

# ***AGREEMENT***

**between**

**THE BOARD OF TRUSTEES**

**of the**

**FOOTHILL-DE ANZA COMMUNITY  
COLLEGE DISTRICT**

**and**

**TEAMSTERS  
LOCAL 287**



**July 1, 2018 – June 30, 2021**



## Table of Contents

<b>PREAMBLE</b> .....	<b>iii</b>
<b>ARTICLE 1 – Recognition and Effect of Agreement</b> .....	<b>1</b>
<b>ARTICLE 2 – No Discrimination</b> .....	<b>2</b>
<b>ARTICLE 3 – Union Security</b> .....	<b>3</b>
<b>ARTICLE 4 – District Rights</b> .....	<b>6</b>
<b>ARTICLE 5 – Employment Practices</b> .....	<b>7</b>
<b>ARTICLE 6 – Pay and Allowances</b> .....	<b>16</b>
<b>ARTICLE 7 – Holidays and Vacations</b> .....	<b>22</b>
<b>ARTICLE 8 - Leaves</b> .....	<b>24</b>
<b>ARTICLE 9 - Layoff</b> .....	<b>37</b>
<b>ARTICLE 10 – Grievance Procedure</b> .....	<b>41</b>
<b>ARTICLE 11 – Hours and Overtime</b> .....	<b>47</b>
<b>ARTICLE 12 – Expenses and Materials</b> .....	<b>51</b>
<b>ARTICLE 13 – Classification and Reclassification</b> .....	<b>52</b>
<b>ARTICLE 14 – Disciplinary Action</b> .....	<b>55</b>
<b>ARTICLE 15 – Health &amp; Welfare Benefits</b> .....	<b>62</b>
<b>ARTICLE 16 - Retirement</b> .....	<b>67</b>
<b>ARTICLE 17 – Change in Employment Status Because of Disability</b> .....	<b>72</b>
<b>ARTICLE 18 – Pre-Retirement Reduction in Contract</b> .....	<b>73</b>
<b>ARTICLE 19 - Safety</b> .....	<b>75</b>
<b>ARTICLE 20 - Negotiations</b> .....	<b>77</b>
<b>ARTICLE 21 - Duration</b> .....	<b>78</b>
<b>ARTICLE 22 - Stewards</b> .....	<b>79</b>
<b>ARTICLE 23 – Union Rights</b> .....	<b>80</b>
<b>ARTICLE 24 – Contract Review Committee</b> .....	<b>82</b>
<b>APPENDIX A</b> .....	<b>83</b>
Definitions .....	84
<b>APPENDIX B</b> .....	<b>85</b>
Notice of Grievance .....	86
Disciplinary Action Appeal Form .....	88
Donation of Sick Leave Pledge Form .....	89
Education, Travel and Conference Fund .....	90

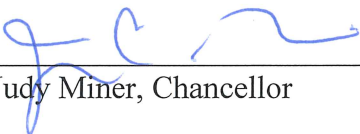
Professional Growth Award Application .....	92
Guidelines for Professional Growth Award Program .....	94
Request for Reclassification - (Nonexempt Employees) .....	100
Application for Supervisor Staff Development Leave.....	108
<b>APPENDIX C – Salary Schedule .....</b>	<b>112</b>
<b>APPENDIX D .....</b>	<b>113</b>
Eligibility Criteria for Domestic Partners’ Benefits.....	114
Affidavit for Enrollment of Domestic Partners.....	117
<b>APPENDIX E .....</b>	<b>120</b>
Family Medical Leave Act/California Family Rights Act .....	121
Application for Family Medical Leave .....	125
Medical Certification Statement .....	126
<b>APPENDIX F.....</b>	<b>127</b>
Evaluation Procedures and Forms.....	128
<b>APPENDIX G.....</b>	<b>132</b>
MOU on Provisions of Health Insurance Plans .....	133


**PREAMBLE**

This *Agreement* is made and entered into this July 8, 2019 by and between the Board of Trustees of the Foothill-De Anza Community College District, Los Altos Hills, California, hereinafter referred to as the "District," and FREIGHT, CONSTRUCTION, GENERAL DRIVERS AND HELPERS UNION, TEAMSTERS LOCAL 287, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union."

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:   
\_\_\_\_\_  
Judy Miner, Chancellor

By:   
\_\_\_\_\_  
Myisha Washington, Chief Negotiator  
Director, Human Resources

**TEAMSTERS LOCAL 287**

**Negotiations Team Members**

By:   
\_\_\_\_\_  
George Robles

By:   
\_\_\_\_\_  
Elaine Kuo

By:   
\_\_\_\_\_  
Tonette Torres



## ARTICLE 1

### RECOGNITION AND EFFECT OF AGREEMENT

- 1.1 The District hereby recognizes Teamsters Local 287 (herein referred to as the Union) as the exclusive bargaining representative for all supervisory positions. All newly created classified supervisory 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* expresses the entire understanding between the Board and the Union 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 them, whether written or oral. It also supersedes any rules, regulations, policies or practices of the Board that are contrary to or inconsistent with its terms.
- 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 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 supervisor based on race, color, national origin, ancestry, sex, gender identity, political activity, sexual orientation, age, mental or physical disability, medical condition, marital status or religious creed. Allegations of discrimination, which may be referred to a state or federal administrative agency, shall not be subject to the grievance procedure.



## ARTICLE 3

### UNION SECURITY

**3.1** It shall be a condition of employment that all supervisors of the District covered by this *Agreement* who are members of the Union in good standing on the effective date of this *Agreement* shall remain members in good standing and those who are not members on the effective date of this *Agreement* shall, on the thirtieth (30<sup>th</sup>) day following the effective date of this *Agreement*, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this *Agreement* and hired after its effective date shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment become and remain members in good standing in the Union.

**3.2** **Check-Off of Initiation Fees, Assessments, Union Dues and/or D.R.I.V.E. Contributions**

The District agrees to deduct from the pay of all supervisors covered by this *Agreement*, the dues, initiation, assessment, and/or reinitiation fees of the Union representing such supervisors. The District also agrees to remit to the Union all such deductions at the end of the month for which the deduction is made. The Union will provide the appropriate deduction form for the supervisors who voluntarily desire such service.

**3.3** **Service Fee:**

3.3.1 Every supervisor in the bargaining unit who is not a member of Local 287 within 30 days of the effective date of this *Agreement*, and every supervisor who hereafter comes into the bargaining unit, shall, within 30 days of the effective date of this *Agreement* or within 30 days of their employment, whichever is later, either apply for membership and execute an authorization for dues deduction on a form provided by the Union or execute a payroll deduction form authorizing the District to deduct from their wages the amount specified by the Union as a service fee. Service fees shall not exceed the cost of membership dues. If a supervisor fails to authorize a deduction either for dues or for a service fee within the 30 days specified and fails to provide the District with proof that they have paid dues or the service fee directly to Local 287, the District shall automatically commence a deduction for a service fee from the wages of that supervisor.

3.3.2 Notwithstanding any other provision of this Article, any supervisor who is a member of a bonafide religious body whose traditional tenets or teachings include objections to joining or financially supporting public sector labor organizations may file an "Objection to Payment of Fees" with the Union and the District in writing. Said "Objection to Payment of Fees" shall include a statement signed by the supervisor identifying their religious affiliation and explaining the tenet or teaching under which the objection is made. To qualify as a conscientious objector, the supervisor must submit a notarized statement signed

by an official of the bonafide religious organization and certifying the person's membership.

- 3.3.3 In lieu of dues or service fees, any employee who qualifies under Subsection 2 shall pay a charity fee. Such fee shall be equal to the service fee and shall be deducted from the paycheck. It shall be forwarded to one of the three mutually agreed upon charities (Red Cross, Aris Project, Girl Scouts). These charities cannot benefit either the District or the Union and must qualify as 501.c (3) charities. The Union shall be notified quarterly that such payments to the charity have been made.

### **3.4 Enforcement:**

- 3.4.1 Upon receipt of a properly executed payroll deduction form pursuant to either Sections 3.2 or 3.3, the District shall deduct from each salary warrant due the employee 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 Local 287. The District shall have no other obligation with respect to the amount deducted pursuant to this Article, whether expressed or implied.
- 3.4.2 The Union shall reimburse the District for any reasonable litigation costs and attorney fees and shall hold the District harmless from any liability arising from any and all claims, demands, lawsuits, or any other actions arising from any implementation or compliance with this Article or District reliance on any list, notice, document, certification, or authorization furnished by the Union under this Article. The District agrees to notify the Union immediately upon presentation of claims within the scope of this clause.

### **3.5 Voluntary Payroll Deductions:**

Dues may not be deducted for any "employee organization" as defined in Government Code Section 3540.1 except for Local 287. An employee may elect to have deductions of at least \$2.00 per item made from their monthly salary for the following:

- 3.5.1 Payment to tax-deferred annuities.
- 3.5.2 Payment to a credit union.
- 3.5.3 Purchase of government savings bonds.
- 3.5.4 Premiums for insurance sponsored by a professional association or the Union.
- 3.5.5 Contributions to any scholarship fund administered by the District or by the Union.

- 3.5.6 Contributions to a student loan fund or a student assistance fund administered by the District.
- 3.5.7 Contributions to the Foothill-De Anza Foundation.
- 3.5.8 Contributions to United Way. (Contributions to another charitable organization may be arranged providing at least twenty-five District employees agree to authorize deductions.)
- 3.5.9 Such other payments or contributions as may be mutually agreed upon by the District and the Union, provided that 25 or more employees agree to authorize the deduction. (Supervisors who, on or before July 1, 1986, were deducting less than \$2.00 for a specific item shall be permitted to maintain that deduction under this subsection.)
- 3.5.10 Contributions to Democratic Republican Independence Voter Education (D.R.I.V.E.) administered by the International Brotherhood of Teamsters.



## ARTICLE 4

### DISTRICT RIGHTS

- 4.1** It is understood and agreed that the Board of Trustees retains all of its powers, rights and authority to direct, control, and govern the District to the full extent of the law. The exercise of the Board's rights, powers and authority, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and express terms of the *Agreement* as well as the provisions of Government Code Sections 3543.2 and 3543.3 and then only to the extent such specific and express terms are in conformance with the law. In the event the Union determines that the District, in the exercise of any of its management functions has violated its obligations under the *Agreement*, the Union shall have recourse to the grievance procedure.





## ARTICLE 5

### EMPLOYMENT PRACTICES

#### 5.1 **Probationary Employment:**

Supervisors who are employed for the first time or are re-employed by the District after resignation serve for a period of one year from the date of employment or re-employment as probationary supervisors. At the end of the third and sixth months of employment they will receive written evaluations of their work and their progress towards permanency. (See Appendix F.)

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

##### 5.1.1 **Promotional Probationary Period:**

For a permanent supervisor who changes job classification due to promotion, probation shall be for six months, unless the supervisor is released from the new job before this time. At the end of the third month on the new job, the supervisor shall receive a written evaluation of their performance and progress towards permanency. The supervisor 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 Director of Human Resources shall assign the supervisor to a position in the class in which they hold permanency. They will be reinstated as a permanent supervisor, and their seniority at the higher position shall be credited to their seniority in the lower class.

#### 5.2 **In-Service Training:**

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

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

class, the supervisor will receive released time for attendance if necessary and reimbursement for all fees and/or books required for enrollment in the class.

All supervisors are encouraged to enter into in-service training.

### **5.3 Recommendation for Permanency:**

During the month before a supervisor 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 administrator will review all of the supervisor's evaluations in reaching this determination.

5.3.1 If the supervising administrator decides that employment will be continued, permanency will be recommended in writing through the regular evaluation form and will be approved by the supervising administrator. This decision will be reviewed with the supervisor. The recommendation will be forwarded to the Office of Human Resources.

5.3.2 If the supervising administrator does not recommend that the supervisor be granted permanency, employment shall be terminated.

5.3.3 Once the supervisor has been granted permanency, they may only be dismissed for cause. (See Article 14, Disciplinary Action.)

5.10.2 A permanent supervisor remains subject to layoff for lack of work or lack of funds in accordance with their seniority and displacement rights, if any. (See Article 9, Layoff.)

### **5.4 Transfer:**

Supervisors may request a transfer to another position.

Transfers may also be initiated by the District to adjust for overages in staff, to meet the need for special skills, or to alleviate special problems. The administrator will explain to the supervisor prior to the transfer the hours of work, location, immediate administrator's name, and reasons for transfer. When a supervisor is transferred from one position in the District to one which is under a different supervising administrator, the two supervising administrators will arrange a mutually acceptable date of transfer. The transfer will take place as soon as feasible, but in no case may it be delayed longer than ten working days after the Office of Human Resources has been notified officially by the supervising administrator that a supervisor is being transferred.

Transfers shall not be used as a form of discipline.

## **5.5 Reorganization:**

Reorganizations of positions within an organizational unit as a result of new, improved or different service requirements shall be recommended by management and handled through the normal meet and confer process.

- 5.5.1 When a supervising manager plans to reorganize his or her department, the District shall notify the Union and the appropriate steward in writing. 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.
- 5.5.2 If there is a request to meet, the parties shall meet and confer over the impact of the proposed reorganization. If no agreement is reached regarding job classification, the parties will use the appeal procedures of Article 13, Classification and Reclassification.
- 5.5.3 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.

## **5.6 Work Year:**

All supervisors shall be employed as 12-month, 11-month, or 10-month employees.

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

The work year for each 11-month supervisor shall be 11 months every fiscal year with the supervisor in non-paid status for four consecutive weeks or one month, normally between the last day of the spring academic term and the first day of the fall academic term or another time mutually agreed upon by the supervisor and administrator. Selection of the specific period during which an 11-month supervisor is to be in non-paid status shall be determined by mutual agreement between the supervisor and their supervising administrator 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 supervisor wishes to have the supervisor's unpaid time off taken at a time other than that provided for in this section, the consent of the District, the supervisor and the Union is required 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.

The work year for each 10-month supervisor shall be 10 months every fiscal year with the supervisor 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 supervisor is to be in non-paid status shall be determined by mutual agreement between the supervisor and his or her supervising administrator 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 supervisor wishes to have the supervisor's unpaid time off taken at a time other than that provided for in this section, the consent of the District, the supervisor and the Union is required 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.

Any 11-month, 10-month, supervisor whose contract is extended beyond the supervisor'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 supervisor's normal rate of accrual.

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.

All 11-month or 10-month supervisors 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 non-paid months each 11-month, and 10-month supervisor must file a statement with the Director of Human Resources setting forth the supervisor's intent to return to work and the weeks during which the supervisor will be in non-paid status. The Office of Human Resources shall send out required forms to each affected supervisor not later than May 15.

## **5.7 Termination:**

### **5.7.1 Notice of Resignation:**

A supervisor who wishes to leave the service of the District in good standing must file with the Board of Trustees through the administrator 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 supervisor. The resignation of the supervisor shall be final and effective at the time of receipt by the Chancellor or designee.

### **5.7.2 Abandonment of Position:**

If a supervisor is absent for three working days without leave or without having notified their administrator, the absence will be an automatic resignation from the District. A supervisor may request reinstatement from such a resignation. If the District has given the supervisor written notice of the automatic resignation, any request for reinstatement must be filed with the Director of Human Resources within 15 days of this notice. Reinstatement may be granted only if

the supervisor makes a satisfactory explanation of the cause of their absence and for failure to notify their supervisor. Reinstatement will be determined by the supervising administrator in consultation with the Director of Human Resources or their designee.

**5.7.3 Paid Benefits and Leave Credit upon Termination:**

A supervisor 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.

**5.8 Reemployment:**

If a former supervisor 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 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 supervisor is re-employed in probationary status in accordance with Section 5.1 of this Article.

**5.9 Evaluation of Performance:**

Evaluations of supervisor performance are made on a regular schedule. (See Sections 5.1 and 5.3.) The evaluation process serves as an opportunity for both the supervisor and the administrator to clarify expectations and goals for performance of the supervisor's job duties and responsibilities. The evaluation is a written assessment of the supervisor's performance and enhances communication between the supervisor 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 administrator and the supervisor to indicate that it has been discussed. The supervisor may comment in writing on the evaluation form (within 10 days of receipt of evaluation), which then is filed in the official personnel file. (See Appendix F for process and forms.)

**5.10 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 supervisor. Information from the employment records of a supervisor shall not be released outside of the District without the consent of the supervisor 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 supervisor.

The Office of Human Resources maintains a complete file of records on each supervisor of the District. Except for routine records, no items will be placed in a personnel file without the knowledge of the supervisor. A supervisor may examine the contents of this

file. No document may be removed from the file, but the supervisor may receive a photocopy of any item on request. Each person's folder will normally contain the following items:

- 5.10.1 The original application form;
- 5.10.2 Records of all job classifications, assignments and pay changes;
- 5.10.3 The original copies of all evaluations;
- 5.10.4 Copies of garnishments and other legal papers processed by the District;
- 5.10.5 Changes of name or address;
- 5.10.6 Other pertinent data concerning the supervisor.

The supervisor must read and sign all evaluations and contract changes before these are added to the permanent file. In signing, the supervisor 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 supervisor which is damaging to their character or reputation, the Vice Chancellor of Human Resources will seal this information in an envelope to be opened only by her/him, the President of either campus, the Chancellor/Superintendent, the Board of Trustees, or the supervisor or their representative as designated in writing. Whenever such information is placed in a file the supervisor will be notified.

