

**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 For the 2007-08 academic year the district shall increase the 2007-08 Classified Salary Schedule by 2.25%, effective January 1, 2008, and shall provide an additional 2.25% one-time, off schedule payment effective January 1, 2008.
 - 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.
 - 3.1.3 The salary ranges for the positions designated for an increase and encompassed by the benchmark 2007-2008 salary study shall be implemented as of January 1, 2008 pursuant to Appendix A. The salary ranges for the positions designated for an increase and encompassed by the benchmark 2007-2008 salary study shall be implemented in one phase effective January 1, 2008.

- 3.1.4 The District and Exclusive Representative shall meet and negotiate comparable districts in 2008 for future salary negotiations when comparing salaries for persons represented by the Exclusive Representative.

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.

Inconsistent Duty 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 within a 15-calendar-day period. In no event would the rate of pay be less than the employee's current rate of pay.
- 3.4.1 If an employee works in a vacant out of classification position for two years, the employee working in that position shall revert to his or her prior position. The District may declare the out of classification position as vacant and post and fill the vacancy pursuant to Article 9, Vacant Positions and Reassignments, leave the position unfilled, or fill it at a later time.
- 3.4.2 The two-year limitation shall not apply to the case of an employee who is being compensated for work outside the regular classification as a result of a specific project or substitute assignment.

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.

Procedure for Reviewing Classified Positions

3.6 Upon request by CCCUE in connection with annual salary reopener negotiations, the District shall conduct a salary study of job classifications on a rotating basis of up to 25% (twenty five percent) of CCCUE unit members. CCCUE shall designate to the District the rotating job classifications, subject to the 25% (twenty five percent) unit member maximum described above. The salary study shall use an analysis of the median salary for similar job classifications from the fourteen (14) comparison districts referenced in section 3.1.4 and Appendix D ("Comparison Districts"). The salary study shall be presented to CCCUE during annual salary reopener negotiations under section 19.7. Adjustments based on the salary study agreed to between the District and CCCUE will be determined during negotiations.

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

3.6.1.1 Definition

3.6.1.1.1 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).

3.6.1.2 Requests for Reclassification

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

3.6.1.2.2 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.

3.6.1.3 Process

3.6.1.3.1 This will be an annual, collaborative process between the San Luis Obispo 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.

- 3.6.1.3.2 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.
- 3.6.1.3.3 The employee will deliver the completed Reclassification Request Form and signed Management Verification Form to Human Resources between November 1st and January 31st.
- 3.6.1.3.4 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.
- 3.6.1.3.5 The Reclassification Committee will complete the review process no later than April 15th.
- 3.6.1.3.6 The following procedures shall govern the Reclassification Committee:
 - 3.6.1.3.6.1 The committee must determine by a minimum 4-2 vote the recommendation or denial of each request for reclassification.
 - 3.6.1.3.6.2 The decision of the Reclassification Committee is final.
 - 3.6.1.3.6.3 The affected employee shall be notified in writing of the decision of the Reclassification Committee and the Board of Trustees no later than (10) working days after the Board's action.
- 3.6.1.3.7 The Superintendent/President shall submit the committee's recommendation to the Board of Trustees no later than the Board of Trustees meeting in May.
- 3.6.1.3.8 Board approved reclassification shall be retroactive to January 1st of the year in which approval was granted by the Reclassification Committee and the Board.
- 3.6.1.3.9 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.

3.6.1.4 Reclassification Committee Membership

- 3.6.1.4.1 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.

3.6.1.4.2 All committee members must be in attendance for the committee to meet.

3.6.1.4.3 In the event of an emergency, an alternate may take the place of a committee member. The alternate shall then become the new and permanent member of the committee for the remainder of the annual term.

3.6.1.4.4 CCCUE and the District shall appoint their respective members no later than October 1st of each year.

3.6.1.5 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

3.7 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.

3.7.1 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.

3.7.1.1 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.

3.7.1.2 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.

3.7.1.3 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, 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.

3.7.1.4 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.

3.7.2 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 Vice President/Assistant Superintendent, Instructional Services. 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.

3.7.2.1 Job-related courses 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.

3.7.2.2 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.

3.7.2.3 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.

3.7.3 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 3.7.2.3 do not apply to Campus Police Officers.

Parking Fee

3.8 All employees who park on campus shall pay a parking fee of \$20 per year, paid in installments of \$10 per semester, no later than the first workday of the second month of the current semester. Failure to pay by the deadline shall result in an additional charge of \$5.

Mileage Reimbursement

3.9 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).

3.9.1 When an employee's job includes a split assignment, intra-district mileage shall be paid for travel between the work sites.

