

AGREEMENT

**Between The
Board of Trustees
Of the
Foothill - De Anza Community College District**

And

**California School Employees Association
And Its Chapter 96, For Unit A
(Skilled Trades and Crafts)**

**as defined by the
Public Employment Relations Board**

January 1, 2007 – December 31, 2009



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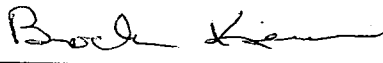
**AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF
THE FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
CSEA CHAPTER 96 FOR UNIT A**

This *Agreement* is made and entered into this 5th day of November 2007 between the Board of Trustees of the Foothill-De Anza community College District and CSEA, Chapter 96 for Unit A of the classified staff.

This *Agreement* becomes effective upon ratification by both parties. To the extent the provisions of the current *Agreement* are not modified by the amendments contained in this *Agreement*, they shall remain in full force and effect.

California School Employees
Association and its Chapter 96

Board of Trustees of
Foothill-De Anza
Community College District

By 
Brock Kreiss
President


By 
Martha J. Kanter
Chancellor

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Article 1
General Provisions

- 1.1 Unless expressly provided otherwise, the definitions set forth in Appendix B shall govern the interpretation and construction of this *Agreement*.
- 1.2 Any individual employment contract between the District and any employee in the bargaining unit shall be subject to and consistent with the terms of this *Agreement*. In the event of a conflict, the terms of this *Agreement* shall govern.
- 1.3 Within a reasonable time after execution of this *Agreement*, the District shall provide CSEA Chapter 96 with a sufficient number of copies of this *Agreement* for distribution to each employee in the bargaining unit. CSEA Chapter 96 shall, at its expense, distribute a copy of the *Agreement* to each employee.

Article 2
Effect of Agreement

- 2.1 This *Agreement* shall supersede any rules, regulations, policies or practices of the District, that are contrary to or inconsistent with its terms. In the absence of specific provisions in this *Agreement*, the adoption or modification of rules, regulations, policies, and practices is discretionary with the District.
- 2.2 If any provision of this *Agreement* is held invalid, such invalidity shall not affect any other provision of this *Agreement* so long as it can be given effect without the invalid provision. To this end the provisions of this *Agreement* are severable.
- 2.3 This *Agreement* expresses the entire understanding between the parties with respect to all matters within the scope of representation as defined by Government Code Section 3543.2 and supersedes all previous agreements between the parties, whether written or oral. During the term of this *Agreement* the parties expressly waive the right to meet and negotiate with respect to any matter, whether addressed in this agreement or not, even though such matter may not have been within the contemplation of either or both parties at the time this *Agreement* was negotiated and executed. Notwithstanding such waiver, if any provision of this *Agreement* is rendered invalid, the parties agree to meet and negotiate upon request of either party for the purpose of arriving at a mutually satisfactory replacement for the invalidated provision. Further, the parties reserve the right to revise or amend this *Agreement*, or any provision thereof, by mutual consent expressed in a written document signed by both parties.
- 2.4 The District shall provide reasonable released time not to exceed one-half day for CSEA Chapter 96 negotiating team members, in conjunction with the District, to conduct an orientation session on this *Agreement* for members of Unit A and the appropriate administrators and supervisors.

**Article 3
Union Rights**

3.1 Purpose

The District recognizes the need of the employee organization (CSEA Chapter 96) to designate Site Representatives from among employees in the unit. It is agreed that the employee organization in appointing such representatives does so for the purpose of promoting an effective working relationship between the District and employees.

3.2 Selection of Shop Stewards and Site Representatives

The employee organization reserves the right to designate the method of selection of Shop Stewards and Site Representatives. The employee organization shall notify the District in writing of the names of the Shop Stewards and Site Representatives and the group they represent. If a change is made, the District shall be advised in writing of such change.

There shall be five (5) shop stewards assigned as follows:

De Anza College	- one (1) day steward/one (1) night steward
Foothill College	- one (1) day steward/one (1) night steward
Central Services	- one (1) steward

In addition, there shall be three (3) site representatives, one (1) each at Foothill College, De Anza College and Central Services.

Shop stewards shall represent employees in all work-related matters including, but not limited to, filing grievances. Site representatives shall serve as information resource persons.

3.3 Duties and Responsibilities of Shop Stewards

The duties and responsibilities of Shop Stewards shall be as follows:

- 3.3.1 After notifying his or her immediate supervisor, a Shop Steward shall be permitted to leave his or her normal work area during reasonable times to assist in informal resolution of potential grievances and an investigation, preparation, writing and presentation of grievances. The Shop Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve resolution in accordance with the grievance procedure, if possible on an informal basis.

3.3.2 If, because of work load requirements, an adequate level of service cannot be maintained in the absence of a Shop Steward at the time of the notification, the Shop Steward shall be permitted to leave his or her normal work area as soon as circumstances reasonably permit.

3.3.3 Shop Stewards shall receive reasonable released time to conduct safety inspections and to attempt to resolve unsafe conditions and practices.

3.4 **Released Time**

CSEA shall have the right, with the concurrence of the appropriate administrator, to released time of up to twenty five (25) hours per month to be used by the chapter president or his or her designee, granted during regular working hours for the purpose of conducting business that pertains to CSEA Chapter 96. The twenty five (25) hours of released time is to include all CSEA, Chapter 96 business with the exception of formal contract negotiations. The members of the chapter who are to receive this released time shall be designated by the chapter president. Released time shall not be used at times that would necessitate hiring a substitute or that would require an employee to work in paid status at the overtime rate or that would require more than one (1) employee from a single functional area to be away from their assignments at the same time or if, due to an emergency, an adequate level of service could not be maintained in the absence of the released employee.

In addition, CSEA shall have the right to released time for members of the Executive Committee of Chapter 96 for up to two (2) meetings per month not to exceed two (2) hours in length and released time for up to eighty (80) hours annually to attend Union conferences/conventions.

3.4.1 Negotiation meetings between the District and CSEA Chapter 96 will take place at mutually convenient times and places. The District shall grant released time without loss of compensation to no more than six (6) official negotiators of CSEA Chapter 96 for meeting and negotiating with official District negotiators provided that released time does not result in additional cost to the District for overtime pay. Additional employees may attend negotiations as official negotiators but not on paid released time.

3.5 **District Safety Committee**

CSEA agrees to participate in the District Safety Committee convened by the District's Risk Manager to maintain a safe and healthful work environment within the District.

Article 4
Employment Practices

4.1 **Probationary Employment**

Employees who are employed for the first time or are re-employed by the District serve for a period of nine (9) months as probationary employees. At the end of the second and fifth months of employment, they will receive written evaluations of their work and their progress toward permanency. Except as provided below for permanent employees who have been promoted or reassigned, the District may terminate the employment of a probationary employee at any time or, with the concurrence of CSEA, extend his or her probationary period for a specified time not to exceed twelve (12) months from the date of initial employment. The notice of termination or notice of an extension of the probationary period shall be presented to the employee in writing or mailed to his or her last known address. If an employee receives a notice of termination, CSEA may recommend to the Director of Human Resources that the employee's probationary period be extended under this action.

A permanent employee who changes jobs, because of either promotion or reassignment will be probationary in the new classification for a period of six (6) months unless the employee is removed from this job before this time. At the end of the fifth month, the employee will be evaluated to determine whether performance has met the standards of the job. If the employee's administrator or supervisor decides that he or she should not continue in the new job, the District will promptly notify the employee in person and in writing. Since the employee retains permanent status in the District and is probationary only in the new classification, he or she will be assigned to an appropriate position in which he or she holds permanent status.

4.2 **Recommendation for Permanency**

During the employee's eighth month of employment with the District, he or she will be reviewed for advancement to permanency. At this time, the District must determine whether his or her services warrant continuation for an indefinite period or whether the probationary period should be extended. The appropriate administrator or supervisor will review the employee's entire file in reaching this determination.

4.2.1 If the appropriate administrator or supervisor recommends permanency, recommendation will be in writing through the regular evaluation form.

4.2.2 If the appropriate administrator or supervisor does not recommend that the employee be granted permanency, termination or extension of the probationary period must be recommended.

4.2.3 A permanent employee may be dismissed only for cause (Article 14.5).

4.3 In-Service Training

Each administrator or supervisor develops procedures whereby an employee receives training in the job assignment and is encouraged to learn the complete function of the department. In-service training classes are organized when needed. Employees are encouraged to enroll in outside courses in order to increase job knowledge and efficiency and to attend appropriate conferences.

If an employee and the appropriate administrator can make mutually agreeable arrangements for making up lost time, an employee may enroll in a class, typically on one of the campuses, during normal working hours. If the appropriate administrator recommends that an employee enroll in a specific class in order to improve efficiency in the present position, the District will reimburse the employee after the class has been completed for any fees and/or books required for the class.

The District will pay for tools and materials required for the class. Any and all tools purchased by the District in accordance with this Article will become the property of the District after the class has been completed. If the appropriate administrator or supervisor requires an employee to enroll in a class, the employee will receive released time or compensatory time off for attendance.

Members of the unit shall receive pay for time spent in approved in-service training during working hours. Requests for approved in-service training shall be made to the appropriate administrator or supervisor and will be approved on the basis of relationship to the current position, related promotional opportunities, or both.

4.4 Transfer

4.4.1 An employee may request transfer to other positions.

4.4.2 Transfers may also be initiated by the administration to adjust for overages in staff, to meet the need for special skills, or to alleviate special problems. An employee to be transferred will have the reasons for transfer explained as far in advance as possible. When an employee is transferred from one position in the District to one which is under a different administrator, the two administrators will arrange a mutually acceptable date of transfer. The transfer will take place as soon as feasible, but in no case may it be delayed longer than ten (10) working days after the Office of Human Resources has been notified officially by the appropriate administrator that the employee is to be transferred.

4.4.3 In making voluntary transfers the District shall not discriminate against an employee on the basis of physical disability unrelated to job performance. For purposes of this section, a classified employee's physical disability is "unrelated to job performance" if the employee can, with reasonable accommodation by the District, perform the essential functions of the position.

4.4.4 Transfer requests will not be unreasonably denied.

4.5 **Shift Change Request**

Only permanent employees may file a request for a shift change. The request will be considered when a vacancy occurs.

4.5.1 A Shift Change Request (Appendix C) must be completed and submitted to Human Resources.

4.5.2 When a vacancy occurs in a particular shift, Human Resources will provide the specific requests to the appropriate administrator.

4.5.3 An internal selection process will be conducted in accordance with District employment practices.

4.5.4 When two (2) or more employees have comparable skills and experiences, seniority will be a consideration in the selection process.

4.6 **Substitute Employees**

Substitute employees hired in vacant positions pursuant to Education Code section 88003 shall not be considered unit members and may be employed up to 90 days if the District is then engaged in a procedure to hire an employee to fill the vacancy. If the filling of the vacancy can reasonably be expected to take more than 90 days, the period in which a substitute may be employed under this section may be extended, by mutual agreement between CSEA and the District, on a case by case basis.

4.7 **The Hiring of Relatives**

The District does not prohibit the employment of relatives or domestic partners in the same department or division provided that neither relative/partner participates in or in any way influences recommendations or decisions specifically affecting the appointment, retention, evaluation, tenure, work assignment, promotion, demotion or salary of the other relative/partner; or in any action, event, or circumstance where a real or perceived conflict of interest may exist for the parties.

In those instances where developments cause one relative/partner to have recommending or decision making responsibilities over another relative/partner, the District may transfer one of the parties. If a transfer is not possible, these functions, as they apply to the related persons shall be performed by the next higher level of supervision/administration in the department or division until a transfer can be accomplished.

For the purposes of this section, a "relative" means the husband, wife, mother, father, sister, brother, son, daughter, grandparent, grandchild, parent-in-law, foster parent, step-parent, step child, foster child, son-in-law, daughter-in-law, sister-in-law, brother-in-law, domestic partner or other relative living in the immediate household of the employee.

4.8 **Promotion**

Promotion is the selection of an employee, through the application process, for a vacant position in a higher classification. An employee who reaches the last step on the salary schedule will not necessarily be promoted to a higher classification in order that he or she may receive increased pay.

4.8.1 **Selection for Promotion**

- a. In order to be promoted an employee must apply for the position.
- b. District employees shall receive "first consideration" for promotional positions. All internal applicants who meet the minimum criteria for a position will be granted an interview; this is "first consideration." The parties also agree to explore practical methods of encouraging internal recruitment that foster promotional opportunities and staff advancement and that are consistent with the District's commitment to high quality, equal opportunity and diversity.
- c. In order that internal applicants are aware of promotional opportunities, notice of all position vacancies shall be posted on the District web site (www.fhda.edu) the District office and mailrooms at Foothill College, De Anza College and the Middlefield Campus and shall be available to individual employees at the Office of Employment Services.
- d. Each job vacancy notice shall include: The job title, a brief description of the position and duties, the minimum qualifications required for the position, the salary range, and the deadline for filing an application to fill the vacancy. Any employee in the bargaining unit may apply for the vacancy by submitting the

appropriate application materials to the employment office within the filing period.

- e. Each notice of vacancy shall remain posted for at least seven (7) calendar days.

4.8.2 Placement and Movement Upon Promotion

- a. An employee who is selected for a position at a higher classification shall be placed on a step in the new salary range that pays the equivalent of a step increase over the salary earned in the former range or 5%, whichever is greater, such placement shall not be higher than the top step.
- b. The move to the new position shall generally be within ten (10) working days. In any event, the effective date of the promotion shall not be delayed more than ten (10) working days. In unusual circumstances where the movement of the worker would cause particular hardship for the department losing the worker, the administrators may delay the movement by mutual agreement beyond the ten (10) day guideline.
- c. Promotional Probationary Period: A permanent employee who changes job classification due to a promotion, shall serve a promotional probationary period for six (6) months, unless the employee is released from the new job before this time. At the end of the second month in the new position, the employee shall receive a written performance evaluation. The employee retains permanent status in the District and is only probationary in the new position during the six-month promotional probationary period. If the employee is released from the new position during the six-month probationary period, the Director of Human Resources shall assign the employee to a position in the class in which he/she holds permanency and his/her seniority at the higher classification shall be credited to his/her seniority in the lower class.

Management and supervisory employees of the District shall not discourage any member of the Unit from applying for a promotional position. Any District interview or screening committee for a position in Unit A shall contain at least one employee from the Unit appointed by the employee organization.

4.9 Voluntary/Involuntary Separation

4.9.1 Notice of Resignation

An employee who wishes to leave the service of the District in good standing must file with the Board of Trustees through the appropriate administrator or supervisor a written resignation giving the District reasonable notice (a minimum of two (2) weeks, whenever possible) of the last date of service. The Chancellor or designee is authorized by the Board to officially accept the resignation of any employee. The resignation of the employee shall be final and effective at the time of receipt by the Chancellor or designee.

An employee may submit a request to the appropriate administrator to rescind his/her resignation within five (5) working days after the resignation was received. The decision to accept or reject the rescission is at the discretion of the appropriate administrator and the Chancellor or designee.

4.9.2 Abandonment of Position

If an employee is absent for three (3) working days without leave or without having notified her/his administrator or supervisor, the absence will be an automatic resignation. An employee may request reinstatement from such a resignation. If the District has given the employee written notice of the automatic resignation, any request for reinstatement must be filed with the Director of Human Resources within fifteen (15) days of this notice. Reinstatement may be granted only if the employee makes a satisfactory explanation of the cause of her/his absence and for failure to notify her/his administrator or supervisor. Reinstatement will be determined by the appropriate administrator in consultation with the Director of Human Resources or his/her designee.

4.9.3 Paid Benefits and Leave Credit upon Termination

An employee who terminates employment in the District shall receive paid benefits and leave credit through the end of the month in which the termination is effective.

4.9.4 Reemployment

If a former classified employee is re-employed within one (1) calendar year of the last date of the former period of employment with the District and he/she left the District for any reason other than dismissal for cause or abandonment of position, he/she shall regain hours in paid status for seniority purposes, accumulated sick leave, unused personal leave, and

former vacation status. If reemployment is in the same classification, the employee shall be placed at the former step on the salary schedule. A former employee is re-employed in probationary status in accordance with Section 4.1.

4.10 **Apprenticeship Program**

The program goals are to address the needs and concerns of the District and employees who are in or are considering applying for apprentice level skilled craft positions; to encourage staff development; and promote upward mobility.

4.10.1 **Eligibility**

Permanent employees, who have completed their probationary period and meet the minimum skill requirements, are eligible to participate in the Apprenticeship program.

4.10.2 **Apprenticeship Application Form**

Interested employees must complete an Apprenticeship Application Form (hr.fhda.edu/personnel/classified/csea) indicating the trade or trades of interest and their educational and/or work experience in related fields. A single application must be completed for each trade skill and submitted to Human Resources.

Temporary Assignment

- 4.10.2 (a) When an opportunity occurs in one of the skilled craft positions, the appropriate administrator, the CSEA Chapter President or designee, and a representative from the specific trade will review the apprenticeship application forms and interview the employees. An employee with the required skill level shall be selected to fill the position temporarily on a working-out-of-class basis (see Working Out of Classification, Article 5, Section 5.9).
- 4.10.2 (b) A temporary assignment to the Apprenticeship program does not guarantee permanent assignment nor does it bestow any employment rights to a position.
- 4.10.2 (c) Such assignments shall not be subject to the 90-day limit on substitute employees working in vacant positions.

4.10.2 (d) Such assignments shall not exceed eighteen (18) months. If successfully hired into a permanent Apprentice I position:

Time worked in the temporary assignment may be applied to the eighteen (18) month service requirement, and/or

Trade related coursework completed during the temporary assignment may be applied to the one hundred fifty (150) hours of required instruction.

4.10.2 (e) Employees may be removed from these temporary working-out-of-class assignments and returned to their regular assignments upon the recommendation of the appropriate administrator. Such reassignments may not be grieved under Article 10 of this *Agreement*.

4.10.3 **Apprenticeship Positions – Apprentice I, II, III**

All vacancies for permanent apprenticeship positions shall be filled through an open recruitment process in accordance with established District employment procedures.

4.10.4 **Apprenticeship Process**

Each skilled craft job description shall include the employment standards and qualifications required to fill the position. When an employee is hired into an apprenticeship position he/she shall be responsible for complying with and advancing through the apprenticeship levels according to the standards described in the position description.

4.10.4.1 Employees in apprentice level skilled craft positions are required to complete eighteen (18) months of service and one hundred fifty (150) successful hours of trade related vocational instruction at each level of the apprenticeship program. The District will assist in identifying appropriate training options to support the advancement of employees to the next apprentice level. Prior approval from the appropriate administrator is required for trade related instruction that has not been identified by the District. An employee who fails to complete the required hours for training/coursework will be subject to discipline procedures pursuant to Article 14, Section 14.5.2.

4.10.4.2 Employees who attain established levels of proficiency and qualifications are eligible to move to the next level in the apprenticeship program. Promotion from one level to the next

requires a special evaluation issued by the Office of Human Resources.

4.10.4.2 (a) The employee is responsible for notifying the appropriate administrator or supervisor when the employee believes he/she has attained the required level of skill. The administrator or supervisor will request a special evaluation from Human Resources.

4.10.4.2 (b) If the evaluation reveals the proficiency or qualifications required for the next level have not been achieved, the employee will remain at his/her current level until the employee notifies the administrator that he/she has reached the skill level required. At that time, another special evaluation shall be completed following the process above.

4.10.4.2 (c) An employee who completes all of the service and education requirements but who fails to meet the required proficiency levels, shall be reassigned to another position in consultation with a CSEA representative. If the assignment is to a lower level position, it shall be considered an involuntary demotion and shall not be subject to grievance.

4.11 **Change of Address**

In order that the District may maintain an accurate listing of the complete names, telephone numbers, and mailing addresses of all employees, each employee shall be responsible for reporting any changes to the Office of Human Resources within ten (10) days of any such change.

4.12 **Personnel Records**

All personnel files shall be kept in confidence and shall be available for inspection only to officials of the District in the proper administration of the District's affairs or the supervision of the employee. Information from the employment records of a classified employee shall not be released outside of the District without the consent of the classified employee unless the release is compelled by law or by a judicial order or lawfully issued subpoena. A steward or other representative of the Union shall be authorized to review a personnel file only with written consent of the employee.

The Office of Human Resources maintains a complete file of records on each classified employee of the District. Except for routine records, no items will be placed in a personnel file without the knowledge of the employee. An employee may examine the contents of this file, with the exception of confidential letters of reference and comments of interviewers. No document may be removed from the file, but the employee or the Union may receive a photocopy of any item on request. Each person's folder will normally contain the following items:

- 4.12.1 The original application form;
- 4.12.2 Records of all job classifications, assignments and pay changes;
- 4.12.3 The original copies of all evaluations;
- 4.12.4 Copies of garnishments and other legal papers processed by the District;
- 4.12.5 Changes of name or address;
- 4.12.6 Professional Growth Application
- 4.12.7 Other pertinent data concerning the employee.

The employee must read and sign all evaluations and contract changes before these are added to the permanent file. In signing, the employee does not necessarily agree with or accept the terms of the document, but merely acknowledges that he/she is aware of the terms of the contents. Refusal to sign may lead to disciplinary action.

In cases where the District has received information concerning an employee which is damaging to her/his character or reputation, the Director of Human Resources will seal this information in an envelope to be opened only by her/him, the President of either campus, the Chancellor, the Board of Trustees, or the employee or his/her representative as designated in writing. Whenever such information is placed in a file the employee will be notified.

An official personnel file of each employee shall be maintained in the District Office of Human Resources. Any working files kept by any administrator or supervisor may contain material that is appropriate to day-to-day supervision. However, no adverse action of any kind shall be taken against the employee based on materials which are not in the official personnel file. Information in the appropriate administrator's working file may contain backup information to official material in process before being placed in the official file, or unofficial day-to-day information. The employee shall be given an opportunity during working hours and without loss of pay to initial and date any derogatory written material and to prepare a written response to such material before it is placed in her/his personnel file. The written response shall be attached to the material. All

materials in the personnel file must be dated and the source indicated. If other than routine material, it must be signed by the originator.