An official personnel file of each supervisor shall be maintained. Any working files kept by any supervising administrator may contain material that is appropriate to day-to-day supervision. However, no adverse action of any kind shall be taken against the supervisor based on materials, which are not in the official personnel file. Information in the supervising administrator's working file may contain backup information to official material in process before being placed in the official file, or unofficial day-to-day information.

The supervisor 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 supervisor 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 supervisor so requests, shall be removed from the supervisor'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.

**5.11 The Hiring of Relatives:**

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

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

**5.12 Change of Address:**

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

**5.13 Tuberculosis Examination:**

Each new supervisor of the District must provide written evidence that they have been examined for tuberculosis within 60 days after the beginning of work. The supervisor may not begin work unless this examination demonstrates freedom from active tuberculosis.

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

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

## **5.14 Employment Vacancies:**

### **Posting of Vacancy:**

- a. Notice of all position vacancies shall be posted on the District Web site, in the District Office and the mail rooms at Foothill College, De Anza College and the Middlefield Campus.
- b. Each Position Announcement shall remain posted for at least 7 calendar days and until the position has been filled.
- c. A supervisor on leave or layoff may request to receive a copy of a Position Announcement by mail if they so request of the Director of Human Resources before the beginning of the leave or layoff.

### **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 to apply for the vacancy.

### **Application:**

A supervisor may apply for any vacant position by submitting application materials outlined on the official position announcement to the Employment Services Office within the specified application period.

## **5.15 Promotion:**

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

### **5.15.1 Selection for Promotion:**

5.15.1.1 In order to be promoted a supervisor must apply for the position.

5.15.1.2 District supervisors 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.”

5.15.1.3 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 diversity and equal opportunity.



5.15.2 Placement and Movement Upon Promotion:

- 5.15.2.1 A supervisor 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.
  
- 5.15.2.2 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 supervisor would cause particular hardship for the department losing the supervisor, the supervising administrators may delay the movement by mutual agreement beyond the 10 day guideline.



## ARTICLE 6

### PAY AND ALLOWANCES

#### 6.1 Pay Period:

All supervisors shall be paid for the calendar month with checks available on the last working day of each month. The monthly time report for each supervisor 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.

#### 6.2 Salary Schedule and Salary Schedule Placement:

New supervisors are automatically placed on the first step of the salary range of the job classification they are assigned. Under unusual circumstances the Vice Chancellor of Human Resources may place a supervisor 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 administrator and the Vice Chancellor of Human Resources. In addition, the Chancellor has the authority to determine special cases of step placement within the salary ranges.

Each permanent or probationary supervisor shall be paid in accordance with their placement on the salary schedule.

#### 6.3 Advancement on Salary Schedule:

A supervisor 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 administrator an overall rating of good solid performance. If the supervising administrator has not completed the evaluation and given a copy to the supervisor by the date when the supervisor is scheduled to receive the step increase, the increase shall be granted automatically.

A supervisor'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 supervisor's first month of service will be the calendar month following the date on which they begin work.

A supervisor will advance to subsequent steps as they complete an additional year of service with an overall rating of good solid performance on the annual evaluation. A year for 12-month supervisors is 12 months; for 11-month supervisors, 11 months; for 10-month supervisors, 10 months. A supervisor's anniversary date for salary increments shall be the anniversary of their first month of service after completing twelve months in a

class. Any month during the supervisor'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 supervisor who demonstrates exceptional ability as a supervisor of the District may be given double advancement on recommendation of the supervising administrator and with approval of the Vice Chancellor of Human Resources and the President or Chancellor.

#### **6.4 Retention Incentive:**

A retention incentive is awarded to promote continued satisfactory service with the District. The retention incentive is equal to 4% of the top step of the salary schedule. An employee is eligible to receive the retention incentive after the following criteria have been met.

6.4.1 An employee placed in the supervisor unit prior to July 1, 2000 and who has served for two years on the top step of a salary range on the salary schedule.

6.4.2 A supervisor hired after July 1, 2000 and who has served for two years on the top step of the salary schedule in the same range.

6.4.3 The employee has received annual evaluations of “good solid performance” or above for the overall rating during each qualifying year. Any year during which an overall rating on an annual evaluation is below “good solid performance” shall not be considered a qualifying year and shall not be credited toward the retention incentive. An employee who has received an overall rating on the annual evaluation which is below “good solid performance” shall be re-evaluated within six (6) months of the original evaluation and, if the subsequent evaluation’s overall rating is “good solid performance,” that year shall be considered a qualifying year and shall be credited toward the retention incentive. However, if the employee’s supervising manager does not complete the evaluation or re-evaluation and give a copy to the employee by the date the employee is scheduled to receive it in order to receive the retention incentive the increase shall be granted automatically.

6.4.4 When all requirements have been met for receiving the retention incentive, the effective date for the increase shall be the first day of the anniversary month.

#### **6.5 Longevity:**

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

6.5.1 The supervisor has completed at least seven (7) consecutive years of service with the District.

A supervisor 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.

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.

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

**6.6 Professional Growth Award:**

This award shall be \$1,080 per year for all supervisors who meet the requirements. A supervisor is eligible for a maximum of \$12,960 in Professional Growth Awards. Although only supervisors who have successfully completed their 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 supervisor during the period of employment with the District.

6.6.1 An application for an award must be accompanied by appropriate documentation: e.g., official transcripts or verification specifying dates and hours. An award may only be awarded once every two years, for a maximum of \$12,960.

6.6.2 An application must demonstrate a diversity of activities. The hours may be earned through a combination of the following:

6.6.2.1 Completion of college, adult or continuing education, or trade school courses. Each course must be approved and evidence of completion filed with the Director of Human Resources. The grade received in each course must be at least a “C” or a “Pass” to qualify and no hours are earned for an audited class. The calculation of hours for courses which are assigned a certain number of units will be based on the following:

- one quarter unit = 12 hours
- one semester unit = 18 hours

The District agrees to waive, at the time of registration, basic fees required by Foothill or De Anza Colleges.

6.6.2.2 Attendance and participation in non-required district-in-service workshops related to the work of the district.

- 6.6.2.3 Participation in a leadership role of professional associations or participation in committee work.
- 6.6.2.4 Participation in educational organizations and agencies and special activities, such as seminars, conferences, conventions, institutes, and lectures offered by colleges, adult schools, professional associations, and community organizations.
- 6.6.2.5 No more than one award (or 200 hours) may be earned for activities during a staff development leave. There will be no carryover of excess hours earned during a staff development leave. It is the responsibility of the employee to report all hours earned during a leave; if not reported, staff development leave hours will be withheld. There will be no premium points awarded for Staff Development Leave activities.
- 6.6.2.6 A maximum of thirty-six (36) hours for Physical Education credits per award.

Application forms for approval of courses and activities shall be available in the Office of Human Resources. (See Appendix B Forms for guidelines and application.)

## **6.7 Shift Differential Pay**

- 6.7.1 A supervisor whose normal workday extends after 9:00 p.m. shall be entitled to the swing shift differential of 4.5% of base pay. A supervisor whose normal workday extends after 5:00 a.m. shall be entitled to the graveyard shift differential of 6.0% of base pay. Part-time supervisors who have a normal work day of six hours or more shall be eligible for the appropriate shift differential on a pro-rata basis. A supervisor who works a swing or graveyard shift 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 workday.
- 6.7.2 A supervisor whose regular work assignment falls outside of the usual work week (Monday through Friday) and who performs his or her duties outside of the usual work week without supervision shall be eligible for a \$75.00 per month weekend differential.

## **6.8 Working Out of Classification:**

- 6.8.1 A supervisor 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 supervisor 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 supervisor would have been earning in his or her regularly assigned position if he or she had not been required to work out of class or 5% whichever is greater.

6.8.2 To qualify for out of class pay, a supervisor must:

- a. temporarily assume all duties and responsibilities of a higher classification when a position in that classification is temporarily vacant and the supervisor 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 supervisor is performing within a higher classification.

Assignments shall have an agreed upon beginning and ending date. Normally working out of classification assignments shall not exceed 12 months.

## **6.9 Travel Expenses:**

Travel expense while on business of the District must be submitted on a travel expense form and approved by the appropriate supervising administrator. Expenses for conferences must be approved by the appropriate supervising administrator. If a supervisor is assigned to more than one campus or to one campus and an off-campus facility as part of the contract obligation, the supervisor is entitled to reimbursement for expense of travel between facilities if the assigned duties require the supervisor to be present at both facilities during the same day. Since it is the responsibility of the supervisor to transport herself/himself 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 supervisors of the District. Travel expense forms should be sent to the Accounting Department.

## **6.10 Seniority:**

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

If a supervisor believes that their seniority is in error, prior to filing a grievance, they may request a meeting with the Director of Human Resources.

## **6.11 Education, Travel and Conference Fund:**

- 6.11.1 The District will maintain a fund for assisting supervisors to be used to fund educational expenses including conferences related to the employee's current field or to support activities that will prepare the supervisor for new fields or endeavors.
- 6.11.2 A fund of \$15,000 shall be appropriated each academic year to defer in whole or in part the cost of tuition and application fees, books, or course related materials, conference and workshop registration and related expenses. Hotel arrangements should only be sought when staying overnight and the hotel is outside a 75 mile radius from the District. Supervisors may receive up to a maximum of \$1,200 per academic year. Any balance shall be carried over into the subsequent year up to a maximum of \$20,000. Funds shall be allocated on a first-come, first-served basis. (See Appendix B Forms.)
- 6.11.3 A supervisor 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 shall be made by the appropriate Staff Development Committee. The District Office of Human Resources shall request transfer of funds to the respective college upon receiving a request and receipt of documentation regarding the expenditure of funds from the college.
- 6.11.4 A supervisor is eligible to apply for funds after having served one or more years in the District. To be reimbursed for educational funds, a supervisor must submit proof of course completion (e.g., official transcripts) and attain a course grade of C or better. Conference and related travel funds can be requested prior to attendance. Receipts for conference and related travel shall be submitted within 30 days following the completion of the conference. Failure to submit appropriate documentation in a timely fashion, or failure to submit appropriate documentation equivalent to or exceeding the amount advanced shall require the employee to repay the difference between the amount advanced and the total of qualifying documentation. Funds may be used during a Staff Development Leave, but hours earned with such funds during a Staff Development Leave are not eligible for points toward professional growth award.
- 6.11.5 A supervisor is eligible to apply for funds after having served one or more years in the District. To be reimbursed, a supervisor must submit proof of course completion (e.g., official transcripts) and attain a course grade of C or better. Funds may be used during a Staff Development Leave, but hours earned with such funds during a Staff Development Leave are not eligible for points toward professional growth award.



## ARTICLE 7

### HOLIDAYS AND VACATIONS

#### 7.1 Holidays:

Supervisors are entitled to the holidays listed below as designated for each school year and any other holiday declared by the President or the Governor that provides for community colleges to be closed and any holiday approved by the Board of Trustees:

Independence Day  
Friday before Labor Day  
Labor Day  
Veteran's 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 Day  
Memorial Day

\*Effective July 1, 2017, 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 supervisor's vacation, the holiday will not count as a day of vacation. Supervisors may use personal necessity leave time for observance of their religious holidays providing such absences are approved in advance by the supervisor or the Director of Human Resources.

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

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

- 7.1.1 The supervisor will receive pay at the regular hourly rate, and
- 7.1.2 The supervisor 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 supervising administrator must initial the entry on the time report.

Holidays are eight (8) hours per holiday for full time employees; holidays paid at a prorated basis for less than full time.

## **7.2 Vacations:**

- 7.2.1 A full time supervisor earns 16 hours (two days) of paid vacation leave for each calendar month of service. A supervisor employed less than full-time receives a proportional amount of leave. If a supervisor joins the District after the tenth of the month, vacation leave is computed from the first of the following month.
- 7.2.2 A supervisor may accumulate a maximum of 2 years of vacation (i.e. 48 days, 384 hours for 12 month employees; 44 days, 352 hours for 11 month employees; 40 days, 320 hours for 10 month employees). When the accumulated vacation balance exceeds these limits, the employee ceases to earn vacation until such time as the vacation balance is reduced below the maximum earnable as noted above.
- 7.2.3 Vacation leave will be scheduled by mutual agreement between a supervisor and his or her administrator. Nevertheless, the District reserves the right to assign each supervisor to a vacation schedule in a manner that is not arbitrary or capricious. Vacation leave may be used in increments of not less than one hour. Vacation leave may not be taken in advance.
- 7.2.4 In the event of resignation, retirement, or termination, a supervisor will be compensated for accumulated vacation not to exceed the maximum amount allowed to accumulate. A supervisor who is resigning or retiring may be required to use as much accumulated vacation as possible prior to the last day of service. The last day actually worked by the employee shall be the last day of service.

## ARTICLE 8

### LEAVES

#### 8.1 Sick Leave:

- 8.1.1 Sick leave provides continuation of pay to the District supervisor who cannot perform their duties because of physical or mental illness or injury.
- 8.1.2 Each full-time supervisor of the District earns sick leave at the rate of eight hours per month. New supervisors employed after the 10th of the month shall have their sick leave pro-rated for that month. Supervisors who regularly work fewer than 40 hours per week are entitled to that proportion of sick leave granted full-time supervisors that is equal to the percent of a full-time contract. During extended sick leave, a supervisor ceases to earn sick leave beyond his or her 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 supervisors may earn and accumulate from year to year.
- 8.1.3 Sick leave may be used in increments of one quarter hour or longer. A supervisor has available for use all of his or her earned sick leave plus the balance of his or her 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 supervisor's balance will appear on the check stub each month.
- 8.1.4 Sick leave may be used for appointments with doctors or dentists or (after all personal necessity leave has been exhausted) up to seven days can be used for care of an ill member of the supervisor's immediate family (as defined in Section 8.15). Under certain circumstances approved by the Director of Human Resources, sick leave can also be used for other reasons of personal necessity.
- 8.1.5 A supervisor 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 supervisor is not actually sick. Sick leave is not a "rest leave" unless so prescribed by a physician.
- 8.1.6 Whenever a supervisor 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 supervisor's personal physician is insufficient, an examination by a physician of the District's choosing may be required, at District expense.
- 8.1.7 Any supervisor 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.

- 8.1.8 During any fiscal year a supervisor 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 Director of 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 7.2.2. 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 supervisor's worksite is closed on Fridays during July and August and the request for conversion is submitted for the irrevocable purpose of covering Fridays during those months.
- 8.1.9 Accumulated sick leave that has not been used at the time of retirement will be converted by PERS to service credit to determine the rate of retirement pay.
- 8.1.10 Disabilities caused or contributed to by pregnancy, childbirth, miscarriage, or abortion 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.
- 8.1.11 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.
- 8.1.12 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.

## **8.2 Extended Sick Leave:**

- 8.2.1 Each supervisor 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.
- 8.2.2 A supervisor on extended sick leave shall be entitled to extended sick leave pay as follows:
  - 8.2.2.1 For a full month's absence, an amount that equals  $66 \frac{2}{3}$  percent of the supervisor's "basic monthly earnings" on the date they were

first absent, to a maximum payment of \$6,000 per month. “Basic monthly earnings” means 1/12th of the supervisor's annual contract salary.

8.2.2.2 For less than a full month's absence, an amount that equals an appropriate fraction of the extended sick leave pay calculated under 8.2.2.1 above. The fraction shall be determined by dividing the number of days of absence during the partial month by 20.

8.2.3 After the exhaustion of all extended sick leave, a supervisor shall be notified by the Director of 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 supervisor fails to resign, retire, or apply for such a leave, or if the leave or an extension of a leave is denied, and the supervisor remains disabled, the supervisor shall be placed on a 39-month reemployment list. In any event, if the supervisor remains disabled beyond the period of extended sick leave, they shall receive long-term disability benefits under Article 15.5 in the manner prescribed in the District's long-term disability insurance policy.

### **8.3 Sick Leave Donation:**

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

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

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

8.3.2 Donated leave must be in one 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 employee. In the event that the state or federal governments rule that tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

- 8.3.2.1 The donated sick leave may be used only when the employee has exhausted accumulated sick leave and either is not eligible for long term disability or is eligible but has not begun to receive the long term coverage.
- 8.3.2.2 The Vice Chancellor of Human Resources shall be notified of solicitation of donations. Solicitations of donations may be made by the individual or their representative(s).
- 8.3.2.3 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 supervisors donate sick leave, the sick leave shall be used in the order in which the signed pledge forms are filed with Human Resources. (See Appendix B Forms.)
- 8.3.2.4 If the employee does not use all donated sick leave, the sick leave shall be returned to the donating supervisor(s).

#### **8.4 Parental Leave:**

- 8.4.1 A supervisor 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.
- 8.4.2 A supervisor 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 supervisor.
- 8.4.3 The supervisor 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 supervisor on the same campus or in the same assignment as that which was held when the leave began.
- 8.4.4 Time used in unpaid parental leave may not be counted in the calculation of salary increments and other seniority factors.

#### **8.5 Bereavement Leave:**

- 8.5.1 Supervisors shall be granted a leave with full pay in the event of the death of any member of the supervisor's immediate family. (As defined in Section 8.15.) 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.

8.5.2 Bereavement leave may be extended by the Director of Human Resources when unusual circumstances such as travel or the settlement of an estate demand it.

**8.6 Jury Duty:**

In order to encourage supervisors to accept jury duty as a responsibility of citizenship, the District will pay supervisors at their regular rate of pay while they are performing jury service. When jury duty consumes only a portion of the day, supervisors are expected either to report to work immediately after jury duty or to have pay canceled for the day. A supervisor 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 supervisor shall attach a copy of the summons to jury duty to his or her monthly time report. Ordinarily an absence for jury duty lasts a single day, making the employment of a substitute unnecessary. If a paid substitute is needed for absence of prolonged duration for jury duty, the same procedures will be followed as those instituted for a supervisor who is absent for illness.

