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**ARTICLE 1. AGREEMENT**

- A. The following Agreement has been reached between the Chabot-Las Positas College District (“District”) and SEIU Local 790 (“Union”) its Chabot-Las Positas Community College District Chapter.
- B. This Agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540) of the Government Code.

**ARTICLE 2. RECOGNITION**

The District recognizes the Union as the exclusive representative for those members of the Classified Service as enumerated in Appendix 2A, which will be updated as needed.

**ARTICLE 3. NO DISCRIMINATION**

- A. The District and Union recognize the right of unit members to form, join and participate in lawful activities of employee organizations. The District and Union recognize the alternative right of unit members to refuse to join or participate in employee activities.
- B. The District and Union agree that they shall not illegally discriminate in any way within the meaning of the law, on account of race, creed, religion, sex, national origin, political affiliation, age, sexual orientation or disability as defined by the state and federal law of a member legally qualified to perform the essential functions of his/her job.

**ARTICLE 4. UNION RIGHTS**

- A. The Union may use the District mailboxes, on-campus telephone system, and bulletin board spaces designated by the Chancellor subject to the following conditions: (a) all postings for bulletin boards or items for District mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Union President; (b) a copy of such postings or distributions must be delivered to the Chancellor and Director of Human Resources at the time of posting or distribution to unit members; (c) no costs shall be incurred by the District.
- B. Facilities, Equipment and Access:
  - 1. District building facilities for meetings, without cost, will be made available to the Union at reasonable times and upon completion of application following the regular District procedures for reserving facilities. Meeting facilities will be made available when such use does not interfere with the educational program or regularly scheduled duty hours of unit members.

2. The Union may conduct Union business on District property and may have access to areas in which employees work at times that will not interfere with employees performance of duties. The Union shall notify the appropriate Department Manager of such activities.
  3. The Union may have the use of copier equipment as designated by the Chancellor and approved by the appropriate supervisor, and at times that will not interfere with the regular business of the District. All supplies for such use will be provided by the Union and no costs will be incurred by the District.
- C. The District agrees to provide the Union an updated seniority list as required.
  - D. The District will provide four (4) copies of the Governing Board Agenda and Recommendations to the President of the Union or designee. One copy of the agenda face sheet will be additionally sent to the designated person in the Union Headquarters Office (the Union to provide the address to the District).
  - E. SEIU shall have the sole and exclusive right to receive organizational release time for the processing of grievances past Level I of the Grievance Procedure, Article 8 herein, for unit members who are designated as Union representatives, subject to the following conditions:
    - (a) President and Vice Presidents shall be authorized on behalf of SEIU to designate persons who are eligible to receive this release time (designation to be updated by SEIU if any changes occur);
    - (b) twenty-four (24) hours prior to release from duties for grievance processing, the designated representative informs his/her immediate supervisor and the Director of Human Resources in order that an adequate substitute may be obtained, if such is necessary;
    - (c) that such time off shall be primarily limited to representing unit members in conference with management personnel.
  - F. The District will continue its current practice of providing reasonable release time for Union officers to conduct business of mutual interest to the Union and the District, subject to advance approval. Requests for approval shall be made through the Director of Human Resources.
  - G. When submitting requests for leave through the regular leave procedure for union business and designed delegates to SEIU conferences, the requests will be granted providing that the designated delegates submit the requests ten (10) working days prior to going to the conference so that a substitute may be brought in, if deemed necessary by the District. Up to ten (10) days release time per year shall be available for up to two (2) unit members designed to SEIU to attend District orientation meetings of new classified employees and as delegates to conferences. Additionally, up to twelve (12) days of release time per year shall be available for members designated by SEIU to conduct union business.
  - H. In the event of a reorganization, the District will provide written notice to the SEIU. The notice shall include details of the proposed changes including rationale for any proposed change(s) in the shift and/or workweek. SEIU and the District will meet and confer regarding proposed changes in the shifts and/or workweek.

## ARTICLE 5. ORGANIZATIONAL SECURITY

- A. The District shall deduct from the pay of each employee in the bargaining unit from whom it receives an authorization form, the required amount for the payment of the UNION dues or service fees and initiation fees. All employees in the classes covered by this Agreement shall as a condition of continuing employment with the District, and in the case of a newly hired employee, within thirty (30) calendar days of employment, become and remain a member in good standing in the UNION (Appendix 5A and 5B) by the payment of dues or by executing a payroll deduction authorization form as furnished by the UNION, or pay to the UNION a service fee or executing a payroll deduction form; or in the case of a unit employee “who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations” (reference: Cal. Govt. Code §3546.3) he/she may petition the UNION for exemption from paying either UNION dues or services fees by so notifying UNION. Where a unit employee’s petition for religious-based exemption from dues and service fees payments is granted, the employee shall pay a charity fee that shall be equal to the service fee. The charity fee shall be paid by the employee to one of the listed (see Section F(3)) non-religious, non-labor “501(c)(3)” tax-exempt charitable organizations.
- B. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after each submission is received by the District from the UNION notifying the District of the new, changed or discontinued deduction.
- C. The Union shall provide the unit members and the District with adequate and necessary data on any change to dues and/or service fees no less than forty-five (45) days prior to an effective date of any change. The District shall refer and direct to the Union all unit employees who approach the District opposing questions or attempting to make submissions regarding dues deductions and/or service fees.
- D. Dues Deduction
- The District shall deduct dues from the wages of all workers who are members of Local 790 who have submitted a dues authorization form to the Union and District. A sample form is attached as Appendix 5C.
- E. Service Fee
- 1) Every employee in the bargaining unit who is not a member of Local 790 and every employee who hereafter comes into the bargaining unit, shall, within 30 days of his/her employment either apply for membership and execute an authorization for dues deduction on a designated form provided, and in the case of a service fee,

authorize a payroll deduction on a designated form authorizing the District to deduct from his/her wages the amount specified by the Union as a service fee. (See Appendix 5A and 5B.) Service fees shall not exceed the cost of the membership dues.

- 2) If an employee fails to pay dues or a service fee within the 30 days specified, the District shall automatically commence a deduction for a service fee from the wages of that unit member upon notification from the Union to the District. The unit member shall be notified of the action (see Appendix 5D).

F. Religious Objectors

- 1) Notwithstanding any other provision of this article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations (reference: Cal. Govt. Code §3546.3) may petition the Union for exemption from paying either Union dues or a service fee by filing an “Objection to Payment of Fees.”
- 2) To qualify as a religious objector, the unit member must submit a notarized statement to SEIU Local 790, signed by an official of a religious affiliation and certifying the person’s membership in the religious body. Local 790 shall make a determination as to the legitimacy of the claim, in accordance with applicable law.
- 3) In lieu of dues or service fees, qualified religious objectors shall pay a charity fee. Such fee shall be equal to the service fee. It shall be forwarded to the individual choice of one of the following non-religious, non-labor, 501(c)(3) tax-exempt charitable organizations:

Tri-Valley Haven for Women  
P.O. Box 2190, Livermore, CA 94551  
Telephone (925) 449-5845

Teens in Crisis  
22612 Foothill Blvd., Suite 240, Hayward, CA 94541  
Telephone (510) 728-4300

Chabot-Las Positas Colleges Foundation  
7011 Koll Center Parkway, Suite 200, Pleasanton, CA 94566  
Telephone (925) 485-5214

The above charities must qualify as 501(c)(3) charities. The Union shall assure itself quarterly that such payments to the charity have been made by the unit member.

G. New and Continuing Unit Members

New hires shall receive a copy of Appendix 5B upon hiring. Check off authorization for Union dues, which were executed prior to the execution of this Agreement, shall remain in full force and effect. Checked off dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions, shall be forwarded to the Union as soon as practicable, after such deductions were made.

H. Enforcement

The District, upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of this Article, shall immediately notify said employee that service fee amounts shall be automatically deducted from his/her pay checks and paid to the Union, until such time as the employee instead offers to join the Union and pay dues to the Union. Upon submitting such notice to the employee, the Union shall be authorized to direct the District to commence deducting agency fees from the defaulting employee's paychecks.

I. Indemnification

The Union shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action, or portions thereof, arising due to the organizational security provisions set forth herein.

J. Applicable Law

The parties acknowledge that the agency shop organization security arrangement described in this article is subject to subsequent changes, if any, arising in applicable law (e.g., rescission or elimination of compulsory agency fee), including decisional law. The parties will meet and confer over any impact to this section if changes are made to applicable law.

Nothing in this article is intended to limit the rights of any employee under law, including but not limited to the California Educational Employment Relations Act. (Reference: Govt. Code §§3540 et seq.).

<b>ARTICLE 6. LABOR MANAGEMENT RELATIONS COMMITTEE</b>
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- A. The District and the Union agree to the establishment of a Labor Management Relations Committee. The Union shall designate three (3) persons to serve on the Committee and the District will designate up to three (3) persons, one of which shall be the Director of Human Resources, to serve on the Committee. The Union Field Representative may attend, but

shall not be counted as one of the three. The District may also have an additional representative who shall not be counted as one of the District's three members. The purpose of the Labor Management Relations committee is to facilitate the orderly administration of this contract. Committee meetings will be scheduled at the request of either party within ten (10) working days from the date of the request unless another mutually agreeable date beyond this ten (10) day window is mutually acceptable to both parties. The party requesting the meeting shall submit an agenda to the Director of Human Resources at the time the request for a meeting of the Committee is made but in any event at least three (3) working days prior to the meeting. The agenda shall contain sufficient detail to allow others serving on the Committee to understand the nature of the matter(s) to be discussed and/or resolved. Meetings shall be held at times agreeable to the parties. These meetings shall include matters covered by Government Code Section 3543.2 and shall be informational and exempt from the Grievance Procedure herein.

<b>ARTICLE 7. DISTRICT RIGHTS</b>
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- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedure and determine budgetary allocation; determine the method of raising revenue; contract out work not normally performed by unit members; and take action on any matter in the event of an emergency. An emergency is defined as an Act of God or catastrophic loss which could not have been foreseen, such as fire, flood, earthquake. In addition, the District retains the right to select, hire, classify, assign, establish evaluation standards, promote, terminate, and discipline employees; and to establish procedures to implement these matters.
  
- B. The exercise of the foregoing rights by the District shall be limited only by the specific and express terms of this Agreement.

<b>ARTICLE 8. GRIEVANCE PROCEDURES</b>
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- A. Definitions  
For the purposes of this Article:
  - 1. A "grievance" is a formal allegation by a grievant who has been adversely affected by an alleged violation of the specific provisions of this Agreement. A grievance

shall include a statement of the specific article, section and subsection allegedly violated.

2. A "grievant" is any bargaining unit member adversely affected by an alleged violation of the specific provisions of this Agreement, or is the Union if grieving Article IV (Union Rights) or Article V (Organizational Security), or SEIU's rights under other provisions of this Agreement.
3. A "day" is a calendar day.
4. The "immediate supervisor" is the person who has been designated to adjust grievances and who has immediate supervisory or management responsibilities for the position to which the grievant is assigned.
5. The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible administrative level, solutions to problems which may from time to time arise under this Agreement.

B. General Provisions

1. A unit member may be represented by the Union at any level of this process or may choose to represent himself/herself at any level, except that the Union shall not be required to represent a unit member after Level II of the process when said unit member has elected to represent himself/herself at both Level I and Level II.
2. No resolutions of a grievance shall be final until the Union has been provided five (5) days to review and respond thereto.
3. Grievances in which the unit member is not represented by the Union shall not be precedential.
4. Any deadline date which falls on a Saturday, Sunday or holiday will automatically be extended to the next following day on which the District office is open for business.
5. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. Failure of the District to respond within the time limits shall mean that the grievance is deemed denied and the grievant may appeal to the next level.
6. The grievant and the District may extend any time deadline by mutual written agreement.

7. Every effort will be made to schedule meetings for the processing of grievances at time which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness, grievant, or representative in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
8. All documents dealing with the processing of a grievance shall be filed in the Personnel Office separately from the personnel files of the participants, and each grievance shall be given an annual number (90-1, 90-2, etc.).
9. In the event that two (2) or more filed grievances present like facts and circumstances, or involve the same alleged violation affecting several bargaining unit members, the parties may mutually agree to consolidate the separate grievances for processing.
10. No reprisals will be taken against a grievant because of his/her involvement in a grievance procedure.

C. Procedure

1. Level I - Informal Level

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

2. Level II - Formal Level

If the grievant is not satisfied with the resolution at the informal level and if the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the next level of supervision within ten (10) days of receipt of the immediate supervisor's written response. The written grievance shall set forth the circumstance(s) which gave rise to the grievance, the provision(s) of the Agreement violated (specific article, section and subsection)

and the remedy or corrective action requested. A copy shall be sent to the immediate supervisor and the grievance officer. Within five (5) days after receipt of such written grievance the Level II administrator shall meet with the grievant and the immediate supervisor

in an attempt to seek a mutually agreeable resolution of the matter. If no such agreement is reached, the Level II administrator shall, within ten (10) days of the filing of the Level II—Formal Level, deliver to the unit member and the grievance officer a written response to the grievance.

3. Level III – Appeal to President or Vice Chancellor

a. If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) days of the receipt of the decision at Level II—Formal Level, appeal the decision on the appropriate form to the President of the grievant’s college or the Vice Chancellor depending on the reporting relationship.

b. The President or Vice Chancellor shall communicate the decision to the grievant within ten (10) days. If the President or Vice Chancellor does not respond within the time limits provided, the grievant may appeal to the next level.

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

4. Level IV – Appeal to Chancellor

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

b. The Chancellor shall communicate the decision to the grievant within ten (10) days. If the Chancellor does not respond within the time limits provided, the grievant may appeal to the next level.

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

5. Level V –Arbitration

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

b. Selection of Arbitrator

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

c. SEIU/Local 790 and the District shall divide equally the cost of the arbitrator, the Court Reporter, and the Transcript. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

d. Power of the Arbitrator

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

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

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

(1) representatives of SEIU/Local 790;

(2) a representative of the grievant(s) choosing who is not an employee of the District (at the grievant's expense);

(3) the grievant(s).

- f. Neither District nor grievant shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously asserted or disclosed, and requested to be ruled upon at the Chancellor level. The Arbitrator shall consider only those issues properly carried through all previous steps as required with the Grievance Procedures.
- g. The function of the arbitrator shall be of a judicial rather than legislative nature, and the decision shall be within the scope and terms of this Agreement. The arbitrator shall not deprive the District or SEIU/Local 790 of any rights expressly or implicitly reserved herein.
- h. The arbitrator must resolve any issues of arbitrability before hearing the substantive matters.
- i. The arbitrator shall make no retroactive award to the grievant(s) which shall pre-date the effective date of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law.
- j. The decision of the Arbitrator shall be final and binding on all parties subject to the arbitration, except in the event of discipline, including discharge, of any employee, whereupon such decision shall be within the sole discretion of the governing board. The arbitrator's award shall be in writing and shall set forth his/her determination of the issue(s), findings of fact and conclusions, and should be sent to the Chancellor and SEIU/Local 790. The decision and finding shall be submitted within thirty (30) days.

D. Appeal of Disciplinary Dismissal

Any bargaining unit member who has been terminated for reasons other than rejection from probation may choose either to utilize the appeal procedure contained in Governing Board Policy 4430, (if the employee is regular) or utilize the grievance procedure contained herein which in such case shall render only an advisory decision to the governing board, beginning at Level IV -- Appeal to Chancellor. In either case, the cause for dismissal shall be set forth in Governing Board Policy 4430, and the final decision shall be within the sole discretion of the governing board.

E. Progressive Discipline

The District agrees to apply the principles of progressive discipline in the administration of discipline. Alleged violations of this principle are not subject to the grievance procedure but may be raised by the union or employee in its defense of bargaining unit members in the appeal procedure contained in Article 8 of the contract, Governing Board

Policy 4430, or any other procedure established by the Governing Board under Education Code section 88013. In some cases progressive discipline may not be warranted due to the nature of the employee infraction (including but not limited to examples such as gross insubordination, theft, fighting, etc.) These provisions of progressive discipline do not apply to probationary unit members who may be terminated or subject to discipline at the discretion of the District.

Grievance Process and Procedure Tracking Form (Appendix 8A)

<b>ARTICLE 9. EVALUATION PROCEDURES</b>
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- A. The first level supervisor or manager to whom a unit member is assigned by the Chancellor shall be responsible for the formal evaluation of each classified unit member under his/her supervision.
- B. Probationary New Hire Unit Members (for employees hired after Board ratification of this contract on 11/13/01)

New hire unit members shall serve a probationary period of three hundred sixty-five (365) calendar days, beginning with the first day of service in a regular or restricted position, and shall be evaluated at the end of the third, fifth, and ninth months of service. Each written performance evaluation report must indicate satisfactory job performance in order for the unit member to successfully complete the probationary period and to achieve permanent status in the position. Should any rating be less than satisfactory, the unit member may be terminated. Special evaluation reports may be made at other than the specified times when such are deemed necessary by the supervisor or designated manager.