Any employee shall have the right at any reasonable time and without loss of pay to examine and/or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to his/her employment.

All derogatory materials except official evaluations and court orders, if the employee so requests, shall be removed from the employee's personnel file and destroyed after remaining in the file for a period of two (2) years unless there is a legal prohibition against such destruction. If there is such prohibition, such material shall be sealed and kept with the personnel file.

Article 5
Pay and Allowances

5.1 **Pay Period**

All permanent and probationary employees are paid for the calendar month on the last working day of each month. The monthly time report for each employee covers the period from the 15th through the 14th of the following month.

Members of CSEA shall receive monthly an official copy of the Classified Contract Employee's Monthly Time Report to enable them to keep track of leaves, compensatory time, vacations, and overtime,

5.2 **Salary Schedule Placement**

New employees are automatically placed on the first step of the salary range of the job classification they are assigned. Under unusual circumstances the Director of Human Resources may place an employee with successful experience in a similar position on the second step of the salary range. The placement may be made only after consultation between the appropriate administrator and the Director of Human Resources. The appropriate administrator may request that an employee be placed above step 2. The request must be reviewed with the Director of Human Resources and approved by the Chancellor. If the Chancellor approves the request the Director of Human Resources shall notify the employee organization of the action.

5.3 **Advancement on the Salary Schedule:**

An employee will advance to the next step of the salary schedule on the first of the calendar month following the completion of the first six (6) months of service, provided that he or she has received a "good solid performance" rating on the evaluation completed the appropriate administrator or supervisor. If the administrator has not completed the employee's evaluation by the date on which the employee is scheduled to receive the step increase, the step increase shall be granted automatically.

An employee's first month of service will be the month during which he or she begins working provided he or she renders service before the eleventh of the month. In all other cases, the employee's first month of service will be the calendar month following the date on which he or she begins working.

5.3.1 An employee will advance to subsequent steps on the salary schedule as he or she completes an additional year with a "good solid performance" rating. A year for twelve-month employees is twelve (12) months; for eleven-month employees, eleven (11) months; for ten-month employees, ten (10) months. If the appropriate administrator or supervisor has not

completed the employee's evaluation by the date on which the employee is scheduled to receive the step increase, the step increase shall be granted automatically.

5.3.2 An employee's anniversary date for salary increments shall be the anniversary of his or her first month of service after completing six (6) months in a class. Whenever an employee is promoted or demoted, the anniversary date shall remain the same. Any month during the employee's work year during which he or she is not in paid status will not count toward the anniversary date and will advance it by one (1) month.

5.3.3 An employee who demonstrates exceptional ability and diligence as an employee in the District may be given a double advancement on recommendation of the appropriate administrator and with the approval of the Executive Director, Facilities, Operations and Construction Management or the President, and the Director of Human Resources.

At any time an employee may question a step advancement or may request such an advancement of the appropriate administrator. If the employee is not satisfied with the response, the employee may ask the Director of Human Resources to review the request with the appropriate administrator. The decision of the Director of Human Resources shall be final.

5.3.4 Whenever an employee is promoted to a new position, the employee shall be placed on a step in the new salary range that pays at least the equivalent of a step increase over the salary earned in the former range, such placement not to be higher than Step G.

5.4 **Shift Differential Pay**

5.4.1 **Swing and Grave Shifts**

A full-time employee whose normal workday extends after 9:00 p.m. will be entitled to the swing shift differential of 4.5% per month.

A full-time employee whose normal workday extends after 5:00 a.m. will be entitled to the graveyard differential of 6.0% per month.

A full-time employee who works swing or graveyard shifts for more than half of the working days of the month will receive differential pay.

The half hour allotted for lunch period during the swing shift or graveyard shift is considered as part of the eight-hour working day. Employees afforded a paid lunch period will be required to remain on the work site during the duty free lunch period.

Part-time employees in the bargaining unit who have a normal work day of six (6) hours or more shall be eligible for the swing shift differential or the graveyard differential on a pro-rata basis.

5.4.1 **Weekend Shifts**

The normal workweek for unit members shall be Monday through Friday. Premium pay of \$55 per month shall be paid any worker whose regular workweek assignment falls outside of the normal workweek; and who performs his or her duties outside of the normal workweek without regular supervision; and who performs his or her duties outside of the normal workweek without regular staff support.

5.5 **Hazardous Premium Pay**

Under specified conditions, an employee shall earn hazardous premium pay. Hazardous premium pay is three (3) times an employee's usual pay rate, paid on an hourly basis for time actually worked under hazardous conditions.

5.5.1 **Annual District Power Shutdowns:** Qualified electricians familiar with grounding procedures shall be paid hazardous premium pay while in high voltage enclosures (12-15 KV, 480 or 277 volts) when grounding equipment and when re-energizing the system and placing high-voltage transformers on line.

5.5.2 **Working at Excessive Heights:** An employee who is required to work at heights that exceed 45 feet and for whom there is not a safety enclosure shall be paid hazardous premium pay.

5.5.3 **Other Hazardous Work:** If an employee or the appropriate administrator requests hazardous premium pay for a specific task, the Executive Director, Facilities, Operations and Construction Management shall determine whether such pay is appropriate.

5.5.4 **Hazardous Premium Pay**

Under specified conditions, an employee shall earn modified hazardous premium pay at two (2) times the employee's usual pay rate, paid on an hourly basis for time actually worked under hazardous conditions.

5.5.4.1. **Use of Toxic Cleaning Solvents:** An employee who is required to use toxic cleaning solvents in a confined area shall be paid modified hazardous premium pay.

5.5.4.2 **Other Hazardous Work:** If an employee or the appropriate administrator requests modified hazardous

premium pay prior to performance of a specific task, the Executive Director, Facilities, Operations and Construction Management shall determine whether such pay is appropriate.

5.6 Service Recognition Award

When an employee has served for three (3) years on the seventh step of the salary schedule in the same range, he or she may be awarded the Service Recognition Award upon recommendation of the appropriate administrator through established evaluation procedures. It is desirable to have an outstanding staff in which every member qualifies, but only those who demonstrate continued growth and continuance of the performance level that originally merited the granting of permanency, will be recommended. After three (3) years, the employee becomes eligible for another award. Service Recognition Awards shall be \$70 per month for full-time employees, prorated for part-time employees.

Employees are informed of their progress toward the Service Recognition Award through annual evaluations. Each employee shall receive an evaluation one (1) month before the date of eligibility for the award. If a Service Recognition Award is denied, the appropriate administrator shall complete a second evaluation within ninety (90) days and will either indicate that the employee has corrected any deficiencies or recommend that consideration of the award be postponed to the following year to allow the employee the opportunity to demonstrate the performance necessary to qualify for the award.

Whenever an employee changes classification or moves to a new position, any Service Recognition Award already earned shall be carried over to the new classification or position. Any steps toward eligibility for an Award shall be carried over to the new position if the salary placement for the new position is at Step G. Effective August 1, 1985, if the employee is at least eighteen (18) months beyond Step G in the old position, and the salary placement in the new position is below Step G, the employee shall receive a prorated Award based upon the number of months beyond Step G divided by thirty six (36).

5.7 Professional Growth Award

This Award shall be \$500 per year for employees who meet the requirements of the award. Employees who have achieved permanency are eligible for the Professional Growth Award. However, the Award does not depend upon longevity in a position but on increased skill, ability, and personal development as evidenced by one or more of the following efforts to improve the capabilities of the employee during the period of employment with the District:

- successful completion of in-service or other courses and workshops;

- participation in approved educational organizations and special activities (seminars, conventions, conferences, institutes, lectures, etc.) and community organizations;
- participation in a leadership role in professional associations or participation in committee work.

An employee who wishes to apply for the Professional Growth Award will file an application with the Professional Growth Review Committee. The Review Committee will assign points for each course or activity. If the Review Committee approves the application, the points will be awarded upon verification of the completion of the course or activity. An Award is granted for every two hundred (200) hours accumulated, provided two (2) years have passed since any previous award. The change in salary will be effective on the first of the month following the final acceptance of verification by the Review Committee.

Professional Growth Review Committee

The Professional Growth Review Committee is composed of six (6) members: The Director of Human Resources or his or her designee, the Executive Director, Facilities, Operations and Construction Management or his or her designee, and up to four (4) appointees of CSEA Chapter 96.

The District grants members of the Review Committee time during working hours to carry out their official duties. The responsibilities of the Committee are:

1. to review and approve or deny applications submitted for consideration;
2. to determine the appropriate category under which activities will be accepted;
3. to maintain a complete record of all applications and decisions; and
4. to return its recommendation to Human Resources for Board action.

Employee Eligibility and Qualifications for Professional Growth Award

1. An employee must have completed at least one (1) year of employment with the District and have achieved permanent status.
2. An eligible employee must complete a minimum of two hundred (200) hours of credited activity, one hundred (100) hours of which must have been completed since the last award.
3. A minimum of two (2) years in paid status must have occurred since the last award.

Effective Date of Award

Awards are effective on the first of the month following final acceptance by the Review Committee. If the Committee does not meet during a month, the award shall be retroactive to the first of the month following application filing, provided that:

1. a complete application with appropriate verification was filed with Human Resources;
2. the application was received by the Review Committee by the 15th of the month; and
3. the Review Committee accepts the application and approves the award.

Application forms are online (hr.fhda.edu/personnel/classified/CSEA), in the Office of Human Resources in and in Appendix C.

The Service Recognition Award and the Professional Growth Award will be awarded independently of each other, since the former is based on outstanding service in performing the normal duties of the position while the latter is based on growth beyond the normal requirements of the position through specific efforts during the period of employment.

5.8 Educational Assistance

The District shall maintain a fund for assisting unit members to pay for required tuition, fees, and textbooks to attend any work-related class at an accredited college, university, trade school/workshop. The fund shall be \$10,000 per year. Remaining money shall be rolled over to the next year but the maximum fund shall be not more than \$15,000. Educational Assistance Funds may be used during a Staff Development Leave.

- 5.8.1. An employee may receive up to a maximum of \$1,000 per fiscal year.
- 5.8.2. Funds shall be distributed on a first come first serve basis until the fund is depleted.
- 5.8.3. The employee shall demonstrate that he/she has successfully completed the class.
- 5.8.4. Advance payment for trade school/workshop requires the approval of the appropriate administrator and written agreement by the employee to refund the payment if he/she does not complete the training.
- 5.8.5. Employees may request additional funding of up to \$500 when course work or training is directly related to the employee's current position. Requests for additional funding require approval by the Director of Human Resources and the appropriate administrator.

The District shall maintain a list of all disbursements under this fund and make it available for review upon request by the employee organization.

5.9 **Working Out of Classification**

- 5.9.1 An employee who is required to work in a position in a higher salary range than the regularly assigned position for more than five (5) working days in any 15-calendar-day period shall be paid on the appropriate salary range for the position temporarily filled. The employee shall be paid an increase equivalent to at least one (1) salary step above the salary earned in the regularly assigned position.
- 5.9.2 To qualify for out of class pay an employee shall
 - a. temporarily assume all duties and responsibilities of a higher classification when a position is temporarily vacant; or
 - b. temporarily be assigned a sufficient number of higher level duties to clearly justify the conclusion that the worker is performing within a higher classification.

All working out of class assignments shall have a fixed beginning and ending date.

5.10 **Superior Performance Award**

Each year the Executive Director, Facilities, Operations and Construction Management or designee and the Director, College Services may make an annual superior performance award to employee(s) who have demonstrated sustained superior performance that makes a significant contribution to the operation of the District. The award will be a one-time bonus of \$500.00.

The Executive Director, Facilities, Operations and Construction Management and the Director, College Services may rely on the recommendation of appropriate administrators and supervisors in considering employees for the award, but the final decision on the number of awards to be made annually and the employees who will receive the award shall be made by the Executive Director, Facilities, Operations and Construction Management and the Director, College Services.

Article 6
Holidays

6.1 **Holidays**

There are sixteen (16) paid holidays each year including all legal school holidays. These include the holidays listed below as designated for each school year. Employees shall be entitled to any other holiday declared by the President or the Governor that provides for community colleges to be closed or any holiday approved by the Board of Trustees.

Independence Day
Ceasar Chavez Day (the Friday before Labor Day)
Labor Day
Veteran's Day
Thanksgiving (2 days)
Christmas Eve
Christmas Day
Day after Christmas
December Holiday*
New Year's Eve
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Day
Washington's Day
Memorial Day

- 6.2 When the holiday falls on a Sunday, it shall ordinarily be observed on the following Monday unless otherwise provided for in the Education Code and/or agreed upon in negotiations. When a holiday falls on a Saturday, it shall ordinarily be observed on the preceding Friday unless otherwise provided for in the Education Code and/or agreed upon in negotiations. When a holiday falls within an employee's vacation, the holiday will not count as a day of vacation. Employees may use personal necessity leave time for observance of their religious holidays providing such absences are approved in advance by the appropriate administrator.
- 6.3 To be eligible for holiday pay, an employee must be in paid status either the working day before or the working day following the holiday. In addition, each employee who is not regularly scheduled to work on the day on which the holiday falls shall be entitled to observe the holiday on the next regularly scheduled work day.
- 6.4 With the exception of the December Holiday*, if an employee is required to work on a holiday, the employee shall be compensated as follows:
- 6.4.1 The employee will receive pay at the regular hourly rate, and

6.4.2 The employee will receive pay at the overtime rate for the number of hours worked on the holiday.

Approval to work on a holiday must be granted in advance, and the entry on the time report must be initialed by the appropriate administrator.

Employees who are required to work on the December Holiday* shall be entitled to a floating holiday to be taken between January 1 and June 30 and shall not be entitled to pay at the overtime rate for the hours worked. The holiday will be scheduled by mutual agreement between the employee and the appropriate administrator. Employees who do not take the floating holiday by June 30 will forfeit the holiday.

6.5 . Section 6.1 of this article may be reopened at any time on the written request of either chief negotiator.

Article 7
Vacation Leave

The District and CSEA agree that every employee should periodically gain new perspective on the job in which he or she is engaged through relaxation and participation in activities other than those involved in regular employment. Therefore, vacation leave shall be granted as follows:

7.1 Full-Time Employees

Except as provided below, full-time employees shall earn 6.66 hours of vacation for each calendar month (ten (10) days per 12-month year) completed in the service of the District. If an employee joins the District staff after the tenth day of the month, vacation will be computed from the first of the following month.

Employees who have been continuously employed by the District for a period of three (3) years shall, at the beginning of the fourth year, accrue vacation leave at the rate of 9.99 hours of vacation per month (fifteen (15) days per 12-month year). Employees who have completed seven (7) years of employment with the District shall, at the beginning of the eighth year, accrue vacation leave at the rate of 13.33 hours of vacation per month (twenty (20) days per 12-month year). Employees who have completed thirteen years of employment with the District shall, at the beginning of the fourteenth (14) year, accrue vacation leave at the rate of 16.00 hours of vacation per month (twenty four (24) days per 12-month year).

No employee may use vacation time until he or she has completed six (6) months of employment in the District.

Probationary employees who leave the service of the District prior to completing six (6) months of employment will receive no vacation leave or pay. Terminated employees who have completed more than six (6) months of employment will be paid for that portion of their earned vacation that they have not used. If this vacation pay would have extended over a holiday period, had it been taken as leave, the terminating employee will not receive additional pay for the holiday.

7.2 Full-Time Ten and Eleven - Month Employees

Ten and Eleven-month employees shall earn vacation leave in the manner specified in Section 7.1.

7.3 Employees on Fractional Contracts

Employees who regularly work fewer than forty (40) hours per week will accrue vacation in proportion to the rate of full-time employees based upon the number of hours, not the number of days, worked per week.

7.4 Accumulated Vacation Leave

Vacation leave may be used in increments of full days and half days only and the District and CSEA agree that vacation leave should be taken in increments of not less than one (1) week if it is to serve the purpose for which it is intended. In the event that an employee has no appropriate leave available such as personal necessity leave or compensatory time, an employee may use vacation in one-hour increments.

Employees may accumulate a maximum of two (2) years of accrued vacation (see Article 7, Section 1 for accruals). When the accumulated vacation balance reaches these limits, an employee ceases to earn vacation until such time as the vacation balance is reduced below the maximum earnable.

An employee will be informed by notice on his or her paycheck when he or she is within two (2) pay periods of reaching his or her maximum vacation accrual for two (2) years. If the employee is within two (2) pay periods of reaching his or her maximum accrual of vacation, he or she will meet with the appropriate administrator or supervisor to schedule vacation so that the employee does not lose any vacation to which he or she is otherwise entitled.

7.5 Scheduling Vacation Leave

Whenever possible, employees will have a choice of time for vacation. If an employee's absence will seriously hamper the work of the department, the District may request that the employee take vacation at a time other than the time requested.

Except for emergencies or other special circumstances, all vacation must be requested and approved in advance. Employees must submit a Request for Vacation. Whenever possible the form will be submitted ten (10) working days prior to the requested vacation. The request will be approved/denied within three (3) working days. If vacation is denied the reason for the denial shall be stated on the Request for Vacation form. The suggested ten (10) day notice shall not be the sole reason for a request denial.

If multiple requests are received on the same work day, seniority will be the determining factor in approving requests for the same vacation time.

If vacation is approved it shall not be changed or rescheduled by the District except in an emergency. When vacation is canceled for emergency reasons the employee will have the option to reschedule or be paid for the vacation time. Such rescheduling must occur within three (3) months of the canceled vacation and the unused vacation will have no effect on the vacation accrual limit during that time period. If the vacation cannot be rescheduled within three (3) months,

the employee will be paid for the vacation. If an employee's vacation is canceled by the District, the District will reimburse the employee for any and all non-refundable expenses incurred by the employee such as non-refundable plane fares or reservations.

After a vacation leave is approved an employee may request a change only if the change does not impact the work or affect the already scheduled vacation time of other employees.

If an employee becomes seriously ill or is injured during a scheduled vacation period, the employee may submit a signed statement from a physician that the employee was incapacitated and would be unable to work. In such circumstances, an employee may request that the time be deducted from earned sick leave. The physician statement shall include a complete description of the illness or injury and length of disability, receipts of payments made for medical care and any other supporting documentation deemed appropriate by the District. If the request is approved, the balance of the vacation shall be rescheduled.

- 7.6 Sections 7.1 and 7.5 of this article may be reopened at any time on the written request of either chief negotiator.

Article 8
Leaves

8.1 Sick Leave

Sick leave provides continuation of pay to the District employee who cannot perform his or her duties because of physical or mental illness or injury.

In instances where an employee is eligible for Worker's Compensation, sick leave pay (following the exhaustion of all industrial accident leave) will be reduced by the amount received from Worker's Compensation.

Full-time employees of the District accumulate sick leave at the rate of eight (8) hours per month. Employees who regularly work fewer than forty (40) hours per week accrue sick leave at a rate in proportion to that of full-time employees. There is no limit to the amount of sick leave that employees may accumulate from year to year. Accumulated sick leave will appear on the check stub each month. Sick leave may be used in increments of one-quarter hour or longer. During extended sick leave, an employee ceases to accumulate sick leave but continues to accumulate prorated vacation leave.

Sick leave may be used for appointments with doctors or dentists or after all personal necessity leave has been exhausted, up to seven (7) days can be used for care of an ill member of the employee's immediate family (as defined in section 8.14). Under certain circumstances approved by the Director of Human Resources, sick leave can also be used for other reasons of personal necessity. An employee may not be gainfully employed while absent on illness or accident leave. Sick leave may not be used to extend a weekend or vacation when the employee is not actually ill. Sick leave is not a "rest leave" unless so prescribed by a physician.

It is important for many reasons that the District be aware of any physical condition which might affect an employee's reliable attendance or ability to continue employment. Whenever an employee is absent on sick leave for three (3) or more working days or when a pattern of sick leave suggests a chronic illness, a medical report outlining the nature of the problem and the probable date of full recovery may be required. If information from the employee's personal physician is insufficient, an examination by a physician of the District's choosing may be required at District expense.

Any employee who transfers after at least one (1) year of service from one school district to another when no more than one (1) year intervenes between termination in one district and employment in the other, should request that unused sick leave be transferred. Accumulated sick leave may be converted to service credit at retirement in accordance with regulations established by the Public Employees Retirement System.

During any fiscal year an employee may convert up to sixty (60) hours of accumulated sick leave credit in excess of two hundred forty (240) hours to vacation leave credit at the rate of six (6) hours of sick leave credit for four (4) hours of vacation leave credit. The request to convert sick leave credit to vacation leave credit under this section must be made in writing to the Director of Human Resources and will be approved only if the conversion does not result in the employee exceeding his or her vacation maximum (see Article 7, Section 7.4. Furthermore, any vacation leave credit granted under this section must be scheduled at the time it is requested and must be used as vacation leave within thirty (30) days of the request for conversion unless the employee's worksite is closed on Fridays during July and August and the request for conversion is submitted for the irrevocable purpose of covering Fridays during those months..

8.2 Extended Sick Leave

Each classified employee shall be entitled to extended sick leave for illness or injury at the end of all accumulated sick leave or at the end of ten (10) consecutive working days, whichever is later, and continuing for up to one hundred thirty (130) working days from the first day of absence because of illness or injury. Extended sick leave shall be granted in increments of not less than one (1) full day for each working day of absence due to illness or injury. A classified employee on extended sick leave shall be entitled to extended sick leave pay as follows:

8.2.1 For a full month's absence, an amount that equals $66 \frac{2}{3} \%$ of the employee's "basic monthly earnings" on the date he or she was first absent, to a maximum payment of \$6,000 per month. "Basic monthly earnings" means $\frac{1}{12}$ th of the employee's annual contract salary.

8.2.2 For less than a full month's absence, an amount that equals an appropriate fraction of the extended sick leave pay calculated under Section 8.2.1. The fraction shall be determined by dividing the number of days of absence during the partial month by 20.