The District cannot be responsible for the salary of its supervisors when they become litigants in their own behalf.

**8.7 Military Leave:**

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

**8.8 Quarantine:**

A supervisor 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.

**8.9 Industrial Accident Leave:**

Industrial Accident and Illness leave is intended to compensate a supervisor who has an occupational illness or injury.

8.9.1 Any injury occurring to a supervisor while on duty must be reported to the Campus Health Services or to Human Resources within 29 hours of the accident or when the injury becomes known to the supervisor or the supervisor's Workers' Compensation claim and Industrial Accident and Illness Leave may be denied.

8.9.2 Each day of authorized absence due to a claim made by a supervisor of an industrial accident or illness reduces the number of total days of Industrial

Accident and Illness Leave by one (1) day regardless of whether a compensation award is made under Workers' Compensation.

- 8.9.3 Payment for Industrial Accident and Illness Leave on any day shall not, when added to an award to the supervisor under the California Workers' Compensation laws, exceed their regular salary for the day.
- 8.9.4 The total number of days of allowable Industrial Accident and Illness Leave shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness. Industrial Accident and Illness Leave shall commence on the first day of absence.
- 8.9.5 If a supervisor receives Industrial Accident and Illness leave for an accident or illness which continues into the following fiscal year, the supervisor will have available to carry over into the next fiscal year only the number of days remaining at the end of the fiscal year in which the illness or injury occurred. Industrial Accident and Illness Leave for the same accident or illness cannot exceed a total of sixty (60) days.
- 8.9.6 When Industrial Accident and Illness Leave has been exhausted, other available full paid sick leave, vacation leave and comp time may be used in combination with any extended sick leave remaining for the fiscal year to provide for a full day of the supervisor's regular salary. However, if the supervisor is receiving Worker's Compensation benefits, they shall be entitled to use only so much of the various accumulated leaves which, when added to the Worker's Compensation award, provides for a full day's wage.
- 8.9.7 If a supervisor is unable to assume the duties of their position after all Industrial Accident and Illness Leave and other authorized paid and unpaid leave is exhausted, and the supervisor has not been placed in a different position, the supervisor shall be placed on the reemployment list for 39 months. A supervisor who has been placed on the reemployment list, as provided herein, and who has been medically released for return to work but fails to accept an appropriate assignment shall become ineligible for reemployment as of the date of the supervisor's notice or the date specified for the return to work, whichever is earlier.
- 8.9.8 A supervisor receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California, unless the Board of Trustees, by express written permission, authorizes travel outside the State.
- 8.9.9 A supervisor must have completed one year of continuous service within the District prior to the occupational injury or illness in order to be eligible for Industrial Accident and Illness Leave.



## **TREATMENT BY PERSONAL PHYSICIAN:**

A supervisor has the right to be treated by their personal physician from the date of injury. To exercise this right, the supervisor 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 supervisor and who retains the supervisor's medical records. A form for filing this information is available from the Office of Human Resources.

### **8.10 Personal Necessity Leave:**

8.10.1 Each permanent or probationary supervisor shall be granted up to 5 days of paid leave per year for reasons of genuine personal necessity. Supervisors who work fewer than 40 hours per week are entitled to that proportion of personal leave granted full-time supervisors that is equal to the percent of a full-time contract. Eligibility for personal necessity leave begins on the first of the calendar month following six complete months of employment. For the purpose of this section "personal necessity" means obligations or unavoidable duties of an individual supervisor that must be performed during regularly scheduled working hours. The number of hours of leave remaining will appear on the check stub each month. Circumstances under which personal necessity leave is appropriate include, but are not limited to:

8.10.1.1 Emergencies or obligations related to the supervisor's home or family members, including medical or dental appointments for the supervisor's family members when the nature of the appointment requires the supervisor's presence, or special family obligations such as attending a family member's graduation or marriage ceremony;

8.10.1.2 Emergencies or obligations related to the supervisor, 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 supervisor's faith.

Personal necessity leave may not be used for recreation, planning a vacation, or social events, nor may it be used in lieu of vacation or sick leave (except after an illness of 10 working days or more and no full-pay sick leave is available, a supervisor may use personal necessity leave.) 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.

8.10.2 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 supervisor is required to notify

the supervisor as soon as possible that the supervisor is requesting personal leave. All personal leave must have the approval of the supervisor as evidenced by the supervisor's signature on the time sheet.

- 8.10.3 To ensure confidentiality, a supervisor may request Personal Necessity Leave by the subsection number without giving the exact nature of the request. The supervisor's appropriate supervisor(s) may require a more exact explanation before granting Personal Necessity Leave, in which case the supervisor may respond orally and the response shall be considered confidential between the supervisor and their supervisor(s). In unique emergency situations additional hours of personal necessity leave may be granted by the Director of Human Resources.

## **8.11 Unpaid Leave of Absence:**

- 8.11.1 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 supervisor is available to fill the position of the supervisor on leave;
  - b. The absence of the supervisor will not reduce the efficiency of the program of the District; and
  - c. The supervisor can give reasonable assurance that they will return to the position at the conclusion of the leave.
- 8.11.2 If during an unpaid leave of absence the supervisor continues to meet the definition of "qualified supervisor" they shall continue to receive paid benefits. If a supervisor 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. To receive vacation credit, personal necessity leave credit, or sick leave credit during an unpaid leave of absence, a supervisor must be in paid status for at least 12 working days during each monthly reporting period.
- 8.11.3 A supervisor 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 supervisor has met the conditions under which the leave was granted. If the assignment no longer exists, the District shall place the returning supervisor in another position as soon as one is available for which they are qualified and shall endeavor to place her/him 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

supervisor is not in paid status will not count toward the anniversary date and will advance it by one month.

**8.12 District-Initiated Disability Leave:**

When a condition has caused a supervisor 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 supervisor, the students, or the other employees of the District, the District may place the supervisor on disability leave of absence. The Director of Human Resources shall set the beginning date of such leave, taking into account the available medical information, the supervisor's job performance, and the interests and requirements of the supervisor, the students, and the other employees of the District. A supervisor on disability leave may return to work with the permission of the Director of Human Resources, who may require such medical information as is deemed reasonably necessary to make a decision, including an examination by a physician selected by the District at District expense. A supervisor 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 supervisor on sick leave. (See Articles 8 and 17.)

**8.13 Staff Development Leave:**

8.13.1 A Staff Development Leave Program is provided to encourage and enable supervisors to enhance their value to the District through additional education, upgrading of skills, or retraining for a different career path.

A supervisor shall be eligible to apply for a Staff Development Leave of up to ten (10) months in a single year (July through June) under this article if he or she:

Is employed at least 50%

Has completed seven (7) years of service in the District

Has not taken any other staff development leave during the seven (7) years preceding the year in which the leave is to be taken.

Staff Development Leaves shall be granted by the Board during the college year preceding the year during which the leave is to be taken. No more than one supervisor from the same department shall be considered for a leave in the same year.

No Staff Development Leave granted under this article shall exceed ten months. Staff Development Leave must be completed during the college year following approval of the leave and may not be extended beyond the year or distributed over multiple years.

8.13.2 Benefits during a Staff Development Leave

A supervisor granted a Staff Development Leave shall receive 85 percent of full salary during his or her leave. Service time at 85% will be credited to the Public Employees Retirement System (PERS). The supervisor may arrange

to make contributions to the System to insure full service credit for the period of the leave as provided by the regulations of PERS.

A supervisor on Staff Development Leave shall receive paid benefits in the same manner as all other full-time contract supervisors. Such benefits shall include eligibility to apply for Education, Travel and Conference funds in accordance with Appendix of this *Agreement*. Classes taken during Staff Development Leaves for which the supervisor receives Education, Travel and Conference funds are not eligible to be used to qualify for a Professional Growth Award as defined in Article 6 and Appendix B.

A supervisor on Staff Development Leave shall earn 85% of normal credit for sick leave and seniority. No vacation credit will be earned during the leave.

The period of any approved Staff Development Leave shall be included in determining eligibility for advancement on the salary schedule.

Each supervisor, as a condition of being granted a Staff Development Leave, shall agree in writing to adhere to the plan described in the leave application. Within thirty days of return of the leave, the supervisor will submit a report and appropriate documentation to the Staff Development Leave Committee of the activities of the leave as required by Section 6. Additionally, each supervisor shall agree to render return service in the employ of the District a minimum of two months of service for each month of staff development leave.

### 8.13.3 Application

A supervisor who wishes to apply for a Staff Development Leave shall file a written application with the Supervisor Staff Development Leave Committee by December 15 of the college year preceding the year during which the leave is to be taken. To be considered by the Staff Development Leave Committee, all application materials shall be received by the December 15 deadline date. It is the responsibility of the supervisor to deliver the completed and signed application materials to the Human Resources Office. Application materials not received by the deadline shall not be reviewed by the Staff Development Leave Committee.

The application shall include or be accompanied by a detailed description of the proposed activities of the leave and the potential value of these activities to the District. The application shall:

- Set forth specific objectives as to demonstrate that the leave will further education, upgrade skills or retrain for a different career path of the worker;
- Include a plan that is proportionate to the length of the leave requested with a timeline for each of the activities and a calendar for the entire request.
- Include the means by which a supervisor will report on or verify the completed objectives.

Each supervisor shall review his or her application with the appropriate administrator. The appropriate administrator shall inform the supervisor if, in his or her professional judgment, the leave plan does not provide additional education, upgrade the skills, or retrain the supervisor for a different career path and/or will not benefit the District. The supervisor shall determine whether to proceed with the application, amend the application or withdraw the application.

The appropriate administrator shall submit a recommendation to the Committee which may include a comment advising the Committee as to how the proposed leave will or will not benefit the District.

#### 8.13.4 Staff Development Leave Committee

The Staff Development Leave Committee for Supervisors shall consist of two (2) representatives of Teamsters Local 287, the Director of Human Resources who shall serve as Committee Chair, and one administrator designated by the Chancellor. Members of the Committee shall not themselves be applicants.

The Staff Development Leave Committee shall meet to review the leave applications and prepare its recommendations to the Chancellor for Board approval at the first Board meeting in March.

The Staff Development Leave Committee shall review all timely applications submitted to it and shall approve an application only if satisfied that the supervisor is eligible for the leave and that he or she shall, during the leave, engage in activities that will provide potential value to the District by

1. Enhancing the supervisor's job knowledge and/or professional growth; or
2. Relating significantly to the supervisor's profession, assignment or future career plans.

If members of the Committee are in disagreement over the approval of an application, they shall communicate with the applicant and with the appropriate administrator to gather information and/or clarification which will assist the members in making an unbiased recommendation.

After reviewing all applications and administrator recommendations submitted to it, the Staff Development Leave Committee shall forward the names and descriptions of proposals of the approved applicants for whom leaves are available to be submitted to the Board for approval.

#### 8.13.5 Change in Plan

If a supervisor on a Staff Development Leave changes his or her plan described in the leave application, he or she shall inform the Staff Development Leave Committee prior to implementing the change. If such prior notification is not possible, the Committee shall be notified at the earliest date possible. In all circumstances, changes in the plan shall continue to meet the stated objectives of the leave. The Committee shall review the proposed changes in consultation with the appropriate administrator. The Committee

shall either approve or disapprove the amended plan and immediately inform the supervisor. If the amended plan is disapproved after the leave has commenced, the supervisor is expected to end the leave when notified of the disapproval.

#### 8.13.6 Leave Report

Within 30 days following his or her return from the completed leave, each supervisor shall submit a report to the Staff Development Leave Committee, with a copy to the appropriate administrator, that identifies the manner in which the supervisor accomplished the objectives of the leave and planned activities as described in the application and any amendments as provided in Section 4. It is the responsibility of the supervisor to deliver the report to the Office of Human Resources. Unless otherwise agreed, if the supervisor fails to provide the required leave report by the deadline, the Committee shall refer the matter to the appropriate administrator for action.

The Staff Development Leave Committee is also responsible for collecting, reviewing and approving the leave reports. After reviewing the report, the Staff Development Leave Committee shall either approve the report and submit it to the Board for acceptance, or request further information or refinement of the report from the supervisor. If the Committee is unable to establish that the conditions under which the leave was granted have been satisfied, the report shall be referred to the appropriate administrator. The administrator, after consultation with those deemed appropriate, and after considering possible mitigating circumstances, may recommend that the supervisor be required to compensate the District for the expense of the leave.

#### 8.14 **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 Section 8.11) 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.

#### 8.15 **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 supervisor, or of the supervisor's spouse or domestic partner living in the immediate household of the supervisor.

**8.16 Family Medical Leave:**

- 8.16.1 In accordance with state and federal law and District policy, under certain conditions supervisors 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.
  - 8.16.1.1 Supervisors should consult Appendix E regarding eligibility, application procedures, and other procedures related to family leave.
  - 8.16.1.2 Supervisors who qualify for paid benefits under Article 15 shall continue to receive paid medical benefits while under family leave.
- 8.16.2 Use of family medical leave for a qualifying circumstance including the supervisor's own serious illness runs concurrently with other paid and unpaid leaves granted by the District.





## ARTICLE 9

### LAYOFF

#### 9.1 Layoff:

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

9.1.1.1 Use short-term temporary supervisors, volunteers, students or faculty supervisors to replace a displaced or laid-off supervisor;

9.1.1.2 Contract out the work formerly done by a displaced or laid-off supervisor;

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

9.1.1.4 Add increased responsibilities without following appropriate procedures.

#### 9.2 Reduction in Hours:

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

#### 9.3 Consultation with the Union:

A reasonable time before any budget reduction or change of program that may result in the layoff of supervisors, the District shall notify the Union of the financial and program status of the District and of the possible need to eliminate or reduce classified positions. The District and the Union shall meet not later than ten days following notification to the Union. The purpose of the discussion is to examine alternatives and opportunities available to each supervisor who may be subject to layoff, unique conditions that may affect specific supervisors and the possible consequences for other supervisors. The District may hold division, department or campus meetings to explain the conditions leading to layoff and to explain the reasons for selecting certain positions for layoff. The Union staff may be present and participate at such meetings.

**9.4 Notice of Layoff:**

A supervisor who is to be laid off shall receive at least 45 days notice prior to the layoff. The notice of layoff shall be in writing. The notice shall include the effective date of the layoff and a statement of the supervisor's "bumping" and reemployment rights.

**9.5 Order of Layoff:**

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

**9.6 Retirement in Lieu of Layoff:**

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

**9.7 "Bumping Rights":**

A supervisor laid off from their position in a class may "bump" into the next lower class in which the supervisor has greater seniority than another classified employee in that class. A supervisor who has exercised "bumping" rights shall be placed on the salary step that the supervisor would have attained if they had remained continuously in the lower class and shall retain all service recognition and professional growth awards and all years of service towards Service Recognition and Longevity awards.

**9.8 Layoff Rather Than "Bumping":**

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

**9.9 Reemployment Rights:**

A permanent supervisor 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 supervisor 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. The District shall offer such a supervisor any available position in a class or classes in which the

supervisor had formally achieved permanency. The order of such offers shall be according to the seniority of all supervisors laid off in the class. A supervisor re-employed after layoff shall be fully restored to their class as a permanent supervisor (with all appropriate service credit and level of benefits) and to their former placement on the salary schedule, including earned awards.

**9.10 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 supervisor who has been laid off may apply for any open positions in 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.

**9.11 Reemployment Rights in Other Positions:**

If a former supervisor who has been laid off is re-employed within one calendar year in a position other than one in a class to which they have rights to reemployment under Section 9.7, 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 supervisor has not previously served shall be at Step A, or, in appropriate cases as determined by the Director of Human Resources, Step B; however, the supervisor shall retain any Service Recognition Awards, Longevity Awards and Professional Growth Awards earned as a supervisor of the District.

**9.12 Notification of Opening:**

A supervisor who has been laid off shall be notified in writing by the Director of Human Resources of any opening for which they are eligible under Section 9.8. Such notice shall be sent by certified mail to the last address given to the District by the supervisor. The mailing of this notice shall constitute the entire notification responsibility of the District.

**9.13 Supervisor Response:**

A supervisor shall notify the District of their intent to accept or refuse reemployment within 10 days of the mailing of the reemployment notice. If the supervisor accepts reemployment, they must report to work within 30 days following the mailing of the notice. A supervisor sent a notice of reemployment need not accept reemployment in order to maintain reemployment rights provided the supervisor notifies the Director of Human Resources within 10 days. However, if the supervisor fails to reply within 10 days or refuses three such offers of reemployment, their reemployment rights shall terminate.

**9.14 Improper Layoff:**

A supervisor 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.

**9.15 Effects of Layoff:**

Except as specifically provided below, 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*. Nevertheless the parties reserve the right to meet and negotiate the following:

- 9.15.1 Paid benefits for supervisors who have been laid off;
- 9.15.2 Preference for supervisors whose work year or hours have been reduced in filling temporary jobs that would ordinarily be filled by short term workers;
- 9.15.3 Released time for the purpose of seeking employment for supervisors who are subject to termination because of layoff;
- 9.15.4 Salary advances for supervisors whose work year or hours have been reduced;
- 9.15.5 Priority registration privileges for supervisors who have been terminated because of layoff;
- 9.15.6 Severance pay for supervisors who have been terminated because of layoff;
- 9.15.7 Career counseling and job placement assistance for supervisors who have been terminated because of layoff;
- 9.15.8 Restoration of hours or extension of work year for supervisors whose assignments have been reduced by layoff;
- 9.15.9 Any other subject the parties mutually agree to negotiate.