- 3.9.2 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

- 3.10 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. Reimbursement shall be provided consistent with adopted District procedures and regulations.
 - 3.10.1 Reimbursement for meals shall be at the actual cost of the meal up to \$8 for breakfast, \$12 for lunch, and \$30 for dinner. Reimbursement for meals in excess of the stated amounts will be made upon submission of appropriate receipts.
 - 3.10.2 Reimbursement for appropriate lodging shall be made when the meeting or conference is more than 100 miles from San Luis Obispo.
 - 3.10.3 The District will reimburse the actual cost of authorized air or rail transportation, vehicle rental, and/or telephone charges for District business.

ARTICLE 4 HEALTH AND WELFARE BENEFITS

- 4.1 Effective January 1, 2007, every employee who is eligible to receive a District contribution for the health and welfare benefits program is required to enroll in a medical insurance plan offered by the District with coverage at least at the level of the single person (employee only) rate, unless covered by the provisions of 4.1.10.
 - 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, \$543.42 per month.
 - 4.1.1.2 For employees carrying employee + 1 coverage, \$578.42 per month.
 - 4.1.1.3 For employees carrying employee + family coverage, \$668.42 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 one-half of the District's contribution to a full-time employee.
 - 4.1.4 A part-time employee who is employed and 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 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.

4.1.6 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, 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.

4.1.7 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 presently enrolled, at any time on or after April 1, 2006, in employee +1 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.

4.1.8 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 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 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.

4.1.10 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 sporadic basis to meet the service needs of the District. There shall be 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 employee will be provided the option to modify his or her workday to accommodate the change of hours or to be compensated for the hours worked before or after his or her regular workday at the overtime rate. The employee shall inform the supervisor of the option chosen within one workday of the notice of the change in hours.
 - 5.2.2 An employee's regular workweek may be modified on a permanent basis (example 4/10, 4 days at 10 hours per day) 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.

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 within 12 calendar months following the month in which it 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 If an employee who has elected CTO does not submit a request to the supervisor for the time by the end of the tenth month following the month in which it was earned, the time shall be scheduled by the supervisor to be taken prior to the end of the 12-month period. If the employee has submitted the request prior to the end of the tenth month, the provisions of this paragraph shall not apply.
- 5.6.2 Compensatory time off that is not utilized before the 12-calendar-month period concludes shall be paid by the District at the appropriate rate of pay.

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, 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.

- 5.9.1 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 per on-call day 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 paragraph 5.9 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.
- 5.9.2 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

- 5.10 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 four hours of work, whichever is greater, at the appropriate rate of pay. 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.

Early Reporting

- 5.11 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

- 5.12 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.

Campus/Center Closures

- 5.13 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.
 - 5.13.1 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.
 - 5.13.2 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.

5.13.3 An employee may opt to leave campus at any time if the employee's family or personal property is in danger.

5.13.4 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.

Campus Police Officer Workweek Provisions

5.14 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.

5.14.1 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.

5.14.2 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.

5.14.3 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.

5.14.4 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.

5.14.5 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 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, 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.

6.4.5.1 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.

6.5 Subject to the approval of the District, employees shall be granted up to six days leave per calendar year without loss of pay 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 Necessity Leave

6.7 Up to seven days of the leave earned pursuant to paragraph 6.4 may be utilized by an employee in case of personal necessity, for the following reasons:

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

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

6.7.3 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.

6.7.4 Adoption of a child or child care immediately following adoption.

6.7.5 Other circumstances of a serious nature 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 Superintendent/President or designee.

6.7.6 Personal business absence shall not exceed four days per year and shall be charged to sick leave as part of the personal necessity provisions.

6.7.7 Days of absence provided by paragraph 6.7, inclusive, shall not be cumulative.

Parental Leave

6.8 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

- 6.9 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.
- 6.9.1 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.
- 6.9.2 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.
- 6.9.3 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.

Catastrophic Leave

- 6.10 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 sick leave credit, vacation time, or compensatory time off credits that are donated to the affected employee by other employees.
- 6.10.1 Donations of sick leave credits shall be made in blocks that are equivalent to one day of leave for the donating employee. An employee who donates sick leave credits shall be required to have a sick leave balance equivalent to five days (e.g., full-time employee = 40 hours) following the donation.
- 6.10.2 Donations of vacation time or compensatory time off credits shall be made in blocks of not less than two hours per donating employee.
- 6.10.3 For the purpose of calculating credits for an employee who receives catastrophic pay, the following shall apply:
- 6.10.3.1 If the employee who donates eligible vacation or compensatory time off credits is at a different salary rate than the employee who receives the credits, the formula to be used shall be: Donating employee's hourly rate multiplied by number of hours donated equals \$X; \$X divided by receiving employee's hourly rate equals the number of catastrophic leave hours available to receiving employee.
- Example: Donating employee - Secretary (rate \$9.74 per hour) donates eight hours: $\$9.74 \times 8 = \77.92 ;
- Receiving employee - Clerk (rate \$7.28 per hour) will be entitled to: $\$77.92 \div \$7.28 = 10.70$ hours of catastrophic leave credits.
- 6.10.3.2 If the employee or employees who donate eligible time credits are at the same salary rate as the employee who receives the credits, the receiving employee shall be credited with the number of hours donated.