After the exhaustion of all extended sick leave, a classified employee may resign, retire, or apply for an unpaid leave of absence under Section 8.12. If the employee applies for an unpaid leave of absence, a leave of up to five (5) months shall be granted. If the employee fails to resign, retire, or to apply for a leave or an extension of a leave is denied, the employee shall be placed on a 39-month reemployment list. In any event, if the employee remains disabled beyond the period of extended sick leave, he or she shall receive long-term disability insurance benefits under Section 16.8 in the manner prescribed in the District's long-term disability insurance policy.

Sick leave and extended sick leave run concurrently with leave provided by the Family and Medical Leave policy of the District.

8.3 **Sick Leave Donation**

8.3.1 An employee may donate days of sick leave to individual District employees who, due to a serious health condition, have exhausted all accumulated sick leave. Donating employees must retain a sixty (60) day balance of sick leave after their donation. No employee may receive more than forty (40) days of donated leave per year.

8.3.1.1 A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition which involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider as defined in 29 USC 825.114(a) and as certified by an employee's physician or other qualified practitioner.

8.3.1.2 The Vice Chancellor of Human Resources will verify the certification for eligibility. If the certification from the employee's physician is insufficient, a certification by a physician of the District's choosing may be required, at District expense. The District may require additional medical opinions.

8.3.2 Donated leave must be in one (1) day increments (no less than eight (8) hours). Recipients of donated sick leave shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient employee. In the event that the state or federal governments rule that tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

8.3.2.1 The donated sick leave may be used only when the employee has exhausted accumulated sick leave and either is not eligible for long term disability or is eligible but has not begun to receive the long term coverage.

8.3.2.2 The Vice Chancellor of Human Resources shall be notified of solicitation of donations. Solicitations of donations may be made by the individual or his/her representative(s).

8.3.2.3 Donation of sick leave shall be authorized by a signed pledge form and filed with the District Office of Human Resources. In the event several employees donate sick leave, the sick

leave shall be used in the order in which the signed pledge forms are filed with Human Resources.

8.3.2.4 If the employee does not use all donated sick leave, the sick leave shall be returned to the donating employee(s).

8.4 **Personal Necessity Leave**

Each permanent or probationary employee shall be granted up to five (5) days of paid leave per year for reasons of genuine personal necessity. For the purposes of this section "personal necessity" means obligations or unavoidable duties of an individual employee that must be performed during regularly scheduled working hours. Circumstances under which personal necessity leave is appropriate:

- 8.4.1 Emergencies related to the employee's home or to his or her immediate family members;
- 8.4.2 Medical or dental appointments for the employee's immediate family members when the nature of the appointment requires the employee's presence;
- 8.4.3 Appointments for the purpose of conducting personal legal affairs or financial transactions, or receipt of a summons, subpoena, or other court orders requiring absence from work;
- 8.4.4 Special family obligations such as attending an immediate family member's graduation or marriage ceremony; and
- 8.4.5 Observance of a major religious holiday of the employee's faith.

For an employee assigned to the graveyard shift (See Article 5, Section 5.4), up to twelve (12) hours of personal necessity leave may be used to delay the start of his or her shift to compensate for the circumstances specified in Subsections 8.4.2 and 8.4.3 even though these appointments are not scheduled during the employee's regularly scheduled working hours. By mutual agreement the employee and supervising manager may make alternate arrangements regarding the scheduling of the leave, and, with the approval of the Director of Human Resources, grant the use of additional hours for this purpose.

Eligibility for personal leave begins on the first of the calendar month following six (6) months of employment. The number of hours of personal leave remaining will appear on the check stub each month.

Personal Necessity Leave may not be used for recreation, planning a vacation, or social events nor may it be used in lieu of vacation or sick leave (except after an

illness of ten (10) working days or more and no full-pay sick leave is available. Unless there are unavoidable and compelling reasons, Personal Necessity Leave may not be taken in conjunction with any holiday, sick leave, vacation or other leave of absence.

Personal Necessity Leave is not cumulative. It must be scheduled in advance with the appropriate administrator or supervisor whenever possible. When advance scheduling is not possible because the leave is required to meet an emergency, the supervising manager must be promptly notified that the employee is requesting personal leave time. All personal leave must have the approval, in writing, of the supervisor, the appropriate administrator or the Director of Human Resources. Approval must accompany the monthly time report.

Ordinarily the appropriate administrator or supervisor will require an explanation of the reason for personal leave to be written on the application form. However, since occasionally the reason may be of a strictly private nature, up to three (3) days of personal leave shall be granted if satisfactory oral explanation of the reason for personal leave is submitted to the appropriate administrator or the Director of Human Resources (or his or her designee) in advance.

In emergency situations additional hours of personal necessity leave may be granted by the Director of Human Resources.

When an employee is required to appear in court as a subpoenaed witness, other than as a litigant, or to respond to an official order from duly authorized government agencies additional hours of personal necessity leave shall be granted, if necessary,

Personal necessity leave runs concurrently with leave provided by the Family Medical Leave policy of the District.

8.5 **Bereavement Leave**

Employees shall be granted a leave with full pay in the event of the death of any member of an employee's immediate family as defined in Section 8.14.

Bereavement leave shall be for a period of up to three (3) days, except that it may be for up to five (5) days if out-of-state travel is required or if more than two hundred fifty (250) miles of one-way travel is required or if the death is of a spouse, domestic partner or child. This leave may be extended by the Director of Human Resources when unusual circumstances such as travel or the settlement of an estate demand it.

8.6 **Industrial Accident Leave**

Each permanent or probationary employee who meets the requirements specified by law shall be entitled to industrial accident leave of up to sixty (60) days under Education Code Section 88192 and the rules described in that section.

8.7 **Jury Duty**

In order to encourage employees to accept jury duty as a responsibility of citizenship, the District will pay employees at their regular rate of pay while they are performing jury service. When jury duty consumes only a portion of the day, employees are expected either to report to work immediately after jury duty or to have pay canceled for the day. An employee must reimburse the District for the fee received from jury duty; the paycheck shall be reduced by that amount.

Absence from assigned duties to perform jury service will be reported in the same manner as other absences, but the employee shall attach a copy of the summons to jury duty to his or her monthly time report. Ordinarily an absence for jury duty lasts a single day, making the employment of a substitute unnecessary. If a paid substitute is needed for absence of prolonged duration for jury duty, the same procedures will be followed as those instituted for an employee who is absent for illness.

8.8 **Parental Leave**

A employee may be granted a maximum of one (1) year of unpaid leave of absence to care for a newborn or recently adopted child. The request for parental leave must be made in writing. The Office of Human Resources will forward the request to the Chancellor for action by the Board of Trustees. Leave to care for a newborn or recently adopted child runs concurrently with FMLA.

An employee on parental leave must notify the Office of Human Resources within seven (7) months after the start of the leave whether she/he intends to return to the employment of the District. Failure to comply with this regulation will void the responsibility of the District to find employment for the employee.

The employee will be reinstated within a period of one (1) year from the start of the leave, and the District shall attempt but make no guarantee to place the employee on the same campus or in the same assignment as that which was held when the leave began.

Time spent on unpaid parental leave shall not be counted in the calculation of salary increments and other seniority factors.

8.9 Family Medical Leave

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

8.9.1 Employees should consult with the District Office of Human Resources regarding eligibility, application procedures, and other procedures related to Family Medical Leave.

8.9.2 Employees who qualify for paid benefits under Article 16, Section 16.1, shall continue to receive paid medical benefits while on Family Medical Leave.

8.10 District-Initiated Disability Leave

When a condition has caused an employee to be unable to carry out assigned duties or has interfered with the educational program or other work of the District or threatens the safety or welfare of the employee, the students, or the other employees of the District, the District, in consultation with the CSEA, may place the employee on disability leave of absence. The Director of Human Resources shall set the beginning date of such leave, taking into account the available medical information, the employee's job performance, and the interests and requirements of the employee, the students, and the other employees of the District. An employee on disability leave may return to work with the permission of the Director of Human Resources, who may require such medical information as is deemed reasonably necessary to make a decision, including an examination by a physician selected by the District at District expense. An employee on a disability leave of absence initiated by the District is considered to be on sick leave and is entitled to the pay and other benefits of any other employee on sick leave (see 8.1).

8.11 Military Leave

A employee shall be entitled to military leave as provided by Military and Veterans Code Sections 395 to 395.9 and Education Code Section 87832.

8.12 Unpaid Leave of Absence

Leave of absence without pay for a specific purpose and for a designated length of time not to exceed one (1) year, or an extension upon request, may be granted under the following conditions.

8.12.1 A suitable short-term employee is available to fill the position of the employee on leave;

8.12.2 The absence of the employee will not reduce the efficiency of the program of the District, and

8.12.3 The employee can give reasonable assurance that he or she will return to the position at the conclusion of the leave.

If during an unpaid leave of absence the employee continues to meet the definition of "qualified classified employee" under Article 16 (Health and Welfare Benefits), Section 16.1 or 16.2, he or she shall continue to receive paid benefits. If an employee on unpaid leave of absence does not meet this definition, he or she may continue to receive paid benefits by reimbursing the District in advance for the full premium or its equivalent.. To receive vacation credit, personal necessity leave credit, or sick leave credit during an unpaid leave of absence, an employee must be in paid status for at least twelve (12) working days during the month.

8.13 **Break in Service**

A break in service results from a separation from employment with the District because of resignation, retirement, layoff, or termination during probation or dismissal. Unless expressly provided elsewhere in this *Agreement*, a break in service results in loss of permanent status, seniority, accumulated sick leave, personal necessity leave credit, vacation status, placement on the salary schedule, and eligibility for retiree and other benefits. No paid leave of absence shall constitute a break in service.

No unpaid leave of absence shall constitute a break in service (see 8.12) but time spent on an unpaid leave shall not count toward attainment of permanent status, accrual of seniority, accrual of sick leave, vacation leave or personal necessity leave credit, advancement on the salary schedule, or eligibility for retirement and other benefits.

8.14 **Definition of Immediate Family**

For purposes of this article only, the definition of "immediate family member" when used in connection to any leave provided in this article shall mean: Husband, wife, domestic partner, mother, father, sister, brother, son, daughter, grandparent, grandchild, parent-in-law, foster parent, step parent, step child, foster child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any relative of either spouse living in the immediate household of the employee.

8.15 **Staff Development Leave**

To encourage and enable classified employees to enhance their value to the District through further job-related education, the upgrading of their skills, or retraining for a different career ladder within the District, a Staff Development

Leave has been established. After seven (7) years of service in the District, an employee is eligible to apply for a leave from one (1) to ten (10) months at 85% of full pay.

An eligible employee may apply through the Supervising Manager for a leave to complete interrupted studies, learn by observing methods used in industry or other educational institutions, get a substantial start on a goal of better education. The application in writing must present a detailed description of the proposed activities of the leave and the specific potential value of these activities to the District. The application shall contain precise dates for the beginning and ending of the leave.

All applications for the succeeding college year must be received by the Director of Human Resources before December 15. Each application that has been submitted and has received the recommendation of the supervising manager and the appropriate administrator shall be forwarded to the Classified Staff Development Committee for review and recommendation to the Chancellor. This Committee shall be composed of two (2) representatives of Unit A, two (2) representatives of Unit 1, and two (2) administrators designated by the Chancellor, one of whom shall serve as chair. The percentage of classified staff from Unit A to be granted Staff Development Leave will be negotiated each year. If the number of recommended applications exceeds the number agreed upon for the year, the Committee shall establish procedures for deciding which leaves shall be recommended to the Chancellor for submission to the Board. Board-approved leaves will be announced by March 1 each year.

If a leave is granted, the employee must agree in writing to render, upon return from leave, a minimum of two (2) years of service to the District. Failure to render this service will require the employee to refund salary paid by the District during the leave. Within thirty (30) days after returning from a leave, the employee shall submit a written report to the Classified Staff Development Leave Committee of the activities of the leave, emphasizing the value to the District. If the employee attended school during the leave, he or she shall also submit a transcript showing satisfactory attendance and successful completion of the course work as soon as reasonably possible.

After reviewing the report, the Classified Staff Development Leave Committee shall either approve the report or request further information from the employee. If, after requesting further information from the employee, the Classified Staff Development Leave Committee is unable to establish that the employee satisfied the conditions of the leave, the Committee may, if it determines it is appropriate, after considering possible mitigating circumstances, recommend that the employee be required to compensate the District for the expense of the leave. The decision of the committee may be reviewed by the Chancellor at the request of the employee.

During the leave the employee will be entitled to all the benefits of classified contract employees except that the employee shall stop accruing vacation and personal necessity leave and only 85% of service time will be credited by the Public Employees Retirement System. The employee may, however, arrange to make a contribution to the System to insure full service credit for the period of the leave as provided by the regulations of PERS. During the leave the employee shall earn 85% of the normal credit for sick leave and seniority. No vacation credit shall be earned during a Staff Development Leave.

Employees on staff development leave may not be employed by the District in any capacity for any reason at any time during the leave.

Article 9
Layoff and Reemployment

9.1 **Layoff**

Lack of work or a lack of funds may result in the abolition of a position and the release of a probationary or permanent employee. These reasons must be bona fide. Layoff may never be used as a disciplinary measure. If layoff occurs in an area where there is more than one person in the same classification, layoff will proceed in reverse order of seniority. In the event of a layoff, the District shall not:

- 9.1.1 Use short-term temporary employees, volunteers, students or faculty employees to replace a displaced or laid-off-employee;
- 9.1.2 Contract out the work formerly done by a displaced or laid-off employee;
- 9.1.3 Require an employee to perform overtime work or increased work assignments over and above his/her regular assignments as a result of a layoff;
- 9.1.4 Add increased responsibilities without following appropriate procedures.

9.2 **Reduction in Hours**

After a decision to reduce hours has been negotiated, any reduction in regularly assigned hours shall proceed in the order of layoff as prescribed in this article. Persons experiencing such reduction shall be considered laid off for purposes of determining all rights and benefits.

9.3 **Notice and Consultation with the Union**

- 9.3.1 The District shall notify the Union in writing of a layoff of a bargaining unit member. Whenever possible, such notice will be sixty (60) days prior to the date of layoff but in no case shall the notice be less than fifty five (55) days prior to the date of layoff. The District shall notify the Union of the financial and program status of the District and of the possible need to eliminate or reduce classified positions.
- 9.3.2 The District and the Union shall meet not later than five (5) days following notification to the Union. The purpose of the meeting shall be:
 - 9.3.2.1 To determine whether, in accordance with Education Code Section 88017, short term employees are employed performing work that the employee to be laid off is qualified

to perform and whether such work is sufficient to create a position in the same classification as the employee to be laid off. Should the work not be sufficient to create a position in the same classification, the parties will explore whether there is sufficient work to create a position in a lower classification into which the employee, if qualified, can be placed, in lieu of layoff. An employee who accepts a position in a lower classification shall have reemployment rights for a period of thirty nine (39) months from the date of voluntary demotion as noted in Section 9.9 of this article.

- 9.3.2.2 To examine alternatives and opportunities available to each employee who may be subject to layoff, unique conditions that may affect specific employees; and the possible consequences for other employees.

In addition, the District may hold division, department or campus meetings to explain the conditions leading to layoff and to explain the reasons for selecting certain positions for layoff. The Union staff may be present and participate at such meetings.

9.4 **Notice of Layoff**

An employee who is to be laid off shall receive at least forty five (45) days notice prior to the layoff. The notice of layoff shall be in writing with a copy to the Union. The notice shall include the effective date of the layoff and a statement of the employee's "bumping" and reemployment rights.

9.5 **Order of Layoff**

Any layoff shall be effected within a class. The order of layoff shall be determined by seniority within that class. An employee with the least seniority in the class plus seniority in higher classes in which the employee has served shall be laid off first. Seniority shall be based on the date of hire in class. If two (2) or more employees subject to layoff have equal seniority in a class, the employee with the later date of hire in the District as a probationary employee shall be laid off. If the dates of hire are identical, the determination shall be by lot.

9.6 **Retirement in Lieu of Layoff**

An employee who is eligible for retirement and who has received a notice of layoff may, in lieu of layoff, elect to accept service retirement without loss of reemployment rights as provided in the Education Code Section 88015.

9.7 **"Bumping Rights"**

An employee laid off from his/her position in a class may "bump" into the next lower class in which the employee has greater seniority than the least senior employee in that class. An employee who has exercised "bumping" rights shall be placed on the salary step that the employee would have attained if he/she had remained continuously in the lower class and shall retain all service recognition and professional growth awards and all years of service towards the Service Recognition Award.

9.8 **Layoff Rather Than "Bumping"**

An employee may volunteer to be laid off. An employee who elects to be laid off rather than exercising his/her right to "bump" another employee retains all reemployment rights.

9.9 **Reemployment Rights**

A permanent employee who has been laid off, exercised his or her bumping rights, or has taken a voluntary demotion or reduction in hours in lieu of layoff shall have reemployment rights for a period of thirty nine (39) months from the date of layoff, bumping, voluntary demotion, or reduction in hours. An employee who takes a voluntary demotion or reduction in hours in lieu of layoff shall be granted the same rights for reemployment in his/her former class as persons laid off but shall retain eligibility for reemployment in the former class for an additional twenty-four (24) months. The District shall offer such an employee any available position in a class or classes in which the employee had formally achieved permanency. The order of such offers shall be according to the seniority of all employees laid off in the class. An employee reemployed after layoff shall be fully restored to his/her class as a permanent employee (with all appropriate service credit and level of benefits) and to his/her former placement on the salary schedule, including earned awards. A probationary employee shall be required to serve the remaining months of probation in the new position.

9.10 **Right to Apply for Other Positions**

In addition to the absolute right to any available position in the class from which he/she was laid off or which he/she had formally achieved permanency and for which he/she is qualified by seniority, an employee who has been laid off may apply for any open positions in classes which he/she has not served and shall be granted an interview for such a position if he/she meet the minimum qualifications set forth in the official position description for the classification.

9.11 **Reemployment Rights in Other Positions**

If a former classified employee who has been laid off is reemployed within one (1) calendar year in a position other than one in a class to which he/she has rights to reemployment under Section 9.9, he/she shall be reemployed in probationary status but shall regain date of hire for seniority purposes, earned sick leave, unused personal necessity leave, and former vacation status. Salary placement in the class in which the employee has not previously served shall be at Step A, or, in appropriate cases as determined by the Director of Human Resources, Step B; however, the employee shall retain any Service Recognition Awards and Professional Growth Awards earned as a employee of the District.

9.12 **Notification of Opening**

An employee who has been laid off shall be notified in writing by the Director of Human Resources of any opening for which he/she is eligible under Section 9.10. Such notice shall be sent by certified mail to the last address given to the District by the employee, with a copy to the Union. The mailing of the notice with a copy to the Union shall constitute the entire notification responsibility of the District.

9.13 **Employee Response**

An employee shall notify the District of his/her intent to accept or refuse reemployment within ten (10) days of the mailing of the reemployment notice. If the employee accepts reemployment, he/she must report to work within thirty (30) days following the mailing of the notice. An employee sent a notice of reemployment need not accept reemployment in order to maintain reemployment rights provided the employee notifies the Director of Human Resources within ten (10) days. However, if the employee fails to reply within ten (10) days or refuses three (3) such offers of reemployment, his/her reemployment rights shall terminate.

9.14 **Improper Layoff**

An employee who has been improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for any loss of salary or benefits.

9.15 **Seniority Roster**

Whenever a layoff is anticipated, the Union shall be provided with a copy of the most recent seniority roster for affected employees at least ten (10) work days before a layoff resolution is presented to the Board for action.

9.16 **Effects of Layoff**

Employees who are laid off shall be entitled to the following:

- 9.16.1 Paid benefits for three (3) months for employees and their eligible dependents;
- 9.16.2 Preference for employees whose work year or hours have been reduced in filling temporary jobs that would ordinarily be filled by short-term employees;
- 9.16.3 Reasonable paid released time for the purpose of seeking employment for employees who are subject to termination because of layoff;
- 9.16.4 Payment of accrued vacation hours for employees with fewer than six (6) months of service;
- 9.16.5 Priority registration privileges for employees who have been terminated because of layoff;
- 9.16.6 Eligibility to apply for Educational Assistance funds in accordance with the terms of this *Agreement* during the first six (6) months of layoff. Applications for funds shall be submitted to the Director of Human Resources who shall sign in lieu of the employee's former administrator;
- 9.16.7 Career counseling and job placement assistance for employees who have been terminated because of layoff.

This article expresses the entire understanding between the parties regarding the effects of layoff and each party waives the right to meet and negotiate on the effects of layoff for the life of the *Agreement* except as to those effects that the parties mutually agree to negotiate.

Article 10
Grievance Procedures

10.1 **Purpose**

This grievance procedure is intended to provide a formal method of resolving employee grievances. Since it is the intention of CSEA and the District to encourage the informal resolution of potential grievances at the lowest possible administrative level, this procedure may be used only after the parties have made a conscientious effort to resolve the dispute informally.

10.2 **Definitions**

10.2.1 "*Agreement*" means the contract negotiated between the District and CSEA Chapter 96 pursuant to the Educational Employment Relations Act.

10.2.2 "Grievance" means a written statement by an employee alleging that he or she has been directly wronged by the District's violation, misinterpretation or misapplication of a specific provision of the *Agreement*. "Grievance" also means a written statement by CSEA Chapter 96 alleging that the chapter itself has been directly wronged by the District's violation, misinterpretation or misapplication of a specific provision of the *Agreement*.

10.2.3 To "file" means to deliver, either personally, or by certified mail return receipt requested. A document is "filed" on the day it is received.

10.2.4 "Notice" means a notice of grievance on a form agreed upon by CSEA and the District.

10.2.5 "Working Day" means any day during which the central administrative offices of the District are open for business.

10.3 **Who May File a Grievance**

A grievance may be filed by any of the following individuals so long as they are not alleging a violation, misinterpretation or misapplication of the *Agreement* previously grieved.