## ARTICLE 10

### GRIEVANCE PROCEDURE

#### 10.1 Purpose:

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

#### 10.2 Definitions:

10.2.1 “*Agreement*” means the contract negotiated between the District and Teamsters, Local 287 pursuant to the Educational Employment Relations Act.

10.2.2 “Grievance” means a written statement by a supervisor, or by the Union on behalf of a supervisor, alleging that he or she has been directly wronged by the District's violation, misinterpretation or misapplication of a specific provision of the agreement. “Grievance” also means a written statement by 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*.

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

10.2.4 “Notice” means a notice of grievance on a form agreed upon by the Union and the District.

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

10.2.6 “Union representative” unless specified may mean a steward, and/or a Union Business Agent.

#### 10.3 Who May File a Grievance:

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

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

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

**10.4 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 he or she represents. However, the grievant shall not be represented by an agent of any employee organization other than the Union.

**10.5 Filing a Formal Grievance:**

- 10.5.1 A formal grievance is initiated by the filing of a Notice of Grievance on the prescribed notice form. (The grievance form is included in the Appendix of Forms.)

10.5.2 The Notice must be filed by the grievant or Union representative with the grievant's supervising manager and with the Director of Human Resources. Failure to file the grievance with the Director of 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 Director of 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.

10.5.3 The grievance must be filed within 20 working days after the grievant discovered or reasonably could have discovered the circumstances or action giving rise to the grievance. Regardless of the date of discovery, however, a notice shall not be timely if it is filed after the applicable statute of limitations period set forth in relevant laws. Informal attempts at resolution must take place within the 20 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.

**10.6 First Level of Review:**

10.6.1 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.

10.6.2 Within 10 working days following the receipt of the grievance, the supervising manager shall render a written decision including the reasons therefor. The supervising manager shall send the decision to the grievant, with copies to the Director of Human Resources and the Union.

## **10.7 Second Level of Review:**

- 10.7.1 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 Director of Human Resources with copies to the Union.
- 10.7.2 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.
- 10.7.3 Within ten working days following his or her receipt of the notice, the second level manager shall render a written decision including the reasons therefor. The decision shall be sent to the grievant, with copies to the Director of Human Resources and the Union representative.

## **10.8 Request for Arbitration and Selection of Arbitrator:**

- 10.8.1 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.
- 10.8.2 The request for arbitration must be filed with the Director of 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 10.7.3.
- 10.8.3 Within fifteen working days following the filing of a request for arbitration, the Director of 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.
- 10.8.4 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.

**10.9 Arbitration Hearing:**

- 10.9.1 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 10.8.
- 10.9.2 Within the guidelines established by these procedures, the arbitrator shall establish the rules for conduct of the hearing and shall decide all procedural issues presented including matters regarding the admission of evidence.
- 10.9.3 Attendance at the hearings shall be limited to:
  - 10.9.3.1 the grievant and up to two representatives;
  - 10.9.3.2 the District Representative and the District Representative's advisor, if any;
  - 10.9.3.3 the arbitrator;
  - 10.9.3.4 witnesses, but only for the time they are needed;
  - 10.9.3.5 an observer designated by the Union;
  - 10.9.3.6 the Director of Human Resources, or an observer designated by the Director.
- 10.9.4 At the hearing only the participants listed in Sections 10.9.3.1 through 10.9.3.4 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.
- 10.9.5 The grievant shall demonstrate, by preponderance of the evidence, that he or she was 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.

**10.10 Arbitrator's Decision and Report:**

- 10.10.1 Following the conclusion of the hearing, the arbitrator shall prepare his or her report and file it with the Chancellor, the grievant and 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.
- 10.10.2 The report of the arbitrator shall be final and binding, except that there shall be no binding arbitration for disciplinary matters under Article 14 of this



*Agreement.* The arbitrator's authority shall be limited to interpretation of contract provisions and the arbitrator 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.

**10.11 Miscellaneous Provisions:**

- 10.11.1 The time limits specified in these procedures are maximum limits. Notwithstanding this provision, any time limits specified in these procedures may be extended by agreement of the parties.
- 10.11.2 When two 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.
- 10.11.3 A grievance may be withdrawn or settled at any time.
- 10.11.4 The Union and District, may, by mutual agreement, proceed immediately to arbitration on any grievance. If the Director of 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.
- 10.11.5 All documents, communications and records dealing with the processing of a grievance shall be placed in a separate grievance file, except that any document or record removed from a personnel file, or any other file, for use in a grievance proceeding shall be returned to the original file.
- 10.11.6 A supervisor 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 supervisors and any decisions rendered. Notwithstanding any other provision of these procedures, before any final resolution of any supervisor processed grievance, the Union shall be given the opportunity to file a written response to the proposed decision or settlement regarding the grievance. No supervisor-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.

- 10.11.7 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.
- 10.11.8 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 11

### HOURS AND OVERTIME

#### 11.1 Working Time:

Normal day - 8 hours

Normal week - Monday through Friday - 40 hours

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, a four-day week of ten hours per day or a schedule of five consecutive days other than Monday through Friday can also constitute a regularly scheduled workweek. Employees may initiate a request to work a workweek of four ten hour days, provided such a work schedule will meet the needs of the program or department to which the employee is assigned. If an employee is assigned to a schedule other than the normal work day and week described above, and if a holiday is scheduled for a day on which the employee is not scheduled to work, the employee will be entitled to observe the holiday on the next scheduled work day.

Each 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. Only during the swing and graveyard shifts shall the lunch period be part of the working day.

Each employee 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.

#### 11.2 Non-Exempt Status:

Supervisors are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

#### 11.3 Overtime:

The District is governed by Education Code Section 88027 which provides for overtime payments to all personnel who work over eight hours in one day in a five-day work week, or over ten hours in one day in a four-day work week, or 40 hours in any work week, or on the sixth and seventh consecutive days of employment.

11.3.1 Approval for an employee to work overtime must be secured in advance from the appropriate administrator (immediate supervisor or next level of supervision). Approval will be based upon legitimate scheduling or load problems which cannot be solved through reassignment or adjustment of work load and will be contingent upon the availability of budgeted funds.

11.3.2 An employee 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 an employee works on a holiday, in which case the employee will be paid both regular pay and pay at the overtime rate for the hours worked.

**11.4 Compensatory Time Off:**

11.4.1 A supervisor may request compensatory time off in lieu of cash compensation for overtime worked up to a maximum of 96 hours (12 days). If approved, 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 employee has not taken the time off, they shall receive overtime pay at the rate that was effective for the employee when the overtime was worked. Compensatory time off may not be carried over beyond these 12 calendar months. The District will determine whether compensation for overtime will be compensatory time off or overtime compensation. Due consideration shall be given to the employee's preference for time off or compensation when making this determination.

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

**11.5 Call Back Time:**

11.5.1 Occasionally a supervisor 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.

11.5.2 **Distribution of Overtime:**

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

11.5.3 **Computer Terminals in Home, Telephone Calls after Normal Working Hours:**

Computer terminals in supervisor's homes shall be entirely voluntary. Use of such terminals shall be for emergency situations. Supervisors 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 supervisor, and if the needs of the department can be met, the supervisor may be permitted to work out of his or her home via computer terminal. The request and the subsequent permission, if granted, shall be in writing.

Carrying a cell phone after normal working hours shall be entirely voluntary. Supervisors will not be disciplined for failure to respond to a cell phone after they have clocked out for the day.

Supervisors shall not be held liable for damage or theft of District issued cell phones or computers so long as supervisors exercise reasonable care of District equipment.

11.5.4 **Stand-By:**

No supervisor shall be required or requested to be available for handling potential emergency situations or available to answer questions by telephone after he or she has clocked out for the day.

11.5.4.1 Supervisors, who are contacted 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.

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

11.5.4.3 Supervisors, who are contacted for emergencies which begin prior to 11:00 p.m., but continue past 11:00 p.m., will be paid the two hour minimum.

11.5.5 **Consideration of Rest Periods:**

A supervisor who has not had a reasonable period of rest because he or she responded to emergency situations during hours which he or she would not normally be working shall be deemed excused from reporting to work at his or

her normal start time. He or she may use accrued compensatory time or unpaid leave for all or part of the following day.

**11.6 Adjustment of Assigned Time:**

A supervisor 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.

**11.7 Reporting of Absence:**

**Responsibility of the Supervisor:**

A supervisor is expected to report on time for the work assignment each day. If for any reason it is impossible to report to work, the employee shall inform the administrator of this fact as soon as possible prior to the start of the employee'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 administrator must be obtained in advance of any absence unless the necessity for the absence cannot reasonably be anticipated in advance. An employee who is absent because of illness must keep the supervisor informed as to when they expect to return to work. An employee 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 an employee is absent for three working days without leave or notifying their supervisor, the absence will be an automatic resignation as prescribed in Article 5.7.2.

**11.8 Summer Work Schedule:**

11.8.1 Supervisors assigned to programs and departments where scheduling allows operations during the summer on a four day work schedule will be offered a four day work schedule for the period beginning the Monday after Independence Day and ending the day before Labor Day. Under the summer schedule, the normal work week shall consist of four consecutive work days and the normal work day shall consist of ten hours starting and ending at times appropriate to the needs of the department and agreed upon by the supervisor and their administrator.

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

- a. use of earned vacation (see Article 8.1, 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.

## ARTICLE 12

### EXPENSES AND MATERIALS

#### 12.1 **Uniforms and Special Equipment:**

Except as agreed to by the supervisor 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 supervisor may provide tools or equipment belonging to the supervisor only with prior written approval of their administrator. If the employment duties of a supervisor reasonably require use of any equipment or gear to insure the safety of the supervisor 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.

#### 12.2 **Automobile Insurance:**

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

#### 12.3 **Physical Examinations:**

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

#### 12.4 **Hold Harmless Clause:**

To the extent allowed by law, the District shall indemnify, save harmless from personal loss, and defend all supervisors from any claim, action, or liability arising from errors or omissions within the scope of their employment if the supervisor 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.

#### 12.5 **Parking:**

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

#### 12.6 **Identification:**

Every District supervisor 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.





## ARTICLE 13

### CLASSIFICATION AND RECLASSIFICATION

#### 13.1 Purpose and Principles:

The District and the Union believe it is important to maintain a fair and equitable classification system. Because duties and responsibilities change over time, the parties have agreed to a system to update and recognize changes which take place.

Decisions about classification shall be made based on the level of duties and responsibilities assigned to the position by the District, and 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:

- 13.1.1 An increase in the volume of work shall not be the basis for a reclassification.
- 13.1.2 Temporary project assignment upgrades are compensated by working out of class pay in accordance with Article 6.7, and have an agreed-upon beginning and ending date. Such temporary assignments are not subject to this Article.
- 13.1.3 A supervisor's administrator shall not change duties arbitrarily or capriciously while a reclassification request is pending.
- 13.1.4 When a classification is retitled, 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.

#### 13.2 Request for Classification or Reclassification:

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

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

- 13.2.1 A copy of the present job description;
- 13.2.2 A copy of the job description for the proposed classification;

- 13.2.3 A completed copy of the Classification Questionnaire with all appropriate signatures;
- 13.2.4 Current and proposed organizational charts showing all positions with current employees and vacancies listed; and
- 13.2.5 Additional supporting documentation.

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

A supervisor 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 (Appendix B) and the reason for the request shall be specifically stated. All requests shall be signed by the supervisor and the supervisor's administrator, who will not be allowed to change any of the supervisor's comments. Applications may be obtained from the Classification Specialist. The completed and signed application shall be submitted to the Classification Specialist with a copy to the administrator and the Union.

### **13.3 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 45 days, whenever possible, and sent to all interested parties prior to the meeting provided for in Section 13.4 below.

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

- 13.3.1 The completed application and all appended material;
- 13.3.2 An interview with the supervisor's administrator;
- 13.3.3 A desk audit, if necessary;
- 13.3.4 Internal or external audits of other similar or related positions as necessary;
- 13.3.5 Any other relevant information; and
- 13.3.6 If requested by the applicant, an interview with up to two additional staff who have reason to know about the duties being performed.

#### **13.4 Classification Meeting:**

The Classification Specialist shall schedule a meeting to consider the report as soon as practical. For the District, a representative from Human Resources, the Classification Specialist, and the appropriate administrator(s) and supervisor(s) shall attend. The supervisor(s) and their representative(s) shall attend. The meeting shall be informal and shall not be conducted like an evidentiary or trial-type hearing, although there may be written statements and documents presented. There shall be a full discussion of the report and of any suggested alternatives. There shall be no witness testimony at the meeting.

If more information is necessary the meeting shall be adjourned and reconvened but in no case shall this step take more than 30 days.

The Director of Human Resources shall issue a written decision within ten (10) working days after the meeting. Copies of the decision shall be distributed to meeting participants. The decision shall also include instructions regarding the process for appeal if the parties have not reached agreement.

#### **13.5 Appeal:**

The decision may be appealed to the Vice Chancellor of Human Resources and Equal Opportunity. The appeal form must be filed with the Classification Specialist within ten (10) working days of receipt of the decision by the supervisor. 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 supervisor, the administrator and the Classification Specialist.

#### **13.6 Final Appeal:**

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

#### **13.7 Retroactivity of Reclassification Decisions:**

A decision to reclassify a supervisor to a higher position shall be retroactive to the date of the application. If duties previously assigned by the administrator are removed from a supervisor as a result of a reclassification decision, the supervisor shall receive pay pursuant to Article 6.7.



## ARTICLE 14

### DISCIPLINARY ACTION

#### 14.1 Purpose:

- 14.1.1 The Disciplinary Action Procedures for Supervisors set forth in the Article shall be the exclusive means by which a permanent supervisory employee may be dismissed for cause, involuntarily suspended without pay, or demoted.
- 14.1.2 Prior to imposing any disciplinary action, the employee shall be advised that he or she may consult with a representative of the Union or other individual.

#### 14.2 Definitions:

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

- 14.2.1 “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.
- 14.2.2 “Disciplinary Action” means any action to dismiss, suspend, or demote a supervisor for cause. Disciplinary action does not include termination during probation.
- 14.2.3 “District” means the Foothill-De Anza Community College District, its Board of Trustees, or any management employee of the District who has authority to act on behalf of the District.
- 14.2.4 “Employee” means any supervisor employee in the bargaining unit.
- 14.2.5 “To file” means to deliver either personally accompanied by a receipt for the Supervisor to sign and date with a copy retained by the supervisor 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.
- 14.2.6 “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 supervisor's response to the Notice, if any; all of the evidence introduced at the hearing; the tape recording of the hearing; and the transcript of the hearing, if any.
- 14.2.7 “Notice” means Notice of Discipline.

- 14.2.8 “Skelly Officer” means a management employee designated by the Chancellor to receive and evaluate a supervisor's response to the Notice, if any, prior to the effective date of the sanction. To the extent practicable, the Skelly Officer shall be someone who has had no previous involvement in the events resulting in the proposed disciplinary action.
- 14.2.9 “Shall” is mandatory; “may” is permissive.
- 14.2.10 “Working day” means any day during which the central administrative offices of the District are open for business.

**14.3 Cause:**

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

- 14.3.1 Incompetence;
- 14.3.2 Failure or refusal to perform the normal and reasonable duties of the position;
- 14.3.3 Insubordination;
- 14.3.4 Willful damage of District property or waste of District property;
- 14.3.5 Use of District time, facilities, equipment or supplies for private gain or advantage;
- 14.3.6 Dishonesty;
- 14.3.7 Duplication of any key to a District facility without proper authorization;
- 14.3.8 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;
- 14.3.9 Conviction of a misdemeanor involving moral turpitude or conviction of a felony;
- 14.3.10 Discourteous treatment of, or abusive conduct towards others in the work setting;
- 14.3.11 Possession of open containers of alcoholic beverages, consumption of alcoholic beverages while on duty, or intoxication while on duty;
- 14.3.12 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;

14.3.13 Gross negligence in performance of duties.

14.3.14 Sexual harassment of others in the work setting.

**14.4 Progressive Discipline:**

14.4.1 Except as provided in Sections 14.10 and 14.11 of this Article the administrator shall give a reasonable period of advance warning to allow the employee time to correct the deficiency without incurring disciplinary action.

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

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

14.4.2.2 Written Reprimand: The supervising administrator will present a copy of a written reprimand to the employee in person, and where appropriate, shall give suggestions for improvement. The employee may request a Union representative to be present and assist in any response. Written reprimands are not grievable, but the employee may include a response that will be attached to the reprimand. The District agrees to send a copy of all written reprimands to the Union within seven (7) working days of issuance.

14.4.2.3 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.

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

14.4.2.5 Dismissal: "Dismissal" is the termination of employment of the supervisor.

14.4.3 The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the supervisor 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.

**14.5 Notice of Proposed Disciplinary Action:**

- 14.5.1 The Chancellor or designee may initiate disciplinary action against an employee by serving the employee 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 employee, 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 employee's right to appeal the action, and a statement advising the supervisor of their right to Union representation.
- 14.5.2 The Notice shall name a Skelly Officer for the purposes of Section 14.6 below.
- 14.5.3 A copy of these procedures shall be attached to the Notice along with the Disciplinary Action Appeal Form.
- 14.5.4 The Notice of Discipline shall be served upon the supervisor, with a copy to the Union, either in person or by certified mail at least seven (7) working days prior to the effective date of the sanction.

