

The parties make this tentative agreement to extended the contract from November 1, 2024 through October 31, 2027.

ARTICLE 23 DURATION

23.1 Length of Agreement This Agreement will continue in effect through October 31, 2027 provided, however, that either party may reopen negotiations as specified in Article 20 (“Negotiations”).

Agreed:

Date: August 8, 2024

Date: August 8, 2024

For the District:
Pat Hyland, interim vice chancellor
human resources

For ACE:
Chris White, chair of negotiations

Patricia J. Hyland

Chris White

AGREEMENT

Between the

**BOARD OF TRUSTEES
of the
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

And

ASSOCIATION OF CLASSIFIED EMPLOYEES (ACE)

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

November 1, 2021 - October 31, 2024



PREAMBLE

This *Agreement* is made and entered into this 6 day of May 2024 between the Board of Trustees of the Foothill-De Anza Community College District, hereinafter referred to as the District, and Association of Classified Employees, hereinafter referred to as ACE.

The purpose of this *Agreement* is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

Foothill-De Anza Community College District

By: Lee Lambert
Lee Lambert (May 29, 2024 19:04 PDT)

Lee Lambert, Chancellor

By: Patricia J Hyland

Patricia Hyland, Acting Vice Chancellor of Human Resources and Equal Opportunity

By: R4
Rocio Chavez (May 29, 2024 12:25 PDT)

Rocio Chavez, Associate Vice Chancellor, Human Resources

**Association of Classified Employees
Negotiations Team Members**

By: Bradley Booth
Bradley Booth (May 29, 2024 11:23 PDT)

Bradley Booth, ACE Counsel

By: Stacey Carrasco
Stacey Carrasco (May 29, 2024 11:47 PDT)

Stacey Carrasco

By: Chris Chavez
Chris Chavez (May 21, 2024 15:12 PDT)

Chris Chavez

By: Joseph Gilmore
Joseph Gilmore (May 21, 2024 15:26 PDT)

Joseph Gilmore

By: Keri Kirkpatrick
Keri Kirkpatrick (May 21, 2024 14:37 PDT)

Keri Kirkpatrick

By: Andrea Santa Cruz

Andrea Santa Cruz

By: Chris White

Chris White

By: Scott Olsen

Scott Olsen

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ARTICLE 1
RECOGNITION AND EFFECT OF AGREEMENT

- 1.1 The District hereby recognizes ACE (herein referred to as the Union) as the exclusive bargaining representative in ACE for all classified workers holding those positions listed in Appendix E and all classified hourly workers holding those positions listed in Appendix E.1. All newly created positions, except those that are faculty positions or which are Blue Collar or skilled trades and crafts (Unit A) or are designated by the PERB as management, supervisory or confidential positions shall be assigned to the bargaining unit. The bargaining unit may be expanded to other classes by mutual agreement of the District and the Union subject to the rules of the PERB.
- 1.2 This *Agreement* shall supersede any rules, regulations, policies or practices of the District. In the absence of specific provisions of this *Agreement*, the adoption or modification of rules, regulations, policies, and practices is discretionary with the District; provided, however, the District shall notify ACE prior to any implementation, and shall afford sufficient time to negotiate over the effects of such a change, or to meet and confer.
- 1.3 If any provision of this *Agreement* is held invalid by any court of competent jurisdiction, 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.
- 1.4 This *Agreement* expresses the entire understanding between the parties with respect to all matters within the scope of representation as defined by the 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.

ARTICLE 2
NO DISCRIMINATION

- 2.1 Neither the District nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against members of the bargaining unit because of the exercise of rights to engage in or refuse to engage in Union activities. The District shall not discriminate against a worker based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, gender identity, union activity or any other legally protected status, or on the basis of these perceived or based on the association with a person or group with one or more of these actual or perceived characteristics.
- 2.2 The District shall not discriminate against any member with regards to the application and administration of the terms of the *Agreement* on the basis of domicile, political affiliation or the exercise of any constitutionally protected right.
- 2.3 The District will not act in any arbitrary or capricious manner in regards to application of the terms of this *Agreement*.

**ARTICLE 3
UNION SECURITY**

3.1 Check off

To the extent permitted by law, ACE shall have the sole and exclusive right to have membership dues, initiation fees, or other fees as prescribed in its bylaws deducted by the District for workers in the bargaining unit.

3.2 Dues Deduction

3.2.1 The District shall deduct dues from the wages of all workers who are members of ACE on the effective date of this *Agreement*, and for whom ACE has certified to the District that the members have submitted dues authorization forms. Members shall have at least the minimum monthly dues deducted for any month in which they work in their classification.

3.2.2 The District shall deduct fees and dues from the wages of all workers who, after the ratification date of this *Agreement*, become members of ACE and for whom ACE has certified to the District that the members have submitted dues authorization forms.

3.2.3 ACE agrees to indemnify and save the District, its officers, employees, agents, representatives, Board of Trustees, and each individual Board member, harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with section 3.2 of this Article, subject to sections 3.2.4 and 3.2.5.

3.2.4 Upon initiation of any claim related to this section, the District shall immediately notify and forward the claim to ACE, to allow ACE an opportunity to resolve the matter prior to the District spending any resources in rendering a defense. If the action proceeds after attempts at an informal resolution, the District shall provide general non-privileged updates relating to the claim to ACE, upon request.

3.2.5 ACE shall, within ninety (90) days of receipt of a request following final disposition of the claim, pay to the District all costs associated with actions under this Article, that were solely caused because the District relied upon information provided by ACE relating to dues deductions.

3.3 Enforcement

3.3.1 Upon receipt of certification from ACE, the District shall deduct from each salary warrant due the worker in the bargaining unit, an amount determined by the Union. Any changes in amount which are made known to the District on or before the 10th day of the month for which the deduction is to be made, will be

charged. The District shall promptly remit the entire amount to ACE. The District shall have no other obligation with respect to the amount deducted pursuant to this article, whether express or implied.

3.4 **Voluntary Payroll Deductions**

Dues may not be deducted for any "employee organization" as defined in Government Code Section 3540.1 except for ACE. A worker may elect to have deductions of at least \$2.00 per item made from their monthly salary for the following:

- 3.4.1 Payment to tax-deferred annuities.
- 3.4.2 Payment to a credit union.
- 3.4.3 Purchase of government savings bonds.
- 3.4.4 Premiums for insurance sponsored by a professional association or the Union.
- 3.4.5 Contributions to any scholarship fund administered by the District or by the Union.
- 3.4.6 Contributions to a student loan fund or a student assistance fund administered by the District.
- 3.4.7 Contributions to the Foothill-De Anza Foundation.
- 3.4.8 Contributions to United Way. (Contributions to another charitable organization may be arranged providing at least twenty-five District workers agree to authorize deductions.)
- 3.4.9 Such other payments or contributions as may be mutually agreed upon by the District and the Union, provided that 25 or more workers agree to authorize the deduction.
- 3.4.10 Contributions to the Committee on Political Education (C.O.P.E.) administered by ACE.

3.5 **Unit Information**

The District shall provide the ACE with contact information for unit members as a list of the following information, with each field in its own column, for all bargaining unit members within five (5) business days of the last payroll date of September, January, and May as follows:

- a. First Name;
- b. Middle initial;

- c. Last name;
- d. Suffix (e.g., Jr., III);
- e. Preferred name;
- f. Job Title;
- g. Department;
- h. Primary worksite name;
- i. Work telephone number;
- j. Work Extension;
- k. Home Street addresses (incl. apartment #);
- l. Mailing address (if different);
- m. City;
- n. State;
- o. Zip Code (5 or 9 digits);
- p. Home telephone number (10 digits) (if available);
- q. Personal cellular telephone number (10 digits) (if available);
- r. Personal email address of the employee (if available);
- s. Hire date.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing ACE access to a secure electronic site within which the above information is available. Names, addresses, and telephone numbers will be provided only in those cases where privacy has not been requested.

The District shall provide a list of the names and information described above for all newly hired employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired. "Newly hired employee" means any full-time or part-time bargaining unit employee hired by the District who is still employed as of the date of the new employee orientation. It also includes all employees who are employed by the District (including those returning from layoff rehire list) whose current position has placed them in the bargaining unit represented by ACE.

ARTICLE 4
TEMPORARY WORK

- 4.1 Work that would normally be assigned to a member of the bargaining unit may be assigned to unrepresented temporary workers only under the following conditions:
- 4.1.1 Article 11.1 is not violated;
- 4.1.2 The work is:
1. seasonal, to cover peak work loads of not more than 6 weeks per quarter or a scheduled summer session; or
 2. intermittent, for not more than 45 days per year; or
 3. temporary, to cover special projects or assignments with a specific beginning and ending date; and assigned for a period not to exceed 195 days
 4. performed by Allied Health paraprofessionals such as Paramedic/EMT Assistants and Nursing Program Clinic Assistants used in an instructional capacity
- 4.2 Bargaining unit members who are currently employed as permanent workers may be considered for temporary, intermittent, seasonal and/or substitute work if:
1. the worker is currently employed less than full time;
 2. the worker is qualified to perform all of the functions of the position, and
 3. the assignment will not result in an increase in the worker's regular assignment or more than a full time position.
- 4.2.1 Permanent workers interested in temporary assignments including summer assignments, shall submit an online application with Employment Services for the Temporary Work Pool. ACE Chief Stewards and supervising managers will be granted access privileges to view applications. Workers are responsible for updating their online applications.
- 4.2.2 Supervising managers shall give primary consideration to qualified permanent workers who apply for temporary assignments. Summer temporary positions will be offered to interested academic day, 10-month, 11-month and less than full-time workers who perform comparable duties.
- 4.3 This Article shall not apply to workers hired as professional experts or substitutes in vacant positions under the provisions of the Education Code.

4.4 **Substitute Employees**

Substitute employees hired in vacant positions pursuant to Ed Code 88003 may be employed up to 90 days if the District is 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 ACE and the District, on a case-by-case basis.

ARTICLE 5 UNION RIGHTS

5.1 Communications

ACE shall have the following rights in addition to the rights contained in any other article of this *Agreement*:

5.1.1 The right of access at reasonable times to areas in which ACE members work as long as there is no disruption of work.

5.1.2 The right to use without charge institutional bulletin boards, mailboxes, the District mail system and other District means of communication for the posting or transmission of information or notices concerning ACE matters.

All communications for bulletin boards, mailboxes or the District email system must contain the date of posting or distribution and the identification of ACE, together with a designated authorization by the ACE President.

A copy of all communications shall be delivered to the Chancellor and to the Associate Vice Chancellor, Human Resources at the time of posting or distribution to ACE members.

5.1.3 The right to use without charge institutional facilities and equipment at reasonable times, upon clearance from the appropriate administrator. The reasonable cost of materials used and the cost of any damage to facilities and equipment shall be borne by ACE.

5.1.4 The right to receive one (1) copy of any budget or financial statement submitted at any time to the Board of Trustees and the right to examine public records relevant to the preparation of the annual District budget.

5.1.5 The right to receive a copy of the seniority roster.

5.2 Released Time

All ACE business, discussions and activities by ACE officials or members will be conducted during breaks or outside regular work hours, except for the following periods of released time provided by the District:

5.2.1 The ACE President shall be provided 100% of release time from their job for conducting business that pertains to ACE. Release time shall continue subject to mutual agreement of the parties.

5.2.1.1 None of the released time may be assigned to anyone other than the President.

- 5.2.2 ACE members other than the President: up to twenty (20) hours total per week of released time for conducting business that pertains to ACE
 - 5.2.2.1 The members shall be identified to the Associate Vice Chancellor, Human Resources by the ACE President prior to the use of any released time.
 - 5.2.2.2 If any identified member will use released time for four (4) or more hours in any week, the District will provide funding for a short-term employee to back-fill during the established released time of the identified member.
 - 5.2.2.3 The District and ACE acknowledge there may be times when additional release time for ACE members is appropriate for the direct representation of ACE employees. At such times, ACE may request additional released time for which ACE shall be responsible for the funding of a short-term employee to back-fill the released time of the identified member.
- 5.2.3 Members of the ACE Executive Board, except the President: up to four (4) hours each for a maximum of two meetings per month of the ACE Executive Board.
- 5.2.4 Six (6) stewards, to represent grievants in grievance resolution meetings and accompany employees to disciplinary meetings. ACE will notify the District of the six stewards each January and include the location of each assignment.
- 5.2.5 Eight (8) official ACE negotiators, for the purpose of meeting and negotiating with official District negotiators during regular work hours.
 - 5.2.5.1 In addition to the released time provided for participation in negotiations sessions with the District, one (1) hour of released time for preparation will be provided for each negotiator prior to each negotiations session and one (1) hour after each negotiations session. By mutual agreement, additional time may be arranged.
 - 5.2.5.2 The District will not provide funding for a short-term employee to back-fill during any part of the time scheduled for negotiations sessions or preparation when a negotiator is not scheduled to work.
 - 5.2.5.3 Use of released time shall not result in additional cost to the District for overtime pay.
- 5.2.6 The Associate Vice Chancellor, Human Resources will notify ACE of official District or college committees and how many representatives of ACE are authorized for each such committee. ACE will designate the representatives and notify the Associate Vice Chancellor, Human Resources. Time spent as a representative of ACE on official District or college committees is assigned time and shall not be regarded as released time.

- 5.2.7 ACE representatives shall have the right to released time for up to 120 hours annually to attend Union conferences *and* conventions.
- 5.2.8 One (1) representative designated by ACE, for the purpose of preparing materials regarding ACE for new-employee orientation: up to four (4) hours of released time annually.
- 5.2.9 Release time shall be scheduled in advance with the supervisor by mutual agreement. An employee shall not leave their work location for released time without the prior approval of the supervisor, manager, or Associate Vice Chancellor, Human Resources.
- 5.2.10 With the exception of 5.2.1 and 5.2.2, released time shall not be used at times when an adequate level of service cannot be maintained in the absence of the released employee. Use of released time shall not result in additional cost to the District for overtime pay.
- 5.2.11 ACE shall submit a tentative schedule for the planned use of released time to the Associate Vice Chancellor, Human Resources by December 31 and June 30 of each year. ACE shall monitor the use of released time to insure it is not exceeded and that it is used exclusively for authorized purposes. ACE shall provide a quarterly summary report to the Associate Vice Chancellor, Human Resources regarding the use of released time.
- 5.3 ACE may submit a request to purchase released time for specific members. If the request is granted, the cost of the purchase will be calculated by Human Resources. The time period is not to exceed 180 days. Payment for the purchased time must be submitted to Human Resources prior to the commencement of the released time.
- 5.4 The District will prepare the authoritative text of the Agreement, as may be amended, subject to approval by ACE. The District will place the Agreement on the District website.
- 5.5 **Union "Bug"**
- Union members shall have the right to include the Union label on all books, reports, brochures, stationery or other documents produced by the District in accordance with customary printing trade's practices unless the person ordering the printing marks an objection on the appropriate form.

ARTICLE 6 STEWARDS

6.1 Number

The District recognizes the right of the Union to designate up to 14 stewards and 14 alternates provided that an alternate will be released to perform the duties of a steward only when the steward is unable to perform those duties.

6.2 Notification

Once a year, the Union shall notify the Associate Vice Chancellor, Human Resources, with a copy to the supervisor, of the names of the stewards and alternates and the group they represent. If a change is made, the District shall be advised in writing of such change.

6.3 Leaving Their Assignment

After notifying their immediate supervisor, the steward shall be permitted to leave their normal work during reasonable times in order to assist in informal resolution of potential grievances and in investigation, preparation, writing, and presentation of grievances. The stewards shall advise the supervisor of the grievant of their presence. The steward is permitted to discuss any problem with all workers immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure, if possible on an informal basis.

6.4 Emergencies

If, due to a bonafide emergency, an adequate level of service cannot be maintained in the absence of a steward where they are requested to assist, the steward shall be permitted to leave their normal work only after the emergency no longer exists.

6.5 Authority

Stewards shall have the authority to file grievances as specified in Article 12, Section 12.2.2.

**ARTICLE 7
EMPLOYMENT PRACTICES**

7.1 Probationary Employment

7.1.1 Workers and classified hourly employees who are employed for the first time or are re-employed by the District in a new classification serve probation for a period of 6 months or one-hundred thirty (130) days of paid service, whichever is longer from the date of employment or re-employment as probationary workers. At the end of the second and fifth months of employment workers will receive written evaluations of their work and their progress towards permanency. Classified hourly employees are evaluated at the end of the third month of employment.

A probationary worker may be released at any time that the supervising manager and the Office of Human Resources determine that the worker's performance is unsatisfactory. The notice of release will be presented to the worker in writing with a copy to the Union. The probationary worker shall receive five (5) days pay. These five days do not extend the probationary period.

7.1.2 Promotional Probationary Period: For a permanent worker who changes job classification due to promotion (except as noted in Section 7.5), probation shall be for six months, unless the worker is released from the new job before this time. At the end of the second month on the new job, the worker shall receive a written evaluation of their performance and progress towards permanency. The worker retains permanent status in their prior classification and is only probationary in the new job. If released from the new job during the six-month probationary period, the Associate Vice Chancellor, Human Resources shall assign the worker to a position in the class in which they hold permanency. They will be reinstated as a permanent worker, and seniority at the higher position shall be credited to seniority in the lower class. Workers who successfully complete probation shall have their annual step date adjusted to reflect the six-month probationary period.

7.2 Recommendation for Permanency

During the month before a worker completes their probationary period, they will be reviewed for advancement to permanency. At this time, the District must determine whether to grant permanency. The supervising manager will review all of the worker's evaluations in reaching this determination.

7.2.1 If the supervising manager decides that employment will be continued, permanency will be recommended in writing through the regular evaluation form and will be approved by the supervising manager. This decision will be reviewed with the worker. Recommendation for permanency for a classified hourly employee will be made in writing through a letter from the supervising manager. The recommendation will be forwarded to the Office of Human Resources.

- 7.2.2 If the supervising manager does not recommend that the worker or classified hourly employee be granted permanency, employment shall be terminated.
- 7.2.3 Once the worker has been granted permanency, they may only be dismissed for cause. (See Article 16, Disciplinary Action.)
- 7.2.4 A permanent worker remains subject to layoff for lack of work or lack of funds in accordance with seniority and displacement rights, if any. (See Article 11, Section 11.1, Layoff.)
- 7.2.5 The permanent status of a worker who changes job classification by movement on a promotional ladder shall not be affected,

7.3 **Orientation and Professional Development Training**

- 7.3.1 The District shall provide an orientation program for all new workers, which shall include a scheduled time for a presentation by a designated ACE representative. ACE shall provide all materials for its presentation.
- 7.3.2 Professional Development Training: Each supervising manager or department head develops procedures whereby a worker or a classified hourly employee receives training in the job assignment and is encouraged to learn the complete function of the department. Professional Development training classes are organized when needed and all workers and classified hourly employees are encouraged to participate in such training.
- 7.3.3 Outside Courses: Workers are encouraged to enroll in outside courses in order to increase job knowledge and efficiency. Workers are also encouraged to attend conferences appropriate to their positions. (See Professional Growth Award, Section 8.5.)

If a worker and the supervising manager can make mutually agreeable arrangements for making up lost time, a worker may enroll in a class, typically on one of the campuses, during normal working hours. If a supervisor recommends that a worker enroll in a specific class in order to improve efficiency in the present position, the District will reimburse the worker after the class has been completed for any fees and/or books required for the class. If a supervising manager requires a worker to enroll in a class, the worker will receive released time for attendance if necessary and reimbursement for all fees and/or books required for enrollment in the class.

7.4 **Transfer**

A transfer is a non-disciplinary change in a permanent employee's work assignment to another workstation within the same classification or to a position in another classification at the same or lower salary range as the current salary range placement of the employee.

7.4.1 **Voluntary Transfers**

Requests: Transfers may be initiated by an employee. This section (7.4.1 and subsections) addresses employee-initiated transfers only.

Salary: Transfers will be allowed only when the new work assignment will call for a salary range placement equal to or lower than the current salary placement of the employee.

A voluntary transfer to a lower classification may result in a salary reduction and no "Y-rating" adjustments shall be allowed. The employee shall be placed on a salary step in the lower range which corresponds in credit for years of service to that which was provided in the higher range. However, in no case shall the new pay level exceed the maximum salary for the lower classification.

Eligibility: No employee shall be considered for transfer to a new position, unless the employee meets the minimum requirements of the proposed new assignment, and has successfully completed probation in the current assignment.

Employees interested in transferring will sign up to receive email blasts of available opportunities. Employees shall have five (5) business days to indicate their interest in the position by submitting the required documents, such as a resume and cover letter, in accordance with the established procedure. This will not increase the three weeks of posting for new positions.

Human Resources will release internal applicants to the hiring committee after five (5) business days. The hiring committee for the internal hiring process will consist of the hiring manager, an ACE member appointed by ACE, and an EEO representative designated by Human Resources. The District may add additional members when deemed appropriate.

If the transfer is agreeable to the hiring manager and employee, the change in assignment shall be made as soon as it is practically possible, but in no case may it be delayed longer than fifteen (15) working days after the Office of Human Resources has been notified officially by the supervising manager that a worker has been selected for transfer.

An employee who transfers voluntarily to another position under the above process will serve a six (6) month probationary period and be evaluated in the same manner as a new employee. The worker retains permanent status in the District and is only

probationary in the new job. If they are released from the new job during the six-month probationary period, the Associate Vice Chancellor, Human Resources shall reinstate the worker in the formerly held position, if available, or a position in the class in which they have permanency.