10.3.1 Any employee who, at the time of filing, is a member of the bargaining unit; or

10.3.2 An officer of CSEA Chapter 96 who has been authorized to file the grievance on behalf of the Chapter.

10.4 **Representation**

Upon filing of the notice and thereafter, the grievant and the person designated to represent the District, if any, may each be assisted by an advisor who may advise or act for the party he or she represents. However, the grievant shall not be represented by an agent of any employee organization other than CSEA.

10.5 **Filing a Formal Grievance**

10.5.1 A grievance is initiated by the filing of a Notice of Grievance on the prescribed notice form (Appendix C).

10.5.2 The Notice must be filed with the grievant's appropriate administrator, with copies to the Director of Human Resources and CSEA Chapter 96, within twenty (20) working days after the grievant discovered or reasonably could have discovered the circumstances or action giving rise to the grievance regardless of the date of discovery; however, a notice shall not be timely if it is filed more than one year after the circumstance or action giving rise to the grievance.

10.6 **First Level of Review**

10.6.1 Either the appropriate administrator or the grievant may request a conference with the other. At such a conference, the parties may exchange written and oral information about the grievance.

10.6.2 Within ten (10) working days following the receipt of the grievance, the administrator shall render a written decision including the reasons therefore. The appropriate administrator shall send the decision to the grievant with copies to the Director of Human Resources and CSEA Chapter 96.

10.7 **Second Level of Review**

10.7.1 If the grievance is denied, or if the administrator fails to render a timely decision, the grievant may proceed to the second level of review. To do so the grievant must file a request for a second level review within five (5) working days following the date of the decision at the first level or the date on which that decision was due, whichever is earlier. The request must be filed with the second level administrator, with copies to the Director of Human Resources and CSEA Chapter 96.

10.7.2 Upon receipt of a notice, the second level administrator may meet with the grievant and the person designated to represent the District, if any. At the meeting, the second level administrator shall permit the grievant

and the District representative to express their argument regarding the grievance and to submit any relevant information.

10.7.3 Within ten (10) working days following his or her receipt of the notice, the second level administrator shall render a written decision including the reasons therefore. The decision shall be sent to the grievant, with copies to the Director of Human Resources and CSEA Chapter 96.

10.8 Request for Arbitration and Selection of Arbitrator

10.8.1 If the second level administrator denies the grievance or fails to make a timely decision, CSEA Chapter 96, upon the request of the grievant, may refer the grievance to arbitration. Arbitration is initiated by the filing of a written request for arbitration signed by the grievant and an authorized representative of CSEA Chapter 96.

10.8.2 The request for arbitration must be filed with the Director of Human Resources within five (5) working days following the date of the decision of the second level administrator or, in the event the second level administrator fails to make a timely decision, within five (5) working days following the date on which the decision of the second level manager was due under Section 10.7.3.

10.8.3 Within two (2) working days following the filing of a request for arbitration, the Director of Human Resources and a representative of CSEA Chapter 96 shall, in the absence of an agreement between CSEA and the District regarding the designation of an arbitrator or an arbitration agency, petition the State Mediation and Conciliation Service for a list of seven (7) disinterested persons who are experienced in grievance arbitration. Upon receipt of the list of seven (7) names each party shall alternate in striking individual names, and the person remaining after six (6) names have been stricken shall be designated as the arbitrator. The designation of the party that will first strike a name shall be determined by the toss of a coin.

10.8.4 Upon designation of an acceptance by the arbitrator, the Director of Human Resources shall send the arbitrator a copy of the agreement (including a copy of these procedures) and a copy of the notice.

10.8.5 Each party shall bear the cost of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator shall be shared equally by the District and the CSEA Chapter 96.

10.9 Arbitration Hearing

- 10.9.1 The arbitrator, in consultation with the parties, shall establish as early a hearing date as is practical. If the arbitrator fails to establish a hearing date that is within ninety (90) calendar days of his or her designation, either the District or CSEA Chapter 96 may request the selection of a new arbitrator pursuant to Section 10.8.
- 10.9.2 Within the guidelines established by these procedures, the arbitrator shall establish the rules for conduct of the hearing and shall decide all procedural issues presented including matters regarding the admission of evidence.
- 10.9.3 The hearing shall not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. The rules of privilege shall be effective to the extent that they are statutorily recognized in civil proceedings in California, and irrelevant and unduly repetitious evidence shall be excluded.
- 10.9.4 Attendance at the hearings shall be limited to:
- 10.9.4.1 the grievant and the grievant's representative, if any;
 - 10.9.4.2 the District Representative and the District Representative's advisor, if any;
 - 10.9.4.3 the arbitrator;
 - 10.9.4.4 witnesses, but only while giving evidence;
 - 10.9.4.5 an observer designated by CSEA Chapter 96;
 - 10.9.4.6 the Director of Human Resources, or an observer designated by the Director.
- 10.9.5 At the hearing only the participants listed in Sections 10.9.4.1 through 10.9.4.4 may participate. The grievant, the grievant's representative and all necessary witnesses shall be provided released time for the time during which they are needed at the hearing.
- 10.9.6 Notwithstanding any other provision regarding the conduct of the hearing, at the conclusion of the grievant's case, the District Representative may ask the arbitrator to rule against the grievant and terminate the hearing because the grievance is not supported by the

evidence presented. The grievant may argue against this request. If the arbitrator denies the request, the District Representative shall present the District's case. If the request is granted, the arbitrator shall close the hearing and prepare his or her report as provided in Section 10.10, below.

- 10.9.7 The grievant shall demonstrate, by preponderance of the evidence, that he or she was directly wronged by the action or circumstance that gave rise to the grievance.

10.10 **Arbitrator's Decision and Report**

- 10.10.1 Following the conclusion of the hearing, the arbitrator shall prepare his or her report and file it with the Chancellor, the grievant and CSEA Chapter 96 as soon as possible. The report shall consist of the arbitrator's detailed findings of facts, conclusions and recommendations for resolving or terminating the grievance.
- 10.10.2 The report of the arbitrator shall be final and binding except that there shall be no binding arbitration for disciplinary matters under Article 14 of this *Agreement*. The arbitrator's authority shall be limited to interpretation of contract provisions and the arbitrator's award shall not serve to add to, subtract from, or otherwise modify the terms of the contract. The arbitrator's award shall be limited to those measures necessary to remedy the contract violation, if one is found. If the award includes back pay, back pay shall be limited to one year from the date the grievance was filed.

10.11 **Miscellaneous Provisions**

- 10.11.1 The time limits specified in these procedures are maximum limits. Notwithstanding this provision, any time limits specified in these procedures may be extended by agreement of the parties.
- 10.11.2 When two (2) or more grievances involving the same alleged violation, misinterpretation or misapplication of the *Agreement* or presenting a common question of fact and law have been submitted, CSEA Chapter 96 and the District may agree that said grievances be consolidated.
- 10.11.3 A grievance may be withdrawn at any time.
- 10.11.4 CSEA Chapter 96 and the District, may, by mutual agreement, proceed immediately to arbitration on any grievance.
- 10.11.5 All documents, communications and records dealing with the processing of a grievance shall be placed in a separate grievance file, except that

any document or record removed from a personnel file, or any other file, for use in a grievance proceeding shall be returned to the original file.

- 10.11.6 An employee may present a grievance directly and have such grievance adjusted without intervention of CSEA Chapter 96 as long as the adjustment is not inconsistent with the terms of the *Agreement*.

As provided in these procedures, CSEA Chapter 96 shall be provided copies of any grievances filed by employees and any decisions rendered. Notwithstanding any other provision of these procedures, before any final resolution of any employee processed grievance, CSEA Chapter 96 shall be given the opportunity to file a written response to the proposed decision or settlement regarding the grievance.

Any disagreement concerning whether the decision or settlement is inconsistent with the *Agreement* shall be subject to the grievance procedure.

- 10.11.7 Any grievance filed before the date on which these procedures become effective shall be subject to these procedures.

Article 11
Hours and Overtime

11.1 Workweek

The workweek shall normally consist of five (5) consecutive days within any week, eight (8) hours per day or four (4) consecutive days within any week, ten (10) hours per day. Other schedules may be approved if consistent with law and approved by the employee's administrator. These include but are not limited to five (5) consecutive days within any week, nine (9) hours per four (4) days and four (4) hours on the fifth day; or eighty (80) hours worked in nine (9) consecutive days over two (2) weeks. An employee may submit to management a proposed special working schedule at any time. Such special schedules will be reviewed and may be approved by the appropriate administrator if consistent with the needs of the District.

A week shall be defined as a seven (7) day period from 12:01 a.m. Sunday through Saturday midnight. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

11.2 Workday

The workday shall be designated by the District for each position at the time of employment. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. The District may change the time of an employee's assignment including shift changes with appropriate notice. Shift changes will not be used as a form of discipline unless a change is imposed as a sanction via the Disciplinary Action Procedures outlined in Article 14. Changes in shift will be made in accordance with seniority as defined in Article 9. That is, when more than one employee works a shift that is to be changed, the most senior employee will have the option to retain the shift. An employee will not have a shift changed more than once a year and whenever possible shift changes will occur through mutual consent of the employee and the appropriate administrator.

By mutual agreement between the appropriate administrator and the employees assigned to swing and night shifts, these shift assignments may work the swing or day shift during all school recess periods. These temporary reassignments will have no impact on any pay differential received.

Assignments are worked within three (3) shift periods:

- Day Shift: A work day that begins at or after 6 a.m. and ends before 9 p.m.
- Swing Shift: A work day that extends beyond 9 p.m.
- Grave Shift: A work day that extends beyond 5 a.m.

11.3 **Rest Periods**

In accordance with State law, the District allows a rest period of not more than fifteen (15) minutes within each four-hour period of work. Rest periods shall be taken by employees after agreement with the appropriate administrator or supervisor. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee. Rest periods may not be used to shorten the work day or to extend the lunch period.

11.4 **Lunch Periods**

When an employee has been scheduled to work six (6) hours, the employee shall be entitled to an uninterrupted lunch period. The lunch period shall be scheduled at or about mid-point of each work shift. In no instance will the lunch period be shorter than thirty (30) minutes, nor will it be a part of the eight-hour working day, except during the swing and graveyard shifts. Lunch periods may not be used to shorten the work day.

11.5 **Time Report**

Each employee must complete and sign a monthly time report, showing total hours worked, overtime hours worked each day, and the hours and reason for any absence. Failure to complete the time report correctly or to submit it on time may result in pay adjustments on the subsequent payroll.

The appropriate administrator or supervisor is responsible for certifying records on the attendance of the employees under his or her supervision.

11.6 **Overtime**

The District is subject to Education Code Section 88027 which provides for overtime payments to all eligible employees who work over eight (8) hours in one day in a five-day work week, or over ten (10) hours in one (1) day in a four-day work week, or over 40 hours in any work week, or on the sixth and seventh consecutive days of employment.

Any employee who is authorized to work more than twelve (12) hours in any work day will receive compensation or compensatory time at a rate equivalent to two (2) times the normal hourly rate of pay for hours in excess of twelve (12) hours.

11.6.1 Prior approval to work overtime must be provided by the appropriate administrator or supervisor.

Approval will be based upon legitimate scheduling or workload problems which cannot be solved through reassignment or adjustment of work load and will be governed by the availability of budgeted funds.

11.6.2 An employee authorized to work more than forty (40) hours per week will receive compensation or compensatory time at a rate equivalent to one and one-half times the normal hourly rate as determined by current contract pay, except when an employee works on a holiday, in which case the employee will be paid both regular pay and pay at the overtime rate for the hours worked.

11.6.3 When the District has overtime funds and compensatory time available for overtime, an employee who has worked overtime shall have the option of time or cash compensation provided the employee requests the time option within five (5) days of earning the compensation and provided further that the employee does not have more than ninety six (96) hours (twelve (12) days) of accumulated compensatory time.

Employees with ninety six (96) or more hours of accumulated compensatory time, shall receive overtime pay unless the employee and the supervising manager mutually agree to authorize compensatory time instead.

When the District has only overtime funds or compensatory time available, the supervising manager shall determine the method of compensation for overtime worked.

Whenever compensatory time is authorized, it must be used within twelve (12) calendar months following the month in which it was reported on the monthly time report, and, if not, the employee shall receive overtime pay at the rate that was effective for the employee when the overtime was worked. Use of compensatory time must be scheduled in advance and approved by the employee's supervising manager.

11.6.4 For the purposes of determining the number of hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.

11.6.5 Occasionally an employee may be called back for work to accommodate a special need. In such case, travel time to and from home will be counted as time worked. In order to make the disturbance of normal time off worthwhile, the pay for combined work and travel time shall be for a minimum of four (4) hours.

11.6.6 Overtime shall be distributed among qualified employees in order that opportunities to earn extra pay will be equitably shared and in order that overtime work will not become the burden of a small percentage of qualified employees. Unless the appropriate administrator determines that overtime is necessary to meet an emergency, a worker can refuse an overtime assignment.

An overtime roster shall be established and posted for each shop in order of seniority and overtime shall be distributed on a rotating basis beginning with the most senior worker. Overtime shall be assigned to the shop that normally performs the work.

11.6.7 Employees who are assigned additional work beyond their normal duties and who are unable to complete their assignments due to increased workload (as a result of layoff or reorganization) shall not be subject to discipline for refusal to work beyond a forty (40) hour work week except that overtime may be required as described in this article.

11.7 **Standby Time**

Standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this *Agreement*. Employees may be compensated for standby time only if the appropriate administrator or supervisor has in advance, required the employee to be "on call."

11.8 **Consideration of Rest Periods**

An employee who has not had a reasonable period of rest because he or she responded to emergency situations during hours which he or she would not normally be working shall be deemed excused from reporting to work at his or her normal start time. He or she may use accrued compensatory time or unpaid leave for all or part of the following day.

11.9 **Adjustment of Assigned Time**

An employee in the bargaining unit who is required to work an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his or her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

11.10 Reporting of Absence:

11.10.1 Employee Responsibility

An employee is expected to report on time for the work assignment each day. If for any reason it is not possible to report to work, the employee shall inform his or her administrator or supervisor of this fact as soon as possible prior to the start of the scheduled work time but not later than one hour after the start of the shift unless an emergency situation requires more time.

In all other cases, the employee must obtain the approval in advance of any absence unless the necessity for the absence cannot reasonably be anticipated in advance.

An employee who is absent because of illness must keep the appropriate administrator informed as to when he/she expects to return to work. Per Article 8.1 of the *Agreement*, a medical report outlining the nature of the problem and probable date of full recovery may be required.

11.10.2 Abandonment of Position

If an employee is absent for three (3) working days without leave or without having notified his or her appropriate administrator or supervisor, the absence will be an automatic resignation from the District. An employee may request reinstatement from such a resignation. If the District has given the employee written notice of the automatic resignation, any request for reinstatement must be filed with the Director of Human Resources within fifteen (15) days of the notice. Reinstatement may be granted only if the employee makes a satisfactory explanation of the cause for his or her absence and for the failure to notify his or her immediate supervisor. Reinstatement will be determined by the appropriate administrator in consultation with the Director of Human Resources.

11.11 Cellular Phone use after Normal Working Hours

Carrying a cellular phone after normal working hours shall be entirely voluntary. Employees will not be disciplined for failure to respond to a cellular phone call after they have left for the workday unless as noted in Section 11.7 of this Article they have been notified in advance to be "on call".

Article 12
Employee Expenses and Materials

12.1 Except as agreed to by the employee at the time of initial employment in a position, the District shall provide tools, equipment, uniforms, and supplies reasonably necessary for performance of employment duties. An employee may provide tools or equipment belonging to the employee only with prior written approval of the Executive Director, Facilities, Operations and Construction Management or his/her designee. If the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish such equipment or gear or reimburse the employee for the cost of procuring such. The District shall enforce the proper use of such equipment or gear to ensure the safety of employees and others.

12.2 **Cellular Phone**

Employees shall not be held liable for damage or theft of cellular phones so long as workers exercise reasonable care of the District's equipment.

12.3 **Uniform Policy**

Due to the nature of the work performed by unit members, there may be a need for District-provided uniforms:

12.3.1. **Safety Shoes**

All CSEA Chapter 96 employees of the District, with the exception of administrative and clerical employees, shall wear safety shoes. An allowance of \$140 per fiscal year will be provided by the District to assist each employee in obtaining the proper safety shoes. A fund will be established based on the number of CSEA Chapter 96 employees. At the end of the fiscal year any monies remaining shall roll over to the next fiscal year but the maximum fund shall not exceed \$15,000. An additional allowance may be made with the approval of the appropriate administrator for employees who work in heavy use areas.

12.3.2. **Determination of Functional Groups that are to wear District-Provided Uniforms**

Each functional group or shop currently not wearing uniforms shall vote to determine if its respective group or shop will wear uniforms. Should the members of the shop or group vote in favor of the uniforms, then the entire shop will be required to wear uniforms. Should the majority of the functional group or shop vote against uniforms, employees shall not wear uniforms. In the event of a tie vote, the determination shall be made by lot.

For the selection of uniforms, the following shall apply:

- 12.3.2.1 each employee of the unit will receive six (6) pairs of pants, six (6) shirts and one (1) jacket;
- 12.3.2.2 the employee will be responsible for cleaning and maintaining his or her own uniform. The employee is required to wear the clothing provided by the District while working on the assigned job site;
- 12.3.2.3 each full-time employee will receive replacements for worn and/or damaged uniforms as needed, provided that the employee can show proof of damaged or worn uniforms to the satisfaction of the appropriate administrator;
- 12.3.2.4 the color of uniforms will be determined by a vote of the functional group/or shop;
- 12.3.2.5 the employee's name, the shop name, and the District logo shall be printed on each shirt;

12.3.3 Failure to Comply

Employees required to wear safety shoes subject to disciplinary action for failing to wear appropriate safety shoes.

Employees who are required to wear safety shoes and who report to work without the appropriate safety shoes shall be relieved of their duties. Vacation leave or compensatory time earned may be used until the employee obtains the appropriate footwear. If the employee does not have vacation or compensatory time available, he or she will be placed on leave without pay.

12.3.4 Damage to Personal Clothing

Employees who have not been issued District-provided uniforms may request to be reimbursed for clothing damaged while accomplishing District work. If approved, reimbursement shall be at the fair market value.

Article 13
Classification and Reclassification

13.1 Purpose and Principles

The District and CSEA believe it is important to maintain a fair and equitable classification system. Decisions about classification shall be made based on the level of duties and responsibilities assigned to the position by the District. Classification decisions shall not be based on funding source unless required by said funding source or mandated by law or regulation.

Because duties and responsibilities change over time, the parties have agreed to a system to update and to recognize changes that occur. Decisions regarding reclassification shall be based on substantial permanent changes in the level of duties and responsibilities of the position assigned by the District. The following general guidelines shall apply:

- 13.1.1 An increase in the volume of work shall not be the basis for a reclassification.
- 13.1.2 Assignments to higher level duties for temporary projects are compensated by working-out-of-class pay in accordance with Article 5, Section 5.9 and have an agreed-upon beginning and ending date. Such temporary assignments are not subject to this Article.
- 13.1.3 Appropriate administrators or supervisors shall not change duties arbitrarily or capriciously while a reclassification request is pending.
- 13.1.4 Reclassifications should not be used as rewards for superior service.
- 13.1.5 A position that has been reclassified through the reclassification process shall not be submitted for further reclassification for at least two (2) years from the date of the last reclassification request, including a reclassification request under a prior agreement, except in extraordinary circumstances or as a result of a reorganization

13.2 Request for Classification or Reclassification

Requests for classification may be initiated by the appropriate administrator or Director of Human Resources when a new position is created or a vacancy is to be filled at a different classification.

A request for reclassification may be initiated by either:

- (1) the employee in consultation with the appropriate administrator or
- (2) the appropriate administrator.

The reclassification request is based on an anticipated change in duties to be assigned by the appropriate administrator on a permanent basis. To request a reclassification, a completed application shall be submitted to the Classification Specialist. The application shall include:

- 13.2.1 A copy of the current job description;
- 13.2.2 A copy of the job description with the proposed new duties and responsibilities added
- 13.2.3 A completed copy of the Classification Questionnaire with all appropriate signatures;
- 13.2.4 Current and proposed organizational charts showing all positions with current employees and vacancies listed; and
- 13.2.5 Additional supporting documentation.

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

All requests for classification or reclassification shall be submitted on the agreed upon application form (hr.fhda.edu/class_comp/classification.info) and the reason for the request shall be specifically stated. All requests shall be signed by the employee and the appropriate administrator, who shall not change any of the employee's comments. Applications may be obtained from the Classification Specialist. The completed and signed application shall be submitted to the Classification Specialist with a copy to the appropriate administrator and the employee organization.

13.3 Classification Process

The Classification Specialist shall prepare a report and impartial analysis on each request for classification or reclassification. It is also the Classification Specialist's responsibility to determine whether there is currently an appropriate classification within the District, to recommend addition or deletion of duties and to prepare new or amended job descriptions. The report will be completed within thirty (30) working days and sent to all interested parties prior to the meeting provided for in Section 13.4 below.

The Classification Specialist's review will be based upon the following:

- 13.3.1 The completed application and all appended material;
- 13.3.2 An interview with the employee's appropriate administrator and/or supervisor;
- 13.3.3 A field audit;

- 13.3.4 Internal or external audits of other similar or related positions as necessary;
- 13.3.5 Any other relevant information; and
- 13.3.6 An interview with any additional staff who have reason to know about the duties being performed, if necessary.

13.4 **Classification Meeting**

The Classification Specialist shall schedule a meeting to consider the report within ten (10) working days after sending out the report. A representative from Human Resources, the Classification Specialist, the appropriate administrator(s) and supervisor(s) and the employee(s) and his/her representative(s) shall attend. The meeting shall be informal and shall not be conducted like an evidentiary or trial-type hearing, although there may be written statements and documents presented. There shall be a full discussion of the report and of any suggested alternatives. There shall be no witness testimony at the meeting.

If more information is necessary the meeting shall be adjourned and reconvened, if necessary, but in no case shall this step take more than twenty (20) working days.

The Director of Human Resources shall issue a written decision within ten (10) working days after the meeting. Copies of the decision shall be distributed to meeting participants. The decision shall also include instructions regarding the process for appealing the decision.

