

**AFT GUILD, LOCAL 1931  
AMERICAN FEDERATION OF TEACHERS  
AFL-CIO**

***CLASSIFIED ~~STAFF~~ PROFESSIONALS  
BARGAINING UNIT***

**WITH**

**SAN DIEGO COMMUNITY COLLEGE DISTRICT**

**FOR THE PERIOD**

**~~JULY~~ DECEMBER 1, ~~2017~~ 2020 THROUGH JUNE  
30, ~~2020~~ 2023**

**AMERICAN FEDERATION OF TEACHERS GUILD – CLASSIFIED STAFF  
PROFESSIONALS BARGAINING UNIT *(need to update numbering and link TOC)***

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## ARTICLE I - RECOGNITION

- 1.1 The District recognizes the American Federation of Teachers Guild, Local 1931, AFL-CIO (“AFT Guild”), as the exclusive representative of unit members in the Office/Technical Unit of the San Diego Community College District in San Diego County in accordance with the certification issued by the Public Employment Relations Board November 17, 1998, Case No. LA-DP-318 pursuant to a Board-conducted secret ballot election, and as the exclusive representative of unit members in the Food Services Unit of the San Diego Community College District in San Diego County in accordance with the certification issued by the Public Employment Relations Board November 17, 1998, Case No. LA-DP-319 pursuant to a Board-conducted secret ballot election, and as the exclusive representative of unit members in the Maintenance & Operations Unit of the San Diego Community College District in San Diego County in accordance with the certification issued by the Public Employment Relations Board January 6, 2009, Case No. LA-DP-366-E pursuant to a Board-conducted secret ballot election.
- 1.2 Included in the Classified Staff Professionals Bargaining Unit are the following job classifications: (See Appendices A-1, A-2, A-3 Appendix B)
- 1.3 Exclusions
  - 1.3.1 Employees in management, supervisory, and confidential job classifications, and all other employees in job classifications not listed in Appendices A-1, A-2, A-3 Appendix B shall be excluded. Newly created classifications or newly designated confidential positions on which AFT and the District cannot agree regarding inclusion or exclusion from the unit will be submitted to the Public Employment Relations Board for resolution.
  - 1.3.2 All unit members serving in an assignment as an acting or interim supervisor/manager shall not be a member of the bargaining unit for the duration of the acting or interim assignment, and shall instead be bound by the terms and conditions of the collective bargaining agreement or handbook of the bargaining unit within which the acting or interim assignment is located. Unit members serving in an acting or interim assignment shall retain full rights without any loss in seniority upon returning to their regular assignment.
- 1.4 Upon request by AFT, the District shall provide a list of confidential positions.

## ARTICLE II - FAIR SHARE PROGRAM/ AFT MEMBERSHIP DUES DEDUCTIONS

- 2.1 AFT agrees to furnish in writing to the Vice Chancellor, Human Resources the amount of AFT dues ~~and fees for other services~~ as applied to ~~unit~~ AFT members. Such notification shall be furnished upon any change in such amounts applied. Changes to the dues status of individual unit members shall be submitted by AFT to the District no later than the 15<sup>th</sup> of each month for inclusion on that month's payroll cycle. Changes submitted after that date shall be effective on the following month's payroll cycle. In the event that a more global change to the dues structure is needed to be implemented, the AFT shall meet with the District to mutually determine the implementation date.
- 2.2. AFT shall have the sole and exclusive right for the payroll check-off for membership dues and fees for other AFT membership benefits for ~~unit~~ AFT members. With respect to all sums deducted by the District pursuant to authorization of the classified ~~staff~~ unit members, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the classified ~~staff~~ unit member's pay warrant, such moneys to the Guild's designee accompanied by an alphabetical list of classified ~~staff~~ unit members for whom such deductions have been made, and indication of any changes in personnel from the list previously furnished.

Upon appropriate written authorization from unit members, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit unions, savings bonds, charitable donations, or any other plans or programs jointly approved by the Guild and the District.

### 2.3 Eligible Unit Members

All unit members with an active assignment are eligible for membership in the Guild. Union dues shall only be deducted from Guild members in good standing, as determined by the Guild, whose monthly gross earnings are \$450 (four hundred and fifty dollars) or greater in the corresponding monthly pay period.

### ~~2.3 Fair Share Program~~

#### ~~2.3.1 Eligible Unit Members~~

~~Eligible unit members for the Fair Share Program shall include those classified staff members whose monthly gross earnings are \$450 (four hundred fifty dollars) or greater.~~

~~2.3.2 As a condition of employment, all eligible unit members covered by this Agreement shall execute a choice to designate for payroll deduction one of the following: (1) AFT dues; (2) a fair share fee; or (3) a contribution to a non-religious, non-labor charitable fund under Section 501(c) of Title 26 of the Internal Revenue Code, if he/she qualifies for a religious accommodation.~~

~~In the event this Article becomes inoperative by operation of law or by a court or other tribunal of competent jurisdiction, any employee who has completed an AFT dues deduction authorization may stop making those payments by giving written notice to both the employer and the Union during the period not less than thirty (30) and not more than forty five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable Agreement between the employer and the Union, whichever occurs sooner. The employer will honor the employee's check off authorizations unless they are revoked in writing during the aforementioned window period, irrespective of the unit member's membership in the Union.~~

### ~~2.3.3 Contribution Deduction for a Religious Accommodation~~

~~Any unit member who requests and is granted a religious accommodation from the payment of fair share fees shall direct the Guild to make a monthly payment of an amount equal to the fair share fee obligation of the unit member to one of the following charities as a condition of continued exemption from the payment of fair share fees: 1) Alliance San Diego; 2) Center on Policy Initiatives; or 3) San Diego Food Bank. Proof of payment shall be sent to the unit member in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the fair share fee has been made. Such proof shall be presented on or before July 1 of each fiscal year.~~

### ~~2.3.4 Involuntary Deduction~~

~~If any current unit member or new unit member fails to designate which of the above deductions is to be made at the time of the execution of this Agreement or of entry into a classification covered by this Agreement, the District shall deduct the fair share fee beginning with the pay period following his/her first day of employment with the District.~~

## 2.4 Forfeiture of Deduction

If, after all voluntary insurance premium deductions and other voluntary deductions are made in any pay period, the balance is not sufficient to pay the deduction of AFT dues; fair share fee, or contribution to a charitable fund required by this Article, no such deduction shall be made for the current pay period.

## ~~2.5 Financial Documentation~~

~~AFT shall provide the District with a copy of any financial reports required under Section 3546.5 of the Government Code in the administration of the Fair Share Program.~~

## ~~2.6 Reinstatement~~

~~Upon the reinstatement of any unit member, or upon the recalling of any unit member from layoff status, the District will resume or initiate dues, fair share fee or contribution to a charitable fund in accordance with Section 2.1.~~

## 2.7 Check off

Upon notification by the Guild and delivery to District payroll of appropriate authorization forms, the District shall deduct from each unit member's wages the amount of the AFT dues, ~~fair share fee, or contribution to charitable organizations~~ as specified by the Guild.

Any questions from classified ~~staff~~ unit members concerning the amount of deduction shall be referred to AFT Guild. AFT shall notify the District in writing of any corrections and this shall be made during the following payroll period. The District shall refer to AFT ~~if~~ any AFT member who seeks revocation of ~~his/her~~ their membership.

Any overpayments or underpayments of dues by unit members shall be adjusted upon notification to the District by AFT Guild the month following notification.

## 2.8 Indemnification

The Guild shall indemnify the District and hold it harmless against all suits, claims, demands, liability, attorneys' fees and other costs that shall arise out of or by reason of any action that shall be taken by the District for the purposes of complying with the requirements of this Article.

## 2.9 The Guild agrees to furnish any information needed by the District to fulfill the provisions of this Article. However, the Guild shall not be required to submit to the District copies of a unit member's dues deduction authorization for the purpose of fulfilling the provisions of this Article, unless a dispute arises about the existence or terms of the dues deduction authorization.

## ~~2.9~~ Maintenance of Membership

~~Pursuant to Government Code Section 3540.1(i)(1), any unit member whose most recent AFT membership card and dues deduction authorization is dated prior to the expiration date of this current Agreement shall maintain her/his membership in the AFT for the term of this Agreement. It is provided, however, nothing herein shall deprive the employee of the right to terminate AFT membership within a period of thirty (30) calendar days immediately following the expiration date of this Agreement.~~

## 2.10 Non-Interference

The District agrees that it will not deter or discourage unit members, or applicants to become unit members, from becoming or remaining members of the Guild, or from authorizing representation by the Guild, or from voluntarily authorizing Guild dues deductions.

2.11 District Initiated Union Related Communications

The District shall not initiate any type of mass or individual communication to Guild unit members concerning their rights to join or support the Guild, or to refrain from joining or supporting the Guild, unless the Guild has expressly pre-approved the communication in writing.



### **ARTICLE III - EMPLOYEE ORGANIZATION AND UNIT MEMBER RIGHTS**

3.1 AFT shall have the right to reasonable use of District buildings, facilities, and general office machines. Use of copy machines shall be available at regular charge in accordance with District procedures.

3.1.1 The District shall provide meeting facilities for AFT at no cost unless extra set-up or custodial charges are incurred by the District, in which case AFT shall reimburse the District at cost.

3.2 AFT shall have the right to post AFT material on one (1) District-provided bulletin board at District locations where unit members are regularly employed. All materials shall include the organization name. The District shall not be held responsible for the maintenance and suitability of any AFT materials posted on the bulletin boards and for the removal of materials.

AFT may post and remove AFT material which must include the organization name on other bulletin boards available for staff use but exclusive space will not be set aside on such boards.

3.3 AFT shall be permitted the reasonable use, without charge, of the District intra-site mail service and unit member mailboxes for communication with unit members so long as such use does not violate U.S. Postal regulations. All mail must be individually addressed to the unit member, including work location (office), and the outside of the document must bear the name of AFT.

AFT use of the District's E-mail/Internet system shall be in accordance with District E-mail/Internet policy. The District shall notify AFT of its intent to change the District policy related to union access and shall meet and negotiate with AFT on the impacts and effects of any changes that are within the scope of representation. While efforts will be made to ensure the privacy of District email system users, this may not always be possible. Unit members are granted the use of electronic information systems and network services to conduct District business, and the District reserves the right to access and inspect stored information without the consent of the user. Disclosure of any information will comply with local, state and federal laws and District policies. The District must notify the unit member if the District plans to or has accessed the unit member's email account.

Neither the District nor AFT shall use District intra-site mail service, including electronic mail service, or bulletin boards to transmit materials or post notices that defame the members of the Board of Trustees, its employees, agents, unit members, or representatives or agents of AFT. The parties agree to meet and consult within five (5) working days to consider any claim that this Section has been violated.

The District agrees to pay for the costs of postage associated with sending regularly distributed AFT materials to unit members assigned to military facilities.

### 3.4 Information

Membership and dues information packets shall be furnished by AFT to the District and the District will provide a packet and a copy of this Agreement to each new unit member.

3.5 AFT shall have access to District Policies and Procedures and revisions thereto via the Internet. If said policies and procedures are not available via the Internet, the District, upon request, agrees to provide AFT with one (1) hard copy of set of these Policies and Procedures and revisions thereto.

3.6 AFT may request and receive ~~one (1)~~ an electronic copy each of any tentative and, final budget, and monthly internal M20 income and expense reports and CCSF311, said copy to be provided without charge.

3.7 AFT may request and receive one (1) copy, without charge, of any District document which is a public document or which is necessary and relevant for the performance of AFT's duties as the recognized collective bargaining agent.

3.8 The District will provide AFT one (1) copy of a listing of all unit members on a quarterly basis, indicating name, social security number or employee I.D. number, assignment, contract hire date, location (office), position title code, position equivalent (in FTE), telephone numbers, district email address, and home addresses; and one (1) copy of a listing of all transfers, promotions, resignations, terminations, retirements, and leaves of absence in this unit on a monthly basis, indicating name, work location, and classification. Available social security numbers, addresses, and telephone numbers will be provided within the limits of the Privacy Act.

3.9 The District will provide copies of premium runs of payroll deductions for any AFT - sponsored benefit program participated in by unit members.

### 3.10 Distribution of Agreement

The parties shall share equally the cost of printing and distribution of the Agreement and any written changes agreed to by the parties.

### 3.11 Employee Orientation

3.11.1 AFT will be notified at least two (2) weeks prior to any District-wide orientation program at which new unit members represented by AFT are scheduled to attend. Released time for an AFT unit member representative to attend such program is appropriate so that a presentation can be made. The District agrees that the date, time, and place of the District orientations program shall not be disclosed to anyone other than the unit members, the Guild, or a District vendor that was contracted to provide a service(s) for the purposes of the orientation program.

3.11.2 Appropriate release time to attend the AFT sponsored new employee orientation shall also be provided to newly hired unit members when there is no adverse impact on the employee's work assignment for that day as determined by the unit member's supervisor. Released time is to be authorized through the Vice Chancellor, Human Resources.

### 3.12 Paid Released Time

3.12.1 Meeting and Negotiating. AFT shall have the sole right to designate up to ten (10) District unit members for meeting and negotiating with the District without loss of compensation.

3.12.2 Designated officers and/or site representatives shall receive reasonable periods of released time without loss of compensation for the investigation and processing of grievances.

Released time for the presentation of grievances shall be scheduled so as to minimize the impact on District operations and shall not disrupt District business. The officer shall first secure permission of ~~his/her~~ their supervisor and shall notify the appropriate supervisor of the site or department that ~~he/she~~ they plans to visit. Such permission of either supervisor shall not be unreasonably withheld.

Visits by AFT staff representatives and/or officers with unit members for the purpose of processing grievances may be made during working hours by pre-arrangement with the supervisor or appropriate manager. The supervisor or appropriate manager shall provide a private area for such grievance processing. Such visits shall be scheduled at a time that will not interfere unreasonably with the operation of the District's business.

3.12.3 Up to a maximum of ten (10) designated officers and/or site representatives shall receive reasonable periods of released time without loss of compensation to attend District functions designated elsewhere in this Agreement, e.g. consultation meetings, new employee orientation, District executive council, Board meetings if AFT/Classified Staff Professionals business is on the agenda. The unit members must give at least one (1) day of prior notice to their immediate supervisor.

3.12.4 The District agrees to provide a cumulative maximum of eighty (80) hours of paid released time for the unit per fiscal year for attendance at AFT or AFL/CIO conference(s).

3.12.5 The hours a unit member is granted leave under Article XII (12.3.7) spends negotiating with the District and processing grievances, involved in collaborative projects to improve labor relations and/or delivery of

services to students, or in any of the activities in 3.12.3 above shall constitute released time and shall not be charged to AFT.

3.12.6 AFT shall provide an accounting to the District of the amount of released time upon request.

3.12.7 AFT Reassigned Time

3.12.7.1 AFT shall be granted 3.0 FTE of paid ~~release~~ reassigned time to be used at the discretion of the Guild. Additionally, up to \$9,655.00 per year of paid release time shall be allocated for AFT officers to attend AFT meetings and/or conferences.

3.12.7.2 Notification of the Guild's a unit member's intent to take Employee Organization Leave use reassigned time for a unit member shall be submitted to the Vice Chancellor of Human Resources no later than thirty (30) days prior to the start date of the leave. Unit members on employee organization leave AFT reassigned time shall not accrue vacation credit, nor submit time reports for vacation leaves. Sick leave shall continue to accrue and sick leave time reporting shall be processed through the Vice Chancellor of Human Resources. AFT shall notify the District no less than sixty days (60) prior to the return to service of a unit member on AFT Employee Organization Leave reassigned time.

3.12.7.3 A unit member on AFT reassigned time shall continue to receive seniority credit for purposes of reemployment and retention in case of possible layoff. The unit member, upon return to service from AFT reassigned time, shall be returned to the position formerly held, or to a position of equal classification level and of similar requirements of ability and skill.

3.12.7.4 Only the AFT Guild President may authorize the use of AFT reassigned time.

3.12.8 AFT will coordinate with campus and District Office administration to allocate a portion of time up to one (1) hour twice per semester (approximately two months apart) to hold a group meeting with unit members. Attendance must be approved by the supervisor, but unit members will be encouraged to attend by their supervisor provided no adverse business impact will occur.

3.13 AFT Officers

AFT shall notify the District of the names and assignments of all duly appointed AFT officers and the District agrees to recognize only these AFT officers as those duly appointed to receive grievances or act on behalf of the AFT.

3.14 No Discrimination Due to AFT Activity

The District shall not interfere with, intimidate, restrain, coerce, retaliate, or otherwise discriminate against unit members because of their membership, participation, or holding office in the AFT.

3.15 AFT may designate one (1) representative to serve on the following committees/councils:

District Governance Council

District wide Classified Staff Professionals Development Advisory Committee

Safety Committee(s)

District Calendar Committee

Fringe Benefits Committee (if reestablished by the District)

Other committees established by the District and if AFT representation is mutually agreed upon by the parties

## ARTICLE IV - EMPLOYEE RIGHTS

### 4.1 Personnel Files

- 4.1.1 The official personnel file of each unit member shall be maintained at the District's central Human Resources Office.
- 4.1.2 A unit member shall have the right during normal business hours of the District Administrative Offices to examine and/or obtain a copy, at the unit member's expense, of any material in ~~his/her~~ their official personnel file, except those excluded by law, by appointment with the Human Resources Office. Material not available to the unit member includes, but is not limited to, materials, which were obtained prior to the employment of the unit member.
- 4.1.3 The official personnel file shall be kept in confidence and shall be available for inspection only by the unit member, ~~his/her~~ their representative of AFT (with the unit member's written permission or when accompanied by the unit member) and authorized administrative employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the unit member. Any time the unit member's official personnel file is accessed by anyone other than: a) the unit member; b) ~~his/her~~ their representative; or c) an authorized District employee conducting routine District business who serves under the direction of the Vice Chancellor of Human Resources; the unit member shall be notified of such access. Said notification shall include the name and title of the administrative official accessing the official file and the reason for such access. Nothing herein shall be construed to prevent compliance with a valid court order or subpoena, although the unit member shall be noticed if such a request occurs.
- 4.1.4 Material derogatory to a unit member's conduct, performance, or character, shall not be entered in a unit member's personnel file unless and until the unit member is provided a copy. A unit member has a right to have a written response attached to such derogatory material and placed in ~~his/her~~ their official personnel file. A unit member has the right to respond in writing within thirty (30) calendar days of the date of the material or disciplinary letter and to have that response attached to the letter. The unit member may forward a copy of her/his rebuttal to Human Resources, Attn: Employee Relations, to ~~insure~~ ensure the rebuttal is included in the unit member's personnel file.
- 4.1.5 Upon the request of the unit member, all materials, except those materials referenced in Section 4.1.2 that the unit member deems derogatory, shall, after remaining in the unit member's official personnel file for a period of two (2) years or more, be placed in a separate sealed envelope, which shall be retained in the unit member's official personnel file. This sealed envelope may not be viewed by anyone other than an authorized District employee conducting routine District business who serves under the direction of the Vice Chancellor

of Human Resources, and may not be opened except by the Vice Chancellor of Human Resources.

#### 4.2 Outside Employment

A unit member may not be restricted from outside employment except as permitted by law and District Policy and Procedure (4460 and 4460.2) in effect as of October 14, 1998. The District agrees to notify AFT of its intent to change said policy and provide AFT an opportunity to negotiate those changes which are within the scope of representation upon timely demand to bargain.

#### 4.3 Unit Members Affected by a Change to Immigration/Citizenship Status

4.3.1 Unit members who are experiencing any change, or potential change, to their immigration/citizenship status or work authorization, which may affect their ability to maintain employment with the District, shall be released for up to three (3) paid working days in order to attend to immigration or citizenship status matters upon written request to and approval of the unit member's supervisor. Notification shall be provided to the unit member's supervisor as soon as the scheduled date(s) for the leave is known. For leave needed beyond these initial three days, the unit member may contact their supervisor in order to obtain the necessary time off in order to attend to immigration or citizenship status matters. Supervisors will make all reasonable efforts to accommodate the affected unit member's request for time off, including allowing the utilization of any accrued paid leave the unit member possess.

4.3.2 In the event that the District is no longer permitted to employ an affected permanent unit member, the District agrees to place the affected unit member on a thirty-nine (39) month reemployment list independent of reemployment lists required under the California Education Code and other articles within this agreement. Should the affected unit member become re-eligible for employment during this time period, the unit member shall be rehired into their former assignment if the assignment is vacant and is authorized to be filled. Upon reemployment, the unit member's previous seniority, accrued sick leave, vacation accrual rate, and salary step and range placement shall be restored.

If the former assignment is not available, the District agrees to allow the affected unit member to be automatically considered as a finalist for employment to the same or substantially similar classification for which the affected unit member has applied, and meets the minimum qualifications. A unit member who has become re-eligible for employment, and is not placed in their former assignment or who refuses to accept an appropriate alternate assignment, shall have their name removed from the reemployment list upon expiration of the thirty-nine (39) month reemployment period. This list shall not supersede any other re-employment list maintained by the District.

In cases where the unit member has received discipline that included the deprivation of salary within in the past 90 ninety days, the unit member shall not be eligible for placement on the 39 month reemployment list as defined above.



## **ARTICLE V - WORKWEEK AND HOURS OF WORK**

The workday, workweek, and the work schedule of unit members shall be designated by the District. Changes may be made by the District in accordance with the provisions of this Agreement. It shall be clearly communicated to each unit member who his/her their supervisor is. Work direction shall emanate either from a designated lead or the supervisor. In cases where this is unclear, the unit member may request a determination in writing from the appropriate campus Vice-President or District Vice-Chancellor.

This Article shall not restrict the extension of the regular workday or workweek on an overtime basis on a non-regular or emergency basis when such is necessary to carry on the business of the District. If at all practicable, a minimum of one (1) workday notice shall be given prior to extending the unit member's workday or workweek. Nothing in this Article shall be deemed to prevent the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for any of its classified positions.

Unit members who have less than a twelve (12) month contract and who perform duties during months in which they are not contractually assigned, shall receive pro rata wages and benefits applicable to the classification in which they are working during their non-contractual months. "Benefits" as described in this Section includes sick leave, vacation, and holiday compensation.

### 5.1 Definition of Work Day

Each unit member shall be assigned a fixed, regular and ascertainable minimum number of hours per each regular workday. The regular workday for fulltime unit members shall be not more than eight (8) hours in a twenty-four (24) hour period unless otherwise provided for in 5.3-+ below. Unless agreed upon by the unit member, there must be at least twelve (12) hours between each regularly scheduled shift unless otherwise provided for in 5.3 below. A workday may consist of a split shift.

### 5.2 Definition of Workweek

The workweek for fulltime unit members shall be forty (40) hours and shall consist of not more than five (5) consecutive days. Unit members employed less than full time may be assigned a flex schedule. The workweek begins at 12:01AM on Monday and ends on midnight on Sunday. The traditional workweek shall be Monday through Friday. A non-traditional workweek may begin on any day other than Monday and shall not exceed five (5) consecutive workdays.

### 5.3 Alternative Work Schedules

At the option of management or at the request of the unit member, an alternate work schedule may be established in accordance with the provisions below when such assignments are needed for the operation of the District, or if by reason of the work location and duties, the unit member's services are not required for a workweek of five (5) consecutive days. Volunteers in the classification needed will be considered first. If

more than one (1) unit member volunteers, seniority will be one of the considerations in making the final decision.

#### 5.3.1 Employee Requested Alternative Work Schedule

The requesting unit member's supervisor/manager will review the request for an alternate work schedule and make sure that it meets all of the following criteria:

1. The proposed alternate work schedule does not interfere with the day-to-day operational needs of the organization as determined by the District;
2. The request is submitted in writing; and
3. The unit member agrees to comply with the requirements in this Article, as well as all timekeeping, attendance, or supervisory reporting requirements.
4. Upon any changes in the above criteria, the supervisor/manager may cancel the alternate work schedule with ten (10) working days' notice.

#### 5.3.2 Four-Ten Workweek (4/10 Schedule)

This schedule shall consist of four (4) consecutive days of ten (10) hours per day and forty (40) hours per week.

#### 5.3.3 Nine-Day, Eighty Hour Schedule (9/80 Schedule)

This schedule shall consist of a two (2) week work period consisting of one (1) workday off and nine (9) days of work, eight (8) of which shall be nine (9) hour days and one (1) of which shall be an eight (8) hour day. The workweek shall begin at the midpoint of the shift on the eight (8) hour day of the week, determined by the immediate supervisor in the best interests of the particular department or program, and shall be defined so that no unit member will be regularly required to work more than forty (40) hours during any given workweek.

#### 5.3.4 Alternative Work Schedules

In addition to the workweek schedules of the Four-Ten Workweek listed in 5.3.2 and the Nine-Day, Eighty Hour Schedule listed in 5.3.3, other alternative schedules are allowable, subject to written mutual agreement of the unit member and ~~his/her~~ their supervisor. Any such alternative workweek schedule shall not exceed forty (40) hours in any one week nor exceed ten (10) hours on any given day. As with all other alternative workweek schedules, time scheduled in excess of the mutually agreed upon number of hours per day

within the workweek, or in excess of forty (40) hours per week, shall be subject to overtime compensation.

All alternative work schedules are subject to final approval of the Vice Chancellor of Human Resources or ~~his/her~~ their designee. Copies of said approval forms shall be sent to the AFT.

An alternative workweek schedule created through this process of mutual agreement may be terminated by either the supervisor or the unit member by providing a fifteen (15) business day written notice to terminate to the other party. In such cases, the supervisor shall establish the unit member's workweek schedule in accordance with the existing terms of the collective bargaining agreement.

### 5.3.5 Alternative Work Schedules for Dispatchers

Unit members who are Police Communications Dispatcher or Police Communications Lead Dispatcher may be assigned to alternative work schedules which include:

#### 5.3.5.1 Three-Twelve Workweek (3/12 Schedule)

This schedule shall consist of a two (2) week work period consisting of three (3) workdays off and seven (7) days of work, six (6) of which shall be twelve (12) hour days and one (1) of which shall be an eight (8) hour day. The workweek shall end and begin at the midpoint of the shift of the eight (8) hour day of the work week, determined by the immediate supervisor in the best interests of the particular department or program, and shall be defined so that unit member will not be regularly required to work more than forty (40) hours during any given workweek.

#### 5.3.5.2 Three-Thirteen Plus Workweek (3/13.33 Schedule)

This schedule shall consist of three (3) consecutive days of thirteen hour and twenty minute shifts (13.33) per day and forty hours per week.

#### 5.3.5.3 Dispatchers assigned to the alternative work schedules in this section will be overtime for all time in excess of their scheduled workday or in excess of the forty (40) hour workweek.

### 5.3.6 Working Remotely

Upon supervisor approval the unit member shall be allowed to remotely complete specified projects/tasks or part of their regular duties. The appropriate Chancellor's Cabinet member would be required to approve fully remote assignments.

## 5.4 Flex Scheduling

Unit members with a less than 1.0 FTE assignment in positions that are subject to flex scheduling will be guaranteed a specific number of days/hours to be worked within a fiscal year based on the percentage of FTE for the contract assignment. Calculation of total days/hours per fiscal year to be worked shall be based on the industry norm of 2080 (two thousand eighty) hours, which represents the average number of working hours in a year. In any one workday, no unit member shall be required to work fewer than three (3) hours. Eligible holiday hours will be subtracted from the hours to be worked. (See chart in Appendix E D. )

Unit members subject to flex scheduling will receive their work schedule which shall include days and hours to be worked during the fiscal year no later than thirty (30) calendar days prior to their first day of work in the fiscal year. Changes at other times of the year to the schedule will be made in accordance with provision of Article 5.7 of this Agreement.

Unit members will receive equal paychecks each month of their work year.

#### 5.5 Workweek for Interpreters and Lead Interpreters for the Deaf

Unit members in positions of Interpreters or Lead Interpreters for the Deaf that are subject to flex scheduling will be guaranteed a specific number of days/hours to be worked within a fiscal year based on the percentage of FTE for the contract assignment. Calculation of total days/hours per fiscal year to be worked shall be based on the industry norm of 2080 (two thousand eighty) hours, which represents the average number of working hours in a year. In any one workday, no unit member shall be required to work fewer than three (3) hours as a part of ~~his/her~~ their regular assignment.

Interpreters will receive their work schedules that shall include days and hours to be worked during each semester, no later than two (2) weeks prior to the first day of classes of the semester. Work schedules will be created to meet the needs of student schedules and may require daily changes to the unit member's work location, and/or hours to be worked. Such changes are not subject to the notice requirements of Article 5.7.