- 6.10.3.3 The receipt of donated time credits under this program shall not serve to extend or modify the terms or limitations of paragraph 6.4.5, inclusive.
- 6.10.4 The employee shall fill out an application form for catastrophic leave pay credits and shall attach a written statement and verification 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 the 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.
- 6.10.5 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.”

Industrial Accident or Industrial Illness Leave

- 6.11 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.
 - 6.11.1 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.
 - 6.11.2 During the period of absence, the employee shall endorse to the District wage loss benefit checks received under state workers' compensation laws. The District, in turn, shall issue the employee appropriate warrants for full payment of salary and shall make normal payroll deductions.
 - 6.11.3 Industrial accident or illness leave will commence on the first day of absence.
 - 6.11.4 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
 - 6.11.5 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.
 - 6.11.6 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.

- 6.11.7 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.
- 6.11.8 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

- 6.12 Bereavement leave with pay, not to exceed three days per occurrence, or five days if travel one way of 200 miles or out-of-state travel is required, will be allowed employees for death in the immediate family.

Jury Duty and Court Appearances

- 6.13 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

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

Leaves of Absence Without Pay

- 6.15 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.

Scheduling Vacation Time

- 7.3 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.
 - 7.3.1 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.
 - 7.3.2 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.
 - 7.3.3 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.
 - 7.3.4 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.

Vacation Time Carry Over

- 7.4 At the beginning of any fiscal year, an employee's vacation time balance shall be not more than two years of earned vacation time or the District, at its option, will schedule the employee off work or pay the employee for the excess vacation time.

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
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving - in lieu of Admission Day
- Christmas Day
- Two 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.

8.2.2 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 The Employer shall determine when a vacant position in the bargaining unit exists and when a vacant position shall be filled.

Notice of Vacant Position

9.2 Upon the determination that a vacant position shall be filled, the Employer shall post appropriate notices on bulletin boards normally used for such purposes. The notice shall be posted for not less than five workdays.

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.

9.2.2 A copy of the notice shall be sent to any employee on a scheduled vacation (or a leave of absence of more than one week's duration) who has filed a written request with the Human Resources Office.

9.2.3 Any 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 Applications are reviewed by Human Resources. Each applicant may 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 applications, if any, fulfill the posted requisite qualifications, the applications shall be grouped as to (1) lateral transfers (same campus/center or other campus/center), (2) other District employees, and (3) non-employee applicants. All employee applicants who meet the posted requirements are interviewed and rated by a screening committee.

9.3.1 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 applications as these factors relate to the posted requisite qualifications.

9.3.2 After the screening committee reviews the applicants, the vacancy will be filled in the following order:

9.3.2.1 If the best qualified applicant is an employee for which the position constitutes a lateral transfer, the transfer shall be made. If two or more applicants for a lateral transfer are equally qualified, the most senior employee shall receive the position.

9.3.2.2 If the best qualified applicant is another District employee, the employee shall be placed in the position. Placement will be made pursuant to this paragraph only if the applicant is demonstrably superior to an applicant for a lateral transfer based on the criteria set forth in paragraph 9.3.1. If two or more other District employees are equally qualified, the most senior employee shall receive the position.

9.3.2.3 A non-employee applicant would be selected to fill the original vacant position only if the applicant is demonstrably superior to all employee applicants based on the criteria set forth in paragraph 9.3.1.

9.3.3 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 10 days of the date the position was filled. A response will be provided within 10 days of the request.

Reassignments

9.4 A reassignment may be made based on the needs of the students, changes in enrollment, or workload that necessitate reallocation of staff, or improved efficiency of District operations.

9.4.1 Except in the case of a business necessity, an employee who is to be reassigned shall be given written notice at least 30 days in advance of the effective date. The notice shall set forth the basis and reasons for the reassignment.

9.4.1.1 The District shall notify CCCUE of any reassignment within the bargaining unit concurrent with notice to the employee. The District will meet and consult with CCCUE on request.

9.4.2 Where a reassignment 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.

9.4.2.1 If there is a volunteer from the affected classification, the volunteer shall be reassigned. If there are two or more volunteers, the most senior employee shall

be reassigned. Every volunteer shall sign the District's personnel action form indicating that the reassignment is voluntary.

9.4.2.2 If there are no volunteers, the least senior employee in the affected job classification shall be reassigned, and shall sign the District's personnel action form indicating that the reassignment is involuntary.

9.4.3 An employee who has been reassigned shall not be subject to a subsequent reassignment for a period of two years, except as the result of a less than satisfactory performance evaluation or a loss of the funding source.