- C. Restricted New Hire Unit Members

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

- D. Regular Unit Members

- 1. Regular unit members shall be evaluated in writing annually by the first day of the month preceding the unit member's anniversary date.

2. Special evaluation reports may be made when such are deemed necessary by the assigned supervisor, manager or employee. A final evaluation report will be completed for each unit member who terminates with the District.

E. Procedures

1. Probationary Promotional Unit Members

Unit members shall serve a probationary period of one hundred eighty (180) calendar days, beginning with the first day of service in a promotional position, and shall be evaluated at the end of the third and fifth months of service. The written performance evaluation report completed at the end of the fifth month of service must indicate satisfactory job performance in order for the unit member to successfully complete the probationary period and to achieve permanent status in the position. Should such rating be less than satisfactory, the unit member may be terminated, or the probationary may be extended. Special evaluation reports may be made at other than the specified times when such are deemed necessary by the supervisor or designated manager.

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

2. Written Evaluation

Written evaluation will be made on the prescribed District performance evaluation forms provided by the Human Resources Office. The unit member has the option to prepare a written self-evaluation and submit to the assigned supervisor or manager prior to the written evaluation conference. The self-evaluation will be attached to the written evaluation. Following completion of the evaluation report, the assigned supervisor or manager will hold a conference with the unit member to discuss the evaluation and area of commendation, unsatisfactory performance which requires improvement, and career plans and interest. The form will be completed in triplicate with all copies signed by the evaluator and the unit member.

A copy shall be given to the unit member at the time of the conference. Two (2) copies shall be transmitted by the supervisor or manager to the next higher person in administrative channels for review and comments. Following the review, the President or Vice Chancellor, or designee, shall sign both copies and transmit them

to the Director of Human Resources for appropriate action and retention in the unit members personnel file.

3. Written Responses

A unit member may submit a written response to any evaluation within five (5) working days from the date the evaluation was signed by the unit member. Said response shall be attached to the evaluation and filed therewith.

F. Review of Evaluation Report

A unit member who has reason to question a performance evaluation may request in writing, within five (5) working days, a review of the evaluation and/or meeting with the President, Chancellor (for unit members assigned to District Services), or designee. The President, Chancellor or designee will respond within ten (10) working days of receipt of request. This review process shall serve in place of the regular grievance procedure.

<b>ARTICLE 10. PERSONNEL RECORDS AND FILES</b>
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A. Only the District's Office of Human Resources shall keep Personnel Files, as defined by the California Education Code. A Personnel File shall include two parts:

1. The Confidential Folder that contains ratings, reports, or records that:
  - a. were obtained prior to employment
  - b. were prepared by identifiable interview committee members before or after employment
  - c. were obtained in connection with a promotional examination

A unit member cannot access this portion of the Personnel File.

2. The Employer Folder that contains application papers, evaluations, information of derogatory nature, and Board of Trustees employment letters. The unit member has access to this portion of the Personnel File.

- B. Each unit member shall have a right upon presentation of official identification to request from the Office of Human Resources to review the contents of one's own Personnel File maintained in the District's Office of Human Resources.
1. A representative of the unit member's choosing may accompany the unit member in this review. The representative may review the file without the presence of the unit member as long as the representative has written authorization from the unit member to review the file and provides official identification.
  2. Any review of the Personnel File shall be made in the presence of the manager or a designee responsible for the safekeeping of this file.
  3. This review shall take place at a time when the unit member is not required to render service to the District and during the normal working hours of the Department of Human Resources.
  4. Each time a Personnel File is reviewed, the date, the identity of the person(s)'s file being reviewed, and the signature of the person opening the file shall be confidentially documented in the Personnel Log Book, with the exception of Human Resources Office staff.
  5. The unit member shall have the right to place materials in his or her file which relate to evaluation. The materials shall be submitted to the Director of Human Resources, who shall place the materials in the unit member's file.
- C. Each unit member will inform the Office of Human Resources within seventy-two (72) hours of any change in name or residence and telephone number. A Post Office box number will not be substituted where there is an existing street address. Each unit member shall have on record in the Office of Human Resources a telephone number where the person can be reached in an emergency.
- D. Information of a derogatory nature, except material mentioned in Article 10, Section A.2 above, shall not be entered or filed until a unit member is given notice, furnished a copy of the material, and given a period of five (5) working days to review and respond in writing. Such response shall be attached to the file copy of the document.

<b>ARTICLE 11. HOURS AND OVERTIME</b>
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- A. The full-time workday for regular unit members shall be eight (8) hours within any twenty-four (24)-hour period and a full workweek shall be five (5) consecutive days of eight (8) hours each within any seven (7)-day period.
1. For unit members, whose daily work shift includes five (5) or more hours between 10 p.m. and 6 a.m., the standard workweek shall be thirty-seven and one-half (37-

1/2) hours consisting of five (5) days, seven and one-half (7 1/2) hour days each within any seven (7) day period.

2. Upon initial employment, the District shall establish the hours of assignment and workweek. The normal work shifts will be as follows: (1) the first shift will occur between the hours of 4 a.m. and 6 p.m., (2) the second shift will occur between the hours of 12:00 noon and 12 midnight, and (3) the third shift will occur between the hours of 10 p.m. and 10 a.m.

3. Changes in Work Schedules

- a. Permanent changes in the workweek or in the work shift will be mutually agreement upon, whenever possible. However, the District reserves the right to reassign a unit member to meet the needs of the District. The final decision will be based on seniority.
  - b. Scheduled temporary changes of an employee's daily working hours which fall within their normal work shift, do not constitute a change in their workweek or their work shift.
  - c. Temporary work schedules not to exceed three (3) months may be made by the immediate supervisor, with approval of the President or Vice Chancellor. Such temporary work schedules will be paid on the basis of a 40-hour workweek and shall not entitle unit members to overtime compensation unless assigned to work in excess of such temporary work schedule. Such temporary work schedules longer than three (3) months will be mutually agreed upon, whenever possible. If beyond one (1) year, this shall become the unit member's permanent work schedule, if mutually agreed.
4. Security Officers whose regular work shift is rotated from day to grave shift shall be entitled to one day of leave in order to enable them to have two (2) consecutive days off. In the event that any alteration of the current rotation practice occurs, the parties will meet to determine whether any alteration of this provision is required.

- B. Overtime Compensation

1. Overtime compensation will be provided at the rate equal to one and one-half (1-1/2) times the regular rate of pay for unit members designated by the District and authorized in advance by management to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one workday or any time in excess of forty (40) hours in any calendar week (or thirty-seven and one-

half (37-1/2) hours for unit members under Article XI, Section A.1, above.) For exception see Article 11.K.

2. Sunday overtime for those unit members not regularly scheduled on Sunday will be paid at a rate equal to double the unit member's regular rate of pay.
  3. For unit members whose regularly assigned workweek is other than Monday through Friday, the sixth consecutive day shall be treated as a Saturday and the seventh consecutive day shall be treated as a Sunday for purposes of overtime calculation.
  4. Compensatory time off may be offered as an alternative to paid overtime compensation. By mutual agreement, the supervisor and employee will determine whether the unit member may take compensatory time off or be paid at the regular overtime rate prior to assignment. All provisions regarding overtime in the current Agreement apply to compensatory time. All overtime work must be approved by the employee's supervisor prior to the assignment when applicable. The supervisor shall make every reasonable effort to schedule employees for compensatory time off within twelve (12) months following the month in which the compensatory time was earned. A maximum of forty (40) compensatory hours may be accumulated in a twelve (12) month period. Compensatory time may not be carried beyond these twelve calendar months. Compensatory time not taken within twelve (12) months of being earned shall be paid at the overtime rate. Cash payment shall be made for hours in excess of the forty (40) compensatory overtime hours or upon layoff or termination of employment. The right of assignment as it relates to compensatory time and overtime is not grievable.
- C. Any unit member called back to work, either after normal working hours or on a day not worked, shall receive not less than two (2) hours of work at the overtime pay rate, irrespective of the actual time less than that required to be worked.
- D. Notwithstanding Sections A and B of this Article, the work week for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such a unit member shall be compensated for any work required to be performed on the sixth and seventh days following the commencement of the workweek at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the unit member designated by the District and authorized to perform the work.
- E. Lunch Period and Rest Periods

1. Unit members assigned to six (6) or more hours of work in any day shall be entitled to an unpaid, uninterrupted lunch period. The length of such lunch period shall be not less than one-half (1/2) hour nor longer than one (1) hour, and shall, for full-time unit members, be scheduled at or about the midpoint of each work shift. The time when the lunch period is scheduled shall be designated by the supervisor.
  2. One (1) paid fifteen (15)-minute rest period for each unit member shall be granted for each four (4)-consecutive-hour work period worked, at times approved by the immediate supervisor, but not during the first or last hour of the workday period.
  3. Unit members on mandatory standby during the lunch period will be paid at the appropriate rate for that period.
- F. The above provisions shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the operations of the District.
- G. When a unit member is required to work on any holiday, he/she shall be paid compensation for such work, in addition to the regular pay received for the holiday, at the rate of double the rate of pay for the hours worked. No additional day off will be granted when compensation is paid.
- H. Unit members whose positions will be reduced in hours shall be notified in writing no later than thirty (30) days prior to the effective date. The term "reduced" shall be construed to be any reduction whether total or partial. Any reduction shall occur in accordance with applicable Education Code Sections and shall be accomplished on the basis of seniority by classification.
- I. The duties of certain classes of positions are subject to fluctuations in daily working hours which are not susceptible to administrative control. As a consequence, the Board of Trustees, in accordance with Education Code Section 88026, exempts those classes listed below from overtime compensation for service in excess of eight (8) hours in the workday, but agrees that hours worked in excess of forty (40) hours in a workweek, or hours worked on a holiday, will be compensated on an overtime basis. In addition, positions may be added to this list with a mutual agreement between SEIU and the District.

Custodian II  
Custodian Lead  
Intercollegiate Athletics Technician  
MIS

- J. Alternate Work Schedule

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

1. All employees in a Department or Division looking at Alternate Work Schedule shall have the opportunity to participate, by mutual agreement.
2. Minimum staffing shall prevail in all Alternate Work Schedules (established before Alternate Work Schedule considered).
  - a. For every two (2) employees in a class, minimum staffing shall consist of one (1) employee. Seniority determines conflicts.
  - b. If a schedule cannot meet the minimum staffing requirements on a particular day, Alternate Work Schedule during that week shall be suspended in that Department or Division.
3. Alternate Work Schedule shall be suspended during weeks in which a holiday occurs. During holiday week, work hours shall return to the basic five (5) day work week.
4. Vacation will be charged at the Alternate scheduled hourly rate; that is when a vacation day is taken on a schedule ten (10) hour Alternate Work day, the employee will be charged ten (10) hours for that day.
5. Alternate Work Schedule shall not cause overtime to any other employee.
6. Alternate Work Schedule off days shall occur on Monday and Friday which shall be determined by the Department or Division. Only one half of a section may be scheduled off on either day.
7. Participation in an Alternate Work Schedule is not required for all District employees or for all Departments and Divisions.

K. Arranged Time

An employee and a manager by mutual agreement, in writing, may change an employee's regular work schedule to meet a particular need of the employee/employer at the time. This is not a permanent or temporary change in assignment. Any hours in excess of the normal work hours due to this arrangement will not constitute overtime pay. Article 11.B.1 does not apply in this arranged time. This arranged time shall not exceed one week.

- L. A unit member who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive workdays or more, shall have his/her basic assignment changed to reflect the longer hours, commencing on the twentieth (20th) day, in order to acquire his/her fringe benefits prorated accordingly.
- M. Subject to the needs of the District, overtime shall be distributed and rotated as equally as possible and practical among bargaining unit members and shall be posted within each department.
- N. Unit members may be eligible for assigned time or flex time for the purpose of attending classes in higher education that relate to their jobs or career aspirations if the following conditions are met:
1. Assigned Time

The first-line supervisor/manager, with the approval of the next higher level administrator, may assign a unit member during working hours with his/her concurrence, to a class, course, seminar, workshop or similar activity for the purpose of having the unit member learn specific skills needed in the execution of the unit member's job.
  2. Flex Time
    - a. Recommended by first-line supervisor/manager, and approved by the next higher level administrator.
    - b. If denied, appealable to the President or Vice Chancellor.
    - c. Only regular non-probationary unit members are eligible.
    - d. The class must be job related, related to career advancement with the District, and/or in a specific A.A. Degree program. Applications must contain the course title and day(s) and time of the class.
  3. Released Time

- a. Completed applications for release time shall be forwarded to the Screening Committee, whose function is to evaluate the application solely in terms of eligibility under Section 3(c). If the unit member is not eligible, the committee will return the application with a reason for lack of eligibility. If the unit member is eligible, the application shall first be forwarded to the first line supervisor with a notification to the unit member. The first line supervisor has five (5) work days in which to respond to the unit member in terms of approval or denial. Upon approval, the first line supervisor shall forward the application to the college President or Vice Chancellor. The college President or Vice Chancellor shall have five (5) work days in which to respond in terms of approval or denial. Upon approval, a copy of the application shall be forwarded to the unit member and Screening Committee. If denied by the first line supervisor or the college President or Vice Chancellor, the employee shall receive notification and reason for same within the timelines as noted above. The President or Vice Chancellor may appoint a designee.
  - b. If the request is denied, the unit member may appeal to the Chancellor.
  - c. To be eligible, a unit member must have completed forty-five (45) quarter units of college work and have been an unit member for five (5) years.
  - d. If offered, courses must be taken at one of the District's colleges and be either related to the unit member's job with the District or provide individual career advancement within the District. Courses taken on released time shall not be used toward CAAP awards. Applications must contain the course title, day(s) and time of the class and must describe the relationship to the unit member's job or career advancement within the District. Released time is only for actual time in class. The unit member shall use vacation, flex time or personal necessary leave to make up any travel time.
  - e. Released time is limited to fifteen (15) individuals per year.
4. Decisions made under Section 1 through 3 above, are not subject to the grievance procedure.

<b>ARTICLE 12. TRANSFERS AND VACANCIES</b>
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A. Concepts Involved

Unit member transfer embraces three (3) concepts:

1. transfer within class - the movement of an unit member from one position to another within the same classification and salary range at the same work site (college campus or the District office); and
2. transfer between classes - the movement of an unit member from one class to another class with an identical salary range at the same college campus or the District office, provided the unit member is qualified for the different class; and
3. transfer between colleges/District office - the movement of a unit member from one college to another, or to or from the District office, whether within the same class or from one class to another class with an identical salary range, provided the unit member is qualified for the different class.
4. A vacancy is an open position that the District has authorized to be filled.

B. Voluntary Transfers

1. Unit members may request transfer by submitting a written statement to the assigned manager. All unit members' requests will be forwarded through administrative channels to the appropriate supervisor for decision. If the request is denied, the unit member may request of the Chancellor or designee a conference or a written statement regarding reason(s) for the denial of the transfer request. Such reason(s) shall not be subject to the grievance procedures included in this Agreement.
2. All voluntary transfers will be based upon the best interest of the District, with due regard to the interests of the unit member.

C. Employer Initiated Transfers

1. A transfer of unit members may be made by the District at any time for any of the following reasons:
  - a. in order to balance the classified staff of the District by considering factors including, but not limited to, experience and the goals of the Affirmative Action and Equal Employment Opportunity Program;
  - b. a change in enrollment or work load necessitating transfer of unit members; and
  - c. to meet the District needs

2. A unit member may request of the President or designee a conference or a written statement regarding reason(s) for the involuntary transfer. Such reason(s) shall not be subject to the grievance procedures included in this Agreement.
3. In the exercise of this right of involuntary transfer, the District shall not act in a manner that is arbitrary, capricious or discriminatory.

D. Vacancies

1. When a vacancy exists, a notice will be posted both in-house and advertised to the general public. The pool of in-house applicants (if any) will be forwarded to the first-line supervisor or manager for review with the selection/interview committee. If there are three (3) in-house applicants who qualify (meet representative duties and minimum qualifications of the posted job announcement) after the application screening and interview(s), then one applicant must be selected for the position.
2. Any qualified unit member not selected for a position may request in writing to the District Human Resources the reason(s) for not being selected. District response will be in writing.
3. The promotion of unit members to a higher class within the classified service, as well as the opportunity to fill vacancies, shall be encouraged in order that the unit members may develop career opportunities within the District.