**14.6 Skelly Hearing:**

- 14.6.1 The employee may request a Skelly Hearing either orally or in writing prior to any disciplinary action being taken.
- 14.6.2 At any time prior to the effective date of the discipline, the employee or his or her representative may examine the material upon which the discipline is based. The employee'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.
- 14.6.3 The Skelly Officer shall consider the employee's response and recommend proposed action to the Chancellor. The Skelly Officer shall inform the employee and their Union representative of the outcome in writing, prior to the proposed effective date of the discipline.

**14.7 Formal Hearing-Recommended Suspension, Demotion or Dismissal:**

- 14.7.1 The employee has the right to a hearing on the charges. The employee'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 Skelly Officer informs the employee of the outcome of the Skelly Hearing. Failure to request a hearing within the seven (7) days shall be deemed to be a waiver of the right to the hearing. The hearing shall be held within a reasonable period of time as soon as is practical. (See Appendix B, Forms.)



- 14.7.2 If the employee 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 their service as Hearing Officer.
- 14.7.3 The employee may be represented at the hearing by a representative of his or her choice. If the representative or any witnesses required are employees of the District, they shall be released from duty to testify or represent with no loss of pay or benefits.
- 14.7.4 The District shall arrange for the making of an audiotape of the hearing. Following the completion of the hearing, the employee may purchase a copy of the tape at cost.
- 14.7.5 The employee, the Hearing Officer or both may have a court reporter present to record the hearing; provided, however, that if the court reporter's notes are transcribed, the other party may purchase a copy of the transcript at cost.
- 14.7.6 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.
- 14.7.7 The District shall carry the burden of proof.
- 14.7.8 The employee, or the employee'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 employee or the employee's representative ten (10) working days prior to the hearing shall not be admissible at the hearing. Any documents which the employee or the employee'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.
- 14.7.9 The employee or the employee's representative may also interview other employees of the District who have knowledge of the acts or omissions upon which the disciplinary action was based. Inspection of documents and interviews with other employees shall occur at reasonable times and places during normal business hours.
- 14.7.10 Not later than the commencement of the presentation of evidence at the hearing, the employee and the appropriate district representative shall exchange the names of the witnesses they reasonably expect to call. The employee and the district representative may also agree upon exhibits that can be admitted without objection, and may enter into any stipulations that are appropriate.

14.7.11 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.

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

#### **14.8 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. The employee and the Union will be advised immediately of that decision in writing.

#### **14.9 Confidentiality:**

14.9.1 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.

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

#### **14.10 Immediate Suspension:**

14.10.1 An employee may be immediately suspended with pay under circumstances in which retention of the employee in the job would potentially cause harm to students, employees, public property or any other persons.

14.10.2 Upon the imposition of the immediate suspension, the employee shall be given verbal notification to go home or to stay home, followed by immediate written notice as stated in Section 14.5.

14.10.3 Such suspension shall be with pay until the employee and their representative have been given the opportunity to meet with the Chancellor or their designee, who shall explain the reasons for the suspension. At such meeting, the employee may state, orally or in writing, their side of the matter. If the employee's statement is in writing, the District shall enter such statement into the employee's personnel file, along with the District's notice of suspension and accompanying reasons therefore. The decision whether or not to continue the

employee's suspension and to continue the suspension with pay or without pay, shall be made by the Chancellor or their designee.

- 14.10.4 In addition to any other remedy or discipline provided for herein, the Chancellor may, under circumstances that render it lawful, notify any supervisor who has willfully disrupted the orderly operation of the District or any of its facilities that the supervisor may not remain on any campus or other facility of the District. In such event, the Chancellor shall adhere to the requirements of, and the supervisor shall be accorded the rights prescribed in, Penal Code Section 626.4.

**14.11 Administrative Leave:**

- 14.11.1 Notwithstanding any other provision of this Article, an employee may be immediately placed on paid administrative leave pending investigation of incidents and/or pending a hearing for any cause listed in this Article.
- 14.11.2 If the incidents giving rise to the administrative leave are not documented in writing in the employee's personnel file, including the fact that the supervisor was placed on such leave, neither the incidents nor the fact of such leave may be later used in any disciplinary action against the employee
- 14.11.3 The employee 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.



## ARTICLE 15

### HEALTH & WELFARE BENEFITS

#### 15.1 Eligibility

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

- 15.1.1 A supervisor must be in paid status to be eligible for benefits.
- 15.1.2 A newly hired supervisor is not eligible for benefits until the month following the month of the supervisor's hire date within the District.
- 15.1.3 A supervisor must work at least half-time or at least fifty percent (50%) of the hours constituting a full-time assignment to be eligible for benefits.
- 15.1.4 A classified supervisor shall be deemed to be in paid status during any recess or intersession if the supervisor returns to paid status at the end of the recess or intersession. If a supervisor does not return to paid status at the end of the recess or intersession due to resignation or termination of employment, any costs incurred by the supervisor during the recess or intersession will not be compensated under the District's insurance plans.
- 15.1.5 A disabled supervisor receiving long-term disability payments under section I shall, following the exhaustion of all sick leave and extended sick leave, remain a qualified supervisor for the purpose of receiving health benefits for three years provided the supervisor has been employed by the District for at least five (5) years.

#### 15.2 Health, Dental and Vision Benefits

15.2.1 Each eligible supervisor 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 2019 is available in Appendix G.

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

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

## 15.2.2 Opt Out

15.2.2.1 Supervisors may elect to waive coverage in accordance with the District's open enrollment process for the subsequent plan year.

15.2.2.1 An opt-out election shall remain in effect during the entire Plan Year, and the supervisor 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.

## 15.2.3 Supervisor Contribution

15.2.3.1 The amount of the monthly supervisor contribution for the option in 15.2.1 selected by a full-time supervisor 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](http://hr.fhda.edu/benefits/_medical-revised.html). Information for Plan Year 2019 is available in Appendix G.

15.2.3.2 Each part-time eligible supervisor who works 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 employee per month cost (PEPM) established for the PY times the percentage the supervisor's work assignment is less than a full-time assignment.

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

## 15.3 **Employee Assistance Program:**

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

## 15.4 **Life Insurance:**

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

## **15.5 Long-term Disability Insurance Benefits:**

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

- 15.5.1 The insurance shall provide a disability payment equal to 66-2/3% of the supervisor's "basic monthly earnings" on the date he or she was disabled to a maximum payment of \$6,000 per month. "Basic monthly earnings" means 1/12th of the supervisor's annual contract salary.
- 15.5.2 The disability payment under the long-term disability shall begin after all accumulated sick leave and extended sick leave under Article 8 has been used.
- 15.5.3 For supervisors 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 supervisor is sixty-nine (69) years of age or younger on the date of disability. If the period of disability extends beyond one year, the supervisor shall receive disability allowance payment from STRS.
- 15.5.4 For all supervisors not included under Section 15.5.3, the disability payments shall be payable for ten (10) years from the date of disability for both accident and illness provided that the supervisor is fifty-five (55) years of age or younger on the date of disability. If the supervisor 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.
- 15.5.5 A supervisor who has separated from the District due to medical reasons and is receiving long-term disability payments under Section 15.5 shall be eligible to receive health benefits under 15.2.1 for a period of three (3) years provided that the supervisor has been employed by the District for at least five (5) years prior to the supervisor's separation date.

## **15.6 Benefits During Unpaid Status**

A supervisor who has been granted an unpaid leave of absence other than FMLA/CFRA is not eligible for paid insurance benefits under Section 15.2-15.5. However, the supervisor may continue to receive insurance benefits during the leave of absence by reimbursing the District in advance on a monthly basis for the full amount of the premiums for such insurance benefits.

## **15.7 Flexible Spending Account**

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

## **15.8 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.

## **15.9 Domestic Partners**

- 15.9.1 Bona fide domestic partners aged over 18 of an unmarried eligible supervisor are eligible to receive health, dental and vision benefits under 5.2.1. Such benefits are available only to domestic partners who are not legally allowed to marry in the state in which they reside.
- 15.9.2 Domestic Partners are eligible for Retirement Medical Insurance and Life Insurance. Benefits will not be provided for dependents of the non-employee Domestic Partner.
- 15.9.3 “Eligibility Criteria for Domestic Partner Benefits” are contained in Appendix D. Additional information regarding eligibility criteria may be obtained by contacting the Human Resources Office.
- 15.9.4 Both the supervisor 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 D. 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. Supervisors are advised to consult an attorney if they have questions regarding the potential legal effects of signing the Domestic Partnership Affidavit.
- 15.9.5 The District may, at its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions contained in the Affidavit.
- 15.9.6 The Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is eligible for benefits.

## **15.10 Denial of Benefits**

Notwithstanding any other provision of this article, an individual eligible to receive health insurance benefits under this article who is terminated or resigns may be denied such benefits if it is established that the individual engaged in felonious criminal activity involving District property or students or persons employed by the District and said activity occurred on District premises.



## **15.11 Negotiations**

- 15.11.1 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 G.
  
- 15.11.2 The District and Teamsters will open negotiations regarding health insurance benefits based on the recommendations of the JLMBC.



## ARTICLE 16

### RETIREMENT

#### 16.1 Health Insurance Benefits for Retirees:

- 16.1.1 Each retired supervisor hired before July 1, 1997 who qualifies under this section, and his or her eligible dependents including qualified domestic partners, shall receive medical insurance benefits, prescription drug benefits, vision care benefits, and dental benefits as provided in this section.
- 16.1.2 A qualified supervisor is one:
- 16.1.2.1 who is age fifty-five (55) or older, who has retired from service from the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement from either of said retirement systems), and who has rendered service to the District as a permanent or probationary supervisor with a normal work week of at least twenty (20) hours for ten (10) or more years immediately preceding his or her retirement; or
  - 16.1.2.2 who has received a disability retirement from the State Teachers Retirement System or the Public Employees Retirement System and who has rendered service to the District as a permanent or probationary supervisor with a normal work week of at least twenty (20) hours for ten (10) or more years immediately preceding his or her retirement; and
  - 16.1.2.3 who was hired before July 1, 1997 and has rendered service to the District as a permanent or probationary supervisor with a normal work-week of at least twenty (20) hours for twenty (20) or more years immediately preceding her or his resignation. If the supervisor qualifies under this subsection benefits shall be provided to the supervisor and their spouse or domestic partner only. Under this section a qualified supervisor retains this right as long as they remain a supervisor of the District regardless of which unit the supervisor is in at the time of separation.
- 16.1.3 No absence from the service of the District under a leave of absence shall constitute a break in the continuity of service required by this section. Nor shall any absence from service for thirty-nine (39) months or less because of layoff constitute a break in the continuity of service required by this section. However, time spent on a leave of absence or in layoff status shall not count towards the service requirement prescribed by this section.

16.1.4 The benefits provided to eligible dependents pursuant to this section shall cease upon the death of the retired classified supervisor. 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 for all the benefits provided.

## **16.2 Benefit Provisions**

16.2.1 If supervisors are given any options regarding health benefit plans (for example, the choice between Kaiser Foundation Health Plan, the District Combined Coverage Medical Plan (PPO) or the District Network Only Plan (EPO) the benefits provided under this section shall be in accordance with the plan or plans under which the retired supervisor was receiving benefits at the time of retirement unless changed during a scheduled open enrollment period. This section shall not be construed as prohibiting any change in benefits or benefit plans as specified in Article 15.

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

16.2.3 If a retired supervisor 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.

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

## **16.3 Bridge Program**

16.3.1 Qualified supervisors employed after July 1, 1997 are eligible for a health benefits bridge program to cover the period of time between retirement and eligibility for Medicare coverage. So long as the eligible Medicare recipient has fulfilled the requirements of this section, the bridge shall remain in effect during

the period of any delay in initial receipt of Medicare benefits which is not the fault of the recipient.

16.3.2 A qualified supervisor under this program is one:

16.3.2.1 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); who has rendered service to the District as a probationary or permanent employee with a normal work week of at least twenty (20) hours for fifteen (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; and

16.3.2.2 who has provided evidence that they have Medicare coverage?.

16.3.3 A qualified spouse or bona fide domestic partner is one:

16.3.3.1 who is at the time the qualified supervisor retired under this program the spouse or bona fide domestic partner of the employee; or

16.3.3.2 who was the spouse or bona fide domestic partner of the qualified employee on the date of the employee's retirement and is at the time of death of the retiree and thereafter, the surviving unmarried spouse or bona fide domestic partner of the retiree; or

16.3.3.3 who was the spouse or bona fide domestic partner of an employee who at the time of his or her death was at least 55 years of age and rendered sufficient service as defined in this Article to qualify for paid benefits upon retirement and is an unremarried surviving spouse or qualified domestic partner while receiving benefits.

16.3.4 Each retired supervisor who qualifies under the terms of this Article and his or her eligible spouse or bona fide domestic partner as defined shall be eligible for District health and hospital benefits, prescription drug benefits, vision care benefits and dental care benefits as provided in Article 15.

16.3.5 To be able to provide supervisors a bridge program that is comparable to that offered to other employees, the District's contribution shall be based on the Supervisors salary schedule. After retirement, under this program the District

shall contribute monthly towards the payment of the retiree's benefits as defined herein:

- 16.3.5.1 During each month of eligibility under the program the monthly contribution shall be one twelfth of the annual sum of 2.8% of Range 70, Step 6 of the Supervisors salary schedule, unless a lower percentage is allowed under 16.3.5.4 below.
- 16.3.5.2 If the supervisor has a spouse or has a qualified domestic partner as of the date of retirement, and the spouse or domestic partner has no medical benefits coverage as a primary insured, the District will contribute up to 5.6% of Range 70, Step 6 of the supervisor salary schedule for the premiums for the retiree and the spouse/domestic partner. The monetary equivalent of the applicable percentage shall be applied to payments for these benefits of the covered retired employee, spouse, surviving spouse or domestic partner.
- 16.3.5.3 Should the actual cost of the benefits selected cost more than the above, the covered individual(s) shall pay the difference to the District each month.
- 16.3.5.4 Should the actual cost of the benefits selected by a covered individual amount to less than the allowed percentage then the actual percentage shall be that which reflects the actual cost of the selected benefits.
- 16.3.6 The benefits provided to eligible supervisors and spouses and bona fide domestic partners under this program shall cease when the employee, unmarried surviving spouse or bona fide domestic partner as the case may be qualifies for and begins receiving Medicare coverage consistent with 16.3.1 above.
- 16.3.7 If supervisors are given any options regarding health benefit plans (for example, the choice between Kaiser and the District's self-insured plan) during the bridge period, the covered employee (and/or qualified spouse or domestic partner) shall receive benefits in accordance with the plan or plans under which the retired supervisor was receiving benefits at the time of retirement and he or she shall not be allowed to change after retirement except during open enrollment periods.
- 16.3.8 If a spouse or bona fide domestic partner of a retired supervisor receives benefits under any other health benefits plan as a primary insured, the benefits provided under the other plan shall be primary for that spouse or bona fide domestic partner and those benefits shall not be provided under this program.
- 16.3.9 To obtain the benefits provided under this Article, every supervisor and eligible surviving unremarried spouse or domestic partner 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 his or her employment with the District. The spouse or domestic partner will sign a statement verifying that they do not have medical benefits insurance in their own right as a primary insured. The employee is required to provide information to Medicare to verify Medicare eligibility and to update that information as appropriate.

16.3.10 The benefits provided under this program are subject to change or termination by mutual agreement between the supervisor group and the Board.

**16.4** The benefits provided under the Article shall remain subject to modification, revision, or termination by any future agreement negotiated between the Board and the exclusive representative for the Teamsters.





## ARTICLE 17

### CHANGE IN EMPLOYMENT STATUS BECAUSE OF DISABILITY

- 17.1** No supervisor 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 supervisor does not waive their right to retire for disability and the District believes the supervisor to be disabled, either the supervisor or the District, on behalf of the supervisor, shall apply to PERS for disability retirement.
- 17.2** A permanent supervisor 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:
- 17.2.1 Section 17.1 does not operate to prevent termination;
  - 17.2.2 Prior to initiating any proceedings to terminate the supervisor the District first requests a medical exam as provided in Section 17.4, or the supervisor submits a medical report as provided in Section 17.5; and
  - 17.2.3 The supervisor is accorded the notice and hearing rights specified in the disciplinary action procedures set forth in Article 14 of this *Agreement*, but all records related to the action shall indicate that the matter is not disciplinary in nature.
- 17.3** The supervisor may submit medical reports or other pertinent information to the District. In addition any supervisor may be required to submit to a medical examination by a physician or physicians designated by the District to evaluate whether or not the supervisor 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 supervisor. Failure or refusal of the supervisor 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 supervisor, or from commencing disciplinary action pursuant to Article 14.

- 17.4** In lieu of or in addition to a medical examination as provided in Section 17.3 the District may rely upon a medical report from the supervisor's physician.



## ARTICLE 18

### PRE-RETIREMENT REDUCTION IN CONTRACT

#### 18.1 Eligibility

18.1.1 Each full-time 12-month, 11-month, or 10-month supervisor 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.

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

18.1.2.1 Have reached the age of 55 prior to the reduction in contract;

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

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

18.1.2 A leave of absence shall not constitute a break in service for the purpose of this Article but neither shall time spent on any leave of absence count towards the 5-year, full time service required by this Article.

#### 18.2 Period of Reduced Contract

A supervisor's contract may be reduced under this Article for the remainder of his or her contract with the Board up to a maximum of five years. At the conclusion of the period during which the supervisor's contract is reduced, he or she must retire unless, during the first year of the reduction in contract, the supervisor submits a written request to the Board on or before May 1 to return to full-time employment at the beginning of the next college year.