9.4.4 An employee who has been reassigned 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.

9.4.5 An involuntary reassignment that results in additional travel for an employee beyond the number of miles traveled prior to the reassignment shall receive mileage for travel at the Internal Revenue Service rate.

9.4.5.1 Mileage shall be paid for miles in excess of miles traveled at the time that the reassignment is made.

9.4.5.2 An affected employee shall receive mileage for a maximum of 24 consecutive months.

9.4.6 The provisions of paragraphs 9.4.2, 9.4.2.1, and 9.4.2.2 shall not apply when an entire division/department is moved to a new work location.

Trial Period

9.5 A permanent employee who has been placed in a vacant position by operation of paragraph 9.3.2.1 or paragraph 9.3.2.2 shall serve a 90-day trial period in the new classification.

9.5.1 A trial period evaluation of work performance shall be made consistent with the procedures set forth in ARTICLE 10, EVALUATION PROCEDURES. If, as a result of the evaluation, the District determines that the employee has not successfully served in the new position during the trial period, or if the employee requests to return to the prior position during the trial period, the employee shall be reverted to the prior position. The trial period evaluation shall not be utilized for any other purpose.

9.5.2 Any reversion made during the trial period may result in the bumping, displacement, or layoff, or subsequent reversion of another employee or employees to a position held prior to the initial action on the vacancy.

ARTICLE 10 EVALUATION PROCEDURES

10.1 Each permanent employee shall have a formal written evaluation at least once in each two-year period of service. 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. Each employee shall be evaluated in the 10th, 15th, and 20th year of service in order to determine eligibility for a longevity step as provided by ARTICLE 3, SALARY, paragraph 3.5, inclusive.

10.1.1 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.

10.1.2 Nothing contained in this Article shall preclude the District from initiating an off cycle evaluation.

10.1.3 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.

10.1.3.1 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 areas of improvement in the employee's performance.

10.1.3.2 The employee and the evaluator shall develop a Plan of Improvement that is designed to alleviate the identified performance deficiencies. The Plan shall include:

- A statement of the 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 any 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.

10.1.3.3 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.

10.2 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 within the first six 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.

10.2.1 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.

10.2.2 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.

- 10.3 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.
- 10.4 If the employee disagrees with the evaluation, the employee may request a review by the Director, Human Resources. The Director's decision shall be in writing, shall be attached to the employee's evaluation, and shall be final.
- 10.5 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 11 PERSONNEL FILES

- 11.1 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.
 - 11.1.1 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.
 - 11.1.2 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.
- 11.2 Information of a derogatory nature, except information contained in an employee's evaluation and information excluded from review by the employee pursuant to paragraph 11.1, 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 Procedural Bill of Rights Act (Government Code §§3300 through 3311).
 - 11.2.1 The review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.
 - 11.2.2 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.
- 11.3 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.

- 11.4 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.
- 11.5 The personnel files of each employee shall be maintained at the District Human Resources Office.

ARTICLE 12 DISCIPLINARY ACTION

- 12.1 Persons represented by CCCUE who are recommended for demotion, suspension, or dismissal shall be subject to the following procedures in this Article 12. Without limitation, other forms of corrective action, including but not limited to oral reprimands, written warnings, letters of reprimand, and incident reports are not discipline and not covered by this Article. 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 12.4.1 or 12.4.2.
- 12.1.1 Disciplinary action shall be for just cause and shall be administered in accordance with the provisions of this Article. 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.
- 12.1.2 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 10, 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 11, PERSONNEL FILES.
- 12.1.3 No disciplinary action shall be taken for any cause that arose prior to the employee becoming permanent or for 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

- 12.2 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. 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 Director of Human Resources.
- 12.2.1 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.

- 12.2.2 At the request of the employee, a preliminary investigative determination shall be issued. 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

- 12.3 Within 10 days of the conclusion of the investigation or within five days of the meeting of the JLMC whichever is sooner, the Superintendent/President or designee shall give the employee a written Notice of Proposed Disciplinary Action ("Notice").
 - 12.3.1 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 that an employee has violated a 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.
 - 12.3.2 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.
 - 12.3.3 The Notice shall inform the employee of the right to demand a meeting with the Superintendent/President (designee) or to respond in writing to the Superintendent/President (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.
 - 12.3.4 Following the meeting or receipt of the response, and if the Superintendent/President (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 days after the employee 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

- 12.4 If the employee files the demand and denial, the following shall apply:
 - 12.4.1 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.
 - 12.4.1.1 CCCUE shall have five days from receipt of the notice to inform the District of its election to proceed before an arbitrator.
 - 12.4.1.2 The arbitrator shall hold a hearing and shall issue written findings of fact, conclusions, and an advisory recommendation to the Board of Trustees.