<b>ARTICLE 13. LAYOFF AND REEMPLOYMENT</b>
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A. Definition of Layoff

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

2. Day: A day is a calendar day.
3. Class: Each of the different job titles included in Appendix 2A is a class. E.g., College Clerk I and College Clerk II are different classes. Appendix 2A may be amended from time to time by the District to reflect new or deleted classes.
4. Hire date: - for purposes of this Article, hire date for seniority purposes shall be the first day of probationary service, except that an employee whose employment is interrupted in excess of 39 months shall be deemed to have been hired on the first day of his/her continuous reemployment as a probationary/permanent unit member.

B. Seniority

1. Seniority in class is based on length of service in that class plus higher classes from date of hire as a probationary or permanent classified employee. Leaves of absence do not constitute a break in service.
2. Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime, commencing or continuing after July 1, 1971. The District shall compute all time worked prior to July 1, 1971, on an annual-hours basis as though each unit member had worked full time, 2,080 hours for each twelve (12) months of service.
3. For those periods in which a bargaining unit member is serving in a substitute capacity in another class in lieu of his/her normal assignment, seniority shall be credited towards his/her normal assignment and shall not be earned in the substitute class.
4. Seniority lists shall be posted in visible locations and updated each fiscal year with a copy to the union chapter president.
5. If two (2) or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater classified hire date (District) seniority, or if that be equal then the determination shall be made by the earliest date of employment with the district in any non-faculty, non-student capacity, and if that be equal by lot under the supervision of the Human Resources Office.

C. Notice of Layoff

1. When as a result of a bonafide reduction or elimination of the service being performed by any department, bargaining unit members are subject to layoff for lack of work. Affected bargaining unit members shall be given written notice of layoff not less than thirty (30) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.
2. When, as a result of the expiration of a specially funded program, bargaining unit members' positions must be eliminated at the end of any school year, and bargaining unit members will be subject to layoff for lack of funds, the bargaining unit members to be laid off shall be given written notice on/or before May 29 informing them of their layoff effective at the end of such school year. Other layoffs for lack of funds shall be made with thirty (30) days notice except as set forth in Section C(3).
3. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of bargaining unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Trustees, without the notice required by aforementioned subsections.
4. The layoff notice shall contain the reason for the layoff, the effective date of layoff and a statement of "bumping," rights (if any), a statement that the unit member may accept layoff and of reemployment and unemployment benefits rights and shall be accompanied by a statement of seniority. The seniority lists shall be posted as provided in Article 4, Union Rights, Section A, of this Agreement, and normally twenty-five (25) days in advance of a layoff, but in any circumstance at least two weeks prior to the effective date of any layoff. The Union shall receive a copy at the time of posting. Bargaining unit members and the Union shall have the duty to provide information to the District regarding any errors or discrepancies in the seniority list within twenty-five days of the posting. Failure to provide any such information shall exempt the District from back pay provisions of Article 13 Layoff and Reemployment, Section G(6), Erroneous Layoff. Moreover, reinstatement will not take place until the District has had the opportunity to give another unit member thirty (30) days notice of layoff, if necessary.
5. The written notice of layoff shall be provided to unit members and SEIU not later than thirty (30) days before the effective day of layoff. When more than one (1) position is affected by layoff, the District shall call a meeting of affected members to inform them of their options and elicit their preferences. This meeting will be held not later than ten (10) workdays before the earliest layoff date of any member of the group.

D. Bumping Rights

1. Unit members identified for layoff may exercise bumping rights into an equal or lower class in which they have served if they have more seniority in that class plus higher classes than someone currently serving in that class.
2. If the unit member has seniority in more than one class or position of equal salary range, the unit member shall bump the overall least senior unit member. If the unit members of those two classes or positions have equal seniority the determination as to who shall be laid off will be made on the basis of greatest classified hire date (District) seniority or if that be equal the determination shall be made by the earliest date of employment with the district in any non-faculty, non-student capacity and if that be equal by lot under the supervision of the Human Resources Office.
3. For purposes of bumping, a unit member can only bump into an equal or lower percentage of the same class.
4. In lieu of exercising bumping rights, a unit member may elect to be laid off or, if eligible, to retire. Bargaining unit members who select voluntary layoff shall be entitled to the same rights and benefits as members who are separated involuntarily under this Article. Bargaining unit members who elect to retire shall be entitled to the rights set forth in Section F of this Article.
5. In order to be eligible for any of the above selections the more senior bargaining unit member must possess the essential skills necessary to perform the duties of the position as described in the incumbent's job announcement.

E. Reemployment After Layoff

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

2. Laid off unit members who, at the time of layoff, took a voluntary demotion or voluntary reduction in assigned time shall be, at their option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available for a period of sixty-three (63) months from the effective date of layoff. Such unit members shall be ranked in accordance with their seniority on the reemployment list.
3. Offers of reemployment shall be made via the U.S. Mail Service, Certified Return Receipt Requested, to the last known address of the bargaining unit member, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, and current job description, and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the bargaining unit member's signature. Bargaining unit members shall be responsible for notifying the District in writing of all changes of address. SEIU shall be notified when any bargaining unit member rejects reemployment.
4. If the District fails to receive an acceptance within ten (10) calendar days after sending the offer, it shall consider that the unit member has declined that offer of reemployment. If a unit member declines a second offer, he/she shall have waived the right to reemployment offers until he/she notifies the District of availability within the remainder of his/her reemployment period. Any offers of reemployment in lower classification or for fewer hours or workdays than the position from which the unit member was laid off may be declined without prejudice.
5. If a unit member accepts any offer of reemployment, he/she must report to work within eleven (11) workdays following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the District approved an earlier reporting date.
6. The District may simultaneously send out notices of vacancy to more than one (1) unit member on a reemployment list provided that a more junior unit member may be given the vacancy only when those with more seniority have declined or waived it.

F. Retirement and layoff

Notwithstanding any other provision of law, any bargaining unit member who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement system of the fact that retirement was due to layoff for lack of work or of funds. If the bargaining unit member is subsequently subject to reemployment

and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement system has properly processed his/her request for reinstatement from retirement.

G. Miscellaneous Provisions

1. Upon reemployment from layoff, a bargaining unit member will advance to the next step on the salary schedule when the unit member has worked the required length of time necessary for the salary step. Example: The unit member has worked three (3) months at step 4 when laid off. Upon reemployment, the unit member must work nine (9) months for a total of twelve before advancing to step 5. This date will be the new anniversary date.
2. It is the intent of the parties that the District has the right to direct the work force in order to provide services; and in providing such services, it is the intent that the utilization of non-bargaining unit members will not result in the arbitrary or capricious displacement of laid-off or reduced bargaining unit members, or the arbitrary or capricious denial of recall rights of bargaining unit members on the recall list.
3. If the District utilizes substitutes, bargaining unit members who have been laid off and who have seniority in that class will be given the opportunity to work as substitutes if such bargaining unit members request placement on the substitute roster. Compensation for such substitute employment shall be at the established substitute rate.
4. Subjects covered in this article shall not be subject to re-negotiation in the event of layoff, nor will the implementation of layoffs be delayed by any request to negotiate any effects of layoff.
5. The reason of layoff (lack of work or lack of funds) shall not be subject to the grievance procedure. Violations of the expressed provisions of this Article may be grieved.
6. Erroneous Layoff

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

## ARTICLE 14. RECLASSIFICATION

### A. Purpose

The District and the Union believe it is important to maintain a fair and equitable reclassification system. Because duties and responsibilities change over time, the parties have agreed to the following system to upgrade and recognize changes which take place. When the District proposes to change the content of a class specification (as a result of the procedures outlined below or as a result of normal classification updates), the proposed revised class specification shall be sent to the Union prior to being sent to the Board of Trustees, with ample opportunity for the Union to review the proposal and meet and confer, if the Union chooses.

Decisions regarding reclassifications shall be based on substantial and permanent changes in the level of duties and responsibilities of the position assigned by the District.

An increase in the volume of work shall not be the basis for a reclassification.

### B. Request for Reclassification

1. A request for reclassification may be initiated by management or by the employee. The employee must be a permanent classified worker and must have been performing the work, which is the basis for the reclassification request for at least six (6) months before the reclassification request. To make a request for reclassification, management or employee shall submit a request for reclassification to the Director of Human Resources and the employee's supervisor and/or manager by July 15/January 15. The request shall include:
  - a. A completed reclassification request form (employee portion)
  - b. A copy of the employee's current class specification (available from Human Resources Department)
  - c. Any additional supporting documentation
2. The employee shall retain a copy of the request packet and give a copy to the Union chapter president.
3. An employee who has applied for reclassification may not apply for another reclassification for at least two years from the date of the last reclassification request. An employee who has applied for and been denied a reclassification may not reapply unless the employee's work duties are changed and are inconsistent with the job description for the employee's classification subsequent to the denial.

### C. Reclassification Consultant

1. The reclassification consultant shall be chosen jointly by the District and the Union. The cost of the reclassification consultant fee shall be borne equally by the District and Local 790, SEIU.
2. The reclassification consultant will receive the reclassification packets and will review based upon the following:
  - a. The completed reclassification request form
  - b. Desk audit, if deemed necessary
  - c. Internal or external audits of other similar or related positions as necessary
  - d. Interviews with the employee and employee's supervisor and/or manager
  - e. Any other relevant information requested by the Consultant
3. Consultant to render a recommendation to the Director of Human Resources and the Union hall by October 1 for reclassification requests made on or before July 15, and April 1 for reclassification requests made on or before January 15 of any school year.

D. Decision

1. The Director of Human Resources will consult with appropriate college president or chancellor and issue a reclassification decision to the employee by October 15/April 15.
2. Upon notification of the reclassification decision, the employee may request through the Director of Human Resources a meeting in person with the consultant to discuss the decision.

E. Appeal

1. An employee may appeal in writing the reclassification decision to the Director of Human Resources by November 1 and May 1 respectively. The Appeal will be heard by a Panel, which is composed of two Union representatives appointed by the Union, a College/District Manager appointed by the Chancellor and the Director of Human Resources. The consultant may attend and serve as resource to the Panel but does not have a vote.
2. Director of Human Resources will establish a meeting date between the employee and the Panel for the Appeal meeting.

3. The Panel will meet with the employee to receive and review additional information that the employee may wish to provide. The supervisor and/or manager may be asked to attend and address the panel.
4. The Panel will render a recommendation and communicate that recommendation in writing to the Chancellor. The Chancellor will render the final decision. The Director of Human Resources will then send notification to the employee and supervisor. If the appeal is denied, reasons will be given.
5. Union will be notified of the decision of the Appeal.
6. There will be no further appeals.

F. Implementation of Approved Reclassification

The reclassification application submitted July 15 and approved at the subsequent January Board of Trustees board meeting, shall be effective January 1. The reclassification application submitted January 15 and approved at the subsequent July Board of Trustees board meeting, shall be effective July 1.

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

Reclassification Process Time Line

June/December	Classified Reclassification Request forms available
July 15/January 15	Reclassification applications due to Director of Human Resources and supervisor (or manager if no supervisor)
July 20/January 20	Supervisor and/or manager to complete reclassification application form and return to Director of Human Resources and applicant.
August 1/February 1	Director of Human Resources will provide reclassification application form to managers for review and comments
August 15/February 15	Managers return comments regarding the application to Director of Human Resources
August 20/February 20	Reclassification applications forwarded to Consultant
August 25/February 25	Consultant receives materials and begins job audits
September/March	Audits continue

October 1/April 1	Director of Human Resources receives Consultant's results
October 15/April 15	Director of Human Resources issues reclassification decisions
November 1/May 1	Appeals due to Director of Human Resources
November 1/May 1	Appeal process begins
December 1/June 1	Reclassification results sent to Chancellor for final decision
January/July	Board of Trustees approval of reclassification
Request for Reclassification Review Form (Appendix 14A)	

<b>ARTICLE 15. COMPENSATION</b>
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A. Salary Adjustment Procedures for July 1, 2001 to June 30, 2004

The procedure described below involves only unrestricted dollars, unrestricted COLA, unrestricted Growth, unrestricted wages and benefits and unrestricted money in the Compensation Fund. Changes in the compensation of employees paid from a restricted source of revenues such as categorical shall be identical in nature to the changes described below except as dictated by the requirements placed on the use of those funds by the funding agency.

1. COLA dollars shall be distributed retroactive to July 1 once the percent is known following the Advanced Apportionment or at the latest by October.
2. COLA dollars shall be split on a district-wide 90/10 percent basis (90 percent to wage and wage-related benefits and 10 percent to allocation model).
3. Funded Growth shall be distributed on July 1 following the P2 report which usually comes out in June.
4. Funded Growth shall be split on a 44/56 percent basis (44 percent to wage and wage-related benefits, and 56 percent to allocation model).
5. The New Money in the Compensation Fund which is released by the reserve committee (and approved by the District Budget Study Group and the Board of Trustees) in the spring of each year following the P1 report in February shall trigger a change in salary schedule effective July 1 of the same calendar year (i.e.,

not retroactively). The New Money may be either positive or negative. The amount of New Money available is determined by a salary formula. (The technical details are contained in Appendix 15A.)

6. The New Money shall be split on a 90/10 percent basis (90 percent to wage and wage-related benefits and 10 percent to allocation model) regardless of whether it is positive or negative.
7. All money released for wages and wage-related benefits shall be converted into a percent to be placed on the salary schedule following a fixed procedure. (The technical details are contained in Appendix 15A.) Starting July 1, 2002, Health Benefits premium increase costs which take effect each July 1 shall be converted to a percentage of salary and up to a maximum of 0.25% shall be deducted from the percentage derived from COLA and Funded Growth distribution to the classified salary schedule.

Example:

If the amount of COLA dollars is 4.0%, Funded Growth is 2.0%, and the Health Benefits increase is equal to 0.75% salary, the maximum allowable amount of Health Benefits offset of 0.25% shall be deducted from sum of the COLA and Funded Growth, resulting in the amount to be applied to the salary schedule of 5.75% ( $4\% + 2\% - 0.25\% = 5.75\%$ ). If the Health Benefits increase is equal to 0.15% salary, then the resulting salary schedule application would be 5.85% ( $4\% + 2\% - 0.15\% = 5.85\%$ ).

8. Once distributed, COLA and Funded Growth shall never be removed even if the state takes back money at a later date. Any necessary decrease in the salary schedule shall be achieved through the mechanism of the Compensation Fund.
9. All New Money shall be distributed unless the Unions and the Board of Trustees, by mutual agreement, decide to withhold a portion of the full amount of an indicated increase resulting from New Money for the purpose of preventing a negative New Money in the immediately following cycle.
10. At the end of a contract period, this procedure shall remain in effect until or unless a new procedure is instituted by the new contract.

B. Salaries

Classified unit members shall be paid on the Classified Salary Schedule A (incorporated as Appendix 2A of this Agreement).

C. Initial Placement on the Salary Schedule

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

D. Earning a Service Increment

1. A unit member with regular status in the Classified Service, and occupying a position which is half-time or more for a period of no less than six (6) months in a school year will be advanced to the next higher step of the salary range assigned to the position class on the unit member's anniversary date, providing that the performance evaluation for that year has been satisfactory. With satisfactory performance evaluation, subsequent service increments shall be granted on each anniversary date until the maximum step of the unit member's salary range is reached. The Board of Trustees may, upon recommendation of the Chancellor, withhold a service increment for less than satisfactory service upon providing the unit member notice and an opportunity to be heard. If the unsatisfactory performance is subsequently remedied, the previously withheld service increment will then be granted, upon approval of the Board of Trustees.

2. Service Increments for Regular Hourly Unit Members - Effective July 1, 1984, unit members with regular status in the classified service, and occupying a position which is less than half-time or less than six (6) months in an academic year, will be advanced to the next higher step of the salary range assigned to the position class on every second anniversary date, providing that the performance evaluation for that year has been satisfactory. The Board of Trustees may, upon recommendation of the Chancellor, withhold a service increment for less than satisfactory service upon providing the unit member notice and an opportunity to be heard. If the unsatisfactory performance is subsequently remedied, the previously withheld service increment will then be granted, upon approval of the Board of Trustees. This provision shall have no retroactive effect.

E. Working Temporarily Out of Classification

Unit members may be assigned to work temporarily in a higher position classification where fifty-one percent (51%) or more of the work assignment is out of their regular classification (i.e., where duties and responsibilities are performed which are not reasonably related to those prescribed in the individual's regular position class specification). Where the assignment lasts for more than five (5) working days within a fifteen (15) calendar day period, the unit member shall be paid an increased salary for the entire period of the temporary assignment. Unit members so assigned will be paid at Step 1 of the appropriate salary range for the temporary position or at an increase of five

percent (5%) above the salary earned in the regularly assigned position, whichever is greater.