The time lines in Sections 13.3 and 13.4 may be extended at the request of either party (the employee organization and the District). The party requesting the extension must provide a rationale for the request.

13.5 **Appeal**

The decision may be appealed to the Vice Chancellor of Human Resources and Equal Opportunity. The appeal form must be filed with the Classification Specialist within ten (10) working days of receipt of the decision by the employee. The Vice Chancellor shall review the decision and all written documentation previously submitted. Within thirty (30) working days of receiving an appeal, the Vice Chancellor will render a written decision. Copies of the written decision shall be distributed to the employee organization, the employee, the appropriate administrator and the Classification Specialist.

13.6 **Final Appeal**

The decision of the Vice Chancellor of Human Resources may be appealed to a neutral party, jointly selected by the employee organization and the District. The cost of the neutral party shall be shared on a 50/50 basis. The appeal form must be filed with the Classification Specialist within ten (10) working days of receipt of the decision of the Vice Chancellor of Human Resources. The neutral party shall review the decision and all written documentation previously submitted. Within thirty (30) working days of receiving an appeal, the neutral party will render a final written decision. Copies of the final written decision shall be distributed to the employee organization, the employee, the appropriate administrator and the Classification Specialist.

13.7 **Effective Date of Reclassification Decisions**

Reclassifications shall become effective on the first of the month following the reclassification decision or sixty (60) days after the application submittal date whichever comes first. Individuals reclassified shall be placed in the same step in the new salary range, and the increment date shall remain the same.

13.8 **Classification and Salary Data Review**

CSEA Chapter 96 representatives and the Classification Specialist shall establish classes for salary comparison purposes. These selected classes are usually found in private or public employment in the local labor market area. The purpose of this review is to maintain the integrity of the Classification System by verifying that position descriptions are accurate and up to date.

In determining appropriate salary levels of classes of employment in the District, analyses of two (2) major factors shall be considered to provide the basis for salary recommendations:

- a. The prevailing level of wages for comparable employment in other colleges and private agencies, where appropriate in the particular geographical and recruitment area.
- b. The internal relationship among classes of employment within the District.

Article 14
Disciplinary Action

- 14.1 The Disciplinary Action Procedures for Classified Employees set forth in this article shall be the exclusive means by which permanent classified employees in the bargaining unit may be involuntarily suspended without pay, demoted or dismissed for cause.
- 14.2 Prior to any disciplinary action, imposed or proposed the employee will be advised that he or she may contact CSEA Chapter 96, if he or she wishes to do so.

14.3 **Disciplinary Action**

The provisions of this Article apply to permanent unit member employees.

- a) Except in circumstances calling for immediate imposition of discipline, the District's intent regarding disciplinary actions is to utilize progressive discipline.
- b) The following actions or other appropriate measures may be taken for disciplinary reasons by the District against a permanent employee for the causes as determined by the Board of Trustees:

14.3.1 "Suspension" is temporary removal from the employment of the District for a specified period of time without pay.

14.3.2 "Involuntary Demotion" is placement in a lower classification.

14.3.3 "Dismissal" is termination of employment by the District.

14.4 **Definitions**

Unless the context requires otherwise, the following definitions shall govern the construction of these procedures:

14.4.1 "Chancellor" means the Chancellor of the Foothill-De Anza Community College District or such persons as the Chancellor may designate to act for the Chancellor.

14.4.2 "Disciplinary Action" means any action to suspend, demote or dismiss an employee for cause. Disciplinary action does not include termination during probation.

14.4.3 "District" means the Foothill-De Anza Community College District, its Board of Trustees, or any management employee of the Board who has authority to act on behalf of the District.

- 14.4.4 "Employee" means any classified employee in the bargaining unit.
- 14.4.5 "To file" means to deliver either personally or by certified mail, return receipt requested. A document is "filed" on the day it is received.
- 14.4.6 "Hearing record" or "record" means all of the documents and materials that are a part of the disciplinary action proceeding, including, but not limited to: the Notice of Discipline; the employee's response to the Notice, if any; all of the evidence introduced at the hearing; the tape recording of the hearing; and the transcript of the hearing, if any.
- 14.4.7 "Notice" means Notice of Discipline.
- 14.4.8 "Skelly Officer" means a management employee, not a party to the disciplinary action, designated by the Chancellor to receive and evaluate an employee's response to the Notice, if any, prior to the effective date of the discipline.
- 14.4.9 "Shall" is mandatory; "may" is permissive.
- 14.4.10 "Working day" means any day during which the central administrative offices of the District are open for business.

14.5 Cause

Any employee in the bargaining unit may be suspended, demoted or dismissed for any of the following causes:

- 14.5.1 Incompetence;
- 14.5.2 Failure or refusal to perform the normal and reasonable duties of the position;
- 14.5.3 Insubordination;
- 14.5.4 Willful damage of District property or waste of District property;
- 14.5.5 Use of District time, facilities, equipment or supplies for private gain or advantage;
- 14.5.6 Dishonesty;
- 14.5.7 Duplication of any key to a District facility without proper authorization;
- 14.5.8 Participation in any activity or enterprise, or acceptance of any employment that is clearly inconsistent, incompatible, in conflict with the duties of the position;

- 14.5.9 Conviction of a misdemeanor involving moral turpitude or conviction of a felony;
- 14.5.10 Discourteous treatment of, or abusive conduct towards, students, the public or other employees;
- 14.5.11 Possession of alcoholic beverages while on duty and/or intoxication while on duty;
- 14.5.12 Possession on District premises of any narcotic, restricted dangerous drug or other substance regulated by the California Uniform Controlled Substances Act unless such possession is under a valid written prescription;
- 14.5.13 Excessive absenteeism or tardiness;
- 14.5.14 Carelessness or negligence in performance of duties, including sleeping while on duty;
- 14.5.15 Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- 14.5.16 For employees who drive a vehicle in the regular course of their employment:
 - 14.5.16.1 Failure to possess or maintain a current valid driver's license;
 - 14.5.16.2 Failure to report the suspension of a driver's license resulting in an inability to drive a District vehicle;
 - 14.5.16.3 Failure to maintain a good driving record while operating District vehicles;
 - 14.5.16.4 Failure to adhere to good driving practices which result in the damage to persons or property
 - 14.5.16.5 Sexual harassment of other employees or students;

14.6 **Progressive Discipline:**

Except as provided in Section 14.3, the appropriate administrator shall give a reasonable period of advance warning to permit the employee to correct the deficiency without incurring disciplinary action.

In handling disciplinary matters, it is intended that progressive steps be utilized unless the incident gives rise to the discipline is of such a nature that more severe action is appropriate. Progressive discipline may be as follows:

14.6.1 Warnings: Except in those situations where an immediate reprimand or suspension is justified under the provisions of the *Agreement*, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervising manager. Such warnings shall state the reasons underlying any intention the managing supervisor may have of recommending any disciplinary action and a copy of the warning shall be sent to the union representative.

14.6.2 Written Reprimand

14.6.3 Suspension

14.6.4 Involuntary Demotion

14.6.5 Dismissal

14.7 The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District files the notice of disciplinary action.

14.8 **Dismissal and Non-immediate Suspensions**

An employee who is to have disciplinary action taken against him/her shall be informed in writing of the following:

14.8.1 **Notice of Intended Discipline**

14.8.1.1 The Chancellor or designee may initiate disciplinary action against an employee by serving the employee with a Notice of Intended Discipline. The Notice shall be in writing and it shall set forth a statement of the cause for discipline, the events or transactions upon which the cause is based, the nature of the discipline to be imposed and its effective date, and a statement of the employee's right to appeal the action.

14.8.1.2 The Notice shall name a Skelly Officer for the purposes of Section 14.8.3. The notice shall also specify a date for the Skelly conference or written response referred to in Section 14.8.3.

14.8.1.3 A copy of these procedures shall be attached to the Notice.

14.8.2 **Statement of Charges**

A statement of the specific charges against the employee shall be written in ordinary and concise language describing the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. No charge, however, shall be made for a cause which occurred prior to the employee's becoming permanent nor more than two (2) years from the filing of this statement of charges, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

A copy shall be sent to the Union simultaneously; however, inadvertent failure to comply with this requirement shall not constitute reason to affect ultimate disciplinary action, if any. The statement shall also include the disciplinary action being recommended.

14.8.3 **Service of Notice--Response and Review Period--Effective Date of Discipline**

14.8.3.1 The Notice of Intended Discipline shall be served upon the employee either in person or by certified mail at least seven (7) working days prior to the effective date of the sanction. A copy of the Notice shall be sent to CSEA Chapter 96.

14.8.3.2 At any time prior to the effective date of the discipline, the employee or his or her representative may examine the material upon which the discipline is based.

14.8.3.3 The employee may request a Skelly-conference before the Skelly Officer prior to any disciplinary action being taken. In the alternative, the employee may respond in writing. Any writing must be submitted to the Skelly Officer named in the Notice of Intended Discipline by the date specified in the Notice.

14.8.3.4 If, after receiving and evaluating the employee's response the Skelly Officer believes modifications to the Notice are necessary, he or she shall make any recommendations to the Chancellor that are appropriate.

14.9 **Notice of Discipline**

14.9.1 After receiving the recommendations of the Skelly Officer, the Chancellor shall serve the employee with the Notice of Discipline. The Notice will include any modifications to the Notice of Intended Discipline.

14.9.2 The employee may request a hearing in writing within seven (7) working days after service of the statement of charges. A card shall be provided to the employee with the statement of charges, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within seven (7) working days of service of the Notice of Discipline shall be a waiver of a right to the hearing.

14.10 **Formal Hearing-Recommended Suspension Demotions or Dismissal**

14.10.1 The employee has the right to a hearing on the charges. If the employee elects a formal hearing, the Board shall designate a Hearing Officer as its authorized representative to hear the case. Selection of the Hearing Officer, by the Board of Trustees, shall be from a panel provided by the California State Mediation And Conciliation Service (CSMCS). The employee's request for a hearing must be in writing, mailed or delivered to the Chancellor no later than seven (7) working days after the date on which the District's notice of intent is served on the employee and that the employee has the right to representation at such hearing. Failure to request a hearing within the seven (7) days shall be deemed to be a waiver of the right to the hearing.

The hearing shall be held within a reasonable period of time but not less than thirty (30) calendar days after the filing of a request for hearing.

14.10.2 **Access to Material**

14.10.2.1 The employee, or the employee's representative, may inspect any documents in the possession of the District which may be used to support the charges and/or are part of the employee's personnel file. The employee or the employee's representative may also interview other employees of the District who have knowledge of the acts or omissions upon which the disciplinary action was based.

14.10.2.2 Not later than the commencement of the presentation of evidence at the hearing, the employee and the Disciplinary Officer shall exchange the names of the witnesses they reasonably expect to call.

- 14.10.3 The employee may be represented at the hearing by a representative of his or her choice. If the representative or any witnesses required are employees of the District, they shall be released from duty to testify or represent with no loss of pay or benefits.
- 14.10.4 The District shall arrange for the making of an audiotape of the hearing. Following the completion of the hearing, the employee may purchase a copy of the tape at cost.
- 14.10.5 The employee, the Hearing Officer or both may have a court reporter present to record the hearing; provided, however that if the court reporter's notes are transcribed the other party may purchase a copy of the transcript at cost.

14.11 **Confidentiality**

The evidence, proceedings, and conduct of the hearing shall remain confidential and shall not be made public by the District, by any of the participants at the hearing or by any person attending the hearing, except as any of the foregoing may be filed in court or introduced as evidence in an administrative or court proceeding brought to review an action taken pursuant to these procedures. In the event such matters do become public, however, such public statements as are appropriate may be made.

This policy of confidentiality shall not preclude discussion of the case with others as necessary to prepare for the hearing, nor shall it preclude the District from taking any action following appropriate procedures against any person or entity on the basis of evidence developed at the hearing.

14.12 **Results of the Formal Hearing**

The Board will make a final decision at a board meeting following receipt of the Hearing officer recommendation. The employee and CSEA will be advised immediately of that decision in writing.

14.13 **Immediate Suspension**

An employee may be immediately suspended with pay under circumstances in which retention of the employee in the job would potentially cause harm to students, employees, public property or any other persons, and where the protection of lives becomes a factor.

- 14.13.1 Upon the imposition of the immediate suspension, the employee shall be given verbal notification to go home or to stay home. CSEA will be informed of the notification to the employee. The verbal notification shall be followed by an immediate written notice as stated in Section 14.8 of this Article.
- 14.13.2 Such suspension shall be with pay until the employee has been given the opportunity to meet with the Chancellor or his/her designee, who shall explain the reasons for the suspension. At such meeting, the employee may state, orally or in writing, his/her side of the matter. If the employee's statement is in writing, the District shall enter such statement in to the employee's personnel file, along with the District's notice of suspension and accompanying reasons therefore. Thereafter, whether or not the employee's emergency suspension continues, and whether or not, if it continues, it shall be with pay or without pay, shall be decided by the Chancellor or his/her designee.
- 14.13.3 In addition to any other remedy or sanction provided for herein, the Chancellor may, under circumstances that render it lawful, notify any employee who has willfully disrupted the orderly operation of the District or any of its facilities that the employee may not remain on any campus or other facility of the District. In such event the Chancellor shall adhere to the requirements of, and the employee shall be accorded the rights prescribed in, Penal Code Section 626.4.

14.14 Administrative Leave

- 14.14.1 Notwithstanding any other provision of this article, an employee may be immediately placed on paid administrative leave pending investigation of incidents and/or pending a hearing for any cause listed in this article.
- 14.14.2 If the incidents giving rise to the administrative leave are not documented in writing, in the employee's personnel file, including the fact that the employee was placed on such leave, neither the incidents nor the fact of such leave may be later used in any disciplinary action against the employee.
- 14.14.3 The employee shall be supplied with a copy of any such written documentation prior to its placement in his/her personnel file and has the right to respond to the contents of the documentation within ten (10) working days. Any such response shall be attached to and made a permanent part of the documentation.

Article 15
Change in Employment Status Because of Disability

- 15.1 No employee who is a member of the Public Employees Retirement System and who is credited with at least five (5) years of service, may be terminated pursuant to this article unless he or she waives the right to retire for disability. Pursuant to Government Code Section 21023, if the employee does not waive his or her right to retire for disability and the District believes the employee to be disabled, either the employee or the District on behalf of the employee shall apply to PERS for disability retirement.
- 15.2 A permanent employee who is unable to perform the essential functions of his or her job because of a mental or physical impairment may be terminated by the District if:
- a. Section 15.1 does not operate to prevent termination;
 - b. Prior to initiating any proceedings to terminate the employee the District first requests a medical exam as provided in Section 15.3, or the employee submits a medical report as provided in Section 15.4; and
 - c. The employee is afforded the notice and hearing rights specified in the disciplinary action procedures set forth in Appendix C of this Agreement, but all records related to the action shall indicate that the matter is not disciplinary in nature.
- 15.3 Any employee may be required to submit to medical examination by a physician or physicians designated by the District to evaluate whether or not the employee is able to perform the essential functions of his or her position. Fees for such an examination shall be paid by the District.
- The examining physician shall make a written report of the examination to the District. A copy of the report shall be provided to the employee.
- The employee may submit medical records or other pertinent information to the examining physician or to the District.
- Failure or refusal of the employee to submit to any medical examination required by the District shall constitute a failure or refusal to perform the normal and reasonable duties of the position. In such event, the absence of an examination shall not prevent the District from submitting an application for disability retirement for the employee or from commencing disciplinary action pursuant to Article 14.
- 15.4 In lieu of or in addition to a medical examination as provided in Section 15.3, the District may rely upon a medical report from the employee's physician.

Article 16
Health & Welfare Benefits

16.1 The District shall provide benefits to each qualified classified employee as specified in this article. Copies of all qualified benefit programs including the specific coverage each program provides shall be available through the Office of Human Resources. A "qualified classified employee" is one who:

16.1.1 Is a permanent or probationary classified employee; and

16.1.2 Is employed at least half-time; and

16.1.3 Has been in paid status during the month preceding the month covered by the benefits.

A classified employee shall be deemed to be in paid status during any recess if the employee is scheduled to return to paid status at the end of the recess.

A dependent shall be defined as the employee's spouse or domestic partner, and any child who is claimed as an allowable dependent on the employee's Federal Income tax return.

An employee who resigns or is terminated shall cease to be a qualified employee at the end of the calendar month during which his or her resignation/termination becomes effective.

16.2 A disabled classified employee receiving long-term disability payments under Section 16.8 shall, following the exhaustion of all sick leave and extended sick leave, remain a qualified classified employee for the purpose of receiving health benefits for two (2) years, provided the employee has been employed by the District for at least five (5) years.

16.3 **Medical Benefits**

The District shall provide each qualified classified employee and his or her eligible dependents with the option of enrolling in one of the following plans:

- Kaiser Foundation Health Plan - a Health Maintenance Organization (HMO); or
- The District Combined Coverage Medical Plan - a Preferred Provider Organization (PPO +); or
- The District Network Only Medical Plan - a Preferred Provider Organization (PPO)

The District shall provide benefits for qualified classified employees and their eligible dependents, subject to the following:

16.3.1 The District Combined Coverage Medical Plan (PPO +)

The PPO+ plan allows access to both Network and out-of-Network (non-PPO) providers. The Plan is fully paid by the District for the employee only. Employees who enroll dependents in this plan share the cost of the plan as follows:

Employee plus one and employee plus family pay the difference in the premium cost between the District Network Only plan (PPO) and the District Combined Coverage Plan (PPO +)

All individuals in the plan are subject to the following:

- a. An office visit co-payment of \$20 per visit.
- b. An emergency room co-pay of \$50 if not admitted to the hospital.
- c. A lifetime limit for any employee or dependent of \$2,000,000 per insured
- d. Services acquired from a non-PPO provider that were available from a PPO provider within 30 miles of the insured's primary residence shall be paid at 80% of the usual and customary rates (UCR) for the first \$10,000 of such medical services annually. Thereafter, the Plan shall pay 100% of the UCR charges consistent with other requirements.
- e. No benefits will be paid for a pre-existing condition unless:
 1. at least three (3) consecutive months have elapsed on or after the effective date of insurance during which the insured or insured dependent has incurred no expenses and received no medical treatment or advice or taken any medication in connection with the pre-existing condition; or
 2. at least twelve (12) consecutive months have elapsed during which the insured or insured dependent has been continuously insured for this benefit; or
 3. with respect to the insured only, at least six (6) consecutive months have elapsed during which the insured has been continuously insured for these benefits actively at work.

16.3.2 The District Network Only Medical Plan (PPO)

The PPO Plan allows access to only Network providers. The Plan is fully paid by the District for employees and their dependents. The Plan includes the following:

- a. An office visit co-payment of \$20 per visit.
- b. Deductibles – the plan has a \$150 annual deductible for each covered individual with a maximum \$400 deductible per family.
- c. An emergency room co-pay of \$50 if not admitted to the hospital.
- d. A Hospitalization co-pay of \$50.
- e. A lifetime limit for any employee or dependent of \$2,000,000 per insured
- f. When there is no Network Provider in a thirty (30) mile radius and the out-of-network care is pre-authorized by the plan or when there is no Network Provider who offers the prescribed care and the care is preauthorized by the plan the plan will pay 100% of the Usual and Customary Rate (UCR)
- g. No benefits will be paid for a pre-existing condition unless:
 1. at least three (3) consecutive months have elapsed on or after the effective date of insurance during which the insured or insured dependent has incurred no expenses and received no medical treatment or advice or taken any medication in connection with the pre-existing condition; or
 2. at least twelve (12) consecutive months have elapsed during which the insured or insured dependent has been continuously insured for this benefit; or
 3. with respect to the insured only, at least six (6) consecutive months have elapsed during which the insured has been continuously insured for these benefits actively at work.

16.3.3 The Kaiser Foundation Health Plan

The Plan is fully paid by the District for employees and dependents. The Plan includes the following:

- a. An office visit co-pay of \$10 per visit.
- b. An emergency room co-payment of \$50 if not admitted to the hospital.
- c. A prescription drug co-payment of \$5 for generic and \$10 for brand prescriptions

16.3.4 The District Self-Funded Prescription Drug Plan

The District PPO+ and PPO plans include coverage for prescription drugs which includes the following:

- a. A \$5 co-pay for generic prescriptions and \$15 co-pay for brand prescriptions for employees and their eligible dependents.
- b. A \$10 co-pay for generic and \$30 co-pay for brand prescriptions received through Mail Order (ninety (90) day supply) for employees and their eligible dependents. A \$500 annual cap per individual on Mail Order co-pays.
- c. Mail order is required after three (3) fills of a prescription.

16.4 Dental Benefits

The District shall provide dental care benefits for each qualified employee and his or her eligible dependents.

16.5 Vision Care Benefits

The District shall provide vision care benefits for each eligible employee and his or her eligible dependents.

16.6 Life Insurance

The District shall provide a \$50,000 level-term life insurance benefit for each qualified employee and \$5,000, for each eligible dependent.

16.7 Employee Assistance Program

The District shall provide an employee assistance program for each qualified classified employee and his or her eligible dependents.

16.8 Long-term Disability Benefits

The District shall provide each qualified classified employee with long-term disability insurance as follows:

- 16.8.1 The insurance shall provide a disability payment equal to 66-2/3% of the employee's "basic monthly earnings" on the date he or she was disabled to a maximum payment of \$6,000 per month. "Basic monthly earnings" means 1/12th of the employee's annual contract salary.
- 16.8.2 The disability payment under the long-term disability shall begin after all accumulated sick leave and extended sick leave under Article 8 has been used.
- 16.8.3 For employees with five (5) years or more of STRS service and two (2) or more eligible children on the date of disability the benefit shall be payable for one year from the date of disability for both accident and illness provided that the employee is sixty-nine (69) years of age or younger on the date of disability. If the period of disability extends beyond one year, the employee shall receive disability allowance payment from STRS.
- 16.8.4 For all employees not included under Section 16.9.3, the disability payments shall be payable for ten (10) years from the date of disability for both accident and illness provided that the employee is fifty-five (55) years of age or younger on the date of disability. If the employee is older than fifty-five (55) years on the date of disability, the maximum disability payment period shall be the same as that provided in the maximum disability payment schedule set forth in the District's income protection insurance plan.