#### 18.3 Provisions

18.3.1 A supervisor whose contract has been reduced under this Article shall retain all paid benefits afforded full-time supervisors and shall receive the pro rata share of the salary they would have earned had they continued full-time. In addition, the supervisor shall retain on a pro rata basis, all other rights and benefits of permanent supervisors except the right to a staff development leave.

18.3.2 A supervisor whose contract has been reduced under this Article shall fulfill the appropriate pro rata share of the hours and duties that would have been required had he or she continued as a full-time supervisor.

18.3.3 In compliance with Education Code Section 88038 and Government Code Section 20905, a supervisor 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.

#### **18.4 Process**

18.4.1 To implement the provisions of this Article, a supervisor must file a written request with the Director of Human Resources for a reduced contract specifying:

18.4.1.1 the request is being made under the provisions of this Article;

18.4.1.2 the percentage of contract that the supervisor desires, provided it is not less than one half of a full contract (measured in full days of paid service); and

18.4.1.3 the number of years during which the supervisor wishes their contract to be reduced, provided the number of years does not exceed five.

18.4.2 The request shall be filed no later than May 1 preceding the college year during which the supervisor wishes the reduced contract to become effective. College year means July 1 to June 30. The request shall be filed with the appropriate supervising administrator with a copy to the Director of Human Resources. If the supervisor'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 supervisor 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 supervisor and the District.

18.4.3 Nothing in this Article prohibits a supervisor from requesting a reduction in contract outside of the provisions of this Article.

## 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 supervisor who believes that a requirement is not being complied with should notify the Office of Risk Management.

#### **19.2 No Discrimination:**

No supervisor 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 *Agreement*.

#### **19.3 Supervisor Driving Record:**

19.3.1 A supervisor 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 supervisor 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 supervisor 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 by the Office of Risk Management.

#### **19.4 Health Services:**

Any injury occurring to a supervisor 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 Furniture and Equipment:**

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

**19.6 District Safety Committee:**

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

**ARTICLE 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 21, 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 in accordance with 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 21, 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 to this *Agreement* that are ratified and signed by both parties.

**20.4 Released Time for Negotiations**

The Union shall have the right to designate no more than four members who shall be given a reasonable amount of release time to prepare for and participate in negotiations. The Union shall provide written notification to the District with a copy to the administrator, of the names of the members of the negotiations team.

**20.5 Reopeners**

With the exception of years when the entire *Agreement* is open for negotiation, either party may reopen negotiations on Article 6 (Pay and Allowances), Article 15 (Health and Welfare Benefits), and one additional article of either party's choice.





## **ARTICLE 21**

### **DURATION**

This *Agreement* is effective July 1, 2018 and shall continue in effect through June 30, 2021 provided however, that either party may reopen negotiations as specified in Article 20, (Negotiations).



## ARTICLE 22

### STEWARDS

#### 22.1 Number:

The District recognizes the right of the Union to designate up to three stewards and three 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.

#### 22.2 Notification:

Once a year, the Union shall notify the Director of Human Resources with a copy 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.

#### 22.3 Leaving Their Assignment:

After consultation with the appropriate administrator, 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 administrator of the grievant of their presence. The steward is permitted to discuss any problem with all supervisors immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure, if possible on an informal basis.

#### 22.4 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.

#### 22.5 Authority:

Stewards shall have the authority to file grievances as specified in Article 10.2.2.



## ARTICLE 23

### UNION RIGHTS

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

23.1.1 The right of access at reasonable times to areas in which supervisors work as long as there is no disruption of work.

23.1.2 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 Union matters.

23.1.3 The right to use without charge institutional equipment, facilities, and buildings at reasonable times, upon clearance from the appropriate administrator and reasonable payment for materials used.

23.1.4 The right to receive two copies 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.

23.1.5 The right to released time for up to 60 hours annually to attend Union conferences/conventions.

23.1.6 The right to released time of 25 hours per month for the purpose of conducting business that pertains to the Union. The members of the Union who are to receive this released time shall be designated once each year, but may be changed by the Union where a re-election has taken place. These designations shall be reported to the Director of Human Resources, who will notify the appropriate administrators.

The lead steward or designated alternate(s) shall have the right to a maximum of 20 additional hours of released time per month, during regular work hours, for the purpose of fulfilling the responsibilities of the lead steward in conducting business which pertains to the Union. Scheduling of the 10 additional hours of released time shall be mutually agreed upon between the lead steward (or designated alternate) and their administrator.

In addition, the right to released time for members of the Teamster Union Committee of Foothill-De Anza for a maximum of two meetings per month not to exceed two hours in length.

Released time shall not be used at times that would require a supervisor to work in a paid status at the overtime rate or if, due to emergency, an adequate level of service could not be maintained in the absence of the released supervisor.

Time spent as an official representative of Teamsters Local 287 on official committees of either the colleges or the District is assigned time and shall not be regarded as released time.

23.1.7 The right to participate with the District in the planning and presentation of orientation sessions on this *Agreement* for bargaining unit employees and their administrators. Release time shall be granted to a designated Teamsters representative for the right to participate in new employee orientation sessions. Teamsters shall provide all materials for its presentation.

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

**23.2 Appointments to College or District Committees:**

Supervisors from this unit, who serve on official committees of the District or a College as representatives of this unit, rather than as representatives of specific departments or programs, shall be appointed by Local 287.

**23.3 Distribution of Agreement:**

Within 60 calendar days after the signing of this *Agreement*, the District/Local 287 shall duplicate a copy of this *Agreement* for every supervisor in the bargaining unit. Cost of duplication shall be shared equally by the District and Union, with mutual agreement on the printing facility. Any supervisor who becomes a member of the bargaining unit after the execution of this *Agreement* shall be provided with a copy by the District at the time of employment. In addition, the District shall provide all supervisors with a copy of any written changes agreed to by the parties during the life of this *Agreement*.

Before the contract is printed, the parties shall agree to the format of the *Agreement* and its amendments.

**23.4 Union “Bug”:**

Union members shall have the right to include the Union label on all books, reports, brochures, stationary or other documents produced by the District in accordance with customary printing trades practices unless the person ordering the printing marks an objection on the appropriate form.

## ARTICLE 24

### CONTRACT REVIEW COMMITTEE

- 24.1** The District and the Union shall establish a District/Union committee composed of two District representatives, the Teamsters Local 287 Union representatives from the Union's negotiating team (one from each college and one from Central Services). The committee shall meet as needed 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.
- 24.2** 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.





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# **APPENDIX A**

## **DEFINITIONS**

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## Definitions

1. **Anniversary Date**: The date upon which a supervisor is eligible for salary step advancement earned by completion of a required period of service, also known as the increment date.
2. **Basic Monthly Earnings**: 1/12th of a supervisor's annual contract salary.
3. **Class or Job Classification**: A group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary ranges are appropriate for all positions in the class.
4. **Classification**: The act of placing a position in a class or job classification with a designated title, assigned hours per day, days per week, months per year, specified duties and responsibilities, and salary placement.
5. **Demotion**: A change in the assignment of a supervisor from a position in one class to a position in another class with a lower salary rate.
6. **Health and Welfare Benefits**: Any form of insurance or similar benefit programs paid for entirely or in part by the District.
7. **Industrial Accident or Illness**: An injury or illness arising out of or in the course of employment within the District.
8. **Leave Policies**: Any policy concerning any form of supervisor leave.
9. **Permanent Supervisor**: A supervisor who successfully completes a probationary period.
10. **Probationary Supervisor**: A supervisor who will become permanent upon successful completion of a prescribed probationary period.
11. **Reassignment**: Movement from a position in one class to a Position in another class in the same salary range. Distinguished from a transfer because the movement is not within the same class. Distinguished from a promotion or a demotion because the movement is to neither a higher nor a lower class.
12. **Reclassification**: The upgrading of a position to a higher class as a result of the increase of duties or responsibilities assigned to the position
13. **Salary Range**: A range of salaries on a salary schedule assigned to a class or job classification.
14. **Salary Rate**: A specific amount of money paid for a specific period of service.
15. **Salary Schedule**: A series of salary ranges and steps which comprise the rates of pay for all classes.
16. **Transfer**: Lateral movement from one position to another in a single job classification.



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# **APPENDIX B**

## **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 HANDBOOK APPLICABLE TO SAID ACT, INCLUDING BUT NOT LIMITED TO:

\_\_\_\_\_

4. CORRECTIVE REMEDY: \_\_\_\_\_

5. INFORMAL ATTEMPT TO RESOLUTION: \_\_\_\_\_

GRIEVANT: \_\_\_\_\_ DATE: \_\_\_\_\_

ADMINISTRATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYER COPY RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

-over-

FIRST LEVEL OF REVIEW

(File with supervisor/administrator, copies to Director, Human Resources)

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 Director, Human Resources)

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 Administrator:

Date grievance was filed at second level: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Administrator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPEAL REQUEST:

Grievant's signature: \_\_\_\_\_ Date: \_\_\_\_\_



**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

**Disciplinary Action Appeal Form**

I, \_\_\_\_\_ hereby appeal the disciplinary action taken against me pursuant to Article 14 of the collective bargaining *Agreement* between the Foothill-De Anza Community College District and Teamsters, Local 287.

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 Director of Human Resources within seven (7) working days of the effective date of the sanction imposed against you. If the Director of Human Resources has not received this form by that time, you will be deemed to have waived your right to an appeal and the disciplinary action shall be final.



**FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT**  
Office of Human Resources and Equal Opportunity

**Donation of Sick Leave Pledge Form**

In accordance with Article 8 of the *Agreement* between the Teamsters 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 SUPERVISOR 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 Supervisor'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 <b>donor's</b> sick leave before donation _____	Criteria Not Met _____
Sufficient verification of certification for eligibility of <b>donee</b> _____		Not Sufficient _____
<b>Donor's</b> sick leave balance <b>decreased</b> to _____	hours by _____	effective _____
<b>Donee's</b> sick leave balance <b>increased</b> to _____	hours by _____	effective _____
Copy to Payroll Services on _____	by _____	



**FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT**  
Office of Human Resources and Equal Opportunity

**Education, Travel and Conference Fund**  
**Teamsters/Local 287**

The District will maintain a fund for assisting supervisors to be used to fund educational expenses including conferences related to the employee's current field or to support activities that will prepare the supervisor for new fields or endeavors. The fund shall be \$15,000 per year. Remaining money shall be rolled over to the next year but the maximum fund shall be not more than \$20,000. Education, travel, and conference funds may be used during a Staff Development Leave.

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

**EDUCATIONAL SECTION**

**To Be Completed By The Supervisor:**

Include official transcript verifying successful completion of the work-related class and receipts identifying tuition, fees, textbooks expenses.

Name: \_\_\_\_\_ Amount Requested: \_\_\_\_\_

Job Title: \_\_\_\_\_ Tuition: \$ \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Textbooks: \$ \_\_\_\_\_

Campus-Wide ID: \_\_\_\_\_ Fees: \$ \_\_\_\_\_

Beginning Date of Course: \_\_\_\_\_ Ending Date of Course: \_\_\_\_\_

\*Attach Information on Course / Conference / Workshop to this sheet.

\_\_\_\_\_  
Supervisor Signature Date

**To Be Completed by the Administrator:**

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

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

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

Director of HR: \_\_\_\_\_ Amount Reimbursed \$ \_\_\_\_\_

Processor: \_\_\_\_\_ Date of Reimbursement: \_\_\_\_\_



**FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT**  
Office of Human Resources and Equal Opportunity

**Education Travel and Conference Fund**  
**Teamsters/Local 287**

**CONFERENCE/WORKSHOP/TRAVEL SECTION**

**To Be Completed By The Supervisor:**

REQUIRED: Copy of Conference/Workshop Agenda

Beginning Date of Conference/Workshop: \_\_\_\_\_

Ending Date Conference/Workshop: \_\_\_\_\_

Conference/Workshop Registration: \$ \_\_\_\_\_

Advance Requested? Yes/No  
(Circle One)

Hotel/Motel Registration: \$ \_\_\_\_\_

Advance Requested? Yes/No  
(Circle One)

Airfare/Car Rental: \$ \_\_\_\_\_

Advance Requested? Yes/No  
(Circle One)

Per-Diem: \$ \_\_\_\_\_

Advance Requested? Yes/No  
(Circle One)

*Meals Included in Conference/Workshop are not covered*

**Human Resources will inform you if your request for Conference Funds has been approved.**

Please use ProCard upon approval of funds for all but Per-Diem. If you do not have a ProCard submit a Direct Pay Request to the Accounts Payable Department. Payments will be made directly to the Vendor.

Do not use your ProCard for Meals, if you require an advance of the per diem allowed submit a Travel Advance to the Accounts Payable Department for meals not covered by the conference.

The District Office of Human Resources shall request transfer of funds to the respective college upon receiving a completed Expense Transfer Request and Trip Voucher with supporting documentation regarding the expenditure of funds from the college.

Attach information on Conference/Workshop Agenda, Hotel/Motel Registration, Airfare, and/or Car Rental to this sheet.

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

**To Be Completed by the Administrator:**

I verify that this class is a work-related conference/workshop.

\_\_\_\_\_  
Administrator's Name (please print)

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

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

Director of HR: \_\_\_\_\_

Amount Reimbursed \$ \_\_\_\_\_

Processor: \_\_\_\_\_

Date of Reimbursement: \_\_\_\_\_





**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
Professional Growth Award Application**

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. College, adult education or trade school courses.** Minimum unit requirements for this category are dependent on the education level currently held by the employee and are determined as follows:

**Ph.D./Doctorate – Minimum of 12 hours**

**Masters Degree - Minimum of 24 hours** (2 Quarter units or 1.5 Semester units)  
Or a Bachelors +45 Quarter units/30 Semester units

**Bachelors Degree - Minimum of 24 hours** (2 Quarter units or 1.5 Semester units)  
Or AA degree +45 Quarter units/30 Semester units or 135 Quarter units/90 Semester units

**Associates Degree - Minimum of 48 hours** (4 Quarter units or 3 Semester units)  
Or more than 90 Quarter units/60 Semester units

**I certify that I have:**

- \_\_\_\_\_ an Associate degree or any college units
- \_\_\_\_\_ a Bachelor degree **or** AA/AS degree and 45 quarter/30 semester units
- \_\_\_\_\_ a Master degree or Bachelor degree and 45 quarter/30 semester units
- \_\_\_\_\_ a Ph.D./Doctorate

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: \_\_\_\_\_

**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 Special Activities (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 Guidelines for Professional Growth Award Program for further information.  
PLEASE MAKE A COPY FOR YOUR FILE BEFORE SUBMITTING

## **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 up to seven members: The Director of 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 Director of Human Resources

#### **Applications**

Applications are due by the 10<sup>th</sup> 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, and from the review panel members.

#### **Requirements**

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

1. 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. Minimum units for this category are dependent on the level of education currently held by the employee and are determined as follows:

**Ph.D./Doctorate – Minimum of 12 hours**

**Masters Degree - Minimum of 24 hours** (2 Quarter units or 1.5 Semester units)  
Or a Bachelors +45 Quarter units/30 Semester units

**Bachelors Degree - Minimum of 24 hours** (2 Quarter units or 1.5 Semester units)  
Or AA degree +45 Quarter units/30 Semester units or 135 Quarter units/90 Semester units

**Associates Degree - Minimum of 48 hours** (4 Quarter units or 3 Semester units)  
Or more than 90 Quarter units/60 Semester units

There is NO MAXIMUM. Continuing Education Credits (CEU's) earned may also count towards the forty-eight (48) hours. Calculation of hours for courses which are assigned a certain number of units will be based on the following:

Foothill and De Anza

No. of contact hours/week as stated

In the Course Inventory Audit Report

Other Colleges

a. One Quarter unit = 12 hours

b. One semester unit = 18 hours

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 Director, Human Resources prior to participating for this award to confirm the leadership position qualifies under this section.

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 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-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 SPECIAL ACTIVITIES.** 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 or 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.



**FOOTHILL - DE ANZA COMMUNITY COLLEGE DISTRICT**

**PROFESSIONAL GROWTH AWARD**

**Verification Checklist**

Name: \_\_\_\_\_ Extension \_\_\_\_\_

Job Title: \_\_\_\_\_ Campus \_\_\_\_\_

1.  Official transcript for academic courses.

2.  Workshop, conference, or outside committee work.

A. Official letterhead \_\_\_\_\_

B. Authorized signature \_\_\_\_\_

3.  Professional Growth Verification form for District committee work.

Authorized signature \_\_\_\_\_

Note: Omissions may delay your award.





**FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT**

**PROFESSIONAL GROWTH AWARD  
Committee Work Verification Form**

\_\_\_\_\_ participated on the \_\_\_\_\_  
(Name)

\_\_\_\_\_ 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 _____
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 \_\_\_\_\_

(previous forms may NOT be used)



**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

(previous forms may NOT be used)



**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 the HR Specialist – Classification and Compensation in District Human Resources along with the completed PDQ.

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

<p><b>Why does your job exist?</b> Write a one-sentence statement describing the purpose of your job and  <div style="text-align: center; margin-top: 10px;">how it achieves your department’s objectives.</div></p>
--


<b>Specific Duties?</b>	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%.

<b>% of Time:</b>	<b>Duties:</b>	<b>Frequency:</b>
1.		
2.		
3.		
4.		
5.		