F. Salary Adjustment and Step Placement

The Board of Trustees may, upon recommendation of the Chancellor, provide for adjustments in Classified Salary Schedule A, to unit members, for reasons including the following:

1. Change in Presently Assigned Range Resulting from a Salary Survey

- a. Salary surveys may be made periodically for one (1) or more position classes in order to determine whether the salaries are competitive with similar position classes in selected agencies in the labor market area.
- b. When it is determined that salary ranges assigned to one (1) or more classes of positions must be revised upward in order to maintain competitive salaries, incumbents who occupy positions within the class will retain the same anniversary date and the step held in the presently assigned range.

2. Promotion to a Higher Class

Upon being selected for promotion to a position in a class with a higher salary range, a unit member will be placed at the first step of the higher applicable salary range provided a minimum five percent (5%) upward adjustment over the present rate of pay occurs. In the event this does not occur, the unit member will be placed on such step in the applicable new range that provides a minimum five percent (5%) upward adjustment in salary where such is possible within the designated pay range. A new anniversary date will be the effective date of new assignment.

3. Change in Classification of Position to a Lower Level

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

4. Voluntary Reassignment to a Lower Class

A unit member who voluntarily requests a reassignment to a position in a class with a lower salary range shall be placed in the same step on the new range and shall retain the same anniversary date.

5. Involuntary Reassignment to a Lower Class

A unit member who is reduced in class shall receive the salary paid at the same step as that held in the previous class and shall retain the same anniversary date.

6. Transfer

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

7. Reassignment Due to Layoff

A unit member who, in lieu of layoff, elects reassignment to a position in a class with a lower salary range shall be placed at the same step on the new range and shall retain the same anniversary date.

G. Medical Examinations

1. If required by the Chancellor or designee, a unit member shall take a physical examination from a physician designated by the Chancellor or designee and at District expense.
2. All unit members must have a state-required TB (tuberculosis) test every four years. The test will be paid by the District each time after the initial TB test upon hiring and employees shall be given time off to get tested, if requested. District shall notify employees ninety (90) days prior to the date of the test. Unit members who do not have current TB results on file with the District will be placed on unpaid leave until the TB test results have been provided to the District.

H. Career Advancement Awards Program (CAAP)

The unit members currently receiving awards for completion of the CAAP program will continue to receive their awards until they resign or retire. The unit members who have completed the program but are waiting to be added to the compensation program and unit

members who have applied and been approved for the program will have an option on the payment of the award.

1. Approved Activities

Eighteen (18) quarter or twelve (12) semester units of credit, or the equivalent as determined by the Career Advancement Awards Program Committee, must be successfully completed. An "Option Program" may be also selected which  
required nine (9) quarter or six (6) semester units of credit, or equivalent.

Once selected, a program cannot be changed in unit value. Units of credit, or the equivalent hours of training and study, shall be granted for approved activities which are completed outside the unit member's paid work week, and in the following categories:

- a. approved courses clearly related to job performance or career advancement in this District, and offered by an accredited educational institution; and
- b. special training projects to develop particular skills and knowledge of significant value to the District.

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

2. Awards

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

a.2. After January 1, 1998, all unit members who are currently enrolled in a CAAP program but have not yet completed all the requirements may elect to accept a one time payment of one thousand five hundred dollars (\$1,500) or seven hundred dollars (\$700) for the "Option Program" after completion of their CAAP program in lieu of the above payment schedule in section 2.a.1.

a.3. Unit members who have already completed their CAAP program, but are waiting to be added to the compensation program as outlined in 3.b below, may also elect the compensation method described in section 2.a.2.

- a.4. Upon signing the contract agreement between the District and Service Employees International Union, Local 790, there will be no new applications accepted.
- b. A unit member may not earn an award more often than once in any three (3) year period. However, there is no time limit on the amount of time taken to complete a program.
- c. A maximum of four (4) such permanent increment awards may be earned during a person's tenure with the District.
- d. As of January 1, 1998, unit members waiting to be added to the compensation program and unit members approved for the program but not completed will have sixty (60) days to inform the District, in writing, of their selection of award payment. The award payment is "one time" payment, as described in section 2.a.2 or "monthly" payment, as described in section 2.a.1.

3. Award Effective Date

- a. The effective date of each Career Advancement Awards Program shall be on the first day of the second month immediately following completion of the program as certified by the committee to the Chancellor.
- b. No more than three (3) individuals can be added to the compensation program in each fiscal year.

I. Personal Vehicles (Mileage)

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

J. College Fee Reimbursement

Effective January 1, 1998, the District will reimburse to unit members the costs of enrollment fees for course work offered by the District or other educational institutions. The form entitled "Enrollment Fee Reimbursement Application" is available from the District Accounting Department. Eligibility for such reimbursement shall be based upon:

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

The District will reimburse the unit member at the unit cost of the prevailing California Community College fee. The total District reimbursement under this section will not exceed nine thousand dollars (\$9,000) per year.

<b>ARTICLE 16. EMPLOYEE BENEFITS</b>
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- A. The District shall provide all eligible unit members and their dependents with medical, dental, and vision. The District shall also provide life insurance and long-term disability plans to all eligible unit members. These benefit plans shall be fully paid by the District except that the District will contribute to the payment of health benefits an amount equivalent to the cost of the most expensive of the health maintenance organization (HMO) plans in existence at the time of the signing of this Agreement. Coverage of all benefit plans shall be maintained at the current level or better unless negotiated otherwise by SEIU and the District. SEIU and the District agree to meet regarding cost containment of benefits.

In addition, the District shall provide a pre-tax salary deduction program (IRS-125 Plan) subject to IRS approval for the purpose of: Part One, paying for dependent care; Part Two, health plan premiums and Part Three, other approved health-related expenses. Subject to IRS approval, the maximum amount that an employee may have deducted for Part One is \$5,000 in the plan year and Part Three shall be limited to \$1,500 for the plan year.

B. Eligibility Requirements

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

1. Period of Coverage and Payment of Premiums

a. Full-Time Unit Members

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

b. Part-Time Unit Members

Unit members who are employed half-time or more for a period of nine (9) or more consecutive calendar months in the school year may choose to accept one or more of these benefits and shall be entitled to the selected benefits for the entire school year, but shall share the premium charges in

the same ratio as their actual service assignment bears to a full-time assignment, the unit member share to be paid in advance by personal payroll deduction.

- c. Should the eligible full-time unit member choose not to accept or participate in any medical plan or benefit identified in Section A. above, the District shall offer the unit member a \$100.00 tax-sheltered annuity (TSA) per month, subject to IRS approval.

## 2. Other Provisions

- a. Unit members who are granted leaves of absence without pay in excess of thirty (30) calendar days in any school year shall not be entitled to the extension of health and welfare benefits during the inclusive dates of such leaves of absence. Such unit members, however, may continue their enrollment in existing group insurance plans at the unit members' own expense. Leaves in excess of thirty (30) days must be taken in one continuous period and may not be interspersed with vacation or other paid leave in order to avoid paying for continued health benefits. If the leave of absence without pay reduces a unit member's time assignment to less than full-time, but equal to or greater than fifty percent (50%) of a similar or related full-time position, premium charges shall be shared by the District and the unit member under the ratio established above.
- b. Group insurance benefits shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Except as provided in Article 16 Employee Benefits, Section B.2.a., group insurance benefits for unit members whose service ends during or at the end of the school year or who are granted leave of absence without pay in excess of thirty (30) calendar days shall terminate at the end of the calendar month during which the service ends or the leave of absence begins.
- c. Unit members employed prior to July 1, 1972, who were employed half-time or more and for a period of at least three (3) consecutive calendar months in the school year shall continue to receive those group insurance benefits as of record on June 30, 1972, with the same degree of District participation in premium costs.
- d. Domestic Partners

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

C. Group Medical Insurance for Retirees

For bargaining unit members hired before July 1, 1984 only:

1. The District will continue to pay the cost of the District's group medical insurance plan(s) for each unit member and spouse following retirement of the unit member, provided that the unit member has rendered full-time service (100% assignment) to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

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

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

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

2. A "retired" unit member shall be defined as one who has retired from service and who is eligible for or is receiving a retirement allowance from the Public Employees' Retirement System or the State Teachers' Retirement System.
3. Benefits will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse may continue group coverage at his/her own expense and with advance payments as determined by the District.

4. When two (2) District employees who are married retire, the District will pay the cost of only one medical insurance plan, to continue during their lifetimes. Should one, or both employees be required to make a co-payment, this co-payment shall be the lesser of the two. If one is deceased, then the spouse can continue the District insurance plan based on his/her own earned rights for insurance.
5. The retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse.
6. The District medical plan will be limited to the coverage provided for active unit members. Medical insurance plans can be changed from one company to another by the retiree under age sixty-five (65) years once during the annual enrollment period established in the District. Changes between companies for retirees who are sixty-five (65) years and older will be subject to the policies in effect at that time by the insurance companies providing medical coverage.
7. Effective January 1, 1998 the following process shall be followed:
  - a. When an eligible unit member notifies the District of his/her intent to retire, the district will provide the unit member with information relating to retirement benefits. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan, and be eligible for continuance under any special requirements which are part of that plan.
  - b. When a retired unit member or spouse who has been determined to be Medicare A eligible reaches the age of sixty-five (65), it is understood that they must enroll in both Medicare Part A and Part B during their initial enrollment period as specified by the Social Security Administration. To be eligible for the District paid Medicare Risk HMO or the Medicare Supplement (PPO), the retiree or spouse must enroll in the District program at the time of enrollment in Medicare Part A and Part B. The District will pay for Part B. If the retiree and/or his/her spouse are ineligible, he/she must show proof of the ineligibility.
  - c. It is understood that if in some future year, any of the current carriers are changed, the District does not have an obligation to replicate the coverage provided by a lost carrier. Additionally, both parties understand that the District's obligation does not include maintenance of a particular coverage that was available when the retiree left the District.
8. Out-of-Country Retirement Medical Coverage for Eligible Retirees  
(For those employees hired prior to July 1, 1984)

Election and Conditions

- a. This option may be elected solely at the discretion of the retiree. It is available to all eligible current and former retirees any time they permanently move outside the U.S. where no current District retiree medical coverage exists.
- b. The retiree must state in writing to the District that permanent residence is being taken outside the country at least sixty (60) days before the move occurs.
- c. It is the retiree's sole responsibility to arrange for a personal (plus spouse) medical coverage policy with a foreign carrier. The District is not required to help in this search and is not responsible for the performance of the policy selected by the retiree.
- d. A contract for the medical coverage must be sent to the District before any payments for the coverage are made. The contract must state the monthly premium rate for a period of one year.
- e. The policy and payment method must be constructed in a way that prevents the District from incurring any tax liability (IRS or otherwise). IRS regulations preclude payment being made to the retiree. Payment must be made directly to the medical carrier.
- f. District Responsibility: The District will pay to the retiree's foreign medical carrier a monthly amount up to the maximum monthly amount that is paid to a carrier for the working members of the bargaining unit at the time the coverage is initiated.
- g. If the cost of the foreign medical coverage contract is not stated in U.S. currency, the monthly premium to be paid by the District shall be calculated based upon the foreign exchange rate on the day of receipt of the contract at the District Office. This fixed monthly payment shall be made by check directly to the foreign policy carrier on a monthly or quarterly basis (at the District's discretion) in U.S. funds and will not change for the duration of the one-year contract.
- h. Retiree's Responsibility: The retiree will be responsible for any exchange rate fluctuations and will have to personally pay the difference between the exchanged funds received by the foreign carrier from the District and the cost of the policy.
- i. The retiree must notify the District in writing each quarter that

he/she is in need of continuing medical coverage. Failure to provide such notification will cause the District to withhold payment to the foreign policy carrier until such notice is received.

- j. If the retiree wishes to change to a different foreign medical carrier, all the requirements and conditions noted above in paragraphs 1-9 must be satisfied under the new coverage policy before the change can occur. Changes can only be made during open enrollment periods or when the existing policy is no longer available.
- k. If the retiree wishes to return to the U.S. as a permanent resident, written notice of such intent must be received by the District. The retiree will be allowed back into the plan within thirty-one (31) days of losing their other coverage and choose among policies available to retirees under the conditions of the current contract with the bargaining unit.
- l. Unit members employed on or after July 1, 1984 will not be eligible for coverage set forth in this section.

D. Group Medical Insurance for Retirees Hired on or after July 1, 1984

- 1. Definition: A “retired” employee shall be defined as one who has retired from District service and who is eligible for, or is receiving a retirement allowance from the Public Employees’ Retirement System or the State Teachers’ Retirement System.
- 2. Effective January 1, 1998 all eligible unit members employed on or after July 1, 1984, shall be able to participate in District group medical retirement benefits under the conditions stated in 16D.3, 16D.4 and 16D.5, subject to the following understanding:
  - a. When an eligible unit member notifies the District of his/her intent to retire, the District will provide the unit member with information relating to retirement benefits. At the time of retirement, the retiree must be enrolled in a District group medical insurance plan, and be eligible under any special requirements which are part of that plan.
  - b. Both the District and the Union recognize that carriers, plans, and coverage’s available to retirees may change in the future. Retirees will be allowed to continue enrollment in District plans that are available to active employees at any time in future years, subject to any restrictions imposed as stated in 16D.2a. It is understood that if in some future year, any of the current carriers are changed, the District does not have an obligation to replicate the coverage provided by a lost carrier. Additionally, both parties understand that the District’s obligation does not include

maintenance of a particular coverage that was available when the retiree left the District.

3. Coverage for Eligible Retirees Under the Age of Sixty-Five

- a. District premium payment limits are based upon paid medical coverage provided to active employees. The District contribution to the payment of health benefits for an active employee is limited to an amount equivalent to the cost of the most expensive Health Maintenance Organization (HMO) plan(s) available to active employees during any particular year.
  
- b. The District contribution toward group medical coverage for the retiree and spouse, until the affected retiree or spouse reaches age sixty-five or otherwise becomes eligible for Medicare Coverage, shall be limited to a percentage of the maximum health benefits premium as cited above in 16D.3a. This percentage is determined from the table shown below. This table, based upon years of service in the District and age at retirement, shows the percentage of the premium to be paid by the retiree. Beginning July 1, 2002, the retiree’s co-payment shall continue at this percentage level until the retiree reaches age sixty (60) or age of retirement, whichever is later, at which time the premium cost to employee shall freeze and remain at that maximum amount and not be increased. Any required co-payments must be made in advance to the District in order for coverage to continue.

Schedule of Percentage Co-payments  
Based on Active Employee Paid-Level of Medical Premium

		<b>Years of Service</b>																					
		10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
<b>Age At Retire- ment</b>	<b>55</b>	X	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	
	<b>56</b>	X	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	
	<b>57</b>	X	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	
	<b>58</b>	X	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	
	<b>59</b>	X	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	
	<b>60</b>	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0
	<b>61</b>	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0
	<b>62</b>	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0
	<b>63</b>	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0
	<b>64</b>	55	50	45	40	35	30	25	20	15	10	5	0	0	0	0	0	0	0	0	0	0	0
	<b>65</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**The table is based on the following rule:**

If age plus years of service  $\geq 85$ , then there is no co-payment. Each decrease of one year in either age or years of service, increases co-payment by 5%.

Squares that show an X mean that the retiree does not qualify for retirement medical coverage. (See paragraph c below).

Example: An employee retires at age 60 with 23 years of service. The co-payment is ten-percent (10%) of the covered cost of medical benefits. (See 16.D.3 for limits in coverage.) This co-payment continues until age 65. At age 65, the retiree must enroll in Medicare Parts A and B. The District pays for Medicare Part B and a District-approved Medicare Risk HMO plan.

- c. It is further understood that all retirees must meet the same conditions for continuous service before retirement as set forth in Article 16C.1 in order to qualify for District Group medical benefits, namely, that the employee has rendered full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement, as follows:

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

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

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

#### 4. Medical Coverage for Eligible Retirees Upon Reaching Age Sixty-Five

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

- a. A retiree must enroll in Medicare Parts A and B during his/her initial enrollment period as specified by the Social Security Administration. If the retiree and/or his/her spouse are ineligible, he/she must show proof of the ineligibility. The District shall pay for Medicare Part B and a District-

approved Medicare Risk HMO plan. The District's payment will be limited to the highest Medicare Risk HMO. If the unit member wants the Medicare Supplement (PPO), the unit member must pay the difference.