Interpreters will receive equal paychecks each month of their work year.

#### 5.6 Timekeeping

5.6.1 Absences for unit members on alternative work schedules or in part-time assignments shall be recorded based on the number of hours the unit member was scheduled to work on the day the absence occurred.

*Moved to Article IX*

~~5.6.2 Holiday hours for unit members on flex scheduling are based on the number of assigned hours the unit member is scheduled to work on the day the holiday falls upon.~~

~~5.6.3 The Education Code provides that all eligible unit members are entitled to paid holidays if they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday, therefore, holiday hours for all other unit members shall be recorded based on the number of hours the unit member was scheduled to work on the day designated as a holiday.~~

~~5.6.4 Only in cases where only one (1) holiday falls within the 80 hour work schedule, unit members on a 9/80 alternative work week schedule shall adjust their work schedule so that their eight (8) hour day falls on the designated holiday.~~

## 5.7 Change in Work Schedule

5.7.1 A unit member's work schedule may be changed at the discretion of the District or upon mutual agreement with a unit member request. The District will not change a unit member's schedule without prior notice. A change in work schedule is defined as the modification of a unit member's start and/or end time of a workday and/or routinely assigned workweek. A unit member shall not be required to change ~~his/her~~ their workweek to include Saturday, Sunday, or split shift assignments without ~~his/her~~ their written consent.

Unless mutually agreed to, or except in the case of an emergency involving the delivery of District services or programs necessitating a temporary schedule change, a unit member shall receive written notice fifteen (15) working days prior to the effective date of a change in the unit member's work schedule. Notices shall include the specific hours of assignment, days per week and the shift differential change, if appropriate. If the change of hours includes a change of duties, a desk description will be provided.

### 5.7.2 Shift Change for Custodial Staff

As vacancies become available on different shifts within the same college campus or within Continuing Education, current unit members who have not been disciplined or counseled within the last ninety (90) days shall be given the opportunity to be considered to fill the vacancy. If more than one unit member wishes to be considered to fill the vacancy, the most senior unit member, as determined by District contract hire date, shall be selected to fill the position.

### 5.7.3 Temporary Exemption Based on Education Enrollment

A unit member shall be temporarily exempt from such change if the said unit member is enrolled in a course in an institution of higher or continuing education and the course hours conflict with the proposed hours of employment. The unit member shall be immediately assigned to the new work schedule upon completion of or withdrawal from the course in which ~~he/she is~~ they are enrolled at the time of the notification of the change in hours.

#### 5.7.4 Bona Fide Hardship

A unit member who claims a bona fide hardship that cannot be resolved to accommodate the proposed schedule shall be immediately assigned to the new work schedule upon resolution of the hardship circumstances, or thirty (30) working days from the date of the proposed schedule change, whichever comes first. Hardship exemptions shall be made by the unit member's immediate supervisor in consultation with his/her their manager. Appeals may be made to the appropriate President or Vice Chancellor. The unit member can make no further appeal and the decision shall not be grievable.

#### 5.7.5 Temporary Modification of Work Schedule

Unit members who are not required or requested to work overtime during a specific time period, may voluntarily request on a non-regular, non-reoccurring basis to modify the hours on one day and make up the hours on another work day as long as the total number of hours worked in any week does not exceed forty (40). The unit member must complete a the request form in Appendix F and have it approved by his/her their immediate supervisor prior to this modification of the workday. (~~Appendix G~~)

#### 5.8 Reduction in Assigned Time

Any reduction in assigned time shall be accomplished in accordance with the layoff and reemployment procedures of the California Education Code and the layoff provisions of Article 19 of this Agreement.

#### 5.9 Part-Time Assignments

5.9.1 Unit members who are required to work beyond their regularly assigned work hours, but fewer than eight (8) hours per day shall be compensated for all extra time worked at their regular rate of pay on a pro-rata basis of their regular salary, or the prevailing District approved hourly rate, whichever is greater.

5.9.2 When a part-time assignment is increased, the incumbent shall have the first opportunity to accept the additional assignment.

#### 5.10 Lunch Period

Unit members working six (6) hours or more shall be scheduled for a minimum of one half (1/2) hour (not to exceed, sixty (60) minutes), uninterrupted, unpaid, duty-free lunch period at the approximate midpoint of their shift.

Lunch periods may not be combined with breaks or used to shorten the workday on a routine basis.

Unit members in the classification of Police Communications Dispatcher who work a continuous shift of six (6) hours or more will be on call through their paid thirty (30)

minute lunch period. In the event that an emergency situation interrupts a dispatcher's lunch break, the dispatcher shall be permitted to take the remainder of the break on that same day at a time designated by the supervisor.

Any unit member assigned to work a regular, continuing schedule of eight (8) hours or more per day, in which one-half (1/2) or more of the shift is worked between 10:00 p.m. and 4:00 a.m. shall have a one-half (1/2) hour lunch break included within the eight (8) hour shift.

## 5.11 Rest Periods/Breaks

5.11.1 Unit members assigned six (6) hours or more shall be permitted two (2) paid, fifteen (15) minute rest breaks; one (1) during the first half of the workday, and one (1) during the second half of the workday. Each unit member assigned from three (3) hours up to six (6) hours shall be entitled to a fifteen (15) minute rest break approximately midway through the work period.

5.11.2 Unit members assigned to a four (4) day, ten (10) hour work day shall be permitted two (2) paid, twenty (20) minute rest breaks; one (1) during the first half of the work day and one (1) during the second half of the work day.

5.11.3 Section 5.11.1 above shall not apply to Lead/Interpreters for the Deaf. Rest breaks provided for all interpreters shall be no less than fifteen (15) minutes. Breaks shall include the ten (10) minute "passing time" between classes, the "attendance" portion of classes, prep time for classes, or any other non-signing time at the beginning or end of the class period. The District shall make every effort to provide team or break interpreters for lecture classes of longer than fifty (50) minutes. Frequency of rest breaks for other classes shall be determined by the District based upon the complexity and intensity of the class. The District shall make every effort to notify an interpreter if a break interpreter is unavailable, so that he/she they may make arrangements within the class meeting for a break. In no case shall an interpreter be required to interpret continuously for more than fifty (50) minutes without a break.

5.11.4 Breaks may not be combined or used to shorten the workday or to extend the lunch period on a routine basis.

## 5.12 Rest Facilities

The District shall make available at each campus, Continuing Education Center, and at the District Office, a lounge, lunchroom, and rest room. Effective January 1, 2008, restrooms in newly constructed buildings or restrooms undergoing major renovation in existing buildings will be equipped with hot water.

## 5.13 Voting Time Off



If a unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the unit member is entitled to vote, the District shall arrange to allow sufficient time for such voting by the unit member without loss of pay.

5.14 Overtime and Compensatory Time for Office/Technical & Food Services Classifications

5.14.1 Definition

Overtime is defined as authorized time in excess of eight (8) hours in any one day or in excess of forty (40) hours worked in a week, except as referenced in Article 5.3.

For unit members working a four-ten schedule, overtime shall be granted for all hours worked in excess of the required ten (10) hour workday and hours worked on the 5th, 6th, or 7th days of the same week. For unit members working a 9/80 schedule, overtime shall be granted for all hours worked in excess of the required workday of nine (9) hour workday and a workweek of forty (40) hours, or in excess of forty (40) hours worked in a workweek averaged over a two-week period.

In cases of Alternative Work Schedules as defined in Article 5.3, overtime is also defined as authorized time worked in excess of the regular number of hours scheduled for that day, or in excess of forty (40) hours worked in a workweek, averaged over a two-week period.

The District will distribute overtime opportunities as equitably as possible. Qualified volunteers in the classification as determined by the supervisor will be considered first prior to any mandatory overtime being assigned. The District agrees to make every reasonable effort to rotate overtime among unit members the supervisor has determined to be qualified to perform the overtime work and who request to be included in the overtime rotation within the classification at a site. If the supervisor's assessment is contested, the unit member shall have the right to discuss the request with the next level manager/supervisor. The determination of the next level manager/supervisor shall be final.

Saturday and Sunday work shall be considered to be part of the previous Monday-Friday workweek. Overtime for members of the payroll department shall follow the rules of the side letter executed on June 8, 2007, which can be found in Appendix E.

Unit members who are not required or requested to work overtime during a specific time period, may voluntarily request on a non-regular, non-reoccurring basis to modify the hours on one day and make up the hours on another day as long as the total number of hours worked in any week does not exceed forty (40). Such request must be made in writing on the District's "Employee Request for



Temporary Schedule Change" form (~~see in~~ Appendix ~~FG~~) and approved by the unit member's immediate supervisor prior to this modification of the workday. No overtime hours shall be earned under this provision.

#### 5.14.2 Rate of Compensation

Overtime hours, as defined in this Article, shall be compensated at a rate of pay equal to one and one-half (1-1/2) times the regular rate of pay.

Overtime work performed on Sundays shall be compensated at two and one-half (2 ½) times the regular rate of pay.

In addition, IT Staff who serve in the 24 hour "on call" rotation shall accrue two (2) hours of compensatory time for every day worked on a 24 hour "on call" shift.

#### 5.14.3 Forms of Compensation

Overtime compensation may be in the form of compensatory time off or pay. The District shall consider the unit member's preferred compensation option. If the unit member and the supervisor cannot agree upon the form of compensation, the form of compensation shall be as determined by the supervisor. Exception: Unit members required to work overtime on duties relating to the summer session or intersession shall have the option to request either compensatory time off or pay. The District will not hire additional hourly workers in an attempt to deny overtime opportunities of unit members for duties relating to the summer session or intersession.

#### 5.14.4 Accumulation of Compensatory Time

If ~~the~~ the amount of compensatory time that a unit member ~~may~~ accumulates ~~shall~~ ~~not~~ exceeds 240 (two hundred forty) hours, the unit member shall be paid for all time in excess of 240 (two hundred forty) hours on their next pay warrant. Once the unit member's comp balance reaches 240, any additional time must be entered and paid as overtime.

#### 5.14.5 Scheduling Compensatory Time Off

The compensatory time off shall be used no later than six (6) months from when it was earned. When a unit member accumulates compensatory time, the unit member's supervisor shall confer with the employee about scheduling the time off and the supervisor may assign time off to reduce or eliminate any compensatory time balance. If the unit member has not taken the compensatory time within ~~this~~ the six (6) month period, the unit member has the option to request payment or, if payment is not requested, shall request to their appropriate manager when the unit

~~member would like to schedule their time off management shall determine when the compensatory time shall be taken~~ within the next ninety (90) calendar days.

Any accumulated compensatory time off shall be deducted prior to the use of vacation leave.

Compensatory time off shall be scheduled in a minimum of 15 minute increments.

#### 5.15 Overtime, Compensatory Time, and Holiday Pay for Maintenance & Operations Classifications

Overtime is defined as authorized time in excess of eight (8) hours in any one day and in excess of forty (40) hours worked in a week. All overtime worked shall require approval by the appropriate supervisor and method of compensation; i.e., payment or compensatory time off shall be mutually agreed upon prior to the actual time being worked.

5.15.1 Time and one-half (1-1/2) will be earned for hours worked in excess of the workday as defined above.

5.15.2 A unit member who is required to work thirty (30) hours or more overtime in any one (1) month, shall be paid or given compensating time off, at the rate of double time for those hours in excess of thirty (30) hours.

5.15.3 Saturdays in excess of eight hours shall be paid at two times the normal rate of pay (when Saturday is not a regularly scheduled workday). All time on Sunday in excess of forty (40) hours per week will be paid at two times the normal rate of pay.

5.15.4 A unit member who is required to work on a District-recognized holiday shall be paid or given compensating time off, at the rate of two and one-half (2-1/2) times their regular rate of pay.

5.15.5 A unit member who is required to work overtime as defined above, on a District recognized holiday, will be paid or given compensating time off, at the rate of three and three quarters (3.75) times the employee's regular rate of pay for all overtime hours worked.

5.15.6 A unit member who is required to work on a District-recognized holiday shall be guaranteed a minimum of four (4) hours work.

5.15.7 A unit member cannot accrue more than two hundred forty (240) hours of compensatory time. Any overtime which is worked for compensatory time off which exceeds this limit shall be compensated in cash payment until the compensatory time balance has been reduced. Compensatory time must be used

within sixty (60) calendar days, and within three hundred sixty-five (365) calendar days for the athletic trainers.

5.15.8 The District agrees to make every reasonable effort to rotate overtime among unit members who request to be included in the overtime rotation within classification at a site.

5.16 Call Back Time for Office/Technical & Food Services Classifications

All hours referred to in this section 5.16 shall be compensated at the unit member's overtime rate as delineated in Article 5.14.2.

5.16.1 A unit member who is Office/Technical & Food Services unit members who are called back at the conclusion of ~~her/his~~ their regular work day or who is called in to work on a scheduled day off, including vacation and compensatory time off, shall be guaranteed a minimum of four (4) hours of pay. If there are more than four (4) hours of work, then each additional hour in excess of four (4) shall be compensated on an hour by hour basis. ~~All hours referred to in this section shall be compensated at the unit member's overtime rate.~~

5.16.2 Call Back time for IT staff unit members that report directly or indirectly to the Director of Information Technology shall be guaranteed a minimum of two (2) hours of pay. If there are more than two (2) hours of work, then each additional hour in excess of two (2) shall be compensated on an hour by hour basis. ~~All hours referred to in this section shall be compensated at the unit member's overtime rate.~~

5.16.13 Call Back Time for Maintenance & Operations Classifications

A unit member who is Maintenance & Operations unit members who are called back to work shall be guaranteed two and one-half (2-1/2) hours of work which includes thirty (30) minutes paid travel time and shall be compensated at one and one-half (1-1/2) times their regular rate of pay for hours in excess of their regular daily work schedule.

5.17 Additional Assignment

All additional assignments must be paid in accordance with the Fair Labor Standards Act (FLSA).

Unit members with assignments less than 1.0 FTE shall not be eligible to work additional assignments.

5.18 Lactation Accommodations

A minimum of one designated lactation room will be identified at each District location and will meet the standards required under California Labor Code, Division 2, Part 3,

Chapter 3.8, Section 1031 and also Education Code 66271.9 when there is joint use by students. Reasonable efforts will be made to provide the use of an additional temporary room or other location (other than a restroom) if a request is made by the unit member because the designated location is not in close proximity to the unit member's work area. Additional lactation rooms may be designated or added at the discretion of the District. The location of the designated lactation room shall be noted on campus maps.

## ARTICLE VI - PAY AND ALLOWANCES

### 6.1 Regular Rate of Pay

The ~~regular~~ rate of pay for each position in the bargaining unit shall be in accordance with the rate established for each job classification as provided for in Appendix ~~A-1, A-2, & A-3~~ B which is attached hereto and by reference incorporated as part of this Agreement.

Base pay is the established wage rate, as defined above, for non-overtime hours and excludes supplemental compensation such as out of class pay, shift differentials, stipends, additives, overtime, etc.

Regular rate of pay includes all supplemental compensation and is used for purposes of calculating the unit member's overtime rate.

### 6.2 Pay Warrants

All regular paychecks of unit members shall be itemized to include all deductions, overtime, holiday pay, additional wage benefits, differentials, year-to-date gross earnings, and sick leave and vacation accrual as of close of the payroll reporting period.

Range and step placement is available for viewing in the employee self-service portal of the District's web site.

### 6.3 Method of Payment

Unit members shall receive pay warrants on the last working day of each month.

### 6.4 Underpayments or Overpayments

Proper salary range and step placement is the joint responsibility of the unit member and the District. Unit members are encouraged to examine their salary warrants regularly and unit members suspecting a salary or warrant error should bring the matter to the attention of the District Human Resources Office immediately.

In the event of underpayment or overpayment in a unit member's compensation, the following procedures shall control and be applicable only if the unit member, or AFT, on its own behalf, and on behalf of the affected unit member, agrees upon the fact and amount of underpayment or overpayment, and upon use of these procedures.

Should underpayment or overpayment in compensation occur, for purposes of determining the amount to be refunded or collected, retroactivity shall be limited to one (1) calendar year from the time the error is brought to the attention of the affected unit member or Human Resources. If the error cannot be corrected prior to the issuance of the

subsequent pay warrant, retroactivity will be extended until a correct pay warrant is issued.

In cases of underpayment, the District will issue a supplementary warrant for the amount due the unit member.

In cases of overpayment, the unit member shall pay the full amount back to the District within one (1) calendar year from the date of the issuance of the unit member's first pay warrant which includes a deduction for a portion of the overpayment. In cases where the one (1) year time frame would cause the monthly repayment deduction to exceed five percent (5%) of the affected unit member's gross pay for that month, the unit member can opt to have said deduction limited to five percent (5%) of the unit member's gross pay, and the time frame for repayment shall be extended until the full amount is repaid.

#### 6.5 Payroll Errors

Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued within three (3) working days after the error is discovered by the unit member or the District and reported to and verified by the District Payroll Department.

#### 6.6 Special Payments

Any payroll adjustment due a unit member as a result of working out-of-class, re-computation of hours, or reasons other than procedural errors shall be made and a supplemental check issued within seven (7) working days following the receipt of the appropriate paperwork in the Human Resources Payroll Office.

#### 6.7 Lost Checks

Any paycheck that is lost after receipt or that is not delivered within seven (7) days of mailing, shall be replaced not later than five (5) working days following the unit member's written request to the Payroll Department for replacement of the check. For unit members who have automatic deposit, any pay warrant not deposited on the date of the automatic deposit shall be replaced not later than three (3) working days following the unit member's written request to the Payroll Department for replacement of the check.

#### 6.8 Promotion

Any unit member receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure a minimum of an approximately ten percent (10%) for the Office/Technical classifications and Food Service classifications, five percent (5%) for the Maintenance & Operations classifications increase as a result of that promotion, not to exceed the top step of the range to which the unit member is promoted. The step placement will be made based on the rates in effect on the date the promotion is effective.

In cases where a unit member seeks a voluntary demotion, or where there is mutual agreement between the District and the unit member concerning a demotion, the affected unit member shall be placed on the salary step that most closely matches the unit member's current salary up to the maximum step of the lower salary range. If there is not an *exact* match, the unit member shall be placed on a lower salary step and shall be paid an additive which adjusts their salary to their former level until the next step movement occurs, at which time the additive will drop off. In no case shall the demoted salary level ever be greater than the maximum step of the lower salary range.

## 6.9 Shift Differential Compensation for the Office/Technical and Food Services Classifications

Unit members are entitled to shift differential pay when they are assigned to work a regular and continuing shift as delineated below:

- 6.9.1 Any unit member assigned to work a shift of three (3) hours or more before 7:00 a.m. or after 5:00 p.m., and not eligible for any other shift differential, shall be entitled to a one percent (1%) salary differential for each such **regularly** scheduled day within the workweek.

IT staff unit members that report directly or indirectly to the Director of Information Technology and who work a shift of three (3) hours or more before 7:00 a.m. or after 5:00 p.m., but who do so, *not* on a regular basis, will be allowed to have their shift end one hour early on the same day that they work three (3) hours or more before 7:00 a.m. or after 5:00 p.m.

A unit member who works less than a five percent (5%) shift and is temporarily reassigned to work for four (4) or more additional days of shift for a calendar month, shall be entitled to a one percent (1%) salary differential for each of those days.

Unit members who work on Saturday, as part of their regular workweek shall receive a three percent (3%) pay differential. Unit members who work on Sunday as part of their regular workweek shall receive a five percent (5%) pay differential. IT staff unit members that report directly or indirectly to the Director of Information Technology shall be limited to a maximum shift differential of eight percent (8.0%), inclusive of all shift differentials, regardless of which days(s) of the week that generates the shift differential.

Any unit member assigned to work a regular shift of four (4) hours or more between the hours of 10 p.m. and 7 a.m. , shall be entitled to a one and one-half percent (1.5%) salary differential for each such regularly scheduled day within the workweek, to a maximum of seven and one-half percent (7.5%).

- 6.9.2 Any unit member transferred to a non-shift assignment for twenty (20) continuous working days or less shall continue to receive shift differential pay for that twenty (20) or less period of time. Any unit member transferred to a non-shift assignment of duration greater than twenty (20) continuous working days shall cease receiving shift differential pay effective the first day of the non-shift differential assignment.
- 6.9.3 Any unit member entitled to a shift differential who adjusts ~~her/his~~ their workday as set forth in Article XV, Section 15.4, shall continue to receive the shift differential for that day.

#### 6.10 Shift Differential Compensation for Maintenance & Operations Classifications

- 6.10.1 Any unit member covered by this Agreement assigned to work a regular, continuing shift of eight (8) hours or more in any one (1) workday in which one-half (1/2) or more of the shift is worked before 8:00 a.m. or after 6:00 p.m. shall be entitled to a 1% (one percent) salary differential for each regularly scheduled day within the workweek to a maximum of five percent (5%) of the monthly salary.
- 6.10.2 Any unit member covered by this Agreement and not covered by 6.10.1 above, and assigned to work a regular, continuing shift of eight (8) hours or more in any one (1) workday in which one-half (1/2) or more of the shift is worked before 10:00 a.m., shall be entitled to a 4% (four percent) salary differential for each regularly scheduled day within the workweek to a maximum of two percent (2%) of the monthly salary.
- 6.10.3 Any unit member covered by this Agreement assigned to work a regular, continuing schedule of eight (8) hours per day, in which one-half (1/2) or more of the shift is worked between 10:00 p.m. and 4:00 a.m. shall be entitled to 1.5 percent salary differential for each regularly scheduled day within the workweek to a maximum of seven and one-half percent (7.5%) of the monthly salary and have a one-half (1/2) hour luncheon break included within the eight (8) hour shift.
- 6.10.4 Unit members covered by this Agreement who are transferred on a short-term basis to a non-shift assignment shall continue to receive shift differential pay. For purposes of calculating shift differential, short-term is defined as five (5) workdays, of any combination of shift differential assignments, within any pay period.
- 6.10.5 Any unit member transferred to a non-shift assignment for twenty (20) continuous working days or less shall continue to receive shift differential pay for that twenty (20) or less period of time. Any unit member transferred to a non-shift assignment of duration greater than twenty (20) continuous working days shall cease receiving shift differential pay effective the first day of the non-shift differential assignment.



### 6.11 Out-of-Class Assignments

Out-of-class pay shall be for assignments of five (5) days or greater in duration, and shall be effective the first day of such assignment. The District will notify AFT of any out-of-class assignments approved for more than a three (3) month period of time.

Unit members shall be paid an additive amount according to the following rules:

1. In cases where the assignment is not reasonably consistent with the full range of duties of an existing higher class, the principle of a five percent (5%) additive shall prevail.
2. For any out-of-class assignment performing the full range of duties, a unit member shall be paid an additive amount which, when added to ~~her/his~~ their base pay, shall equal the step the unit member would be placed on, if promoted to the classification.
3. In cases where the out-of-class additive is less than ten percent (10%) and the out-of-class assignment lasts more than three (3) months, the unit member shall receive a ten (10%) additive to their monthly gross salary (effective the first day of the 4<sup>th</sup> consecutive calendar month).
4. In cases where the out-of-class assignment results from an unfilled position or as a result of a leave of absence, and the unit member performs 50% or more of the duties of the vacated position, the unit member shall be paid at a rate equivalent to having been promoted into the new classification following the promotional rules of section 6.8.
5. Any unit member absent for any reason from their out-of-class assignment in excess of twenty (20) work days shall have their out-of-class assignment ended. The out-of-class assignment shall resume upon the unit member's return to work provided the need for out-of-class work still exists.
6. When out-of-class assignments become available, the supervisor shall notify all qualified department members of the available assignment. Unit members interested in serving in the out-of-class assignment shall let the supervisor know of ~~her/his~~ their interest. The supervisor shall endeavor to rotate new assignments as they occur as much as practicable.

### 6.12 Mileage

A unit member required to use ~~her/his~~ their vehicle on District business shall be reimbursed at the prevailing IRS rate per mile for all actual miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District business. A second trip between home and work generated by a split-shift assignment shall be considered

reimbursable mileage. Unit members required to use some form of public transportation in lieu of a personal vehicle shall be reimbursed for the actual expenses incurred. Mileage expenses shall be payable in a separate warrant drawn against District funds within fifteen (15) working days of receipt of the claim by the Accounting Office.

Travel between a unit member's home and regularly assigned District work location is not considered time worked unless part of a Call Back assignment. Approved travel on District business during a unit member's scheduled working hours, including overtime, shall all be considered time worked.

### 6.13 Meals

A unit member who, as a result of work assignment, must have meals away from the District shall be reimbursed a reasonable rate as determined by the District, not later than fifteen (15) working days after receipt of the claim by the Accounting Office.

Unit members in Food Services Worker Classifications will be entitled to a meal allowance credit of ~~\$6.00~~ \$8.00 per day. This allowance shall not be cumulative and shall apply only to food consumed on district premises. Brewed coffee, tea, hot chocolate, and fountain drinks will not be charged against the unit member's meal allowance. All other drinks, including espresso bar drinks, will be charged against the unit member's meal allowance.

### 6.14 Lodging

The District will provide lodging for any unit member who, as a result of a work assignment, must be lodged away from home overnight. If advance funds are not available or do not cover the full cost of required lodging, the District shall reimburse the unit member for out-of-pocket lodging expenses within fifteen (15) working days after receipt of the claim by the Accounting Office.

### 6.15 Cell Phone Stipend for IT staff unit members

IT staff unit members that report directly or indirectly to the Director of Information Technology and who are required to have a cell phone for District IT-related business shall receive a monthly stipend added to their gross pay of \$35 per month. Receipt of said stipend does not confer any type of District ownership or property right to the unit member's cell phone or cell phone usage.

### 6.16 Uniforms

If the District requires a uniform, (e.g.: shirts, shoes, hats, jackets), then the uniform must be supplied by the District.

The District will provide shirts to those maintenance and operations unit members who voluntarily choose to wear them. These unit members will be provided a minimum of five (5) shirts in January of each year. If a shirt is damaged during the course of her/his

their work the shirt will be replaced. A jacket or sweatshirt may be worn over the District provided shirt.

Both the District and the Guild value the importance of a professional appearance among the food service all unit members. With this understanding in mind, the parties agree to mutually collaborate on developing a policy and procedure regarding the wearing of uniforms and maintaining a professional appearance while on duty.

#### 6.17 Identification Badges

Those maintenance and operations unit members choosing not to wear the shirts provided by the District, will be required to wear a District provided ID photo identification (ID) badge while on duty except at those times when wearing the badge would be a safety hazard. The employee may choose to cover her/his their last name. Badges damaged, lost, or destroyed in the course of her/his their work will be replaced at District expense.

#### 6.18 Safety Glasses for the Maintenance & Operations Classifications

The District will pay the difference between the vision plan reimbursement and the cost for basic prescription safety glasses and frames excluding optional features for unit members eligible under the vision plan when the unit member also uses her/his their safety glasses for everyday wear. The lenses and frame shall conform to the basic ANSI Z 87.1 requirements.

Repairs to safety glasses shall also be reimbursed up to fifty dollars (\$50.00) per calendar year. Goggles or a face shield shall be worn when, in the judgment of the supervisor, they are needed for safety.

#### 6.19 Work Boot Allowance for the Maintenance & Operations Classifications

Upon approval from the appropriate manager that work boots are required for the particular job classification, the unit member is entitled to reimbursement for one pair of work boots per fiscal year. If approved, the unit member will be reimbursed up to one hundred and forty-five dollars (\$145.00) each fiscal year upon proof of purchase of ANSI approved work boots. Vouchers for District approved vendors shall be issued each July 1 and shall be valid through August 31. New hires will get a voucher when they are hired, and then another one the subsequent July 1.

Maintenance shall be the responsibility of the unit member. A portion of the reimbursement allowance may also be used for work boot/footwear repair. Unit members who are reimbursed for work-boots shall be expected to wear them while performing services for the District.

#### 6.20 Food Handler Costs Reimbursement

The costs of attending a food handlers' course and obtaining the food handlers' permit will be reimbursed to the unit member via the District office.

#### 6.21 Initial Salary Placement

Initial salary placement of newly employed unit members shall be on the first step of the appropriate range. Unit members with the equivalent of eighteen (18) months of verified, paid, full-time and related job experience of at least three (3) months in duration, shall be moved to Step B of the appropriate range. Unit members with the equivalent of thirty-six (36) months of verified, paid, full-time and related job experience of at least three (3) months in duration, shall be moved to Step C of the appropriate range. For purposes of salary placement, 7.5 semester units (or equivalent quarter units) of directly related coursework from a regularly accredited institution will be equivalent to one (1) year of job experience. For purposes of calculation of District short-term non-academic hourly work, (one hundred seventy-three) 173 hours shall be credited as one month of calendar work.