7.4.2 **Administrative Reassignment**

Request: 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.

Process: The supervisor will explain to the worker prior to the transfer the hours of work, location, immediate supervisor's name, and reasons for transfer. When a worker is transferred from one position in the District to one which is under a different supervising manager, the two supervising managers 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 supervising manager that a worker is being transferred.

7.4.3 Transfers shall not be used as a form of discipline.

7.5 **Promotion**

Promotion is the selection of a worker, through the employment process, for a vacant position in a higher classification.

7.5.1 **Selection for Promotion**

- a. In order to be promoted a worker must apply for the position during an open and public recruitment, unless there is an opportunity for promotion due to the requirements of 5 CCR 53021(c) being met.
- b. District workers 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. Eligibility: No employee shall be considered for promotion to a new position, unless the employee meets the minimum requirements of the proposed new assignment, and has successfully completed probation in the current assignment.

- d. Employees interested in promotion will sign up to receive email blasts/job alerts of available opportunities. This will not increase the three weeks of posting for new positions.

7.5.2 **Placement and Movement upon Promotion**

- a. A worker 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 not to be higher than the top step.
- b. The move to the new position shall generally be within 10 working days. In any event, the effective date of the promotion shall not be delayed more than 10 working days. In unusual circumstances where the movement of the worker would cause particular hardship for the department losing the worker, the supervising managers may delay the movement by mutual agreement beyond the 10-day guideline.
- c. Promotional Probationary Period: For a permanent worker who changes job classification due to promotion (except as noted in Section 7.2.5), probation shall be for six months, unless the worker is released from the new job before this time. At the end of the second month on the new job, the worker shall receive a written evaluation of their performance and progress towards permanency. The worker retains permanent status in the District and is only probationary in the new job. If they are released from the new job during the six-month probationary period, the Associate Vice Chancellor, Human Resources shall assign the worker to a position in the class in which they hold permanency. They will be reinstated as a permanent worker, and their seniority at the higher position shall be credited to their seniority in the lower class. Workers who successfully complete probation shall have their annual step date adjusted to reflect the six-month probationary period.

7.6 **Reorganization**

Reorganization is a change in the composition of a work group, not including individual transfers, and is done in response to the need to improve processes and streamline procedures. Reorganizations can result in the elimination of positions or classifications, creation of new positions or classifications, merging or separation of departments, and/or redistribution of work duties. Reorganizations shall be recommended by management and handled through the normal meet and confer process.

- 7.6.1 When a supervising manager plans to reorganize their department, the District shall notify the Union and the appropriate Chief Steward in writing prior to implementation to provide for an opportunity to meet and confer. This notification shall include: the proposed changes; impact, if any, on workers; date of proposed

implementation; and the reason for the change. If the Union does not respond within 15 working days, the changes shall be implemented as proposed.

7.6.2 If there is a request to meet, the parties shall meet and confer over the impact of the proposed reorganization. When appropriate, such discussion shall include identification of tasks and priorities by position. If no agreement is reached regarding job classification, the parties will use the appeal procedures of Article 15, Sections 15.5 and 15.6.

7.6.3 It is understood that reorganizations may result in reclassifications of filled or vacant positions, reassignments, schedule changes, and promotions. No reorganization shall take place without this process.

7.7 **Work Year**

All workers in the bargaining unit shall be employed as 12-month, 11-month, 10-month, academic-day or academic day plus summer session workers.

7.7.1 The work year for each 12-month worker shall be 12 months every fiscal year.

7.7.2 The work year for each 11-month worker shall be 11 months every fiscal year with the worker in non-paid status for four consecutive weeks or one month between the last day of the spring academic term and the first day of the fall academic term. Selection of the specific period during which an 11-month worker is to be in non-paid status shall be determined by mutual agreement between the worker and their supervising manager based on program needs or, if a mutual agreement cannot be reached, by the reasonable needs of the District determined by the President or the Chancellor for Central Services.

In the event that either the District or an eleven (11) month worker wishes to have the worker's unpaid time off taken at a time other than that provided for in this section, the consent of the District, the worker and the Union is required no later than six months prior to implementation of the leave. Accommodation of any such request shall not result in a reduction in contract for any position(s) in that department.

7.7.3 The work year for each 10-month worker shall be 10 months every fiscal year with the worker in non-paid status for eight consecutive weeks or two months between the last day of the spring academic term and the first day of the fall academic term. Selection of the specific period during which a 10-month worker is to be in non-paid status shall be determined by mutual agreement between the worker and their supervising manager based on the needs of the program or, if a mutual agreement cannot be reached, by the reasonable needs of the District as determined by the President or the Chancellor for Central Services.

In the event that either the District or a ten (10) month worker wishes to have the worker's unpaid time off taken at a time other than that provided for in this section, the consent of the District, the worker and the Union is required no later than six months prior to implementation of the leave. Accommodation of any such request shall not result in a reduction in contract for any position(s) in that department.

7.7.4 The work year for each academic-day worker shall be 176 days of the academic calendar. Each academic day worker shall be paid as a 10-month worker but only for days worked, for each of the holidays that falls between the first day of the fall academic term and the last day of the spring academic term, and for each day of earned vacation, which must be taken between the beginning of the fall academic term and the end of the spring academic term.

7.7.4.1 The work year for each academic-day plus summer session worker shall be 176 days of the academic calendar year plus the appropriate summer session.

7.7.5 Any 11-month, 10-month, or academic-day worker whose contract is extended beyond the worker's regular work year shall be paid a pro rata amount for the additional time worked and shall accrue benefits for the additional time worked at the worker's normal rate of accrual.

7.7.6 When an 11-month, 10-month, or academic-day contract has been extended for 2 consecutive years, the District and the Union shall meet and confer to determine whether the contract should be extended permanently.

7.7.7 All 11-month, 10-month, and academic-day workers including academic-day plus summer session workers shall earn pro-rated vacation leave, sick leave, and service recognition awards, and shall receive all paid benefits. To have paid benefits continue during the summer months each 11-month, 10-month, and academic day worker must file a statement with the Associate Vice Chancellor, Human Resources setting forth the worker's intent to return to work and, for 10-month and 11-month workers, the weeks during which the worker will be in non-paid status. The Office of Human Resources shall send out required forms to each affected worker no later than May 15.

7.8 **Termination**

7.8.1 **Notice of Resignation**

A worker who wishes to leave the service of the District in good standing must file with the Board of Trustees through the supervisor a written resignation giving the District reasonable notice of the last date of service. The Chancellor or designee is authorized by the Board to officially accept the resignation of any worker. The resignation of the worker shall be final and effective at the time of receipt by the Chancellor or designee.

7.8.2 **Abandonment of Position**

If a worker is absent for three working days without leave or without having notified their supervisor, the absence will be an automatic resignation from the District. A worker may request reinstatement from such a resignation. If the District has given the worker written notice of the automatic resignation, any request for reinstatement must be filed with the Associate Vice Chancellor, Human Resources within 15 days of this notice. Reinstatement may be granted only if the worker makes a satisfactory explanation of the cause of their absence and for failure to notify their supervisor. Reinstatement will be determined by the supervising manager in consultation with the Associate Vice Chancellor, Human Resources or their designee.

7.8.3 **Paid Benefits and Leave Credit upon Termination**

A worker 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.

7.9 **Reemployment**

If a former classified worker is re-employed within one calendar year of the last date of the former period of employment with the District and they left the District for any reason other than resignation, dismissal for cause or abandonment of position, they shall regain hours in paid status for seniority purposes, accumulated sick leave, unused personal leave, and former vacation status. A former worker is re-employed in probationary status in accordance with Section 7.1. A worker re-employed in the same classification shall be placed at their former step on the salary schedule.

If a former classified worker is re-employed within 39-months after the effective date of their voluntary resignation, the District shall disregard the break in service of the employee and restore to the employee all of the rights, benefits and burdens of a permanent employee in the class to which they are reinstated or reemployed.

7.10 **Evaluation of Performance**

Evaluations of worker performance are made on a regular schedule (see Sections 7.1.1 and 7.2). After successful completion of the probationary period, classified hourly employees shall be evaluated at least once in each 24-month period. The evaluation process serves as an opportunity for both the worker and the administrator to clarify expectations and goals for performance of the worker's job duties and responsibilities. The evaluation is a written assessment of the worker's performance and enhances communication between the worker and administrator.

The performance evaluation should communicate performance standards for the position and encourage growth and development/improvement of performance for the future. Each

evaluation must be signed by the supervising manager and the worker to indicate that it has been discussed. The worker may comment in writing on the evaluation form (within 10 days of receipt of evaluation), which then is filed in the official personnel file.

7.10.1 Responsibility for Performance Appraisals: Performance appraisals shall be prepared and presented by the worker's immediate supervisor/manager.

7.10.2 Performance Appraisal Process: Performance appraisal reports shall be written on forms provided by the District and shall be signed by the person making the appraisal. The worker shall sign the report as evidence of their knowledge of its contents. A copy of the report shall be maintained in the official personnel file.

7.10.3 Any negative documentation will be shared with the employee prior to inclusion in any performance evaluation.

7.10.4 The Associate Vice Chancellor, Human Resources shall hold the performance appraisal for ten (10) working days before filing it. If a response is submitted within ten (10) working days of the appraisal, the Associate Vice Chancellor, Human Resources, prior to the materials being placed in the worker's personnel file, will review both the response and the appraisal. However, a written response may be submitted at any time and directly placed in the personnel file.

7.10.5 Salary Impact Review: Any worker who has their advancement withheld due to their performance evaluation may request a review by the Associate Vice Chancellor, Human Resources of the appraisal. The Associate Vice Chancellor, Human Resources shall meet with the worker and the worker's ACE representative and issue their decision.

7.11 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 worker. Information from the employment records of a classified worker shall not be released outside of the District without the consent of the classified worker 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 worker.

The Office of Human Resources maintains a complete file of records on each classified worker of the District. Except for routine records, no items will be placed in a personnel file without the knowledge of the worker. A worker 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 worker or the Union may receive a photocopy of any item on request. Each person's folder will normally contain the following items:

- 7.11.1 The original application form;
- 7.11.2 Records of all job classifications, assignments and pay changes;
- 7.11.3 The original copies of all evaluations;
- 7.11.4 Copies of garnishments and other legal papers processed by the District;
- 7.11.5 Changes of name or address;
- 7.11.6 Other pertinent data concerning the worker.

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

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

An official personnel file of each worker shall be maintained in the District Office of Human Resources. Any working files kept by any supervising manager may contain material that is appropriate to day-to-day supervision. However, no adverse action of any kind shall be taken against the worker based on materials which are not in the official personnel file. Information in the supervising manager'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 worker 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 their 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 worker shall have the right at any reasonable time and without loss of pay to examine and/or obtain copies of any material from their personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to their employment.

All derogatory materials except official evaluations and court orders if the worker so requests, shall be removed from the worker's personnel file and destroyed after remaining in the file for a period of two 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.

7.12 **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, within a reasonable amount of time. 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.

7.13 **Change of Address**

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

7.14 **Tuberculosis Examination**

Each new worker of the District must provide written evidence that they have been examined or completed a risk assessment for tuberculosis within 60 days before the beginning of work. The worker may not begin work unless they submit acceptable documentation signifying freedom from active tuberculosis.

In order to continue employment with the District, each worker must provide evidence of a risk assessment or skin test demonstrating freedom from tuberculosis every four years. The District will pay the cost of examinations if they are conducted in institutions specified by the District.

Any worker found to have active tuberculosis shall be placed on leave of absence, subject to the usual sick leave and income protection insurance benefits. The worker shall not return to duty until a certificate signed by a physician is presented, stating freedom from active tuberculosis.

7.15 **Employment Vacancies**

7.15.1 **Posting of Notice**

- a. Notice of all position vacancies shall be posted on the District's Human Resources web site (hr.fhda.edu), the District Office and mailrooms at Foothill College, De Anza College and the Sunnyvale Campus.
- b. Each notice of vacancy shall remain posted for at least 7 calendar days and until the position has been filled.
- c. A worker on leave or layoff may request to receive a copy of a Position Announcement by mail if they so request of the Associate Vice Chancellor, Human Resources before the beginning of the leave or layoff.

7.15.2 **Form of Notice**

A Position Announcement shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range and deadline for filing to fill the vacancy.

7.15.3 **Application**

A worker may apply for any vacant position by submitting application materials outlined on the official position announcement to the Office of Employment Services within the specified application period. A worker on leave or vacation may authorize a Union representative or steward to apply on the worker's behalf.

7.16 **Classified Hourly Positions**

7.16.1 **Definition and Scope**

- a. Classified hourly positions provide services to students that cannot be provided via a regular classified position. These services are needed on an on-going basis throughout the calendar year for a limited number of hours each week.
- b. All positions have a minimum number of hours per day (1) and days per week (1) when work is available, and a maximum number of hours. The number of hours may vary from quarter to quarter but at no time will the hours for the position itself exceed the maximum as identified in the job description, except as noted below in 7.16.2 Assignments. No notice of reduction will be required when hours decrease. Classified hourly positions

do not perform the work of regular classified positions eliminated through budget reductions or reorganization.

- c. The District may establish additional classified hourly positions in accordance with the definition. Prior to recommending a new classified hourly position to the Board the District will meet with ACE to explain how the new position complies with the definition. The classification and salary will be negotiated in accordance with the contract.
- d. Classified hourly employees are covered by all of the provisions of this *Agreement* unless specifically noted.
- e. The District and the Union agree that the following positions are not included as classified hourly positions and the District has the right to continue to hire these positions as temporary, short-term positions:
 - 1. Seasonal positions such as cashiers, registration assistants, theater production assistants, etc. who will be employed for no more than six (6) weeks per quarter.
 - 2. Assignments for fewer than 45 days each year (e.g. Short Course instructors, Interpreters, etc.)
 - 3. Allied Health paraprofessionals such as Paramedic/EMT Assistants and Nursing Program clinic Assistants used in an instructional capacity
 - 4. Short term and temporary employees for limited projects with a clear beginning and end date.

7.16.2 **Assignments**

- a. When there are more active classified hourly employees in a particular classification than assignments available, assignments will be made on the basis of seniority.
- b. Classified hourly employees who do not accept an assignment during an academic quarter must request an unpaid leave of absence or resign.
- c. Summer assignments shall be made on the basis of seniority provided the employee meets the minimum qualifications for the assignment. Classified hourly employees who do not wish to receive summer assignments shall notify the appropriate administrator. Such action shall have no negative effect on employment status.

7.17 **Contracting Out**

During the life of this Agreement, the District will not contract out bargaining unit work except in accordance with existing State laws and regulations after consultation with the Union. Should there be a significant change in the laws governing contracting out of services or programs, either party may request to reopen this article.

7.18 **Mutual Respect**

The District and the Union support a working environment in which all workers can work in an atmosphere of mutual respect and trust. In the event that either party identifies a specific incident in which an individual or group of individuals believes that they have not been treated respectfully, the District and the Union will meet to discuss the issue and determine an appropriate course of action.

Complaints brought forward under this provision and the actions taken to resolve the issues, shall not be grieved under the provisions of Article 12 of this *Agreement*.

**ARTICLE 8
PAY AND ALLOWANCES**

8.1 Pay Period

All workers shall be paid for the calendar month with checks available on the last working day of each month. The monthly time report for each worker covers the period from the 15th of the month through the 14th of the month following.

If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. If the normal pay date falls on a Saturday or Sunday, the paycheck shall be issued on the preceding workday.

8.2 Salary Schedule and Salary Schedule Placement

New workers are automatically placed on the first step of the salary range of the job classification they are assigned. Under unusual circumstances the Associate Vice Chancellor, Human Resources may place a worker with successful experience in a similar position on the second step of the salary range. This placement may be made only after consultation between the supervising manager and the Associate Vice Chancellor, Human Resources. In addition, the Chancellor has the authority to determine special cases of step placement within the salary ranges. If the Chancellor exercises this authority and places a new worker above step 2, the Associate Vice Chancellor, Human Resources shall notify the Union of the action.

Classified hourly employees shall be placed on the first step of the salary range of the job classification they are assigned. Classified hourly employees are paid for hours actually worked as reflected on the time sheet submitted each month.

Each permanent or probationary classified worker shall be paid in accordance with their placement on the salary schedule as prescribed in Appendix C.

8.3 Advancement on Salary Schedule

A worker will advance to the next step of the salary schedule on the first of the calendar month following the completion of the first six months of service, provided that they have received from the supervising manager a "good solid performance" rating. If the worker's supervising manager has not completed the evaluation and given a copy to the worker by the date when the worker is scheduled to receive the step increase, the increase shall be granted automatically.

A classified hourly employee will advance to the second step of the salary schedule on the first of the calendar month following the completion of one year of service provided that they have received from the supervising manager a “good solid performance” rating. If the employee’s supervising manager has not completed the evaluation and given a copy to the employee by the date when the employee is scheduled to receive the step increase, the increase shall be granted automatically.

A worker's first month of service will be the month during which they begin work providing they render service before the 11th of the month. In all other cases, the worker's first month of service will be the calendar month following the date on which they begin work.

A worker will advance to subsequent steps as they complete an additional year of service with a satisfactory rating on the annual evaluation. A classified hourly employee will advance to subsequent steps as they complete an additional two years of service with a satisfactory rating on the bi-annual evaluation. A year for 12-month workers is 12 months; for 11-month workers, 11 months; for 10-month workers, 10 months; for academic- day workers, the academic year. However, if the worker's supervising manager does not complete the annual evaluation and give a copy to the worker by the date the worker is scheduled to receive the step increase, the increase shall be granted automatically. A worker's anniversary date for salary increments shall be the anniversary of their first month of service after completing six months in a class. The anniversary date for a classified hourly employee shall be the date of hire in the classified hourly position. Any month during the worker's work year during which they are not in paid status will not count toward the anniversary date and will advance it by one month. A worker who demonstrates exceptional ability and diligence as a worker of the District may be given double advancement on recommendation of the supervising manager and with approval of the Associate Vice Chancellor, Human Resources, the President, or the Chancellor.

8.4 **Longevity**

Longevity increments are awarded to acknowledge continued employment with the District. A worker is eligible to receive a longevity increment after all the following criteria have been met.

- 8.4.1 The worker has completed at least seven (7) consecutive years of service with the District.
- 8.4.2 A worker is eligible for a maximum of four (4) longevity increments, one after the completion of the eighth year, one after the completion of the thirteenth year, one after the completion of the eighteenth year, and one after the completion of the twenty-third year.
- 8.4.3 When all requirements have been met for receiving a longevity increment, the effective date for the increase shall be the first day of the anniversary month.

8.4.4 The increments will be paid at the completion of the year as follows:

Eighth Year	\$130 per month
Thirteenth Year	\$140 per month
Eighteenth Year	\$150 per month
Twenty-third Year	\$170 per month

8.4.5 A classified hourly employee shall be eligible to receive longevity increments on a pro-rata basis after completing at least seven (7) consecutive years of service with the District.

A classified hourly employee is eligible for a maximum of four (4) longevity increments, one after the completion of the eight year of service, one after the completion of the thirteenth year of service, one after the completion of the eighteenth year of service and one after the completion of the twenty-third year of service. The effective date for the increase shall be the first day of the anniversary month.

The pro-rata payments are based on the following increments to be paid at the completion of the year as follows:

Eighth Year	\$130 per month
Thirteenth Year	\$140 per month
Eighteenth Year	\$150 per month
Twenty-third Year	\$170 per month

8.4.7 The SRA Program will end and all workers will be moved into the Longevity Program effective January 1, 2000.

8.5 **Professional Growth Award**

Effective July 1, 2017, the maximum payment for Professional Growth Awards shall be \$1080 per year, at the rate of \$90 per month for each month of contracted assignment, for all workers who meet the requirements. A worker is eligible for a maximum of 12 awards or \$12,960 in Professional Growth Awards. Although only workers who have successfully completed their initial probation period are eligible to apply, the award does not depend upon longevity in a position but on the successful completion of and participation in activities designed to enhance and update performance through continuing education and involvement in professional organizations and associations, to improve the capabilities of the worker during the period of employment with the District.

A worker who wishes to fulfill the criteria for the Professional Growth Award shall file an application with the Professional Growth Review Panel. The Review Panel shall assign hours for each course or activity. For every 200 hours accumulated, the award shall be made and the change in salary shall be effective on the first of the month following the final acceptance of verification by the Review Panel. Two years of service in paid status after the last award is given, a worker is eligible for another award. Those workers who received a Professional Growth award prior to the existing program shall continue to receive that award.

Details of the plan are in Appendix B. Application forms for approval of courses and activities shall be available in the Office of Human Resources and from members of the Professional Growth Review Panel.

The Professional Growth Award is awarded independently of Longevity and is based on growth beyond normal requirements of the position through specific efforts during the period of employment. Changes to this award become effective the first of the month following ratification of this contract.

Classified hourly employees are not eligible for Professional Growth Awards.

8.6 **Exempt Positions**

No worker in the bargaining unit shall be in an exempt status for overtime purposes.

8.7 **Shift Differential Pay**

8.7.1 **Swing and Grave**

A full-time worker whose normal workday extends after 9:00 p.m. shall be entitled to the swing shift differential of 4 1/2% of worker's base pay. Any full-time worker whose normal workday extends after 5:00 a.m. shall be entitled to the graveyard differential of 6% of worker's base pay. Part-time workers in the bargaining unit who have a normal workday of six hours or more shall be eligible for a shift differential of \$50.00 per month.