<b>Working Relationships:</b>	Describe the routine contacts you need to have with others within or outside the organization.
-------------------------------	--

<b>Inside Contacts</b>	<b>Reason For Contact</b>	<b>Frequency of Contact</b>

<b>Outside Contacts</b>	<b>Reason For Contact</b>	<b>Frequency of Contact</b>

**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. To obtain a copy of the PEM form, please contact the HR Specialist – Classification and Compensation at ext. 6217.

The PEM form may also be downloaded at: [http://hr.fhda.edu/class\\_comp/classification\\_info](http://hr.fhda.edu/class_comp/classification_info).

**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	

- **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?**  
in

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 and Compensation for committee review.**

Vice President:

Please confirm that you read this questionnaire.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



**FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT**  
Office of Human Resources and Equal Opportunity

**INSTRUCTIONS FOR COMPLETING THE  
STAFF DEVELOPMENT LEAVE APPLICATION  
FOR SUPERVISORS, TEAMSTERS, LOCAL 287**

1. Complete pages 1 and 2 of the application.
2. If you plan to take course work, attach course descriptions.
3. Obtain the recommendation and signature of your supervisor (page 3).
4. Obtain the signature of the Administrator who is responsible for your work unit.
5. Submit the completed application to the District Office of Human Resources no later than 4:30 p.m. on December 15.



**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

**Application for Supervisor Staff Development Leave**

For details, see Article 8.13 of the collective bargaining *Agreement* between the District and Teamsters, Local 287.

Name \_\_\_\_\_

Date of first employment as a contract employee \_\_\_\_\_

Date of most recent Staff Development Leave \_\_\_\_\_

Length of leave requested \_\_\_\_\_ months.

I request a Staff Development Leave from my position as \_\_\_\_\_  
job title

from \_\_\_\_\_ through \_\_\_\_\_  
starting date ending date

**A Staff Development Leave is provided to encourage and enable supervisors to enhance their value to the District through additional education, upgrading of skills, or retraining for a different career path.**

Explain the use of the Staff Development Leave, if granted by the Board of Trustees:

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

If you plan to enroll in school, give the name of the school, a list of courses with course descriptions by academic term and the number of units of credit for each. Use the attached activity summary page for this purpose.

I believe this Staff Development Leave activity will benefit my development as a District employee and, consequently, the District by accomplishing the following objectives:

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

Additional comments or details about leave activities:

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

Summary Page Completed

Date \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

**Detailed Descriptions of Proposed Activities**

**Month 1**

<u>Activity</u>	<u>Objective</u>	<u>Value of Activities to the District</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Month 2**

<u>Activity</u>	<u>Objective</u>	<u>Value of Activities to the District</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Month 3**

<u>Activity</u>	<u>Objective</u>	<u>Value of Activities to the District</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Month 4**

<u>Activity</u>	<u>Objective</u>	<u>Value of Activities to the District</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Month 5**

<u>Activity</u>	<u>Objective</u>	<u>Value of Activities to the District</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Month 6**

<u>Activity</u>	<u>Objective</u>	<u>Value of Activities to the District</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Month 7**



<u>Activity</u>	<u>Objective</u>	<u>Value of Activities to the District</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Month 8**

<u>Activity</u>	<u>Objective</u>	<u>Value of Activities to the District</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Month 9**

<u>Activity</u>	<u>Objective</u>	<u>Value of Activities to the District</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Month 10**

<u>Activity</u>	<u>Objective</u>	<u>Value of Activities to the District</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Identify the means by which you will report on or verify the completed activities:

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Attach course descriptions.  
 (Attach additional pages if necessary)

**Staff Development Leave Activity Summary**  
(continued)

Supervisor recommendation:

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervising Administrator Signature

Committee recommendation:

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

Board Approval \_\_\_\_\_ Denial \_\_\_\_\_ Date \_\_\_\_\_

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# **APPENDIX C**

## **SALARY SCHEDULE**

**For**

**Supervisor Employees**

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



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**APPENDIX D**

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



## **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 supervisor and his or her domestic partner must complete, sign under penalty of perjury, and file with the District an affidavit attesting to their meeting eligibility requirements, as provided below.
- B. In order to be eligible for domestic partner coverage, the following criteria must be met:
1. The benefit must be one for which the supervisor's spouse would be eligible, if the supervisor were married.
  2. The supervisor and the non-supervisor 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 supervisor and non-supervisor 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 supervisor domestic partner may make health plan and other benefit elections on behalf of the non-supervisor 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 supervisor must acknowledge that he or she understands that under applicable federal and state tax law, District-provided benefits coverage of the non-supervisor domestic partner could result in imputed taxable income to the supervisor, 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-supervisor domestic partner must agree that the supervisor domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-supervisor. If the supervisor



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

16. The domestic partners must acknowledge that they understand that, if either has made a false statement regarding his or her qualification as a domestic partner or has failed to comply with the terms of the affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.
17. The domestic partners must acknowledge that the District Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.



**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**  
Office of Human Resources

**Affidavit for Enrollment of Domestic Partners**

I, \_\_\_\_\_,  
(print name of supervisor)

and

I, \_\_\_\_\_,  
(print name of non-supervisor domestic partner)

certify that:

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

**DEFINITIONS:**

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

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

2. Each of us understands that in addition to meeting the definition of domestic partnership provided in Section I above, we must satisfy the additional eligibility criteria provided herein.
3. We are both eighteen (18) years of age or older and are mentally competent to consent to contract.
4. We are each other's sole domestic partner.
5. Neither of us is married.
6. Neither of us has been a member of another domestic partnership within the previous six months, unless that domestic partnership terminated by death.
7. Neither of us is related to the other by blood as would prevent us from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).

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

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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 supervisor domestic partner may make health plan and other benefits elections on behalf of the non-supervisor 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-supervisor domestic partner could result in imputed taxable income to the supervisor, 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-supervisor domestic partner agrees that the supervisor domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-supervisor. If the supervisor-domestic partner executes such an option, the supervisor shall notify the non-supervisor domestic partner as soon as possible that his or her benefits have been terminated and it shall be the sole responsibility of that supervisor to make such notification.

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

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Signature of Non-Supervisor  
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: \_\_\_\_\_



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**APPENDIX E**

**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 supervisors 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 supervisors reasonable leave to care for an eligible family member, or the supervisor himself or herself, in the event of a serious medical condition, or to enable the supervisor to care for a child within one year of the child's adoption or receipt into foster care. While on leave, supervisors 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 supervisor 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 supervisors are eligible for this leave that 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 supervisor's own serious health condition that makes the supervisor unable to work at all or unable to perform essential job functions, or
3. a serious health condition of an supervisor's child, spouse, parent or member of the immediate household, which requires the supervisor 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 supervisor's child or for whom the supervisor has been "in loco parentis."

### **APPLICATION FOR LEAVE:**

A request for Family Medical Leave must be made in writing by completing the Family Medical Leave application form. The application must be submitted to the supervisor'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. A supervisor who requests medical leave for his or her own serious health condition is required to use all accrued paid leave, including vacation time, sick leave and extended sick leave if applicable concurrently with the Family Medical Leave Act leave. Because Family Medical Leave is limited to twelve work weeks, it is unlikely that a supervisor will run out of extended sick leave within the duration of this leave.
2. An supervisor who requests Family Medical Leave to care for his or her spouse, child, parent or member of the immediate household with a serious medical condition must first use all available paid leave, including vacation time and personal necessity and then sick leave to the extent allowed in the supervisor'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 a supervisor, 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 supervisor to transfer temporarily to another position. Leave taken because of the birth or placement of a child may not be taken intermittently or on a reduced schedule leave unless expressly approved by the Director of Human Resources.
4. While in unpaid status under Family Medical Leave, a supervisor 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 supervisor or the supervisor'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 supervisor will be needed to care for the patient. If leave is for the supervisor's own health condition, certification should also state that the supervisor is unable to perform the functions of his or her own position. The District may require the supervisor 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 supervisor 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 supervisor is expected to return to work on the date stated in the application for leave. If the supervisor wishes to return earlier, both the supervisor's administrator and the office of Human Resources should be notified at least 5 days before the supervisor's planned return. Failure to return from leave without notification may be construed as an abandonment of the supervisor's position. The District will require a certification that the supervisor is physically able to return to work upon return from leave due to the supervisor's own serious health condition. However, if a supervisor returning from Family Medical Leave due to his or her own serious medical condition is unable to perform the essential functions of his or her job because of a physical or mental condition, the Americans with Disabilities Act may govern.

#### **REINSTATEMENT RIGHTS:**

Unless considered a "key" supervisor, a supervisor on Family Medical Leave, they are 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" supervisor is one who is among the highest paid 10% of the District's supervisors and whose reinstatement would cause substantial harm to the District's operations. A supervisor on Family Medical Leave will not suffer the loss of any other employment benefit that the supervisor 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 supervisor does not return from leave for a reason other than continuation or recurrence of the serious health condition that entitled the supervisor to leave in the first place and employment is terminated, the District can recover the cost of the health care premiums from the supervisor.

**COORDINATION WITH PREGNANCY DISABILITY LEAVE:**

Family Medical Leave is separate and distinct from disability leave for pregnant supervisors. Pregnant supervisors may be entitled to a disability leave in addition to the Family Medical Leave. An eligible supervisor 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.

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

**Application for Family Medical Leave**

**Name:** \_\_\_\_\_ **Division:** \_\_\_\_\_

**CWID:** \_\_\_\_\_ **Campus:** \_\_\_\_\_

Beginning Date of Leave: \_\_\_\_\_ Ending Date of Leave \_\_\_\_\_

Reason for Leave (check one):

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

Explanation (if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Date

Approved  Denied

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
Date



**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

**Medical Certification Statement**

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

Is this Certification for the Supervisor \_\_\_\_\_ or for ill family member \_\_\_\_\_

Name of ill Family Member (patient): \_\_\_\_\_

Date Condition Began: \_\_\_\_\_

Date Condition Ended (or is expected to end): \_\_\_\_\_

Medical facts regarding the condition: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Health Care Provider Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Office Phone Number: \_\_\_\_\_

\_\_\_\_\_

**Medical Release:**

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

Patient's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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





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**APPENDIX F**

**EVALUATION**

**PROCEDURES AND FORMS**

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## Evaluation Procedures and Forms



# Classified Performance Evaluation

### STATEMENT OF PURPOSE

The primary purpose of the performance evaluation is employee development. The evaluation process serves as an opportunity for both the employee and the administrator to clarify expectations and goals for performance of the employee's job duties and responsibilities. It is important that this process be constructive and that the employee and administrator emerge with a mutual understanding of the standards and expectations of performance.

The Classified Performance Evaluation provides a written assessment of the employee's work performance and enhances communication between employee and administrator. The performance evaluation should communicate performance standards for the position and encourage growth and development/improvement of performance for the future.

### TYPE OF EVALUATION

#### Probationary Evaluation

Probationary employees are evaluated three times during the first year of employment:

##### **Third Month Evaluation**

This evaluation is critical to the success of the employment relationship and should be carefully developed and discussed to identify areas of strength as well as those portions of the job that are challenging the employee.

##### **Sixth Month Evaluation**

This evaluation serves to recommend a step increase if the employee is performing satisfactorily. This mid-way evaluation should serve to clearly identify those areas in which the employee needs to improve to successfully complete probation. The administrator and employee should discuss specific work examples and agree on performance goals for the next six months.

##### **Permanency Evaluation**

This evaluation is to recommend "permanency" in the position. This evaluation is critical since it will change the employee's status from probationary to permanent. The administrator should carefully review the previous evaluations and assess the performance level to determine whether the employee can succeed in the position. The employee should carefully evaluate the duties and responsibilities of the position and the expectations of the administrator to determine whether the position is one in which the employee can succeed. If there is doubt about the successful performance, then permanency should not be recommended.

### Annual Evaluation

Annual evaluations are conducted after an employee has successfully completed the probationary period. Annual evaluations are conducted prior to the increment date (if applicable). Satisfactory evaluations are necessary to receive step increases. Annual evaluations are also used for:

### Special Evaluation

Special evaluations may be conducted at any time at the request of the administrator or the employee.

<b>INSTRUCTIONS</b>
---------------------

#### **Evaluation Process:**

- Both the employee and the administrator have equal responsibility for initiating and maintaining a climate, work environment and relationship which encourages open communication and personal as well as professional growth.
- Human Resources will send the evaluation to the administrator and the employee three months prior to the due date.
- The administrator will schedule a meeting with the employee to discuss the process and the timeline to complete the evaluation.
- The administrator will complete the evaluation and give it to the employee for review, comment and signature.
- The employee has the right to attach written comments within ten days of receiving the evaluation. These comments will be forwarded to Human Resources, attached to the evaluation and placed in the employee personnel file.
- The employee will return the evaluation to the administrator who will sign and return it to Human Resources.
- The administrator or the employee may contact Human Resources at any time during the process for guidance and direction.

The evaluation process is a primary tool for assessing performance of an employee. It is important that the administrator make constructive comments aimed at supporting and encouraging growth. Both employee and administrator are to discuss the evaluation and have a clear understanding of the expectations of the position.

#### **Instructions to the Administrator:**

- Review the current job description. (Job Descriptions are available on the HR Server or contact the classification specialist)
- The administrator will schedule a meeting with the employee to discuss the process and the timeline to complete the evaluation.
- Complete the evaluation and schedule a conference at a time that will promote a meaningful dialogue between the administrator and the employee.
- Evaluate performance and not the person.
- Acknowledge and praise performance that contributes to the effectiveness of the division/program/department.
- Provide ongoing suggestions and assistance to help employee accomplish the assigned duties.
- Indicate training that would help enhance skills and enable the employee to perform more effectively.
- Identify those conditions which act as limitations or constraints to the performance of assigned duties.
- Provide comments in each category which reflect on the employee's performance.

**Instructions to the Employee:**

- Prepare for this process by reviewing your own performance during the previous year.
- Review your current job description with your administrator to determine the accuracy of this document as it relates to current duties. (Job Descriptions are available on the HR Server or contact the classification specialist)
- Discuss accomplishments and goals met during the evaluation period.
- Identify those conditions which act as limitations or constraints to the performance of assigned duties.
- Identify any training that would help you attain the desired performance standards or provide an opportunity for growth and development.
- Take advantage of the opportunity to provide feedback in the Employee Comment Section.
- Contact Human Resources or your union representative if you believe that the performance evaluation process has not been followed correctly.

**NOTE:** Failure to complete evaluations by the due date automatically advances the employee to the next step and/or permanency.

<b>PERFORMANCE STANDARDS</b>
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**Description of Performance Standards:**

There are four (4) performance standards used in the performance evaluation of a classified employee. The following terms are to be reviewed and understood by both the employee and the administrator prior to the evaluation. It is important for consistency and enhanced communication that both administrator and employee operate with the same definition for each of the performance standards.

#### Outstanding\*

Performance reflects superior skills, knowledge and ability by consistently exceeding job requirements and often demonstrating exceptional performance. Makes unique and significant contributions to the department.

\*This rating must be substantiated by supporting observations and examples.

#### Good Solid Performance

Performance meets the job description requirements. Employee consistently meets normally accepted standards and satisfactorily completes assignments. Employee achieves results one would expect taking into consideration training received and related background/experience.

#### Needs Improvement\*

Performance does not consistently meet standards; requires more direction and supervision to accomplish the task than normal; performs below minimum job requirements; does not meet performance expectations. Improvement required within a defined period of time to meet competent standards.

\*This rating must be substantiated by supporting observations and examples and specific recommendations for improvement.

#### Unacceptable\*

Performance does not meet requirements of the job and seriously impacts department's effectiveness. Improvement in employee's performance is essential.

\*This rating must be substantiated by supporting observations and examples and specific recommendations for improvement.

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**APPENDIX G**

**MEMORANDUM OF UNDERSTANDING  
ON PROVISIONS OF HEALTH  
INSURANCE PLANS**





## APPENDIX G

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
AND  
THE PARTICIPATING UNIONS OF THE JOINT LABOR MANAGEMENT COUNCIL  
("JLMBC") COMPOSED AS FOLLOWS:  
ASSOCIATION OF CLASSIFIED EMPLOYEES,  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
FACULTY ASSOCIATION,  
POLICE OFFICERS ASSOCIATION,  
AND TEAMSTERS

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District (District) and the following Unions: the Association of Classified Employees (ACE), the California School Employees Association (CSEA), the Faculty Association (FA), the Police Officers Association (POA), and the Teamsters.

The parties agree that the following provisions, described in Sections I through VIII, shall constitute an agreement between the Unions and the District on the topic of Paid Benefits for 2019. The provisions of this agreement are subject to ratification by members of the bargaining units, where required, and approval by the Board itself.

### SECTION I: BENEFITS PLAN PROVIDER

Affecting the 2019 Plan Year, CalPERS shall remain the provider for all District medical health insurance plans for all qualified employees, retirees, and eligible dependents.

### SECTION II: HEALTH PLAN OPTIONS

Qualified employees shall continue to have the option to enroll in any one of the plans offered by CalPERS and available in the participant's geographic area. For example, CalPERS offers several *PPO plans*, including: PERS Select, PERS Choice, and PERS Care; and several *HMO plans* including: Anthem Blue Cross Select, Anthem Blue Cross Traditional, Health Net SmartCare, Kaiser CA, and Western Health Advantage. Plan choices are subject to change and are entirely under the control of CalPERS. Brief information, including benefits, coverage limitations, deductibles, copays, and coinsurance, is contained in the CalPERS Health Benefit Summary published by CalPERS for each Plan Year. Full information is provided in the plan documents provided by the respective provider.