~~The combination of experience and credits shall not result in placement higher than Step C without specific approval of the Chancellor. AFT shall be notified of any such placements higher than Step C. Such notification shall include the unit member's name, step placement, work location, supervisor's name, and reason for the exception.~~

Verifications submitted within 120 (one hundred twenty) calendar days from the date of employment will result in retroactive salary placement. All other verifications for initial placement will be effective the first of the month following submission to Human Resources. Any additional initial salary placement verifications submitted after one (1) year from the date of hire will not be accepted.

The AFT will receive a duplicate copy of the salary information form given to the unit member at the time of hire.

#### 6.22 Service Increments

For unit members hired from January 1 through June 30 on an 11 or 12 month contract their *first* step increment will be the following January 1. For unit members hired from January 1 through June 30 on a 10 month contract their *first* step increment will be the following February 1.

For unit members hired from July 1 through December 31 on an 11 or 12 month contract their *first* step increment will be on January 1 after completing one (1) full year of service. For unit members hired from July 1 through December 31 on a 10 month contract their *first* step increment will be on February 1 after completing one (1) full year of service.

*Subsequent* step movements will occur on January 1 for 11 and 12 month contract unit members and will occur February 1 for 10 month contract unit members.

6.23 ~~Holiday Pay for Office/Technical and Food Service Classifications (see Article 5.16 for Maintenance & Operations)~~

*Moved to Article IX*

~~In the event that a unit member is required to work on a holiday established in the Education Code, at the discretion of the District they will either be compensated at two and one-half (2-1/2) times their regular rate of pay (for example: 2.5 X \$16.00 regular rate of pay per hour = \$40.00 per hour X 8 hours = \$320.00) OR they will receive their regular rate of pay plus an additional holiday equal to one and one half (1-1/2) times the number of hours of the original holiday (for example: (\$16.00 regular rate of pay per hour X 8 hours = \$128.00) + (1.5 X 8 hours = 12 hours compensation time off)). The District shall consider the unit member's preferred compensation option. These hours will be scheduled by the unit member in conjunction with the supervisor within thirty (30) days of the original holiday.~~

6.24 Compensation on Workdays which fall during the period December 25 through January 1

It is the intent of the parties that unit members not be scheduled to work during the period December 25 through January 1. All unit members shall receive compensation for these days as part of their regular monthly salary without having to utilize any type of leave. If critical business needs of the District require that a unit member be scheduled to work on a day which falls during the period December 25 through January 1 which is not one of the Board approved fifteen (15) holidays, at the discretion of the unit member, the unit member will either receive additional hours of straight time pay for all hours worked (provided total hours worked are less than or equal to eight (8) per day) OR the unit member will receive an additional day off to be taken no later than the following February 28<sup>th</sup>. If the day off option is chosen by the unit member, the day off will be scheduled upon mutual agreement between the supervisor and the unit member.

6.25 Market Additive

In the event the District determines to decrease or remove a market additive, unit members working in a classification receiving the market additive shall have their salary frozen at their current rate until the appropriate range equals or exceeds their frozen salary.

6.26 Parking

Each unit member shall have reasonable access to parking at ~~her/his~~ their worksite. Parking spaces shall be provided for unit members with disabilities in accordance with the Americans with Disabilities Act. All necessary parking decals or stickers shall be provided by the District at no cost and shall identify classified staff professionals members as such. Parking decals and stickers for unit members shall be supplied for three (3) year periods. Replacement parking decals or stickers will be issued for a fee equal to the student parking fee, except in the case of documented theft of vehicle, damage to decal or sticker, or sale of vehicle.

## 6.27 Bilingual Stipend

Unit members whose assignment requires bilingual skills, in addition to English, shall receive a stipend as detailed below.

- 6.27.1 The supervisor must certify that the bilingual skills are a required component of the assignment by providing evidence of regular and ongoing department need.
- 6.27.2 The unit member must satisfactorily pass a District proficiency exam in the required foreign language. The exam shall be oral when oral bilingual skills are required, and written when written bilingual skills are required in the assignment.
- 6.27.3 If the above criteria are met, the unit member shall receive a 5% additive to the unit member's base monthly pay, effective the first of the month following approval.
- 6.27.4 In the event the bilingual skill is no longer required by the District, the unit member will receive sixty (60) working days' notice that the bilingual stipend will be ending.
- 6.27.5 In the event that the unit member transfers or promotes to a position that does not require bilingual skills, the bilingual stipend will end effective the first day of the new assignment.

## 6.28 Campus Closures

In the event that the District orders the cancellation of a scheduled assignment due to power failure, bomb threat, fire, or other justified cause as determined by management, unit members shall be compensated without any loss in pay, or usage of any accrued leave. Unit members who are required to work from home due to a campus closure shall be provided with any necessary equipment needed to perform their essential job functions and shall not suffer any repercussions from any loss in productivity while working remotely. The parties will meet and negotiate any impacts and effect of any campus closures that extend for periods longer than one month.

## ARTICLE VII - EMPLOYEE BENEFITS

### 7.1 Health and Welfare Benefits

The District agrees to continue its participation, begun January 1, 1994, in VEBA and to offer a comprehensive health plan through VEBA. AFT shall be entitled to released time for one (1) representative to attend ~~the monthly~~ VEBA Board of Directors meetings held during District business hours. Any number of AFT representatives may attend the Advisory Committee meetings subject to VEBA rules. AFT representatives in addition to those authorized above shall not be given released time.

### 7.2 Coverage

The following coverage shall apply to all unit members whose regular assignments are 50% FTE or more. There shall be an annual open enrollment period as announced by the District Benefits Office for the health components of the District's benefits plan. Unless the scheduling of the enrollment period is outside of the control of the District, AFT shall receive notification of the enrollment period thirty (30) calendar days prior to the beginning of the enrollment period.

The requirement of group medical plan options shall be waived for unit members assigned to out-of-state military programs. Unit members who are assigned to out-of-state military programs will receive a stipend equal to the maximum amount the District contributes toward the cost of the medical benefits premium offered to unit members located at San Diego sites in lieu of receiving medical benefits.

Specific provisions for the following Sections are described in information available from the District Benefits Office.

#### 7.2.1 Medical Insurance

The District shall provide to each eligible unit member a choice of comprehensive group medical plans that include the unit member, spouse or domestic partner, and dependent coverage, including at least one (1) Health Maintenance Organization Plan option.

Effective January 1, 2021, the District shall contribute up to ~~\$1,121.33~~ \$1,321.88 per month toward the cost of the premium (which includes coverage for the unit member, spouse or domestic partner, and dependents) for any of the medical insurance plan options offered by the District.

Eligible unit members electing to participate in a benefits plan option that exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions as pre-tax gross income as per IRS regulations.

### 7.2.2 Life/Accidental Death & Disability Insurance

The District shall contribute up to a maximum of \$11.30 ~~a~~ per month to provide a \$50,000 (fifty-thousand dollar) life insurance plan for eligible unit members only.

The District shall provide a group long-term disability plan for eligible unit members.

### 7.2.3 Dental & Vision Insurance

The District shall contribute up to a maximum of ~~\$131.36~~ \$111.29 ~~a~~ per month, for a group dental plan providing a maximum \$2,000 (two thousand dollars) of annual coverage for eligible unit members and their families (which includes coverage for spouse or domestic partner, and dependents).

The District shall contribute up to a maximum of ~~\$21.72~~ ~~a~~ \$13.74 ~~per~~ month for a group vision plan for eligible unit members and their families (which includes coverage for spouse or domestic partner, and dependents).

The above contribution levels for medical, dental, and vision insurance may be increased as a result of the application of the Resource Allocation Formula. (Reference Appendix B)

## 7.3 Retiree Coverage

7.3.1 Effective January 1, 2021, the District shall contribute ~~\$1,121.33~~ \$1,321.88 per month toward the cost of the premium (which includes coverage for spouse or domestic partner and dependents) for any of the medical insurance plan options offered through the District for all retirees who have worked for the SDCCD for a minimum of twenty (20) years and are between the ages of sixty (60) and sixty-four (64) inclusive. Unit members who retire from out-of-state military programs will receive a stipend equal to amount the District contributes toward the cost of the medical benefits plan options offered through the District in lieu of receiving medical benefits.

7.3.2 Retirees who do not meet the above qualifying criteria may continue to participate in the medical plan option of their choice by paying premiums to the District in advance.

7.3.3 Unit members who retire after the ages of fifty-five (55) with a minimum of fifteen (15) years of service in the District shall be eligible for a proportionate share of resources available from a pool of funds from the AFT's share of the allocation formula to help defray the cost of District medical, dental, and vision insurance premiums. Unit members who retire under the provisions of 7.3.1 shall receive the District provided coverage for medical, and shall be eligible for a proportionate share of resources to help defray the cost of District dental and



vision insurance premiums. The amount per retiree will vary from year to year based on the number of retirees participating and the cost of benefits.

The contribution amount for the calendar year shall be determined and communicated to eligible retirees during each year's open enrollment period. The amount contributed shall not exceed that which the District currently contributes for active unit members. Eligibility to receive these contributions shall cease the first of the month following the unit member's 65<sup>th</sup> birthday.

7.3.4 Effective July 1, 2017, all AFT employees that retire from CalPERS or CalSTRS and the District and who are enrolled in the District's dental or vision insurance plan at the time of retirement, will be eligible to purchase continued dental and/or vision insurance at their own expense within 30 days of retirement or within 30 days of their District-paid benefits expiring at age 65. If the retiree does not purchase the insurance at this time of eligibility, they will not be eligible to purchase it at a later time (beyond the 30-day time limit to elect coverage).

7.3.5 Medical, dental, or vision coverage shall remain in effect as long as the retiree continues to make monthly premium payments.

7.3.6 Retirees who elect medical, dental, or vision coverage at retirement at their own expense and choose to terminate the coverage, will not be eligible to re-enroll in the plan(s) at a later date.

NOTE: Specific provisions for the foregoing sections are described in information available from the District Benefits Office.

#### 7.4 Retirement Notice Incentive

The following incentive is granted to unit members for providing a timely advance written notice of their retirement date to ~~her/his~~ their supervisor, and for providing assistance in the work transition during their final period of service as delineated below.

7.4.1 Unit members who have reached the age of fifty-five (55) and retire from the District and STRS or PERS with at least fifteen (15) years of classified service credit with the District, and who give the District ninety (90) days' notice of intent to retire, shall receive an additional cash payment equivalent to three (3) months of the unit member's salary schedule monthly base pay.

#### 7.5 District Flex Plan

The District agrees to implement Internal Revenue Code Section 125, which allows employers to structure benefit plans to provide options to its employees. Unit members in qualified plans are allowed to earmark pre-tax dollars toward specific uses for health and dependent care. The District offers unit members participation in its Flex Plan for

health care premiums, health care expenses, and dependent care expenses. Amounts included in the Flex Plan would not be subject to federal, state or social security taxes.

It is understood that the District has made no representation regarding tax or other consequences of the Flex Plan with regard to any particular unit member or group of unit members and that any questions by any unit member should be directed to ~~his or her~~ their personal financial, legal, or tax advisor.

#### 7.6 Liability Insurance

The District shall maintain personal liability insurance coverage for unit members to cover damages resulting from the death or injury of a person, or the damage or loss of property caused by the negligent act or omission of the unit member while acting within the scope of the unit member's employment with the District.

#### 7.7 Physical Examinations

The District will pay the full cost of any medical examination(s) required of the unit member as a condition of the unit member's employment with the District. Unit members shall be given appropriate release time and travel time for both the administration and reading of the tuberculosis test.

#### 7.8 Computer Loan Program

Upon ratification, each fiscal year the District will allocate \$91,015 (ninety one thousand and fifteen dollars) for the purpose of providing computer purchase loans to unit members in the amount not to exceed \$2000 (two thousand dollars) each.

Unit members may submit a request to AFT to borrow from the Computer Fund an amount not to exceed \$2,000 (two thousand dollars) for the purchase of computer equipment and/or software. The specific timelines/application forms and procedures will be announced by AFT to all unit members.

AFT will develop a procedure to select the unit members eligible for the loan by lot and will submit a list of the selected buyers to the District. Buyers will be notified by AFT that they have been selected to receive the interest free loan. The buyer must then submit a completed check request/payroll deduction form to the District within thirty (30) calendar days of the notification date. This form will be reviewed and approved by the District. Upon approval the buyer will be issued a check made out to the vendor as soon as practical.

The buyer will have the option to choose to purchase from any vendor currently used by the District or, may pay the full amount of the loan from any vendor and be reimbursed by the District.

Monthly payments will be determined by dividing the check amount by twelve (12). Payroll deductions will begin on the next available pay period following the date on the check. There will be no penalty for early payoff.

## 7.9 Dual Coverage Waiver

In cases where two District employees are both covered by the District medical plan as dependents of each other, or where the unit member can provide proof of coverage from another VEBA employer, there is an opportunity for the following voluntary “In-Lieu-of Dual Medical Coverage Stipend”:

### 7.9.1 Eligibility

District employees who are covered under the medical insurance programs of the San Diego Community College District by another District employee as each other’s dependent, or where the unit member can provide proof of coverage from another VEBA employer, are eligible to receive a monthly stipend in-lieu-of coverage to help offset out-of-pocket medical expenses. The District shall annually send out a notice to all employees of this provision.

### 7.9.2 Requirement

In order to receive the “In-Lieu-of Dual Medical Coverage” stipend, one of the enrolled employees must waive medical coverage by completing a San Diego Community College District Waiver Form. This waiver may be voluntarily rescinded during open enrollment each year, and will automatically rescind if the covered employee loses coverage due to resignation, retirement, layoff, reduction in hours, or any change in dependent status. In the event of rescission, District coverage will begin for the dependent of the covered employee effective on the effective date of the rescission (no lapse in coverage).

### 7.9.3 Payment

Beginning with the month dual coverage ceases, an annual amount not to exceed ~~\$1,200~~ \$1,500 will be set as a stipend in the monthly paycheck of the employee waiving medical coverage. The ~~\$1,200~~ \$1,500 will be divided by the number of annual pay warrants and paid as ~~\$120.00~~ \$150.00 monthly for employees paid on a 10 month basis, ~~\$109.09~~ \$136.36 monthly for employees paid on a 11 month basis, and ~~\$100.00~~ \$125.00 monthly for employees paid on a 12 month basis. The annual stipend amount will be increased each January 1 by the average percentage increase in the cost of the District’s Kaiser medical plan premiums.

- 7.10 Unit members with pre-school age children may enroll their children in the child development center at each campus by paying the full cost of the childcare on a space available basis. Failure to accommodate any particular child in the child development center shall not be grievable.

Unit members are encouraged to participate in the national “Take Our Children To Work Day” event each year.

**ARTICLE VIII - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)**

The parties recognize that this language is based on an active body of law and, as changes occur, the law will prevail.

	<b>Pregnancy Disability Leave (PDL)</b>	<b>Family &amp; Medical Leave Act (FMLA)</b>	<b>Bonding Leave (via CFRA)</b>	<b>Parental Leave (PL)</b>
<b>You are eligible if:</b>	You are disabled by a pregnancy, child birth, or pregnancy-related conditions(s), i.e. your absence from work is medically necessary because you are disabled by pregnancy or a pregnancy related condition. There are no eligibility requirement for PDL. An employee is eligible to take PDL immediately after being hired.	You have worked for the District for at least 12 months and you have at least 1,250 hours of services (hours worked) in the 12 month period immediately preceding the leave.	You have worked for the District for at least 12 months and you have at least 1,250 hours of services (hours worked) in the 12 month period immediately preceding the leave.	You have worked for the District for at least 12 months and you are either a faculty member (full-time & part-time) or contract classified member.
<b>How much leave do I get?</b>	4 months, defined as 17 1/3 weeks based on your hours in a regularly scheduled work week. This leave will run concurrently with FMLA.	12 work weeks within one year of the child's birth, adoption, or start of foster care OR because of a serious pregnancy-related medical condition. This leave will run concurrently with PDL.	12 work weeks within one year of the child's birth, adoption, or start of foster care. This leave will run after PDL/FMLA relating to pregnancy disability.	12 work weeks within one year of the child's birth, adoption, or start of foster care. This leave will run concurrently with CFRA Bonding leave, but after PDL/FMLA relating to

	<b>Pregnancy Disability Leave (PDL)</b>	<b>Family &amp; Medical Leave Act (FMLA)</b>	<b>Bonding Leave (via CFRA)</b>	<b>Parental Leave (PL)</b>
				pregnancy disability.
<b>Will I lose my job while on leave?</b>	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.
<b>Will I be paid on leave?</b>	Maybe. This type of leave is unpaid, but you may use your accrued paid leaves (i.e. sick, vacation*, comp time*) concurrently with this leave. If you are a contract employee and run out of full salary sick leave you can receive half-salary sick leave upon request to the District Payroll department. In some cases, you may also be eligible for Catastrophic Leave from the AFT Guild if available to your unit. Leave without pay	Maybe. This type of leave is unpaid, but you may use your paid leaves (i.e. sick, vacation*, comp time*) concurrently with this leave. If you are a contract employee and run out of full salary sick leave you can receive half-salary sick leave upon request to the District Payroll department. In some cases, you may also be eligible for Catastrophic Leave from the AFT Guild if available to your unit. Leave without pay	Maybe. This type of leave is unpaid, but you may use your paid leaves (i.e. sick, vacation*, comp time*) concurrently with this leave. If you are a contract employee and run out of full salary sick leave you can receive half-salary sick leave upon request to the District Payroll department. Leave without pay requires written notice to the unit member's supervisor.	This type of leave is unpaid, but you may use your paid full and half salary leaves (i.e. sick, advancement of sick leave, vacation*, comp time*, and half salary sick leave) concurrently with this leave. Faculty members (full-time & part-time) or contract classified members can request half salary sick leave from the District Payroll Department. Leave without pay requires written notice to the unit member's supervisor.

	<b>Pregnancy Disability Leave (PDL)</b>	<b>Family &amp; Medical Leave Act (FMLA)</b>	<b>Bonding Leave (via CFRA)</b>	<b>Parental Leave (PL)</b>
	requires written notice to the unit member's supervisor.	requires written notice to the unit member's supervisor.		
<b>Am I required to use sick/vacation leave?</b>	No. It is your choice to use sick leave, vacation, or other paid leaves concurrently with PDL. However, if you decide not to use your paid leave or you have none available, your use of PDL will be unpaid.	No. It is your choice to use sick leave, vacation, or other paid leaves concurrently with FMLA. However, if you decide not to use your paid leave or you have none available, your use of FMLA leave will be unpaid.	No. It is your choice to use sick leave, vacation, or other paid leaves concurrently with Bonding Leave (CFRA). However, if you decide not to use your paid leave or you have none available, your use of Bonding Leave (CFRA) will be unpaid.	No. It is our choice to use sick leave, vacation, or other paid leaves concurrently with Parental Leave. If you run out of full salary sick leave you will receive half-salary sick leave. However, if you decide not to use your paid leave or you have none available, your use of Parental Leave will be unpaid.

	<b>Pregnancy Disability Leave (PDL)</b>	<b>Family &amp; Medical Leave Act (FMLA)</b>	<b>Bonding Leave (via CFRA)</b>	<b>Parental Leave (PL)</b>
<b>Notice Requirement?</b>	Yes. You must provide the District with a 30 day advance notice if possible. If a 30 day advance notice isn't possible, you must give the District notice as soon as practicable.	Yes. You must provide the District with a 30 day advance notice if possible. If a 30 day advance notice isn't possible, you must give the District notice as soon as practicable.	Yes. You must provide the District with a 30 day advance notice if possible. If a 30 day advance notice isn't possible, you must give the District notice as soon as practicable.	Yes. You must provide the District with a 30 day advance notice if possible. If a 30 day advance notice isn't possible, you must give the District notice as soon as practicable.
<b>Am I required to take leave all at once?</b>	No. You may take your leave all at once or intermittently. However, medical certification is always required to show that the leave is related to your pregnancy or pregnancy related condition.	Maybe. You are entitled to intermittent leave if you or your child has a serious health condition related to pregnancy or childbirth. Otherwise, you need the approval of your supervisor to take intermittent leave. A physician's certification will determine the leave type and length of leave needed.	No. You may take leave in separate two week blocks, intermittently, so long as the leave is taken within 1 year of the birth, adoption, or start of foster care. Leave can also be taken intermittently in less than two week blocks subject to the approval of your supervisor.	No. You may take leave in separate two week blocks, intermittently, so long as the leave is taken within 1 year of the birth, adoption, or start of foster care. Leave can also be taken intermittently in less than two week blocks subject to the approval of your supervisor.

	<b>Pregnancy Disability Leave (PDL)</b>	<b>Family &amp; Medical Leave Act (FMLA)</b>	<b>Bonding Leave (via CFRA)</b>	<b>Parental Leave (PL)</b>
<b>Will the District continue to pay for my health coverage and other benefits?</b>	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid FMLA leave enrolled in any of the District's United HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid FMLA leave enrolled in any of the District's United HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid FMLA leave enrolled in any of the District's United HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid FMLA leave enrolled in any of the District's United HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.
<b>Medical certification required?</b>	Yes, you must submit a medical certification of the disability related to your pregnancy or pregnancy related condition.	Yes, you must submit a medical certification of the serious health condition.	No, in cases of bonding leave we do not require a medical certification. However, the District does require reasonable documentation such as a birth certificate, or court documents (in cases of adoption).	No, in cases of bonding leave we do not require a medical certification. However, the District does require reasonable documentation such as a birth certificate, or court documents (in cases of adoption).



	<b>Pregnancy Disability Leave (PDL)</b>	<b>Family &amp; Medical Leave Act (FMLA)</b>	<b>Bonding Leave (via CFRA)</b>	<b>Parental Leave (PL)</b>
<b>Is my partner/spouse entitled to leave?</b>	No. PDL only applies to the birthing parent who has a disability related to the pregnancy.	Yes. However, spouses who both work for the same employer are eligible for a combined total of 12 work weeks in a 12 month period if the leave is to care for the employee's parent with a serious health condition, or for birth, adoption, or foster care placement of their child.	Yes. However, parents who both work for the same employer are eligible for a combined allotment of CFRA for the birth, adoption or foster care placement of their child to a combined total of 12 work weeks in a 12 month period. The District cannot limit the entitlement to CFRA leave for any other qualifying purpose.	Yes. However, parents who both work for the same employer are eligible for a combined allotment of Parental Leave for the birth, adoption or foster care placement of their child to a combined total of 12 work weeks in a 12 month period.
<b>Will I continue to accrue seniority?</b>	Yes.	Yes.	Yes.	Yes.

*\*requires prior approval from supervisor*

**Legend:**

- FMLA:** 12 weeks unpaid leave, eligibility criteria applies, requires doctor's note, runs concurrent with CFRA/PDL/PL.
- CFRA:** 12 weeks unpaid leave, eligibility criteria applies, requires doctor's note unless baby bonding, runs concurrent with FMLA/PL. If the leave is only for baby bonding, CFRA does not run concurrently with FMLA/PL.
- PDL:** ~~16 weeks~~ Four months unpaid leave, no eligibility criteria, requires doctors note, runs concurrently with FMLA.
- ML:** Maternity Leave, unpaid unless employee utilizes accrued sick leave, no eligibility criteria, no doctor's note, time is 6 weeks for regular delivery and 8 weeks for cesarean delivery.

**PL:** Parental Leave, reference Ed Code 88196.1, eligibility: must work for 12 months, no doctors note, maximum 12 weeks of paid leave drawn from accrued leave, then HSSL from baby's birth, runs concurrently with ~~PL~~/ML/CFRA

## 8.1 FMLA/CFRA

### 8.1.1 Definitions

- FMLA – Family Medical Leave Act administered by the United States Department of Labor.
- CFRA – California Family Rights Act administered by the California Department of Fair Employment and Housing.

These two acts run concurrently, unless CFRA is used for baby bonding.

### 8.1.2 Conditions

FMLA and CFRA shall run concurrently, except in the case when PDL is used or CFRA is used for baby bonding.

All District-approved leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/CFRA qualifying shall run concurrent with the leave provided for under the FMLA/CFRA. The District has adopted the “rolling 12-month period” for determining eligibility. This means that the District will measure back 12 months from the date of the qualifying event. Unused FMLA/CFRA leave shall not accrue from 12-month period to 12-month period.

### 8.1.3 Eligibility

A unit member is eligible for a FMLA/CFRA leave if ~~he/she~~ they: (1) has been employed for at least twelve (12) months; and (2) has a minimum of 1250 (twelve hundred fifty) hours of service (hours worked) in the twelve (12) month period immediately preceding the leave.

### 8.1.4 Notice

Unit members wishing to take family and medical leave must provide the District with at least thirty (30) days’ advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days’ advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a unit member provides notice to the District of the need for FMLA leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

### 8.1.5 Duration

FMLA/CFRA leave credit can be used up to a maximum of twelve (12) weeks per entitlement year. Leaves of absence taken in accordance with this Agreement may exceed twelve (12) weeks; however, nothing in this Agreement is intended to extend the provisions of the FMLA/CFRA. A unit member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

### 8.1.6 FMLA/CFRA Qualifying Reasons

Leaves taken for the following reasons are "FMLA/CFRA qualifying":

1. The birth of a child of the unit member, and to care for the newborn child;
2. The placement of a child with the unit member for adoption or foster care;
3. Providing for the care of the unit member's parent, child, spouse or domestic partner who has a serious health condition;
4. Because of a serious health condition that makes the unit member unable to perform the essential functions of ~~her/his~~ their position.

Unlike the FMLA, CFRA does not include pregnancy or related medical conditions within the definition of serious health condition (refer to Article 8.2).

### 8.1.7 Medical Certification

Unit members shall be required to furnish medical certification of the serious health condition that is the basis for the FMLA/CFRA leave. Failure to do so may result in delay in granting the FMLA/CFRA leave.

Medical certification required for the unit member's own serious health condition shall include:

- (1) the date when the serious health condition began;
- (2) the probable duration of the condition; and
- (3) a statement that due to the serious health condition, the unit member is unable to perform the essential functions of ~~his or her~~ their position.

Medical certification is required when the unit member requests leave for the care of the unit member's seriously ill child, parent, spouse or domestic partner and shall include:

- (a) the date on which the serious health condition commenced;
- (b) the probable duration of the condition;
- (c) an estimate of the time the health care provider believes the unit member needs to care for the individual requiring the care; and
- (d) a statement that the serious health condition warrants the participation of a family member to provide care.

The District also may require that the unit member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District also may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

## 8.2 FMLA/PDL

### 8.2.1 Definition

- FMLA – Family Medical Leave Act administered by the United States Department of Labor.
- PDL – Pregnancy Disability Leave.

These two acts run concurrently.

### 8.2.2 Conditions

A unit member affected or disabled by pregnancy related conditions, is eligible for an unpaid Pregnancy Disability Leave. PDL shall run concurrently with FMLA only. All District-approved leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/PDL qualifying shall run concurrent with the leave provided for under the FMLA/PDL. All other conditions noted in Article 8.1.2 shall apply.

Separately CFRA leave may, but need not, commence once the child is born. When the child is born, the woman has a choice of either continuing on FMLA/PDL until the disability period ends and then beginning CFRA bonding leave, or commencing CFRA bonding leave immediately. CFRA bonding leave need not be taken right after the baby is born but, if taken, must be concluded within one year of the child's birth. In most circumstances, a unit member will receive pregnancy disability leave, to the extent available, the first six weeks after childbirth for a normal delivery, or the first eight weeks after cesarean delivery, before the unit member (if eligible) can begin to use CFRA baby-bonding leave.

### 8.2.3 Eligibility

Pregnancy Disability Leave is available to probationary unit members upon the date of hire. PDL is available to permanent unit members and will run concurrently with FMLA.

### 8.2.4 Notice

Unit members wishing to take FMLA/PDL must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practicable, the unit

member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a unit member provides notice to the District of the need for FMLA/PDL leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

#### 8.2.5 Duration

The duration of the Pregnancy Disability Leave, including any paid leave taken due to pregnancy related disability, shall not exceed four (4) months. Leaves of absence taken in accordance with this Agreement may exceed four (4) months; however; nothing in this Agreement is intended to extend the provisions of Pregnancy Disability Leave as allowed by law.

#### 8.2.6 FMLA/PDL Qualifying Reason

The qualifying reason is when a woman's pregnancy precludes her from performing her job (i.e. her absence from work is medically necessary because she is disabled by pregnancy).