A worker who works swing or graveyard shifts for more than half of the working days of the month shall receive differential pay for the month. The half-hour allotted for lunch period during the swing and graveyard shifts shall be considered as part of the eight-hour working day.

8.7.2 **Weekend**

The usual workweek for unit members shall be Monday through Friday. Premium pay at \$75 per month shall be paid to any full-time worker:

- a. Whose regular work assignment falls outside of the usual work week; and
- b. Who performs their duties outside of the usual workweek without regular supervision.

8.8 **Working Out of Classification**

8.8.1 A worker who is required to work in a position in a higher salary range than the regularly assigned position for more than 5 working days in any 15-calendar day period shall be paid on the appropriate salary range for the position temporarily filled. The worker shall be paid at the higher of:

- a. Step A; or
- b. the step that yields an increase equivalent to one step above the salary the worker would have been earning in their regularly assigned position if they had not been required to work out of class or 5% whichever is greater.

8.8.2 To qualify for out of class pay, a worker must:

- a. temporarily assumes all duties and responsibilities of a higher classification when a position in that classification is temporarily vacant and the worker is substituting for the absent incumbent of the position: 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.

8.8.3 Assignments under Section 8.8.2 shall have an agreed upon beginning and ending date. Normally, a working out of class assignment shall not exceed 12 months; however, under certain circumstances the District may extend the working out of class assignment up to 12 additional months. If the assignment goes beyond the original 12 months, the assignment may be offered to another qualified employee or the same employee, who may continue in the assignment. Workers who are assigned work out of class that exceeds a twelve (12) month period shall receive a step increase on the salary schedule for the out-of class position in which they are working. In the event that the employee working out of class is eventually hired in to the regular/permanent position, the employee shall be credited seniority equal to the period of service in the working out of class assignment. Working out of class assignments may extend past the 24 month period provided that the District and the union agree to such assignment. The District shall notify ACE within 15 days of knowledge of the assignment.

8.9 **Travel Expenses**

Travel expenses while on business of the District must be submitted on a travel expense form and approved by the appropriate supervising manager. Expenses for conferences

must be approved by the appropriate supervising manager. If a worker is assigned to more than one campus or to one campus and an off-campus facility (such as a hospital) as part of the contract obligation, the worker is entitled to reimbursement for expense of travel between facilities if the assigned duties require the worker to be present at both facilities during the same day. Since it is the responsibility of the worker to transport themselves to and from the place of employment, the mileage reported for computing travel expense shall be the length of the trip one way between the two facilities, unless the work schedule requires a round trip during the same day. Meals and lodging expense shall be reimbursed in the amount and manner customary for all workers of the District. Travel expense forms should be sent to the Accounting Department.

8.10 **Seniority**

Seniority in the District begins to accrue from the first day in paid status as a probationary worker. Seniority is measured in hours actually worked within a classification.

If a worker believes that their seniority is in error, prior to filing a grievance, they may request a meeting with the Associate Vice Chancellor, Human Resources and may be accompanied by their steward.

**ARTICLE 9
HOLIDAYS AND VACATIONS**

9.1 Holidays

There are eighteen paid holidays each year including all legal school holidays. These include the holidays listed below as designated for each school year. Workers 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
- Friday before Labor Day
- Labor Day
- Veterans Day
- Thanksgiving (2 days)
- Christmas Eve
- Christmas Day
- Day after Christmas
- December Holiday (2 days)*
- New Year's Eve
- New Year's Day
- Dr. Martin Luther King, Jr. Day
- Lincoln's Day
- Washington's Day
- Memorial Day
- Juneteenth

* Effective July 1, 2017 academic year, it is the District's desire to be closed for business from Christmas Eve through New Year's Day.

When the holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed on the preceding Friday unless another day is provided for by the Education Code or agreed upon by the parties. When a holiday falls within a worker's vacation, the holiday will not count as a day of vacation. Workers may use personal necessity leave time for observance of their religious holidays providing such absences are approved in advance by the supervisor or the Associate Vice Chancellor, Human Resources.

To be eligible for holiday pay, a worker must be in paid status either the working day before or the working day following the holiday. In addition, each worker who is not regularly scheduled to work on the day on which the holiday falls shall be entitled to observe the holiday on another workday designated by the District unless the day is mutually agreed upon by the employee and the supervisor.

Classified hourly employees shall be eligible for pro-rata holiday pay as a percent of a full-time contract when the holiday falls on a regularly scheduled work day or if the

employee is in paid status on the day before or day after a holiday except that employees will be paid for the December 25 and January 1 holidays if they were in paid status during any portion of the work day of their normal assignment immediately preceding or following the holiday period.

If a worker is required to work on a holiday, the worker shall be compensated as follows:

9.1.1 The worker will receive pay at the regular hourly rate, and

9.1.2 The worker 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 supervisor.

9.2 **Vacations**

9.2.1 **Full-Time Workers**

No worker may use vacation time until the first of the calendar month after they have completed six months of employment in the District, and all hours of vacation credited to a probationary worker during their first six months of employment shall be contingent upon the worker's completion of six months of employment.

Therefore, probationary workers who leave the service of the District before completing six months of employment will receive no vacation pay. Terminating workers who have completed more than six months of employment will be paid for that portion of their earned vacation, which they have not used. When a worker terminates, the last day actually worked by the worker shall be the effective date of termination.

Full-time workers shall earn 6.66 hours of vacation for each calendar month (10 days per 12-month year) completed in the service of the District. If a worker joins the District staff after the tenth calendar day of the month, vacation will be prorated for the duration of the month.

Workers who have been continuously employed by the District for a period of three years shall, at the beginning of the fourth year, accrue vacation leave at the rate of 10 hours of vacation per month (15 days per 12-month year). Workers who have completed seven 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 (20 days per 12-month year). Workers who have completed thirteen years of employment with the District shall, at the beginning of the fourteenth year, accrue vacation leave at the rate of 16 hours of vacation per month (24 days per 12-month year).

9.2.2 **Full-Time, Eleven-Month, Ten-Month, and Academic-Day Workers**

Eleven-month, ten-month, and academic-day workers shall earn vacation leave in the manner specified on Section 9.2.1 within the limitations outlined in section 9.2.4.

9.2.3 **Part Time Workers**

Workers who work fewer than 40 hours per week are entitled to that proportion of vacation earnings granted full-time workers that is equal to the percent of a full-time contract.

9.2.4 **Classified Hourly Employees**

Classified hourly employees shall be eligible to accrue two weeks of paid vacation annually earned on a pro-rata basis and calculated on actual hours worked.

Accrual rates for classified hourly employees shall be based on twice the length of service required for full-time workers. That is, after six years of continuous employment by the District, at the beginning of the seventh year of employment classified hourly employees shall earn 15 days (3 weeks) per 12 month year; after 14 years of continuous employment by the District, at the beginning of the fifteenth year of service, classified hourly employees shall earn 20 days (4 weeks) per 12 month year; and after 28 years of continuous employment by the District, at the beginning of the twenty-ninth year of service, classified hourly employees shall earn 24 days per 12 month year. Prorating shall be in accordance with Articles 9.2.3 and 7.6.7.

No classified hourly employee may use vacation time until the first of the calendar month after they have completed six months of employment in the District and all hours of vacation credited to a probationary classified employee during their first six months of employment shall be contingent upon the employee's completion of six months of employment.

Vacation is taken in the year it is earned or in the following year. In no case shall a classified hourly employee accumulate more than two years of accrued vacation. When the accumulated vacation balance exceeds the limit, the classified hourly employee ceases to earn vacation until such time as the vacation balance is reduced below the maximum accrual.

9.2.5 **Accumulated Vacation Leave**

Vacation leave may be used in increments of not less than one hour. In the event that a worker has no appropriate leave available such as personal necessity leave or compensatory time, a worker may use vacation in one-hour increments.

Workers may accumulate a maximum of two years of accrued vacation. When the accumulated vacation balance exceeds these limits, a worker ceases to earn vacation until such time as the vacation balance is reduced below the maximum earnable. Workers who reduce their contract (partial unpaid leave, extended sick leave) have vacation accrual prorated by the percent of contract reduced.

A worker will be notified by a notice on their paycheck when they are within two pay periods of reaching their maximum vacation accrual for two years. If the worker is within two pay periods of reaching their maximum accrual of vacation, they will meet with the supervising manager to schedule vacation so that the worker does not lose any vacation to which they are otherwise entitled.

9.2.6 **Scheduling Vacation Leave**

Generally, each worker should be given a choice of time for vacation but the District reserves the right to schedule vacation leave at its convenience provided that every attempt is made to schedule vacation leave so that workers who choose to do so have at least five consecutive work days off and that such scheduling is not done in an arbitrary and capricious manner. Notwithstanding the District's right to schedule vacation leave, no worker who has received notice of layoff because of lack of work or lack of funds shall be placed on vacation leave without their consent during the 30 days immediately preceding the effective date of layoff.

In case two workers in the same group wish to take vacations at the same time, first choice of vacation time will go to the person with the longest service in the District. After a schedule has been set, if a worker wishes to change vacation time, they may do so only if the change does not require any other worker to change a scheduled vacation.

Normally, classified hourly employees in Academic Day only positions take vacation during scheduled breaks in the academic calendar including finals week.

If a worker becomes seriously ill or is injured during a scheduled vacation period, the worker may submit a signed statement from a physician that the worker was unable to continue the vacation and have the time deducted from earned sick leave. The balance of the vacation may then be rescheduled.

9.3 **Floating Leave**

Each full-time permanent worker shall be granted up to a maximum of 40 hours of paid leave per year as a floating leave. Permanent part-time workers who work fewer than 40 hours per week are entitled to that proportion of floating leave hours granted full-time workers that is equal to the percent of a full-time contract. Eligibility for floating leave begins on the first of the calendar month following six complete months of employment.

Floating leave may be used for planned absences for which other leaves (sick leave, personal necessity leave) are inappropriate, such as special family obligation (attending a family member's graduation or marriage ceremony) or celebrating a birthday or special occasion. The worker may, but is not required to, inform the supervisor of the purpose or nature of the request.

Floating leave is not cumulative, will not accrue from year to year, and must be utilized during the college year (July 1 – June 30) or will be lost. Floating leave has no cash-value, and any unused floating leave hours shall not be converted to other leave credits upon separation from service. Floating leave must be scheduled in advance with the supervisor, and must have the approval of the supervisor as evidenced by the supervisor's signature on the time sheet.

ARTICLE 10 LEAVES

10.1 Sick Leave

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

Each full-time worker of the District earns sick leave at the rate of eight hours per month. New workers employed after the 10th of the month shall have their sick leave pro-rated for that month. Workers including classified hourly employees who regularly work fewer than 40 hours per week are entitled to that proportion of sick leave granted full-time workers that is equal to the percent of a full-time contract. During extended sick leave, a worker ceases to earn sick leave beyond their potential entitlement for the current fiscal year but continues to earn vacation leave. There is no limit to the amount of sick leave which either full or partial contract workers may earn and accumulate from year to year.

Sick leave may be used in increments of one-quarter hour or longer. A worker has available for use all of their earned sick leave plus the balance of their full potential entitlement for the current fiscal year. The number of sick leave hours earned, the number used during the current fiscal year, and the worker's balance will appear on the check stub each month.

Sick leave may be used for appointments with doctors or dentists or up to seven days can be used for care of an ill member of the worker's immediate family (as defined in Section 10.15). Under certain circumstances approved by the Associate Vice Chancellor, Human Resources, sick leave can also be used for other reasons of personal necessity. (See Section 10.10.)

A worker 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 worker is not actually sick. Sick leave is not a "rest leave" unless so prescribed by a physician.

Whenever a worker is absent on sick leave for three or more working days or when a pattern of sick leave suggests a chronic illness, a medical report that outlines the nature of the problem and the probable date of full recovery may be required. If the information from the worker's personal physician is insufficient, an examination by a physician of the District's choosing may be required, at District expense.

Sick leave may be used by an employee who is a victim of domestic violence, sexual assault, or stalking as described by California Labor Code sections 230 (c) and 230.1 (a).

Any worker who transfers after at least one year of service from one school to another when no more than one year intervenes between termination in one district and employment in the other, should request that unused sick leave be transferred.

During any fiscal year a worker may convert up to 60 hours of earned sick leave credit in excess of 240 hours to vacation leave credit at the rate of six hours of sick leave credit for four 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 Associate Vice Chancellor, Human Resources and will be approved only if the vacation leave credit does not cause the vacation leave balance to exceed the maximum accrual allowed as defined in Article 9, Section 9.2.4. 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 30 days of the request for conversion unless the worker'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.

Disabilities caused or contributed to by pregnancy, childbirth, miscarriage, or abortions are considered as temporary disabilities for which sick leave may be taken. Any time that the physician states was lost because of inability to work will be counted as sick leave.

A woman who is pregnant may work until such time as determined by her physician that it is no longer safe for her to continue working. After childbirth she may return to work after obtaining a written statement from her physician that she is physically well enough to resume work.

Upon being declared by her physician as physically well enough to work, the woman ceases to be covered under sick leave. Leave taken after that time is considered as parental leave.

Each full-time worker shall be eligible for up to 30 days of paid leave to bond with a new child. The time off will be paid from the employees' accrued sick leave.

The minimum amount of sick leave that can be earned is 40 hours per year.

10.2 **Extended Sick Leave**

Each classified worker shall be entitled to extended sick leave for illness or injury at the end of all full-pay sick leave or at the end of 10 consecutive working days, whichever is later, and continuing for up to 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 full day for each working day of absence due to illness or injury.

A classified worker on extended sick leave shall be entitled to extended sick leave pay as follows:

10.2.1 For a full month's absence, an amount that equals $66 \frac{2}{3}$ percent of the worker's "basic monthly earnings" on the date they were first absent, to a maximum payment of \$6000 per month. "Basic monthly earnings" means $1/12$ th of the worker's annual contract salary.

10.2.2 For less than a full month's absence, an amount that equals an appropriate fraction of the extended sick leave pay calculated under 10.2.1. 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 worker shall be notified by the Associate Vice Chancellor, Human Resources that they may resign or apply for an unpaid leave due to disability. If such a leave is applied for, it may be approved for up to (5) months. If the worker fails to resign, retire, or apply for such a leave, or if the leave or an extension of a leave is denied, the worker shall be placed on a 39-month reemployment list. In any event, if the worker remains disabled beyond the period of extended sick leave, they shall receive long-term disability benefits under Article 18 in the manner prescribed in the District's long-term disability insurance policy.

10.3 **Sick Leave Donation**

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

10.3.1.1 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 a worker’s physician or other qualified medical practitioner.

10.3.1.2 The Vice Chancellor of Human Resources and the Chief Stewards by mutual agreement will verify the certification for eligibility. If the certification from the worker’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.

10.3.2 Donated leave must be in one-day increments (no less than 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 worker. 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.

10.3.2.1 The donated sick leave may be used only when the worker 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.

- 10.3.2.2 The Vice Chancellor of Human Resources shall be notified of solicitation of donations. Solicitations of donations may be made by the individual or their representative(s).
- 10.3.2.3 Donation of sick leave shall be authorized by a signed pledge form prepared by and filed with the District Office of Human Resources. In the event several workers donate sick leave, the sick leave shall be used in the order in which the signed pledge forms are filed with Human Resources.
- 10.3.2.4 If the worker does not use all donated sick leave, the sick leave shall be returned to the donating worker(s).

10.4 **Parental Leave**

All full-time and part-time unit members who have been employed for at least 12 months with the District are entitled to utilize parental leave in accordance with Education Code Section 88196.1. For the purposes of this Article, “parental leave” is defined as “leave for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the birth, adoption or foster care of the child by the unit member.” The unit member must use their accrued paid sick leave for parental leave. When accrued leave is exhausted, the unit member is entitled to receive 50% of their regular compensation for the remainder of the parental leave period, for a total of 12 workweeks in any 12-month period. A unit member is entitled to elect to use their vacation leave to receive full-pay during parental leave, if the unit member chooses to do so.

Eligible unit members are entitled to 12 workweeks of parental leave in any 12-month period. The unit member is entitled to take parental leave in intermittent periods within the 12-month period; however, the aggregate amount of parental leave taken shall not exceed 12 workweeks in the 12-month period. Intermittent parental leave must be taken in minimum leave durations of two weeks at a time. This leave runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.

Following exhaustion of partially-paid parental leave, a worker may be granted a maximum of one 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 then ask the Chancellor to refer it for action by the Board of Trustees. Leave to care for a newborn or recently adopted child runs concurrently with FMLA.

A worker on parental leave must notify the Office of Human Resources within seven months after the start of the leave whether they intend 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 worker.

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

Time used in unpaid parental leave may not be counted in the calculation of salary increments and other seniority factors.

10.5 **Bereavement Leave**

Workers shall be granted a leave with full pay in the event of the death of any member of the worker's immediate family, (as defined in Section 10.15 and Government Code 12945.6). Bereavement leave shall be for a period of up to three days, except that it may be for up to five days if out of state or more than 250 miles in-state (one way) travel is required or if the death is of a spouse, domestic partner or child.

10.5.1 Bereavement leave may be extended by the Associate Vice Chancellor, Human Resources when unusual circumstances such as travel or the settlement of an estate demand it.

10.6 **Jury Duty**

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

Absence from assigned duties to perform jury service will be reported in the same manner as other absences, but the worker shall attach a copy of the summons to jury duty to their 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 a worker who is absent for illness.

The District cannot be responsible for the salary of its workers when they are a party in a matter on their own behalf.

Swing and Grave Shift

- (a) When an employee whose regular shift is grave receives a jury summons, they are to alert the appropriate administrator by providing a copy of the summons.
- (b) Using the date(s) provided on the summons, the administrator shall adjust the employee's work schedule from grave to day shift.

10.7 **Military Leave**

A worker shall be entitled to military leave as provided by Military and Veterans Code Sections 395 to 395.9.

10.8 **Quarantine**

A worker will receive full compensation when quarantined by city or county health officials because of the illness of another person. They must, however, register the official document of the quarantine with the Office of Human Resources before receiving pay.

10.9 **Industrial Accident Leave**

Industrial accident leave provides continuation of pay to a worker who suffers an accident directly connected with the job. It does not affect the amount of accumulated sick leave. Industrial accident leave does not accumulate from year to year. If an absence overlaps into a new fiscal year, the worker will have available only that amount of industrial accident leave which has not been used in the prior fiscal year for the same accident. A worker may have no more than sixty days of industrial accident leave for the same accident or illness.

Leave pay commences with the first day of absence. When a worker is eligible for Worker's Compensation, the compensation from that source is deducted from their pay so that the amount from both sources is equal to regular pay. If the worker is still receiving Workers' Compensation, the worker may elect to use their accumulated paid leave (sick leave, personal necessity leave, vacation leave, or comp time) in an amount which, when added to the Workers' Compensation award, equals a full day's salary. After sick leave is exhausted, the worker is eligible for extended sick leave (see 10.2). At any time that the worker receives Worker's Compensation, the amount will be deducted from the salary paid by the District. If the absence must continue after they are no longer eligible for compensation from the District, the full amount of the funds from Worker's Compensation may be retained by the worker.

Industrial accident leave is not considered a break in service, and the individual (if physically able) has the absolute right to return to a position in the class which they left, so long as the absence is not longer than the total of industrial accident leave, sick leave, and all other available leaves of absence paid or unpaid.

TREATMENT BY PERSONAL PHYSICIAN:

A worker has the right to be treated by their personal physician from the date of injury. To exercise this right, the worker must notify the Office of Human Resources in writing of the name of their personal physician prior to the date of injury. The physician must be a qualified practitioner who has previously directed the medical treatment of the worker and who retains the worker's medical records. A form for filing this information is available from the Office of Human Resources.

10.10 Personal Necessity Leave

Each full time permanent or probationary worker shall be granted up to a maximum of seven (7) days per year for reasons of genuine personal necessity, to be drawn from accrued sick leave. Workers who work fewer than 40 hours per week are entitled to that proportion of personal leave granted full-time workers that is equal to the percent of a full-time contract. Each classified hourly employee shall be granted up to 3 days of paid leave per year on a pro-rata basis. Eligibility for personal necessity leave begins on date of hire. For the purpose of this section "personal necessity" means obligations or unavoidable duties of an individual worker that must be performed during regularly scheduled working hours. Circumstances under which personal necessity leave is appropriate include, but are not limited to:

- 10.10.1 Emergencies or obligations related to the worker's home or family members, including medical or dental appointments for the worker's family members when the nature of the appointment requires the worker's presence;
- 10.10.2 Emergencies or obligations related to the worker, including appointments for the purpose of conducting personal legal affairs or financial transactions, receipt of a court order requiring absence from work, or observation of a major religious holiday of the worker's faith;
- 10.10.3 Extending bereavement leave for the employee's immediate family; or
- 10.10.4 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

Personal necessity leave may not be used for recreation, planning a vacation, or social events, nor may it be used in lieu of vacation. Unless there are unavoidable and compelling reasons (i.e., medical appointments or illness after being on extended sick leave) 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 supervisor whenever possible. When advance scheduling is not possible because of an emergency situation, the worker is required to notify the supervisor as soon as possible that the worker is requesting personal necessity leave. All personal necessity leave must have the approval of the supervisor as evidenced by the supervisor's signature on the time sheet.

To ensure confidentiality, a worker may request Personal Necessity Leave by the subsection number without giving the exact nature of the request. The worker's appropriate supervisor(s) may require a more exact explanation before granting Personal Necessity Leave, in which case the worker may respond orally and the response shall be considered confidential between the worker and their supervisor(s). In unique emergency

situations additional hours of personal necessity leave may be granted by the Associate Vice Chancellor, Human Resources.