### SECTION III: EMPLOYEE CONTRIBUTION RATES for PLAN YEAR 2019

All plans shall require eligible employees to contribute for each plan choice and tier placement as described below. In accordance with the principles developed by the Joint Labor Management Benefits Council (JLMBC), the parties agree to the employee monthly contribution rates specified below. Except for part-time faculty, employee contributions for Plan Year 2019 shall remain unchanged from Plan Year 2018. See Section VIII (a) for

information affecting part-time faculty. In the event new plans not currently identified are added for Plan Year 2019, the Joint Labor Management Benefits Council will convene immediately to negotiate employee/retiree contributions for the added plan. The addition of new plans will not change or alter the employee/retiree contributions for any plans continuing from PY 2018 to PY 2019.

Contribution rates in each plan shall have three tiers: employee only; employee plus one; employee plus family. The rate for each tier shall be based on a proportional formula: employee only = employee rate x 1; employee plus one = employee rate x 2; employee plus family = employee rate x 3.

Rates for each plan and tier are expressed monthly, i.e., 1/12<sup>th</sup> of the employee annual contribution as specified below [based On Active-Retiree Contribution, JLMBC, 6/21/18]:

*PPO Plans*

<u>PERS Care</u>	<u>January 1, 2019</u>
E	\$480
E + 1	\$960
E + family	\$1440

<u>PERS Choice</u>	<u>January 1, 2019</u>
E	\$152
E + 1	\$304
E + family	\$456

<u>PERS Select</u>	<u>January 1, 2019</u>
E	\$89
E + 1	\$178
F + family	\$267

*HMO Plans: Bay Area*

<u>Anthem Blue Cross Select</u>	<u>January 1, 2019</u>
E	\$81
E + 1	\$162
E + family	\$243

Anthem Blue Cross

<u>Traditional</u>	<u>January 1, 2019</u>
E	\$214
E + 1	\$428
E + family	\$642

<u>Healthnet SmartCare</u>	<u>January 1, 2019</u>
E	\$167
E + 1	\$334

E + family	\$501
<u>Kaiser CA</u>	
	<u>January 1, 2019</u>
E	\$108
E + 1	\$216
E + family	\$324
<u>Western Health Advantage</u>	
	<u>January 1, 2019</u>
E	\$108
E + 1	\$216
E + family	\$324
<i>Retiree Only: UHC Medicare Advantage Plan</i>	
<u>UnitedHealthcare</u>	
	<u>January 1, 2019</u>
E	\$81
E + 1	\$162
E + family	\$243

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 an employee subscriber opts out of dental and vision coverage, the reduction in rates will be \$6 for employee-only, \$12 for employee-plus-one, and \$18 for employee-plus-family. The vision coverage remains essentially unchanged from the plan currently in place.

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, or the employee is not in pay status, or the employee is eligible for District paid-benefits under Long-Term Disability (LTD) status, in order to continue health benefit coverage the employee must enroll with CalPERS under the Direct Pay Plan or COBRA Program, depending on the enrollee's status at the time of change in pay status. The District Benefits Unit shall assist the member with the transition and forward the request to CalPERS, in accordance with CalPERS processes.

When Direct Pay status is applicable:

The following CalPERS process generally applies – CalPERS will contact the individual insurance carrier to set up Direct Pay, a process that normally takes one month. In the intervening period before Direct Pay is established, CalPERS will bill the District (since the invoice is issued in advance) and the District shall invoice the member for the employee's contribution for the intervening period.

Once Direct Pay is established, the employee must prepay the full cost of the monthly premium for the CalPERS plan selected when receiving the bill from the plan provider. Direct Bill payments cannot be, by law, pre-tax.

To seek reimbursement in arrears for the *Employer Share of Cost* (the plan's monthly premium minus the employee's required monthly contribution), the employee shall submit proof of payment and invoice for each month to the Benefits Unit. Payment is calculated month-by-month based on twelve (12) calendar months.

When the employee returns to work within the applicable benefits plan year, the Benefits Unit shall transition the member back to Active Account with the next regular payroll cycle.

When COBRA status is applicable:

COBRA is an option for anyone who incurs a qualifying life event but who is not eligible to continue benefits under Direct Pay status.

The employee must prepay the full cost of the monthly premium plus any administrative fees for the CalPERS plan selected in accordance with the billing procedures of the plan provider. There is no reimbursement for benefits coverage under COBRA status.

#### SECTION IV: RETIREE BENEFITS

*(a): Retired Employees Hired Before July 1, 1997*

Retirees who qualify under the terms of their respective "paid benefits for retired employees hired before July 1, 1997" contract provisions are eligible to participate in the District's medical health insurance plans in the same manner as eligible employees and may select from the same plan choices and contribution levels as offered to eligible employees, subject to any limitations imposed by CalPERS.

The parties acknowledge that for Medicare-eligible retirees and their Medicare-eligible dependent(s), the CalPERS Choice and CalPERS Select plans offer identical benefits.

In accord with CalPERS regulations, the entire CalPERS retiree monthly premium for the plan selected is deducted from the monthly retirement warrant (e.g. STRS or PERS pension check), and the District shall reimburse the retiree the difference between the CalPERS premium deduction and the subscriber's required monthly contribution (as specified above in Section III: Employee Contribution Rates). In the event the CalPERS retiree monthly premium exceeds the retiree's monthly retirement warrant, the retiree shall have the responsibility for paying CalPERS directly for the required retiree monthly premium in accord with CalPERS procedures.

The District shall provide reimbursement in arrears for the District's monthly contribution towards the Retired employee's benefit. Reimbursement shall be made upon submission to

the Benefits Unit of proof of payment and invoice by CalPERS or the Retiree, as applicable, for each month of coverage.

Election of a medical health plan shall also include vision and dental coverage offered by the District. The respective monthly contribution rates include the cost of vision and dental coverage. Retirees may not opt out of dental and vision coverage, nor elect only vision and dental coverage. The vision coverage remains essentially unchanged from the plan currently in place.

*(b): Retired Employees Hired After July 1, 1997*

Retirees who qualify under the term of their respective “paid benefits for retired employees hired after July 1, 1997” contract provisions are eligible to participate in the District’s medical health insurance plans by contracting directly with CalPERS.

To seek reimbursement in arrears for the District’s monthly contribution towards the Retired employee’s *Bridge Program* benefit, the Retiree shall submit proof of payment and invoice to the Benefits Unit for each month of coverage.

**SECTION V: DISTRICT CONTRIBUTION AND DRAWDOWN OF THE BENEFITS RATE STABILIZATION FUND (RSF)**

District health benefit funding for the period of January 1, 2019 through December 31, 2109 shall be based on a super-composite rate (an average of employee and retiree costs in the three tiers—employee-only; employee plus one; and, employee plus family) of \$1011 per employee/retiree per month (PEPM).

In addition to Employee/Retiree monthly premium contributions and the District super-composite rate contribution of \$1011 per month, the Benefits Rate Stabilization Fund (RSF) shall supplement the total cost of the health insurance benefits participation. The effect on RSF funds for Plan Year 2019 is estimated at \$1,718,608.

**SECTION VI: DISTRICT HEALTH PLAN WAIVER**

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 life event. Waiver of coverage shall not result in a compensated allowance in lieu of coverage.

**SECTION VII: TERMS AND CONDITIONS**

- a) The health insurance plan provider, employee/retiree monthly contribution rates, terms and conditions specified herein are based on the recommendations of the Joint Labor Management Benefits Council;
- b) The parties have created a Post-97 Fund – i.e., the VEBA Trust – dedicated to a post-age-65 retiree benefit for District employees hired after July 1, 1997. The Post-97 Fund was established with the FA Post-1997 Health Benefits Reserve (\$250,000), the ACE Post-1997 Health Benefits Reserve (\$250,000), \$500,000 from Fund 600, and previously agreed to funding on the basis of tiered contributions per enrolled employee/retiree per month at the rate of \$2 employee-only; \$4 employee-plus-one; and \$6 employee-plus-

family. In addition, for the 2019 Plan Year, funding on the basis of tiered contributions per enrolled employee/retiree per month shall continue at the rate of \$2 employee-only; \$4 employee-plus-one; and \$6 employee-plus-family. Future funding shall be subject to negotiation. The Post-97 Fund shall not increase the District's GASB unfunded liability.

Further, a one-time allocation of funds in the amount of \$800,000 – that is, \$500,000 from non-RSF district funds plus \$300,000 from RSF funds – was paid as a benefit allowance to all regular and contract (benefit eligible, excluding PT Faculty) employees in December of 2016 for Plan Year 2017. All contract and regular employees, on the same frequency as and amount of the benefit allowance, contributed to the benefits fund via a special deduction which was then redirected for the purpose of commitment to the Post-97 VEBA trust.

- d) The parties acknowledge that (a) the employee/retiree contribution rates specified herein are based on a gradual drawdown of Fund 600 – Benefits Rate Stabilization Fund; (b) and Fund 600 is one-time money and, dependent on future negotiations, may be depleted within several years;
- e) The parties further acknowledge that the \$1011 PEPM District contribution specified in Part V and used in the funding model shall not be deemed a “cap” for the purposes of negotiations upon expiration of this agreement; and
- f) Finally, the parties acknowledge that the District continues to face uncertain fiscal stability. The parties agree that the JLMBC shall continue to review the health insurance benefit costs and make recommendations regarding health insurance benefits, including plan coverage, associated costs, and contribution structures subsequent to the duration of this agreement.

**SECTION VIII: ADDITIONAL PROVISIONS FOR SPECIFIC BARGAINING UNIT**

The parties acknowledge there may be specific provision(s) relevant to each union's collective bargaining agreement (CBA) and exclusively related to health benefits. Further, the parties agree to bring to the JLMBC any such benefit provision that may be relevant to, or have an impact on, the total cost of health insurance or the coverage provided to the other bargaining groups.

The additional provisions pertaining to the Faculty Association (FA) Paid Benefits Program (for Part-Time Faculty) are contained in Section VIII (a) attached at the end of this document.

Date	Print Name	Signature
<i>Association of Classified Employees (ACE)</i>		

Date	Print Name	Signature
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***California School Employees Association (CSEA)***

_____ Date	_____ Print Name	_____ Signature
<b><i>Faculty Association (FA)</i></b>		

_____ Date	_____ Print Name	_____ Signature
<b><i>FHDA District</i></b>		

_____ Date	_____ Print Name	_____ Signature
<b><i>Police Officers Association (POA)</i></b>		

_____ Date	_____ Print Name	_____ Signature
<b><i>Teamsters</i></b>		

SECTION VIII (a): ARTICLE 22A – PART-TIME FACULTY PAID BENEFITS

Affecting the 2019 Plan Year, qualified part-time faculty employees shall continue to have the option to enroll in any one of the plans offered by CalPERS and available in the participant's geographic area. For example, CalPERS offers several *PPO plans*, including: PERS Select, PERS Choice, and PERS Care; and several *HMO plans*, including: Anthem Blue Cross Select, Anthem Blue Cross Traditional, Health Net SmartCare, Kaiser CA, and Western Health Advantage. Plan choices are subject to change and are entirely under the control of CalPERS. Brief information, including benefits, coverage limitations, deductibles, copays, and coinsurance, is contained in the CalPERS Health Benefit Summary published by CalPERS for each Plan Year. Full information is provided in the plan documents provided by the respective provider.

Benefits shall be provided in accordance with Article 22A of the Faculty *Agreement*. Eligibility for District-provided subsidy in accordance with Article 22A of the *Agreement* shall be determined annually for the period January 1 through December 31, 2019 based upon the part-time faculty employee's load and attainment or status of reemployment preference during the 2017-2018 academic year.

Employee and District contributions for Plan Year 2019 are set as follows: The Kaiser HMO plan shall be the "basic" plan and all other plans shall be a "buy-up." The benefits shall have three load thresholds, each with a respective District contribution to the premium cost. For employees with loads of 0.400 up to 0.499, the District shall be responsible for payment of forty percent (40%) of the Kaiser monthly plan premium or the dollar equivalent under the other plan options. For employees with loads of 0.500 up to 0.599, the District shall be responsible for payment of fifty percent (50%) of the Kaiser monthly plan premium or the dollar equivalent under the other plan options. For employees with loads of 0.600 up to 0.670, the District shall be responsible for payment of sixty percent (60%) of the Kaiser monthly plan premium or the dollar equivalent under the other plan options. The contribution rates shall have three tiers: employee-only; employee plus one; employee plus family. The employee shall be responsible for the remainder of the monthly plan premium for the coverage elected.

Part-time faculty participating in the 2019 Plan Year shall have contributions recovered in twelve (12) equal monthly payroll deductions. This shall mean that the twelve months of coverage will be paid in twelve equal installments deducted from the regular payroll periods.

Rates for PY 2017 were established in June, 2016 when CalPERS published its premium rates. Irrespective of any changes, Part-time Faculty employee contribution rates remained unchanged from 2016 – that is, the dollar equivalent of the 40/50/60% contribution based on 2016 CalPERS Select plan premium rates remained the same dollar contribution per plan and tier for PY 2017 – and was expressed monthly, i.e., 1/12<sup>th</sup> of the employee's annual contribution. In addition to Part-time Faculty 40/50/60% monthly premium contributions on the basis of the 2016 Select Plan plus any buy-up, and the District offset of 60/50/40% per month contribution, the Benefits Rate Stabilization Fund (RSF) shall supplement the total cost of the health insurance benefits participation. The variance effect



of Part-time Faculty contributions on RSF funds for Plan Year 2017 is \$5874.00. That is, due to an unexpected decrease in premiums for the CalPERS Select Plan, the contributions of Part-time Faculty exceeded the rates that would have been applicable had the 2017 contribution rates applied.

Rates for PY 2018 were established in June, 2017 when CalPERS publishes its premium rates. Irrespective of any changes, Part-time Faculty employee contribution rates again remained unchanged from 2016 – that is, the dollar equivalent of the 40/50/60% contribution based on 2016 CalPERS Select plan premium rates remained the same dollar contribution per plan and tier for PY 2018 – and were expressed monthly, i.e., 1/12<sup>th</sup> of the employee's annual contribution. In addition to Part-time Faculty 40/50/60% monthly premium contributions on the basis of the 2016 Select Plan plus any buy-up, and the District offset of 60/50/40% per month contribution, the Benefits Rate Stabilization Fund (RSF) shall supplement the total cost of the health insurance benefits participation. The variance effect of Part-time Faculty contributions on RSF funds for Plan Year 2018 is - \$71,528.16. That is, due to an increase in premiums for the CalPERS Select Plan, the contributions of Part-time Faculty fell below the rates that would have been applicable had the 2018 contribution rates applied.

In the event new plans not currently identified are added for Plan Year 2019, the District and FA, along with the remaining members of the Joint Labor Management Benefits Council, shall immediately resume negotiations to reach agreement on the contributions for the added plan(s). The addition of new plans will not change or alter the Part-time Faculty contributions for any plans continuing from PY 2018 to PY 2019.

In the event the required employee monthly contribution exceeds compensation in any regular pay period, or the part-time faculty member is not in paid status during a regular academic quarter (i.e., has no paid assignment in that particular quarter), in order to continue health benefit coverage the employee must enroll with CalPERS under the Direct Pay Plan or COBRA program, depending on the enrollee's status at the time of change in pay status. The District Benefits Unit shall assist the member with the transition and forward the request to CalPERS.

When Direct Pay status is applicable:

The following CalPERS process generally applies – CalPERS will contact the individual insurance carrier to set up Direct Pay, a process that normally takes one month. In the intervening period before Direct Pay is established, CalPERS will bill the District (since the invoice is issued in advance). The District shall invoice the member for the employee's contribution for the intervening period.

Once Direct Pay is established, the part-time faculty employee must prepay the full cost of the monthly premium for the CalPERS plan selected in accordance with the billing procedures of the plan provider. Direct Pay payments cannot, by law, be pre-tax.

To seek reimbursement in arrears for the *Employer Share of Cost* (the plan's monthly premium minus the employee's required monthly contribution), the part-time faculty

employee shall submit proof of payment and invoice to the Benefits Unit for each month of coverage. Payment is calculated month-by-month based on twelve (12) calendar months.

When COBRA status is applicable:

Under COBRA, the maximum extension of benefits is 18 months as permissible by law. The employee is required to enroll for COBRA benefits and prepay directly with the insurance carrier.

The District shall provide the monthly premium variance reimbursement in arrears for the *Employer Share of Cost* (the plan's monthly premium minus the employee's required monthly contribution and applicable COBRA administrative fees) for the remainder of the plan year. The employee shall submit proof of payment and invoice for each month to the Benefits Unit. The COBRA premium variance reimbursement is calculated month-by-month based on 12 calendar months.

A part-time faculty employee is eligible for reimbursement under COBRA status when continuing to meet the eligibility requirements for the remaining months in the applicable plan year. A part-time faculty employee who separates employment or otherwise no longer meets eligibility requirements for benefits is not eligible for COBRA reimbursement.

When the part-time faculty employee returns to work in a subsequent quarter of the academic year or summer session, and which occurs within the applicable benefits plan year, the Benefits Unit shall transition the member back to Active Account with the next regular payroll cycle.

The parties acknowledge that CalPERS regulations and administrative procedures for providing Part-Time Faculty Paid Benefits coverage continue to evolve and may necessitate future modifications. The parties agree to work together in good faith to protect the benefits provided by Article 22A and to resolve in the best interests of all parties any issues that may arise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Foothill-De Anza Community College District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Foothill-De Anza Faculty Association