16.9 Benefits During Unpaid Leave of Absence

A classified employee on unpaid leave of absence who is not qualified for paid benefits under Section 16.1 or 16.2 may continue to receive benefits by reimbursing the District in advance for the full premium or its equivalent. The cost of reimbursement for such benefits shall be determined as follows:

- 16.9.1 For ten-month classified employees, 1/10 of the full annual premium or its equivalent for each month during which the employee is not qualified.
- 16.9.2 For eleven-month classified employees, 1/11 of the full annual premium or its equivalent for each month during which the employee is not qualified.
- 16.9.3 For twelve-month classified employees, 1/12 of the full annual premium or its equivalent for each month during which the employee is not qualified.

16.9.4 For academic-day (176 days) classified employees, 1/176 of the full annual premium or its equivalent for each day during any month during which the employee is not qualified.

16.10 **Flexible Spending Account**

The District shall offer to employees the option to fund contributions to medical benefit costs through the use of an IRC 125 plan.

16.11 **Insurance Carriers and Benefit Administrators**

The District shall maintain contracts with current insurance carriers and administrators of benefit plans. Any change of carrier or administrator or level of coverage will be made only after consultation and mutual agreement between the parties to this Agreement.

16.12 **Domestic Partners**

Domestic Partner Benefits are available to the bona fide domestic partner aged over 18 of an unmarried District employee. Such benefits are available only to domestic partners who are not legally allowed to marry in the state in which they reside.

These benefits consist of medical, prescription drug, dental, and vision. Domestic Partner Benefits do not include, Life Insurance, Disability Insurance and certain other benefits available to spouses. Benefits will not be provided for dependents of the non-employee domestic partner.

Additional information regarding eligibility criteria may be obtained by contacting the Benefits Office.

Both the employee and the domestic partner must attest to certain facts by completing and signing the Affidavit, which includes an Affidavit of mutual responsibility. This Affidavit may have potential legal implications under California law, which has recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. If you have questions regarding the potential legal effects of signing the Domestic Partnership Affidavit, you should consult an attorney.

Domestic partner benefits are most likely taxable income unless the domestic partner is deemed to be a dependent under Internal Revenue Code section 152. Further, a domestic partner most likely does not have many federal rights involving benefits that spouses possess under ERISA, COBRA and the IRC. Again, an attorney should be consulted if you have any questions.

The District may, at its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions contained in the Affidavit.

The Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

An "Eligibility Criteria for Domestic Partner Benefits" and the "Affidavit for Enrollment of Domestic Partners" are contained in the Appendix E.

16.13 Health Benefits for Retirees

Each retired employee hired before July 1, 1997 who qualifies under this section, and his or her eligible dependents including a qualified domestic partners, shall receive medical insurance benefits, prescription drug benefits, vision care benefits, and dental benefits as provided in this section.

16.13.1 A qualified employee is one:

- 16.13.1.1 who is age fifty-five (55) or older, who has retired from service from the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement from either of said retirement systems), and who has rendered service to the District as a permanent or probationary employee with a normal work week of at least twenty (20) hours for ten (10) or more years immediately preceding his or her retirement; or
- 16.13.1.2 who has received a disability retirement from the State Teachers Retirement System or the Public Employees Retirement System and who has rendered service to the District as a permanent or probationary employee with a normal work week of at least twenty (20) hours for ten (10) or more years immediately preceding his or her retirement; and.
- 16.13.1.3 who was hired before July 1, 1997 and has rendered service to the District as a permanent or probationary employee with a normal work-week of at least twenty (20) hours for twenty (20) or more years immediately preceding her or his resignation. If the employee qualifies under this subsection benefits shall be provided to the employee and her/his spouse only. Under this section a qualified employee retains this right as long as he/she remains an employee of

the District regardless of which unit the employee is in at the time of separation.

No absence from the service of the District under a leave of absence shall constitute a break in the continuity of service required by this section. Nor shall any absence from service for thirty nine (39) months or less because of layoff constitute a break in the continuity of service required by this section. However, time spent on a leave of absence or in layoff status shall not count towards the service requirement prescribed by this section.

16.13.2 The benefits provided to eligible dependents pursuant to this section shall cease upon the death of the retired classified employee. However, a surviving spouse may continue to receive benefits under this section by reimbursing the District quarterly, in advance, for the full premium for all the benefits provided.

16.13.3 If employees are given any options regarding health benefit plans (for example, the choice between Kaiser Foundation Health Plan, the District Combined Coverage Medical Plan (PPO +) or the District Network Only Plan (PPO) the benefits provided under this section shall be in accordance with the plan or plans under which the retired employee was receiving benefits at the time of retirement unless changed during a scheduled open enrollment period. This section shall not be construed as prohibiting any change in benefits or benefit plans as specified in Section 16.13.7.

16.13.4 Each retired employee and every eligible dependent shall upon obtaining eligibility for Medicare, receive benefits under this section in a manner that augments the benefits that the employee or dependent could receive from Medicare even though the retired employee or his or her eligible dependents fail to claim rights to Medicare benefits. It shall be the sole responsibility of the retired employee or his or her eligible dependents to apply for and satisfy the requirements of Medicare; provided, however, that the District shall reimburse the retired employee and his or her eligible dependents for the cost of Standard Medicare Part B premium if adequate proof of payment is submitted to the Office of Human Resources at least once each calendar year and at any time that the amount of the premium is changed by Medicare.

This section shall not apply to retired employees or their eligible dependents whose social security status does not qualify them for Medicare benefits.

16.13.5 If a retired employee, or his or her eligible dependents, receive benefits under any other health benefits plan, the benefits provided under the

District plan shall be reduced to the difference between the benefits provided or paid or payable by the other plan and the maximum benefits provided under this section.

16.13.6 To obtain the benefits provided under this section an employee shall file an application for the benefits with the Office of Human Resources and shall complete all necessary enrollment forms prior to the last date of his or her employment with the District.

16.13.7 The benefits provided under this section shall remain subject to modification, revision, or termination by any future agreement negotiated between the Board and the exclusive representative for Unit A.

16.13.8 Employees hired after July 1, 1997 shall not be eligible for District paid medical benefits upon retirement or after completing 20 years of service. Unit members employed after July 1, 1997 shall receive a medical benefits bridge program to cover the cost of medical benefits in the period of time between retirement and eligibility for Medicare coverage. Once eligible for Medicare coverage, the District's obligation for Medicare and/or medical benefits contributions shall cease.

16.13.8.1 A qualified employee is one:

1. who is age fifty-five (55) or older;
2. who has rendered service to the District as a permanent or probationary employee with a normal work week of at least twenty (20) hours for fifteen (15) or more years immediately preceding his or her retirement.

16.13.8.2 The District agrees to contribute towards the payment of the employee's health benefit premium a maximum of either 2.8% or 5.6% of Range 73, Step G of the salary schedule as follows:

1. Should the retiree have no spouse or qualified domestic partner at the time of retirement, the maximum amount of the benefit to be paid will be 2.8% of Range 73, Step G of the salary schedule.
2. Should a retiree's spouse or domestic partner possess medical benefit insurance in his/her own right as a primary insured, the maximum amount of the benefit to be paid will be 2.8% of Range 73, Step G of the salary schedule.

3. If the retiree is married or has a qualified domestic partner as of the date of retirement, and the spouse or domestic partner has no medical benefits coverage as a primary insured, the retiree will receive up to a maximum of 5.6% of Range 73, Step G of the salary schedule for the payment of medical insurance premiums for him/her self and his/her spouse/domestic partner, until eligible for Medicare coverage.
4. In the event that the employee qualifies for the benefit, that employees' surviving spouse shall be eligible for the benefit under the conditions set forth above.

All current District employees are required to provide information for Medicare verifying Medicare eligibility and to update that information as appropriate.

Article 17
Management Rights

17.1 **Rights**

It is understood and agreed that the District has all the customary and usual rights, powers, functions, and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to this *Agreement* are retained except as they are specifically abridged or modified by this agreement or by any supplement to this agreement arrived at through the process of collective bargaining.

Article 18
Contracting Out of Work

- 18.1 During the life of this *Agreement* the District shall not retain the services of outside contractors to do work usually performed by employees in the unit except as required by law, or as permitted by this article.
- 18.2 This article shall not apply to projects for which the total cost of labor by employees in the unit would exceed \$15,000 or the total number of hours would exceed seven hundred fifty (750) hours, nor shall it apply to projects that are certified by the Chancellor as being necessary to meet an emergency or the program or safety needs of the District.
- 18.3 If management determines a project to which this article applies cannot be done economically, efficiently, and within the required timelines by members of the bargaining unit, it may be contracted out. The Union will be apprised of such projects and the justification prior to issuance of the contract. If the work can economically and efficiently be done on an overtime basis by members of the bargaining unit in appropriate classifications, it shall first be offered to employees who have expressed interest in overtime work. If the offer of overtime work is rejected, the work may then be contracted out.
- 18.4 If a member of the bargaining unit is required to correct a deficiency or an error of a contractor for which the contractor is legally responsible, or must participate in unplanned clean-up contractually the responsibility of the contractor, the member will be authorized "working with contractor pay," which will be an additional half of his/her straight time rate for the hours worked on such tasks. Working with contractor pay shall also be authorized when approved by the Executive Director, Facilities, Operations and Construction Management or Director, College Services because an employee in the unit is required to work on a project jointly with an outside contractor in the same trade.
- 18.5 Normally all major remodel and construction projects will be offered to the in-house trades on an overtime basis first prior to going out to bid.
- 18.6 Employment of substitute and/or short-term employees employed to perform a service for the District shall not result in the displacement of classified personnel.
- 18.7 From the money saved by contracting for services, \$5,000 per year shall be committed to a training fund for unit members.

Article 19
No Discrimination

The District will not discriminate illegally against any employee because of race, religion, creed, national origin, sex, age, marital status, sexual orientation or physical or mental disability. The District will not discriminate against any employee for participation in protected Union activities.

This article shall not be subject to the grievance procedure.

Article 20
Organizational Security

20.1 Check off

CSEA shall have the sole and exclusive right to have membership dues, initiation fees, and service fees deducted by the District for employees in the bargaining unit.

20.2 Dues Deduction

20.2.1 The District shall deduct in accordance with the CSEA Dues and Service Fee Schedule, dues from the wages of all employees who are members of CSEA on the effective date of this agreement, and who have submitted dues authorization forms to the District.

20.2.2 The District shall deduct in accordance with the CSEA Dues and Service Fee Schedule, initiation fees and dues from the wages of all employees who, after the effective date of this *Agreement*, become members of CSEA and submit to the District a dues authorization form.

20.2.3 The District shall immediately notify CSEA Chapter 96 if any member revokes a dues authorization.

20.3 Service Fee

20.3.1 CSEA and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this agreement by CSEA and for the representation of employees in the bargaining unit by CSEA.

20.3.2 Every employee in the bargaining unit who is not a member of CSEA on the effective date of this agreement, and every employee who comes into the bargaining unit thereafter, shall, within thirty (30) days of the effective date of this agreement or within thirty (30) days of his or her employment, whichever is later, either apply for membership and execute an authorization for dues deduction on a form provided by CSEA or alternatively, execute a payroll deduction form authorizing the District to deduct from the employee's wages the amount specified in the CSEA Dues and Service Fee Schedule. Service fees shall not exceed the cost of membership fees.

- 20.3.3 Notwithstanding any other provision of this article, any employee:
- 20.3.3.1 who has a sincere philosophical objection to contributing funds for employee representation and who has not in the past paid dues or service fees to any employee organization for the purpose of being represented in relations with his or her employer; or
 - 20.3.3.2 who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, may file an "Objection to Payment of Fees" under Subsection 20.3.4.
- 20.3.4 An "Objection to Payment of Fees" shall be filed with CSEA and the Director of Human Resources in writing and shall include:
- 20.3.4.1 for employees who qualify under Subsection 20.3.3.1, a statement of the nature of the employee's objection and certification that the employee has not in the past paid dues or service fees to any employee organization for the purpose of being represented in relations with his or her employers; or
 - 20.3.4.2 for employees who qualify under Subsection 20.3.3.2, a statement signed by the employee identifying his or her religious affiliation and explaining the tenet or teaching under which the objection is made.
- 20.3.5 In lieu of dues or service fees, any employee who qualifies under Subsection 20.3.3 may:
- 20.3.5.1 if he or she filed an "Objection to Payment of Fees" under Subsection 20.3.4.1, pay monthly amounts equal to the service fee to the CSEA Scholarship Fund, or
 - 20.3.5.2 if he or she filed an "Objection to Payment of Fees" under Subsection 20.3.4.2, pay monthly amounts equal to one of the following: CSEA Scholarship Fund, The Foothill-De Anza Colleges Foundation, any scholarship fund administered by the District, or a tax-exempt charitable organization for which payroll deductions may be made.

If an unusual circumstance causes an employee to make contributions under this section by a means other than payroll deduction, the employee shall annually, between June 1 and June 15, submit to CSEA and to the Director of Human Resources proof of such payment. If no "Objection

to Payment of Fees" or payroll deduction form is filed by the employee within 30 days of his or her employment, the service fee shall automatically become due.

- 20.3.6 The District shall immediately notify CSEA Chapter 96 if any employee who is not a member of CSEA revokes a payroll deduction for service fees or otherwise fails to comply with Section 20.3.

20.4 **Enforcement**

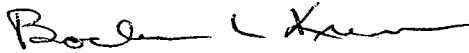
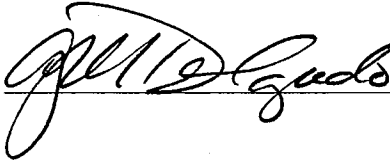
- 20.4.1 Upon receipt of a properly executed payroll deduction form pursuant to either Section 20.2 or 20.3, the District shall deduct from each salary warrant due the employee in the bargaining unit, an amount determined by the current CSEA Chapter 96, Dues or Service Fee Schedule; provided that such schedule is received by the District on or before the 10th day of the month for which the deduction has been made, the District shall promptly remit the entire amount to CSEA less the actual cost, if any, of making the deduction. The District shall have no other obligation with respect to the amount deducted pursuant to this article, whether expressed or implied.
- 20.4.2 Upon receipt of notice from the District pursuant to either Section 20.2.3 or 20.3.3 that an employee has failed to comply with the requirements of this article, CSEA shall notify each employee involved that, if he or she does not continue to authorize payroll deductions for dues, service fees or scholarship contributions, he or she will be dismissed or suspended from employment with the District. Such notice shall be sent to the employee with a copy to the Director of Human Resources.
- 20.4.3 If any employee who has been sent the notice prescribed in Section 20.4.2 does not authorize the deduction of either dues, service fees or scholarship contributions within thirty (30) days from the date of the notice from CSEA Chapter 96 may send a written request to the Director of Human Resources, with a copy to the employee, that the employee be dismissed or suspended. Upon receipt of such notice, the District shall commence disciplinary action either to dismiss or suspend the employee for cause as requested by CSEA Chapter 96.

Article 21
Duration

21.1 This agreement shall become effective on January 1, 2007 and shall continue in effect through December 31, 2009 provided, however, that either party may reopen negotiations on Article 5 (Pay and Allowances), Article 16 (Health and Welfare Benefits), Appendix A (Salaries), and on two (2) other articles of choice by serving the other party a written request to reopen negotiations before September 15 of each year of this *Agreement*.

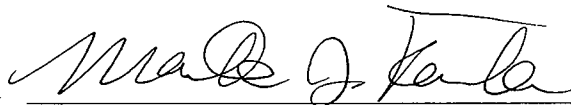
California School Employees Association and Its Chapter 96

By

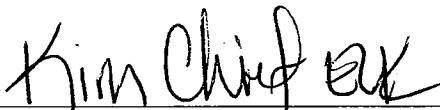


Board of Trustees of the Foothill-De Anza Community College District

By



Martha J. Kanter
Chancellor



Kim Chief Elk, Chief Negotiator
Director, Human Resources

Appendix A

Salaries

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
CSEA UNIT 1
SALARY SCHEDULE 2007-2008

SCHED.	RANGE	EFF DATE	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
L	4	7/1/07	A	\$1,725.62	B	\$1,802.67	C	\$1,864.77	D	\$1,926.85	E	\$2,012.49	F	\$2,114.28	G	\$2,219.98
L	5	7/1/07	A	\$1,757.70	B	\$1,826.23	C	\$1,901.19	D	\$1,971.84	E	\$2,048.88	F	\$2,152.54	G	\$2,260.16
L	6	7/1/07	A	\$1,802.67	B	\$1,864.77	C	\$1,926.85	D	\$2,012.49	E	\$2,089.53	F	\$2,195.21	G	\$2,305.00
L	7	7/1/07	A	\$1,826.23	B	\$1,901.19	C	\$1,971.84	D	\$2,048.88	E	\$2,125.93	F	\$2,233.51	G	\$2,345.19
L	8	7/1/07	A	\$1,864.77	B	\$1,926.85	C	\$2,012.49	D	\$2,089.53	E	\$2,164.50	F	\$2,274.01	G	\$2,387.70
L	9	7/1/07	A	\$1,901.19	B	\$1,971.84	C	\$2,048.88	D	\$2,125.93	E	\$2,203.02	F	\$2,314.41	G	\$2,430.13
L	10	7/1/07	A	\$1,926.85	B	\$2,012.49	C	\$2,089.53	D	\$2,164.50	E	\$2,250.15	F	\$2,363.92	G	\$2,482.12
L	11	7/1/07	A	\$1,971.84	B	\$2,048.88	C	\$2,125.93	D	\$2,203.02	E	\$2,299.37	F	\$2,415.67	G	\$2,536.45
L	12	7/1/07	A	\$2,012.49	B	\$2,089.53	C	\$2,164.50	D	\$2,250.15	E	\$2,335.77	F	\$2,453.93	G	\$2,576.61
L	13	7/1/07	A	\$2,048.88	B	\$2,125.93	C	\$2,203.02	D	\$2,299.37	E	\$2,380.71	F	\$2,501.09	G	\$2,626.18
L	14	7/1/07	A	\$2,089.53	B	\$2,164.50	C	\$2,250.15	D	\$2,335.77	E	\$2,438.53	F	\$2,561.85	G	\$2,689.95
L	15	7/1/07	A	\$2,125.93	B	\$2,203.02	C	\$2,299.37	D	\$2,380.71	E	\$2,485.61	F	\$2,611.32	G	\$2,741.89
L	16	7/1/07	A	\$2,164.50	B	\$2,250.15	C	\$2,335.77	D	\$2,438.53	E	\$2,537.03	F	\$2,665.34	G	\$2,798.60
L	17	7/1/07	A	\$2,203.02	B	\$2,299.37	C	\$2,380.71	D	\$2,485.61	E	\$2,592.68	F	\$2,723.79	G	\$2,859.99
L	18	7/1/07	A	\$2,250.15	B	\$2,335.77	C	\$2,438.53	D	\$2,537.03	E	\$2,641.91	F	\$2,775.53	G	\$2,914.31
L	19	7/1/07	A	\$2,299.37	B	\$2,380.71	C	\$2,485.61	D	\$2,592.68	E	\$2,708.29	F	\$2,845.28	G	\$2,987.54
L	20	7/1/07	A	\$2,335.77	B	\$2,438.53	C	\$2,537.03	D	\$2,641.91	E	\$2,759.66	F	\$2,899.26	G	\$3,044.21
L	21	7/1/07	A	\$2,380.71	B	\$2,485.61	C	\$2,592.68	D	\$2,708.29	E	\$2,806.76	F	\$2,948.72	G	\$3,096.14
L	22	7/1/07	A	\$2,438.53	B	\$2,537.03	C	\$2,641.91	D	\$2,759.66	E	\$2,873.13	F	\$3,018.43	G	\$3,169.36
L	23	7/1/07	A	\$2,485.61	B	\$2,592.68	C	\$2,708.29	D	\$2,806.76	E	\$2,935.23	F	\$3,083.71	G	\$3,237.89
L	24	7/1/07	A	\$2,537.03	B	\$2,641.91	C	\$2,759.66	D	\$2,873.13	E	\$2,997.33	F	\$3,148.91	G	\$3,306.35
L	25	7/1/07	A	\$2,592.68	B	\$2,708.29	C	\$2,806.76	D	\$2,935.23	E	\$3,055.14	F	\$3,209.64	G	\$3,370.14
L	26	7/1/07	A	\$2,641.91	B	\$2,759.66	C	\$2,873.13	D	\$2,997.33	E	\$3,117.20	F	\$3,274.86	G	\$3,438.61
L	27	7/1/07	A	\$2,708.29	B	\$2,806.76	C	\$2,935.23	D	\$3,055.14	E	\$3,185.71	F	\$3,346.85	G	\$3,514.19
L	28	7/1/07	A	\$2,759.66	B	\$2,873.13	C	\$2,997.33	D	\$3,117.20	E	\$3,247.80	F	\$3,412.05	G	\$3,582.66
L	29	7/1/07	A	\$2,806.76	B	\$2,935.23	C	\$3,055.14	D	\$3,185.71	E	\$3,318.44	F	\$3,486.31	G	\$3,660.62
L	30	7/1/07	A	\$2,873.13	B	\$2,997.33	C	\$3,117.20	D	\$3,247.80	E	\$3,391.26	F	\$3,562.77	G	\$3,740.89
L	31	7/1/07	A	\$2,935.23	B	\$3,055.14	C	\$3,185.71	D	\$3,318.44	E	\$3,464.08	F	\$3,639.25	G	\$3,821.21
L	32	7/1/07	A	\$2,997.33	B	\$3,117.20	C	\$3,247.80	D	\$3,391.26	E	\$3,532.54	F	\$3,711.23	G	\$3,896.80
L	33	7/1/07	A	\$3,055.14	B	\$3,185.71	C	\$3,318.44	D	\$3,464.08	E	\$3,607.47	F	\$3,789.97	G	\$3,979.45
L	34	7/1/07	A	\$3,117.20	B	\$3,247.80	C	\$3,391.26	D	\$3,532.54	E	\$3,701.65	F	\$3,888.90	G	\$4,083.33
L	35	7/1/07	A	\$3,185.71	B	\$3,318.44	C	\$3,464.08	D	\$3,607.47	E	\$3,783.04	F	\$3,974.38	G	\$4,173.11
L	36	7/1/07	A	\$3,247.80	B	\$3,391.26	C	\$3,532.54	D	\$3,701.65	E	\$3,872.97	F	\$4,068.85	G	\$4,272.28
L	37	7/1/07	A	\$3,318.44	B	\$3,464.08	C	\$3,607.47	D	\$3,783.04	E	\$3,962.92	F	\$4,163.30	G	\$4,371.45
L	38	7/1/07	A	\$3,391.26	B	\$3,532.54	C	\$3,701.65	D	\$3,872.97	E	\$4,054.95	F	\$4,260.02	G	\$4,473.03
L	39	7/1/07	A	\$3,464.08	B	\$3,607.47	C	\$3,783.04	D	\$3,962.92	E	\$4,149.18	F	\$4,359.00	G	\$4,576.96
L	40	7/1/07	A	\$3,532.54	B	\$3,701.65	C	\$3,872.97	D	\$4,054.95	E	\$4,241.19	F	\$4,455.69	G	\$4,678.48
L	41	7/1/07	A	\$3,607.47	B	\$3,783.04	C	\$3,962.92	D	\$4,149.18	E	\$4,337.54	F	\$4,556.93	G	\$4,784.76
L	42	7/1/07	A	\$3,701.65	B	\$3,872.97	C	\$4,054.95	D	\$4,241.19	E	\$4,442.45	F	\$4,667.14	G	\$4,900.50