10.11 **Unpaid Leave of Absence**

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

- a. A suitable short-term worker is available to fill the position of the worker on leave;
- b. The absence of the worker will not reduce the efficiency of the program of the District; and
- c. The worker can give reasonable assurance that they will return to the position at the conclusion of the leave.

If during an unpaid leave of absence the worker continues to meet the definition of "qualified classified worker" under Article 18 (Paid Benefits), Section 18.1 or 18.2, they shall continue to receive paid benefits. If a worker on unpaid leave of absence does not meet this definition, they may continue to receive benefits by reimbursing the District in advance for the full premium or its equivalent, as specified in Section 18.11. To receive vacation credit, personal necessity leave credit, or sick leave credit during an unpaid leave of absence, a worker must be in paid status for at least 12 working days during each monthly reporting period.

10.11.2 **Rights of Worker Upon Return from Leave**

A worker returning to duty after an approved leave of absence without pay shall be returned to the same assignment held prior to the leave, providing the worker has met the conditions under which the leave was granted. If the assignment no longer exists, the District shall place the returning worker in another position as soon as one is available for which they are qualified and shall endeavor to place them in a position in the same salary range as the one held at the time the leave was granted. Time spent on unpaid leave of absence does not count toward seniority, salary increments, personal necessity leave credit, sick leave credit or vacation credit. Each month during which the worker is not in paid status will not count toward the anniversary date and will advance it by one month.

10.12 **District-Initiated Disability Leave**

When a condition has caused a worker 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 worker, the students, or the other workers of the District, the District may place the worker on disability leave of absence. The Associate Vice Chancellor, Human

Resources shall set the beginning date of such leave, taking into account the available medical information, the worker's job performance, and the interests and requirements of the worker, the students, and the other workers of the District. A worker on disability leave may return to work with the permission of the Associate Vice Chancellor, 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. A worker 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 worker on sick leave, (see 10.1 and Article 17A).

10.13 **Staff Development Leave**

To encourage and enable classified workers to enhance their value to the District through further job-related education, the upgrading of their skills, or retraining for a different career path, a Staff Development Leave has been established. A worker may apply for Staff Development Leave to begin upon completing seven (7) years of service in the District. The leave may be from one to ten months at 85% of full pay. Such leaves may be taken in one-quarter increments to a maximum of ten months. A worker becomes eligible for additional leaves after completing increments of seven (7) years of service to the District.

Classified hourly employees are not eligible for Staff Development Leaves.

An eligible worker may, on a leave request form provided by the Human Resources Office, apply through their supervisor for a Staff Development leave. The leave may be used to complete interrupted studies, learn by observing methods used in industry or other educational institutions, or get a substantial start on a goal of better education. The written application must present a detailed description of the proposed activities of the leave and the potential value of these activities to the District as well as the learning outcomes that are expected from this leave. If the worker intends to enroll in school, the application must identify the educational institution to be attended and, by academic term, a list of courses (with course descriptions) the worker will be taking. The application shall contain precise dates for the beginning and ending of the leave. If a unit member is attending school full time, which is 12 units either semester or quarter for undergrad and 8 units semester or quarter for graduate, then the unit member does not have to participate in other activities related to the leave. However, if the unit member is not going to school full time, other activities related to the leave must be completed in fulfilling the 12-unit minimum. For this purpose, one hour of activity per week equals one unit and so forth.

Any changes to the leave must be submitted in writing to the Associate Vice Chancellor, Human Resources who will consult with the Staff Development Leave Committee, to approve such changes prior to the unit member participation in those changes. The committee has the authority to make exceptions as it deems appropriate.

All applications for the succeeding college year must be received by the Associate Vice Chancellor, Human Resources before December 15. Unit members may submit a copy of

their request for leave without appropriate signatures by December 15; however, all signatures must be received by January 31. Each application that has been submitted and has received the recommendation of the immediate supervisor and the appropriate administrator shall be forwarded to the Classified Staff Development Leave Committee for review and recommendation to the Chancellor. This Committee shall be composed of two representatives of ACE, two representatives of Unit A, and two administrators designated by the Chancellor, one of whom will serve as chairman. Funding for a minimum of ten (10), ten-month leaves per year shall be guaranteed. 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 of each year.

If a leave is granted, the worker must agree in writing to render, upon return from leave, a minimum of two months of service to the District for each month of staff development leave. Failure to render this service will require the worker to refund the salary paid by the District during the leave. Within thirty days of return from a leave, the worker shall submit a written report to the Classified Staff Development Leave Committee of the activities of the leave, emphasizing the value to the District and the learning outcomes achieved. If the worker attended school during the leave, they shall also submit a transcript or other appropriate documentation showing satisfactory attendance and successful completion of the course work as soon as reasonably possible. The worker may apply for Educational Assistance for courses taken during the leave. Classes taken during Staff Development leave for which the worker receives Educational Assistance are not eligible to be used to qualify for a Professional Growth Award as defined in Article 8.5 and Appendix B.

After reviewing the report, the Classified Staff Development Leave Committee shall either approve the report or request further information from the worker. If, after requesting further information from the worker the Classified Staff Development Leave Committee is unable to establish that the worker satisfied the conditions of the leave, the committee may, if it determines it is appropriate, after considering possible mitigating circumstances, recommend to the Associate Vice Chancellor, Human Resources that the worker 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 worker.

During the leave the worker will be entitled to all the benefits of classified contract workers except that only 85% of service time will be credited by the Public Employees Retirement System. The worker 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 worker shall earn 85% of the normal credit for sick leave and seniority. No vacation credit shall be earned during a Staff Development Leave.

10.14 **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 10.11) 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.

10.15 **Immediate Family**

For purposes of this article only, the definition of "immediate family," when used in connection with 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, or daughter-in-law. "Immediate family" shall also include any relative of the worker, or of the worker's spouse or domestic partner living in the immediate household of the worker.

10.16 **Family Medical Leave**

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

10.16.1 Workers should consult Appendix F regarding eligibility, application procedures, and other procedures related to family leave.

10.16.2 Workers who qualify for paid benefits under Article 18, Section 18.1 shall continue to receive paid medical benefits while under family leave.

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

10.17 **Long Term Union Business**

Upon written request from the Union, the District may grant unpaid leave for Union business. This leave may be granted if the needs of the District can be met and a suitable replacement is available.

No more than one (1) worker may be on leave for Union business at the same time, unless the District and Union mutually agree to more than one. Leaves will be granted for a

period of time which will be set forth in writing at the time the leave is granted but not in excess of twelve (12) months.

Leaves granted under this section shall not constitute a break in service. Workers returning from such leave shall return to the same position as previously held.

10.18 **Court Appearance**

Leave for the purpose of court appearance shall be available as follows:

Workers who appear in court on behalf of the District shall be deemed in a working status.

When a worker is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another government jurisdiction for reason not brought about through the connivance or misconduct of the worker, a leave without loss of pay will be granted up to the amount of difference between the unit worker's regular earnings and any amount received for witness fees, less any mileage allowance.

Absence for other court situation should be handled through Personal Necessity Leave, however workers may elect to absent themselves under the authority of this section, but sustain salary deduction for such absence.

ARTICLE 11 LAYOFF

11.1 Layoff

Lack of work or a lack of funds may result in the abolition of a position or positions, and the release of a probationary or permanent worker. These reasons must be bona fide. Layoff may never be used as a disciplinary measure. Layoff processes are found in California Education Code sections 88014, 88015, 88017, 88117 and 88127 and will be followed during any reduction in staff through layoffs. 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:

11.1.1 Use short-term temporary workers, volunteers, students, faculty workers, administrators or supervisors to replace a displaced or laid-off worker;

11.1.2 Contract out the work formerly done by a displaced or laid-off worker;

11.1.3 Require a worker to perform overtime work or increased work assignments over and above their regular assignments as a result of a layoff;

11.1.4 Add increased responsibilities without following appropriate procedures as listed in Article 7.6, Reorganization and Article 15, Classification and Reclassification.

11.2 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.

11.2.1 Classified hourly employees agree to work varied schedules of both the number of hours per day and the number of days per week. In academic day only positions, there may be one or two quarters with no work at all. Such variations in schedule shall not be considered reductions for purposes of this article.

11.2.1.1 A classified hourly employee remains in active status until hours become available or they receive a layoff notice except that classified hourly employees who do not work for two consecutive quarters shall be provided a notice of layoff or provided written assurance of an assignment in the next quarter.

11.3 Notice and Consultation with the Union

11.3.1 Once the District has determined that there needs to be a reduction in staff due to either a reduction of funds or a lack of work, the District and the Union shall

make best efforts to meet prior to the implementation of any layoff pursuant to that determination. The purpose of the meeting shall be:

11.3.1.1 To determine whether, in accordance with Education Code Section 88017, short term workers are employed performing work that the worker to be laid off is qualified to perform and whether such work is sufficient to create a position in the same classification as the worker 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 worker, if qualified, can be placed, in lieu of layoff.

11.3.1.2 To examine alternatives and opportunities available to each worker who may be subject to layoff, unique conditions that may affect specific workers; and the possible consequences for other workers.

11.4 **Notice of Layoff**

When classified positions must be eliminated as a result of the expiration of a specially funded program, a worker who is to be laid off shall receive at least 60 days' notice prior to the layoff. Workers in specially-funded programs ending on June 30 shall be given written notice on or before April 29 or not less than 60 days prior to the effective date of layoff for specially-funded programs ending other than June 30.

When classified positions must be eliminated due to a reduction in services or lack of funds other than those of a specially funded program, the Chancellor shall notify the affected employee(s) and Board of Trustees in writing not later than March 15th of the college year. The layoff shall proceed in accordance with Education Code Section 88017.

Notice of termination shall be given on or before May 15th of the college year with final notice of the Board's determination, unless extended by a continuance. The layoff shall be effective the last workday for that position of the college year. If the governing board of the community college does not give notice of termination as required by law, a permanent employee shall be deemed reemployed for the ensuing college year.

11.4.1 **Placement of Employees Affected by Layoffs**

ACE shall receive a copy of the written recommendation for layoff after the affected employees, and layoffs shall proceed in accordance with Education Code sections 88017, 88117, and 88127. When notice is issued in person, the Union representative shall be invited to attend. The District and ACE shall meet within five (5) days to determine whether employees may be placed in other positions as a result of the layoff, and shall make all good faith efforts to find alternative placement and avoid the necessity of a formal administrative hearing.

The following process is available only during a layoff and is established to facilitate placement of ACE members whose positions have been identified to be eliminated.

- a. First priority will be to fill vacant positions with affected employees who have rights to a vacant position based on seniority in that classification. If only one such affected employee has rights to a vacant position, that employee will be transferred into the position.
- b. When an employee has rights to a vacant position but the placement would have a negative effect on either the employee or the department, then the District and ACE will meet to discuss alternatives to the placement. If alternatives cannot be agreed upon, management reserves the right of assignment.
- c. If no affected employee has a right to a vacant position based upon seniority, affected employees shall be considered in an internal placement process. Through the search and selection process of internal hiring, promotions, voluntary demotions and lateral transfers shall occur. Positions will be opened in the following order:
 1. Phase 1: to all ACE employees.
 2. Phase 2: open to outside recruitment.
- d. The internal placement process will be followed concerning placement of current employees:
 1. A staffing requisition must be submitted which complies with college and District requirements.
 2. The job announcement will be sent via e-mail (eblast) to all ACE employees.
 3. Employees shall submit required documentation and materials, such as a letter of interest and resume, to Human Resources within five (5) days of the eblast being sent.
 4. The hiring committee for Phase 1 will consist of the hiring manager, an ACE member appointed by ACE, and an EEO representative designated by Human Resources. The District may add additional members when deemed appropriate.
 5. The hiring committee for Phase 1 shall review employee materials, conduct interviews of qualified candidates and complete consideration of internal candidates.

If no employee is selected during Phase 1 of the internal placement process, then the hiring manager may proceed with Phase 2. Phase 2 shall follow and adhere to the District's established guidelines for recruitment and selection.

11.5 **Order of Layoff**

Any layoff shall be affected within a class. The order of layoff shall be determined by seniority within that class. A worker with the least seniority in the class plus seniority in higher classes in which the worker has served shall be laid off first. Seniority shall be based on the number of hours a worker has been in paid status in the class or higher classes. If two or more workers subject to layoff have equal seniority in a class, the worker with the later date of initial employment in the District as a probationary worker shall be laid off. If the dates of initial employment are identical, the determination shall be made by lot. The Chief Steward or the ACE designee shall be afforded the opportunity to be present during any such determination by lot.

11.6 **Retirement in Lieu of Layoff**

A worker 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.

11.7 **"Bumping Rights"**

A worker laid off from their position in a class may "bump" into the next lower class in which the worker has greater seniority than another worker in that class unless there is a vacant position. If there is a vacant position in the classification the worker shall be placed in the vacant position. Should more than one person in the same classification be laid off, the affected workers in the classification (workers whose positions are being eliminated and the less senior workers who may be affected by bumping) will have the opportunity to select from a list of positions currently held by the least senior workers in the classification whose positions are not being eliminated and any vacant position in the classification. The selection process will be conducted in order of seniority with the most senior worker making the first selection. The time and location of the selection process shall be mutually agreed upon by the Union and the District.

A worker who has exercised "bumping" rights shall be placed on the salary step that the worker would have attained if they had remained continuously in the lower class except that no worker shall be placed on a step in a salary range that is more than 3 ranges lower than their current salary range. A worker who has exercised "bumping" rights shall retain all service recognition and professional growth awards and all years of service towards the Service Recognition Award.

11.8 **Layoff Rather Than "Bumping"**

A worker may volunteer to be laid off. A worker who elects to be laid off rather than exercising their right to "bump" another worker retains all reemployment rights.

11.9 **Reemployment Rights**

A permanent worker who has been laid off or has taken a voluntary demotion or reduction in hours in lieu of layoff shall have reemployment rights for a period of 39 months from the date of layoff, voluntary demotion, or reduction in hours. A worker who takes a voluntary demotion in lieu of layoff shall be granted the same rights for reemployment in their former class as persons laid off but shall retain eligibility for reemployment in the former class for an additional twenty-four (24) months. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time by seniority as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority for 24 months. The District shall offer such a worker any available position in a class or classes in which the worker had formally achieved permanency. The order of such offers shall be according to the seniority of all workers laid off in the class. A worker re-employed after layoff shall be fully restored to their class as a permanent worker (with all appropriate service credit and level of benefits) and to their former placement on the salary schedule, including earned awards. A probationary worker shall be required to serve the remaining months of probation in the new position.

11.10 **Right to Apply for Other Positions**

In addition to the absolute right to any available position in the class from which they were laid off or in which they had formally achieved permanency and for which they are qualified by seniority, a worker who has been laid off may apply for any open positions in lateral or lower classes in which they have not served and shall be granted an interview for such a position if they meet the basic qualifications set forth in the official job description for the class. Such laid-off worker shall be offered the job over an applicant who is not currently an employee of the District.

11.11 **Reemployment Rights in Other Positions**

If a former classified worker who has been laid off is re-employed off a 39-month reemployment list in a position other than one in a class to which they had rights to reemployment under Section 11.9, they shall be re-employed in probationary status but shall regain hours in paid status for seniority purposes, earned sick leave, unused personal necessity leave, and former vacation status. Salary placement in the class in which the worker has not previously served shall be at Step A, or, in appropriate cases as determined by the Associate Vice Chancellor, Human Resources, Step B; however, the worker shall retain any Service Recognition Awards and Professional Growth Awards earned as a worker of the District.

11.12 **Notification of Opening**

A worker who has been laid off shall be notified in writing by the Associate Vice Chancellor, Human Resources of any opening for which they are eligible under Section 11.9. Such notice shall be sent by certified mail to the last address given to the District by

the worker, with a copy to the Union. The mailing of this notice with a copy to the Union shall constitute the entire notification responsibility of the District.

11.13 **Worker Response**

A worker shall notify the District of their intent to accept or refuse reemployment within 10 days of the mailing of the reemployment notice. If the worker accepts reemployment, they must report to work within 30 days following the mailing of the notice. A worker sent a notice of reemployment need not accept reemployment in order to maintain reemployment rights provided the worker notifies the Associate Vice Chancellor, Human Resources within 10 days. If the District has not heard from the employee within ten (10) days of receipt of the offer, the District may fill the position with someone else. However, if the worker fails to reply within 10 days or refuses three such offers of reemployment they will be notified by the District that they will be removed from the reemployment list. Thereafter, such individuals may notify the District in writing of their desire to be reactivated on the reemployment list. Employees may indicate a desire to be removed from the list for a specific period of time during the 39-month period; however, this does not extend the 39-month period.

11.14 **Improper Layoff**

A worker who has been improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for any loss of salary or benefits.

11.15 **Seniority Roster**

Whenever a layoff is recommended, the Union shall be provided with a copy of the most recent seniority roster for affected workers within fifteen workdays.

11.16 **Effects of Layoff**

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

- 11.16.1 Paid medical benefits for 3 months for workers and their eligible dependents;
- 11.16.2 Preference for workers whose work year or hours have been reduced in filling temporary jobs that would ordinarily be filled by short-term workers;
- 11.16.3 Reasonable paid release time for the purpose of seeking employment for workers who are subject to termination because of layoff;
- 11.16.4 Payment of accrued vacation hours for workers with fewer than six (6) months of service;
- 11.16.5 Priority registration privileges for workers who have been terminated because of layoff;

- 11.16.5 Priority registration privileges for workers who have been terminated because of layoff;
- 11.16.6 Eligibility to apply for Educational Assistance funds in accordance with the terms of this agreement during the first six months of layoff. Applications for funds shall be submitted to the Associate Vice Chancellor, Human Resources who shall sign in lieu of the worker's former administrator;
- 11.16.7 Career counseling and job placement assistance for workers 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 this *Agreement* except as to those effects that the parties mutually agree to negotiate.

ARTICLE 12 GRIEVANCE PROCEDURE

12.1 Purpose

This grievance procedure is intended to provide a formal method of resolving worker grievances. Since it is the intention of the Union 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 worker and supervisor have made a conscientious effort to resolve the dispute informally. The worker may have the assistance of a Union steward in informal resolution attempts.

12.2 Definitions

12.2.1 "*Agreement*" means the contract negotiated between the District and ACE pursuant to the Educational Employment Relations Act.

12.2.2 "Grievance" means a written statement by a worker, or by the Union on behalf of a worker, alleging that they have 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 the Union alleging that the chapter itself has been directly wronged by the District's violation, misinterpretation or misapplication of a specific provision of the *Agreement*.

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

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

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

12.2.6 "Union representative" unless specified may mean a chapter officer, a steward, and/or a Worksite Organizer.

12.3 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.

12.3.1 Any worker who, at the time of filing, is a member of the bargaining unit; or

12.3.2 A Union representative who has been authorized to file the grievance on behalf of the grievant or the Union.

12.4 **Representation**

At the informal step and thereafter, the grievant and the person designated by the Chancellor to represent the District, if any, may each be assisted by a representative who may advise or act for the party they represent. However, the grievant shall not be represented by an agent of any worker organization other than the Union.

12.5 **Filing a Formal Grievance**

12.5.1 A formal grievance is initiated by the filing of a Notice of Grievance on the prescribed notice form, (the grievance form is included in Appendix A).

12.5.2 The Notice must be filed by the grievant or Union representative with the grievant's supervising manager and with the Associate Vice Chancellor, Human Resources. Failure to file the grievance with the Associate Vice Chancellor, Human Resources within the time limit will invalidate the filing of the grievance. If the grievance is not filed correctly with the supervising manager, the Associate Vice Chancellor, Human Resources will direct the grievance to the appropriate manager for response. If the grievant is not represented by the Union, a copy of the grievance must also be filed with the Union Worksite Organizer.

12.5.3 In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may initiate the grievance at the second level of review.

The grievance must be filed within 30 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 after the applicable statute of limitations period set forth in relevant laws. Informal attempts at resolution must take place within the 30-working day period before filing of the grievance; provided, however, that if attempts at informal resolution require further discussion the timeline for filing a formal grievance may be extended by mutual written agreement of the parties.

12.6 **First Level of Review**

12.6.1 Either the supervising manager 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. The grievant and the supervising manager may each have a representative at the conference.

12.6.2 Within 10 working days following the receipt of the grievance, the supervising manager shall render a written decision including the reasons therefore. The supervising manager shall send the decision to the grievant, with copies to the Associate Vice Chancellor, Human Resources and the Union Worksite Organizer.

12.7 **Second Level of Review**

- 12.7.1 If the supervising manager denies the grievance, or 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 ten 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 manager and with the Associate Vice Chancellor, Human Resources with copies to the Union.
- 12.7.2 Upon receipt of a notice, the second level manager may meet with the grievant, the steward, and the Union representative and the person designated to represent the District, if any. At the meeting, the second level manager shall permit the grievant and the District representative to express their arguments regarding the grievance and to submit any relevant information.
- 12.7.3 Within ten working days following their receipt of the notice, the second level manager shall render a written decision including the reasons therefore. The decision shall be sent to the grievant, with copies to the Associate Vice Chancellor, Human Resources and the Union Worksite Organizer.