- b. If a retiree fails to enroll in Medicare Parts A and B during the Medicare Initial Enrollment Period, as specified above, he/she forfeits all rights to participate in any District sponsored group plans.
  - c. Furthermore, upon reaching age sixty-five (65), the spouse of a retiree must also enroll in Medicare Parts A and B during his/her initial enrollment period as specified by the Social Security Administration, if the spouse wishes to continue group coverage under a District-sponsored group plan.
  - d. If the spouse of a retiree fails to enroll in Medicare Parts A and B during his/her Medicare Initial Enrollment Period, as specified above, he/she forfeits all rights to participate in any District sponsored group plans.
  - e. If the retiree or spouse enrolls in Medicare and the other is not yet eligible for Medicare, then the one who is not eligible can continue group coverage at the rates charged the retiree under 16D.3b until the spouse reaches age 65 or otherwise becomes eligible for Medicare coverage.
5. Medical Coverage for Active Employees who are Age Sixty-Five or Older is subject to Federal Medicare Regulations and such unit members are advised to inform themselves about these regulations.
  6. Regular unit members who are absent because injury or illness, and who have (1) exhausted all paid leave, (2) are on leave of absence without pay, and (3) who are eligible for Group Medical Insurance for Retirees, shall continue to receive medical benefits without a break in coverage, so long as all of the aforesaid conditions still apply.
  7. Spousal benefits upon death of retiree. Benefits will continue during the life of the retiree. Upon the death of the retiree, the retiree's spouse may continue group coverage at his/her own expense and with advance payments as determined by the District, subject to the following:
    - a. Upon reaching age sixty-five (65), the spouse of a deceased retiree must also enroll in Medicare Parts A and B during his or her initial enrollment period as specified by the Social Security Administration, if the spouse wishes to continue group coverage under a District-sponsored group plan at his/her own expense.

- b. If the spouse of a deceased retiree fails to enroll in Medicare Parts A and B during his/her Medicare Initial Enrollment Period, as specified above, he or she forfeits all rights to participate in any District-sponsored group plans.
8. When two District employees who are married retire, the District will pay the cost of only one medical insurance plan, to continue during their lifetimes. Should one, or both employees be required to make a co-payment, this co-payment shall be the lesser of the two. If one is deceased, then the spouse can continue the District insurance plan based on his/her own earned rights for insurance.
9. Payment of Premiums for eligible dependents. The retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than the spouse.
10. Medical insurance plans can be changed from one company to another by the retiree once each year during the annual open enrollment period established by the District. Changes between health carriers for retirees will be subject to the policies in effect at that time by the carriers providing medical coverage. See article 16D.2b.

E. Group Medical Insurance for Retirees Due to Disability

1. Coverage: The District will continue to pay the cost of a District group medical insurance plan for any unit member and spouse following retirement of the unit member from District service due to disability, provided that the unit member has attained the age of fifty (50) and has rendered ten (10) years' full-time service to the District at the age of retirement, including the five (5) years immediately preceding retirement.
2. Definition: A "disability-retired" unit member shall be defined as one who has involuntarily retired from service and resigned from the District due to disability and who is receiving a disability retirement allowance from the Public Employees' Retirement System or the State Teachers' Retirement System.
3. Term: A disability retiree who meets the minimum service requirements of ten (10) years' full-time service, including the five (5) years immediately preceding retirement, but who has not attained the age of fifty (50) years at the time of retirement may continue to receive medical insurance coverage from the District if the unit member chooses to continue coverage and agrees to pay quarterly the full amount of premium due to the District in one (1) advance quarterly payment. If such premium payments are continued without break by the unit member until attainment of age fifty (50), the District shall at that time assume the full premium cost.

4. Benefits will continue during the life of the disability retiree. Upon the death of the retiree, the surviving spouse may continue Group coverage at his/her own expense and with advanced payments as determined by the District. If said retiree's spouse is employed by the District, in no instance will the District pay more than the premium cost for one (1) medical plan covering unit member and spouse.
5. The disability-retired unit member may pay the additional premium(s) necessary to provide coverage for eligible dependents other than spouse, to be made by quarterly advance payments to the District.
6. Medical Eligibility: The District medical plans will be limited to the coverage provided for active unit members. The requirements cited in 16C.7, apply to unit members who were employed on or before July 1, 1984, who are planning to take disability retirement. The requirements cited in 16D.4, apply to unit members who were employed on or after July 1, 1984, who are planning to take disability retirement. Specific Medicare Regulations and protections apply to disability retirements and a unit member who is retiring under PERS or STRS disability provisions must consult the Social Security Administration for details.

Changes between companies for disability retirees will be subject to the policies in effect at the time by the insurance companies providing medical coverage. Also see Article 16D.2b.

F. Fringe Benefits Upon Death of Unit Member

Upon the death of a unit member, the District will provide continuation of the benefits as specified in Article 16A of this Article for eligible dependents through the end of the month next following ninety (90) calendar days from the date of death of the unit member. Upon the death of a unit member, the surviving spouse may continue the District's benefit programs with advance payments as determined by the District, and accepted by the insurance carrier. Also see Article 16C.

G. Waiver of Rights by Retirees

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

H. Change in Family Status Notification

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

<b>ARTICLE 17. LEAVES OF ABSENCE</b>
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A. The benefits which are expressly provided by this section are the sole benefits which are part of this Agreement, and it is agreed that other statutory or regulatory leave benefits which are not mandatory are not incorporated, either directly or impliedly, into the Agreement, nor are such other benefits subject to the grievance procedure.

B. Personal Illness, Injury and Quarantine

1. Full-time Unit Members

- a. Full-time unit members who are employed five (5) days a week for the full fiscal year shall be entitled to twelve (12) days' leave of absence for illness, injury or quarantine with full pay for a fiscal year of service.
- b. If employed five (5) days a week, but less than a full fiscal year, the unit member is entitled to that proportion of twelve (12) days' leave of absence as the number of months employed bears to twelve (12).

2. Part-time Unit Members

If employed less than five (5) days per week, the unit member shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days' leave of absence as the number of days employed per week bears to five (5). When such unit members are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled. Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day.

3. When Taken and Earned

Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the fiscal year. However, a newly employed unit member shall not be eligible to take more than six (6) days, or the proportionate amount to which entitled, until the first day of

the calendar month after completion of six (6) months of active service. Unit members must be in active employment or on an authorized leave of absence with pay to earn sick leave.

4. Unused Leave

If a unit member who is entitled to these leave privileges does not use the full amount of sick leave allowed in any fiscal year, the unused sick leave shall be accumulated from year to year, and an unlimited number of days may be accumulated. At the time of retirement each unused day of sick leave will be certified by the District to be applied for additional service retirement credit for those unit members to whom Government Code Section 20862.5 applies (those hired before July 1, 1980).

5. Intended for Personal Use

Illness and injury leave is intended for the unit member's personal use and includes such visits as to medical doctor, dentist, optometrist, oculist, chiropodist, chiropractor, psychiatrist and Christian Science practitioners.

6. Use During Maternity Leave

Unit members who are working are entitled to use sick leave and extended illness leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the Chancellor may require a verification of the extent of the disability as provided for in Section B.7 below.

7. Medical Statement After Absence

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

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

8. Separation From District

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

9. Reduction During Leave Without Pay

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

10. Extended Leave for Illness or Injury

A full-time unit member with regular status shall once a school year be credited with a total of not less than one hundred (100) working days of paid sick leave, including accumulated days of full-pay sick leave and those to which regularly entitled for each fiscal year. The period of one hundred (100) working days shall commence with his/her first day of illness. After all current and accumulated sick leave has been exhausted, the remainder of the one hundred (100) days shall be compensated at fifty percent (50%) of the unit member's regular salary. The paid sick leave authorized under this rule shall be exclusive of any other paid leave, holidays or vacation to which the unit member shall be entitled, and shall not be accumulated. Unit members who have exhausted all full-pay regular sick leave shall provide a medical verification in the same form and content as in Section B.7 above, for each absence due to illness under extended leave provisions. Medical examination(s) may be required to be performed by a physician(s) to be designated by the Chancellor, to determine physical and mental condition in order to make proper determination of eligibility for extended leave benefits. Unit members shall be required to exhaust all other paid leave of absence before leave under this section shall commence.

11. Transfer of Sick Leave From Another School District

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

12. Sick Leave Donation for Terminally Ill Employees

Each unit member may donate days of sick leave to individual employees of the District, who due to a terminal illness, have exhausted all accumulated sick leave. Donors may not donate more than two days of sick leave in any fiscal year, and must have a minimum of 40 days of accumulated leave on account with the District. No donee may receive more than 100 days of donated leave in total. A "terminal illness" must be certified as such by the procedure established in Article 17.B.7 - Medical Statement After Absence.

a. Process for Requesting Donations

See Article 17.B.13a

b. Process for Making Donations

See Article 17.B.13b

13. Sick Leave Donation to Employees Suffering a Serious Health Condition

Each unit member may donate days of sick leave to individual employees of the District who, due to a serious health condition, have exhausted all accumulated sick leave. Donors may not donate more than two days of sick leave in any fiscal year, and must have a minimum of 40 days of accumulated leave on account with the District. No donee may receive more than 30 days of donated leave per academic year.

A "serious health condition" is defined as an illness, injury, impairment, or other physical or mental condition of a nature necessitating a continuous absence from work of more than ten days that involves inpatient or outpatient care in a hospital or residential health care facility, and continuing treatment or continuing supervision by a health care provider as defined in Article 17.B.7 - Medical Statement After

Absence. The District has the right to require additional certification by a physician chosen by, and paid for, by the District as per Article 17.B.7.

a. Process for Requesting Donations

- (1) The applicant for donated sick leave shall fill out an application for Donated Sick Leave, stating the nature of the serious health condition, the number of days estimated that the illness will last, or how many days the illness did last, and the number of days the applicant currently has on account with the District. This application shall be provided to applicants by the Director of Human Resources.
- (2) The application must be signed by the applicant and the applicant's physician(s), and sent to the Director of Human Resources who may demand additional medical statement after absence as per the procedure cited in Article 17.B.7.
- (3) As soon as the Director of Human Resources has reviewed the application, the applicant shall be so informed and solicitation of donations may then be made by the individual or his/her representatives on his/her behalf. The Human Resources Director must be notified that solicitation of donations has commenced. (The solicitation period shall be limited to a period not to exceed one month.)
- (4) The donated sick leave may be used only when the employee has exhausted accumulated sick leave and is not eligible for long-term disability coverage or not yet begun to receive long-term disability coverage. The recipient is responsible for payment of any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient.

b. Process for Making Donations

- (1) Donations for sick leave shall be authorized by a signed pledge form. Pledge forms shall be filed with the Human Resources Director. This pledge form shall provide legal waiver and spousal consent, where necessary.
- (2) Donated leave must be in one-day (or eight hour) increments.
- (3) In the event that several employees sign pledge forms to donate, the sick leave shall be allocated to the donee in the order the signed pledge forms are received by the Human Resources Director.

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

C. Personal Necessity Leave

1. Any days of absence for illness or injury, under Section B.1 or Section B.2 above, by a unit member may be used at his/her option, in cases of personal necessity, for the following purposes:
  - a. death of a member of his/her immediate family when additional leave is required beyond the number of days provided under the bereavement leave provisions of this Agreement;
  - b. accident involving his/her person or property, or the person or property of a member of his/her immediate family;
  - c. illness of a member of his/her immediate family;
  - d. appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction;
  - e. matters of compelling personal necessity which cannot be accomplished at times other than assigned working hours.
2. Members of the immediate family shall mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son-in-law, daughter-in-law, brother-in-law, sister-in-law, child, brother, or sister of the unit member, or any relative living in the immediate household of the unit member, or upon approval of the Chancellor or designee, a significant other person.

3. The maximum number of days of accumulated leave of absence for illness or injury which may be used for the purposes set forth above shall not exceed seven (7) days in any one (1) school year.
4. Unit members shall notify the District as soon as possible, but shall not be required to secure advance permission for leave taken for any of the following: death or serious illness of a member of the immediate family; accident involving the unit member's person or property, or the person or property of his/her immediate family. A unit member must secure advance permission for all items not covered above, and shall normally make the request to the immediate supervisor two (2) days before taking this leave, unless an emergency exists which prohibits the unit member from providing such advance notice.
5. Unit members shall complete the District's Request For Leave of Absence or Floating Holiday Form specifying the date(s) and reason for the request and verifying that the unit member's use of leave was for personal necessity as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacations, work stoppages, or for matters of purely personal convenience, and upon request, shall provide the District with such proof or statement of facts as may be determined necessary by the District to carry out the intent of this provision.

D. Industrial Accident and Illness Leave

A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the workers' compensation laws of California and acknowledged as such by the District's workers' compensation provider, will be granted paid industrial accident leave for each accident or illness. This paid leave shall apply while the unit member is receiving temporary disability benefits from the District's workers' compensation provider. Rules governing such leave are as follows:

1. A maximum of sixty (60) working days shall be granted in any one (1) fiscal year for the same accident.
2. Such leave will commence on the first day of absence caused by such accident or illness and verified as follows:
  - a. Each unit member who is absent for any period of time for reasons claimed to be due to a work-related injury or illness shall, before returning to work, bring a written medical verification in the same form and content as prescribed in Section B.7 above, signed by the physician, or religious advi-

sor if required by religious tenets, indicating the nature of the injury or illness, inclusive dates when the unit member is unable to work because of medical condition, the date the unit member can return to work, and work limitations, if any. This medical statement shall be given to the immediate supervisor and attached to the monthly payroll (service) report.

3. The payment for wages lost on any day shall not, when added to an award granted the unit member, exceed the normal wage for the day.
4. Such leave shall not affect the normal accumulated sick leave.
5. Such leave is not accumulated from year to year. If an absence overlaps into a new school year, the unit member will have available only that amount which was not used the prior year for the same accident or illness.
6. If the unit member is unable to return to duty after exhausting paid industrial accident and illness leave, the unit member shall use all available paid illness leave and posted vacation leave. Such leave allowances will be reduced only in the amount necessary to provide a full day's wages or salary when added to the compensation from the District's workers' compensation provider. During all such paid leaves of absence, the unit member shall endorse to the District all benefit checks received under the Workers' Compensation laws of the State.
7. A unit member receiving benefits under these provisions shall, during periods of injury or illness, remain within the State of California unless otherwise authorized by the Governing Board.
8. When all available leaves of absence paid or unpaid have been exhausted and if the unit member is not medically able to assume the duties of the position, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months. During the thirty-nine (39) month period, the unit member, if medically able, shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations. A unit member who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

E. Bereavement Leave

1. In the event of the death of any member of a unit member's immediate family, he/she shall be granted bereavement leave of absence, not to exceed three (3) working days; or five (5) working days if travel out of state is required or travel to distances between three hundred fifty (350) and two thousand (2,000) air miles is required; or seven (7) working days if a distance greater than two thousand (2,000) air miles is required. No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other sections of this Agreement.
2. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son-in-law, daughter-in-law, brother-in-law, sister-in-law, child, brother, or sister of the unit member, or any relative living in the immediate household of the unit member, or upon approval of the Chancellor or designee, a significant other person.

F. Maternity/Convalescence Leave

1. Leaves of absence for pregnancy and convalescence following childbirth may be granted to regular unit members of the Classified Service, for a period not to exceed four (4) months. A pregnant unit member has the responsibility of informing her immediate supervisor in writing of her condition and of the anticipated date of birth as soon as there is medical confirmation. The beginning and ending dates of the maternity leave shall be mutually agreed upon and determined on the basis of the following factors:
  - a. the unit member's physical and mental condition and ability to perform her regular duties prior to and following birth of the child as verified by her physician on a medical report to be submitted to the Chancellor;
  - b. her willingness to carry out her assignment; and
  - c. the welfare of students of the District.
2. The unit member shall continue to receive her same group insurance benefits during the leave of absence. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from shall be treated as sick leave in accordance with applicable provisions of the Education Code regarding classified unit members. This leave of absence shall otherwise be without pay.

3. The unit member, upon expiration of the leave, unless she otherwise agrees, shall be reinstated in the position held by her at the time of the granting of the leave of absence.
4. SEIU shall indemnify and hold the District harmless in any dispute that arises with regard to granting maternity leave for any and all claims, demands, suits or other actions challenging the District's right to grant leaves as specified in this section.