- 12.4.1.3 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.
- 12.4.1.4 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.
- 12.4.2 If the employee elected not to be represented as set forth in paragraph 12.2.1, 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:
 - 12.4.2.1 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.
 - 12.4.2.2 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.
 - 12.4.2.3 Oral evidence will be taken only on oath or affirmation.
 - 12.4.2.4 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 witness 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.
 - 12.4.2.5 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.
 - 12.4.2.6 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.
 - 12.4.2.7 The hearing will be closed to the general public unless the employee requests that the hearing be open.
 - 12.4.2.8 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.

- 12.4.2.9 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.
- 12.4.2.10 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.
- 12.4.2.11 The order of proof in the hearing shall be as follows:
 - 12.4.2.11.1 The District shall first present evidence in support of its case;
 - 12.4.2.11.2 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;
 - 12.4.2.11.3 The District may present evidence in rebuttal.
- 12.4.2.12 The District carries the ultimate burden of proof which is a preponderance of the evidence.
- 12.4.2.13 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.
- 12.4.2.14 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.
- 12.4.2.15 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

- 12.5 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 12.3 through 12.4. 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.
- 12.6 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 12.3.1 and 12.3.2 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.

- 12.7 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 13 RIGHTS OF THE EXCLUSIVE REPRESENTATIVE

Use of District Facilities

- 13.1 CCCUE shall have reasonable use of facilities, including bulletin boards.
- 13.1.1 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.
- 13.1.2 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.
- 13.1.3 CCCUE may utilize District e-mail for communications with bargaining unit members. All communications shall be in compliance with District Board Policy 2755 Computer Technology and Communications Resources Use -Faculty and Staff, and paragraph 13.3, inclusive, of this Article.

Notices of CCCUE Activities

- 13.2 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

- 13.3 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.
- 13.3.1 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.
- 13.3.2 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

- 13.4 The District shall provide the CCCUE President a copy of the Board Agenda and support material, with the exception of confidential or personnel matters, at the same time the material is sent to the Board.

Seniority Roster

- 13.5 CCCUE shall be supplied with a seniority roster of all employees within three 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

- 13.6 CCCUE shall notify the District in writing of the name of each designated job representative.
- 13.6.1 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.
- 13.6.2 CCCUE further agrees to notify the District 15 days in advance of any change in designated representatives.

CCCUE General Meetings

- 13.7 Employees who wish to attend a general CCCUE meeting may receive up to one hour of release time on the day of the meeting. CCCUE may hold up to twelve general meetings during the academic year.
- 13.7.1 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.
- 13.7.2 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.

CCCUE Release Time

- 13.8 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 conferences, annual conventions, workshops, trainings, and special or regular meetings of the local organization, so long as it does not become disruptive to the work scheduling needs of the District.
- 13.8.1 The release time will be provided upon submission of a written request to the supervisor of the employee who plans to utilize the leave. The request shall be made at least one week (five work days) in advance of the activity
- 13.8.2 If a written request is not made pursuant to the provisions of paragraph 13.8.1, the leave shall be denied by the supervisor. However, an employee may request that the Director of Human Resources grant a non-precedential exception to the provisions of paragraph 13.8.1. The Director's determination shall be final.

- 13.8.3 Reasonable release time shall be provided to CCCUE for attendance at Joint Labor/Management Committee (JLMC) meetings, negotiations and grievance processing as specified in Article 17.
- 13.8.4 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.
- 13.8.5 The District shall provide release time to the CCCUE President or designee each week equal to 20% of the President's regular weekly assignment for the purpose of conducting internal Union business. The scheduling of 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

- 13.9 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 Director of Human Resources, one other District manager or supervisor, and the CCCUE President and one other member.
 - 13.9.1 The JLMC shall meet on a regular basis on a schedule established by mutual agreement of the members.
 - 13.9.2 The JLMC may be expanded to include additional members by consensus of the permanent members on an ad hoc basis.

Appointments to Committees

- 13.10 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 dealing with professional matters within the scope of representation.
 - 13.10.1 Benefits – three appointees
 - 13.10.2 Campus Safety, Emergency Preparedness, and Environmental – two appointees
 - 13.10.3 District Calendar – one appointee
 - 13.10.4 Planning and Budget – three appointees
 - 13.10.5 Staff and Management Development – three appointees
 - 13.10.6 Shared Governance Committee – two appointees
 - 13.10.7 Technology Committee – one appointee
 - 13.10.8 Ad hoc Committees involving union participation as needed and in proportion to other representative groups

- 13.10.9 CCCUE members appointed to serve on the above campus committees shall receive release time during their work day to attend committee meetings.