#### 8.2.7 Medical Certification

The District shall require medical certification of disability if the absence is longer than five (5) days. Medical certification shall include the date of disability and the probable duration of the disabling condition. The District also may require that the unit member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District also may require a unit member on FMLA/PDL leave to report periodically on the unit member's status and intent to return to work.

### 8.3 Parental Leave Definition

#### 8.3.1 Definition

Leave for unit members after delivery of baby or placement of adopted or foster child.

#### 8.3.2 Conditions

Leave for unit members to bond with baby or placement of adopted or foster child. ~~Can~~ Does not run concurrently with FMLA/PDL. ~~from the birth of baby and can~~ Does run concurrently with CFRA. Leave under Parental Leave must conclude within the first year of baby's birth or placement. An employee shall not be provided more than one 12-week period for paid parental leave during any 12 month period. Unit members on Parental Leave can use accrued sick leave until exhausted and then use half salary sick leave up to an accumulated total of 12

workweeks. ~~Parental Leave can run concurrent with PDL from birth of baby and then CFRA for baby bonding.~~

### 8.3.3 Eligibility

Unit members must have worked for the District for a minimum of 12 months prior to the beginning of leave. No other requirements need to be met.

### 8.3.4 Notice

Unit members wishing to take Parental Leave must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a unit member provides notice to the District of the need for Parental Leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

### 8.3.5 Duration

The duration of Parental Leave shall not exceed twelve (12) weeks. This leave can be taken in increments.

## 8.4 Compensation

Leaves as described in this Article are unpaid, except to the extent that paid leave is used concurrent with these leaves.

## 8.5 Maintenance of Health Benefits

The District shall maintain the unit member's health benefits coverage during the leave period as if the unit member were still actively working.

## 8.6 Reinstatement

The District shall reinstate a unit member on leave as provided for by this Article and the requirements of the law, to an equivalent position with the same pay and benefits, upon the unit member's timely return from leave.

## ARTICLE IX - HOLIDAYS

- 9.1 Each unit member shall be entitled to fifteen (15) paid holidays each year provided that ~~he/she is~~ the unit member is in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Unit members who have less than a 1.0 FTE assignment, and who are assigned a flex schedule, shall be entitled to any holiday which falls within a month when the unit member receives compensation. Eligible holiday hours will be subtracted from the hours to be worked based upon the regularly assigned hours for the day the holiday falls on. (See chart in Appendix ~~E~~ D.) All holidays shall be designated by the Board of Trustees by adoption of the District's Academic Calendar.

College police dispatchers will observe Christmas Eve, December 24<sup>th</sup>, Christmas Day, December 25<sup>th</sup>, New Year's Eve, December 31<sup>st</sup>, and New Year's Day, January 1<sup>st</sup>, on the actual day the holiday falls on. The dispatchers will not receive any additional holidays or "days without loss in compensation" (see sections ~~6.25~~ 6.24 and 9.2) as a result of the observance of these four holidays on the dates listed.

- 9.2 Unit members shall be granted time off without loss in compensation on any scheduled workday which falls during the period December 25 through January 1 and is not one of the aforementioned fifteen (15) holidays.
- 9.3 If a unit member's workweek is other than Monday through Friday, and as a result the unit member loses a holiday to which ~~he or she~~ they would otherwise be entitled, the District shall provide a holiday in accordance with Education Code requirements. The Education Code provides that all eligible unit members are entitled to paid holidays if they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday, therefore, holiday hours for all other unit members shall be recorded based on the number of hours the unit member was scheduled to work on the day designated as a holiday.

Only in cases where only one (1) holiday falls within the (eighty) 80 hour work schedule, unit members on a 9/80 alternative work week schedule shall adjust their work schedule so that their eight (8) hour day falls on the designated holiday.

If a holiday falls on a workday when a unit member is not assigned to work, ~~he/she~~ they shall be granted an equivalent day off during the pay period. If the holiday results in a three (3) day weekend, the rescheduled day off shall result in a three (3) day weekend.

*Moved from Article V*

Holiday hours for unit members on flex scheduling are based on the number of assigned hours the unit member is scheduled to work on the day the holiday falls upon.

*Moved from Article VI*

In the event that a unit member is required to work on a holiday established in the Education Code, at the discretion of the District they will either be compensated at two and one-half (2-1/2) times their regular rate of pay (for example: 2.5 X \$30.00 regular

rate of pay per hour = \$75.00 per hour X 8 hours = \$600.00) OR they will receive their regular rate of pay plus an additional holiday equal to one and one-half (1-1/2) times the number of hours of the original holiday (for example: (\$30.00 regular rate of pay per hour X 8 hours = \$240.00) + (1.5 X 8 hours = 12 hours compensation time off)). The District shall consider the unit member's preferred compensation option. These hours will be scheduled by the unit member in conjunction with the supervisor within thirty (30) days of the original holiday.

*Moved from Article V*

A unit member who is required to work on a District-recognized holiday shall be guaranteed a minimum of four (4) hours of pay.

9.4 AFT shall be represented on any District-wide committee established to study the District's Academic Calendar. The committee shall serve to represent the concerns of the interested parties by the formulation of recommendations to the Chancellor, or his designated representative. Subsequent to the final recommendation of the District Calendar Committee to the Chancellor or ~~her/his~~ designee, the AFT Guild will have the right to submit an independent recommendation of an academic calendar. If the Guild elects to submit an independent recommendation, that recommendation will be docketed for consideration by the Board in addition to the Chancellor's recommendation.

9.5 District unit members assigned to military programs shall have the following holidays:

Independence Day	Christmas Holiday (2 days)	Washington Day
Labor Day	New Year Holiday (2 days)	Memorial Day
Veterans Day	Martin Luther King Day	Lincoln Day
Thanksgiving (2 days)	Columbus Day in lieu of Admissions Day	Cesar Chavez Day



## ARTICLE X - VACATION

### 10.1 Eligibility

Vacation days shall be granted to all regular, monthly unit members covered by this Agreement. New unit members shall not be eligible to take vacation prior to completion of six (6) months of paid service. Vacations shall not be taken prior to the time that such vacation days are earned. Exceptions may be approved by the appropriate manager. The advanced hours shall not exceed the balance to be accrued during the remainder of the fiscal year.

If a unit member is terminated and had been granted vacation which was not yet earned at the time of termination of ~~his/her~~ their services, the employer shall deduct from the unit member's final check the full amount of salary which was paid for such unearned days of vacation taken.

### 10.2 Application for Benefits

Unit members shall schedule their vacations with the prior approval of the immediate supervisor and the appropriate manager. In cases of emergency or unusual circumstances the supervisor/manager may waive the requirement of prior approval. All requests for vacation shall be made electronically via the District approved timekeeping system. In cases where the vacation request is for more than five (5) days, the unit member shall endeavor to submit ~~his/her~~ their request with at least ten (10) working days' notice in advance of the vacation. If the request does not show as acted upon within the system within five (5) working days of submission, the employee shall follow-up with an email or direct communication to the supervisor. If a response is not received within two (2) working days of the second request, the unit member shall have the right to discuss the request with the next level supervisor.

If the vacation request is denied by the unit member's immediate supervisor, the unit member's supervisor shall meet with the employee to explain the reason for the denial and explore alternative dates, for the same amount of time, which could be approved. The unit member may also request that the reason for the denial be in writing. In the case of denial, the unit member shall have the right to discuss the vacation denial with the next level of supervision for the purpose of reconsideration. If the next level supervisor also denies the request, said unit member may request that the reason for the denial also be in writing.

Vacation may be taken in increments of fifteen (15) minutes or more. The District shall be held harmless for vacation denials where the unit member has failed to secure vacation approval prior to making travel commitments.

Any accumulated compensatory time off shall be deducted prior to the use of vacation leave.

### 10.3 Vacation Allowance

Vacations shall be earned and accrued on a monthly basis by regular monthly unit members as follows:

Those appointed to this Unit on or after December 1, 1982:

10.3.1 During the first (1<sup>st</sup>) through fourth (4<sup>th</sup>) years of continuous service, the rate shall be 8.0 hours per month (12 days per year).

10.3.2 During the fifth (5<sup>th</sup>) through the tenth (10<sup>th</sup>) year: 11.33 hours per month (17 days per year).

10.3.3 During the eleventh (11<sup>th</sup>) through the nineteenth (19<sup>th</sup>) year: 14.67 hours per month (22 days per year).

10.3.4 After the completion of the nineteenth (19<sup>th</sup>) year: 16.67 hours per month (25 days per year).

10.3.5 Vacation accruals shall be prorated for unit members working less than full time.

10.3.6 The maximum accumulation of vacation shall be limited to twice the annual allowance permitted by ~~his/her~~ their current accrual rate. ~~Each July 1, vacation accrued in excess of this amount shall be scheduled and taken with at least five working days' notice by their supervisor no later than the following January 31, provided the unit member's previous vacation requests have not been denied.~~

10.3.7 A month shall mean being employed on or before the fifteenth (15<sup>th</sup>) for purposes of crediting/not crediting the first month of a new hire.

### 10.4 Break In Service

10.4.1 Only Military leaves and approved unpaid leaves of ninety (90) calendar days or less are credited as continuous service for vacation eligibility purposes, but vacation days are not accrued during such leaves.

10.4.2 Unit members who have had a break in service will be given credit only for the total months of service with the District except that service broken for periods of less than ninety (90) calendar days shall be disregarded when computing the number of full months completed.

### 10.5 Ten And Eleven-Month Instructional Support Unit Members

10.5.1 Vacation days for these unit members may be scheduled by the appropriate manager during winter and/or spring recess only if the unit member's vacation

requests cannot be accommodated during other periods of the unit member's assigned work year due to District business needs.

10.5.2 Those unit members with days accrued in excess of the above must follow the regular procedure for scheduling such additional vacation during their regular work year.

#### 10.6 Terminating Unit Members

Regular unit members who have worked six (6) calendar months or more and who resign, retire, or are placed on extended unpaid leave, shall be paid for vacation earned but unused at their current base rate of pay. Unit members on extended unpaid leave may request that their accrued vacation not be paid during the period of the approved leave.

#### 10.7 Unit Members Stationed on Military Facilities

Certain unit members are assigned permanent work stations on military facilities. When such facilities are closed for winter recess, the District will attempt to provide an alternate work assignment and location. If none can be provided, the unit member will be required to schedule vacation.

#### ~~10.8 Military Programs – Pay in Lieu of Vacation Time Off~~

~~If required by contract between the San Diego Community College District and the military agency, the unit members who were hired directly into the Military Programs will receive payment for all hours of vacation accrued and still unused as of the date specified in the contract in lieu of vacation time off.~~

#### 10.98 Sick Leave in Lieu of Vacation Time Off

Unit members who become ill while on vacation may substitute sick leave for any vacation time lost due to illness. For sick leaves of duration five (5) days or more, a physician's verification shall be required.

## **ARTICLE XI - SICK LEAVE AND PERSONAL NECESSITY LEAVE**

### 11.1 Sick Leave

Any leaves taken in this section shall be taken in ~~a minimum of~~ 15 minute increments.

#### 11.1.1 Eligibility

Sick leave benefits shall be available to all monthly unit members covered by this Agreement. New unit members shall not be eligible to take more than six (6) days, or the proportionate amount to which ~~he/she is~~ they are entitled, until the first day of the calendar month after completion of six (6) months of active service. Terminating unit members who have received unaccrued sick leave benefits shall have their final pay warrant adjusted by the amount of the unaccrued sick leave taken. Leave taken under this Article that qualifies as Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) shall run concurrently with leave provided under Article VIII (FMLA/CFRA).

#### 11.1.2 Sick Leave Allowance

- a. Unit members with a full-time assignment shall accrue sick leave at the rate of eight (8) hours per month, beginning with the first (1<sup>st</sup>) month in which the unit member begins work in the District on or before the fifteenth (15<sup>th</sup>) of the month. The accrual rate shall be proportional for assignments other than full time. Unused full-salary sick leave shall accrue without limitation. A permanent unit member who resigns or is terminated (except for terminations for cause) or laid off and is subsequently rehired within thirty-nine (39) months of the last date of paid service shall have all accumulated, unused sick leave credits restored.

In addition to any other entitlement for leave of absence for illness or injury with pay, a classified employee hired on or after, or employed on or after, January 1, 2017, who is a former active duty member of the Armed Forces of the United States or a former or current member of the California National Guard or a federal reserve component, with a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs, shall be entitled to leave of absence for illness or injury with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for his or her service-connected disability. Leave of absence for illness or injury credited pursuant to this paragraph that is not used during the fiscal year shall not be carried over and shall be forfeited. In order to establish eligibility for this leave, the employee must submit a Certificate of Release or Discharge from Active Duty, generally referred to as a "DD 214," or a Disability Ratings Determination from the Office of Veterans Affairs showing a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs. Use of this leave shall require notice to the supervisor prior to the absence occurring.

- b. Each fiscal year, unit members shall be eligible for up to one hundred (100) half-salary sick leave days in addition to any full-salary sick leave accrued. ~~The total of both full and half salary sick leave shall not exceed one hundred (100) workdays plus the current year's entitlement. The exact number of half salary sick leave days a unit member is eligible for will be computed by summing the total number of full salary sick leave days accrued, allotted, and used within the fiscal year, and then subtracting this total from one hundred (100).~~ Half-salary sick leave ~~is to~~ may only be used ~~only~~ after full-salary sick leave benefits have been exhausted. Absence for any portion of a workday shall be considered as one complete day for half-salary sick leave reporting purposes. The balance of the fiscal year's worth of full salary sick leave allocation will be advanced prior to utilizing the half salary sick leave hours.
- c. When a unit member is on half-salary sick leave at the end of a fiscal year and continues to be absent due to illness into the next fiscal year, ~~he/she~~ they shall be placed on full-salary sick leave to the limit of the new year's entitlement and ~~is~~ eligible for a new entitlement of half-salary sick leave.

### 11.1.3 Application for Benefits

- a. A unit member shall report an absence of any duration to ~~his/her~~ their immediate supervisor, or supervisor's designee, prior to ~~or during~~ the first working hour of the unit member's shift unless an emergency makes notification impossible. One (1) notice to the unit member's supervisor or designee of the unit member's intent to be off consecutive days shall meet the requirements for notification for the entire period absent if the estimated duration of the absence is specified at the time of initial notice.

Changes in the estimated duration of the absence shall be reported to the immediate supervisor as soon as possible.

~~A unit member in a Maintenance & Operations classification, shall report an absence of any duration to his/her immediate supervisor, or supervisor's designee, in accordance with the timelines below unless an emergency makes notification impossible.~~

~~First Shift: — Must report absence no later than the first fifteen (15) minutes of the shift start time;~~

~~Second Shift: — Must report absence by 2:00 p.m. on the day the shift begins;~~

~~Third Shift: — Must report absence by 7:00 p.m. on the day the shift begins.~~

~~If a substitute is working for the Maintenance & Operations unit member in his/her absence, and the unit member returns to work without notifying~~

~~the appropriate supervisor, the unit member will be sent home for the day. The timesheet will be posted as vacation leave for the first occurrence during the fiscal year, and marked as unauthorized leave without pay for any subsequent occurrence.~~

- b. All requests for sick leave shall be electronically reported via the District approved timekeeping system within five (5) working days of the unit member's return to work. In the case of a prolonged absence, sick leave must be reported for each time reporting period.
- c. Sick leave not reported following the unit member's return to work shall be considered undocumented sick leave and the unit member will be charged the unreported time as leave without pay. The supervisor shall ask the unit member to submit their leave prior to posting the unit member's absence as leave without pay.
- d. A physician's statement shall be required on the District's prescribed form or upon the physician's official stationery for leaves of duration greater than five (5) days. The physician's statement shall include the date on which the health condition began and a statement that the unit member is unable to perform ~~his/her~~ their assigned duties. In cases of prolonged absences, the physician's statement shall also include the estimated duration of the condition. A physician's statement for unit members whose absence has not extended beyond five (5) days shall only be required when the unit member has demonstrated abusive usage of sick leave and the unit member has been previously counseled by their supervisor on their usage of sick leave.

#### 11.1.4 Authorized Uses

~~Unit members employed less than full-time may use a proportionate amount of the full-time allocation (based on the unit member's assignment) for these purposes:~~

##### 11.1.4.1 Sick Leave

Accrued full-salary sick leave credit may be used for the following reasons: absence from duty because of the unit member's illness, injury, medical or dental appointment, exposure to contagious disease, disability due to pregnancy, diagnosis, care, or treatment of an existing health condition, or preventative care, or to care for a family member under an FMLA qualifying event. Accumulated benefits may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

##### 11.1.4.2 Family Necessity Leave

A maximum of fifty-six (56) hours of accrued full-salary sick leave may be used in a fiscal year for absence to care for the unit member's sick child, parent, spouse, grandparent, grandchild, sibling, or domestic partner for non-FMLA qualifying illnesses.

#### 11.1.4.3 Personal Necessity Leave

A maximum of fifty-six (56) hours of accumulated, full-salary sick leave credit may be used for Personal Necessity Leave in each fiscal year at the discretion of the unit member. Absences for Personal Necessity Leave may be taken in increments of fifteen (15) minutes or more and shall not be granted during a scheduled vacation or leave of absence. Requests for Personal Necessity Leave are to be submitted in writing to the immediate supervisor and must have prior approval. In an emergency, requests for Personal Necessity Leave may be made orally to the immediate supervisor, but still must be approved in advanced.

Unit members who are victims of domestic violence, sexual assault, or stalking shall not need prior approval to utilize this leave for purposes related to these reasons. In cases where this leave utilization for unit members who are victims of domestic violence, sexual assault, or stalking is known in advance, notification shall be provided to the unit member's supervisor as soon as the scheduled date(s) for the leave is known.

Upon return to duty, a completed application for benefits, prescribed and provided by the District, shall be filed.

#### 11.1.4.4 Assignments of less than 1.0 Full Time Equivalent

Unit members employed less than full-time may use a proportionate amount of the full-time allocations stated above (based on the unit member's assignment).

#### 11.1.5 Return to Work

- a. Not less than three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, unit members must provide a written clearance of the attending physician indicating recovery, and fitness to resume a full range of normal duties as determined by management.
- b. In cases of requests to return to work with temporary restrictions, the unit member must provide a detailed written medical statement not less than five (5) working days prior to the requested return date. If offered a temporary medical reassignment of sixty (60) calendar days or less, the

unit member shall not suffer a reduction in pay or involuntary demotion. The ability of the District to meet the request to return to work with temporary restrictions shall be determined by management.

If the unit member remains unable after sixty (60) calendar days to return to ~~his/her~~ their full range of duties, the District will obtain the necessary evaluation of fitness for duty and essential functions of the position to determine the appropriate continued assignment. The District will consult with AFT on the results of this evaluation.

#### 11.1.6 Transfer of Accumulated, Full-Salary Sick Leave

A classified unit member who previously worked for another California School District or County Superintendent of Schools shall have their previous sick leave balance transferred to the San Diego Community College District upon receipt of the transfer of sick leave hours from the previous District, providing each of the following conditions are met:

- a. ~~Previous District employment was for a period of one (1) calendar year or more;~~
- b. ~~Termination of employment with the previous District was for reasons other than action for cause initiated by the employer; and~~
- c. ~~Employment with the San Diego Community College District is accepted within one (1) year of termination from the other District.~~

A unit member who previously worked for the San Diego Community College District within the last 18 months in another capacity (such as an adjunct faculty member or non-academic, non-classified employee) shall have their previous sick leave balance transferred to their contract sick leave account.

#### 11.1.7 Extenuating Circumstances and Special Conditions

- a. Unit members who are unable to perform their duties due to legally established quarantines, or District directive, shall be entitled to the same leave as though they were personally ill provided ~~a certificate~~ the appropriate documentation from the County Health Department or the unit member's health provider is filed submitted, verifying the need for the quarantine.
- b. In the event of the death of a unit member while absent because of illness, application for sick leave benefits may be made by ~~his/her~~ their estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents, at any time within thirty (30) calendar days after death.



Only that period of illness immediately prior to and including the day of death of a unit member is claimable as a sick leave benefit by the estate.

- c. Unit members who report for duty and are unable to continue because of sudden illness will be counted as absent for the number of hours and minutes not worked. Minutes shall be a minimum of fifteen (15) minute intervals.

#### 11.1.8 Service Credit for Retirement

Unit members whose effective date of retirement is within 120 (one hundred and twenty) days of the last day of service with the District shall be credited at retirement with service credit for each accumulated, unused, full-salary day of sick leave in accordance with state law in effect as of the unit member's effective date of retirement.

#### 11.2 Catastrophic Illness or Injury Leave

At the discretion of the District, this section will sunset and become null and void ninety (90) days after the District serves notice upon the Guild of its intent to do so. Any catastrophic illness donation which is in process at the time of termination of this Article will be completed.

Unit members shall be permitted to contribute vacation leave and up to a maximum of eight (8) accumulated sick leave days (a minimum of eight [8] hours and in hour increments thereafter) per fiscal year to another unit member or member of the faculty bargaining unit. The parameters of the program are:

- a. The illness/injury of the unit member or family member must be serious (life threatening or expected to incapacitate the unit member for ~~an extended period of time~~ thirty calendar days or more) as verified by physician. The District may require the unit member who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;

OR, the unit member is on maternity leave, up to the maximum number of days allowed under ~~Section Article 11.1.3~~ 12.3.7.

- b. Sick leave contributions will be solicited by AFT Guild after the unit member makes the need known to their AFT union representative or ~~his/her~~ their appropriate manager. AFT will then forward the donated time received to the District Payroll Manager;

- c. The ill/injured unit member must have exhausted all accrued full-salary paid leaves;
- d. Injuries or illness claimed for worker's compensation injuries, whether or not approved, shall be excluded;
- e. A maximum of sixty (60) work days may be utilized by each unit member per catastrophic illness/injury (any part of a day constitutes one full day of leave);
- f. Vacation or sick leave days donated will be paid at the salary level of the unit member who receives such days;
- g. AFT shall indemnify and save harmless the District, its officers and unit members from and against any and all claims, demands, liabilities, damages, costs (including reasonable attorney fees and court costs), suits and administrative proceedings arising out of or connected with unit members giving or receiving time for catastrophic illness or injuries.

## ARTICLE XII - LONG-TERM LEAVES OF ABSENCE

### 12.1 Eligibility

Long-term leaves of absence (those in excess of thirty [30] calendar days) may be granted at the discretion of the District. ~~Unit members not permanent with the District are only eligible for Pregnancy Disability Leave, Maternity Leave, or Military Leave.~~ Leave taken under this article that qualifies as Family Medical Leave (FMLA)/California Family Rights Act Leave (CFRA) shall run concurrently with leave provided under Article VIII (FMLA/CFRA).

### 12.2 Application for Leave

All requests for leave shall be in writing upon the appropriate form prescribed and provided by the District, with all necessary documentation attached such as physician's statement of incapacity or prepared study program. Requests shall be submitted to the immediate supervisor not less than ten (10) days prior to the beginning date of the leave unless extenuating circumstances do not permit advance notification.

### 12.3 Authorized Uses

Long-term Leaves may be authorized for the following uses:

#### 12.3.1 Paid Professional Study Leave

The purpose and intent of this leave program is to promote professional growth and to assist in the District's commitment to succession planning. Requests for Professional Study Leave must be accompanied by an outline, in writing, of the plan that is to be followed and the institution to be attended. In addition, a clear statement must be included in the request indicating the need for educational study and the potential value to the District upon completion of such study.

Professional study leaves are not to be used for job related trainings/workshops/short courses that are required by the District for performance in their current assignment.

##### 12.3.1.1 Eligibility

Unit members shall be eligible for a professional study leave after six (6) consecutive years of contract classified service to the District in this unit. Unit members who have completed a professional study leave are ineligible for a subsequent professional study leave until completion of an additional six (6) consecutive years of contract classified service to the District in this unit. Time spent on a professional study leave may not be included in any such six-year (6) period. Promoted probationary unit members are not eligible for this leave.

Unit members whose last evaluation or documented performance was substandard, or who have been involved in any type of discipline higher than a written reprimand during the last six (6) months preceding the request for leave shall not be eligible to apply for a professional study leave.

#### 12.3.1.2 Number of Leaves

There will be a maximum of nine (9) leaves granted for each fiscal year.

#### 12.3.1.3 Timeline

The unit member must submit ~~his/her~~ their request to ~~his/her~~ their immediate supervisor no later than the date specified in the calendar below. The supervisor must approve or disapprove the request in writing on the District form within fifteen (15) calendar days of receipt of the application from the unit member.

In cases where the immediate supervisor denies the leave request, the unit member may appeal the decision to ~~his/her~~ their next level supervisor. The decision of the next level supervisor must be in writing and must be rendered within ten (10) calendar days of the submission of the appeal.

Following the immediate supervisor's (or higher level manager's) approval, the request shall be sent to ~~a district committee~~ AFT for final approval, consisting of four (4) unit representatives, one each appointed by each of the four (4) classified senates. One (1) alternate will also be appointed from each senate. The AFT will appoint a non-voting chair to convene the committee and ensure all processes are followed. This committee shall have final approval over the granting of said leaves.

The final decisions of the supervisor/manager and the ~~committee~~ AFT shall not be grievable.

#### Calendar:

Fall Semester Leave: Applications due to immediate supervisor no later than ~~January~~ March 15th. Applications due to ~~committee~~ AFT no later than ~~February~~ April 14 15<sup>th</sup>. ~~Committee~~ AFT will ~~meet and render~~ a decision no later than ~~February~~ April 28 30<sup>th</sup>.

Spring Semester Leave: Applications due to immediate supervisor no later than ~~April~~ June 15<sup>th</sup>. Applications due to ~~committee~~ AFT no later than ~~May~~ July 15<sup>th</sup>. ~~Committee~~ AFT will meet and render a decision no later than ~~May~~ July 30<sup>th</sup>.

Summer Semester Leave: Applications due to immediate supervisor no later than ~~September~~ January 15<sup>th</sup>. Applications due to ~~committee~~ AFT no later than ~~October~~ February 15<sup>th</sup>. ~~Committee~~ AFT will meet and render a decision no later than ~~October~~ February 30 28<sup>th</sup>.

#### 12.3.1.4 Course of Study

Applicants for professional study leaves are expected to carry a full program of academic work as determined by the institution or industry certified agency where the program of study is to take place.

Prior to submitting the request for leave, the unit member should have determined personal eligibility or admission to the institution and completed as much preplanning as possible regarding the program. Ineligibility for admission to the named institution will result in the cancellation of the leave.

The application should include the name of the institution that will be attended, the number of units that will be carried, courses that may be taken, (including course number, title and description, if available at the time of application), and the degree that will be received, if any. If specific courses are not known at the time of applying for the leave, a list of courses shall be sent to the ~~committee~~ AFT prior to enrollment. Applicants are required to earn a grade of "C" or above in each course taken. The applicant is expected to earn credit for each course taken as part of the approved leave program.

#### 12.3.1.5 Compensation

Unit members on professional study leaves shall receive full salary with no loss in compensation or benefits for one semester of full-time study, up to a maximum of sixteen (16) weeks. Upon approval of the Supervisor the sixteen (16) week period may be extended to thirty-two (32) weeks at 50% time. Professional study leave beyond the sixteen (16) weeks shall be unpaid ~~but~~ and must be requested at the time of the initial application. Time on professional study leave shall be counted as regular service for purposes of salary advancement, reclassification, and service credit for retirement purposes.

The AFT will reimburse the District for any hourly backfill or out-of-class assignments which occur as a result of the leave from its resource

allocation pool of funds. Up to three (3) weeks of training, for any hourly backfill, will also be paid out of AFT's resource allocation pool of funds.

#### 12.3.1.6 Bond

Every unit member, as a condition to being granted this leave, shall agree in writing to render a period of service in the employ of the District following ~~his/her~~ their return from the professional study leave, which is equal to twice the period of the leave. Unit members not completing the agreed upon service will be subject to the conditions set forth below.

The unit member must post a bond in an amount equal to the unit member's contract salary while on professional study leave indemnifying the District against loss in the event the unit member fails to render the agreed-upon period of service in the employ of the District upon return of the unit member from the professional study leave, or if ~~he/she fails~~ they fail to meet the provisions of 12.3.1.8.

A unit member who has completed a professional study leave and who either leaves the District before fulfilling the service obligation or fails to meet the provisions of 12.3.1.8 below shall reimburse the District in the amount due for the portion of the unfulfilled obligation no later than the last day of employment with the District.