G. Leave Without Pay for Child-bearing Preparation and Child Rearing

1. Leave without pay or other benefits may be granted to a unit member with regular status who is employed half-time or more, for preparation for child bearing and for child rearing.
2. An eligible unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) calendar days preceding the month in which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
3. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Chancellor when considering the scheduling and replacement problems of the District.
4. The duration of such leave shall consist of no more than twelve (12) consecutive months, but shall automatically terminate on June 30 in the school year in which such leave is granted.
5. The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on child-bearing preparation leave or leave for child rearing, unless, upon physician verification, the illness or disability is related to a pregnancy, miscarriage, childbirth or recovery there from.
6. There shall not be a diminution of employment status for child bearing or child rearing except that no unit member shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes.
7. If a unit member is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

H. Judicial Leave

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

I. Military Leave

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

J. Examinations

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

K. General Leaves

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

L. Leave of Absence Without Pay

Unit members with regular status may be granted leaves of absence without pay by the Board not to exceed one (1) school year. Such leave shall be granted only upon prior written request to the Chancellor and at the convenience of the District. In addition, a unit member on such leave shall notify the District Human Resources Office no later than sixty (60) days prior to termination date of the leave as to an intent to return to employment in the District. Failure to so notify will constitute and be considered an abandonment of the position.

M. General Provisions

1. No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits of this Agreement shall continue to accrue under such absence.
2. During unpaid leaves of absence, the unit member will not accrue vacation, sick leave, holidays or other leaves, or length of service credit.
3. All unit members shall report promptly to work at the time assigned by the supervisor or administrator for each working day. Reporting of an absence shall be made by the employee or designee, in case of emergency, to the supervisor or administrator prior to the normal reporting time as determine by each department.
4. An unit member absent because of illness shall keep the supervisor or administrator informed in regard to the expected date of return to work.
5. The District will make reasonable accommodations to a qualified unit member who has become medically unable to satisfactorily perform his/her regular job/class duties, subject to verification requirements contained in Article 17.B.7.

<b>ARTICLE 18. HOLIDAYS</b>
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A. Regular Holidays

A unit member shall be entitled to the following paid holidays provided they are in paid status or on an approved vacation day for their assigned work day immediately preceding

or succeeding the holiday: January 1, the third Monday in January (Martin Luther King, Jr. Day), Lincoln Day (date in February is determined by the State Chancellor's Office each year), the third Monday in February (Washington Day), the last Monday in May (Memorial Day), July 4, the first Monday in September (Labor Day), November 11 or the date determined by the State Chancellor's Office (Veterans Day), the Wednesday before Thanksgiving as a holiday in lieu of Admission Day, Thanksgiving Day, and December 25.

- B. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- C. When a unit member is required to work on any holiday, the person shall be paid compensation for such work, in addition to the regular pay received for the holiday, at double the regular rate of pay for the hours worked. No additional day off will be granted when compensation is paid.
- D. Should a holiday occur while a unit member is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall not be deducted from his/her other paid leave of absence.
- E. Unit members assigned for the academic year shall be paid for the December and January holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

F. Substitute Holiday

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

G. Additional Holidays

Every day declared by the President or by the Governor of the State as a holiday, or any day declared by the Governing Board of the District under Education Code Sections 79021 and 79022 shall be a paid holiday for unit members.

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

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

J. Floating Holiday

Each member of the bargaining unit with permanent status shall be entitled to three (3) floating holidays per year, in the years of 2001-02, 2002-03, and 2003-04. This provision providing for three (3) floating holidays per year will sunset and revert to one (1) floating holiday per year, on June 30, 2004. A unit member who wishes to utilize this annual holiday must inform his/her immediate supervisor at least three (3) days in advance. The holiday will be taken upon mutual consent of the unit member and supervisor.

K. Special Holidays

Three (3) special days will be granted to all unit members as follows: the Friday following Thanksgiving; one (1) day either preceding or following the holiday declared for December 25; and December 31, as established by the adopted calendar.

L. Special Closure

1. Beginning December 2001 and continuing thereafter, the District will apply special closure between Christmas Eve day through New Years day during which time employees will be granted paid holidays for any dates not otherwise listed in Section K. For example, in 2001, these days are December 26, 27, and 28. In 2002, these days are December 26, 27, and 30. And in 2003, these days are December 26, 29, and 30.

2. Special closure dates would involve substituting days off so that straight pay would be given for any days worked on a designed special "closure" day.

<b>ARTICLE 19. VACATION</b>
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A. Unit members with permanent status shall earn annual vacation at the regular rate of pay earned at the time the vacation is commenced. The amount of vacation leave shall depend

on the length of service. Any unit member may have a maximum of thirty-one (31) days of earned vacation at any given time.

1. Vacation Credit

a. No vacation credit shall be earned during the first six (6) months of employment. At the end of the sixth month, the unit member shall immediately accrue .0384615 vacation hours for each hour worked or on an authorized paid leave during the six (6) month period.

b. Thereafter, vacation shall be accrued at the following rates:

<u>Years of Service</u>	<u>Vacation Hours/ Hours Worked</u>	<u>Approximate days (subject to actual hours worked)</u>
6 months to end of 2nd year	.0384615	10
2 years to end of 5th year	.0576923	15
5 years to end of 6th year	.0615384	16
6 years to end of 7th year	.0653846	17
7 years to end of 8th year	.0692307	18
8 years to end of 9th year	.0730769	19
9 years to end of 19th year	.0769230	20
20 or more years	.0807692	21

2. Vacation Credit for Regular Hourly

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

B. Vacation Credit for Part-time Unit Members

Unit members with permanent status who are assigned to regular part-time positions shall be granted vacation leave at the same rate as full-time unit members with equal years of service, proportional to the number of hours worked per month and the number of months per school year in relation to a full-time working schedule.

C. When Vacation Leave Shall be Earned

Vacation leave shall continue to be earned during active service and during other authorized leaves with pay up to a maximum of thirty-one (31) days.

D. When Taken

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

E. Maximum Earned Vacation Days

Unit members may have a maximum of thirty-one (31) earned vacation days. No vacation will be accrued beyond thirty-one (31) days.

F. Probationary Period

A unit member leaving the District before the end of the initial probationary period will receive no vacation credit payment.

G. Vacation Compensation Upon Separation

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

H. Holidays

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

I. Illness or Injury Occurring During Vacation

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

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

<b>ARTICLE 20. SAFE WORKING CONDITIONS</b>
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- A. The District shall provide safe working conditions for all unit members as required by law and/or OSHA requirements, continuous monitoring of working conditions and the correction of unsafe working conditions. Unsafe working conditions shall be defined as unreasonable exposure of an employee to conditions which are likely to cause injury.
- B. Unit members shall cooperate with management in maintaining good worksite safety practices in all facilities.
- C. Unit members shall be responsible for reporting to their immediate supervisor any condition believed to be unsafe or unhealthy to any person associated with the District.
- D. The District will investigate such reports and take appropriate actions to correct these conditions found to be unsafe or unhealthy. Standards established by State law shall prevail.
- E. Unit members shall immediately report cases of assault and battery suffered by them in connection with their employment to their immediate supervisor, who shall be responsible for reporting such incidents to the police.
- F. No unit member shall be in any way discriminated against for reporting any unsafe or unhealthy working condition.

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

**ARTICLE 21. SAVINGS**

- A. Both parties to this contract mutually agree that if any provision of this Agreement or any application thereof to any unit member or group of unit members is held to be contrary to a law by a court of competent jurisdiction or by action of the California State Legislature, such provision or application will not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. In the event of suspension or invalidation of any portion of this agreement, the parties agree to meet and commence negotiations within seven (7) working days after such determination for the purpose of arriving at a mutually satisfactory replacement for the invalid section.

**ARTICLE 22. CONCERTED ACTIVITIES**

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

**ARTICLE 23. PAST PRACTICES**

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

**ARTICLE 24. COMPLETION OF NEGOTIATIONS**

- A. This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- B. During the term of this Agreement, the District and SEIU expressly waive and relinquish the right to bargain collectively on any matter:

1. whether or not specifically referred to or covered in this Agreement;
  2. even though not within the knowledge or contemplation of either party at the time of negotiations;
  3. even though during negotiations the matters were proposed and later withdrawn.
- C. This Article is intended to be a clear and unmistakable waiver of the right of either party to force the other to negotiate during the term of this Agreement on subjects covered or not covered by this Agreement. Either party may rely on this Article as a shield against demands to bargain by the other.
- D. This Article does not preclude bargaining collectively for subsequent, new collective bargaining agreements or re-openers during the terms of this Agreement.

<b>ARTICLE 25. DURATION</b>
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- A. This Agreement, except as herein specifically noted otherwise, shall be effective upon ratification by the Board of Trustees and by the Union and, upon ratification, shall remain in full force and effect without change, addition, or amendment from that date until June 30, 2004.
- B. Any provision of this Agreement may be renegotiated at any time upon written mutual agreement by both parties.
- C. This Agreement will continue in full force and effect year to year after June 30, 2004, unless either party gives written notice to the other by April 1-30, 2004, of their intention to modify, terminate, or amend this Agreement, or by April 2 in any year thereafter.
- D. The contract shall be closed for length of the Agreement except for reopening by mutual agreement.
- E. The provisions of Article 25 DURATION subsection E (the “me too clause”) originally agreed to on March 17, 1998 are hereby suspended and without force and/or effect until June 30, 2004, at which point the language shall be re-activated.

**APPENDIX 2A**  
**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**  
**Classified Salary Schedule A**  
**2001 - 2002-- Effective July 1, 2001 \***

<u>JOB FAMILY AND CLASS TITLES</u>	<u>RANGE</u>	<u>SALARY</u>
<b><u>BOOKSTORE</u></b>		
BOOKSTORE ACCOUNTING SPEC	32	2,715 - 3,319
BOOKSTORE CASHIER	25	2,292 - 2,784
BOOKSTORE COURSE/GEN BK BUYER	35	2,931 - 3,575
BOOKSTORE GEN MERCHANDISE BUYR ***	35	2,931 - 3,575
BOOKSTORE GEN MERCHANDISE CLK	22	2,124 - 2,591
BOOKSTORE HD CASH/GEN BK BUYR	25	2,292 - 2,784
BOOKSTORE OPERATIONS ASSISTANT	35	2,931 - 3,575
BOOKSTORE OPERATIONS CLERK	30	2,591 - 3,153
BOOKSTORE SHIP/REC SPECIALIST	30	2,591 - 3,153
BOOKSTORE TEXTBOOK CLERK	24	2,231 - 2,715
<b><u>CLERICAL-SECRETARIAL-FISCAL</u></b>		
ACCOUNTING ASSISTANT	30	2,591 - 3,153
ACCOUNTING SPECIALIST	32	2,715 - 3,319
ADMINISTRATIVE ASSISTANT I	28	2,465 - 3,004
ADMINISTRATIVE ASSISTANT II	34	2,858 - 3,489
ADMISSIONS & RECORDS ASST I	27	2,403 - 2,931
ADMISSIONS & RECORDS ASST II	31	2,651 - 3,235
ADMISSIONS & RECORDS ASST III	35	2,931 - 3,575
BUSINESS OFFICE COORD	40	3,319 - 4,045
BUYER	40	3,319 - 4,045
COLLEGE ADM ASSISTANT	33	2,784 - 3,401
COLLEGE CLERK I	22	2,124 - 2,591
COLLEGE CLERK I EOPS **	22	2,124 - 2,591
COLLEGE CLERK II	24	2,231 - 2,715
COLLEGE CLERK II EOPS **	24	2,231 - 2,715
COLLEGE CLERK III	25	2,292 - 2,784
COLLEGE CLERK III EOPS **	25	2,292 - 2,784
COLLEGE COMMUNICATIONS SPEC	30	2,591 - 3,153
FIN AID/VETERANS BENEFITS SPEC	34	2,858 - 3,489
FISCAL & ADM SERVICES TECH	32	2,715 - 3,319
LEAD STOREKEEPER	37	3,079 - 3,755
MAILROOM CLERK	25	2,292 - 2,784
PAYROLL SPECIALIST	32	2,715 - 3,319
PURCHASING CLERK	28	2,465 - 3,004
RECEPTIONIST, SPECIAL PROGRAMS **	22	2,124 - 2,591
STAFF ASSISTANT-CHILD CNTR**	31	2,651 - 3,235
STAFF ASSISTANT	31	2,651 - 3,235
STD REC EVAL & OUTREACH SPEC	37	3,079 - 3,755
STOREKEEPER	35	2,931 - 3,575
STUDENT COUNSELING ASSISTANT I	27	2,403 - 2,931
STUDENT COUNSELING ASST II	31	2,651 - 3,235
STUDENT RECORDS EVALUATOR	35	2,931 - 3,575
STUDENT RECORDS SPECIALIST	30	2,591 - 3,153
STUDENT SERVICES ASSISTANT	31	2,651 - 3,235
STUDENT SERVICES ASST-EOPS **	31	2,651 - 3,235
STUDENT SERVICES ASST-A&R	31	2,651 - 3,235
STUDENT SERVICES ASST-AMERI**	31	2,651 - 3,235
STUDENT SERVICES ASST-SPEC PROG	31	2,651 - 3,235
STUDENT SERVICES SPECIALIST I	31	2,651 - 3,235







\* This revision reflects an adjustment to the 2000-2001 Classified Salary Schedule A of 5.8% as adopted by the Board of Trustees at their September 18, 2001 meeting, effective July 1, 2001.

\*\* Categorically funded positions, continuance of employment based on availability of funding.

\*\*\* At their January 15, 2002 meeting the Board of Trustees approved the following change to the Classified Personnel Report dated January 15, 2002.

A. Change salary range of the following classified position:

Bookstore General Merchandise Buyer, Range 35

NOTE: This salary schedule is not applicable to former employees who terminated their employment with the District during the period July 1, 2001 through September 18, 2001.

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT  
CLASSIFIED SALARY SCHEDULE A, 2001-2002 -- Effective July 1, 2001 \***

	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
10	MONTH	1,580.00	1,657.00	1,745.00	1,835.00	1,927.00
	YEAR	18,960.00	19,884.00	20,940.00	22,020.00	23,124.00
	HOUR	9.12	9.56	10.07	10.59	11.12
11	MONTH	1,608.00	1,704.00	1,783.00	1,878.00	1,969.00
	YEAR	19,296.00	20,448.00	21,396.00	22,536.00	23,628.00
	HOUR	9.28	9.83	10.29	10.83	11.36
12	MONTH	1,657.00	1,745.00	1,835.00	1,927.00	2,021.00
	YEAR	19,884.00	20,940.00	22,020.00	23,124.00	24,252.00
	HOUR	9.56	10.07	10.59	11.12	11.66
13	MONTH	1,704.00	1,783.00	1,878.00	1,969.00	2,073.00
	YEAR	20,448.00	21,396.00	22,536.00	23,628.00	24,876.00
	HOUR	9.83	10.29	10.83	11.36	11.96
14	MONTH	1,745.00	1,835.00	1,927.00	2,021.00	2,124.00
	YEAR	20,940.00	22,020.00	23,124.00	24,252.00	25,488.00
	HOUR	10.07	10.59	11.12	11.66	12.25
15	MONTH	1,783.00	1,878.00	1,969.00	2,073.00	2,179.00
	YEAR	21,396.00	22,536.00	23,628.00	24,876.00	26,148.00
	HOUR	10.29	10.83	11.36	11.96	12.57
16	MONTH	1,835.00	1,927.00	2,021.00	2,124.00	2,231.00
	YEAR	22,020.00	23,124.00	24,252.00	25,488.00	26,772.00
	HOUR	10.59	11.12	11.66	12.25	12.87
17	MONTH	1,878.00	1,969.00	2,073.00	2,179.00	2,292.00
	YEAR	22,536.00	23,628.00	24,876.00	26,148.00	27,504.00
	HOUR	10.83	11.36	11.96	12.57	13.22
18	MONTH	1,927.00	2,021.00	2,124.00	2,231.00	2,348.00

	YEAR	23,124.00	24,252.00	25,488.00	26,772.00	28,176.00
	HOUR	11.12	11.66	12.25	12.87	13.55
19	MONTH	1,969.00	2,073.00	2,179.00	2,292.00	2,403.00
	YEAR	23,628.00	24,876.00	26,148.00	27,504.00	28,836.00
	HOUR	11.36	11.96	12.57	13.22	13.86
20	MONTH	2,021.00	2,124.00	2,231.00	2,348.00	2,465.00
	YEAR	24,252.00	25,488.00	26,772.00	28,176.00	29,580.00
	HOUR	11.66	12.25	12.87	13.55	14.22
21	MONTH	2,073.00	2,179.00	2,292.00	2,403.00	2,525.00
	YEAR	24,876.00	26,148.00	27,504.00	28,836.00	30,300.00
	HOUR	11.96	12.57	13.22	13.86	14.57
22	MONTH	2,124.00	2,231.00	2,348.00	2,465.00	2,591.00
	YEAR	25,488.00	26,772.00	28,176.00	29,580.00	31,092.00
	HOUR	12.25	12.87	13.55	14.22	14.95
23	MONTH	2,179.00	2,292.00	2,403.00	2,525.00	2,651.00
	YEAR	26,148.00	27,504.00	28,836.00	30,300.00	31,812.00
	HOUR	12.57	13.22	13.86	14.57	15.29
24	MONTH	2,231.00	2,348.00	2,465.00	2,591.00	2,715.00
	YEAR	26,772.00	28,176.00	29,580.00	31,092.00	32,580.00
	HOUR	12.87	13.55	14.22	14.95	15.66