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

CSEA UNIT 1

SALARY SCHEDULE 2007-2008

SCHED	RANGE	EFF DATE	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
L	43	7/1/07	A	\$3,783.04	B	\$3,962.92	C	\$4,149.18	D	\$4,337.54	E	\$4,547.33	F	\$4,777.34	G	\$5,016.70
L	44	7/1/07	A	\$3,872.97	B	\$4,054.95	C	\$4,241.19	D	\$4,442.45	E	\$4,645.86	F	\$4,880.79	G	\$5,124.83
L	45	7/1/07	A	\$3,962.92	B	\$4,149.18	C	\$4,337.54	D	\$4,547.33	E	\$4,759.31	F	\$5,000.01	G	\$5,250.01
L	46	7/1/07	A	\$4,054.95	B	\$4,241.19	C	\$4,442.45	D	\$4,645.86	E	\$4,879.25	F	\$5,126.00	G	\$5,382.31
L	47	7/1/07	A	\$4,149.18	B	\$4,337.54	C	\$4,547.33	D	\$4,759.31	E	\$4,990.56	F	\$5,242.94	G	\$5,505.08
L	48	7/1/07	A	\$4,241.19	B	\$4,442.45	C	\$4,645.86	D	\$4,879.25	E	\$5,101.88	F	\$5,359.90	G	\$5,627.89
L	49	7/1/07	A	\$4,337.54	B	\$4,547.33	C	\$4,759.31	D	\$4,990.56	E	\$5,221.76	F	\$5,485.86	G	\$5,760.15
L	50	7/1/07	A	\$4,442.45	B	\$4,645.86	C	\$4,879.25	D	\$5,101.88	E	\$5,354.52	F	\$5,625.32	G	\$5,906.57
L	51	7/1/07	A	\$4,547.33	B	\$4,759.31	C	\$4,990.56	D	\$5,221.76	E	\$5,476.52	F	\$5,753.49	G	\$6,041.15
L	52	7/1/07	A	\$4,645.86	B	\$4,879.25	C	\$5,101.88	D	\$5,354.52	E	\$5,609.27	F	\$5,892.94	G	\$6,187.61
L	53	7/1/07	A	\$4,759.31	B	\$4,990.56	C	\$5,221.76	D	\$5,476.52	E	\$5,746.24	F	\$6,036.89	G	\$6,338.72
L	54	7/1/07	A	\$4,879.25	B	\$5,101.88	C	\$5,354.52	D	\$5,609.27	E	\$5,879.02	F	\$6,176.32	G	\$6,485.17
L	55	7/1/07	A	\$4,990.56	B	\$5,221.76	C	\$5,476.52	D	\$5,746.24	E	\$6,024.61	F	\$6,329.32	G	\$6,645.77
L	56	7/1/07	A	\$5,101.88	B	\$5,354.52	C	\$5,609.27	D	\$5,879.02	E	\$6,161.62	F	\$6,473.26	G	\$6,796.91
L	57	7/1/07	A	\$5,221.76	B	\$5,476.52	C	\$5,746.24	D	\$6,024.61	E	\$6,307.22	F	\$6,626.21	G	\$6,957.52
L	58	7/1/07	A	\$5,354.52	B	\$5,609.27	C	\$5,879.02	D	\$6,161.62	E	\$6,459.24	F	\$6,785.94	G	\$7,125.24
L	59	7/1/07	A	\$5,476.52	B	\$5,746.24	C	\$6,024.61	D	\$6,307.22	E	\$6,613.36	F	\$6,947.83	G	\$7,295.22
L	60	7/1/07	A	\$5,609.27	B	\$5,879.02	C	\$6,161.62	D	\$6,459.24	E	\$6,767.52	F	\$7,109.79	G	\$7,465.29
L	61	7/1/07	A	\$5,746.24	B	\$6,024.61	C	\$6,307.22	D	\$6,613.36	E	\$6,925.96	F	\$7,276.22	G	\$7,640.00
L	62	7/1/07	A	\$5,879.02	B	\$6,161.62	C	\$6,459.24	D	\$6,767.52	E	\$7,099.37	F	\$7,458.43	G	\$7,831.30
L	63	7/1/07	A	\$6,024.61	B	\$6,307.22	C	\$6,613.36	D	\$6,925.96	E	\$7,277.08	F	\$7,645.12	G	\$8,027.38
L	64	7/1/07	A	\$6,161.62	B	\$6,459.24	C	\$6,767.52	D	\$7,099.37	E	\$7,441.89	F	\$7,818.27	G	\$8,209.19
L	65	7/1/07	A	\$6,307.22	B	\$6,613.36	C	\$6,925.96	D	\$7,277.08	E	\$7,619.60	F	\$8,004.97	G	\$8,405.21
L	66	7/1/07	A	\$6,459.24	B	\$6,767.52	C	\$7,099.37	D	\$7,441.89	E	\$7,810.15	F	\$8,205.15	G	\$8,615.42
L	67	7/1/07	A	\$6,613.36	B	\$6,925.96	C	\$7,277.08	D	\$7,619.60	E	\$7,998.52	F	\$8,403.08	G	\$8,823.25
L	68	7/1/07	A	\$6,767.52	B	\$7,099.37	C	\$7,441.89	D	\$7,810.15	E	\$8,180.53	F	\$8,594.27	G	\$9,023.99
L	69	7/1/07	A	\$6,925.96	B	\$7,277.08	C	\$7,619.60	D	\$7,998.52	E	\$8,386.06	F	\$8,810.19	G	\$9,250.70
L	70	7/1/07	A	\$7,099.37	B	\$7,441.89	C	\$7,810.15	D	\$8,180.53	E	\$8,587.32	F	\$9,021.62	G	\$9,472.71
L	71	7/1/07	A	\$7,277.08	B	\$7,619.60	C	\$7,998.52	D	\$8,386.06	E	\$8,788.58	F	\$9,233.07	G	\$9,694.71
L	72	7/1/07	A	\$7,441.89	B	\$7,810.15	C	\$8,180.53	D	\$8,587.32	E	\$8,991.93	F	\$9,446.69	G	\$9,919.03
L	73	7/1/07	A	\$7,619.60	B	\$7,998.52	C	\$8,386.06	D	\$8,788.58	E	\$9,210.30	F	\$9,676.14	G	\$10,159.95
L	74	7/1/07	A	\$7,810.15	B	\$8,180.53	C	\$8,587.32	D	\$8,991.93	E	\$9,437.26	F	\$9,914.56	G	\$10,410.28
L	75	7/1/07	A	\$7,998.52	B	\$8,386.06	C	\$8,788.58	D	\$9,210.30	E	\$9,659.92	F	\$10,148.48	G	\$10,655.90
L	76	7/1/07	A	\$8,180.53	B	\$8,587.32	C	\$8,991.93	D	\$9,437.26	E	\$9,893.28	F	\$10,393.63	G	\$10,913.32
L	77	7/1/07	A	\$8,386.06	B	\$8,788.58	C	\$9,210.30	D	\$9,659.92	E	\$10,137.37	F	\$10,650.07	G	\$11,182.58
L	78	7/1/07	A	\$8,587.32	B	\$8,991.93	C	\$9,437.26	D	\$9,893.28	E	\$10,381.43	F	\$10,906.47	G	\$11,451.81
L	79	7/1/07	A	\$8,788.58	B	\$9,210.30	C	\$9,659.92	D	\$10,137.37	E	\$10,629.78	F	\$11,167.40	G	\$11,725.75
L	80	7/1/07	A	\$8,991.93	B	\$9,437.26	C	\$9,893.28	D	\$10,381.43	E	\$10,882.40	F	\$11,432.76	G	\$12,004.00

Appendix B

Definitions

DEFINITIONS

1. **Anniversary Date:** The date upon which an employee is eligible for salary step advance earned by completion of a required period of service, also known as the increment date. See Article 5 (Pay and Allowances).
2. **Appropriate Administrator:** A manager who directs the work of the unit member
3. **Apprenticeship Program:** A program designed to provide opportunities for on-the-job experience and instructional training for the skilled trades. Advancement through program leads to journey level status in a specified trade. (See Article 4)
4. **Basic Monthly Earnings:** 1/12th of an employee's annual contract salary.
5. **Class or Job Classification:** A group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary ranges are appropriate for all positions in the class; also known as job classification.
6. **Classification:** The act of placing a position in a class or job classification with a designated title, assigned hours per day, days per week, months per year, specified duties and responsibilities, and salary placement. See Article 13 (Classification and Reclassification).
7. **Demotion:** A change in the assignment of an employee from a position in one class to a position in another class with a lower maximum salary rate.
8. **Differential:** A salary allowance in addition to the basic rate based upon hours of employment. See Article 5 (Pay and Allowances).
9. **Health and Welfare Benefits:** Any form of insurance or similar benefit programs paid for entirely or in part by the District. See Article 16 (Health and Welfare Benefits).
10. **Industrial Accident or Illness:** An injury or illness arising out of or in the course of employment within the District.
11. **Leave Policies:** Any policy concerning any form of employee leave. See Article 6 (Holidays), Article 7 (Vacation Leave), and Article 8 (Leaves).
12. **Permanent Employee:** A regular employee who successfully completes a probationary period. See Article 4 (Employment Practices).
13. **Probationary Employee:** A regular employee who will become permanent upon completion of a prescribed probationary period. See Article 4 (Employment Practices).

14. **Promotion**: A change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate. See Section 4.7 of Article 4 (Pay and Allowances).
15. **Reassignment**: Movement from a position in one class to a position in another class in the same salary range; distinguished from a transfer because the movement is not within the same class; distinguished from a promotion or a demotion because the movement is to neither a higher nor a lower class.
16. **Reclassification**: The upgrading of a position to a higher class as a result of an increase in the level of duties or responsibilities assigned to the position. See Article 13 (Classification and Reclassification).
17. **Salary Range**: A range of salaries on a salary schedule assigned to a class or job classification.
18. **Salary Rate**: A specific amount of money paid for a specific period of service.
19. **Salary Schedule**: A series of salary ranges and steps which comprise the rates of pay for all classes.
20. **Shift Change**: Movement from one shift to another in the same classification
21. **Supervisor**: A supervisor who is a member of the Teamsters Local 287.
22. **Transfer**: Lateral movement from one position to another in a single job classification.

Appendix C

Forms

AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS

I,

(print name of employee)

and

I,

(print name of non-employee domestic partner)

certify that:

1. We are domestic partners of one another within the following definitions:

DEFINITIONS:

Domestic Partnership. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, who are not legally allowed to marry in the state in which they reside, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

- Live Together. "Live together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.
- Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

2. Each of us understands that in addition to meeting the definition of domestic partnership provided in Section I above, we must satisfy the additional eligibility criteria provided herein.
3. We are both eighteen (18) years of age or older and are mentally competent to consent to contract.
4. We are each other's sole domestic partner.
5. Neither of us is married.
6. Neither of us has been a member of another domestic partnership within the previous six months, unless that domestic partnership terminated by death.

7. Neither of us is related to the other by blood as would prevent us from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).

8. We share the same principal place of residence and we intend to do so indefinitely. Currently the address of our principal place of residence is:

9. By signing this Affidavit for enrollment of a Domestic Partner for District benefits, we agree that we both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. We understand that our practice need not be to contribute equally to the cost of our living expenses but we agree that both of us are responsible for the total cost.

10. Each of us intends that the circumstances which render us eligible for enrollment will remain so indefinitely.

11. Each of us understands and agrees that the employee domestic partner may make health plan and other benefits elections on behalf of the non-employee domestic partner.

12. Each of us understands and agrees that the District may in its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions herein. Such documentation may include but not be limited to: a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.

13. Each of us understands that, in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage and eligibility criteria set forth in the offered benefit plans themselves. We understand that we are also bound by the terms of these policies and agreements.

14. Each of us understands that under applicable federal and state tax law, District-provided benefits coverage of the non-employee domestic partner could result in imputed taxable income to the employee, subject to income tax withholding and applicable payroll taxes.

15. Each of us agrees that if there is any change of circumstances attested to in this affidavit, we will, within thirty (30) days of such change of circumstances, file an amendment of this affidavit. The non-employee domestic partner agrees that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee. If the employee-domestic

partner executes such an option, the employee shall notify the non-employee domestic partner as soon as possible that his or her benefits have been terminated and it shall be the sole responsibility of that employee to make such notification.

16. Each of us understands that if either of us has made a false statement regarding his or her qualifications as a domestic partner or has failed to comply with the terms of the Affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorneys' fees and court costs.
17. Each of us understands and agrees that the District Administrator of any benefit plan at issue shall be the sole judge of determining whether we qualify as domestic partners.
18. Each of us declares under penalty of perjury under the laws of the State of California that the assertions in this Affidavit are true and correct.

Signature of Employee

Date of Birth

Signature of Non-Employee
Domestic Partner

Date of Birth

State of California)

) ss.

County of Santa Clara)

On this _____ day of _____,
in the year 20____, before me, _____,
a Notary Public, State of California, duly commissioned
and sworn, personally appeared _____
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s)
_____ subscribed to the within instrument and
acknowledged to me that _____ he _____ executed the same
in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF CALIFORNIA

My commission expires: _____

DISCIPLINARY ACTION APPEAL FORM

Check One I hereby appeal the disciplinary action taken against me. Pursuant to Article 14, Section 14.8 of the Disciplinary Action Procedures of the Foothill-De Anza Community College District, I elect:

An informal appeal pursuant to Article 14, Subsection 14.8.3.3 of the Procedures. The following times would be inconvenient for me to meet with the Skelly Officer.

A formal hearing pursuant to Section 10 of the Procedures. I request a formal hearing on the grounds that:

- I did not commit the acts or omissions alleged as the events upon which the cause for discipline is based.
- The acts or omissions alleged do not amount to cause for dismissal, demotion or suspension.
- The penalty imposed is excessive or unreasonable. The required procedure was not followed.

(Date)

(Signature)

NOTE: If you wish to appeal the disciplinary action taken against you, you must date and sign this form after having indicated the election required of you by Section 14.9.2 of the Procedures. You must also return this form to the Director of Human Resources within seven (7) days of the effective date of the sanction imposed against you. If the Director of Human Resources has not received this form by that time, you will be deemed to have waived your right to an appeal and the disciplinary action shall be final.

DOMESTIC PARTNERS' BENEFITS ELIGIBILITY CRITERIA

I. DEFINITIONS

Domestic Partnership. Domestic partners are two (2) persons, each aged 18 or older, who have chosen to live together in a committed relationship, who are not legally allowed to marry in the state in which they reside, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

- Live Together. "Live together" means that two (2) people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.
- Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

II. ELIGIBILITY AND ENROLLMENT CRITERIA

- A. In order to enroll for coverage of the domestic partner, the employee and his or her domestic partner must complete, sign under penalty of perjury, and file with the District an affidavit attesting to their meeting eligibility requirements, as provided below.
- B. In order to be eligible for domestic partner coverage, the following criteria must be met:
1. The benefit must be one for which the employee's spouse would be eligible, if the employee were married.
 2. The employee and the non-employee must be domestic partners according to the definition in Section I above.
 3. Both members of the domestic partnership must have reached the age of 18 and be mentally competent to consent to contract.
 4. The employee and non-employee must be each other's sole domestic partner.
 5. Neither member of the domestic partnership may be married.
 6. Neither member of the domestic partnership may have had another domestic partner within the previous six (6) months, unless that domestic partnership terminated by death.
 7. Neither of the partners is related to the other by blood as would prevent them from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).

8. The domestic partners must share the same principal place of residence and intend to do so indefinitely. They must disclose the address of that residence.
9. The domestic partners must agree that they both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. The partners' practice need not be to contribute equally to the cost of the living expenses as long as they agree that both are responsible for the total cost.
10. The domestic partners must intend that the circumstances which render them eligible for enrollment will remain so indefinitely.
11. The domestic partners must acknowledge that they understand and agree that the employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partners.
12. The domestic partners must acknowledge that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include but not be limited to: a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
13. The domestic partners must acknowledge that they understand that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. The domestic partners must agree that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.
14. The employee must acknowledge that he or she understands that under applicable federal and state tax law, District-provided benefits coverage of the non-employee domestic partner could result in imputed taxable income to the employee, subject to income tax withholding and applicable payroll taxes.
15. The domestic partners must agree to notify the District within 30 days if there is any change of circumstances attested to in their affidavit. The notice is to be in the form of an amendment of their affidavit. The non-employee domestic partner must agree that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee. If the employee executes such an option, that employee shall notify the non-employee domestic partner as soon as possible that his or her benefits have been terminated and it shall be sole responsibility of that employee to make such notification.
16. The domestic partners must acknowledge that they understand that, if either has made a false statement regarding his or her qualification as a domestic partner or has failed to comply with the terms of the affidavit, the District

shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.

17. The domestic partners must acknowledge that the District Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

**DONATION OF SICK LEAVE
PLEDGE FORM**

In accordance with Article 8 of the Agreement between CSEA and the District, I hereby authorize the following sick leave donation to (please type or print):

Name: _____

Campus: _____

Division: _____

I understand that I must retain a minimum of 60 days (480.00 hours) of sick leave and that I must donate sick leave in not less than 8 hour increments.

DONATING EMPLOYEE INFORMATION:

(Please type or print)

Name: _____

Campus: _____ Division: _____

Number of sick leave hours being donated: _____ Anonymous Donation

Effective date of sick leave transfer: _____

Donating Employee's Signature: _____ Date: _____

**Return This Form To:
Office of Human Resources
Foothill-De Anza Community College District
12345 El Monte Road, Los Altos Hills, CA 94022**

For Office Use Only (initials of processor)

___ Criteria Met ___ Balance of donor's sick leave before donation ___ Criteria Met

___ Sufficient verification of certification for eligibility of donee ___ Not Sufficient

Donor's sick leave balance decreased to _____ hours by _____ effective

Donee's sick leave balance increased to _____ hours by _____ effective

EDUCATIONAL ASSISTANCE

The District shall maintain a fund for assisting unit members to pay for required tuition, fees, and textbooks to attend any work-related class at an accredited college or university. The fund shall be \$10,000 per year. Remaining money shall be rolled over to the next year but the maximum fund shall be not more than \$15,000. Educational Assistance may be used during a Staff Development Leave.

1. The employee shall provide evidence of successfully completing the class.
2. An employee may receive up to a maximum of \$1,000 per academic year.
3. Assistance shall be on a first come first serve basis, until the fund is depleted.

Include official transcript verifying successful completion of the work-related class and receipts identifying tuition, fees and textbooks. Parking fees are not included.

To Be Completed By The Employee:

Employee Name

Job Title: _____ Phone: _____

Amount of Educational Assistance Requested: Tuition: \$ _____

Date of Course(s): _____ Fees: \$ _____

Date Course(s) Completed: _____ Textbooks: \$ _____

Total: \$ _____

Information on course(s): _____

Employee Signature

Date

To Be Completed by the Administrator:

I verify that this class is a work-related class.

Administrator's Name (please print)

Administrator's Signature

Date

***** (For Human Resources Use Only) *****

Director, Human Resources

Amount Reimbursed \$ _____

Processor

Date of Reimbursement: _____

3/99 KEP

GRIEVANCE NOTICE

1. Grievant's Name: _____

Position: _____

2. Describe the action or circumstances that give rise to the grievance:

3. Give a brief description of the informal efforts made to resolve the situation:

4. List the specific sections of the Agreement that you believe have been violated, misapplied or misinterpreted:

5. On what date did you discover the action or circumstances that give rise to this grievance:

6. List the specific remedy you request:

1. **FIRST LEVEL OF REVIEW:** Grievance must be filed with the appropriate administrator, with copies to the Director of Human Resources and CSEA

To be completed by grievant

Request for conference: Yes _____ No _____
Name of representative: _____
Grievant's signature: _____ Date: _____

To be completed by the appropriate administrator

Date grievance was filed at first level: _____

Administrator's decision and reasons for decision:

Administrator's signature: _____ Date: _____

2. **SECOND LEVEL OF REVIEW:** Grievance must be filed with the appropriate second level administrator, with copies to the Director of Human Resources and CSEA

To be completed by grievant

Request for conference: _____ Yes _____ No _____
Name of representative (if different from first level): _____
Grievant's signature: _____ Date: _____

To be completed by second level administrator

Date grievance was filed at second level: _____

Second level administrator's decision and reasons for decision:

Second level administrator's signature: _____ Date: _____

3. **REQUEST FOR ARBITRATION:** Grievance must be filed with the Director of Human Resources

Grievant's signature: _____ Date: _____
Steward's Signature: _____ Date: _____
Union Representative: _____ Date: _____

PROFESSIONAL GROWTH AWARD APPLICATION

Employee Eligibility and Qualifications for Professional Growth Award:

1. An employee must have completed at least one year of employment with the District and have achieved permanent status.
2. An eligible employee must complete a minimum of 200 hours of credited activity, 100 hours of which must have been completed since the last award. Carryover points may be applied to a maximum of 50% of any one award.
3. A minimum of two (2) years in paid status must have occurred since the last award.
4. No more than two hundred (200) hours may be applied towards an award for activities undertaken during a staff development leave. No carryover points will be allowed for these activities. No premium points will be allowed for activities while on staff development leave.