In lieu of the bond, unit members may enter into an indemnification agreement with the District that, in the District's sole discretion, sufficiently ensures compliance with this Section 12.3.1.6. The District and the AFT agree that the indemnification program which the AFT makes available to its members sufficiently ensures compliance with Section 12.3.1.6.

#### 12.3.1.7 Accident or Illness

Interruption of the leave by serious accident or life-threatening illness, evidence of which is required, shall not prejudice a unit member with regard to the fulfillment of the conditions under which the leave was granted, nor affect the amount of compensation to be paid each unit member under the terms of such leave. However, the appropriate President/Vice Chancellor must receive prompt notification of such accident or illness, which in general shall be by registered or certified letter mailed within ten (10) days of such accident or illness and the unit member's sick leave shall be charged from that time forward. It is the responsibility of the President to communicate such change in leave plans to the Vice Chancellor, Human Resources. The Vice Chancellor,

Human Resources shall communicate said change in leave to the AFT as soon as practical. In case of death of the individual while on leave, ~~his/her~~ their estate shall not be required to fulfill the conditions upon which the leave was granted, but payment of salary by the District shall cease upon such death.

#### 12.3.1.8 Return to Service

At the expiration of the leave, and in the absence of other mutual agreement between the unit member and the District, the unit member shall be reinstated in the same assignment held prior to the granting of the leave.

Not later than six (6) weeks after return to duty, each unit member returning from professional study leave shall file with the AFT ~~committee~~ evidence that the specific courses stated in the application have been satisfactorily completed. Evidence of fulfillment of a formal study leave is an official transcript showing all courses completed and degrees granted. In cases where satisfactory completion of the leave cannot be demonstrated, the unit member is liable for the reimbursement of the bond referred to in 12.3.1.6.

#### 12.3.2 Health Leaves

A unit member, with insufficient leave or accrued employment time to qualify for sick leave, or who desires not to utilize accrued sick leave, may apply for Health Leave without pay. All requests for health leave must be accompanied by a physician's statement of incapacity, and return to duty is dependent upon evidence of recovery.

#### 12.3.3 Service to Other Public Agencies

Long-term Leaves of Absence may be granted to unit members to serve another public agency in some full-time capacity that will benefit the District and the unit member, or to serve as an elected official in public office, up to a lifetime maximum of two years of all combined leaves from this section.

#### 12.3.4 Long-term Military Leave (More Than Thirty [30] Workdays Per Academic Year)

A unit member will be entitled to any Military Leave provided by law and will retain all rights and privileges granted by law arising out of the exercise of Military Leave.

Military Leave is a leave of absence to engage in voluntary or involuntary military duty and includes active duty, active duty for training, inactive duty for training, full-time National Guard duty, travel time for purposes of active military

training, encampment, naval cruises, special exercises or like activity as a member of the reserve corps or force of the armed forces of the United States, or National Guard, or the Naval Militia.

12.3.4.1 Application for Leave

To notify the District of need for Military Leave, the unit member shall submit the District's Leave Request Form with copies of official orders attached.

12.3.4.2 Duration

A Military Leave of absence shall grant a Military Leave of absence for the period of required service. The leave may be renewed indefinitely, except when the service commitment is voluntarily extended.

12.3.4.3 Salary Entitlement

Military Leaves for a unit member who has a minimum of one (1) year of prior service with the District and who is on temporary Military Leave shall receive ~~his/her~~ their full salary for the first thirty (30) days of such leave. Subsequent to the thirty (30) day period, if called to active duty, the unit member shall receive a salary equal to the differential between their current salary and their military salary.

12.3.4.4 Benefits Entitlement

A unit member shall continue to receive District paid health care benefits while on Military Leave for thirty (30) days or less. For Military Leave in excess of thirty (30) days ~~he/she/they~~ may elect to continue health care coverage for ~~his/her~~ them and any eligible dependents for a maximum of eighteen (18) months at ~~his/her~~ their expense.

Additionally, any unit member on temporary Military Leave for training who has been serving the District for at least one (1) year shall continue to accrue the same vacation, Sick Leave and holiday privileges, up to a maximum period of one-hundred eighty (180) days, as if the unit member had not been on Military Leave.

12.3.4.5 Return to the District

A unit member, upon release from active duty, shall have the right of reinstatement to ~~his/her~~ their previous position or a position of similar



seniority, status and pay as permitted by law, in accordance with the following;

<u>Length of Military Service</u>	<u>Requirement of unit member to return to work.</u>
1-30 Days	First scheduled workday following release from active military duty.
31-180 Days	Within fourteen (14) calendar days of release from active military duty.
181 + Days	Within ninety (90) calendar days of release from active military duty.

12.3.4.6 Forfeiture of District Position

A unit member who voluntarily requests and obtains an extension of ~~his/her~~ their tour of duty shall forfeit all rights of return to a position with the District.

12.3.5 Family/Parental Leave (Non-FMLA/CFRA Qualifying)

A unit member may request an unpaid leave of absence to care for the unit member's immediate family as defined in Article XIII, Section 13.1.

12.3.6 Other Leaves

The Chancellor may grant other long-term leaves at ~~his/her~~ the Chancellor's discretion. The Chancellor's decision of approval or denial of the request shall be final.

~~12.3.7 Employee Organization Leave~~

~~Notification of a unit member's intent to take Employee Organization Leave shall be submitted to the Vice Chancellor of Human Resources no later than thirty (30) days prior to the starting date of the leave. In addition to the leave benefits granted to representatives of employee organizations by law, unit members on employee organization leave shall not accrue vacation credit, nor submit time reports for vacation leaves. Sick leave shall continue to accrue and sick leave time reporting shall be processed through the Vice Chancellor of Human Resources. AFT shall notify the District no less than sixty days (60) prior to the return to service of a unit member on Employee Organization Leave.~~

~~12.3.8 Pregnancy Disability Leave~~

*Language not yet implemented.*

### 12.3.97 Maternity Leave

Upon giving birth, the unit member shall be eligible for six (6) weeks of continuous paid maternity leave (eight [8] weeks of leave are allowed for C-Section deliveries, the last two weeks of which would be covered by other paid or unpaid leave available to the unit member for C-Section deliveries) without the need for a physician's statement.

### 12.4 Length of Leave

Long-term leaves may be granted for periods of up to one (1) year, and may be extended for an additional period not to exceed a total of two (2) years, other than Military Leave as noted above. This provision shall not extend the duration of the Family Medical Leave Act, the California Family Rights Act (FMLA/CFRA) or statutory provisions for Pregnancy Disability Leave (PDL).

### 12.5 Compensation

All long-term leaves are taken without salary or benefits, except for paid professional study leaves, military leave, or leave granted in accordance with FMLA/CFRA.

Salary step increases are allowed only for study leaves (where required units are earned), leaves to serve other public agencies, military leaves, pregnancy disability leave, maternity leave, or as required by FMLA/CFRA. Long-term leaves of absence except for those leaves enumerated in this section shall extend the date of step advancement by the period of time absent for all other leaves.

### 12.6 Retention of Earned Sick Leave

Unit members on Long-term Leaves of Absence shall retain any prior sick leave that may have accumulated, unless such leave provisions are otherwise expended in accordance with this Agreement or law. Additional sick leave benefits shall not accrue during periods of unpaid long-term leaves period.

### 12.7 Return from Leave

12.7.1 A unit member granted a Long-term Leave of Absence for Health, Professional Study, Military, FMLA/CFRA, Parental, or Service in other Public Agencies, shall continue to receive seniority credit for purposes of reemployment and retention in case of possible layoff. The unit member, at the expiration of such authorized leave, shall be returned to the position formerly held, or to a position of equal classification level and of similar requirements of ability and skill; or, the unit member may request a position in a lower grade.

12.7.2 A unit member granted a leave of absence for reasons other than those enumerated above, shall have, upon request, at the expiration of such leave, ~~his/her~~ their name placed on the eligibility list for ~~his/her~~ their job class for a period of thirty-nine (39) months. If the unit member is not selected for a regular position during the thirty-nine (39) month period, ~~he/she~~ they shall be separated from the classified service. ~~The unit member shall be responsible for ensuring that his/her~~ their ~~eligibility is renewed annually.~~

## ARTICLE XIII - SHORT-TERM LEAVES OF ABSENCE

### 13.1 Definition of Immediate Family

Immediate family shall include:

- a. The unit member's current spouse, domestic partner (as confidentially certified following approved District procedures), and any relative or person currently living in the unit member's immediate household; and
- b. The unit member's and ~~his/her~~ their current spouse's or domestic partner's mother, stepmother, father, stepfather, grandparent, child, guardian, ward, grandchild, stepchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, stepbrother, and stepsister.

The above definition shall apply wherever reference is made to immediate family in this Agreement except as defined in 13.4.4.

### 13.2 Eligibility/Definition of Short-Term Leaves

Short-Term Leaves of Absence (leaves of thirty (30) calendar days or less) may be granted to any unit member. Short-term leaves that are FMLA/CFRA qualifying shall run concurrently with leave allowed under these acts.

### 13.3 Application for Benefits

Requests for short-term leaves shall be submitted electronically via the District approved timekeeping system five (5) days in advance of the intended leave (except in emergency situations), unless otherwise stated by the provisions of the specific leave. If the request does not show as acted upon within the system within five (5) working days of submission, the employee shall follow-up with an email or direct communication to the supervisor. If a response is not received within two (2) working days of the second request, the unit member shall have the right to discuss the request with the next level supervisor.

### 13.4 Authorized Leaves

Short-term leaves may be granted for the following reasons:

#### 13.4.1 Personal Leave Without Pay

Permission to be absent without pay may be granted to a unit member, for a period not to exceed thirty (30) calendar days.

If the request does not show as acted upon within the system within five (5) working days of submission, the employee shall follow-up with an email or direct

communication to the supervisor. If a response is not received within two (2) working days of the second request, the unit member shall have the right to discuss the request with the next level supervisor.

If the leave without pay request is denied by the unit member's immediate supervisor, the unit member may request that the reason for the denial be in writing. In the case of denial, the unit member shall have the right to discuss the denial with the next level of supervision for the purpose of reconsideration.

#### 13.4.2 Personal Business Leave With Pay

Unit members *may* be excused from duty with verbal or written permission from the supervisor, with pay, for a period of not more than two (2) hours in increments of fifteen (15) minutes. If the supervisor denies the request, said denial is not grievable. Valid reasons for and conditions of Personal Business Leave are limited to the following:

- a. Death or illness in immediate family (extension of bereavement leave).
- b. Extension of paternity/adoption leave in emergency cases.
- c. Unavoidable transportation delay.
- d. Private legal matters, including marriage and divorce.
- e. Attendance at graduation ceremonies (immediate family).
- f. Participation in college graduation ceremonies.
- g. Attendance, as officer or delegate, at civic, or fraternal conventions.
- h. Funeral attendance.
- i. Emergency child-care or care-giving of family members as defined in Section 13.1 problems.
- j. To serve as executor of a will.
- k. Meeting spouse or seeing him/her them off to overseas duty.
- l. Attendance at a wedding.
- m. Taking examinations.
- n. Medical appointments.
- o. Religious observances.
- p. Registering for classes.
- q. Attendance at child's individual parent-teacher consultation.
- r. District or AFT sponsored retirement workshops.

Time approved for Personal Leave shall be reported by the unit member and supervisor on the appropriate payroll form the District approved timekeeping system.

#### 13.4.3 Parental Leaves

~~Upon the birth of a child, in order to make final arrangements for the unit member to adopt a child, or to arrange for the placement of a child in the foster care of the unit member, a unit member, upon verbal request, shall be granted one (1) day of~~

~~leave without loss of pay. Upon return to duty, the unit member must submit the appropriate leave request form.~~

~~Unit members (including those who did not give birth are not the birthing parent) may also use paid Parental Leave under Article 8.3 up to twelve weeks of their full salary accrued sick leave upon the birth or adoption of their dependent child. Upon exhaustion of accrued sick leave, half salary sick leave may be utilized, provided the total number of days of full accrued sick leave plus half salary sick leave is less than 100 days for the entire fiscal year from all causes (reference Ed Code Section 88196.1).~~

~~Unit members wishing to utilize this leave must provide their supervisor with at least thirty (30) days' advance notice prior to the approximate date the leave is to begin.~~

~~This leave will run concurrently with the twelve (12) weeks provided under FMLA/CFRA.~~

#### 13.4.4 Bereavement Leave

a. Absence with pay for a period not to exceed 5 work days shall be granted to a unit member upon request, upon the death of a member of ~~his/her~~ their immediate household or the unit member's:

- Child (or person raised by the unit member)
- Spouse (or certified domestic partner)
- Parent (or person who raised the unit member)
- Brother or Sister

Up to (5) five additional days of accumulated full salary sick leave may be used for the aforementioned bereavement purposes in this section (a).

b. Absence with pay for a period not to exceed three (3) work days [five (5) work days if out of state travel is required] shall be granted upon request, upon the death of the unit member's, or current spouse's or certified domestic partner's:

- stepmother or stepfather
- grandparent
- guardian or ward
- grandchild or stepchild
- brother-in-law or sister-in-law
- son-in-law or daughter-in-law
- stepbrother or stepsister

OR the current spouse's or domestic partner's: parent or child.

Up to (3) three additional days of accumulated full salary sick leave may be used for the aforementioned bereavement purposes in this section (b).

- c. Up to (3) three days of accumulated full salary sick leave may be used for bereavement purposes upon the death of the unit member's:
  - aunt
  - uncle
  - niece
  - nephew
  - divorced spouse or in-law
  - cousin
- d. Leave may be secured by verbal request, but requires submission of the appropriate leave request form upon return to duty. Supervisors may request validation which may be in the form of a memorial service announcement, published obituary, or other documentation. Supervisors may also request that the unit member submit a signed statement attesting to the fact that the family member indeed raised or was raised by the unit member if the family member was not the unit member's parent or child.
- e. A unit member who while on vacation has a death in the immediate family may request that bereavement or sick leave as defined in sections a-c above, and/or personal necessity leave be substituted for vacation.
- f. Leave from sections a-c above must be used within six (6) months following the death of the family member. The date(s) of any leave taken from sections a-c above that is taken more than twenty-one (21) calendar days following the death of the family member must be pre-approved by the unit member's supervisor.

#### 13.4.5 Short-Term Military Leave

A unit member shall be granted leave with pay for the purpose of undergoing ordered pre-induction physical examinations for the armed services, and for the purpose of engaging in ordered, temporary training not to exceed thirty (30) workdays per calendar year.

- a. Unit members who are members of military reserve units shall request their military active-duty training orders for periods that are least disruptive to their department.
- b. Short-term Military Leaves for active duty shall be granted only when satisfactory documentation is provided to show that the military requirements cannot be satisfied during vacation periods.

- c. The Leave Request Form shall be submitted with copies of official orders attached.

#### 13.4.6 Judicial and Official Appearance Leave

Judicial and Official Appearance Leave shall be granted for the purposes of regularly called jury duty, (except for voluntary grand jury service), appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the unit member.

The unit member seeking an official judicial appearance leave shall submit a request, accompanied by the official order to appear, to ~~his/her~~ their immediate supervisor on the next working day after ~~he/she receives~~ they receive the notice to appear.

The unit member shall be granted a leave for a duration not to exceed those specified by the requirements of the official order.

Unit members shall return to work during their regular shift when they serve only a partial day on jury duty. However, a unit member shall be excused from work for the day if the actual time of jury service, including reasonable travel time, equals or exceeds seventy-five percent (75%) of the hours in the unit member's normal work day. Unit members who receive shift differential and who serve on jury duty shall be subject to provisions of Article VI, Section 6.9.3, regarding continuation of the shift differential, and shall temporarily be assigned to day shift during jury periods.

Leaves granted under these provisions shall be without loss of compensation. Per diem or other travel expenses shall be retained by the unit member.

Upon completion of duty, the unit member shall have the secretary of the court complete a "notice of duty termination and return to work." Unit members shall submit all necessary documentation to ~~his/her~~ their immediate supervisor within five (5) days of returning to work.

#### 13.4.7 Other Leaves

Other short-term leaves may be granted at the discretion of the Chancellor. The Chancellor's decision to approve or deny the request shall be final.

#### 13.5 Return from Leave

Short-term leaves shall not be considered a break in service for purposes of step advancement. Unit members granted a short-term leave shall retain all employment benefits specified in Article VII of this Agreement. Any unit member granted a short-



term leave under the terms of this Agreement shall be returned to ~~his/her~~ their previous assignment (~~or an equivalent~~) following the completion of the leave.

## **ARTICLE XIV - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

### 14.1 Eligibility

Industrial Accident and Illness Leave shall be available to members of the bargaining unit as authorized by Education Code Section 88192, the Labor Code, and other applicable Workers Compensation Laws. Leave taken under this Article that qualifies as Family Medical Leave (FMLA)/California Family Rights Act Leave (CFRA) shall run concurrently with leave provided under Article VIII.

### 14.2 Definition

For the purposes of this Article, an Industrial Accident or Illness leave shall be defined as disability absences resulting from an injury or illness, as determined to be a valid Workers' Compensation claim by the District's Workers' Compensation insurer or Claims Administrator. If a Workers' Compensation claim is denied, the affected unit member may appeal ~~his/her~~ their claim to the Workers' Compensation Appeals Board pursuant to Sections 5270 et. seq. and Sections 5300 et. seq. of the Labor Code and other applicable laws.

### 14.3 Notification

The District shall provide unit members when first employed and annually thereafter, with written notification of their rights, benefits and obligations under Workers' Compensation laws including but not limited to unit members' rights pursuant to Title 8, Section 9782 of the California Code of Regulations, to select a medical care provider prior to a work-related accident or illness. The District shall post and keep posted in conspicuous locations frequented by unit members a notice of their rights, benefits and obligations under Workers' Compensation laws as per Title 8 of the California Code of Regulations, Section 9881. Other relevant notification requirements as specified by the Labor Code or the California Code of Regulations shall also apply.

### 14.4 Application for Industrial Accident and Illness Leave

A unit member shall report to ~~his/her~~ their immediate supervisor any incident in the workplace that involves or may involve injury or illness immediately or as soon as possible after the occurrence.

Separate applications for leave shall be made to the unit member's immediate supervisor for each time reporting period only on the District provided leave form.

Each application shall be accompanied by the treating medical provider's signed statement, either on the District's prescribed forms or on the medical provider's official stationery or appropriate form, specifying the unit member's work limitations and length of time the work limitations are to be in place or the duration of the leave.

#### 14.5 Leave Allowance

As authorized by Education Code 88192, the District provides a total of up to sixty (60) days of full pay leave for each industrial accident or illness commencing on the first (1<sup>st</sup>) day of absence. For the purposes of this Article, a full day of leave is equivalent to the unit member's usual workday. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due ~~him/her~~ them for the same illness/injury, but in no event shall the leave exceed sixty (60) days. Industrial Accident or Illness Leave shall not accumulate from year to year.

Industrial Accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

In the event that an absence has not been approved as a valid Industrial Accident or Illness Leave when the payroll for the unit member is being computed, the unit member's normal sick leave balance will be charged for any absences which have been supported by a physician's written statements. Upon subsequent notification that the absence has been accepted as an Industrial Accident or Illness the regular sick leave balance will then be adjusted to its previous balance.

#### 14.6 Compensation

The District provides the unit member ~~his/her~~ their regular salary during the first sixty (60) working days of each approved industrial accident claim commencing with the first (1st) day of absence. Thereafter, the unit member will have the option of receiving ~~his/her~~ their regular pay utilizing any temporary disability allowance ~~he/she is~~ they are receiving combined with accumulated sick leave, accumulated compensatory time off, accrued vacation and/or days of half-salary sick leave. The amount of sick or other paid leave will be used only in the amount needed to provide the normal wage or salary. If the unit member chooses not to utilize any paid leave(s) ~~he/she~~ they must notify the District Payroll Department in writing of this intent prior to the leave(s) being used.

In no event shall the unit member, for any period of disability, receive compensation greater than ~~his/her~~ their normal salary.

A unit member on paid leave due to an industrial illness or injury is entitled to all salary increases ~~he/she~~ they would normally receive.

Any drafts or checks received by the unit member representing temporary disability benefits payable under the Workers' Compensation laws for a period of disability for which the unit member is receiving full salary shall be endorsed and given to the District.

Should the unit member cash or otherwise negotiate such financial drafts or checks, the unit member shall immediately reimburse the District upon notification or schedule

repayment over the next three (3) payroll periods. If the unit member fails to engage in repayment, the District may take steps necessary to collect any monies owed.

Approved costs related to medical care, temporary and permanent disability payments, job displacement benefits, travel expenses and death benefits shall be paid as required by law.

#### 14.7 Return to Work

Prior to returning from a work-related injury or illness, unit members must provide a written clearance from the treating physician indicating fitness to return to work. The District may require at its expense a medical evaluation prior to the unit member's return to work. If necessary the District shall provide a description of job duties to the physician(s) for use in determining the unit member's fitness to return to work. In cases where the unit member has been on leave for thirty (30) calendar days or more, the unit member must provide a written clearance from the attending physician(s) not less than three (3) workdays prior to the returning to work.

Upon return to work, the unit member shall file within five (5) days for any remaining leave taken and not covered under previous applications.

Return to work with work restrictions shall be at the discretion of the District.

#### 14.8 Unpaid Health Leaves

After all paid leaves have been exhausted, and the unit member is not medically cleared to report to work, the unit member may request an unpaid leave. Approval of such request shall be at the discretion of the District.

#### 14.9 Absence Beyond Expiration of All Leaves

14.9.1 When all available paid or unpaid leaves of absence have been exhausted and the unit member is not medically cleared to resume the regular duties of his/her their position, the unit member shall either retire, if eligible, resign, or be dismissed for reasons of health. The unit member's name shall be placed on a reemployment list for a period of thirty-nine (39) months.

14.9.2 If the unit member is medically cleared by the District during the thirty-nine (39) month period, the unit member shall be reemployed in a vacant position in the class of his/her their previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of District funds. A unit member who has been medically cleared by the District for return to duty, and is not placed in a regular position or who refuses to accept an appropriate assignment, shall have his/her their name removed from the reemployment list upon expiration of the thirty-nine (39) month reemployment period.

14.9.3 A unit member unable to return to work in ~~his/her~~ their regular assignment or whose position cannot be modified shall be notified of and entitled to job displacement benefits as prescribed by law.

14.10 ~~Absence from State~~ Compliance During Industrial Accident and Illness Leave

Any unit member receiving benefits as a result of this Section, shall, during periods of injury or illness, remain ~~within the State of California unless the District authorizes travel outside the State~~ in compliance with all procedures and policies related to their Industrial Accident and Illness claim.

## ARTICLE XV - PROFESSIONAL GROWTH

### 15.1 Professional Growth

Professional growth is the continuous purposeful engagement in study and related activities designed to retain and extend the high standards of classified unit members.

Upon the approval of their supervisor, unit members are allowed to take advantage of professional development opportunities during their regular work hours, including travel and conference requests.

### 15.2 Educational Incentive Program

15.2.1 A regular monthly classified unit member covered by this Agreement shall be granted a one-step increase on the first (1st) of the month following verification of satisfactory completion (grade of “C” or above) of twelve (12) semester units of credit from an accredited institution. Courses must have been enrolled in and credits must have been earned subsequent to the unit member's employment with the District. Official transcripts verifying a grade of “C” or above will be considered proof of satisfactory completion, in addition to the Educational Incentive Program Request for Salary Advancement Form, shall be provided by the eligible unit member and forwarded to the Office of Human Resources.

Units of credit obtained prior to promotion must be applied toward step movement within sixty (60) calendar days of the effective promotion date. The unit member shall ensure that the Compensation department is aware of these additional credits within this sixty (60) day period.

15.2.2 In recognizing the importance of education, the District agrees that at the discretion of the appropriate manager, the workday may be adjusted to accommodate classified unit members to attend approved courses.

### 15.3 Tuition Reimbursement

15.3.1 Upon satisfactory completion (grade of “C” or above) of a course from an accredited institution as defined in 15.2 , a unit member shall be reimbursed for tuition, registration fees (including fees for official transcripts), books, and laboratory fees; provided however, that the total amount reimbursed shall not exceed:

- a. Three thousand five hundred dollars (\$3,500) in any fiscal year (July 1 - June 30), and provided the total expended for ~~Office/Technical~~ unit members does not exceed the balance of AFT’s allocation for tuition reimbursement, which shall be re-allocated in the amount of ~~forty-four thousand (\$44,000)~~ fifty-one thousand (\$51,000) per fiscal year (July 1 - June 30). ~~Office/Technical u~~Unit members completing classes with the San Diego Community College District may exceed the three thousand five hundred dollars (\$3,500) maximum by the

amount of the San Diego Community College District tuition, including reimbursements for courses taken within SDCCD Continuing Education.

- ~~b. Two hundred fifty dollars (\$250) in any fiscal year (July 1 – June 30), and provided the total expended for Food Service unit members does not exceed the amount of two thousand dollars (\$2,000) per fiscal year (July 1 – June 30). Food Service unit members completing classes with the San Diego Community College District may exceed the two hundred fifty dollars (\$250) maximum by the amount of the San Diego Community College District tuition.~~
- ~~c. Five hundred dollars (\$500) in any fiscal year (July 1 – June 30), and provided the total expended for Maintenance & Operations unit members does not exceed the amount of five thousand dollars (\$5,000) per fiscal year (July 1 – June 30). Maintenance & Operations unit members completing classes with the San Diego Community College District may exceed the five hundred dollars (\$500) maximum by the amount of the San Diego Community College District tuition. Any money remaining at the end of the fiscal year may be distributed equally to unit members who submitted costs in excess of five hundred dollars (\$500).~~

Unit members must submit the completed tuition reimbursement form; receipts for registration, tuition, fees, and books; and a set of **official transcripts**; within 60 days following the successful completion of the course(s) to the District Employee Relations Office.

If the educational institution is unable to provide the unit member with a set of **official transcripts** within the 60-day timeline, the unit member must submit the Declaration of Official Grade Report form to the ~~Employment and Staff~~ Employee Relations Office within the 60-day period following the successful completion of the course(s) in order to retain eligibility to obtain reimbursement.

Reimbursement will not be made until the **official transcripts** are received in the District Employee Relations Office.

Failure to submit either the set of **official transcripts** OR the Declaration of Official Grade Report form to the District Employee Relations Office within the 60-day period following the successful completion of the course(s) will result in forfeiture of any reimbursement request for said courses.

#### 15.4 Staff Development Activities

- ~~15.4.1~~ At the discretion of the immediate supervisor the unit member may be granted release time or have ~~his/her~~ their workday adjusted to accommodate unit members to attend participate in approved staff development activities, including convocation (remotely or in-person), provided the total length of the unit member's workday does not exceed the

number of regularly scheduled hours for that day. Unit members may contact the manager immediately above the supervisor for assistance if they believe they have been unduly denied access to the staff development program.

In the event such a contact is made, the manager immediately above the supervisor shall within thirty (30) working days hold a follow-up meeting with the unit member.

## 15.5 Site Classified Senate Participation

15.5.1 Unit members are encouraged to work with their supervisor in order to attend or participate in at least one senate, shared governance, or District committee meeting per semester.

15.5.2 Senate officers will be provided release time to attend Senate meetings and related shared governance meetings that require their participation. The officer being released will be responsible for communicating to ~~his/her~~ their supervisor in advance the calendar for the dates of these meetings. Senate meetings will be scheduled so as not to disrupt the operations of the District. In cases where operations could be disrupted, the Senate President will be notified by campus administration and the meeting(s) will be rescheduled. Senate officers shall secure prior approval from their supervisor to attend non-regularly scheduled shared governance events. Senate officers may have additional shared governance responsibilities which the District will endeavor to accommodate. Participation of senate officers in activities beyond their shared governance responsibilities will be determined by the District based on program needs.

### 15.5.3 Classified Senate Officer Stipends

A yearly allocation of five thousand, four hundred dollars (\$5,400) shall be allocated to each of the four Classified Senates to compensate Classified Senate Officers who are unit members for the work they do for the Senate.