12.8 **Requests for Arbitration and Selection of Arbitrator**

- 12.8.1 If the second level manager denies the grievance or fails to make a timely decision, the Union 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 the Union.
- 12.8.2 The request for arbitration must be filed with the Associate Vice Chancellor, Human Resources within ten working days following the date of the decision of the second level manager, in the event the second level manager fails to make a timely decision, within ten working days following the date on which the decision of the second level manager was due under Section 12.7.3.
- 12.8.3 Within fifteen working days following the filing of a request for arbitration, the Associate Vice Chancellor, Human Resources and a representative of the Union shall, in the absence of an agreement between the Union and the District regarding the designation of an arbitrator petition the State Mediation and Conciliation Service for a list of five disinterested persons who are experienced in grievance arbitration. Upon receipt of the list of five names each party shall alternate in striking individual names, and the person remaining after four 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.

12.8.4 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 1/2 by the District and 1/2 by the Union.

12.9 **Arbitration Hearing**

12.9.1 The arbitrator shall establish an arbitration date with the concurrence of the parties, provided, however, that if an arbitration date cannot be established within 90 calendar days of the selection of the arbitrator, either party may request the appointment of another arbitrator pursuant to Section 12.8.

12.9.2 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.

12.9.3 Attendance at the hearings shall be limited to:

12.9.3.1 the grievant and up to two representatives;

12.9.3.2 the District Representative and the District Representative's advisor, if any;

12.9.3.3 the arbitrator;

12.9.3.4 witnesses, but only for the time they are needed;

12.9.3.5 an observer designated by the Union;

12.9.3.6 the Associate Vice Chancellor, Human Resources, or an observer designated by the Associate Vice Chancellor.

12.9.4 At the hearing only the participants listed in Sections 12.9.3.1 through 12.9.3.4 may participate. The grievant, the grievant's representative(s) and all necessary witnesses, shall be provided released time for the time during which they are needed.

12.9.5 The grievant shall demonstrate, by preponderance of the evidence, that they were directly wronged by the action or circumstances that gave rise to the grievance. Once the grievant establishes a prima facie case the burden of producing evidence shall shift to the District.

12.10 **Arbitrator's Decision and Report**

12.10.1 Following the conclusion of the hearing, the arbitrator shall be requested to prepare their report within sixty (60) days and file it with the Chancellor, the grievant and the Union 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.

12.10.2 The report of the arbitrator shall be final and binding, except that there shall be no binding arbitration for disciplinary matters under Article 16 of this *Agreement*. The arbitrator's authority shall be limited to interpretation of contract provisions and the arbitrator shall have no authority 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.

12.11 **Miscellaneous Provisions**

12.11.1 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.

12.11.2 When two 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, the Union and the District may agree that said grievances be consolidated.

12.11.3 A grievance may be withdrawn or settled at any time.

12.11.4 The Union and District, may, by mutual agreement, proceed immediately to arbitration on any grievance. If the Associate Vice Chancellor, Human Resources and Union representative agree that it is not appropriate to file a grievance at the first level, it may proceed directly to the second level. A grievance filed at level two must be filed within the timelines specified for filing a grievance unless timelines are extended by the mutual written agreement of the District and the Union.

12.11.5 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.

12.11.6 A worker in this unit may present a grievance directly and have such grievance adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of the *Agreement*. As provided in these procedures, the Union shall be provided copies of any grievances filed by workers and any decisions rendered. Notwithstanding any other provision of these procedures, before any final resolution of any worker processed grievance, the Union shall be given the opportunity to file a written response to the proposed decision or

settlement regarding the grievance. No worker-processed grievance may proceed to arbitration without the Union's concurrence.

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

- 12.11.7 A grievant and Union steward shall be entitled to a reasonable amount of time to prepare and write a grievance during regularly scheduled working hours without loss of pay.
- 12.11.8 A grievant and Union steward shall be entitled to a reasonable amount of time to process a grievance during normal working hours with no loss of pay.

ARTICLE 13 HOURS AND OVERTIME

13.1 Working Time

The workweek shall consist of five (5) consecutive days of the same eight (8) hours per day and forty (40) hours per week. 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.

The usual District working day is from 8:00 a.m. to 5:00 p.m., but the opening and closing hours within a department may vary according to the needs of the department. If the needs of the program justify it, workers may initiate a request to work an alternate work schedule such as a 4/10 schedule (four 10-hour days per week) or 9/80 schedule (80 hours in a two week period worked over nine days instead of ten), , provided such a work schedule will meet the needs of the program or department to which the worker is assigned. The work schedule shall be mutually agreed upon by the employee and the supervisor.

Employees' workweeks and/or work shifts shall not be permanently changed by the department supervisor and/or appropriate administrator without adequate prior notice. The supervisor and/or appropriate administrator shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days' notice.

The department supervisor and/or appropriate administrator shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:

1. The change is due to an unforeseen operational need; or
2. The change is made at the request of the employee.

If a supervisor and/or appropriate administrator assigns a schedule to an employee without their consent, then that employee will be entitled to holiday pay for the hours normally worked (i.e. 4/10 would get 10 hours holiday pay).

If a worker is assigned to a schedule other than the normal workday and week described above, and if a holiday is scheduled for a day on which the worker is not scheduled to work, the worker will be entitled to observe the holiday on another workday designated by the District unless the day is mutually agreed upon by the employee and the supervisor.

Each worker and classified hourly employee shall have a paid rest period of 15 minutes within each four-hour period of work and an unpaid lunch period of at least 30 minutes for work shifts that are five (5) hours or more. Only during the swing and graveyard shifts shall the lunch period be part of the working day. Workers who use video-display terminals (VDTs) continuously shall be permitted to rotate work tasks or functions to provide a break from the VDT every two (2) hours.

Each worker must file each month a signed time report, showing total hours worked, overtime hours worked each day, compensatory time and the hours and reason for any absence. Failure to complete the time report correctly or to file it on time may result in pay for the month being held until the subsequent payroll.

Classified hourly employees will be provided work schedules at least two weeks in advance whenever possible with a notification that based on enrollment, the schedule may change which could include a reduction or increase in hours. The District will make every effort to provide consistency in scheduling.

As part of the terms and conditions of employment, classified hourly employees agree to work varied schedules of both the number of hours per day and the number of days per week. In student enrollment driven positions, there may be one or two quarters with no work at all. Classified hourly employees will remain in active status until hours become available or a layoff notice is issued.

Classified hourly employees shall be limited to the maximum number of hours for the position except in cases where they substitute for an absent employee in the same classification. Employees may substitute for another employee on a day-by-day basis up to a maximum of 5 consecutive scheduled workdays.

13.2 **Overtime**

The District is subject to the following provisions concerning overtime which provide for overtime payments to all eligible workers who work over eight hours in one day in a five-day work week, over ten hours in one day in a four-day work week, over nine hours in a 9/80 or 4/36 workweek, or over 40 hours in any work week, or on the sixth and seventh consecutive days of employment.

13.2.1 Approval for a worker to work overtime will come only from department supervisors, division administrators, or supervisors at a higher level. Approval will be based upon legitimate scheduling or load problems which cannot be solved through reassignment or adjustment of workload and will be governed by the availability of budgeted funds.

13.2.2 A worker authorized to work more than 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 a worker works on a holiday, in which case the worker will be paid both regular pay and pay at the overtime rate for the hours worked.

Workers whose work schedule requires them to work beyond 12 hours per day shall be paid at a rate equivalent to double the normal hourly rate as determined by current contract pay for the hours worked beyond 12 hours.

13.2.3 **Compensatory Time Off**

A worker may request compensatory time off in lieu of cash compensation for overtime worked up to a maximum of 96 hours (12 days). Compensatory time shall be granted at the overtime rate. Any overtime worked shall be reimbursed in compensatory time off within 12 calendar months following the month in which it was reported on the time report. If at the end of the 12-calendar month period the worker has not taken the time off, they shall receive overtime pay at the rate that was effective for the worker when the overtime was worked. Compensatory time off may not be carried over beyond these 12 calendar months. The worker has the option of receiving either compensation or compensatory time off for overtime work.

For the purpose of determining the number of hours worked, time during which the worker 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 worker.

13.2.4 **Call Back Time**

Occasionally a worker may be called back for work in the evening or on a weekend to accommodate a special need. In such cases, 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 hours.

13.2.5 **Distribution of Overtime**

Overtime shall be distributed among qualified workers 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 workers. Consideration when possible will be given to the personal obligations of workers which may conflict with overtime hours.

13.2.6 **Computer Terminals in Home, Contact after Normal Working Hours**

Computer terminals in workers' homes shall be entirely voluntary. Use of such terminals shall be for emergency situations. Workers shall not perform normal or routine work on a regular basis on computer terminals in the home with the following exceptions:

At the request of a worker, and if the needs of the department can be met, the worker may be permitted to work out of their home via computer terminal. Employees that request such permission will not be required to use personal computers but must have sufficient internet bandwidth to facilitate remote work. District standard phone and online communication software will be installed on the

employee's District provided computer, which must be returned at the conclusion of the remote work assignment. Supervisors shall not visit or enter the home of any employee working remotely. The request and the subsequent permission, if granted, shall be in writing. Denials of a request to work remotely shall be subject to the grievance procedure.

Carrying a district-provided cell phone after normal working hours shall be entirely voluntary. Workers will not be disciplined for failure to respond to a call, email, or text message after they have clocked out for the day.

Workers shall not be held liable for damage or theft of district-provided cell phones or computers so long as workers exercise reasonable care of the District's equipment.

13.2.6.1 **Stand-By**

No worker shall be required or requested to be available for handling potential emergency situations or available to answer questions by phone, text, or email after they have clocked out for the day, unless the supervisor has contacted the worker to authorize call-back time to accommodate a special need.

13.2.6.2 **Compensation for Work Performed after Workers have Clocked Out for the Day**

Workers who are contacted by phone, or computer after they have clocked out for the day, but prior to 11:00 p.m., to answer questions or handle emergencies from home, shall be paid a minimum of fifteen (15) minutes overtime and shall be paid in quarter hour (15 minute) increments after the first fifteen (15) minutes.

Workers who are contacted by phone or computer after 11:00 p.m. to answer questions or handle emergency situations from home shall be paid a minimum of two hours overtime.

Workers who are contacted by phone or computer for emergencies which begin prior to 11:00 p.m., but continue past 11:00 p.m., will be paid the two-hour minimum.

13.2.6.3 **Consideration of Rest Periods**

A worker who has not had a reasonable period of rest because they responded to emergency situations during hours which they would not normally be working shall be deemed excused from reporting to work at their normal start time. They may use accrued compensatory time or unpaid leave for all or part of the following day.

13.3 **Adjustment of Assigned Time**

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

13.4 **Reporting of Absence**

13.4.1 **Responsibility of the Worker**

A classified worker is expected to report on time for the work assignment each day. If for any reason it is impossible to report to work, the worker shall inform the supervisor of this fact as soon as possible prior to the start of the worker's scheduled work time but not later than one hour after normal reporting time unless an emergency situation requires more time. The consent of the supervisor must be obtained in advance of any absence unless the necessity for the absence cannot reasonably be anticipated in advance. A worker who is absent because of illness must keep the supervisor informed as to when they expect to return to work. A worker whose illness lasts more than one week must report at least weekly.

Failure to comply with either of these provisions may be cause for dismissal. If a worker is absent for three working days without leave or notifying their supervisor, the absence will be an automatic resignation as prescribed in Section 7.8.2.

13.5 **Summer Work Schedule**

13.5.1 Workers assigned to programs and departments where scheduling allows a mandated four-day work schedule during the summer will work a four-day work schedule for the period beginning the first full week in July and ending the Friday before the Labor Day holiday. Under the summer schedule, the normal workweek shall consist of four consecutive workdays and the normal workday shall consist of ten hours starting and ending at times appropriate to the needs of the department and agreed upon by the worker and their supervisor.

13.5.2 Workers who work fewer than 10 hours per day during the four-day summer workweek shall select one of the following options to cover time not worked:

- a. use of earned vacation (see Section 10.1 regarding the circumstances under which certain amounts of sick leave can be converted to vacation);
- b. use of earned compensatory time;
- c. leave without pay.

- d. a revised work schedule and/or location in order to accommodate the employee if they feel they are unable to work a 10-hour per day four-day work schedule.

ARTICLE 14
WORKER EXPENSES AND MATERIALS

14.1 Uniforms and Special Equipment

Except as agreed to by the worker 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. A worker may provide tools or equipment belonging to the worker only with prior written approval of their supervising manager. If the employment duties of a worker reasonably require use of any equipment or gear to insure the safety of the worker or others, the District shall furnish such equipment or gear. The District shall enforce the proper use of such equipment or gear to ensure the safety of workers and others.

14.2 Automobile Insurance

The District shall provide secondary personal injury and property damage insurance for workers if they are required to use their personal vehicles on employer business.

14.3 Physical Examinations

The District shall provide the full cost of any medical examination required as a condition of employment or continued employment.

14.4 Hold Harmless Clause

To the extent allowed by law, the District shall indemnify, save harmless from personal loss, and defend all workers from any claim, action, or liability arising from errors or omissions within the scope of their employment if the worker reasonably cooperates in good faith in the defense of the claim or action. It is not intended that this policy protect any individual who acts with actual fraud, corruption, or malice.

14.5 Parking

Use of staff parking lots shall be at no cost to the worker providing the worker's automobile is properly identified.

14.6 Identification

Every District worker is issued annually an identification card for discounts on ticket purchases and which can be used on campus for identification. These cards are non-transferable and may not be lent to others.

14.7 **Travel and Conference Fund**

The District shall maintain a fund for assisting unit members to pay for attendance at work-related professional conferences, workshops or seminars including registration fees and travel expenses. The fund shall be \$60,000 per year. The fund shall be distributed as follows:

- 50% De Anza Workers
- 30% Foothill Workers
- 20% Central Services Workers

14.7.1 The worker shall obtain the prior approval of their immediate supervisor to attend the conference, seminar or workshop.

14.7.2 A worker who wishes to receive funding for attendance at a professional conference, workshop or seminar shall submit a written application to the appropriate Staff Development office in accordance with the timelines established by each office. All funding decisions shall be made by the appropriate Staff Development Committee.

14.7.3 A worker may receive up to a maximum of \$1,600 per fiscal year for attendance at a conference, workshop or seminar.

14.7.4 Funds shall be available on a first come first serve basis until the fund is depleted. Unused funds shall be rolled over for the next year and shall remain at the site to which they were originally allocated.

14.8 **Training/Retraining Funds**

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 \$30,000 per year. Remaining money shall be rolled over to the next year but the maximum fund shall be not more than \$40,000. Training/Retraining funds may be used during a Staff Development Leave.

1. The worker shall demonstrate that they have successfully completed the class.
2. A worker may receive up to a maximum of \$1,500 per academic year.
3. Assistance shall be on a first come first serve basis, until the fund is depleted.

The District shall maintain a list of all disbursements under this fund and make it available for review by the Union each quarter.

ARTICLE 15
CLASSIFICATION AND RECLASSIFICATION

15.1 Purpose and Principles

The District and the Union 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 recognize changes which take place. Decisions regarding reclassification shall be based on substantial and permanent changes in the level of duties and responsibilities of the position assigned by the District. The following general guidelines shall apply:

- 15.1.1 An increase in the volume of work shall not be the basis for a reclassification.
- 15.1.2 Temporary project assignment upgrades are compensated by working out of class pay in accordance with Article 8, Section 8.8 and have an agreed-upon beginning and ending date. Such temporary assignments are not subject to this Article.
- 15.1.3 Supervising managers shall not change duties arbitrarily or capriciously while a reclassification request is pending.
- 15.1.4 When a classification is re-titled, a decision on the equivalent classification for the purposes of determining seniority rights in the classification shall be made at the time of the change and recorded.

15.2 Requests for Classification or Reclassification

Requests for classification may be initiated by the appropriate administrator or Associate Vice Chancellor, Human Resources when a new position is created or a vacancy is to be filled at a different classification. The request for a new classification or change to a vacant classification shall be reviewed by the Classification Specialist.

A request for reclassification may be initiated by either the worker or the appropriate administrator. The duties upon which the reclassification is based must have been assigned by the administrator on a permanent basis, or performed by the worker with the supervisor's knowledge, explicit or implicit. To request reclassification, a completed application shall be submitted to the Classification Specialist. The application shall include:

- 15.2.1 A copy of the present job description;

- 15.2.2 A copy of the job description for the proposed classification;
- 15.2.3 A completed copy of the Classification Questionnaire with all appropriate signatures;
- 15.2.4 Current and proposed organizational charts showing all positions with current employees and vacancies listed; and
- 15.2.5 Additional supporting documentation.

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

A worker who has applied for reclassification may not apply for another reclassification for at least two years from the date of the last reclassification request, including a reclassification request under a prior agreement, except in extraordinary circumstances or reorganization.

All requests for classification or reclassification shall be submitted on the agreed upon application form (located in Appendix A) and the reason for the request shall be specifically stated. All requests shall be signed by the worker, the worker's supervising manager and the worker's appropriate vice president, who will not be allowed to change any of the worker's comments. Applications may be obtained from the Classification Specialist or downloaded from the Human Resources website. The completed and signed application shall be submitted to the Classification Specialist with a copy to the supervising manager and the Union.

15.3 **Classification Specialist**

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, recommend addition or deletion of duties and prepare new or amended job descriptions. The report will be completed within 30 working days and sent to all interested parties prior to the meeting provided for in Section 15.4 below.

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

- 15.3.1 The completed application and all appended material;
- 15.3.2 An interview with the appropriate supervising manager;
- 15.3.3 A desk audit, if necessary;
- 15.3.4 Internal or external audits of other similar or related positions as necessary;

15.3.5 Any other relevant information; and

15.3.6 If requested by the applicant, an interview with up to two additional staff who have reason to know about the duties being performed.

15.4 **Classification Specialist Determination Report and Meeting**

The Classification Specialist shall prepare and send out a preliminary determination report and a meeting to discuss the findings, which shall be scheduled within ten (10) workdays after sending out the report.

The Associate Vice Chancellor, Human Resources, the Classification Specialist, the appropriate administrator(s) and supervisor(s) and the worker(s) and their ACE 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 other witness testimony at the meeting.

If more information is necessary the meeting shall be adjourned and reconvened but in no case shall this step take more than 20 workdays.

15.4.1 If requested by any party, the Associate Vice Chancellor, Human Resources shall meet with the Union to discuss any issues/concerns regarding the reclassification. Any findings shall be submitted to the Classification Specialist for inclusion (if necessary) in a final determination report. This process shall take no longer than ten (10) workdays.

15.4.2 The Classification Specialist shall issue a final determination report within ten (10) workdays after the meeting. Copies of the determination report shall be distributed to all meeting participants. The determination report shall also include instructions regarding the process for appealing the decision.

The timelines in 15.3 and 15.4 may be extended at the request of either party (the Union and the District). The party requesting the extension must provide a rationale for the request.

15.5 **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 final determination report by the worker. 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 Union, the worker, the administrator and the Classification Specialist.

15.6 **Final Appeal**

The decision of the Vice Chancellor of Human Resources may be appealed to a neutral party, jointly selected by the Union and the District. The appeal packet shall go to the neutral party immediately upon the mutual agreement of the appointment. 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 Union, the worker, the administrator and the Classification Specialist.

15.7 **Retroactivity of Reclassification Decisions**

A decision to reclassify a worker to a higher position shall be retroactive to the date of the application. If higher level duties previously assigned to the worker are removed from the position as a result of a reclassification decision, the worker shall receive pay in accordance with Article 8.8 for performing the higher-level duties for the period of time beginning with the date of the reclassification application to the date the duties are removed.

ARTICLE 16 DISCIPLINARY ACTION

16.1 Purpose

The Disciplinary Action Procedures for Classified workers set forth in this article shall be the exclusive means by which permanent classified workers in the bargaining unit may be dismissed for cause, involuntarily suspended without pay, or demoted. The provisions of this Article apply to permanent, non-probationary workers.

16.2 Definitions

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

16.2.1 "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.

16.2.2 "Disciplinary Action" means any action to dismiss, suspend, or demote a worker for cause. Disciplinary action does not include termination during probation.

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

16.2.4 "Worker" means any classified worker in the bargaining unit.

16.2.5 "To file" means to deliver either personally accompanied by a receipt for the worker to sign and date with a copy retained by the worker or by certified mail, return receipt requested. A document is "filed" on the day it is received in the case of hand delivery or on the postmark date in the case of certified mail.

16.2.6 "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 worker'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.

16.2.7 "Notice" means Notice of Discipline.

16.2.8 "Skelly Officer" means a management worker designated by the Chancellor to receive and evaluate a worker's response to the Notice, if any, prior to the effective date of the sanction.

16.2.9 "Shall" is mandatory; "may" is permissive.

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

16.3 **Cause**

Any worker in the bargaining unit may receive a warning or written reprimand or may be dismissed, demoted, or suspended for any of the following causes:

- 16.3.1 Incompetence;
- 16.3.2 Failure or refusal to perform the normal and reasonable duties of the position;
- 16.3.3 Insubordination;
- 16.3.4 Willful damage of District property or waste of District property;
- 16.3.5 Use of District time, facilities, equipment or supplies for private gain or advantage;
- 16.3.6 Dishonesty;
- 16.3.7 Duplication of any key to a District facility without proper authorization;
- 16.3.8 Participation in any activity or enterprise, or acceptance of any employment that is clearly inconsistent, incompatible, or in conflict with the duties of the position;
- 16.3.9 Conviction of a misdemeanor involving moral turpitude or conviction of a felony;
- 16.3.10 Discourteous treatment of or abusive conduct towards others in the work setting;
- 16.3.11 Possession of open containers of alcoholic beverages, consumption of alcoholic beverages while on duty, or intoxication while on duty;
- 16.3.12 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;
- 16.3.13 Gross negligence in performance of duties;
- 16.3.14 Sexual harassment of others in the work setting.