Schedule of Hours and Limitations:

1. Completion of college, adult education, or trade school courses. The calculation of hours will be based on the published regulations as they appear in the catalog or schedule of classes. Where such hours are not formally stated, the following method shall apply to all units for courses.
 - a. 1 quarter unit = 12 hours
 - b. 1 semester unit = 18 hours
2. Attendance and participation in District in-service workshops related to the work of the District. **Maximum of fifty (50) hours per award.**
3. Participation in educational activities, such as seminars, conferences, conventions, institutes, and lectures offered by colleges, adult schools, professional associations, and community organizations. **Maximum of fifty (50) hours per award.**
4. Participation in a leadership role in professional associations and community service organizations. **Maximum of fifty (50) hours per award.** No carryover points will be allowed for these activities.
5. Participation in District related committee work. **Maximum of fifty (50) hours per award.** No carryover points will be allowed for these activities.
6. Participation in Physical Fitness activities. **A maximum of seventy-two (72) hours per award.**
7. Premium points will be awarded for courses, seminars, and workshops taken or attended on other than assigned time or released time and that are directly related to the employee's job. The employee must complete and attach the Application for Professional Growth Premium Points (Appendix C).
8. Carryover points may be applied to a maximum of 50% of any one award.

PROFESSIONAL GROWTH AWARD APPLICATION

Date Submitted _____

Name: _____ Hire Date: _____

Position: _____ Department: _____ Campus: _____

1. College, Adult Education, or Trade School Courses

Institution	Course Title	Units (Specify Quarter or Semester)	Hours
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Hours			_____

2. District In-Service Workshops

Workshop	Date of Workshop	Hours
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Hours		_____

3. Conferences, Seminars, and Workshops

Organization	Activity	Date of Activity	Hours
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Hours			_____

4. Leadership activities in professional associations or community service organizations

Organization	Activity	Date of Activity	Hours
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Hours			_____

5. District Committee Work

Professional Organization	Date of Activity	Hours
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total Hours	_____

6. Physical Fitness Activities

Institution/Organization	Date of Activity	Hours
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total Hours	_____

For use of Professional Growth Review Panel Only

	<u>Completed</u>
Section 1	_____
Section 2	_____
Section 3	_____
Section 4	_____
Section 5	_____
Section 6	_____
Premium Points	_____
Previous Award Carryover	_____
Total Hours	_____
Carryover for next award	_____

Professional Growth Review Panel Signature:

Approved _____ Date _____

Denied _____ Reason for Denial _____

Effective Date of Award _____

PROFESSIONAL GROWTH PREMIUM POINTS APPLICATION

Name _____

Job Title _____

Contact Number _____

Upon completion of courses/training, submit this form along with official transcripts and/or course verification.

List of Courses/Training for PREMIUM Professional Growth Points

Course/Training	Dates	No of Hours
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Applicant

Date

I certify that the above courses/training are directly job related.

Administrator's Signature

Date

Administrator's Name (please print)

Extension

Please note: Premium points will be awarded for courses, seminars, and workshops taken or attended on other than assigned time or released time and that are directly related to the employee's job. The PGA Review Committee must obtain written recommendation from the Administrator that such activity is directly job-related.

Updated 08/2006

SHIFT CHANGE REQUEST FORM

Shift Change Request

A Shift Change Request must be completed and submitted to Human Resources. When a vacancy occurs in a particular shift, Human Resources will provide the specific requests to the appropriate administrator.

To be considered for a shift change, provide the following information. Return the completed form to Human Resources.

Please Print Clearly

Employee Name _____

Job Title _____

Current Shift _____

Current Job Site _____

Requested Shift Change

Day Swing Grave Weekend

Foothill College De Anza College District Office

TRAINING FUND

From the money saved by contracting for services, \$5000 per year shall be committed to be used as training funds for unit members.

1. The employee shall provide evidence of successfully completing the class.
2. Assistance shall be on a first come first serve basis, until the fund is depleted.

Include verification of completion of training and receipts of payment for fees and related expenses.

To Be Completed By The Employee:

Employee Name _____

Job Title: _____ Contact Number/Radio: _____

Training: _____

Amount of Request: _____

Fees: _____

Materials: _____

Travel: _____

(Attach Mileage Reimbursement Voucher/Trip Voucher)

Date(s) of Course(s): _____ Date Course(s) Completed: _____

Employee Signature: _____ Date: _____

To Be Completed by the Administrator:

Administrator's Name (please print) Administrator's Signature Date

***** (For Human Resources Use Only) *****

Director, Human Resources Amount Reimbursed \$ _____

Processor _____ Date of Reimbursement: _____

VACATION REQUEST

In accordance with Chapter 7 of the *Agreement* between the Foothill-De Anza Community College District and CSEA, Chapter 96, Unit A, this form must be submitted at least **10 working days** in advance of the days requested for vacation.

Employee _____

Date: _____

Name: _____

Position: _____ Department: _____

Regular Work Schedule: From ____ a. m./p.m. to ____ a. m./p.m. Days: SU M T W TH F SA (Circle days you normally work)				
I request vacation on the following days:				
	Beginning	Ending	Return to Work	Total Days of
Vacation				
Day/Date:	_____	_____	_____	_____
Signature:	_____			Date _____

In accordance with Chapter 7 of the *Agreement* between the Foothill-De Anza Community College District and CSEA Chapter 96, Unit A this request must be approved/denied and the form returned to the employee within 3 working days of receipt.

Appropriate Administrator _____

Date Received: _____

To: _____

From: _____ (Appropriate Administrator)

Re: Vacation Request

_____ The vacation schedule requested above is approved.

_____ The vacation schedule requested above is denied.

_____ a) There is another employee already scheduled to take vacation during that time.

_____ b) The work load of the department does not permit any vacations during this time.

_____ c) Other _____

Signature: _____ Date: _____

Appendix D
Family Medical
Leave Act

FAMILY MEDICAL LEAVE ACT / California Family Rights Act

POLICY

In compliance with the Family Medical Leave Act (FMLA) and the California Family Rights Act, eligible District employees may take unpaid leave of up to 12 weeks for qualified medical and family reasons. The purpose of the Family Medical Leave Act is to provide employees reasonable leave to care for an eligible family member, or the employee himself or herself, in the event of a serious medical condition, or to enable the employee to care for a child within one year of the child's adoption or receipt into foster care. While on leave, employees are entitled to District paid benefits.

NOTE

Family Medical Leave runs concurrently with other applicable leaves. This means that the leave is granted only to ensure a total of 12 weeks of leave with benefits for certain qualifying events (see below). For example, if an employee has paid personal necessity leave of one week available, the Family Medical Leave will be for an additional 11 weeks, making a total of 12 weeks of leave in any 12 month period.

ELIGIBILITY

Full-time or part-time employees are eligible for this leave who have been employed for more than 12 months with the District and have worked at least 1,250 hours in the 12-month period prior to the date the leave begins.

QUALIFYING EVENTS FOR PURPOSE OF FAMILY MEDICAL LEAVE

The conditions for which Family Medical Leave may be taken are:

1. birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement, or
2. the employee's own serious health condition that makes the employee unable to work at all or unable to perform essential job functions, or
3. a serious health condition of an employee's child, spouse, parent or member of the immediate household, which requires the employee to care for the family member.

A serious health condition means an illness, injury, impairment, or physical or mental condition which involves either inpatient care or continuing treatment or supervision by a health care provider.

ELIGIBLE CHILD

An eligible child is defined as:

1. a biological, adopted or foster child under the age of 18, or
2. an adult dependent child over the age of 18 who is incapable of self-help due to a mental or physical disability, or
3. a child under 18 who is treated as the employee's child or for whom the employee has been "in loco parentis."

APPLICATION FOR LEAVE

A request for Family Medical Leave must be made in writing by completing the Family Medical Leave application form. The application must be submitted to the employee's administrator and then forwarded to the Office of Human Resources at least thirty days before the requested start of the leave unless the reason for the leave is due to an emergency, in which case the request must be made immediately. The completed application must state the reason for the leave and the beginning and ending dates of the leave.

CONDITIONS OF LEAVE

1. An employee who requests medical leave for his or her own serious health condition is required to use all accrued paid leave, including vacation time, sick leave and extended sick leave if applicable concurrently with the Family Medical Leave Act leave. Because Family Medical Leave is limited to twelve work weeks, it is unlikely that an employee will run out of extended sick leave within the duration of this leave.
2. An employee who requests Family Medical Leave to care for his or her spouse, child, parent or member of the immediate household with a serious medical condition must first use all available paid leave, including vacation time and personal necessity and then sick leave to the extent allowed in the employee's relevant bargaining unit agreement for care of family members. At the exhaustion of all paid leaves, the remainder of the leave - up to a maximum of twelve weeks - will be unpaid.
3. Leave taken because of the serious health condition of an employee, spouse, child, parent or member of the immediate household may be taken intermittently or on a reduced medical schedule when medically necessary. Leave may be counted in full or partial days or full or partial weeks. Such intermittent or reduced time schedule leave may require the employee to transfer temporarily to another position. Leave taken because of the birth or placement of a child may not be taken intermittently or on a reduced schedule leave unless expressly approved by the Director of Human Resources.

4. While in unpaid status under Family Medical Leave, an employee will not accrue additional benefits such as sick leave, vacation, or seniority. However, Family Medical leave is counted as active work status for the purposes of pension vesting or eligibility in pension plans.
5. If both a husband and wife work for the District, their leave is limited to a combination of twelve weeks for the qualifying event of a birth, adoption, or foster care placement.

MEDICAL CERTIFICATION STATEMENT

An application for leave based on the serious health condition of the employee or the employee's spouse, child, parent or member of the immediate household must be accompanied by a Medical Certification Statement completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If leave is for the care of a family member, it should also estimate the amount of time that the employee will be needed to care for the patient. If leave is for the employee's own health condition, certification should also state that the employee is unable to perform the functions of his or her own position. The District may require the employee to obtain a second medical opinion at District expense. If the two medical opinions conflict, the opinion of a third medical provider, approved jointly by the employee and the District, may be required at District expense, and the third opinion will be final and binding. If additional leave is requested beyond the period stated in the certification, the District may require recertification in accordance with these procedures.

RETURN FROM OR FAILURE TO RETURN FROM LEAVE

The employee is expected to return to work on the date stated in the application for leave. If the employee wishes to return earlier, both the employee's administrator and the office of Human Resources should be notified at least 5 days before the employee's planned return. Failure to return from leave without notification may be construed as an abandonment of the employee's position. The District will require a certification that the employee is physically able to return to work upon return from leave due to the employee's own serious health condition. However, if an employee returning from Family Medical Leave due to his or her own serious medical condition is unable to perform the essential functions of his or her job because of a physical or mental condition, the Americans with Disabilities Act may govern.

REINSTATEMENT RIGHTS

Unless considered a "key" employee, an employee on Family Medical Leave is entitled to be returned to the same position held prior to the leave, if still available, or to a comparable position with equivalent pay, benefits, if applicable, and other terms and conditions of employment, subject to provisions of the contract with the relevant bargaining unit. A "key" employee is one who is among the highest paid 10% of the district's employees and whose reinstatement would cause substantial harm to the district's operations. An employee on Family Medical Leave will not suffer the loss of

any other employment benefit that the employee earned or was entitled to before using the leave.

HEALTHCARE BENEFITS (if applicable)

District paid benefits will continue during the period of Family Medical Leave. If the employee does not return from leave for a reason other than continuation or recurrence of the serious health condition that entitled the employee to leave in the first place and employment is terminated, the District can recover the cost of the health care premiums from the employee.

COORDINATION WITH PREGNANCY DISABILITY LEAVE

Family Medical Leave is separate and distinct from disability leave for pregnant employees. Pregnant employees may be entitled to a disability leave in addition to the Family Medical Leave. An eligible employee may be entitled to take a pregnancy disability leave of up to four months and a Family Medical Leave of up to twelve weeks for a combination of approximately seven months.

REFERENCE

The Family Medical Leave Act became effective on August 5, 1993.

The California Family Rights Act was amended by AB 1460 to conform the state law to the federal Family Medical Leave Act. These amendments were effective on October 5, 1993.

FAMILY MEDICAL LEAVE APPLICATION

NAME: _____ DIVISION: _____

SSN (last four digits). #: _____ CAMPUS: _____

Beginning Date of Leave: _____ Ending Date of Leave: _____

Reason for Leave (check one):

- ___ a) birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement, or
- ___ b) the employee's own serious health condition that makes it impossible to perform essential job functions, or
- ___ c) a serious health condition of an employee's eligible child, spouse, parent or member of the immediate household, which requires the employee to care for the family member.

Explanation (if necessary):

A leave request based on an employee's serious health condition or the serious health condition of an employee's spouse, child, parent or member of the immediate household must be accompanied by a verifying medical certification from a physician.

I hereby authorize the Foothill-De Anza Community College District Office of Human Resources to contact my physician to verify the reason for my requested leave or for any other information concerning my requested Family Medical Leave.

I concur with the terms and conditions of the leave and understand that it will be my obligation to return to District employment on the working day following the ending date of the leave. I am aware that failure to return from leave may be construed as abandonment of the employee's position.

Signature of Employee Date

Approved Rejected

Administrator Date

Director of Human Resources Date

MEDICAL CERTIFICATION STATEMENT

Name of Employee: _____

Is this Certification for the Employee _____ or for ill family member _____.

Name of ill Family Member (patient): _____

Date Condition Began: _____

Date Condition Ended (or is expected to end): _____

Medical facts regarding the condition: _____

Explanation of extent to which employee is needed to care for ill family member: (if applicable)

Explanation of extent to which employee is unable to perform the functions of his or her job:

Health Care Provider Signature: _____

Print Name: _____

Date: _____ Office Phone Number: _____

Medical Release:

I authorize the release of any medical information necessary to process the above request.

Patient's Signature: _____ Date: _____

Print Name: _____

Please return this form to Foothill-De Anza Community College District, Office of Human Resources at
12345 El Monte Road, Los Altos Hills, CA 94022.

**ELIGIBILITY CRITERIA
FOR DOMESTIC PARTNERS' BENEFITS**

I. DEFINITIONS

Domestic Partnership. Domestic partners are two persons, each aged eighteen (18) or older, who have chosen to live together in a committed relationship, who are not legally allowed to marry in the state in which they reside, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

- Live Together. "Live together" means that two(2) people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.
- Living Expenses. "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

II. ELIGIBILITY AND ENROLLMENT CRITERIA

- A. In order to enroll for coverage of the domestic partner, the employee and his or her domestic partner must complete, sign under penalty of perjury, and file with the District an affidavit attesting to their meeting eligibility requirements, as provided below.
- B. In order to be eligible for domestic partner coverage, the following criteria must be met:
1. The benefit must be one for which the employee's spouse would be eligible, if the employee were married.
 2. The employee and the non-employee must be domestic partners according to the definition in Section I above.
 3. Both members of the domestic partnership must have reached the age of eighteen (18) and be mentally competent to consent to contract.
 4. The employee and non-employee must be each other's sole domestic partner.
 5. Neither member of the domestic partnership may be married.
 6. Neither member of the domestic partnership may have had another domestic partner within the previous six months, unless that domestic partnership terminated by death.
 7. Neither of the partners is related to the other by blood as would prevent them from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).
 8. The domestic partners must share the same principal place of residence and intend to do so indefinitely. They must disclose the address of that residence.

9. The domestic partners must agree that they both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. The partners' practice need not be to contribute equally to the cost of the living expenses as long as they agree that both are responsible for the total cost.
10. The domestic partners must intend that the circumstances which render them eligible for enrollment will remain so indefinitely.
11. The domestic partners must acknowledge that they understand and agree that the employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partners.
12. The domestic partners must acknowledge that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include but not be limited to: a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
13. The domestic partners must acknowledge that they understand that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. The domestic partners must agree that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.
14. The employee must acknowledge that he or she understands that under applicable federal and state tax law, District-provided benefits coverage of the non-employee domestic partner could result in imputed taxable income to the employee, subject to income tax withholding and applicable payroll taxes.
15. The domestic partners must agree to notify the District within thirty (30) days if there is any change of circumstances attested to in their affidavit. The notice is to be in the form of an amendment of their affidavit. The non-employee domestic partner must agree that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee. If the employee executes such an option, that employee shall notify the non-employee domestic partner as soon as possible that his or her benefits have been terminated and it shall be sole responsibility of that employee to make such notification.
16. The domestic partners must acknowledge that they understand that, if either has made a false statement regarding his or her qualification as a domestic partner or has failed to comply with the terms of the affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.

17. The domestic partners must acknowledge that the District Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

Appendix E
Eligibility Criteria
For Domestic
Partners' Benefits

**Memoranda Of
Understanding**

Between

**Foothill-De Anza
Community College District**

And

**California School
Employees Association
Chapter 96, Unit A**

MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER
96//UNIT A

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District ("District") and California School Employees Association and its Chapter 96/Unit A ("CSEA")

WHEREAS the District and CSEA have an interest in eliminating the following expired Memoranda of Understanding in the *Agreement* effective January 1, 2004 to December 31, 2006:

- Article 16 – Health and Welfare dated December 15, 1995
- Article 16 – Health and Welfare dated April 10, 1996
- Article 11 – Hours and Overtime dated June 4, 1996
- Article 18 – Contracting Out of Work dated January 10, 2000
- Article 16 – Health and Welfare dated January 15, 2002 and

WHEREAS the District and CSEA have an interest in reviewing and retaining language from sections of the Memoranda of Understanding in the *Agreement* effective January 1, 2004 to December 31, 2006.

The following shall be evaluated in the Classification Review that the parties have agreed to conduct in the fiscal year 2007-08:

All Unit A Job Descriptions that require "possession of an appropriate California operator's license" shall reference the District Drug Testing Policy and Procedures, Sections III and IV, for the definition of requirements for appropriate license.

The position descriptions for Custodian I, II and III shall include responsibility for moving chairs, tables, desks and other furniture and equipment. These moves will involve not only regular moves to assist in custodial duties but will also include small moves on campus. The position requirements shall include:

- The ability to perform heavy physical labor and lift up to 50 lbs.
- weight restrictions and a request for desired knowledge of the proper methods and techniques of furniture and equipment moving.

Additional provisions and procedures include:

Moving under this agreement is for small moves. Major moves will be contracted to outside vendors. A "major move" is one requiring more than

two hours for two persons or that includes heavy enough to require special equipment.

The District will provide training to all current custodians before they take over the moving responsibility. Training will include forklift driving certification and the proper methods and techniques of moving furniture and equipment. Additional training will be given on an as needed basis but at least annually to maintain knowledge of proper moving techniques, new equipment and a safe working environment.

The District will provide tools and equipment reasonably necessary for moving furniture and equipment.

Employees involved in furniture and equipment moves will have their regular workload adjusted accordingly by the appropriate administrator.

The grounds/gardener positions shall not be responsible for moving furniture and non-grounds equipment in the District.

The parties further agree that positions in CSEA, Unit A include seven lead classifications, which are as follows:

- Air Conditioning/Heating/Ventilation Supervisor
- Lead Lock Smith, Welding and Metal Fabrication
- Lead Plumber
- Lead Mechanic
- Campus Maintenance Coordinator (2)
- Head Grounds Gardeners (2)
- Lead Construction Laborer

The parties further agree that in the custodial department, the District will maintain a ratio of one (1) Custodian III to every four Custodian I / II positions.

The parties agree to review the terms and conditions of this MOU upon completion of the aforementioned Classification Review.

Foothill-De Anza Community College District

CSEA, Chapter 96/Unit A

September 13, 2007

MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER
96/UNIT A

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District ("District") and California School Employees Association and its Chapter 96/Unit A ("CSEA")

Whereas the District and CSEA have an interest in providing CSEA with the use of office space located in the Plant Services area for the period for which the *Agreement* shall become effective on January 1, 2007, and shall continue in effect through December 31, 2009.

The District and CSEA agree that the District shall provide CSEA with the use of office space, storage space, telephone line, and computer hook-up facilities without charge.

Foothill-De Anza Community College District

CSEA, Chapter 96/Unit A

August 7, 2007

MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER
96//UNIT A

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District ("District") and California School Employees Association and its Chapter 96/Unit A ("CSEA")

WHEREAS the District and CSEA have an interest in updating all position descriptions and:

WHEREAS the District and CSEA agree that such review may result in reclassification of some positions;

THEREFORE, the parties agree to the following:

1. The District, in consultation with CSEA representatives will conduct a classification review of all CSEA unit positions during the 2007-08 fiscal year to update language and currency of job duties, responsibilities and skills.
2. The surrounding community colleges (Bay 10) will be used for comparison in the review of positions and compensation except that San Francisco City College salary data will not be considered due to the unique salary structure that exists at the college.
3. Apprenticeship level positions will include language that specifies the required completion of service and hours of training as a job requirement.
4. Any salary adjustments identified through the classification review, will be negotiated as part of the re-opener for 2008-09 in accordance with Article 21 of the *Agreement*.

Foothill-De Anza Community College District

CSEA, Chapter 96/Unit A

June 13, 2007