Dues Deduction / Agency Fee

- 13.11 Upon receiving written authorization from CCCUE, the District shall deduct from the employee's pay, without charge, the dues and Agency Fee of those employees who are members of the CCCUE bargaining unit.
- 13.11.1 In accordance with Agency Fee law, the total amount of dues and Agency Fees deducted, together with a list of bargaining unit members from whose pay the dues and agency fees were deducted, shall be forwarded by the District to the Federation president on a monthly basis. CCCUE shall notify unit members of their right to dues and fee rebates.
- 13.11.2 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.
- 13.11.3 Any employee who has a bona fide religious objection, as defined in Government Code Section 3546.3, to the payment of service fees in support of an "employee organization," as defined in Government Code Section 3540.1(d), shall not be required to join, maintain membership in, or pay dues or service fees to the Union. However, such employee shall be required in lieu of Union service fees to pay sums equal to such service fees to a pre-approved nonreligious, non-labor, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the United States Internal Revenue Code.
- 13.11.4 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 or Agency Fees 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.
- 13.12 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, settlements, judgments, and providing an effective legal defense on behalf of the District at the expense of CCCUE against any and all lawsuits, any and all claims, actions, lawsuits or other legal proceedings, arising out of and in connection with this article.

**ARTICLE 14
SAFETY CONDITIONS OF EMPLOYMENT**

- 14.1 The District shall make a reasonable effort to provide a place of employment which is safe.
- 14.2 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.

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

Campus Police Officers

14.4 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.

14.4.1 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.

14.4.2 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 15 DUES DEDUCTION

15.1 The District will deduct from the pay of employees and pay to CCCUE the normal and regular monthly CCCUE membership dues as voluntarily authorized in writing by the employee on a District-approved form, subject to the following conditions:

15.1.1 Such deduction shall be made only upon submission of a District-approved standard form to the designated representative of the District, duly completed and executed by the employee and CCCUE.

15.1.2 The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing 15 days or more after such submission.

15.1.3 Upon remitting the deductions requested by the Exclusive Representative and authorized by the member pursuant to the provisions of this Article, the Employer has fulfilled its entire obligation relative to said deductions.

15.1.4 An employee who has voluntarily authorized a deduction for membership dues for CCCUE as set forth in paragraph 15.1, shall be required to maintain membership in CCCUE for the term of this Agreement, unless the employee terminates employment with the District or takes a non-bargaining unit position with the Employer. The District agrees that any request to discontinue payroll deduction made by an employee between the date of ratification of this Agreement and June 1, 2004, will not be honored by the District until June 29, 2004.

15.2 The Exclusive Representative hereby agrees to indemnify and hold the Employer, its officers, agents, and employees harmless from any claim, demand, action, or liability which may result from or in any way relate to the making of said deductions and the transmission of said funds to the Exclusive Representative.

**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. 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). A grievance may be filed by a unit member or by the Exclusive Representative. 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 a 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 properly could have been included in the first grievance.
- 17.3 Time limits may be extended or shortened by mutual agreement of the grievant 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, 17.8.2.1, 17.8.3, 17.8.4.4, or 17.9 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 knows or reasonably should have known of the circumstances which form the basis of the grievance, the employee should discuss the problem with the immediate supervisor. The immediate supervisor should attempt to adjust the problem and shall respond verbally within five days of the meeting.
- 17.7 Level One: If the informal discussion does not resolve the grievance, a formal level grievance may be initiated not later than 20 days after the employee knew or reasonably should have known of the act or omission giving rise to the grievance. 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.
- 17.8 Level Two: 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 shall be the Superintendent/President's (or designee other than the employee's immediate supervisor) decision.
- 17.9 Arbitration: 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 Procedure §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 An 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 The term layoff as used in this Article shall apply both to instances of separation from district service and reduction in regular assigned time.

Notification of CCCUE

- 18.2 Prior to Board approval, the District shall notify the CCCUE of impending layoffs.
 - 18.2.1 The notification shall include the reason for the layoff, the affected department or departments, the affected classification or classifications, and the date of implementation. The layoff shall be implemented no sooner than 45 calendar days following approval by the Board of Trustees.
 - 18.2.2 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. CCCUE's request for consultation must be made within seven calendar days of the initial notification.

- 18.2.3 The District shall provide each full-time employee subject to layoff with a maximum of eight (8) hours paid release time for the purpose of seeking employment or training, provided the affected employee obtain prior approval from the immediate supervisor and the release time does not duly interfere with the employee's work schedule. Part-time employees shall be entitled to such prorated released time in the same ratio as his/her part time hours.

Order of Layoff

- 18.3 The order of layoff shall be based on seniority within that class plus higher classes throughout the District.
 - 18.3.1 An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the number of hours an employee has been in the District's paid status, but does not include overtime hours, provided the employee has previously worked in the lower classification.
 - 18.3.2 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 the employees' training and experience and written evaluations by the District.
 - 18.3.3 The District shall issue a Notice of Layoff to each affected employee in compliance with applicable provisions of the Education Code not less than 45 calendar days prior to the effective date of the layoff.