## 15.6 Travel and Conference Fund

A yearly allocation of ~~twenty-five thousand dollars (\$25,000)~~ twenty-six thousand dollars (\$26,000) for unit member travel and attendance for job related workshops, professional licensure/certification, and/or conferences shall be provided. ~~shall be allocated from the AFT's share of the RAF and shall be augmented by one thousand dollars (\$1,000) from the District for a total yearly allocation of twenty-six thousand dollars (\$26,000).~~

AFT will administer the disbursement of these funds. ~~A travel and conference committee consisting of four (4) unit representatives, one each appointed by each of the four (4) classified senates shall meet to review these requests. One (1) alternate will also be appointed from each senate. The AFT will appoint a non-voting chair to convene the committee and ensure all processes are followed. This committee shall have final approval over the granting of said request.~~



In order to be eligible for funding, unit members must initially submit requests and secure recommendation for approval through their immediate supervisor and follow the established site procedures for final approval. Unit members must also first attempt to secure funding from campus/District travel and conference or professional development sources prior to applying for funds through ~~this committee~~ the AFT.

~~The committee~~ AFT shall develop specific criteria for approval which shall include: frequency of application for these funds, cost, location, and level of benefit to the District. Funds under this provision cannot be used to travel to or to attend a conference in a state that has been listed as a banned state due to their discriminatory laws pursuant to Government Code 11139.8.

## **ARTICLE XVI - EVALUATION**

### **16.1 General Provisions**

16.1.1 Unit members shall be evaluated in accordance with the procedures outlined below. The purpose and intent of the evaluation process is to promote professional growth and to provide constructive feedback regarding the unit member's job performance. The evaluation process is not to be used as a tool for the application of discipline.

16.1.2 All evaluators shall have supervised the unit member's work for no less than ninety (90) calendar days prior to the evaluation. A unit member shall not formally evaluate another bargaining unit member.

16.1.3 Evaluation reports shall not be used by the District against unit members for the purpose of disciplinary action or proceedings. The definitions below are only intended for the purpose of determining the appropriate evaluation cycle/conference. The evaluation instruments and the Performance Appraisal Criteria & Definitions Guide may be found in Appendix C. Only these instruments shall be used in the evaluation process.

#### **16.1.4 Definitions**

- a. "Permanent Unit member" is a unit member who has satisfactorily completed the probationary period of one (1) year and who has been appointed by the Board of Trustees as a permanent unit member.
- b. "Probationary Unit member" is a unit member who is serving the probationary period of one (1) year.
- c. "Permanent/Probationary Unit member" is a unit member who is in permanent status with the District but serving in a six (6) month probationary period due to a promotion, reclassification, or demotion when the unit member has not previously achieved permanency in the lower class.
- d. "Contract Unit member" is a unit member covered by the terms and conditions of this Agreement.

### **16.2 Evaluation Cycle for Probationary, Promoted, Reclassified or Demoted Unit Members**

16.2.1 Within thirty (30) calendar days of the unit member's start date in the new assignment or classification, the unit member shall be provided with a current job classification specification, a desk job description if available, and a copy of the Performance Appraisal Criteria & Definitions Guide, pages C-5 and C-6 of Appendix C.

- 16.2.2 Prior to the start of the formal evaluation process as described in Sections 16.2.3 through 16.2.5 below, the supervisor may ask the evaluatee, or the evaluatee may volunteer, to complete pages C-1 and C-2 of Appendix C which is the a “self-evaluation.” If the evaluatee elects to complete a “self-evaluation,” it shall be completed and submitted to ~~his/her~~ their supervisor prior to the supervisor completing ~~his/her~~ their evaluation. However, the supervisor must independently complete pages C-3 and C-4 of Appendix C which is the evaluation instrument.
- 16.2.3 Probationary unit members shall be evaluated by their immediate supervisor prior to the end of the third (3rd) month of service and prior to the completion of the tenth (10th) month of service. In cases of promotion and/or a change of supervisor prior to the completion of the unit member’s probationary initial year of service to the District, the unit member shall be evaluated at least twice, even if these evaluations do not conform to the aforementioned timelines.
- 16.2.4 Promoted, reclassified, or demoted unit members shall be evaluated by their immediate supervisor during the third (3rd) and fifth (5th) month after the start of their new assignment.
- 16.2.5 If the unit member from 16.2.3 or 16.2.4 is away from work when an evaluation review is due, it shall be completed within thirty (30) calendar days after ~~his/her~~ their return to work, provided the provisions of Section 16.1.2 have been followed.

16.3 Evaluation Conference for Probationary, Promoted, Reclassified or Demoted Unit Members

- 16.3.1 At the time of the evaluation conference, the immediate supervisor shall discuss the evaluation with the unit member and, if applicable, provide written suggestions for improvement and/or professional growth including the specific expectations to be met. The evaluatee shall be given the opportunity to have a letter of rebuttal attached to the evaluation.
- 16.3.2 The evaluation forms shall be signed by both the supervisor and the unit member. Signing of the evaluation form does not necessarily mean the unit member is in agreement with the evaluation, but shall only signify that ~~he/she has~~ they have reviewed the evaluation and received a copy of it. One (1) copy of the evaluation form shall be retained by the unit member and one (1) copy shall be retained by the supervisor. The results of the evaluation shall not be grievable.
- 16.3.3 Each evaluation shall reflect the judgment of the immediate supervisor. Any category evaluated as “Needs Improvement” shall include written recommendations for improvement and/or professional growth including the specific expectations to be met. Progress on categories evaluated as “Needs Improvement” shall be discussed with the unit member not later than six (6) months following the date of the original evaluation conference. The unit

member's progress in each of the areas evaluated as "Needs Improvement" shall be documented in writing, with a copy provided to the unit member no later than five (5) calendar days after this meeting.

16.3.4 Any unit member who has reason to question any aspect of his/her their performance rating has the right to a review of his/her their evaluation by the supervisor/manager at the next higher level. The supervisor's initial evaluation may be modified based upon this review.

16.3.5 None of the evaluation documents referred to in this Article XVI shall be placed in the unit member's official personnel file. All evaluation documents shall be securely maintained by the unit member's supervisor and the office of the appropriate Chancellor's Cabinet member.

#### 16.4 Evaluation Conference/Cycle for Permanent Unit Members

Permanent unit members with less than five (5) years of service within their current job classification shall be evaluated utilizing the Performance Appraisal Report Form in Appendix C every twelve (12) months. Permanent unit members with five (5) through eight (8) years of service within their current job classification shall be evaluated every twenty four (24) months. Permanent unit members with more than nine (9) years of service within their current job classification shall be evaluated every thirty six (36) months. Human Resources shall regularly notify the unit member's supervisor of the unit member's evaluation due date.

Following best practices in employer/employee relations, supervisors and employees need to be continually engaged in providing constructive feedback to each other.

Prior to the evaluation conference, the unit member and the supervisor will have the opportunity to complete the appropriate sections of the Performance Appraisal Report Form found in Appendix C. The Performance Appraisal Criteria & Definitions Guide is to be used to guide a constructive dialog between the supervisor and unit member during the conference. Written comments are not required by either party, however, if written comments are to be submitted, they must utilize the appropriate forms in Appendix C. The supervisor may ask the evaluatee, or the evaluatee may volunteer, to complete pages C-1 and C-2 of Appendix C which is the "self-evaluation." If the evaluatee elects to complete a "self-evaluation," it shall be completed and submitted to his/her their supervisor prior to the supervisor completing his/her their evaluation.

Following the evaluation conference, copies of each participant's form shall be given to the unit member, supervisor and next level manager. These documents or any other written comments, if any, shall not become part of the unit member's official personnel file.

In contrast, job performance deficiencies of a serious or on-going nature shall be handled via the discipline process (Article XX).

## **ARTICLE XVII - TRANSFER, REASSIGNMENT, PROMOTION**

### 17.1 Definitions

A "transfer" is movement of a unit member to another position with a different position number at the same salary range. Unit members must meet the minimum qualifications as determined by the District whenever a transfer to another job classification is requested.

17.2 A "voluntary demotion" is a change to a position of lower job classification.

### 17.3 Voluntary Transfers and Demotions

At any time during the year, unit members may submit ~~written requests~~ an electronic application for transfers or voluntary demotions to Human Resources. However, unit members may not request a transfer as defined in 17.1 before becoming a permanent District employee, unless the unit member is in a position that is less than a 1.0 FTE. Such requests may include the number of work hours the unit member desires, specific position and work location desired, and the number of months and percentage of time the unit member is willing to work. Current transfer applications shall be considered for selection prior to or concurrently with any internal/external recruitment for applicants to an eligibility list.

Permanent unit members selected for a transfer or voluntary demotion shall be considered permanent and shall serve no probationary period.

17.4 A request for transfer or voluntary demotion shall remain on file for a period of one (1) year, or until the unit member either rejects or fails to respond to three (3) offers for interview from Human Resources, whichever occurs first. Unit members may update their transfer applications annually. A unit member selected for a transfer may elect to remain on the eligibility list by filing a new application.

### 17.5 Administrative Transfer

Transfer of unit members on a temporary or permanent basis may be initiated by management at any time such transfer is deemed necessary to meet the program needs, efficiency, or effectiveness of the operational needs of the District. A unit member permanently transferred shall be given written notice five (5) working days before the transfer is made. Fifteen (15) working days' notice shall be given when the transfer involves a change in work site. The appropriate manager or supervisor shall meet with the unit member and explain the reason(s) for such action before the transfer can be initiated. The unit member shall receive written reasons for the transfer within five (5) days of the meeting. A copy of the written transfer notice shall be provided to the AFT.

Permanent unit members administratively transferred shall be considered permanent and shall serve no probationary period.

## 17.6 Promotions

In support of promotional opportunities, the District will provide staff development programs and career ladders for upward mobility, job enrichment, and improved unit member performance. Unit members shall be provided reasonable release time, including travel time, to attend District job interviews.

~~Current~~ Unit members will not be required to retake the written exam or provide an updated typing certificate in order to be initially placed on or to continue on an eligibility list unless the testing criteria have changed.

## 17.7 All Transfers and Promotions

17.7.1 When a unit member is selected for a position which is currently vacant, the unit member shall be released from ~~his/her~~ their current position and assigned to the new position no later than the eleventh (11th) working day after acceptance of the offer by the candidate to Human Resources. When a unit member is selected for and accepts a position which is not currently vacant, the unit member shall be released from ~~his/her~~ their current position and assigned to the new position no later than the eleventh (11th) working day after the position becomes vacant.

17.7.2 Any pay changes resulting from a promotion shall be effective on the eleventh (11th) working day after acceptance of the offer by the candidate to Human Resources, or the first day of assignment in the new position, whichever occurs first.

## 17.8 Promotion Within the Unit

A unit member promoted to a new classification shall serve a six (6) month probationary period within the new classification. During the probationary period, the unit member may return to the previous classification at ~~his/her~~ their option by submitting a transfer application request to Human Resources or the District may return the unit member to the previous classification. The unit member will also have the option to return to the same position ~~he/she~~ they just vacated, provided the position has not been offered to another applicant. Upon a written notice to the unit member from Human Resources (with a copy provided to AFT), no later than 15 days prior to the original probationary completion date, this probationary period may be extended due to absences greater than five (5) consecutive workdays and/or ten (10) nonconsecutive workdays which have occurred during the probationary period and are not an approved discretionary type of leave. Said extension may not exceed the number of days the unit member was absent based on the non-discretionary leaves taken.

Unit members who are not permanent District employees may not return to the previous classification without the approval of the supervisor of the vacancy at the lower

classification. If the unit member chooses to return to the same position ~~he/she~~ they just vacated, the unit member shall state ~~his/her~~ their intention to do so in writing, with copies provided to ~~his/her~~ their current supervisor, the supervisor of the position to which ~~he/she~~ they wishes to return, and Human Resources. A transfer application request shall not be required in this case. The unit member shall be returned to ~~his/her~~ their former position within ten (10) working days of submission of the written statement of intent. Such action shall not be considered to be a demotion.

#### 17.9 Notification

Applicants will be notified of the status of their application for transfer or promotion within six (6) weeks of their interview date.

#### 17.10 Reinstatement

Any permanent unit member, who voluntarily resigns, in good standing, may be selected by the District for reinstatement to a vacant position in the same or related lower classification during thirty-nine (39) months after the resignation. Upon reinstatement, the unit member's previous seniority, accrued sick leave, vacation accrual rate, and salary step and range placement shall all be restored.

## **ARTICLE XVIII - CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS**

### 18.1 Definitions

Each bargaining unit position shall be placed in a classification with a designated title. Each position shall have a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the unit members and a regular monthly salary range.

"Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

"Reorganization" for the purposes of causing a review of positions affected by a reorganization shall mean: any change in administrative structure that affects the duties assigned to a position since the last time it was studied, creation of a new assignment for the unit member, or an increase or decrease in staffing that causes a change in the assignment of a unit member.

"Range Reallocation" is a change made to the salary schedule range placement of an existing classification.

"Downgrade" means the downgrading of a position to a lower classification as a result of the current classification no longer matching the classification description of the duties being performed by the incumbent in that position .

### 18.2 Classification Review Process

A classification review may be initiated by the District's Classification Office, the unit member, or the unit member's supervisor or manager, when there is reason to believe that a position has evolved to an assignment that may be outside the unit member's regular classification, subject to the procedures delineated below

18.2.1 The forms and a description of the procedure for the review will be provided by the District's Classification Office to the individual who initiates the review. These forms shall be jointly developed with AFT.

18.2.2 Prior to the beginning of each window period, the Director, Employee Relations or designee and the AFT Classification Panel Members will jointly conduct orientation meetings for unit members who are considering requesting review of their positions. This orientation will include information that specifically explains to the unit members the importance of preparation of the information explaining their job functions and preparation for the interview with the Classification Panel.

18.2.3 Window Period requests for review of a position(s) will be allowed no sooner than twenty-four (24) months from the last reclassification review process of this



position. The window period for submitting the reclassification review requests shall be limited to January 1 through the last working day in February of each year. Unit members requesting a review must submit their written reclassification request to their immediate supervisor no later than the last working day in the third week of February. Positions that have been affected by a reorganization shall be reviewed at the completion of the reorganization. The final questionnaire shall be submitted to the District's Director of Employee Relations or designee.

18.2.4 Requests for classification review which do not in the opinion of the Director, Employee Relations or designee, contain sufficient information to warrant further review, will be discussed with AFT Classification Panel Members. If AFT Classification Panel Members believe that there is sufficient information to warrant further review, the request will be forwarded to the Classification Panel for review. Requests for classification review of positions which are involved in a reorganization shall not be sent to the Classification Panel, pending completion of the reorganization pursuant to Section 18.2.3.

18.2.5 The Classification Panel will consist of the District's Director, Employee Relations or designee, two (2) Classification Panel Members appointed by AFT, and the Classification and Compensation Consultant contracted by the District. This panel will conduct interviews with each unit member whose request for classification review has been submitted and not excluded as a result of 18.2.4. The interview shall also include the unit member's immediate supervisor, and may include other managers, or lead/supervisory staff (e.g. department chairs or faculty program directors) as the unit member deems appropriate.

18.2.6 Subsequent to the interview, the Classification Panel will deliberate on each request. The panel will make a finding based upon an agreed upon methodology of job analysis regarding the appropriate classification and/or range of the position(s) submitted for review. If at the time of the interview the panel is unable to make a finding because of insufficient information, the District will provide more detailed information to the panel within ten (10) working days. Three (3) of the four (4) panel members must vote affirmatively for a change to be made to a position. Unit members will be notified of this decision no later than forty-five (45) calendar days of the panel's decision.

18.2.7 The findings of the panel shall be final and shall not be grievable.

18.2.8 The reclassification review and determination shall be completed by and any changes made, effective July 1 of the same year.

### 18.3 Changes in Classification

If it is determined that there are duties assigned to a position that are not appropriate for the current classification, the position will be recommended for a change to an appropriate classification or the inappropriate duties shall be removed from the position.

18.3.1 The President/Vice Chancellor will either adjust the duties to maintain the current classification, or will forward the recommendation to the Board of Trustees for final approval within thirty (30) calendar days of the date of the notice of the Classification Panel's decision. Should the President/Vice Chancellor decide to adjust the duties of the incumbent, the President/Vice Chancellor or designee shall meet with the unit member to discuss the impact and effects of such decision. The unit member has the right to AFT representation at such meeting. The final classification and salary will be approved by the Board of Trustees and be effective July 1 of the same year.

#### 18.4 Impact on Incumbents

18.4.1 When a position is classified to a higher level, an incumbent who has served one (1) year in the position will be reclassified into the higher classification in accordance with the promotional salary rules as defined in Article VI. If the newly classified position is vacant, or if the incumbent is serving in a probationary status, or if the incumbent has not served for one (1) year in the position, it will be filled by the competitive process approved by the District.

18.4.2 When an incumbent's position is reclassified to a lower classification and there is a vacant position in the incumbent's current classification:

1. The incumbent may elect to transfer to such vacant position or,
2. If the incumbent declines the transfer he/she they may move to the position in the lower classification. In this event, the incumbent's base salary will be adjusted to a step in the range in the lower classification that will not result in a loss of pay. If, however, the incumbent's base salary exceeds the maximum salary in the lower classification, the incumbent's base salary will remain fixed at its present level until the maximum salary for the lower classification meets or exceeds the incumbent's fixed salary. Any out-of-class pay or shift differentials will be paid based on the base salary of the new, lower classification, not the adjusted, higher, base salary.

18.4.3 When an incumbent's position is reclassified to a lower classification and there is not a vacant position in the incumbent's current classification, the incumbent will continue to receive his/her their current rate of pay, salary adjustments and step advancements as if he/she they were still in the former classification, until such time that a vacant position in the former classification becomes available. At such time that a vacant position in the incumbent's former classification becomes available, the provisions of Section 18.4.2 of this Article shall apply.

#### 18.5 Salary Range Reallocation Process

18.5.1 A range allocation review may be initiated by the District's Employee Relations Office, the unit member, or the unit member's supervisor or manager, or AFT, when there is reason to believe that there has been a significant change or impact to the assigned work of a significant number of incumbents in the classification. The window period for submitting the range reallocation review request shall be limited to January 1 through the last working day in February of each year. Unit members requesting a review must give a draft of the Request for Reallocation Form to their immediate supervisors no later than the last working day in January to allow for supervisory/management review. This does not preclude further information being submitted as part of the final form. Positions that have been affected by a reorganization of the District shall be reviewed at the time of the reorganization. The completed form shall be submitted to the District's Director, Employee Relations or designee. This form shall be jointly developed with AFT.

18.5.2 Requests for salary range reallocation which do not, in the opinion of the Director, Employee Relations or designee, contain sufficient information to warrant further review or positions involved in a reorganization will be discussed with the AFT Classification Panel Members. If AFT believes that there is sufficient information to warrant further review, the request will be forwarded to the Classification Panel for review. Requests for salary range reallocation review of positions which are involved in a reorganization shall not be sent to the Classification Panel, pending completion of the reorganization pursuant to Section 18.5.1.

18.5.3 The Classification Panel will consist of the District's Director, Employee Relations or designee, two (2) Classification Facilitators appointed by AFT, and the Classification and Compensation Consultant. This panel will conduct interviews with the party who has submitted the request.

18.5.4 Subsequent to the interview, the Classification Panel will deliberate on each request. The panel will issue a finding based upon an agreed upon methodology of job analysis regarding the appropriate range allocation for the classification submitted for review.

18.5.5 The findings of the panel shall be final and shall not be grievable.

## 18.6 Changes in Range Reallocation

Review of recommendations for changes to Range Allocation shall follow the provisions of Section 18.3.

## 18.7 Impact on Incumbents

18.7.1 When a classification is reallocated to a higher range, the incumbent(s) shall be placed on the new range in accordance with the promotional salary rules as defined in Article VI.

18.7.2 If the Panel determines after meeting with the unit member that the position should be downgraded, a subsequent mandatory meeting will be held with the Classification Panel, unit member, supervisor, and next level manager prior to a final decision being rendered.

18.8 New Classifications

In the event that the District creates a new job classification or substantially changes the duties of an existing classification to which this Agreement applies, upon a demand to negotiate, the District and AFT shall meet to negotiate the impacts and effects of this action.

18.9 Abolition of a Vacant Position or Classification

If the District proposes to abolish a vacant position(s) or classification, it shall notify AFT in writing via the Board of Trustees agenda.

## **ARTICLE XIX - SENIORITY, LAYOFF, AND REEMPLOYMENT**

### 19.1 Seniority

Seniority is based on length of continued service with the District as a classified unit member. For the purposes of this Article, "length of service" shall be based upon the unit member's original hire date in classified service.

19.1.1 Seniority is accumulated in any classification in which the unit member holds regular paid status. Unit members who move to an equivalent or higher classification accumulate seniority in that classification, and also continue to accumulate seniority in the former (equivalent or lower) classification. Unit members who move to a lower classification retain their seniority in their former (higher) classification. Higher classification shall be those classifications which have a higher present value salary range allocation.

19.1.2 Seniority shall be accumulated during absences due to illnesses, layoffs, or leaves of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement. Date of service in class and date of employment in the classified service shall be adjusted to reflect any break in service.

### 19.2 Notice of Layoff

Unit members are subject to layoff for lack of work or lack of funds. The District shall notify AFT not less than forty-five (45) calendar days in advance of the effective date of the proposed layoff. The District will provide AFT, without charge, one (1) copy of the affected unit member's seniority listing, including original hire date, original start date within the current job classification, and each unit member's seniority within ~~his/her~~ their job classification no later than thirty (30) days prior to implementation of the layoff process. Notices to unit members shall be in accordance with the statutory requirements in effect at the time that the determination to layoff is made.

### 19.3 Order of Layoff

Any layoff shall be effected within a class. For the purposes of determining the order of layoff within the affected class, "class" shall include the contract months and full time equivalent (FTE) of the position. The order of layoff shall be based on length of service within that class and higher classes throughout the District. A unit member with the least seniority within the class plus higher classes shall be laid off first. In the event that unit members have the same hire date in classification, the District hire date in classified service shall prevail. In the event unit members have the same date of hire in the classified service, a lottery shall determine the order of seniority.

### 19.4 Seniority Shall be Broken for Any of the Following Reasons:

19.4.1 A unit member resigns or quits, except as provided in the Education Code Section 88128.

19.4.2 A unit member is discharged for just cause.

19.4.3 A unit member is laid off for a period longer than thirty-nine (39) consecutive months.

19.4.4 A unit member, after being laid off, fails to accept the offer to return to work within fifteen (15) calendar days and report to work within thirty (30) calendar days after being notified by certified mail by the District.

## 19.5 Bumping Rights

When it becomes necessary to reduce the work force in any classification, classification seniority shall prevail. Seniority shall also be granted by unit member status; that is, restricted status unit members shall be reduced first; then, probationary unit members; and finally, permanent unit members within the classification. In the case of layoff in any classification, the unit member so laid off, in accordance with ~~his/her~~ their classification seniority, may bump any unit member with less classification seniority in the following order:

19.5.1 Lateral classifications with equal FTE and months of service in which the unit member has served in permanent status.

19.5.2 Positions within the current class with less contract months/FTE.

or

Lower classifications where the unit member so laid off has served in permanent status with equal months/FTE.

or

Lower classifications where the unit member so laid off has served in permanent status with less contract months/FTE.

Order of bumping rights shall begin with that position in which ~~his/her~~ their salary placement most closely equals the salary ~~he/she~~ they presently earns and descend in order of closest salary equivalency.

19.5.3 In the event the unit member so laid off has at least five (5) years of classified service with the District and has no bumping rights under ~~19.4(1) or 19.4(2)~~ 19.5.1 or 19.5.2 above, ~~he/she~~ they may bump any unit member with less District seniority in an equal or lower classification within the same job family, when the senior unit member has the minimum qualifications necessary for satisfactory performance in that classification. However, a unit member in a lower classification may not bump a unit member in a higher classification regardless of ~~his/her~~ their seniority.

19.5.4 In the case of a bona fide hardship, a unit member may contact Human Resources within five (5) working days to request the circumstances be reviewed and other placement be considered.

19.6 Job Family Defined (See Appendix [G H-1 & H-2](#) for a more detailed description)

Job family shall mean those classification series such as:

Clerical Assistant; Senior Clerical Assistant; Administrative Technician

Student Services Assistant; Senior Student Services Assistant; Student Services Technician

Account Clerk; Senior Account Clerk; Accounting Technician; Senior Accounting Technician

19.7 Voluntary Demotion or Voluntary Reduction in Hours

Unit members who take voluntary demotions or voluntary reductions in assignment in lieu of layoff shall be, at the unit member's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any reemployment list.

19.8 Rehire

19.8.1 When the District rehires any unit member in any job classification, unit members on layoff from said job classification shall be rehired in reverse order in which they were laid off.

19.8.2 Unit members who have completed a probationary period shall be rehired without having to serve an additional probationary period.

19.9 Unit Member Notification to the District

19.9.1 Unit members are responsible for notifying the District Employment Office of any changes of address in order to assure they will receive timely reemployment offers. Such offers will be sent to the last known address by certified mail. AFT will be included in the notification.

19.9.2 A unit member who is offered reemployment with the District shall have three (3) days to accept or reject the offer. Upon acceptance of reemployment, the unit member shall have two (2) weeks to report for work.

19.9.3 A unit member need not accept the reemployment offer to maintain eligibility on the reemployment list, provided that the unit member notifies the District of the

refusal of reemployment within three (3) days of receipt of the reemployment notice.

19.10 Impact/Effects of Layoff

19.10.1 Laid-off unit members shall continue to receive District-paid medical benefits for ninety (90) days beyond the end of the month in which the layoff is effective.

19.10.2 Unit members subject to layoff shall be authorized to use up to seven (7) days of Personal Necessity Leave prior to the effective date of the layoff in order to seek outside employment.

19.10.3 The District shall utilize laid-off unit members for hourly work to the extent that such unit members are available for hourly employment. Such unit members interested in hourly work must file a letter to that effect.

19.10.4 In the event a layoff has the impact of increasing/changing a unit member's assignment/workload, the following shall apply: a) In the case of a change in assignment causing a unit member to perform duties not in ~~his/her~~ their current classification, the unit member may utilize the provisions of Article XVIII - Classification, Reclassification; b) In the case of increased workload within ~~his/her~~ their classification, the appropriate supervisor/manager shall meet with the affected unit members to discuss expectations for performance under the provisions of Article XVI.

19.10.5 A laid off unit member who applies to fill a posted position which they have not previously held, will be hired in preference over all other new candidates or internal transfers, provided the laid off unit member meets all of the qualifications of the position posting.

The rehired unit member will serve a probationary period of 12 months for a classification not previously held.

A rehired unit member who is terminated during the probationary period is deemed to be on layoff. The time served in the probationary period will be subtracted from the thirty-nine (39) months to which the unit member was originally entitled.

19.11 The provisions of this Article reflect the party's complete and total agreement on the subject of layoff and its effects. The District and the Union fully intend to carry out the applicable requirements of this Article and the Education Code related to layoff. Any applicable requirement of the law that exceeds this Agreement will be met.



## **ARTICLE XX - DISCIPLINE AND DUE PROCESS**

### **20.1 Definitions and Rights**

20.1.1 Within the parameters as set forth in the following Sections of this Article XX, the District shall maintain the right to warn, reprimand, suspend, demote or discharge any unit member only for cause.

20.1.2 Discipline includes written warnings, written reprimands, suspensions without pay, demotions, reduction in step or compensation, or dismissals for cause. Disciplinary procedures must be initiated no later than ninety (90) calendar days following the occurrence or knowledge by the District of said incident. In the case where a unit member demonstrates either continuing or repeated problems, or several infractions which all relate to one of the causes delineated in Section 20.1.6 below, the unit member may be disciplined on all such incidents occurring within a two (2) year period preceding the filing of the notice of cause. Any documentation regarding incidents of misconduct which occurred during this two (2) year period preceding the filing of the notice of cause must have already been placed in the unit member's official personnel file.

All documentation of misconduct resulting in discipline must be placed in the unit member's official personnel file within thirty (30) days of the imposition of the discipline. No reprisal of any kind shall be taken against a unit member based upon materials, which are not in the personnel file in the central Human Resources Office.

No disciplinary action shall be taken for any cause that arose prior to the unit member becoming permanent or for any cause that arose two (2) years before the date of filing of the notice of cause, unless the cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

20.1.3 When problems arise in the performance of assigned duties and responsibilities, the District will make reasonable attempts to assist the unit member in correcting those problems. When discipline is warranted, such discipline shall be:

- a. Administered progressively;
- b. Based upon thorough investigations of allegations of misconduct;
- c. Proportionate to the alleged offense.

Nothing herein shall limit the District's ability to respond to serious offenses by taking action not usually prescribed as an initial step in a progressive discipline process.

20.1.4 Unit members shall be free from disciplinary action without proper regard for due process as defined in this Article and as required by law. The burden of proof shall at all times remain with the District.