16.4 **Progressive Discipline**

The District intends to use progressive discipline, unless the circumstances call for a departure.

16.4.1 Warnings: Except in those situations where an immediate reprimand or suspension is justified under the provisions of the *Agreement*, the worker whose work or conduct is of such character as to incur discipline shall first be specifically warned by the supervising manager. The supervising manager will explain the problem orally, and where appropriate, shall give suggestions for improvement.

16.4.2 Written Reprimand: The supervising manager will present a copy of a written reprimand to the worker in person, and where appropriate, shall give suggestions for improvement. The worker may request a union steward or officer to be present and assist in any response. Written reprimands are not grievable, but the worker may include a response that will be attached to the reprimand.

16.4.3 Suspension: "Suspension" is the temporary removal from the paid employment of the District for a specified period of time. During the unpaid time, health benefits shall continue.

16.4.4 Involuntary Demotion: "Involuntary Demotion" is the placement of the worker in a lower classification. Demotion may be an alternative to suspension.

16.4.5 Dismissal: "Dismissal" is the termination of employment of the worker.

16.5 **Time Limit**

The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the worker becoming permanent nor for any cause alleged to have arisen more than one year preceding the date that the District files the notice of disciplinary action. This time period may be extended if the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

16.6 **Notice of Proposed Disciplinary Action**

16.6.1 The Chancellor or designee may initiate disciplinary action against a worker by serving the worker with a Notice of Discipline. The Notice shall be in writing and signed by the Chancellor. It shall include a statement of the specific charges against the worker, 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. It shall also include the nature of the discipline to be imposed and its effective date,

a statement of the worker's right to appeal the action, and a statement of the worker's right to union representation.

16.6.2 The Notice shall name a Skelly Officer for the purposes of Section 16.7 below.

16.6.3 A copy of these procedures shall be attached to the Notice along with the Disciplinary Action Appeal Form.

16.6.4 The Notice of Discipline shall be served upon the worker 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 ACE and to the chief steward.

16.7 **Skelly Hearing**

16.7.1 The worker may request a Skelly Hearing either orally or in writing prior to any disciplinary action being taken.

16.7.2 At any time prior to the effective date of the discipline, the worker or their representative may examine the material upon which the discipline is based. The worker's response may be written or oral and must be submitted to the Skelly Officer named in the Notice. The Skelly hearing does not include witnesses or the right to cross-examine.

16.7.3 The Skelly Officer shall consider the worker's response and recommend proposed action to the Chancellor. If the worker's response is in writing, the District shall enter such statement into the worker's personnel file along with the Skelly Officer's recommendation. The Skelly Officer shall inform the worker and their Union representative of the outcome in writing, prior to the proposed effective date of the discipline.

16.7.4 Immediate unpaid suspension may be initiated after a Skelly Hearing when the Skelly Officer determines by a preponderance of the evidence that the employee engaged in criminal misconduct; misconduct that presents a risk of harm to pupils, staff, or property; or committed habitual violations of the district's policies or regulations.

16.8 **Formal Hearing-Recommended Suspension, Demotion or Dismissal**

16.8.1 The worker has the right to a hearing on the charges. The worker's request for a hearing must be in writing, and must be 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 worker. 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 as soon as is practical.

- 16.8.2 If the worker elects a formal hearing, the Board shall designate a Hearing Officer as its authorized representative to hear the case. The Hearing Officer shall be an attorney who has professional experience presiding at judicial or quasi-judicial proceedings, or who has been a member of the California Bar for at least five years. The Hearing Officer shall not hold any employment or contract (other than as Hearing Officer) with the Foothill-De Anza Community College District during service as Hearing Officer.
- 16.8.3 The worker may be represented at the hearing by a representative of their choice. If the representative or any witnesses required are workers of the District, they shall be released from duty to testify or represent with no loss of pay or benefits.
- 16.8.4 The District shall arrange for the making of an audiotape of the hearing. Following the completion of the hearing, the worker may purchase a copy of the tape at cost.
- 16.8.5 The worker, 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.
- 16.8.6 The Hearing Officer may make any rules for the conduct of the hearing as they deem appropriate so long as they are consistent with these procedures.
- 16.8.7 The District shall carry the burden of proof.
- 16.8.8 The worker, or the worker's representative, may inspect all documents in the possession of the District that are admissible in evidence at the hearing. Any documents which the District does not provide at the request of the worker or the worker's representative ten (10) working days prior to the hearing shall not be admissible at the hearing. Any documents which the worker or the worker's representative does not provide at the request of the District ten (10) working days prior to the hearing shall not be admissible at the hearing.
- 16.8.9 The worker or the worker's representative may also interview other workers of the District who have knowledge of the acts or omissions upon which the disciplinary action was based. Inspection of documents and interviews with other workers shall occur at reasonable times and places during normal business hours.
- 16.8.10 Not later than the commencement of the presentation of evidence at the hearing, the worker and the Disciplinary Officer shall exchange the names of the witnesses they reasonably expect to call. The worker and the Disciplinary Officer may also agree upon exhibits that can be admitted without objection, and may enter into any stipulations that are appropriate.

16.8.11 The Hearing Officer shall prepare a written decision containing findings of fact and conclusions as to whether the disciplinary action should be sustained, modified, or revoked; the rationale supporting the findings and conclusions; and a recommended sanction, if any.

16.8.12 The Hearing Officer's proposed decision shall be provided to the worker, their representative and to the President of the Board of Trustees for consideration by the full Board in executive session.

16.9 **Board Decision**

The Board will make a final decision at a board meeting, as soon as practicable following receipt of the Hearing Officer's recommendation. In the event the Board disagrees with the Hearing Officer's proposed decision, the Board shall direct the Vice Chancellor of Human Resources or their designee to meet and confer with the Union before taking final action on its decision at the next board meeting. The worker and ACE will be advised immediately of that decision in writing.

16.10 **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.

16.11 **Administrative Leave**

16.11.1 Notwithstanding any other provision of this article, a worker may be immediately placed on paid administrative leave pending investigation of incidents and/or pending a hearing for any cause listed in this article.

16.11.2 If the incidents giving rise to the administrative leave are not documented in writing in the worker's personnel file, including the fact that the worker was placed on such leave, neither the incidents nor the fact of such leave may be later used in any disciplinary action against the worker.

16.11.3 The worker shall be supplied with a copy of any such written documentation prior to its placement in their 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.

16.12 **Removal from Campus Grounds**

In addition to any other remedy or discipline provided for herein, the Chancellor or designee may, under circumstances that render it lawful, notify any worker who has willfully disrupted the orderly operation of the District or any of its facilities that the worker may not remain on any campus or other facility of the District. In such event, the District shall adhere to the requirements of, and the worker shall be accorded the rights prescribed in, Penal Code Section 626.4. During the period of exclusion from campus grounds, the worker shall be placed on paid administrative leave. Subsequent investigatory or disciplinary action shall proceed in accordance with the processes and procedures defined in this Agreement.

ARTICLE 17
RETIREMENT

17.1 Health Insurance Benefits for Retirees

Each retired worker, hired before July 1, 1997 who qualifies under this section, and their eligible dependents including domestic partners, shall receive medical insurance benefits, prescription drug benefits, vision care benefits, and dental benefits as provided in this section and described in Article 18.

17.1.1 A qualified worker is one:

17.1.1.1 who is age 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 worker with a normal work week of at least 20 hours for 10 or more years immediately preceding their retirement; or

17.1.1.2 who is on 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 worker with a normal work week of at least 20 hours for 10 or more years immediately preceding their retirement; or

17.1.1.3 who was hired before July 1, 1997, and has rendered service to the District as a permanent or probationary worker with a normal workweek of at least 20 hours for 20 or more years immediately preceding their resignation. If the worker qualifies under this subsection benefits shall be provided to the worker and their spouse or domestic partner only.

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 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 without pay or in layoff status shall not count towards the service requirement prescribed by this section.

17.1.2 The benefits provided to eligible dependents pursuant to this section shall cease upon the death of the retired worker. However, a surviving spouse or domestic partner may continue to receive benefits under this section by reimbursing the District quarterly, in advance, for the full premium or its equivalent for all of the benefits provided.

- 17.1.3 Retired workers may change health benefit plans 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 17.1.7.
- 17.1.4 Each retired worker and every eligible dependent shall, upon obtaining eligibility for Medicare, receive benefits under this section only in a manner that augments the benefits that the worker or dependent could receive from Medicare even though the retired worker or their eligible dependents fail to claim rights to Medicare benefits. It shall be the sole responsibility of the retired worker and their eligible dependents to satisfy the requirements of Medicare, but the District shall reimburse the retired worker and their eligible dependents for the basic cost of Medicare during the previous 12 months 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 workers or their eligible dependents whose social security status does not qualify them for Medicare benefits.
- 17.1.5 If a retired worker or their eligible dependents receive benefits under any other health benefits plan, the benefits provided under the other plan shall be primary and the benefits provided under this section 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.
- 17.1.6 To obtain the benefits provided under this section a worker shall file an application for the benefits with the Office of Human Resources and shall complete all necessary enrollment forms before the last date of their employment with the District.
- 17.1.7 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 ACE.
- 17.1.8 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.
- 17.1.8.1 A qualified worker is one:
- who is age 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);

- who has rendered service to the District as a permanent or probationary worker with a normal work week of at least 20 hours for 15 or more years immediately preceding their retirement;

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 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 without pay or in layoff status shall not count towards the service requirement prescribed by this section.

17.1.8.2 The District agrees to contribute towards the payment of the worker's choice of health benefits premium as follows:

1. During each month of eligibility under the program, the monthly contribution shall be 500 dollars for the retired employee.
2. During each month of eligibility under the program, the monthly contribution shall be 500 dollars for the covered spouse or qualified domestic partner.
3. If both the retired employee and the covered spouse or qualified domestic partner participate in the District sponsored health plan, the maximum monthly contribution shall be 1000 dollars. If the actual cost of the benefits selected by the covered individual amounts to less than 500 dollars, then the actual contribution shall be that which reflects the actual cost of the selected benefits.
4. In the event that the worker qualifies for the benefit, that workers' surviving spouse or qualified domestic partner shall be eligible for the benefit under the conditions set forth above.

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

17.1.9 Notwithstanding any other provision of this article, a worker eligible to receive retiree health insurance benefits under this article may be denied such benefits if it is established that the worker engaged in felonious criminal activity (1) involving District property or (2) involving students or persons employed by the District and said activity occurred on District premises."

17.1.10 Retirees are eligible to participate in the District's health insurance plans in the same manner as eligible active employees and may select from the same plan choices offered to eligible employees.

The parties acknowledge that for Medicare-eligible retirees and their Medicare-eligible dependent(s), the CalPERS Choice and CalPERS Select plans offer identical benefits, except for retirees who live outside of California in which the select plan is not available.

In accord with CalPERS regulations, the entire CalPERS retiree monthly premium less the minimum District contribution to CalPERS (i.e., \$1 for 2012) is deducted from the retiree's monthly retirement warrant (e.g. STRS or PERS pension check), and the District shall reimburse the retiree the difference between the monthly warrant deduction and the subscriber's required monthly contribution. In the event a required retiree monthly contribution exceeds the monthly retirement warrant, the retiree shall have the responsibility for paying the District directly for the required retiree monthly contribution in accord with the Plan Compliance timelines and procedures.

17.2 **Public Employees Retirement System**

All classified workers are required by law to participate in the California Public Employees Retirement System. Deductions are made from a worker's regular salary, but not from overtime or extra duty payments. In addition to the worker's contribution, the District makes an employer's contribution as required by law. A worker may have the right to receive credit for unused sick leave per PERS policy and procedures.

17.3 **Social Security**

All classified workers are covered under Federal Social Security (FICA, which includes Medicare (MQFE)). Both the worker and the District contribute according to rates prescribed by law.

ARTICLE 17A
CHANGE IN EMPLOYMENT STATUS BECAUSE OF DISABILITY

17A.1 No worker who is a member of the Public Employees Retirement System and who is credited with at least 5 years of service, may be terminated pursuant to this article unless they waive the right to retire for disability. Pursuant to Government Code Section 21152, if a worker does not waive their right to retire for disability and the District believes the worker to be disabled, either the worker or the District, on behalf of the worker, shall apply to PERS for disability retirement.

17A.2 A permanent worker who is unable to perform the essential functions of their job because of a mental or physical impairment may be terminated by the District if:

- a. Section 17A.1 does not operate to prevent termination;
- b. Prior to initiating any proceedings to terminate the worker the District first requests a medical exam as provided in Section 17A.3, or the worker submits a medical report as provided in Section 17A.4; and
- c. The worker is accorded the notice and hearing rights specified in the disciplinary action procedures set forth in Article 16 of this *Agreement*, but all records related to the action shall indicate that the matter is not disciplinary in nature.

17A.3 The worker may submit medical reports or other pertinent information to the District. In addition any worker may be required to submit to a medical examination by a physician or physicians designated by the District to evaluate whether or not the worker is able to perform the essential functions of their 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 worker. Failure or refusal of the worker 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 worker, or from commencing disciplinary action pursuant to Article 16.

17A.4 In lieu of or in addition to a medical examination as provided in Section 17A.3, the District may rely upon a medical report from the worker's physician.

ARTICLE 17B
PRE-RETIREMENT REDUCTION IN CONTRACT

17B.1 Eligibility

Each full-time 12-month, 11-month, 10-month, or academic-day classified worker who meets the requirements of this article may reduce their contract from full-time to part-time while maintaining their retirement benefits pursuant to Education Code Section 88038 and Government Code Section 20905.

To be eligible for a pre-retirement reduction in contract the worker must:

17B.1.1 Have reached the age of 55 prior to the reduction in contract;

17B.1.2 Have been employed full-time for at least ten years in a classified position requiring membership in an appropriate California state retirement system; and

17B.1.3 Have served full-time without a break in service during the preceding five years.

This article shall be applicable only to classified workers who request a reduction in contract, who meet the criteria established in this section.

17B.2 Period of Reduced Contract

The maximum period during which a classified worker's contract may be reduced under this article shall be five years. At the conclusion of the period during which a classified worker's contract is reduced under this article, the worker shall retire.

17B.3 Rights and Benefits

A classified worker whose contract has been reduced under this article shall retain all paid benefits afforded full-time classified workers and shall receive the pro rata share of the salary they would have earned had they continued full-time. In addition, the worker shall retain on a pro rata basis, all other rights and benefits of permanent classified workers.

17B.4 Duties

A classified worker whose contract has been reduced under this article shall fulfill the appropriate pro rata share of the hours and classified duties that would have been required had the worker continued as a full-time worker.

17B.5 Contributions to the Retirement System

In compliance with Education Code Section 88038 and Government Code Section 20905, a classified worker whose contract has been reduced under this article shall contribute to

the appropriate retirement system by payroll deduction the amount they would have contributed had they continued full-time. The District shall contribute to the appropriate retirement system the amount required by law.

17B.6 Request for Reduction in Contract

To implement the provisions of this article, a classified worker shall file a written request for a reduced contract specifying:

17B.6.1 That the request is pursuant to this article;

17B.6.2 The reduced contract the worker desires under this article, provided it is not less than one-half of a full contract; and

17B.6.3 The number of years during which the classified worker wishes their contract to be reduced under this article, provided the number of years does not exceed five.

The request shall be filed no later than May 1 preceding the college year during which the worker wishes the reduced contract to become effective. College year means July 1 to June 30. The request shall be filed with the appropriate supervisor with a copy to the Associate Vice Chancellor, Human Resources. If the worker's request is granted, it shall take effect at the beginning of the next college year and, unless during the first year of reduction in contract under this article the worker submits a written request to return to full-time employment at the beginning of the next college year, may be revoked only with the mutual consent of the worker and the District.

17B.7 Other Reductions in Contract

Nothing in this article shall prohibit a classified worker from requesting a reduction in contract outside of the provisions of this article nor shall it prohibit the District from granting such a request.

ARTICLE 18 BENEFITS

18.1 Eligibility

The District shall provide insurance benefits to each probationary or permanent employee as specified in this article.

18.1.1 An employee must be in paid status to be eligible for benefits.

18.1.2 A newly-hired employee is not eligible for benefits until the month following the month of the employee's hire date with the District.

18.1.3 An employee must work at least half-time or at least fifty per cent (50%) of the hours constituting a full-time assignment to be eligible for benefits, except for those hourly classified employees qualifying under section 18.11.

18.1.4 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.

18.1.5 An employee who resigns or is terminated shall cease to be eligible for insurance benefits at the end of the calendar month during which their resignation/termination becomes effective.

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

18.2 Health, Dental, Vision and Prescription Benefits

18.2.1 Each eligible worker shall enroll in one of the health insurance plans offered under CalPERS. Information on the CalPERS plans, including benefits, coverage limitations, deductibles, copays, and coinsurance, is available online at <http://hr.fhda.edu/benefits/medical-revised.html>. Information for Plan Year is available in Appendix H.

18.2.3 Opt Out

Employees and retirees may elect to waive coverage. An opt-out election shall remain in effect during the entire Plan Year, and the employee/retiree may not re-enroll in a CalPERS plan except during Open Enrollment or as a consequence of an IRS Section 125 qualifying event. Waiver of coverage shall not result in a compensated allowance in lieu of coverage.

18.2.4 Employee Contribution

The amount of the monthly employee contribution for the option in 18.2.1 selected by a full-time employee shall be respective to the rates for each plan and tier. The information is available online at <http://hr.fhda.edu/benefits/medical-revised.html>. Information for Plan Year is available in Appendix H.

18.2.5 In addition, employees shall have the option of enrolling in vision and dental coverage offered by the District. The respective monthly contribution rates all include the cost of vision and dental coverage. If a subscriber opts out of dental and vision coverage, the reduction in rates will be a flat \$5, regardless of tier (employee-only, employee-plus-one, employee-plus-family). The dental and vision coverage remain identical to that currently in place.

18.2.6 Employee contributions shall be recovered through twelve (12) equal monthly payroll deductions. For employees on less than 12-month contracts, i.e. 10- and 11-month contracts, the contributions required during the non-contract month(s) shall normally be deducted from the first paycheck following the non-contract month(s), typically, the following September. In the event the required monthly contribution exceeds compensation in any regular pay period, the employee shall have the responsibility for paying the District directly for the uncovered amount in accord with the Plan Compliance timelines and procedures.

18.2.7 Each part-time eligible employee who is working in a position of at least fifty per cent (50%) of the hours constituting a full-time assignment as of June 30, 2010, will be responsible to make a monthly contribution associated with the chosen health insurance plan option beginning July 1, 2010, in the amount set out for full-time employees in the attached chart.

Except for a District-imposed reduction in contract through layoff, effective July 1, 2010, each part-time eligible employee who accepts or is hired into a position of at least fifty per cent (50%) of the hours constituting a full-time assignment will be responsible to make a monthly contribution in addition to the monthly contribution associated with the chosen health insurance plan option. The amount of the additional monthly contribution will be the per employee per month cost (PEPM) established for the PY, times the percentage the employee's work assignment is less than a full-time assignment. For example, an employee who works 70% will pay 30% of the PEPM in addition to the monthly contribution associated with the chosen health insurance plan option.

18.2.8 The employee contributions will be recovered through monthly payroll deductions. In the event any monthly payroll amount is insufficient to cover an employee's contribution, the employee shall be responsible to pay the District directly for the unrecovered amount by the first day of the month of coverage.

18.2.9 REOPENER

The health insurance benefits provided under this article shall remain in effect per the guidelines in the Memorandum of Understanding between the District and the Participating Unions of the Joint Labor Management Benefits Council (JLMBC) as referenced in Appendix H.

The District and ACE will open negotiations regarding health insurance benefits based on the recommendations of the JLMBC.

18.3 **Employee Assistance Program**

The District shall provide an employee assistance program for each employee and their eligible dependents. The District and the Union shall maintain approved procedures in making formal referrals to the EAP.

18.4 **Life Insurance**

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

18.5 **Long-term Disability Benefits**

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

- 18.5.1 The insurance shall provide a disability payment equal to 66-2/3% of the employee's "basic monthly earnings" on the date they were disabled to a maximum payment of \$6,000 per month. "Basic monthly earnings" means 1/12th of the employee's annual contract salary.
- 18.5.2 The disability payment under the long-term disability shall begin after all accumulated sick leave and extended sick leave under Article 10 has been used.
- 18.5.3 For employees with five (5) years or more of STRS service and two (2) or more eligible children on the date of disability, disability payment shall be paid 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.
- 18.5.4 For all employees not included under Section 18.5.3, 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.

18.5.5 An employee who has separated from the District due to medical reasons and is receiving long-term disability payments under Section 18.5 shall be eligible to receive health benefits under 18.2.1 for a period of three (3) years provided that the employee has been employed by the District for at least five (5) years prior to the employee's separation date.

18.6 **Benefits During Unpaid Status**

A classified worker on unpaid leave of absence who is not qualified for paid benefits under Section 18.1 or 18.5.5 may continue to receive benefits by reimbursing the District in advance for the full premium or its equivalent.

18.7 **Flexible Spending Account**

The District shall offer employees the option to fund employee contributions to health insurance premium costs through the use of an IRC 125 plan.

18.8 **Insurance Carriers and Benefit Administrators**

The District shall maintain contracts with current insurance carriers and administrators of insurance 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. At least once annually benefit information will be sent to all members of the unit.