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT  
CLASSIFIED SALARY SCHEDULE A, 2001-2002 -- Effective July 1, 2001 \***

	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
25	MONTH	2,292.00	2,403.00	2,525.00	2,651.00	2,784.00
	YEAR	27,504.00	28,836.00	30,300.00	31,812.00	33,408.00
	HOUR	13.22	13.86	14.57	15.29	16.06
26	MONTH	2,348.00	2,465.00	2,591.00	2,715.00	2,858.00
	YEAR	28,176.00	29,580.00	31,092.00	32,580.00	34,296.00
	HOUR	13.55	14.22	14.95	15.66	16.49
27	MONTH	2,403.00	2,525.00	2,651.00	2,784.00	2,931.00
	YEAR	28,836.00	30,300.00	31,812.00	33,408.00	35,172.00
	HOUR	13.86	14.57	15.29	16.06	16.91
28	MONTH	2,465.00	2,591.00	2,715.00	2,858.00	3,004.00
	YEAR	29,580.00	31,092.00	32,580.00	34,296.00	36,048.00
	HOUR	14.22	14.95	15.66	16.49	17.33
29	MONTH	2,525.00	2,651.00	2,784.00	2,931.00	3,079.00
	YEAR	30,300.00	31,812.00	33,408.00	35,172.00	36,948.00
	HOUR	14.57	15.29	16.06	16.91	17.76
30	MONTH	2,591.00	2,715.00	2,858.00	3,004.00	3,153.00
	YEAR	31,092.00	32,580.00	34,296.00	36,048.00	37,836.00
	HOUR	14.95	15.66	16.49	17.33	18.19
31	MONTH	2,651.00	2,784.00	2,931.00	3,079.00	3,235.00
	YEAR	31,812.00	33,408.00	35,172.00	36,948.00	38,820.00
	HOUR	15.29	16.06	16.91	17.76	18.66
32	MONTH	2,715.00	2,858.00	3,004.00	3,153.00	3,319.00
	YEAR	32,580.00	34,296.00	36,048.00	37,836.00	39,828.00
	HOUR	15.66	16.49	17.33	18.19	19.15

33	MONTH	2,784.00	2,931.00	3,079.00	3,235.00	3,401.00
	YEAR	33,408.00	35,172.00	36,948.00	38,820.00	40,812.00
	HOUR	16.06	16.91	17.76	18.66	19.62
34	MONTH	2,858.00	3,004.00	3,153.00	3,319.00	3,489.00
	YEAR	34,296.00	36,048.00	37,836.00	39,828.00	41,868.00
	HOUR	16.49	17.33	18.19	19.15	20.13
35	MONTH	2,931.00	3,079.00	3,235.00	3,401.00	3,575.00
	YEAR	35,172.00	36,948.00	38,820.00	40,812.00	42,900.00
	HOUR	16.91	17.76	18.66	19.62	20.63
36	MONTH	3,004.00	3,153.00	3,319.00	3,489.00	3,665.00
	YEAR	36,048.00	37,836.00	39,828.00	41,868.00	43,980.00
	HOUR	17.33	18.19	19.15	20.13	21.14
37	MONTH	3,079.00	3,235.00	3,401.00	3,575.00	3,755.00
	YEAR	36,948.00	38,820.00	40,812.00	42,900.00	45,060.00
	HOUR	17.76	18.66	19.62	20.63	21.66
38	MONTH	3,153.00	3,319.00	3,489.00	3,665.00	3,852.00
	YEAR	37,836.00	39,828.00	41,868.00	43,980.00	46,224.00
	HOUR	18.19	19.15	20.13	21.14	22.22
39	MONTH	3,235.00	3,401.00	3,575.00	3,755.00	3,948.00
	YEAR	38,820.00	40,812.00	42,900.00	45,060.00	47,376.00
	HOUR	18.66	19.62	20.63	21.66	22.78

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT  
CLASSIFIED SALARY SCHEDULE A, 2001-2002 -- Effective July 1, 2001 \***

	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
40	MONTH	3,319.00	3,489.00	3,665.00	3,852.00	4,045.00
	YEAR	39,828.00	41,868.00	43,980.00	46,224.00	48,540.00
	HOUR	19.15	20.13	21.14	22.22	23.34
41	MONTH	3,401.00	3,575.00	3,755.00	3,948.00	4,144.00
	YEAR	40,812.00	42,900.00	45,060.00	47,376.00	49,728.00
	HOUR	19.62	20.63	21.66	22.78	23.91
42	MONTH	3,489.00	3,665.00	3,852.00	4,045.00	4,246.00
	YEAR	41,868.00	43,980.00	46,224.00	48,540.00	50,952.00
	HOUR	20.13	21.14	22.22	23.34	24.50
43	MONTH	3,575.00	3,755.00	3,948.00	4,144.00	4,357.00
	YEAR	42,900.00	45,060.00	47,376.00	49,728.00	52,284.00
	HOUR	20.63	21.66	22.78	23.91	25.14
44	MONTH	3,665.00	3,852.00	4,045.00	4,246.00	4,467.00
	YEAR	43,980.00	46,224.00	48,540.00	50,952.00	53,604.00
	HOUR	21.14	22.22	23.34	24.50	25.77
45	MONTH	3,755.00	3,948.00	4,144.00	4,357.00	4,573.00
	YEAR	45,060.00	47,376.00	49,728.00	52,284.00	54,876.00
	HOUR	21.66	22.78	23.91	25.14	26.38
46	MONTH	3,852.00	4,045.00	4,246.00	4,467.00	4,688.00
	YEAR	46,224.00	48,540.00	50,952.00	53,604.00	56,256.00
	HOUR	22.22	23.34	24.50	25.77	27.05
47	MONTH	3,948.00	4,144.00	4,357.00	4,573.00	4,816.00
	YEAR	47,376.00	49,728.00	52,284.00	54,876.00	57,792.00
	HOUR	22.78	23.91	25.14	26.38	27.78

48	MONTH	4,045.00	4,246.00	4,467.00	4,688.00	4,933.00
	YEAR	48,540.00	50,952.00	53,604.00	56,256.00	59,196.00
	HOUR	23.34	24.50	25.77	27.05	28.46
49	MONTH	4,144.00	4,357.00	4,573.00	4,816.00	5,057.00
	YEAR	49,728.00	52,284.00	54,876.00	57,792.00	60,684.00
	HOUR	23.91	25.14	26.38	27.78	29.18
50	MONTH	4,246.00	4,467.00	4,688.00	4,933.00	5,183.00
	YEAR	50,952.00	53,604.00	56,256.00	59,196.00	62,196.00
	HOUR	24.50	25.77	27.05	28.46	29.90
51	MONTH	4,357.00	4,573.00	4,816.00	5,057.00	5,313.00
	YEAR	52,284.00	54,876.00	57,792.00	60,684.00	63,756.00
	HOUR	25.14	26.38	27.78	29.18	30.65
52	MONTH	4,467.00	4,688.00	4,933.00	5,183.00	5,443.00
	YEAR	53,604.00	56,256.00	59,196.00	62,196.00	65,316.00
	HOUR	25.77	27.05	28.46	29.90	31.40
53	MONTH	4,573.00	4,816.00	5,057.00	5,313.00	5,580.00
	YEAR	54,876.00	57,792.00	60,684.00	63,756.00	66,960.00
	HOUR	26.38	27.78	29.18	30.65	32.19
54	MONTH	4,688.00	4,933.00	5,183.00	5,443.00	5,714.00
	YEAR	56,256.00	59,196.00	62,196.00	65,316.00	68,568.00
	HOUR	27.05	28.46	29.90	31.40	32.97

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT  
CLASSIFIED SALARY SCHEDULE A, 2001-2002 -- Effective July 1, 2001 \***

	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
55	MONTH	4,816.00	5,057.00	5,313.00	5,580.00	5,856.00
	YEAR	57,792.00	60,684.00	63,756.00	66,960.00	70,272.00
	HOUR	27.78	29.18	30.65	32.19	33.78
56	MONTH	4,933.00	5,183.00	5,443.00	5,714.00	6,003.00
	YEAR	59,196.00	62,196.00	65,316.00	68,568.00	72,036.00
	HOUR	28.46	29.90	31.40	32.97	34.63
57	MONTH	5,057.00	5,313.00	5,580.00	5,856.00	6,149.00
	YEAR	60,684.00	63,756.00	66,960.00	70,272.00	73,788.00
	HOUR	29.18	30.65	32.19	33.78	35.48
58	MONTH	5,183.00	5,443.00	5,714.00	6,003.00	6,305.00
	YEAR	62,196.00	65,316.00	68,568.00	72,036.00	75,660.00
	HOUR	29.90	31.40	32.97	34.63	36.38
59	MONTH	5,313.00	5,580.00	5,856.00	6,149.00	6,472.00
	YEAR	63,756.00	66,960.00	70,272.00	73,788.00	77,664.00
	HOUR	30.65	32.19	33.78	35.48	37.34
60	MONTH	5,443.00	5,714.00	6,003.00	6,305.00	6,626.00
	YEAR	65,316.00	68,568.00	72,036.00	75,660.00	79,512.00
	HOUR	31.40	32.97	34.63	36.38	38.23
61	MONTH	5,580.00	5,856.00	6,149.00	6,472.00	6,794.00
	YEAR	66,960.00	70,272.00	73,788.00	77,664.00	81,528.00
	HOUR	32.19	33.78	35.48	37.34	39.20

Human Resources  
Revised 1/15/02  
(0102CL)

**NOTE: NOT USED – AGREED BY DISTRICT AND UNION**

**APPENDIX [5A]**

**[CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT LETTERHEAD]**  
ISSUE DATE: \_\_\_\_\_

**NOTICE TO ALL CLASSIFIED EMPLOYEES: IF YOU DO NOT ACT WITHIN THIRTY DAYS OF THE ISSUE DATE OF THIS NOTICE AS DIRECTED BELOW, THE UNION REPRESENTING YOUR UNIT SHALL BE ENTITLED TO INSTRUCT THE DISTRICT TO BEGIN AUTOMATICALLY DEDUCTING A “FAIR SHARE SERVICE FEE” FROM YOUR MONTHLY PAYCHECKS.**

YOU MUST COMPLETE THE ATTACHED AGENCY SHOP SELECTION SHEET WITHIN THE REQUISITE 30-DAY PERIOD FOR THE FOLLOWING REASONS:

The employee organization that represents your bargaining unit is Service Employees International, Local 790, AFLCIO. Effective upon ratification and approval of this Article, the bargaining unit is covered by an agency shop agreement. Any employee belonging to an agency shop is required to either join the union, SEIU 790, or pay the union a “fair share service fee” as a condition of continued employment.

Enclosed is SEIU's Membership Application-Payroll Deduction Authorization form. You have thirty (30) days from the issue date appearing above to complete and return the form to the Union. The enclosed form gives you the option of becoming a union member or paying the fair share service fee in lieu of becoming a member. The amounts of the membership dues and fair share service fee (also known as the “agency fee”) are stated on the enclosed form. The enclosed form authorizes the District to regularly deduct either the dues or service fee from your monthly paycheck.

Also, the enclosed form notices you of your right under Cal. Government Code Section 3546.3 to seek exemption from payment of the agency fee on the basis of religious-based objections to joining and supporting union activities. If the union grants you this exemption pursuant to Gov. Code Section 3546.3, it is then authorized to require you to make payments to one of the tax-exempt charitable organizations specified in Article 5 of the District - SEIU Local 790 Collective Bargaining Agreement.

You have the right, at any time, to switch over from status as an employee subject to agency fee deductions to one as a dues-paying member instead. Conversely, you have the right to revoke union membership at any time (revocation must be in signed writing to Union), thereby making yourself subject to payment of the agency fee instead. Further, you have the right to petition the Union for the religious-based exemption from payment of the Union's dues or service fee at any time you find it necessary to obtain such statutory relief. For detailed information on all of the foregoing, see the Collective Bargaining Agreement.

PLEASE DIRECT ALL APPLICATION FORMS AND QUESTIONS REGARDING UNION DUES AND AGENCY FEES DIRECTLY TO THE UNION, AS THEY WILL IN TURN NOTIFY US OF YOUR STATUS REGARDING PAYROLL DEDUCTIONS. (Union's phone number (510/465-0120) and address is printed on the enclosed Union Membership Application form.)

**NOTE: WITH AGREED CHANGES TO DUES PARAGRAPH**

**APPENDIX [5B]**

**[CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT LETTERHEAD]**

**Date**

**Name**

**Address**

**City**

**NOTICE TO ALL NEW CLASSIFIED EMPLOYEES:** IF YOU DO NOT ACT WITHIN THIRTY DAYS OF THE START OF YOUR NEW EMPLOYMENT AS DIRECTED BELOW, THE UNION REPRESENTING YOUR UNIT SHALL BE ENTITLED TO INSTRUCT THE DISTRICT TO BEGIN AUTOMATICALLY DEDUCTING A "FAIR SHARE SERVICE FEE" FROM YOUR MONTHLY PAYCHECKS.

**YOU MUST COMPLETE THE ATTACHED AGENCY SHOP SELECTION SHEET WITHIN THE REQUISITE 30-DAY PERIOD FOR THE FOLLOWING REASONS:**

The employee organization that represents your bargaining unit is Service Employees International, Local 790, AFLCIO. Effective upon ratification and approval of this Article, the bargaining unit is covered by an agency shop agreement. Any employee belonging to an agency shop is required to either join the union, SEIU 790, or pay the union a "fair share service fee" as a condition of continued employment.

Enclosed is SEIU's Membership Application - Payroll Deduction Authorization form. **You have thirty (30) days from the issue date appearing above to complete and return the form to the Union.** The enclosed form gives you the option of becoming a union member or paying the fair share service fee in lieu of becoming a member. The current amount of the membership dues is 1.55% and fair share service fee (also known as the "agency fee") is 1.18% of your monthly salary. To qualify for the reduced agency fee, you must fill out the proper forms, available from the Union. Dues and fees are subject to change. Please contact the Union for details. The enclosed form authorizes the District to regularly deduct either the dues or service fee from your monthly paycheck.

Also, the enclosed form notices you of your right under Cal. Government Code Section 3546.3 to seek exemption from payment of the agency fee on the basis of religious-based objections to joining and supporting union activities. If the union grants you this exemption pursuant to Gov. Code Section 3546.3, it is then authorized to require you to make payments to one of the tax-exempt charitable organizations specified in Article 5 of the District - SEIU Local 790 Collective Bargaining Agreement.

You have the right, at any time, to switch over from status as an employee subject to agency fee deductions to one as a dues-paying member instead. Conversely, you have the right to revoke union membership at any time (revocation must be in signed writing to Union), thereby making yourself subject to payment of the agency fee instead. Further, you have the right to petition the Union for the religious-based exemption from payment of the Union's dues or service fee at any time you find it necessary to obtain such statutory relief. For detailed information on all of the foregoing, see the Collective Bargaining Agreement.

PLEASE DIRECT ALL APPLICATION FORMS AND QUESTIONS REGARDING UNION DUES AND AGENCY FEES DIRECTLY TO THE UNION, AS THEY WILL IN TURN NOTIFY US OF YOUR STATUS REGARDING PAYROLL DEDUCTIONS. (Union's phone number (510/465-0120) and address is printed on the enclosed Union Membership Application form.)

cc: Ed Hanley

**APPENDIX [5C]**

**SEIU's MEMBERSHIP APPLICATION**

SEIU shall solely be responsible for the content of its membership application payroll deduction authorization form which follows.

**APPENDIX [5D]**

**[CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT LETTERHEAD]**

**NOTICE:**

***NEW AGENCY FEE TO BE DEDUCTED FROM YOUR MONTHLY PAYCHECK***

SEIU, the employee union that represents your bargaining unit, has notified the District to begin deducting from your pay an amount of service fee from each monthly paycheck. This deduction will appear on your paychecks beginning with your [Month] payroll.