20.1.5 A unit member absent from duty without authorized leave for five (5) consecutive working days shall be considered to have voluntarily resigned, and shall be so notified in writing. The affected unit member shall be provided the opportunity to meet with ~~his/her~~ their supervisor if a request for such a meeting is made within five (5) working days of the proof of mailing of the notice. If, after this meeting with ~~his/her~~ their supervisor, the unit member believes that separation from the District was not justified, ~~he/she~~ they shall have the right to request mediation by the State Mediation and Conciliation Service. If the parties fail to reach a mediated agreement, the mediator shall be asked to issue a definitive ruling.

20.1.6 No permanent unit member shall be dismissed or disciplined except for one or more of the following causes:

1. Intentionally falsifying information supplied on District personnel records or any other District records;
2. Absence from assigned District work without reasonable cause and proper authority; or failure to report to District work after leave of absence has expired, or after such leave of absence has been disapproved or revoked and canceled.
3. Threatening, coercing, intimidating, assaulting, or interfering with employees or supervisors at any time, or in any way violating District policies and procedures relating to workplace violence;
4. Unauthorized soliciting or collecting of contributions on District premises;
5. Unauthorized distribution of literature, or written or printed matter in an area of the District not authorized for the public;
6. Misuse or unauthorized removal from District premises of records, equipment, files, documents, or confidential information;
7. Theft or misappropriation of property of employees or of the District;
8. Permanent or chronic physical ailment or defect which, subsequent to the exhaustion of all paid sick leave, incapacitates the unit member from the proper performance of essential job functions even with accommodations;
9. Conviction of a criminal offense involving moral turpitude, which shall be construed to mean any act of baseness, vileness or depravity; or any act contrary to justice and honesty; or any act done with deception, or through corrupt motives. The commission or conviction of certain minor offenses do not fall within the scope of this definition;
10. Negligence or willful misconduct during assigned work hours or on District premises which has caused damage to public property or a waste of District supplies;
11. Incompetence, neglect of duty, or inefficiency in the performance of assigned duties;
12. Solicitation or acceptance for personal use of a fee, gift, or other valuable thing in the course of assigned work in exchange for providing favorable or better treatment than that afforded other persons;

13. Engaging in activity which is a conflict of interest as defined in District policy or state law;
14. Intentional disobedience of a lawful order or directive given by the unit member's supervisor or any other superior with authority to make the order or directive, or insolent behavior that challenges the supervisor's authority or any other supervisor or manager;
15. Sexual or any other unlawful harassment;
16. Disorderly conduct which hinders the regular or normal operation of the District;
17. Off the job misconduct for which a job nexus exists;
18. Making or publishing of false, vicious or malicious statements concerning any District employee, supervisor or manager when such statements are not actually protected by the First Amendment;
19. Any conduct that is not otherwise protected by law and is of such a nature that it causes discredit to the District, or is in conflict with the furtherance of District goals and objectives;
20. Hindering the regular or normal operation of the office or site because of excessive absenteeism from the unit member's District assignment;
21. Performance of District assigned work while under the influence of alcohol or any illegal intoxicants;
22. Violation of any lawful or official District policy, procedure or regulation.

## 20.2 Due Process

- 20.2.1 All permanent unit members shall be provided a pre-disciplinary hearing conducted by the appropriate management employee next in line to the recommending supervisor, prior to implementation of any disciplinary action more severe than a five (5) day suspension.
- 20.2.2 For disciplinary actions of suspension or other loss in compensation or property rights equal to or less than in severity to a five (5) day suspension, the pre-disciplinary hearing process delineated in Sections 20.2.4 and 20.2.5 below may be held after the imposition of the discipline. All of the other provisions of Sections 20.2.4 through 20.2.7 shall still apply in these cases.
- 20.2.3 With the exception of those cases where Section 20.2.2 above applies, all unit members who are either orally or in writing directed not to return to work pending an investigation, or pending the imposition or the possible imposition of discipline, shall be considered to be in paid administrative leave status.
- 20.2.4 Discipline of bargaining unit members after a complaint has been received.

At the point the District initiates disciplinary action against the accused unit member:

The District shall disclose the identity of the complainant to the accused unit member and provide the accused unit member with a copy of any written complaint, and any transcription, if such exists, of any oral complaint.

The District shall provide to the accused unit member the content of any interview (relevant to the investigation) conducted during the course of the investigation, including the identity of those interviewed, and the identity of the District agent(s) who conducted the interview(s).

The District shall inform the accused unit member of ~~his or her~~ their right to union representation.

#### 20.2.5 Notice of Pre-Disciplinary Hearing

In all discipline cases requiring a pre-disciplinary hearing, notice of such discipline shall be made in writing and served upon the unit member in person or by registered or certified mail. The notice shall include the following:

1. A statement of the proposed disciplinary action;
2. A statement of the charges from Section 20.1.6 of this Article upon which the proposed disciplinary action is based;
3. A statement of the facts and evidence upon which the proposed disciplinary action is based;
4. A statement of the unit member's right to review or receive copies of any and all supporting documents or evidence related to the alleged misconduct upon which the proposed disciplinary action is based;
5. A statement of the unit member's right to respond orally or in writing or both;
6. A statement of the unit member's right to have representation at the pre-disciplinary hearing.

#### 20.2.6 Pre-Disciplinary Hearing Timelines

The unit member must respond to the pre-disciplinary notice no later than ten (10) working days after delivery of the written notice. The pre-disciplinary hearing date and time shall be set no sooner than fifteen (15) working days after delivery of the written notice, unless an earlier or later date is mutually agreed upon. After the pre-disciplinary hearing has been concluded and all pertinent facts have been reviewed, the hearing officer shall notify the unit member and ~~his/her~~ their representative in writing of the final decision regarding the recommended discipline within twenty (20) working days of the pre-disciplinary hearing.

If a unit member of the Guild elects to be represented by the Guild in a disciplinary matter, the unit member shall be allowed to have no more than three (3) Guild representatives present during the pre-disciplinary hearing, consisting of the Guild's attorney, Guild President, and Guild site representative or Grievance

Chair. Only one (1) of these Guild representatives will be allowed to be the spokesperson during the hearing.

#### 20.2.7 Final Notice of Discipline

If, subsequent to the pre-disciplinary hearing, it is determined that discipline is to be imposed, a final notice of disciplinary action shall be sent to the unit member by registered or certified mail or personally served upon the unit member. This final notice of disciplinary action shall contain the following:

1. A statement of the exact discipline to be imposed and the effective date(s);
2. A statement of the charges from Section 20.1.6 of this Article upon which the disciplinary action is based;
3. A statement of the facts and evidence upon which the final decision to impose discipline was based;
4. A statement of the unit member's right to appeal the disciplinary action within ten (10) working days from the date of receipt of the final notice of disciplinary action;
5. A separate card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

#### 20.2.8 Appeal of Discipline

Permanent unit members who are deprived of salary or other loss in compensation or property rights as a result of the imposed discipline may appeal the disciplinary decision under Article XXI, Section 21.3.5, Arbitration, of the Grievance Procedure. Nothing herein shall prevent the parties from mutually agreeing to utilize ~~Step IV~~ Step III, Mediation, of Article XXI, prior to ~~Step V~~ Step IV, Arbitration.

#### 20.3 Release of Probationary Employees

A unit member may be summarily discharged during the first twelve (12) months of employment as a regular monthly employee, at the discretion of the District, without recourse to the grievance procedure. Upon a written notice to the unit member from Human Resources (with a copy provided to AFT), no later than 15 days prior to the original probationary completion date, the probationary period may be extended due to absences greater than five (5) consecutive workdays and/or ten (10) nonconsecutive workdays which have occurred during the probationary period and are not an approved discretionary type of leave. Said extension may not exceed the number of days the unit member was absent based on the non-discretionary leaves taken.

## ARTICLE XXI - GRIEVANCE

### 21.1 Definitions

- 21.1.1 A "grievance" is a claim alleging a violation, misapplication, or misinterpretation of a specific provision of this Agreement, exclusive of all other documents.
- 21.1.2 A "grievant" is either a unit member covered by this Agreement or a class of similarly situated unit members or AFT. In the case of multiple grievance claims regarding the same allegation, AFT may select one grievance to be processed, and the decision rendered will be applicable to all claims on the same issue arising from the same set of circumstances.
- 21.1.3 An "immediate supervisor" means the individual who is not a member of the unit and who assigns, reviews, and directs the work of the grieving unit member(s).
- 21.1.4 A "representative of the unit member" shall mean someone selected by the grievant to assist ~~him/her~~ them in presenting and processing ~~his/her~~ their grievance. The representative need not be an AFT representative.
- 21.1.5 "Days" shall mean days during which the District offices are open to the public.
- 21.1.6 A "management representative" shall include any designee as determined by the District.
- ~~21.1.7 A "District grievance form" shall mean the form contained in Appendix C of this Agreement.~~

### 21.2 General Provisions

- 21.2.1 No grievance subject to binding arbitration shall be processed through the Grievance Procedure by any grievant who pursues any other available legal remedy with an agency or judicial body that accepts jurisdiction.

Other matters for which a method of review is provided by law such as claims of discrimination or retaliation under any of the following acts: Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (including the ADA Amendments Act of 2008), the Age Discrimination in Employment Act, the Equal Pay Act, the Occupational Safety and Health Act, the California Occupational Safety and Health Act, the California Fair Employment and Housing Act, the Uniformed Services Employment and Reemployment Rights Act, the Educational Employment Relations Act, or Workers' Compensation; are excluded from this procedure. AFT, however, may file a grievance over an alleged violation, misinterpretation, or misapplication of AFT Rights, as specified in Article III.

- 21.2.2 The District and AFT agree that every effort will be made to settle grievances at the lowest supervisory level possible. Nothing contained herein shall be construed as limiting the right of any grievant to discuss a grievance informally with ~~his/her~~ their immediate supervisor or to have the grievance resolved at any time without the intervention of AFT, provided that the resolution is not inconsistent with the terms and conditions of this Agreement.
- 21.2.3 The filing of a grievance will in no way interfere with the right of the District in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive that does not involve unreasonable danger to the personal health and safety of the unit member or others or is not illegal and/or does not call for an illegal act, the grievant will fulfill or carry out such order, requirement, or other directive, pending the final resolution of the grievance.
- 21.2.4 If the grievance involves unit members with different immediate supervisors, the grievance may be filed at Step II ~~or Step III~~ as appropriate.
- 21.2.5 If the immediate supervisor at Step I does not have the authority necessary to adjust the grievance, the grievance process shall commence at the step where such authority resides.
- 21.2.6 An investigation or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program or other District operation and related work activities of the grieving unit member or other District staff.
- 21.2.7 The grievant shall have the right to be accompanied by a representative at each step. When the grievant is a unit member or class of employees, the grievance cannot be processed at ~~Step V~~ Step IV without the approval of the AFT except as in 21.3.5.1.
- 21.2.8 All materials concerning the unit member's grievance shall be handled with discretion and kept separate from the unit member's personnel file.

### 21.3 Procedures

For purposes of this Section timelines herein may be extended by mutual agreement of the parties. Neither party waives its right to assert timeliness as a defense absent an agreement to mutually extend the timelines.

#### 21.3.1 Step I - Immediate Supervisor

- 21.3.1.1 No later than twenty (20) days after an alleged grievance occurs, or within twenty (20) days of when the grievant could reasonably have known of the occurrence, the unit member shall request a

conference with ~~his/her~~ their immediate supervisor to discuss the grievance. The unit member shall meet with ~~his/her~~ their immediate supervisor to discuss the alleged grievance in an attempt to resolve it.

21.3.1.2 The immediate supervisor shall make ~~his/her~~ their decision regarding the outcome of the above meeting known in writing to the grievant and AFT, if applicable, within ten (10) days of the meeting.

21.3.1.3 If the grievance is not resolved at this level the unit member may proceed to Step II by formally filing a grievance form.

#### 21.3.2 Step II - President/Vice Chancellor

Within ten (10) days of the receipt of the decision in Step I above, the grievant may present the grievance in writing to the President or Vice Chancellor as appropriate within the campus or District Offices. The written statement shall include the grievance form, a summary of the decisions rendered at the previous levels, and a clear, concise statement of the reasons for the appeal to Step II. The President or Vice Chancellor shall meet with the grievant in an attempt to resolve the grievance within ten (10) days of the receipt of such grievance. The President/Vice Chancellor shall provide a written decision to the grievant and AFT, if applicable, within ten (10) days of the meeting. Once a grievance claim under this procedure reaches Step II, neither the scope of the grievance claim, nor the remedy sought, may be expanded at subsequent levels unless mutually agreed to by the parties.

#### 21.3.3 Step IV Step III -Mediation (Optional)

21.3.3.1 If the grievance is not resolved at ~~Step III~~ Step II either party may request mediation. However, both parties must agree to the use of the mediation process. Such request shall be made in writing to the Vice Chancellor, Human Resources within ten (10) days of the ~~Step III~~ Step II decision. Both parties shall be notified when the request for mediation is made.

21.3.3.2 If the use of mediation is agreed to, within ten (10) days of receipt of the request for mediation, the Human Resources Office shall request the services of the California Mediation Service or the Employee Assistance Program, whichever the parties agree is more appropriate.

21.3.3.3 The mediation session shall be scheduled at the earliest date that the mediator is available.



21.3.3.4 The mediator shall meet with the parties in an effort to resolve the grievance. The mediator shall have no authority to impose a settlement upon the parties.

#### 21.3.4 Step V Step IV - Arbitration

21.3.4.1 A grievance that is not settled at ~~Step III~~ Step II or at ~~Step IV~~ Step III, if applicable, may be submitted to Arbitration as provided herein, only if AFT gives written notice to the District of its desire to arbitrate the grievance. Issues relating to matters of discipline including termination will be submitted to advisory arbitration. All other allegations of violation of this Agreement will be submitted to binding arbitration.

The request for arbitration shall be made in writing to the Vice Chancellor, Human Resources within ten (10) days of the ~~Step III~~ Step II decision or within ten (10) days of the completion of the ~~Step IV~~ Step III mediation process.

The appeal shall be submitted to a neutral arbitrator to be selected by the District and the Guild from their agreed upon panel of arbitrators. Once one complete round of the panel has been utilized, the parties shall meet to mutually establish a new panel. Of the remaining three arbitrators on the panel as of the date of this 2017 Agreement (Paul Crost, Edna Francis, Joel Stiglitz) the District will have the right of selection until all three arbitrators have been used at least once. The District may select any one of these three arbitrators multiple times. At such time that each of these three arbitrators have been used at least once, the parties shall meet to mutually establish a new panel.

#### 21.3.5 Appeal of Discipline

A unit member who is appealing discipline subject to the grievance process may file the request for arbitration without the AFT's concurrence. In such case the employee will bear all costs associated with such representation and the District will bear the full cost of the arbitrator and all hearing related costs.

An appeal of discipline (request for advisory arbitration) shall be made in writing to the Vice Chancellor, Human Resources within ten (10) days of the date of the final notice of discipline.

21.3.5.2 The appeal shall be submitted to a neutral arbitrator to be selected by the District and the Guild from their agreed upon panel of arbitrators. Once one complete round of the panel has been utilized, the parties shall meet to mutually establish a new panel.

- 21.3.5.3 The parties will share equally the real costs (after reimbursement for mandated costs) of the fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- 21.3.5.4 Within forty-five (45) calendar days after final submission of the grievance to the arbitrator, he/she they shall present his/her their written decision to the grievant and the District. In the case of issues subject to binding arbitration the decision shall be final and binding upon the parties in the dispute. In the case of issues submitted to advisory arbitration, either the grievant or the District may appeal the advisory decision of the arbitrator to the Board of Trustees within thirty (30) days after receipt of such advisory decision. Thereafter, the Board of Trustees shall make the final decision within forty-five (45) days.
- 21.3.5.5 The arbitrator will have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but will determine only whether or not there has been a violation, misapplication, or misinterpretation of the express provisions of this Agreement in the manner alleged in the grievance. The arbitrator shall have no power to establish salary structures. The decision of the arbitrator will be based solely upon the evidence and arguments presented to him/her them by the parties in the presence of each other and upon arguments presented in briefs. The arbitrator shall not consider any issue raised by the grievant unless it was known by the District in an earlier step of this grievance procedure. The arbitrator shall have no power to render an award on any grievance initiated before the ratification of this Agreement by both parties.

The parties reserve their rights to appeal the arbitrator's decision pursuant to applicable law.

## ARTICLE XXII - SAFETY

- 22.1 The AFT and the District agree that the responsibility for safe working conditions is that of the Board, and the responsibility for the maintenance of safe procedures and practices is that of the employee.
- 22.2 Unit members and AFT representatives shall report in writing any unsafe conditions that exist to the campus designated safety officer and immediate supervisor. The report should include recommendations for remedial steps that may be taken.
- 22.3 It is District policy to encourage unit members to report unsafe conditions. The Administrative Services office at each campus shall send out an email each fall/spring semester identifying the campus safety officer and ~~his/her~~ their contact information. The designated safety officer shall give written response to reports of safety hazards, indicating current disposition and/or corrective action(s) in progress. Responses shall be sent within a reasonable time, permitting investigation, evaluation, and proposed determination.
- 22.4 Unit members shall not be required to work under conditions in which a clear and present danger to their health and safety exists. Employees may be assigned other duties, or to another duty station in cases where a hazard has caused a temporary displacement pending further investigation and/or determination. If the personal health and safety of a unit member or others is in immediate jeopardy, the unit member may relocate to a safer location until the threat has passed. The unit member must notify ~~his/her~~ their supervisor as soon as practical where they have relocated to and describe the situation which gave rise to the relocation.

Complaints from unit members with regard to building/office noise, ventilation, heating, cooling, water leakage, and other similar problems shall be reported to the campus Administrative Services or appropriate Chancellor's Cabinet member.

Federal Office of Safety and Health Administration (OSHA) recommendation for temperature, regardless of business size, for indoor workplaces is the range of 68 to 76 degrees Fahrenheit.

For outdoor workplaces, the District shall comply with current Cal/OSHA's Heat Illness Prevention Standards for unit members within the classifications covered by said regulations. Including providing proper training, adequate water (at least 1 quart per hour, or four 8 ounce portions per hour), access to shade, and cool-down rest periods (minimum 10 minutes net every 2 hours).

The District shall endeavor to take additional safety measures for outdoor workplaces to prevent heat illness when the National Weather Service Heat Index is expected to reach 100°F (or higher) or when a National Weather Service Heat Advisory or Excessive Heat Warning is in effect for the location of a site or campus the unit member is expected to work at. Additional safety measures may include, but are not limited to; reasonable

limitations to exposure, providing cooling zones (or access to indoor facilities with cooling), and allowing additional preventative cool-down rest periods for unit member wishing to prevent overheating.

If problems are not resolved in a reasonable time, unit members may report the problem to the Guild. The District and the Guild shall meet and confer in an attempt to resolve such problems.

The District will endeavor to ensure that each unit member who has direct interaction with the public and/or students will be provided with access to a panic button, or an emergency call button on a District phone, to be used in cases of emergency or threats.

Unit members should refer to the relevant District policies regarding egregious behaviors.

22.5 The District shall provide for the defense of any civil action brought against a unit member as per Government Code section 995 and shall compensate the unit member at the unit member's regular rate of pay for any time required by the District to be spent outside of ~~his/her~~ their regularly assigned workweek related to said litigation.

22.6 Unit members who are required to attend disciplinary hearings shall have the right to representation. The District shall compensate the unit member at the unit member's rate of pay as per this Agreement for any time spent outside of her/his regularly assigned workweek.

#### 22.7 Assault on Unit Members

22.7.1 Unit members shall report to their immediate supervisor and appropriate law enforcement authorities incidents in which they have been attacked, assaulted, battered, or menaced by any person on District property or assigned facilities.

22.7.2 Unit members should consult with the AFT and/or District Human Resources to discuss the policies and procedures which are in place to assist the unit member in this situation, including ensuring continuity in salary and benefits up to the limits currently available.

22.7.3 If absence occurs from such assault or injury, the unit member should file a claim under Workers' Compensation to cover any potential loss in sick leave or salary during the period of recovery.

22.7.4 The unit member concerned shall advance on the salary schedule during such period in accordance with the provisions of the salary schedule.

22.7.5 Unit members should file a claim with Risk Management for any loss, damage, or destruction of clothing or personal property of the unit member as per current District policy and procedures.

- 22.8 The District agrees to provide the appropriate and required safety equipment as determined by OSHA or County Department of Environmental Health standards to unit members necessary for the safe performance of their job duties.
- 22.9 ~~Maintenance & Operations~~ Unit members shall be required to wear appropriate clothing determined by the designated safety officer; otherwise, employees may wear suitable clothing of their own choosing.
- 22.10 The District encourages unit members to participate in the development of training programs related to safety by providing recommendations to the District Classified Employees ~~Staff~~ Professionals Development Committee.
- 22.11 The AFT shall be entitled to have one representative on the District Safety Committee. If the representative has a third shift work schedule, released time will be authorized to provide eight (8) hours sleep time plus travel time before the meeting.
- 22.12 The District agrees to provide a list of all locations where asbestos has been identified at the request of the AFT.
- 22.13 In consideration of potential safety hazard to custodians, the District requires that when shorts are worn, the following provisions be met:
- a. Long pants are the preferable attire, but when warm weather makes the working environment uncomfortable, shorts may be worn. In areas of assignment where shorts are not appropriate due to safety considerations, supervisors may require that long pants be worn.
  - b. Shorts should cover the leg to at least mid-thigh. The garment should fit properly to allow freedom of movement to safely perform the tasks required of the position. The garment should not have tears, fringe, or other defects which could be caught or otherwise interfere with the safe performance of the custodial function.
  - c. The unit member is required to bring a pair of long pants when wearing shorts in case the shorts are determined by the immediate supervisor to provide a safety hazard. Before beginning the work shift, the unit member must have prior approval of the supervisor to wear shorts. Denial shall be based on appropriate safety concerns.

#### 22.14 Ergonomic Standards

The parties agree to commence a collaborative training with the goal of developing ergonomic standards.

#### 22.15 Use and Installation of Video Surveillance Equipment

Recognizing the need to maintain a safe and secure environment, the District and AFT agree that the purpose for the installation of video surveillance cameras on District property is to promote and ensure the safety and security of students, staff, and District property and is not intended for employee discipline. The District and AFT agree that surveillance cameras are not intended to replace or circumvent the supervisory or managerial responsibilities associated with employee supervision, evaluation, and discipline.

Video cameras may only be installed in public spaces that would be considered free speech areas.

If as a result of an independent review of the video recording, unrelated to any type of disciplinary issue, a surveillance camera incidentally records an employee committing a crime or violating a District policy that would generally give rise to disciplinary action, the District may use that video recording as evidence in disciplinary proceedings.

In no case may any video recording be used to initiate or substantiate performance issues.

### **ARTICLE XXIII - CONTRACTING OUT**

Any contracting out of work covered under the provisions of this Agreement must be in accordance with the current provisions of the Education Code. (n.b. Education Code sections 88003.1 and 88004.5)

No later than one hundred eighty (180) days prior to contracting out work, the District shall consult with AFT, and upon a demand to bargain will negotiate any impacts and effects of the decision to contract out. The District shall make a reasonable effort to find suitable positions for unit members affected by this Section. Any resulting layoffs will be handled under the provisions of Article XIX - Seniority, Layoff and Reemployment. Current unit members shall have the opportunity to apply for any of the contracted out positions.

## **ARTICLE XXIV - MAINTENANCE OF OPERATIONS**

It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operation.

AFT agrees that neither AFT, any person acting in its behalf, nor unit members will cause, authorize, engage in, sanction, or instigate, a concerted failure to report for duty, slow-down, a strike, or other concerted action against the District during the term of this Agreement.

AFT agrees it will not cause unit members to, engage in, encourage, or assist in any strike or other concerted action or conduct on the part of other District employee organizations.

AFT agrees it will not cause, engage in, encourage, or assist in any strike or other concerted action or conduct on the part of non-District employee organizations in which the AFT organization or unit members represent themselves in any way as District employees or as acting on behalf of, in connection with, or with the sanction of the San Diego Community College District. AFT further agrees that the AFT organization and unit members will refrain from using, wearing, or displaying any insignia of the District or any of its colleges or organizations, including but not limited to the following: District logo, insignia apparel, pins, buttons, hats, bumper stickers.

Nothing contained in this Agreement shall be construed to restrict or limit the District in its right to seek and obtain judicial relief as it may be entitled to have under law for any violation of this or any other Article, and to take such action as it deems necessary to discipline and/or discharge any unit member for violation of this Article. Unit members shall not be entitled to any wages while engaged in any strike, work stoppage, or other interruption of work.

The District agrees not to require members of this bargaining unit to perform the work of members of other bargaining units except in emergencies relating to the safety of students.



## **ARTICLE XXV - MANAGEMENT RIGHTS**

The District retains and reserves unto itself all powers, rights, and authority, to direct, manage and control to the full extent of the law the San Diego Community College District operations, working force and facilities. Except to the extent limited by the specific and express terms and conditions of this Agreement the rights to consider the merits, necessity or organization of any service or activity provided by law, policy or administrative procedure; to determine the mission of the District; set standards of service and performance; to select, direct and control the District business operations and working force; to hire, classify, assign, promote, transfer, layoff unit members, and discipline unit members for just causes and the right to require unit members to observe written rules and regulations are all vested in the Board of Trustees of the San Diego Community College District. The Board of Trustees may legally delegate or assign any Board rights or responsibilities to management or to such other official persons, divisions, departments and committees as it shall determine appropriate.

## **ARTICLE XXVI - SEVERABILITY AND SAVINGS**

- 26.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- 26.2 The parties shall meet after such written decision by a court, legislative change, or tribunal to negotiate regarding any affected provision(s).

## **ARTICLE XXVII – LABOR/MANAGEMENT MEETINGS**

Consultation meetings between AFT Guild representatives and the District will be convened on a regular basis, but at intervals no greater than six (6) weeks unless both parties agree there are no agenda items. The purpose of these meetings will be to exchange information and resolve matters related to the administration of the Agreement as well as matters outside the scope of representation. Participants in the meetings shall include the Chancellor, or designee, the AFT Guild President, or designee, and such other representatives as either shall appoint. The number of other representatives at each meeting shall be mutually agreed upon by the District and the Guild.

## **ARTICLE XXVIII - DURATION AND CONDITIONS**

- 28.1 Any individual agreement between the District and individual unit member within the representational unit of this Agreement heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual agreement contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 28.2 This Agreement shall supersede any rules, regulations, or practices of the District which are or may be in the future contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the District.
- 28.3 For the duration of this Agreement, the Guild and the District shall not be obligated to meet and negotiate with respect to any subject or matter, except those articles in the Agreement which specifically call for meeting and negotiating.
- 28.4 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 28.5 The duration of this Agreement shall be from ~~July 1, 2017 through June 30, 2020~~ December 1, 2020 through June 30, 2023 (except as provided below).
- 28.6 It is the intent of the parties to reach agreement on a successor Resource Allocation Formula (RAF) agree and to amend this Agreement as necessary to implement the economic improvements (if any) from the Resource Allocation Formula. Any economic improvements will be paid from the resource allocation formula, which is incorporated herein as a sub-section of this Agreement (INSERT LINK TO NEW RAF HERE once established). Absent a successor RAF agreement, the parties agree to re-open negotiations regarding compensation and benefits commencing July 1, 2020, July 1, 2021, and July 1, 2022. These negotiations shall include the truing-up of any previous RAF allocations and/or expenditures.