18.8.1 The District and Union shall meet during the term of this *Agreement* as often as necessary, but no less than quarterly, to review the District's benefit packages. The parties will freely discuss cost saving and benefit options as well as review current usage of the District health plan. Any changes must be mutually agreed upon and approved by the Board of Trustees.

18.8.2 The District will offer workers the opportunity to set up spending accounts for dependents and for worker benefit contributions in accordance with IRS regulations.

18.9 **Domestic Partners**

18.9.1 Bona fide domestic partners aged over 18 of an unmarried eligible employee are eligible to receive health, dental and vision benefits under 18.2.1. Such benefits are available only to domestic partners who are not legally allowed to marry in the state in which they reside.

- 18.9.2 Domestic Partners are eligible for Retirement Medical Insurance and Life Insurance. Benefits will not be provided for dependents of the non-employee Domestic Partner.
- 18.9.3 "Eligibility Criteria for Domestic Partner Benefits" are contained in Appendix G. Additional information regarding eligibility criteria may be obtained by contacting the Human Resources Office.
- 18.9.4 Both the employee and the domestic partner must attest to certain facts by completing and signing a Domestic Partnership Affidavit, which includes an Affidavit of mutual responsibility. The "Affidavit for Enrollment of Domestic Partners" is contained in Appendix G. 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. Employees are advised to consult an attorney if they have questions regarding the potential legal effects of signing the Domestic Partnership Affidavit.
- 18.9.5 The District may, at its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions contained in the Affidavit.
- 18.9.6 The Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is eligible for benefits.

18.10 **Workers' Compensation**

All workers are protected under provisions of the State Workers' Compensation Insurance Law. (See also Industrial Accident Leave, Section 10.9.) Any injury must be reported to the campus Health Services, the Office of Risk Management or the Office of Human Resources within 24 hours or the claim may be denied.

18.11 **Health Benefits for Classified Hourly Employees**

A classified hourly employee who affirms that they have no other access to medical insurance may enroll in an individual basic Kaiser health insurance plan effective the first of the month following date of hire. The District will provide prorated premium subsidy for Employee-only coverage on the basis of the proportion of the employee's regular assignment to full-time; for example, if a Classified Hourly employee's regular assignment is 16 hours per week, the District will pay 40% of the Kaiser employee-only premium and the employee pays 60% of the premium. Additional coverage for Employee+1 or Employee+Fam will be a buy up at the employee's expense.

- 18.11.1 Classified hourly employees must enroll annually.

18.11.2 Premium payments shall be dependent on the classified hourly employee's work schedule in the prior year. That is, if the work schedule drops to 8 hours per week in the following year, the employee will pay 80% of the premium and the District will pay 20% of the premium.

18.11.3 Premium payments will be made through payroll deductions from the regular monthly paychecks. District subsidy payments shall be made through reimbursement of its portion of the premium payment made by the employee directly to Kaiser for plan coverage.

18.11.4 Eligibility shall cease upon separation from service or change in status as a Classified Hourly employee.

18.12 **Negotiations**

18.12.1 The health insurance benefits provided under this article shall remain in effect per the guidelines in the Memorandum of Understanding between the District and the Participating Unions of the Joint Labor Management Benefits Council (JLMBC) as referenced in Appendix H.

18.12.2 The District and ACE will open negotiations regarding health insurance benefits based on the recommendations of the JLMBC.

ARTICLE 19 SAFETY

19.1 District Compliance

The District shall comply with all health, safety, fire and sanitation requirements imposed by state or federal law or applicable OSHA regulations. A worker who believes that a requirement is not being complied with should notify the Office of Risk Management.

19.2 No Discrimination

No worker shall be in any way discriminated against as a result of reporting to the District any condition believed to be in violation of Section 19.1 of this Article.

19.3 Worker Driving Record

19.3.1 A worker using a District vehicle on or off District property may be required to show, on request by the department issuing the vehicle, a current valid California vehicle operator's permit.

19.3.2 In work assignments where a worker may be required to have use of a District vehicle on frequent occasions, an obligatory vehicle driving background check through the Department of Motor Vehicles will be required to assure that the individual is not presently on driver's suspension or has a recent history of traffic violations. The worker must authorize the record check through completion of a Driving Record Release form

19.3.3 The driving record check is confidential and is maintained the Office of Risk Management.

19.4 Health Services

Any injury occurring to a worker while on duty must be reported to the campus Health Services or Human Resources within 24 hours or Workers Compensation claims may be denied.

19.5 As the District plans the purchase of new furniture and equipment, workers shall be consulted regarding ergonomically appropriate furniture or equipment purchased for their use.

19.6 ACE agrees to participate in the District Safety Committee convened by the District's Director of Risk Management to maintain a safe and healthful work environment within the District.

ARTICLE 20 NEGOTIATIONS

20.1 Notification

If either party wishes to alter or amend this *Agreement*, it shall, not later than 120 days prior to the termination date set forth under Article 23, provide written notice and a proposal to the other party of said desire and the nature of the amendments. Such notice shall be made public according to PERB regulations.

20.2 Commencement of Negotiations

By mutual agreement negotiations may begin at any time upon any specific portion of this *Agreement*. If a request to commence negotiations is made by either party at any time within six months immediately preceding the expiration of this *Agreement*, as set forth in Article 23, negotiations shall commence within 30 days of the filing of the request.

20.3 Public Notice

Public notice shall be given of any reopening of negotiations upon all or any part of this *Agreement* and of any additions or changes in this *Agreement* that are ratified and signed by both parties.

20.4 Released Time for Negotiations

ACE shall have the right to designate at least seven members who shall be given a reasonable amount of released time to prepare for and participate in negotiations.

20.5 Reopeners

With the exception of years when the entire *Agreement* is open for negotiation, either party may reopen negotiations on Article 8 (Pay and Allowances), Article 18 (Paid Benefits) and two additional articles of each party's choice by serving the other party written request to reopen negotiations before September 30 of each year of the agreement.

In order to address budget challenges the District can open Article 8 (Pay and Allowance) by giving the union a thirty-day written notice.

ARTICLE 21
MANAGEMENT RIGHTS

21.1 **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 22
CONTRACT REVIEW COMMITTEE

- 22.1 The District and the Union shall establish a District/ACE committee composed of three District representatives, the President of ACE, the Chair of the Negotiations and the Chief Stewards. The committee shall meet monthly, at times mutually convenient to the Union and the District, for the purpose of discussing any general problems associated with the administration of this *Agreement* and to consult on matters that are topics of consultation under Government Code Section 3543.2.
- 22.2 The parties shall not conduct any negotiations at the meetings of the Contract Review Committee, and such meetings shall not be the exclusive means by which the parties may consult with each other.

ARTICLE 23
DURATION

23.1 **Length of Agreement**

This *Agreement* will continue in effect through October 31, 2024 provided, however, that either party may reopen negotiations as specified in Article 20 (“Negotiations”).

APPENDIX A

APPENDIX OF FORMS

FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT

NOTICE OF GRIEVANCE

Grievant's Name: _____

Address: _____
(Street) (City) (Zip)

Home Phone: _____ Work Phone: _____ Ext. _____

Site: _____

Department: _____ Classification: _____

Dept: _____ Immediate Supervisor: _____

Approximate Date Grievance Occurred: _____

1. STATEMENT OF GRIEVANCE (Be specific. What happened and where?):

2. WITH WHOM IS GRIEVANCE FILED: _____

3. MEMORANDUM, RULE, LAW, REGULATION, POLICY VIOLATED, IMPROPERLY INTERPRETED OR MISAPPLIED, OR ANY OTHER RULE, REGULATION, POLICY OR SECTION OF THE AGREEMENT APPLICABLE TO SAID ACT, INCLUDING BUT NOT LIMITED TO:

4. CORRECTIVE REMEDY: _____

5. INFORMAL ATTEMPT TO RESOLUTION: _____

GRIEVANT: _____ DATE: _____

STEWARD: _____ DATE: _____

UNION REPRESENTATIVE: _____ DATE: _____

EMPLOYER COPY RECEIVED BY: _____ DATE: _____

(Give copies to: Grievant and Union)-over-

FIRST LEVEL OF REVIEW

(File with supervisor/administrator, copies to Associate Vice Chancellor, Human Resources and ACE)

1. To be completed by grievant:

Request for conference: () Yes () No

Designation of representative: () Yes () No

Name of representative: _____

Grievant's signature: _____

2. To be completed by immediate supervisor/administrator:

Date grievance was filed: _____

Immediate supervisor's decision and reason(s) for decision: _____

Immediate supervisor's signature: _____ Date: _____

SECOND LEVEL OF REVIEW

(File with second level administrator, copies to Associate Vice Chancellor, Human Resources and ACE)

1. To be completed by grievant:

Request for conference: () Yes () No

Name of representative (if different from first level): _____

Grievant's signature: _____

2. To be completed by Manager:

Date grievance was filed at second level: _____

Decision of Administrator, and reason(s) for decision: _____

Administrator's signature: _____ Date: _____

REQUEST FOR ARBITRATION (File with Associate Vice Chancellor, Human Resources)

Grievant's signature: _____ Date: _____

Signature of authorized representative of ACE: _____

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

DISCIPLINARY ACTION APPEAL FORM

I, _____, hereby appeal the disciplinary action taken against me pursuant to Article 16 of the collective bargaining *Agreement* between the Foothill-De Anza Community College District and ACE.

I request a 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 omission(s) alleged do not amount to cause for dismissal, demotion, or suspension.
- _____ The penalty imposed is excessive or unreasonable.
- _____ The required procedure was not followed.

Dated: _____ (signature)

Note: If you wish to appeal the disciplinary action taken against you, you or your representative must date and sign this form. You must also return this form to the Associate Vice Chancellor, Human Resources within seven (7) working days of the effective date of the sanction imposed against you. If the Associate Vice Chancellor, 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.

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

DONATION OF SICK LEAVE PLEDGE FORM

In accordance with Article 10 of the *Agreement* between ACE 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: _____ CWID _____

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 Not 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 _____

Copy to Payroll Services on _____ by _____

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

TRAINING/RETRAINING REIMBURSEMENT FORM

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 \$30,000 per year. Remaining money shall be rolled over to the next year but the maximum fund shall be not more than \$40,000. Training/retraining reimbursement may be used during a Staff Development Leave.

1. The worker shall provide evidence of successfully completing the class.
2. A worker may receive up to a maximum of \$1,500 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 _____ CWID _____

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)*****

Associate Vice Chancellor, Human Resources _____ Amount Reimbursed \$ _____

Processor: _____ Date of Reimbursement: _____

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

PROFESSIONAL GROWTH AWARD APPLICATION FORM

To be completed by the employee and submitted to the Professional Growth Review Panel upon completion of the requirements (see the attached "Professional Growth Award"). Please review the attached checklist and make sure you have included all the necessary documentation when submitting your application packet for review.

Name:		CWID:	
Position Title:		Date of Hire:	
Campus:		Department:	
		Office Extension:	

1. Certificate, Course or Degree

- a. **College, adult education or trade school courses.** Accredited courses or continuing education credits. No maximum.

There is NO MAXIMUM and Continuing Education Credits (CEUs) may also be used.

Institution & Date(s)	Course # & Title	Qtr/Sem Units*	# of Hours

Hit the "return" at the end of the line to add lines as needed. *Please specify QUARTER or SEMESTER Units

Section #1 Total: _____

b. Job-related skills training certificate.

NO MAXIMUM

Training Provider & Date(s)	Course Title	# of Hours

Hit the "return" at the end of the line to add lines as needed.

Section #1 Total: _____

2. District In-Service Workshops (25 HOUR MAXIMUM)

Workshop	Date(s) of Workshop	# of Hours

Hit the "return" at the end of the line to add lines as needed.

Section #2 Total: _____

3. Leadership or Committee Work (75 HOUR MAXIMUM; Non-professional organization, 10 hour maximum)

Professional Organization	Date(s) of Committee Work	# of Hours

Hit the "return" at the end of the line to add lines as needed.

Section #3 Total: _____

4. District Committee Work (MUST use Committee Work Verification Form; 75 HOUR MAXIMUM)

Committee	Date(s) of Committee Work	# of Hours

Hit the "return" at the end of the line to add lines as needed.

Section #4 Total: _____

5. Job-Related Conference, Seminar or Lecture (NO MAXIMUM LIMIT; Ineligible for carryover)

Activity	Date(s) of Activity	# of Hours

Hit the "return" at the end of the line to add lines as needed.

Section #5 Total: _____

6. Physical Fitness Activities (see Guidelines for further information; 36 HOUR MAXIMUM)

Institution & Date(s)	Course # & Title	Qtr/Sem Units*	# of Hours

Hit the "return" at the end of the line to add lines as needed.

*Please specify QUARTER or SEMESTER Units

Section #6 Total: _____

Total Application Hours: _____

NOTE: Please refer to Appendix B – Guidelines for Professional Growth Award Program for further information.

PLEASE MAKE A COPY FOR YOUR FILE BEFORE SUBMITTING

FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT

**PROFESSIONAL GROWTH AWARD
Committee Work Verification Form**

_____ participated on the _____
Name CWID

_____ Committee on the following dates and times:

Date: _____ Time: _____ No. of Hours: _____
Date: _____ Time: _____ No. of Hours: _____
Date: _____ Time: _____ No. of Hours: _____
Date: _____ Time: _____ No. of Hours: _____
Date: _____ Time: _____ No. of Hours: _____
Date: _____ Time: _____ No. of Hours: _____
Date: _____ Time: _____ No. of Hours: _____
Date: _____ Time: _____ No. of Hours: _____
Date: _____ Time: _____ No. of Hours: _____
Date: _____ Time: _____ No. of Hours: _____

Total No. of Hours: _____

I verify participation on the _____ Committee by
_____ on the dates
and times recorded.

Date: _____ Signature of Committee Chairperson: _____

FOOTHILL - DE ANZA COMMUNITY COLLEGE DISTRICT

**PROFESSIONAL GROWTH AWARD
Validation of Attendance**

This is verification that (Name) _____

attended a Seminar/Workshop on _____

Date _____ Place _____

The seminar/workshop was presented by _____

from _____ a.m./p.m. to _____ a.m./p.m.

Total hours _____

Signature of Certifying Official

Title

**POSITION DESCRIPTION QUESTIONNAIRE
Request for Reclassification - (Nonexempt Employees)**

CASE # _____

Complete the Position Description Questionnaire (PDQ) for Nonexempt Employees as carefully and thoroughly as possible. Describe your position as it is right now. Any questions which arise should be discussed with your immediate supervisor and/or appropriate administrator. In addition, have your completed questionnaire reviewed and signed by your immediate supervisor and/or appropriate administrator.

You will also need to provide a proposed job description as well as a current and proposed organizational chart and submit to Classification Desk at classification@fhda.edu along with the completed PDQ.

Classification/Job Title	
Classification/Job Title/Pay Grade Requested	
Name of Supervisor/Appropriate Administrator	
Department/Section Name	
Employee Signature	Date

Why does your job exist? Write a one-sentence statement describing the purpose of your job and how it achieves your department's objectives.

Specific Duties? List the primary duties which make up your regular activities. (e.g., File all correspondence and forms daily for manager).

List your major job duties in descending order of importance. The total of % time should equal 100%.

% of Time:	Duties:	Frequency:
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Working Relationships: Describe the routine contacts you need to have with others within or outside the organization.

Inside Contacts	Reason For Contact	Frequency of Contact

Outside Contacts

Reason For Contact

Frequency of Contact

Responsibility and Decision Making Decisions: Describe the types of responsibility you have for taking action in order to do your job properly.

- Types of decisions you make without prior approval:

- Types of decisions referred to higher authority:

- Describe the way in which your work is assigned and reviewed, and the frequency and type of guidance provided by your supervisor.

Additional Compensable Factors: Indicate whether physical effort, environment or hazards are part of your job.

Please complete the Physical/Environmental/Mental (PEM) Demands form. This is a separate document from the PDQ and must be submitted with the request. The PEM form may also be downloaded at: https://hr.fhda.edu/_downloads/PEM%20Form.pdf.

Knowledge and Skills: List the experience, education, knowledge and skills required for effective functioning in this job.

- **Minimum Education, Training and Experience**

	List special technical, academic knowledge required as a minimum qualification in this job.		Describe how much and what type of additional work experience is required as a minimum to do this job.
1		1	
2		2	
3		3	
4		4	
5		5	

Describe the most important work procedures, regulations, policies, principles etc. that you should know in order to do your job.

Describe any license, registration, certificate, or professional affiliation required to perform your job.

1	
2	
3	

- **Preferred Skills, Knowledge and Experience**

	Describe special technical, academic or other knowledge preferred in this job.		Describe how much and what type of additional work experience is preferred in this job.
1		1	
2		2	
3		3	
4		4	
5		5	

Major Challenges: Describe two or three of the most difficult challenges you face in doing your job and the means by which they are resolved.

Comments? Please state any additional comments which may be helpful in understanding this job and how it functions within the organization.

Supervisor's Comments (if applicable): Please read employee's questionnaire thoroughly and provide feedback.

What do you consider *the most important duty* of this job?

What do you consider the most important qualifications of an employee in this job?

Supervisor (if applicable):

Please confirm that you read this questionnaire.

Signed: _____ Title _____ Date _____

Appropriate Administrator's Comments: Please read employee's questionnaire thoroughly and provide feedback.

What do you consider *the most important duty* of this job?

What do you consider the most important qualifications of an employee in this job?

Appropriate Administrator:

Please confirm that you read this questionnaire.

Signed: _____ Title _____ Date _____

The appropriate Vice President (if applicable) will also need to sign off on the PDQ prior to the information being sent to the HR Specialist, Classification for committee review.

Vice President:

Please confirm that you read this questionnaire.

Signed: _____ Title _____ Date _____

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

WORKING OUT OF CLASSIFICATION FORM

EMPLOYEE NAME _____ CWID _____

POSITION # _____ DIVISION _____ DEPT _____

CAMPUS _____ CURRENT CLASSIFICATION _____ LEVEL _____

BASIS FOR OUT OF CLASSIFICATION REQUEST:

To qualify for working out of class pay an employee must temporarily work in a position at a higher salary range for more than 5 working days in any 15-calendar day period. Please check which criteria applies to your request:

_____ Employee will temporarily assume all the duties and responsibilities of a higher classification when a position in that classification is temporarily vacant.

HIGHER CLASSIFICATION TO BE ASSUMED: _____
(please attach appropriate job description)

START DATE _____ END DATE _____

OR

_____ Employee will temporarily be assigned a sufficient number of higher-level duties to clearly justify the conclusion that the employee is performing within a higher classification.

DESCRIBE HIGHER LEVEL DUTIES TO BE PERFORMED: _____

Percent of time employee will be performing higher-level duties on a daily basis _____

START DATE _____ END DATE _____

Please provide the current and proposed information

	FROM	TO
Percent of Contract	_____	_____
Classification Level	_____	_____
Account Code	_____	_____

Employee's Signature Extension Date

Supervising Administrator's Signature Extension Date

Campus Administrative Signature Extension Date

Human Resources Signature Date

APPENDIX B

**GUIDELINES FOR PROFESSIONAL
GROWTH AWARD PROGRAM**

APPENDIX B

GUIDELINES FOR PROFESSIONAL GROWTH AWARD PROGRAM

Purpose

The purpose of the Professional Growth program is to provide incentives to classified personnel in the District to enhance and update their performance through continuing education and through involvement in professional organizations and associations.

Review Panel

The Professional Growth Review Panel is composed of seven members: The Associate Vice Chancellor, Human Resources or their designee and up to six appointees.

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

1. To select their own chairperson.
2. To meet as required to review applications received prior to each meeting
3. To review and approve or deny all applications for point credit.
4. To submit their decisions to the Associate Vice Chancellor, Human Resources

Applications

Applications are due by the 10th of the month to be effective on the first of the following month. Application forms for professional growth awards are in the appendix of forms and are also available on the District Human Resources website, from the Office of Human Resources, from the review panel members, and on the ACE website.

Requirements

A worker must have completed at least one year of employment with the District and have achieved permanent status. Course work started prior to employment will not be considered for an award.

An eligible worker 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. One hundred (100) of the two hundred (200) hours may be hours completed prior to the last award which was earned in Category 1 of Requirements, completion of college, adult education, or trade school courses.

A minimum of two years in paid status must have occurred since the last award.

An application for an award must be accompanied by OFFICIAL transcripts on official letterhead that verifies specific dates and hours of attendance.

The worker must complete a diversity of activities. The hours may be earned through any combination of the following:

1) CERTIFICATE, COURSE OR DEGREE

a) COLLEGE, ADULT EDUCATION, OR TRADE SCHOOL COURSES. Each course must be approved and evidence of successful completion (grade of "C" or better, or Pass from a Pass/Fail basis) filed with the Review Panel.

There is NO MAXIMUM. Continuing Education Credits (CEU's) earned also count.

In lieu of college, adult education, trade school, and CEU's unit members who serve as Chairs in leadership positions in which the District does not pay for backfill, may count for 30 hours of their leadership hours under this section. This includes, but is not limited to, positions such as Classified Senate Presidents, Chair of Negotiations, and Chairs of Accreditation Teams. Unit members must get approval by the Associate Vice Chancellor, Human Resources prior to participating for this award to confirm the leadership position qualifies under this section.

b) JOB-RELATED SKILLS TRAINING CERTIFICATE. Participation in job-related trainings or workshops with certificate of completion or transcript filed with the review panel. Certificate must include hours completed and signature of or transcript from training provider.

2. DISTRICT IN-SERVICE WORKSHOPS. Attendance and participation in voluntary District in-service workshops related to the work of the district. Maximum of twenty-five (25) hours per award.