Bumping Rights

- 18.4 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 than the incumbent in the previously held permanent position.
 - 18.4.1 If an employee who is subject to a layoff was an incumbent in the job classification of Skilled Maintenance Worker that was reorganized by craft designations (e.g., Electrician) as a result of the Flanagan Study of 1989, the employee may bump into an equal or lower-paid craft job classification (e.g., Painter) provided that the employee possesses the basic qualifications of the equal or lower-paid craft classification and is more senior than the incumbent in the equal or lower-paid job classification.
 - 18.4.2 If an employee in the classification of Library Circulation Technician or Library Services Assistant who is subject to a layoff was an incumbent in the job classification of Library/Media Technician I or Library/Media Technician II that was reclassified as a result of the Madden Study of 1997, the employee may bump into the prior classification provided that the employee is more senior than the incumbent in the position.
 - 18.4.3 When an employee bumps into a lower-paid position, the employee's assigned hours of work in the lower-paid position shall not exceed the assigned hours of work in the position from which the employee was originally laid off.
 - 18.4.4 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.

Re-employment Rights

- 18.5 A laid off employee is eligible for re-employment in the class or classes from which the employee was laid off for a 39-month period and shall be re-employed in the reverse order of layoff. In addition, a laid off employee shall have the right to apply for promotional positions within the filing period specified under this Article and to use seniority, training, experience, and written evaluations by the District herein for a period of 39 months following layoff. The District shall post all classified positions pursuant to the Collective Bargaining Agreement and will ensure an employee on a re-employment roster an opportunity to apply and be considered in preference to new applicants.
- 18.6 An employee who takes a voluntary demotion or voluntary reduction in assigned time in lieu of layoff or to remain 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 up to 24 months provided that the same test of fitness under which the employee qualified for appointment to the class shall still apply.
- 18.7 An employee who takes a voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be, at the option of the Employer, returned to a position in the employee's former class or to the 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.

Seniority Roster

- 18.8 Upon written request, the District shall provide CCCUE with an updated seniority roster at least 45 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

- 18.9 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 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.

Employee Notification to District

- 18.10 An employee shall notify the District in writing of the intent to accept or refuse re-employment within five 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 refuses the employment offer, the offer shall be made to the next person on the re-employment list with the greatest seniority. If an employee declines an offer of employment, the employee's name shall be placed at the bottom of the seniority list. All employees who are in a laid-off status shall remain on the re-employment list for a period of 39 months. An employee who declines a second offer of re-employment from the District shall be considered unavailable for employment and shall be dropped from the re-employment list. Thereafter, the District shall be acquitted of its notification responsibility.

Health and Welfare Benefits

- 18.11 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, provided 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 the layoff.

- 18.11.1 If the employee had been a regular classified employee for more than five years at the time of the layoff, the District shall make the contribution for two months following the month in which the employee was laid off, which shall be augmented by one additional month for each five additional years of service.
- 18.11.2 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

- 18.12 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

- 18.13 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 elected service retirement from CalPERS shall be placed on an appropriate re-employment list. This 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 and 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

- 18.14 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 persons in writing of any vacancies in the classified bargaining unit. This notice shall be sent 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 outside applicant.

Miscellaneous

- 18.15 Any employee who was improperly laid off shall be re-employed upon discovery of the error and shall be compensated for loss of any benefits and salary to which the employee is legally entitled.
- 18.16 The parties mutually agree that the provisions stated herein represent full agreement as to the procedures that are to be followed when conducting all aspects of layoffs in the classified service and there shall be no duty on the part of either party to meet and negotiate further during the term of this Agreement.

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 or 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 of 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, 2010, after which this Agreement shall continue on a month to month basis until a new agreement has been ratified by the parties. The parties may reopen negotiations on Article 3: Salary and Article 4: Health and Welfare Benefits plus one additional article selected by each party for the 2008-09 and 2009-10 academic years.

**RECOMMENDED FOR APPROVAL BY
DISTRICT BOARD OF TRUSTEES**

For the Employer:

ANNETTE LORIA
Executive Director Human Resources & Labor
Relations

ED MADULI
Asst. Superintendent/Vice President
Administrative Services

W. DAVID PELHAM
Superintendent/President

TONI SOMMER
Interim Assistant Superintendent/
Vice President

RECOMMENDED FOR CCCUE RATIFICATION

For the Exclusive Representative:

JOHN FETCHO
President, Bargaining Team

BEA ANDERSON
Vice President, Bargaining Team

JOEL CARLSON
Bargaining Team Member

JIM DEWING
Bargaining Team Member (Alternate)

ILENE FRENCH
Bargaining Team Member

PEPPE ROSE
Bargaining Team Member

WILLIAM RYAN
Bargaining Team Member

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

DR. W. DAVID PELHAM
Superintendent/President

Date: _____

For the Exclusive Representative

CUESTA COLLEGE CLASSIFIED
UNITED EMPLOYEES/AFT LOCAL 4606

JOHN FETCHO
President

Date: _____

APPENDIX A, SALARY SCHEDULES, TO BE INSERTED

APPENDIX B -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 17, 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 17, 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 action 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. Without limitation, other forms of corrective action, 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, or the termination of a probationary employee are not discipline.