The union is entitled to order the above-noted deductions from your paycheck based upon a change in California law made by the State Legislature, and approved by the Governor, in September 2000. The law was made effective beginning January 1, 2001. It authorizes the union to assess a "fair share agency service fee" for all non-dues-paying, non-union members and to notify the District to begin deducting that fee from your paycheck. Under the new law, a union may choose to order this payroll deduction from your paycheck if it notifies the District that you have not joined the union and if it notifies the District of the amount of the fair share agency fee:

" . . . any public school employee who is in a unit for which an exclusive representative has been selected pursuant to this chapter, shall be required, as a condition of continued employment, either to join the recognized employee organization or to pay the organization a fair share service fee . . . \* \* \* Upon notification to the employer by the exclusive representative, the amount of the fee shall be deducted by the employer from the wages or salary of the employee and paid to the employee organization."

(See Sec. 4 of SB 1960, now codified at California Government Code Section 3546(a).)

If you wish to join the union as a full member, you may contact the union office at (510) 465-0120 or the CLPCCD Local 790 Chapter president or vice president to obtain an application.

Alternatively, a unit employee may apply to the union for a religious-based exemption from payment of the agency fee if the unit employee "is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations . . ." (Cal. Gov. Code Section 3546.3.)

**CLASSIFIED PERSONNEL**  
**GRIEVANCE PROCESS AND PROCEDURE TRACKING FORM**

Grievance Number \_\_\_\_\_

Employee's (Grievant) Name: \_\_\_\_\_

Classification Title: \_\_\_\_\_

Division/Office: \_\_\_\_\_

Name of Immediate Supervisor: \_\_\_\_\_

**LEVEL I**

- I. Date Alleged Violation Occurred: \_\_\_\_\_
- II. Date Initial Consultation With Immediate Supervisor Occurred: \_\_\_\_\_
- III. Date Supervisor's Written Response Was Provided To Grievant: \_\_\_\_\_

**LEVEL II**

- I. Date Level II Grievance Was Presented To The Next Level Of Supervision: \_\_\_\_\_
- II. Date Level II Grievance Was Sent To The Immediate Supervisor, Grievance Officer and Human Resource Director: \_\_\_\_\_

III. Specific Contract Article, Section and Subsection Allegedly Violated: \_\_\_\_\_

IV. Statement of Circumstances Which Gave Rise To The Grievance:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. Remedy or Corrective Action Requested:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

VI. Date of Level II Administrator Meeting With The Grievant and Their Immediate Supervisor: \_\_\_\_\_

VII. Delivery Date of Level II Administrator's Written Decision Delivered To Grievant, Grievance Officer and Human Resource Director: \_\_\_\_\_

VIII. Administrative Response:

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\_\_\_\_\_  
Respondent's Signature

**LEVEL III**

I. Date Level II Appeal Was Filed With President or Vice Chancellor's Office: \_\_\_\_\_

II. Reason for Appeal:

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\_\_\_\_\_  
Grievant's Signature

III. Delivery Date of Level III President's/Vice Chancellor's Written Decision  
Delivered to Grievant, Grievance Officer and Human Resource Director: \_\_\_\_\_

IV. Administrative Response:

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\_\_\_\_\_  
Respondent's Signature

**LEVEL IV**

I. Date Level III Decision Was Filed With Chancellor: \_\_\_\_\_

II. Reason for Appeal:

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\_\_\_\_\_  
Grievant's Signature

III. Delivery Date Level IV Decision was Communicated to Grievant,  
Immediate Supervisor, Level II Administrator, President/Vice Chancellor,  
Grievance Officer, Human Resource Director and the Union: \_\_\_\_\_

Administrative Response:

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\_\_\_\_\_  
Respondent's Signature

**LEVEL V**

I. Date Level IV Decision Was Submitted For Arbitration To The  
Director of Human Resources:

II. Date Arbitration Report Was Filed With The District and Union:

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Distribution: Level I: Informal

Level II: Grievant  
Grievance Officer  
Grievant's Immediate Supervisor  
Human Resource Director

Level III: President or Vice-Chancellor  
Grievant  
Grievance Officer  
Human Resource Director

Level IV: Chancellor  
President or Vice-Chancellor  
Grievant's Immediate Supervisor  
Grievant  
Grievance Officer  
Level II Administrator  
SEIU Field Representative

**Appendix 14A**

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

**REQUEST FOR RECLASSIFICATION**

**EMPLOYEE RESPONSIBILITY:**

1. An employee applying for reclassification must complete this packet with all requested documents attached and submit to the Human Resources Director and supervisor (or manager if no supervisor) by July 15/January 15.
2. It is the responsibility of the employee to send a copy of the completed packet to the Union Chapter President.

<b>EMPLOYEE INFORMATION</b>
-----------------------------

**NAME:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**CURRENT TITLE:** \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_

**SUPERVISOR NAME:** \_\_\_\_\_

**REQUESTED TITLE:** \_\_\_\_\_

ARE YOU REQUESTING RECLASSIFICATION TO AN EXISTING CLASSIFICATION OR A NEW CLASSIFICATION?

REQUEST RATIONALE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(A EMPLOYEE WHO HAS APPLIED FOR RECLASSIFICATION MAY NOT APPLY FOR ANOTHER RECLASSIFICATION FOR AT LEAST TWO YEARS FROM THE DATE OF THE LAST RECLASSIFICATION REQUEST.)

Last date that you applied for reclassification? \_\_\_\_\_

**SUPERVISOR AND/OR MANAGER RESPONSIBILITY:**

1. The supervisor and/or manager is responsible to review for accuracy and initial all duties that have been added or changed (page 2 of the reclassification packet).
2. It is the responsibility of the supervisor and/or manager to inform his/her superiors and appropriate College President or Chancellor that a reclassification request has been submitted.

REQUEST FOR RECLASSIFICATION REVIEW (continuation)

Name \_\_\_\_\_

<b>A. DUTIES</b>
------------------

(You must be a permanent classified employee performing the duties listed below for at least six months in order to apply for reclassification.)

Please list in priority order the duties that you are currently performing. In the left hand column, please identify the date that the duties were added or changed. To the right of each duty listed, indicate the % of time you perform the function on a daily basis.

DATE ADDED OR CHANGED		% of time performed	SUPERVISOR AND/OR MANAGER INITIALS
_____	1. _____ _____	_____	_____
_____	2. _____ _____	_____	_____
_____	3. _____ _____	_____	_____
_____	4. _____ _____	_____	_____
_____	5. _____ _____	_____	_____
_____	6. _____ _____	_____	_____
_____	7. _____ _____	_____	_____
_____	8. _____ _____	_____	_____
_____	9. _____ _____	_____	_____

REQUEST FOR RECLASSIFICATION REVIEW (continuation)

Name \_\_\_\_\_

DATE ADDED OR CHANGED		% of time performed	SUPERVISOR AND/OR MANAGER INITIALS
_____	10. _____ _____	_____	_____
_____	11. _____ _____	_____	_____
_____	12. _____ _____	_____	_____
_____	13. _____ _____	_____	_____
_____	14. _____ _____	_____	_____
_____	15. _____ _____	_____	_____
_____	16. _____ _____	_____	_____
_____	17. _____ _____	_____	_____
_____	18. _____ _____	_____	_____
_____	19. _____ _____	_____	_____
_____	20. _____ _____	_____	_____

Duties that have been assigned to your position must be initialed for accuracy by your supervisor and/or manager in the right hand column.

REQUEST FOR RECLASSIFICATION REVIEW (continuation)

Name \_\_\_\_\_

**B. SUPERVISION EXERCISED**

Do you exercise supervision over any employees? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please list the name, job title and level of each employee that you supervise. In the right hand column, indicate whether you provide INDIRECT or DIRECT supervision. Indirect Supervision - you are responsible for assigning, monitoring and reviewing the tasks and duties performed. Direct Supervision - In addition to Indirect supervision, you participate in, or are responsible for, discipline, grievances, and formal performance evaluations.

EMPLOYEES	JOB TITLE	TYPE OF SUPERVISION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please list the total number of employees that you are responsible for supervising:

Full-Time \_\_\_\_\_ Part-Time \_\_\_\_\_ Temporary, On-Call \_\_\_\_\_ Students \_\_\_\_\_

**C. JOB RELATED REQUIREMENTS**

Please describe the basic knowledge that the employees must possess in order to perform the work. Do not include information that can be learned on the job, i.e. policies of the department, a specific software package. Show only the knowledge that is essential for full performance of the work, not the knowledge that the employee personally possesses.

Kind of Knowledge: \_\_\_\_\_

How Used: \_\_\_\_\_

Kind of Knowledge: \_\_\_\_\_

How Used: \_\_\_\_\_

Kind of Knowledge: \_\_\_\_\_

How Used: \_\_\_\_\_

REQUEST FOR RECLASSIFICATION REVIEW (continuation)

Name \_\_\_\_\_

Kind of Knowledge: \_\_\_\_\_

How Used: \_\_\_\_\_

Kind of Knowledge: \_\_\_\_\_

How Used: \_\_\_\_\_

Kind of Knowledge: \_\_\_\_\_

How Used: \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor and/or Manager Signature

\_\_\_\_\_  
Date

<b>D. FORMS AND DOCUMENTS REQUIRED</b>
--

The following materials must be included in order for the reclassification packet to be complete.

**A. COMPLETED APPLICATION**

**B. COPY OF CURRENT JOB DESCRIPTION**

If you do not have a copy of the current job description, please call Human Resources Department and request a copy of the description.

For additional information or clarification, call the Human Resources Department.

11/14/00

**APPENDIX 15A. TECHNICAL DETAILS REGARDING COLA, FUNDED GROWTH  
AND NEW MONEY**

1. **COLA** shall be distributed retroactive to July 1 once the percent is known following the Advanced Apportionment or, at the latest, by October.

**Administration Reasons:** The phrase "or at the latest by October" allows for the exceptional situation where it is known that there shall be a revised Advanced Apportionment. Even though this has happened only once in the last 30 years, the one time was last year and the flexibility needs to be available.

**Faculty/Staff Reasons:** The existence of an absolute date (October) for the distribution of COLA protects the faculty and staff by providing a fixed limit to the amount of time by which the distribution can be postponed.

**Intent:** During most years the COLA shall be distributed in either July or August.

2. COLA shall be split on a 90/10 percent basis (90 percent to wage and wage-related benefits and 10 percent to the allocation model).

**Faculty/Staff Reasons:** The 90/10 split is a nice round figure, and it is one that is often used as a typical split between total compensation and other expenses. The use of 90/10 for increases is a relatively painless way to begin to recover lost ground in salaries over the long term.

3. Funded Growth shall be distributed on July 1 following the P2 report which usually comes out in June.

**Background:** Current Practice.

**Administration Reasons:** Growth is the first money to be taken back when property taxes are lower than expected. As such it is the most uncertain. In addition, the P2 report in June is the first time the District knows whether the proposed growth money has been earned.

4. Funded Growth shall be split on a 44/56 percent basis (44 percent to wage and wage-related benefits and 56 percent to the allocation model).

5. New Money in the Compensation Fund which is released by the Reserves Committee (and approved by the District Budget Study Group and the Board of Trustees) shall trigger a change in the salary schedule effective July 1 (i.e., not retroactively). The New Money may be either positive or negative. The amount of New Money available is determined by a formula.

The formula is:

$$\begin{aligned} & \text{(Money released by the DBSG and approved by the Board of Trustees) -} \\ & \text{(Previous Year's model allocation + salary steps + increases in benefit} \\ & \text{costs)} \\ & = \text{New Money} \end{aligned}$$

The COLA and Growth are dealt with separately.

**Administration Reasons:** The formula deals with known quantities rather than unreliable state estimates. It protects the District over the long and the short term by

guaranteeing that wages do not outstrip the District's ability to pay.

**Faculty/Staff Reasons:** The formula deals with known quantities rather than unreliable local estimates. It protects faculty and staff over the long and the short term by guaranteeing that a fixed percentage of all New Money goes towards wages and benefits.

**Mutual Interest:** The benefit of having a formula which changes the salary schedule in either a positive or a negative direction is that it removes the debate over whether a specific revenue source is recurring or non-recurring. All parties shall benefit from this change.

6. The New Money shall be split on a 90/10 percent basis, regardless of whether it is positive or negative.

**Faculty/Staff Reasons:** The 90/10 split is a nice round figure, and it is one that is often used as a typical split between total compensation and other expenses. The use of 90/10 for increases is a relatively painless way to begin to recover lost ground in salaries over the long term.

7. All money released for wages and wage-related benefits shall be converted into percentages following a procedure.

The dollar amounts released for COLA, Funded Growth and New Money shall be converted to percentages by dividing the dollar amounts by the annual unrestricted wage and wage-related benefit costs for the District, as determined by the reserves committee.

Health Benefits premium increase costs which take effect each July 1 shall be converted to a percentage of salary and up to a maximum of 0.25% shall be deducted from the percentage derived from COLA and Funded Growth distribution to the classified salary schedule.

Example:

If the amount of COLA dollars is 4.0%, Funded Growth is 2.0%, and the Health Benefits increase is equal to 0.75% salary, the maximum allowable amount of Health Benefits offset of 0.25% shall be deducted from sum of the COLA and Funded Growth, resulting in the amount to be applied to the salary schedule of 5.75% ( $4\% + 2\% - 0.25\% = 5.75\%$ ). If the Health Benefits increase is equal to 0.15% salary, then the resulting salary schedule application would be 5.85% ( $4\% + 2\% - 0.15\% = 5.85\%$ ).

**Mutual Interest:** All involved have an interest in having a clear and well-defined procedure for changing dollar amounts into percentages on the salary schedule.

8. Once distributed, COLA and Funded Growth shall never be removed even if the state takes back the money at a later date. Any necessary decrease in the salary schedule shall be achieved through the mechanism of the Compensation Fund.

**Administration Reasons:** The mechanism of the Compensation Fund provides the necessary protection against shortfalls.

**Faculty/Staff Reasons:** Since COLA and Funded Growth are not removed, there will never be a mid-year decrease in wages.

9. All New Money shall be distributed, unless the negotiating teams and the Board of Trustees, by mutual agreement, decide to withhold a portion of the full amount of an indicated increase resulting from New Money for the sole purpose of preventing a decrease in the immediately following cycle.

**Mutual Interest:** Neither the faculty, the staff, the administration, nor the Board of Trustees is best served by a sharp increase in wage/program money in the current year followed by a decrease in the following year. The escape clause listed above is by mutual agreement only. In the case of a deadlock, the formula to distribute New Money shall automatically make any necessary corrections in the following year. By working together, the members of the District can avoid the pain of a foreseen decrease in revenues.

10. At the end of a contract period, this procedure shall remain in effect until, or unless a new procedure is instituted by the new contract.

**Administration Reasons:** This is a multiyear procedure which requires stability to ensure effective implementation.

**Faculty/Staff:** Since New Money is put on the schedule at the end of one fiscal year and the beginning of the next, the faculty and staff have an interest in continuing the procedure through a transition between contracts, unless a specifically agreed transition is in place.

10. For information regarding the Budget Allocation Model, see Board of Trustees Policy 3110, Policy Adopted: January 16, 1996.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

**AFFIDAVIT OF DOMESTIC PARTNERSHIP**

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE STATEMENTS BELOW ARE TRUE AND CORRECT.

- 1. We have an intimate, committed relationship of mutual caring;
- 2. We live together (see definition on the other side of this page);
- 3. We agree to be responsible for each other's basic living expenses (see definition on the other side of this page) during our domestic partnership; we also agree that anyone who is owed these expenses can collect from either of us;
- 4. We are both 18 or older;
- 5. Neither of us is married;
- 6. Neither of us is related to the other;
- 7. Neither of us has a different domestic partner now;
- 8. Neither of us has had a different partner in the last six months (this last condition does not apply if you had a partner who died; if you did, cross this out).

We declare under penalty of perjury under the laws of the State of California that the statements above are true and correct.

Signed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_

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

Signed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_  
(Employee's Domestic Partner)

**YOU MUST ALSO FILL OUT THE OTHER SIDE OF THIS FORM**

1. DEFINITIONS:

"Live together" means that the domestic partners share a place to live.

"Basic living expenses" means the cost of basic food and shelter. It also includes any other expense which is paid by a benefit either partner receives because of the partnership. For example, domestic partners who receive health insurance coverage are mutually responsible for medical bills which the insurance does not pay. It is not necessary to actually split basic living expenses to be domestic partners. The partners just have to agree to provide these things for their partner if the partner is unable to provide for him or herself.

2. ADDRESS:

Employee Name: \_\_\_\_\_

Domestic Partner Name: \_\_\_\_\_

Shared Residence Address:

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

3. THE LAST STEP: To complete setting up a domestic partnership, you must sign this form in front of a Notary Public, have the Notary fill in the notarization at the bottom of this page, and submit the Affidavit to the District Personnel Office.

NOTARIZATION:

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me \_\_\_\_\_ and \_\_\_\_\_, personally know to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public