3. LEADERSHIP OR COMMITTEE WORK. Participation in a leadership role or in committee work in local, state, or national job-related professional associations to the extent of the guidelines approved by the Review Panel. Maximum of seventy-five (75) hours per award. Participation in a leadership role or in committee work in a non-professional association to the extent of the guidelines approved by the Review Panel. Maximum of ten (10) hours per award for non-job-related professional association. Total of the two equals 75 hours max.

4. DISTRICT COMMITTEE WORK. Participation in District committee work to the extent of the guidelines approved by the Review Panel. Maximum of seventy-five (75) hours per award.

5. JOB-RELATED CONFERENCE, SEMINAR OR LECTURE. Participation in job related special activities, such as seminars, conferences, conventions, institutes, and lectures offered by colleges, adult schools, professional associations and community organizations. NO MAXIMUM.

6. **PHYSICAL EDUCATION ACTIVITIES.** A maximum of thirty-six (36) hours for Physical Education activities per award. The exception to this limit is if the Physical Education activities are work related activities of equivalent. Activities must be documented.

Any credits (no other activities) earned through an accredited college while on Staff Development Leave shall be counted and will apply to Section 1 of the PGA application.

These guidelines apply to all applications filed with the Professional Growth Review Panel.

APPENDIX C

SALARY SCHEDULE FOR CLASSIFIED STAFF & CLASSIFIED HOURLY EMPLOYEES

- NOTE: Current salary schedule for ACE is available online at: <http://hr.fhda.edu/class-comp/b-salary-schedules.html>

APPENDIX D

CLASSIFICATION TITLES AND GRADES

Title	Grade
Academic Advisor	46
Academic Services Technician	50
Accountant I	54
Accountant II	59
Accountant, Senior	63
Accounting Assistant I	39
Accounting Assistant II	43
Accounting Technician	49
Adapted Physical Education Class Assistant	41
Adapted Physical Education Specialist	47
Administrative Assistant I	43
Administrative Assistant II	48
Administrative Assistant, Senior	52
Alternate Media Specialist	60
Applications Support Analyst I	60
Applications Support Analyst II	64
Applications Support Analyst III	70
Applications Support Analyst, Senior	74
Articulation Specialist	49
Athletic Trainer	50
Benefits Specialist	54
Benefits Technician	47
Bookstore Shipping and Receiving Assistant	41
Budget Analyst	58
Budget Analyst, Senior	64
Buyer	54
Buyer, Senior	60
Call Center Support Technician	48

Title	Grade
Cashier	41
Child Development Center Teacher	45
Child Development Center Teaching Assistant*	32
Client Systems Specialist	56
Client Systems Specialist, Senior	62
Client Systems Technician	52
Clinic Nurse*	60
Communications Associate	54
Community Service Officer	45
Coordinator, Academic Services	56
Coordinator, Assessment	48
Coordinator, Assistive Technology	60
Coordinator, Bookstore Courseware	52
Coordinator, Bookstore	52
Coordinator, Campus Facilities	56
Coordinator, Career Development	50
Coordinator, Cashier Services	48
Coordinator, Computer Laboratory	52
Coordinator, Development and Communications	60
Coordinator, Disability Support Programs and Services (DSPS)	51
Coordinator, Enrollment Services	55
Coordinator, Extended Opportunity Programs and Services (EOPS)	51
Coordinator, Facilities and Equipment	43
Coordinator, Financial Aid	49
Coordinator, Flea Market	46
Coordinator, Furniture, Fixtures, And Equipment	56
Coordinator, Graduation and Evaluation	56
Coordinator, Instructional Support, Discipline	49

Title	Grade
Coordinator, Laboratory Chemistry	53
Coordinator, Laboratory Physical Sciences, Mathematics and Engineering (PSME)	53
Coordinator, Museum Programs	52
Coordinator, Planetarium	59
Coordinator, Radio Station*	40
Coordinator, Special Projects	52
Coordinator, Student Activities	46
Coordinator, Student Resources	46
Coordinator, Student Success and Support Program	50
Coordinator, Technology Resources	60
Data Analyst	70
Dental Clinic Administrative Assistant	52
Enrollment Services Specialist I	44
Enrollment Services Specialist II	48
Extended Opportunity Program and Services (EOPS) Specialist	47
Evaluation Specialist	49
Executive Assistant	57
Facilities And Equipment Assistant	39
Financial Aid Specialist	45
Grants Administrator	63
Graphic Designer	58
Graphic Designer, Senior	62
Health Services Medical Assistant	45
Human Resources Technician II	50
Human Resources Technician III	54
Infrastructure Technical Specialist	56
Instructional Associate, Discipline*	47
Instructional Associate, Disability Support Programs and Services (DSPS)	47

Title	Grade
Instructional Designer	60
Instructional Technician, Automotive Technology*	50
Instructional Technology Systems Engineer	72
International Student Services Specialist	48
International Student Services Specialist, Senior	52
Laboratory Assistant, Automotive Technology	46
Laboratory Technician, Biology	47
Laboratory Technician, Ceramics*	47
Laboratory Technician, Chemistry	47
Laboratory Technician, Computer Science	47
Laboratory Technician, Design and Manufacturing Technology	47
Laboratory Technician, Discipline	47
Laboratory Technician, Environmental Studies	47
Laboratory Technician, Film/Television	47
Laboratory Technician, Fine Arts	47
Laboratory Technician, Horticulture	47
Laboratory Technician, Nursing	47
Laboratory Technician, Photography	47
Laboratory Technician, Sculpture	47
Learning Resources System Engineer	72
Library Technician	48
Mobility Assistant/Driver	47
Multimedia Producer	64
Music Accompanist*	47
Network Administrator I	61
Network Administrator II	65
Network Engineer	72
Network Security Engineer	73

Title	Grade
Nurse Practitioner	74
Office Assistant	37
Payroll Technician	46
Payroll Technician, Senior	51
Planetarium Assistant*	48
Planetarium Specialist	53
Police Dispatcher	46
Program Coordinator I	55
Program Coordinator II	59
Project Analyst	56
Project Analyst, Senior	60
Real Time Captioner	57
Reprographics Technician	44
Research Analyst	64
Research Analyst, Senior	70
Sign Language Interpreter	57
Student Affairs Specialist	52
Student Success Specialist	48
Systems Analyst	68
Systems Analyst, Senior	72
Technology Training Specialist	54
Testing Technician	45
Veterans Resource Specialist	48
Web Administrator	70
Web Support Technician	66
Writer/Editor	60

Position titles with an asterisk "*" are also being used as Classified Hourly (C2) Positions.

APPENDIX E

**ELIGIBILITY CRITERIA FOR
DOMESTIC PARTNERS' BENEFITS
AND
AFFIDAVIT FOR ENROLLMENT**

APPENDIX E
ELIGIBILITY CRITERIA FOR DOMESTIC PARTNERS' BENEFITS

I. 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.

II. Eligibility and Enrollment Criteria

- A. In order to enroll for coverage of the domestic partner, the employee and their 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 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 they understand 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 their 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 their 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.

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
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 (6) 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 their 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 their 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 _____, 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 their authorized capacity(ies), and that by
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:

APPENDIX F

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 themselves, 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, a stepchild, or a legal ward 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."

Applications 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 their 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 workweeks, 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 their 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 Associate Vice Chancellor, 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 their 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 their own serious medical condition is unable to perform the essential functions of their 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 economic injury 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.

Health Care 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.

APPENDIX G

**JOINT CLASSIFICATION AND
COMPENSATION STUDY
IMPLEMENTATION
AGREEMENT**

MEMORANDUM OF UNDERSTANDING

ASSOCIATION OF CLASSIFIED EMPLOYEES AND FOOTHILL DE ANZA COMMUNITY COLLEGE DISTRICT

This memorandum of understanding is entered into by and between the Foothill-De Anza Community College District (“District”) and the Association of Classified Employees (“ACE”) addressing the agreement reached between the parties regarding the ACE Classification Study and its results.

The parties recognized that over the years the internal alignment of classifications had become skewed and were in need of adjustment to ensure proper representation of duties and their assigned salary range relative to other District classifications. In addition, the responsibilities of certain positions had evolved over time and were in need of review for possible reclassification.

The parties entered into an agreement to engage an outside consultant, Koff and Associates (“Koff”), to conduct a classification study of all ACE positions and provide a report of recommendations for consideration and negotiation by the parties. Employees had an opportunity to submit updated position questionnaires and many were invited by Koff for interview as part of its review. The parties have negotiated the results of that study and reached the following agreements. The parties acknowledge the entire agreement is contingent upon ratification by ACE and approval of the Board of Trustees.

Effective Date – July 1, 2019

All salary range assignment and classification changes shall be effective July 1, 2019.

Changes for affected employees are applicable to ACE employees in active status as of the effective date of ratification by ACE or approval of the Board of Trustees, whichever occurs first. Individuals with salary placement to a higher range as a result of reclassification or higher placement of their current classification will be placed on the same salary step as they currently hold; for example, an employee at Range 39, Step 4 whose position is reassigned to Range 42 will be placed on Range 42, Step 4. Nonetheless, irrespective of lacking current ACE employee status and irrespective of the lack of ACE representation of these employees, in the event there are current active employees who through transfer or recruitment and without a break in service are no longer represented by ACE subsequent to July 1, 2019, those employees shall be included in the application of this agreement on a one-time, non-precedent setting basis.

Y-Rating

An employee whose position or classification is assigned to a Salary Range that is lower than the employee’s current Salary Range shall have their salary Y-Rated as follows. As of the effective date of the parties’ signatures to the Tentative Agreement (February 3, 2021), an employee whose current salary assignment is above the maximum of the new range placement

shall retain their current salary and shall not receive any additional step increases and shall not receive any COLA increase applicable to the salary schedules until such time as the maximum of the new range exceeds the employee’s current salary assignment. Subsequent to the effective date of the parties’ signatures to this Tentative Agreement the employee’s Salary (based on current Step and Salary Range) shall be held static (YRated) and the employee shall receive Step and COLA increases only up to the maximum of the new range.

Irrespective of Y-Rating an employee’s current salary assignment, an employee’s salary may be reduced based on the implementation of the parties’ compensation agreement currently in effect and adjusting all salary effective July 1, 2021 (see Compensation Agreement for the 2019-2020, 2020-2021, and 2021-2022 year). For example, an employee on Range 52, Step 5 will have their salary amount changed to the adjusted Range 52, Step 5.

Reclassification

The District and ACE are aware that future changes to current staffing and position expectations are likely, as a result of impending budget cuts currently projected for July 2022, or July 2023 at the latest. Employees may continue submission of reclassification requests under the following condition: the completed reclassification request shall be received by the District Office of Human Resources by August 31, 2021 in the event budget cuts are anticipated for July 1, 2022. In the event budget cuts are delayed until July 1, 2023, the completed reclassification request shall be received by the District Office of Human Resources by August 31, 2022.

The District shall contract with Koff (who is now quite familiar with the District’s positions) to conduct the evaluation and analysis of timely submitted reclassification requests. ACE and the District shall share equally in the cost of the Koff reclassification review and analysis.

Working Out of Class

Classification analysis for an employee working out of class was conducted on the job duties of the employee’s permanent assignment and not the WOC duties. Hiring decisions for a vacant position currently filled by WOC assignment shall be filled via a recruitment process and not through reclassification of the employee temporarily filling the position. In the case of a WOC assignment due to additional duties assigned the incumbent, in the event such duties become permanent, the employee may submit a request for review under the reclassification procedure, subject to the timeline criteria noted above.

Classifications Not Currently in Use

The following classifications not currently in use shall be eliminated or retained as follows.

TITLE	RANGE	ACTION	NOTES
Allied Health & Nursing Specialist	42	ELIMINATE	
Broadcast Production Coordinator	54	ELIMINATE	

Communications Operator/Receptionist	33	ELIMINATE	
Community Education Web Support/Marketing Specialist	54	ELIMINATE	
Counseling Services Specialist	46	ELIMINATE	
Customer Services Assistant	37	ELIMINATE	
Executive Director, Kirsch Center for Environment Studies & The Environmental Study Area	54	ELIMINATE	
Human Resources Technician I	46	ELIMINATE	COMBINED WITH HR TECH II
Instructional Computer Lab Administrator, Senior	60	ELIMINATE	
Instructional Services Coordinator	55	ELIMINATE	
International Operations Analyst	58	ELIMINATE	
International Student Services Specialist I	N/A	NOT A CURRENT TITLE; AGREED WILL NOT PLACE INTO USE AT THIS TIME	COMBINED WITH INTERNATIONAL STUDENT SERVICES SPECIALIST II AND RETITLED; see International Student Services Specialist
International Student Services Specialist II	N/A	NOT A CURRENT TITLE; AGREED WILL NOT PLACE INTO USE AT THIS TIME	RETITLED; See International Student Services Specialist
Internship/Job Developer	50	ELIMINATE	
Laboratory Technician, Art	45	ELIMINATE	RETITLED; See Laboratory Technician, Sculpture
Laboratory Technician, Auto Technology	N/A	NOT A CURRENT TITLE; AGREED WILL NOT PLACE INTO USE AT THIS TIME	RETITLED; See Instructional Technician, Automotive Technology

Multimedia Coordinator	60	ELIMINATE	RETITLED; See Coordinator, Technical Resources
Outreach Assistant	41	ELIMINATE	
Payroll Technician I	41	ELIMINATE	COMBINED WITH PAYROLL TECH II AND RETITLED; See Payroll Technician
Payroll Technician II	46	ELIMINATE	RETITLED; See Payroll Technician
Physical Education/Wellness Assistant	45	ELIMINATE	
Program Coordinator, Senior	56	ELIMINATE	PROGRAM COOR I COMBINED WITH PROGRAM COOR II AND RETITLED; See Program Coordinator I. PROGRAM COORDINATOR, SENIOR RETITLED; See Program Coordinator II.
Publications, Publicity & Editorial Coordinator	56	ELIMINATE	
Short Course Assistant	40	ELIMINATE	
Secretary	37	ELIMINATE	
Senior Client Systems Specialist	N/A	NOT A CURRENT TITLE; AGREED WILL NOT PLACE INTO USE AT THIS TIME	RETITLED; see Client Systems Specialist, Senior
Technology Services Technician	45	ELIMINATE	
Technology Services Technician II	48	ELIMINATE	
Testing Assistant	33	KEEP (VACANT POSITION)	PARTIES AGREED TO RANGE 41 July 2020
Classified Hourly			

PM Stockroom Clerk	35	ELIMINATE	RETITLED; See Laboratory Technician, Chemistry
Massage Therapy Assistant	35	ELIMINATE	

Classification Assignment

Each position has been reviewed and assigned to the classification that most reasonably aligns with the duties and responsibilities of the position. The results of this review of each position may include no change, a change in title, or reclassification to a different classification, and may include assignment to the same, or a lower or higher salary range, or some combination of these effects. The attached spreadsheet (incorporated herein) demonstrates the effect of agreed upon changes to each incumbent, if currently filled.

Salary Range Placement

The parties agreed to the salary range placement of all retained classifications as follows.

Academic Advisor – Range 46

Academic Services Technician – Range 50

Accountant I – Range 54

Accountant II – Range 59

Accountant, Senior – Range 63

Accounting Assistant I – Range 39

Accounting Assistant II - Range 43

Accounting Technician – Range 49

Adaptive PE Class Assistant – Range 41

Adapted PE Specialist – Range 47

Administrative Assistant I – Range 43

Administrative Assistant II – Range 48

Administrative Assistant, Senior – Range 52

Alternate Media Specialist – Range 60

Application Support Analyst I – Range 60

Application Support Analyst II – Range 64

Application Support Analyst III – Range 70

Application Support Analyst, Senior – Range 74

Articulation Specialist – Range 49

Athletic Trainer – Range 50

Benefits Specialist – Range 54

Benefits Technician – Range 47

Bookstore Shipping and Receiving Assistant – Range 41

Budget Analyst – Range 58

Budget Analyst, Senior – Range 64

Buyer – Range 54

Buyer, Senior – Range 60

Call Center Support Technician – Range 48

Cashier – Range 41

Child Development Center Teacher – Range 45

Child Development Center Teaching Assistant – Range 32

Client Systems Specialist – Range 56

Client Systems Specialist, Senior – Range 62

Client Systems Technician – Range 52

Clinic Nurse – Range 60

Communications Associate – Range 54

Community Services Officer – Range 45

Coordinator, Academic Services – Range 56

Coordinator, Assessment – Range 48

Coordinator, Assistive Technology – Range 60

Coordinator, Bookstore – Range 52

Coordinator, Bookstore Courseware – Range 52

Coordinator, Campus Facilities – Range 56

Coordinator, Career Development – Range 50

Coordinator, Cashier Services – Range 48

Coordinator, Computer Laboratory – Range 52

Coordinator, Development and Communications – Range 60

Coordinator, DSPS – Range 51

Coordinator, Enrollment Service - Range 55

Coordinator, EOPS – Range 51

Coordinator, Facilities and Equipment – Range 43

Coordinator, Financial Aid – Range 49

Coordinator, Furniture, Fixture and Equipment – Range 56

Coordinator, Flea Market – Range 46

Coordinator, Graduation and Evaluation – Range 56

Coordinator, Instructional Support, Discipline – Range 49

Coordinator, Laboratory Chemistry – Range 53

Coordinator, Laboratory PSME – Range 53

Coordinator, Museum Programs – Range 52

Coordinator, Planetarium – Range 59

Coordinator, Radio Station – Range 40

Coordinator, Student Activities – Range 46

Coordinator, Student Resources – Range 46

Coordinator, Student Success and Program Support – Range 50

Coordinator, Technology Resources – Range 60

Data Analyst – Range 70

Dental Clinic Administrative Assistant – Range 52

Enrollment Services Specialist I – Range 44

Enrollment Services Specialist II – Range 48

EOPS Specialist – Range 47

Evaluation Specialist – Range 49

Executive Assistant – Range 57

Extended Opportunity Program and Services (EOPS) Specialist – Range 47

Facilities and Equipment Assistant – Range 39

Financial Aid Specialist – Range 45

Grants Administrator – Range 63

Graphic Designer – Range 58

Graphic Designer, Senior - Range 62

Health Services Medical Assistant - Range 51

Human Resources Tech II – Range 50

Human Resources Tech III – Range 54

Infrastructure Technical Specialist – Range 56

Instructional Associate, Discipline – Range 47

Instructional Associate, DSPS – Range 47

Instructional Designer – Range 60

Instructional Technician, Automotive Technology – Range 50

Instructional Technology Systems Engineer – Range 72

International Student Services Specialist – Range 48

International Student Services Specialist, Senior – Range 52

Laboratory Assistant, Auto Technology - Range 46

Laboratory Technician, All Various Disciplines as follows–Range 47

- Laboratory Technician, Discipline
- Laboratory Technician, Biology
- Laboratory Technician, Ceramics
- Laboratory Technician, Chemistry
- Laboratory Technician, Computer Science
- Laboratory Technician, Design and Manufacturing Technology
- Laboratory Technician, Environmental Studies
- Laboratory Technician, Film/Television
- Laboratory Technician, Fine Arts
- Laboratory Technician, Horticulture
- Laboratory Technician, Nursing
- Laboratory Technician, Photography
- Laboratory Technician, Sculpture

Learning Resources Systems Engineer – Range 72

Library Technician – Range 48

Mobility Assistant Driver – Range 47

Multimedia Producer – Range 64

Music Accompanist – Range 47

Network Administrator I – Range 61

Network Administrator II – Range 65

Network Engineer – Range 72

Network Security Engineer – Range 73

Nurse Practitioner – Range 74

Office Assistant – Range 37

Payroll Technician – Range 46

Payroll Technician, Sr. – Range 51

Planetarium Assistant – Range 48

Planetarium Specialist – Range 53

Police Dispatcher – Range 46

Program Coordinator I – Range 55

Program Coordinator II – Range 59

Project Analyst – Range 56

Project Analyst, Senior – Range 60

Real Time Captioner – Range 57

Reprographics Technician – Range 44

Research Analyst – Range 64

Research Analyst, Senior – Range 70

Sign Language Interpreter – Range 57

Special Projects Coordinator – Range 52

Student Affairs Specialist – Range 52

Student Success Specialist – Range 48

Systems Analyst – Range 68

Systems Analyst, Senior – Range 72

Technology Training Specialist – Range 54.

Testing Assistant – Range 41

Testing Technician – Range 45

Veterans Resource Specialist – Range 48

Web Administrator – Range 70

Web Support Technician – Range 66

Writer/Editor – Range 60

On behalf of ACE

Bradley G Booth 2/25/2025

Bradley Booth
ACE Counsel
Association of Classified Employees

Cathleen J Monsell

2/25/2021

Cathleen Monsell
Chief Negotiator
Association of Classified Employees

On behalf of the District



2/28/2021

Dorene Novotny, Chief Negotiator
Vice Chancellor, Human Resources/EO
Foothill-De Anza Community College District

Myisha Washington

03/01/2021

Myisha Washington, Chief Negotiator
Interim Vice Chancellor, Human Resources/EO
Foothill-De Anza Community College District

APPENDIX H

MEMORANDUM OF UNDERSTANDING ON PROVISIONS OF HEALTH INSURANCE PLANS

NOTE: MOU on Provisions of Health Insurance Plans for ACE
is available online at:
[https://go.boarddocs.com/ca/fhda/Board.nsf/goto?open&id=CVV
T337551E1](https://go.boarddocs.com/ca/fhda/Board.nsf/goto?open&id=CVV
T337551E1)

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