“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 work week.

A “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 fiscal year.

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. 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).

A “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.

The “immediate supervisor” is the non-unit person with immediate jurisdiction over an employee.

A “member of the immediate family” shall mean the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, 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 step or foster children or parents of the employee or spouse. 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.

A “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 12 months.

A “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.

A “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.

“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.

A “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

14 Districts (Comparison Group)

Allan Hancock
Antelope Valley
Cabrillo
Citrus
Hartnell
Merced
Monterey Peninsula
Mt. San Jacinto
Ohlone
Santa Barbara
Santa Clarita
Sequoias
Victor Valley
Yuba

San Luis Obispo

COLLECTIVE BARGAINING AGREEMENT

Between

**SAN LUIS OBISPO COUNTY
COMMUNITY COLLEGE DISTRICT**

And

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

July 1, 2007 – June 30, 2010

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1	INTRODUCTION	1
2	RECOGNITION.....	1
3	SALARY	1
	Wage Rates	
	Payday	
	Promotion - Step Placement	
	Inconsistent Duty Pay	
	Longevity Step	
	Procedure for Reviewing Classified Positions	
	Professional Growth Program	
	Parking Fee	
	Mileage Reimbursement	
	Meeting and Conference Expense Reimbursement	
4	HEALTH AND WELFARE BENEFITS	7
5	HOURS.....	9
	Workday	
	Workweek	
	Rest Periods	
	Lunch Period	
	Overtime and Extended Hour Service	
	Compensatory Time Off	
	Shift Differentials	
	Split Shift Differential	
	Call In	
	Call Back	
	Early Reporting	
	New Appointment or Change in Assignment Notice	
	Campus/Center Closures	
	Campus Police Officer Workweek Provisions	
6	LEAVES	12
	General Provisions	
	Sick Leave	
	Personal Necessity Leave	
	Parental Leave	
	Family Care and Medical Leave	
	Catastrophic Leave	
	Industrial Accident or Industrial Illness Leave	
	Bereavement Leave	
	Jury Duty and Court Appearances	
	Military Leave	
	Leaves of Absence Without Pay	
7	VACATIONS	18
	Earned Vacation	
	Scheduling Vacation Time	
	Vacation Time Carry Over	
	Miscellaneous Provisions	
8	HOLIDAYS	20
9	VACANT POSITIONS AND REASSIGNMENTS	20
	Notice of Vacant Position	
	Consideration Process	
	Reassignments	
	Trial Period	
10	EVALUATION PROCEDURES	22
11	PERSONNEL FILES.....	24

<u>Article</u>	<u>Page</u>
12	DISCIPLINARY ACTION25
	Pre-Discipline Investigation
	Notice of Discipline
	Appeal of Disciplinary Action
	Miscellaneous Provisions
13	RIGHTS OF THE EXCLUSIVE REPRESENTATIVE.....29
	Use of District Facilities
	Notices of CCCUE Activities
	Access to District Employees
	Board of Trustees Agenda
	Seniority Roster
	CCCUE Job Representatives
	CCCUE General Meetings
	CCCUE Release Time
	Joint Labor/Management Committee
14	SAFETY CONDITIONS OF EMPLOYMENT.....32
	Campus Police Officers
15	DUES DEDUCTION33
16	CONTRACTING OUT.....34
17	GRIEVANCE PROCEDURE34
	Level One
	Level Two
	Arbitration
18	LAYOFF AND LAYOFF PROCEDURES37
	Reason for Layoff
	Notification of CCCUE
	Order of Layoff
	Bumping Rights
	Re-employment Rights
	Seniority Roster
	Notification to Employee - Re-employment
	Employee Notification to District
	Health and Welfare Benefits
	Unemployment Benefits
	Retirement In Lieu of Layoff
	Notice of Vacancies
	Miscellaneous
19	CONCLUSION.....40
	Completion of Negotiations
	Past Practice
	Severability and Savings
	Management Retained Rights
	Continuation of Economic Benefits
	Concerted Activities
	Duration of Agreement
	SIGNATURE PAGE (Recommended for Ratification)43
	SIGNATURE PAGE (Ratification and Acceptance)44
	APPENDIX
A	CLASSIFIED SALARY SCHEDULE.....45
B	GRIEVANCE FORMS49
C	DEFINITIONS51
D	14 DISTRICTS (COMPARISON GROUP)53