**AFT Classified Professionals Salary Schedule**  
**Effective January 1, 2020**

Range	A	B	C	D	E	F	G	H	I	J	K	L
1	\$2,473.32	\$2,596.98	\$2,726.84	\$2,863.18	\$3,006.33	\$3,156.65	\$3,314.48	\$3,440.43	\$3,560.85	\$3,685.48	\$3,814.47	\$3,947.98
2	\$2,500.58	\$2,625.61	\$2,756.89	\$2,894.74	\$3,039.47	\$3,191.45	\$3,351.02	\$3,478.36	\$3,600.10	\$3,726.11	\$3,856.53	\$3,991.50
3	\$2,531.57	\$2,658.14	\$2,791.05	\$2,930.59	\$3,077.13	\$3,230.99	\$3,392.53	\$3,521.45	\$3,644.69	\$3,772.26	\$3,904.30	\$4,040.94
4	\$2,561.30	\$2,689.37	\$2,823.83	\$2,965.02	\$3,113.28	\$3,268.94	\$3,432.39	\$3,562.81	\$3,687.51	\$3,816.58	\$3,950.16	\$4,088.42
5	\$2,588.56	\$2,717.99	\$2,853.88	\$2,996.58	\$3,146.41	\$3,303.72	\$3,468.91	\$3,600.73	\$3,726.75	\$3,857.19	\$3,992.20	\$4,131.92
6	\$2,626.97	\$2,758.33	\$2,896.23	\$3,041.06	\$3,193.10	\$3,352.75	\$3,520.40	\$3,654.17	\$3,782.07	\$3,914.44	\$4,051.45	\$4,193.25
7	\$2,665.38	\$2,798.65	\$2,938.59	\$3,085.52	\$3,239.80	\$3,401.78	\$3,571.87	\$3,707.61	\$3,837.37	\$3,971.68	\$4,110.69	\$4,254.57
8	\$2,706.28	\$2,841.59	\$2,983.67	\$3,132.85	\$3,289.50	\$3,453.97	\$3,626.66	\$3,764.48	\$3,896.24	\$4,032.61	\$4,173.75	\$4,319.82
9	\$2,750.89	\$2,888.43	\$3,032.85	\$3,184.50	\$3,343.71	\$3,510.90	\$3,686.45	\$3,826.54	\$3,960.46	\$4,099.08	\$4,242.55	\$4,391.03
10	\$2,796.73	\$2,936.57	\$3,083.40	\$3,237.58	\$3,399.46	\$3,569.42	\$3,747.90	\$3,890.32	\$4,026.47	\$4,167.40	\$4,313.26	\$4,464.23
11	\$2,851.26	\$2,993.83	\$3,143.51	\$3,300.68	\$3,465.72	\$3,639.00	\$3,820.95	\$3,966.15	\$4,104.97	\$4,248.64	\$4,397.34	\$4,551.24
12	\$2,898.35	\$3,043.26	\$3,195.42	\$3,355.19	\$3,522.95	\$3,699.10	\$3,884.06	\$4,031.66	\$4,172.76	\$4,318.81	\$4,469.97	\$4,626.42
13	\$2,956.58	\$3,104.40	\$3,259.63	\$3,422.62	\$3,593.74	\$3,773.43	\$3,962.11	\$4,112.66	\$4,256.61	\$4,405.59	\$4,559.79	\$4,719.37
14	\$3,013.59	\$3,164.26	\$3,322.48	\$3,488.60	\$3,663.03	\$3,846.18	\$4,038.49	\$4,191.95	\$4,338.67	\$4,490.52	\$4,647.69	\$4,810.36
15	\$3,080.50	\$3,234.52	\$3,396.25	\$3,566.06	\$3,744.36	\$3,931.58	\$4,128.16	\$4,285.03	\$4,435.00	\$4,590.23	\$4,750.89	\$4,917.17
16	\$3,154.85	\$3,312.59	\$3,478.22	\$3,652.12	\$3,834.73	\$4,026.47	\$4,227.79	\$4,388.45	\$4,542.05	\$4,701.02	\$4,865.55	\$5,035.85
17	\$3,224.24	\$3,385.45	\$3,554.73	\$3,732.45	\$3,919.08	\$4,115.04	\$4,320.79	\$4,484.97	\$4,641.96	\$4,804.42	\$4,972.57	\$5,146.62
18	\$3,309.74	\$3,475.23	\$3,648.99	\$3,831.44	\$4,023.01	\$4,224.16	\$4,435.36	\$4,603.90	\$4,765.04	\$4,931.82	\$5,104.43	\$5,283.09
19	\$3,394.01	\$3,563.70	\$3,741.88	\$3,928.98	\$4,125.42	\$4,331.70	\$4,548.28	\$4,721.12	\$4,886.36	\$5,057.38	\$5,234.39	\$5,417.59
20	\$3,489.41	\$3,663.88	\$3,847.09	\$4,039.44	\$4,241.40	\$4,453.47	\$4,676.15	\$4,853.84	\$5,023.72	\$5,199.55	\$5,381.53	\$5,569.89
21	\$3,588.55	\$3,767.96	\$3,956.37	\$4,154.18	\$4,361.91	\$4,579.99	\$4,808.99	\$4,991.73	\$5,166.44	\$5,347.27	\$5,534.42	\$5,728.13
22	\$3,692.64	\$3,877.26	\$4,071.13	\$4,274.69	\$4,488.42	\$4,712.84	\$4,948.48	\$5,136.52	\$5,316.31	\$5,502.38	\$5,694.96	\$5,894.28
23	\$3,810.35	\$4,000.87	\$4,200.91	\$4,410.96	\$4,631.50	\$4,863.07	\$5,106.24	\$5,300.28	\$5,485.78	\$5,677.78	\$5,876.51	\$6,082.18
24	\$3,929.31	\$4,125.77	\$4,332.06	\$4,548.67	\$4,776.09	\$5,014.91	\$5,265.65	\$5,465.74	\$5,657.04	\$5,855.04	\$6,059.96	\$6,272.06
25	\$4,055.70	\$4,258.48	\$4,471.40	\$4,694.98	\$4,929.72	\$5,176.22	\$5,435.02	\$5,641.56	\$5,839.01	\$6,043.37	\$6,254.89	\$6,473.81
26	\$4,188.29	\$4,397.69	\$4,617.58	\$4,848.46	\$5,090.89	\$5,345.44	\$5,612.70	\$5,825.99	\$6,029.89	\$6,240.95	\$6,459.38	\$6,685.45
27	\$4,334.51	\$4,551.23	\$4,778.79	\$5,017.73	\$5,268.61	\$5,532.06	\$5,808.65	\$6,029.38	\$6,240.41	\$6,458.83	\$6,684.89	\$6,918.86
28	\$4,499.31	\$4,724.28	\$4,960.49	\$5,208.51	\$5,468.94	\$5,742.38	\$6,029.50	\$6,258.63	\$6,477.68	\$6,704.40	\$6,939.05	\$7,181.91
29	\$4,666.60	\$4,899.93	\$5,144.93	\$5,402.17	\$5,672.27	\$5,955.89	\$6,253.69	\$6,491.33	\$6,718.52	\$6,953.67	\$7,197.05	\$7,448.95
30	\$4,846.28	\$5,088.58	\$5,343.01	\$5,610.16	\$5,890.66	\$6,185.20	\$6,494.46	\$6,741.26	\$6,977.20	\$7,221.40	\$7,474.15	\$7,735.74
31	\$5,035.86	\$5,287.65	\$5,552.03	\$5,829.63	\$6,121.12	\$6,427.18	\$6,748.53	\$7,004.98	\$7,250.15	\$7,503.90	\$7,766.54	\$8,038.37
32	\$5,242.79	\$5,504.93	\$5,780.18	\$6,069.19	\$6,372.65	\$6,691.28	\$7,025.84	\$7,292.82	\$7,548.07	\$7,812.25	\$8,085.68	\$8,368.68
33	\$5,459.65	\$5,732.63	\$6,019.26	\$6,320.22	\$6,636.23	\$6,968.03	\$7,316.44	\$7,594.47	\$7,860.27	\$8,135.38	\$8,420.13	\$8,714.83
34	\$5,693.84	\$5,978.54	\$6,277.45	\$6,591.33	\$6,920.90	\$7,266.95	\$7,630.29	\$7,920.24	\$8,197.45	\$8,484.36	\$8,781.32	\$9,088.66
35	\$5,944.37	\$6,241.59	\$6,553.67	\$6,881.36	\$7,225.42	\$7,586.69	\$7,966.02	\$8,268.73	\$8,558.14	\$8,857.67	\$9,167.70	\$9,488.56

Effective 1/1/2020: 2.4884% across the board Increase

## AFT OFFICE-TECHNICAL

<u>CLASSIFICATION TITLES</u>	<u>RANGE</u>	
ABSO Revenue Control Assistant	19	
Account Clerk	15	
Account Clerk, Senior	19	
Accounting Technician	21	
Accounting Technician, Senior	23	
Acquisition Accounting Technician	20	
Acquisition Accounting Technician, Senior	23	
<del>Administrative Assistant I</del>	13	
<del>Administrative Assistant I / Instructional</del>	13	
<del>Administrative Assistant II</del>	16	
<del>Administrative Assistant III</del>	18	
<del>Administrative Assistant IV</del>	21	
<del>Administrative Secretary</del> <del>Administrative Assistant V</del>	22	
Administrative Technician	22	
Assistant Buyer	25	(P)
Bookstore Posting Clerk	12	
Bookstore Sales Clerk	11	
Bookstore Sales Clerk, Assistant	6	
Broadcast Engineer	26	
Broadcast Operations Specialist	21	
Broadcast Operations Specialist, Lead	26	
<del>Clerical Assistant</del> (Moved above to <del>Administrative Assistant I</del> )	13	
<del>Clerical Assistant / Instructional</del> (Moved above to <del>Administrative Assistant I / Instructional</del> )	13	13
<del>Clerical Assistant, Senior</del> (Moved above to <del>Administrative Assistant III</del> )	18	
Computer Operator	16	
Computer Operator, Lead	19	
Computer Operator, Senior	17	
Curriculum Technician	21	
Desktop Publishing Clerk	16	
Digital Color Assistant	19	
Digital Color Technician	21	
District Microcomputer Specialist	27	
District Network Specialist	30	
District Office Accounting Specialist	27	(P)
Enterprise Network Specialist	32	
Evaluator	23	
Graphic Artist / Photographer	21	
Help Desk Specialist	19	
Human Resource Assistant	21	
Human Resources Technician	23	(A)
Information Booth Attendant	6	
Instructional Assistant / ABE	16	

Instructional Assistant / Appliance/Refrigeration Repair	19	
Instructional Assistant / Art	18	
Instructional Assistant / Auto Body / Paint	19	
Instructional Assistant / Auto Mechanics	19	
Instructional Assistant / Auto Upholstery	19	
Instructional Assistant / Aviation	19	
Instructional Assistant / Brain Injury Program	20	
Instructional Assistant / Child Development	16	
Instructional Assistant / Commercial Printing	19	
Instructional Assistant / Computer Science	18	
Instructional Assistant / Cosmetology	16	
Instructional Assistant / Court Reporting	18	
Instructional Assistant / Data Processing	16	
Instructional Assistant / Deaf Students	18	
Instructional Assistant / Developmental Learning Program	20	
Instructional Assistant / Electronic Assembly	18	
Instructional Assistant / Electronics	18	
Instructional Assistant / ESL	16	
Instructional Assistant / Graphics	19	
Instructional Assistant / Landscape Construction	18	
Instructional Assistant / Learning Resources	18	
Instructional Assistant / Machine Shop	19	
Instructional Assistant / Music	18	
Instructional Assistant / Nursing	18	
Instructional Assistant / Office Systems	18	
Instructional Assistant / Photography	18	
Instructional Assistant / Physical Science	18	
Instructional Assistant / Power Sewing	18	
Instructional Assistant / Sheet Metal - Pipefitting	19	
Instructional Assistant / Stamp Maker	16	
Instructional Assistant / Steel Fabrication	19	
Instructional Assistant / Welding	19	
Instructional Lab Technician / Animal Health	23	
Instructional Lab Technician / Art Gallery	23	
Instructional Lab Technician / Auto Mechanics	23	
Instructional Lab Technician / Aviation	23	
Instructional Lab Technician / Biology	23	
Instructional Lab Technician / Chemistry	23	
Instructional Lab Technician / Child Development	23	
Instructional Lab Technician / Computer Science	23	(1)
Instructional Lab Technician / Dental Health	23	
Instructional Lab Technician / Electronics	23	
Instructional Lab Technician / Environmental Control	23	
Instructional Lab Technician / Learning Resources	23	
Instructional Lab Technician / Library Services	23	
Instructional Lab Technician / Machine Shop	23	
Instructional Lab Technician / Media Production	23	
Instructional Lab Technician / Nursing Education	23	

Instructional Lab Technician / Photography	23	
Instructional Lab Technician / Physical Science	23	
Instructional Lab Technician / Physics - Astronomy	23	
Instructional Lab Technician / Trades	23	
Instructional Design Coordinator	33	(P)
Interpreting Services Lead Technician	23	(4)
Mail Clerk	9	
Media Clerk	13	
Media Clerk, Senior	16	
Media Technician	20	
Medical Office Assistant	18	
Multi-Media Technician	22	
Network Specialist	25	(2)
Non-Textbook Buyer	19	
Offset Press Technician	19	
Payroll Assistant	19	
Payroll Technician	21	
Payroll Technician, Senior	23	
Police Communications Dispatcher	19	(3,a)
Police Communications Lead Dispatcher	23	(4,a)
Prerequisite Evaluator	21	
Production Services Assistant	14	
Production Services Assistant, Lead	17	
Program Support Technician	23	
Research Associate	28	
<del>Secretary</del> (Moved above to <u>Administrative Assistant II</u> )	16	
<del>Secretary, Senior</del> (Moved above to <u>Administrative Assistant IV</u> )	21	
Sign Language Interpreter	19	(3)
Sign Language Interpreter, Senior	24	(5)
Software Technician	21	
Student Assistance Technician - EOPS	21	
Student Assistance Technician - Financial Aid	23	
Student Services Assistant	16	
Student Services Assistant, Senior	19	
Student Services Technician	23	
Student Systems Support Technician	24	
Telephone Operator	11	
Telephone Specialist	27	
Textbook Buyer	23	
Textbook Buyer Assistant	18	
Web Designer	29	(P)
Web Designer / Programmer	34	

NOTES:

- (a) Additive (5%) provided to all Dispatchers regardless of shift assignment effective 07/01/05
- (P) Classification from Supervisory & Professional unit per Feb. 2007 PERB settlement
- (A) Classification from Association of Confidential Employees unit per Feb. 2007 PERB settlement



- (1) Does not reflect the market adjustment additive which is Range 27
- (2) Does not reflect the market adjustment additive which is Range 30
- (3) Does not reflect the market adjustment additive which is Range 26
- (4) Does not reflect the market adjustment additive which is Range 29
- (5) Does not reflect the market adjustment additive which is Range 33

**APPENDIX AB-2**

**MAINTENANCE & OPERATIONS**

<b><u>CLASSIFICATION TITLES</u></b>	<b><u>RANGE</u></b>
Alarm Maintenance Technician	M
Athletic Equipment Attendant	13
Athletic Groundskeeper	18
Athletic Trainer	31
Buildings & Grounds Trades Coordinator	33
Custodial Crew Leader	21
Custodian	13
Delivery Driver	(*) E
Electrician I	29
Electrician II	32
Energy Management Computing Systems Operator	34
Equipment Maintenance Specialist	33
Equipment Repair Technician II	31
Gardener-Groundskeeper	21
Grounds Crew Leader	29
HVAC Mechanic	29
HVAC Technician	32
Irrigation Technician	25
Locksmith	25
Machinist	31
Maintenance Trades Person / Building and Grounds	31
Maintenance Worker / HVAC Electrical	25
Material Control Specialist	20
Painter I	25
Painter II	29
Planner Scheduler	31
Plumber I	29
Plumber II	32
Pool Attendant	13
Senior Custodial Crew Leader	29
Senior Material Control Specialist	24
Stock Clerk I	20
Stock Clerk II	24
Technology Repair & Support Technician	31
Theatre Technician	25
Tree Maintenance Gardener	I
Utility Worker	24

Vehicle Mechanic I	29
Vehicle Mechanic II	32

NOTES: (\* ) +5% additive for hazardous duty for positions which regularly transport money/checks.

**FOOD SERVICE**

<b><u>CLASSIFICATION TITLES</u></b>	<b><u>RANGE</u></b>
Food Service Worker	1
Senior Food Service Worker	13
Food Service Stock Clerk	13
Lead Food Service Worker	21
Senior Food Service Stock Worker	21



**SAN DIEGO COMMUNITY COLLEGE DISTRICT**

**RESOURCE ALLOCATION FORMULA (RAF)**

**FOR**

**COLLECTIVE BARGAINING**

***Click here for link to current RAF Agreement***

**PERFORMANCE APPRAISAL REPORT FORM**  
**CLASSIFIED STAFF PROFESSIONAL UNIT MEMBERS**  
*Unit Member Self Appraisal*

*Refer to the Performance Appraisal Criteria & Definitions Guide (pages C-5 and C-6) for an explanation of each criterion listed below.*

**Quality of work**

**Judgment**

**Attitude**

**Working Relationships**

**Reliability**

**Job Duties for the functional area (i.e. student services, accounting, instructional services):** *Identify and evaluate each major job duty or responsibility. For this portion of the rating, refer to the district classification description (examples of duties and knowledge, skills and abilities) and, if available, the desk description for this position.*

**Overall Evaluation:**

- ( ) **Exceeds standards** - the performance is so successful that special note should be made.
- ( ) **Meets Standards** - Performance is at or above the minimum standards. This level is what the majority of unit members perform and is what one would expect from competent unit members.
- ( ) **Needs Improvement** - Performance is below standard and the unit member must fulfill the recommendations delineated on the development plan in order to become competent.

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

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

\_\_\_\_\_  
Manager Signature

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

\_\_\_\_\_  
Unit Member Signature

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

**PERFORMANCE APPRAISAL REPORT FORM  
CLASSIFIED STAFF PROFESSIONAL UNIT MEMBERS**

**Supervisor/Manager Appraisal**

*Refer to the Performance Appraisal Criteria & Definitions Guide (pages C-5 and C-6) for an explanation of each criterion listed below.*

**Quality of work**

**Judgment**

**Attitude**

**Working Relationships**

**Reliability**

**Job Duties for the functional area (i.e. student services, accounting, instructional services):** *Identify and evaluate each major job duty or responsibility. For this portion of the rating, refer to the district classification description (examples of duties and knowledge, skills and abilities) and, if available, the desk description for this position.*

**Overall Evaluation:**

- ( ) **Exceeds standards** - the performance is so successful that special note should be made.
- ( ) **Meets Standards** - Performance is at or above the minimum standards. This level is what the majority of unit members perform and is what one would expect from competent unit members.
- ( ) **Needs Improvement** - Performance is below standard and the unit member must fulfill the recommendations delineated on the development plan in order to become competent.

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

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

\_\_\_\_\_  
Manager Signature

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

\_\_\_\_\_  
Unit Member Signature

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



**Performance Appraisal Criteria & Definitions Guide**  
**Classified Staff Professional Unit Member**

Employee Performance Criteria

Unit member performance criteria are defined below. ***These are only to be considered examples and evaluation is not limited to these suggestions.*** Each criterion should be checked in relation to the individual unit member's duties and responsibilities. Do not assume that all factors are of equal importance. Each criterion's degree of importance will vary according to the requirements of the unit member's job. The unit member should be made aware of these requirements. Performance not falling within levels described below should be rated as "needs improvement" with specific written guidance as to what can be done to improve performance.

**Quality of Work**

The degree of excellence of the work performed over the entire rating period. In rating this criterion, attention should be paid to the consequences of work that is not of good quality.

<b>Meets Standards</b>	<b>Exceeds Standards</b>
Work is neat, accurate, thorough, on time and acceptable. Work needs to be redone only on occasion. Impact of errors or work needing to be redone are minimal. It does not negatively affect the efforts of others. It reflects well upon the department or District.	Consistently high standards in accuracy and thoroughness. Completes multiple, complex projects on time or ahead of time.

**Judgment**

The quality of decisions, the nature depending upon the degree of responsibility assigned to the position.

<b>Meets Standards</b>	<b>Exceeds Standards</b>
Usually makes consistent and reliable judgments and decisions. These judgments have a positive effect on the quantity and quality of the work produced as well as on the work of others. Appropriately refers to the supervisor only those decisions that require higher level action. Bases decisions on analysis of information available.	Consistently makes sound decisions even on complex issues. Actively seeks input from parties involved and goes the "extra mile" to obtain data. Anticipates problems. Incisive thinker. Seeks pertinent information and considers various options /viewpoints. Independently seeks additional information for own use or supervisor's use in resolving problems or making decisions.

**Attitude**

The degree of willingness a unit member exhibits when given responsibility and the manner in which the responsibility is carried out.

<b>Meets Standards</b>	<b>Exceeds Standards</b>
<p>Readily accepts responsibility for job assignments. Cooperates with supervisor, peers and the people for whom <del>s/he</del> <u>they</u> provides service. Unit member accepts responsibility for <del>his/her</del> <u>their</u> mistakes. Consistently complies with applicable rules and regulations. Accepts new ideas but may need to be convinced or persuaded.</p>	<p>Excellent in cooperation. Welcomes new ideas, generates them independently. Volunteers to be helpful and of assistance to others. Is enthusiastic. Takes initiative in accomplishing department goals. Demonstrates creativity in problem solving and offers a variety of possible solutions.</p>

**Working Relationships**

This only reflects on those contacts that are a regular part of the unit member’s assigned duties and indicates the ability to effectively establish and maintain productive working relationships with peers, co-workers, and other employees with whom the unit member has contact. It does not apply to the unit member’s personal popularity or lack of it.

<b>Meets Standards</b>	<b>Exceeds Standards</b>
Treats everyone with respect and fairness irrespective of job classification. Shares recognition. Listens well. Participates in team discussions to share information or problem solve but may have to be asked. Keeps relevant team members informed. Seeks input from team members.	Especially adept at establishing and maintaining productive working relationships. Suggests ways to share workload based on abilities/talents. Places welfare of the team and the solutions of problems over self-interests. Seeks rapport. Volunteers in some discussions. Demonstrates flexibility.

**Reliability**

Reflects dependability in attendance and punctuality.

<b>Meets Standards</b>	<b>Exceeds Standards</b>
Prudent use of available leaves. Reliable attendance and punctuality; on time to work; regularly returns from breaks and lunch in a timely manner. Requests for leaves are planned in conjunction with office workload.	Employee has an excellent attendance record and rarely misses work for unscheduled absences. Is rarely late arriving or returning to work.

**The purpose and intent of the evaluation process is to promote professional growth and to provide constructive feedback regarding the unit member’s job performance. The questions below may be utilized by the supervisor and unit member being evaluated in order to develop constructive dialogue during the evaluation process.**

1. What accomplishments demonstrate continuous improvement, quality customer service, team behavior?
2. What are your professional and/or personal goals for the next six (6) months? *(Optional)*
3. Are there any barriers preventing you from completing your job effectively?
4. What helps you get your job done in an efficient manner?
5. Are there problems facing the team right now?
6. What do you enjoy most about your job?
7. What do you enjoy least about your job?

8. What can I do to support you better?
  
9. Are there any other concerns or issues you'd like to discuss with me at our meeting?

**“FLEX” SCHEDULED  
Part-Time Classified Contract Positions  
Scheduling Guideline**

This chart is intended to help managers and supervisors schedule unit members who work a “flex” schedule and to ~~insure~~ ensure that those unit members are compensated for holidays and actual hours worked in accordance with the collective bargaining agreement. Note that this chart is only a guide, and if a holiday falls on a day when a unit member is scheduled to work more or less than eight hours, the unit member is entitled to that exact number of scheduled hours to be deducted from ~~his/her~~ their scheduled work year.

<b>12-Month Positions (15 Holidays)</b>			
FTE	Annual Paid Hours (1)	Annual Holiday Hours (2)	Actual Assigned Work Hours (Col. 1-Col. 2)
1.00	2080	120	1960
.75	1560	90	1470
.50	1040	60	980
.45	936	54	882
.40	832	48	784
.375	780	45	735
<b>11-Month Positions (15 Holidays)</b>			
FTE	Annual Paid Hours (1)	Annual Holiday Hours (2)	Actual Assigned Work Hours (Col. 1-Col. 2)
1.00	1907	120	1787
.75	1430	90	1340
.50	953	60	893
.45	858	54	804
.40	763	48	715
.375	715	45	670
<b>10-Month Positions (14 Holidays)</b>			
FTE	Annual Paid Hours (1)	Annual Holiday Hours (2)	Actual Assigned Work Hours (Col. 1-Col. 2)
1.00	1733	112	1621
.75	1300	84	1216
.50	867	56	811
.45	780	50	730
.40	693	45	649
.375	650	42	608

NOTE: VACATION HOURS ARE INCLUDED IN THE “ACTUAL” ASSIGNED WORK HOURS

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into by the **AFT GUILD, LOCAL 1931, AMERICAN FEDERATION OF TEACHERS ("AFT")** and the **SAN DIEGO COMMUNITY COLLEGE DISTRICT ("SDCCD")**. The parties intend to resolve all disputes regarding the payment of "double-time" compensation to unit members in the Office/Technical unit for services performed in the District Payroll Department in connection with the conversion of District computer software to the Colleague program and related activities, on Saturdays during the 2005-2006 and 2006-2007 academic years.

The parties agree as follows:

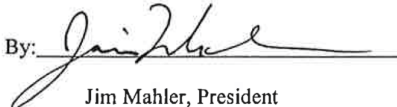
1. Overtime pay will continue to be subject to the terms of Section 5.14 of the collective bargaining agreement, as it may be modified by collective bargaining.
2. Unit members assigned to the District Payroll Department will not be required by the District to work overtime on Saturdays, except in cases of emergency. Examples of emergencies include but are not limited to payroll system failure, power outage or natural disasters. A bargaining unit member in the Department may work overtime on Saturdays on a voluntary basis following request of management based upon workload needs.
3. In the event that a specific non-emergency project makes it operationally advantageous for District employees in the Payroll Department to work overtime on Saturday, and the District wishes to pay unit members compensation for the overtime in excess of the compensation called for in the collective bargaining agreement, the District will notify the AFT in advance and, upon timely request, meet and negotiate regarding the proposed additional compensation.
4. The parties acknowledge that the District has decided to add a new payroll technician and a new payroll assistant position in the Payroll Department beginning on or after July 1, 2007. The existence or filling of these two positions may or may not continue, as determined by the District, and nothing about this provision will be interpreted as committing the District to a particular staffing level or as otherwise precedent-setting.
5. Except as specifically provided herein, nothing in this MOU will be interpreted as evidence or establishment of any practice or policy beyond its specific terms. This MOU is not precedent-setting.
6. The District and the AFT agree that this MOU settles all grievances and other claims arising from or related to the payment of compensation for work performed by unit members assigned to the Payroll Department on Saturdays prior to the date of execution of this Agreement.

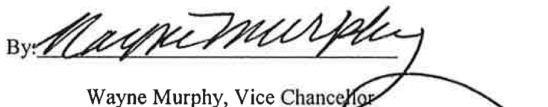
Dated: 6/8/07

Dated: 6/8/07

AFT GUILD, LOCAL 1931  
AMERICAN FEDERATION OF TEACHERS

SAN DIEGO COMMUNITY  
COLLEGE DISTRICT

By:   
Jim Mahler, President  
AFT Guild, Local 1931

By:   
Wayne Murphy, Vice Chancellor  
Human Resources

**SAN DIEGO COMMUNITY COLLEGE DISTRICT**  
**REQUEST FOR TEMPORARY SCHEDULE CHANGE**

**INSTRUCTIONS: PLEASE PREPARE ONE COPY AND SUBMIT TO YOUR SUPERVISOR AND/OR MANAGER FOR CONSIDERATION. THIS FORM IS FOR SITE AUDIT AND WILL NOT BE SENT TO PAYROLL.**

UNIT MEMBER NAME: (LAST, FIRST, MIDDLE)				LOCATION NAME/DEPARTMENT:			
POSITION TITLE:				REASON FOR TEMPORARY SCHEDULE CHANGE:			
<b>PROPOSED SCHEDULE:</b>							
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
REQUESTED DATE(S)/TIME FOR TEMPORARY SCHEDULE CHANGE:							

**UNIT MEMBER'S SIGNATURE**                      **DATE**  
*(I acknowledge that the above request is a temporary, non-regular, non-reoccurring request, allowing me to work more than eight (8) hours one day, but less on another, however in no event more than forty (40) hours in one week.*

**MANAGER'S/SUPERVISOR'S SIGNATURE**    **DATE**

JOB FAMILIES  
AFT / OFFICE - TECHNICAL UNIT

(as of June 30, 2014)

ACCOUNTING / PAYROLL (ACCT)	CLERICAL / SECRETARIAL (CLER)	STUDENT SERVICES (STSR)
District Office Accounting Specialist 27	Program Support Technician 23	Student Systems Support Technician 24
Senior Payroll Technician 23	Human Resources Technician 23	Student Services Technician 23
Senior Acquisition Accounting Technician 23	Administrative Technician 22	Student Assistant Technician / Financial Aid 23
Senior Accounting Technician 23	<del>Administrative Secretary</del> <u>Administrative Assistant V</u> 22	Evaluator 23
Payroll Technician 21	<del>Senior Secretary</del> <u>Administrative Assistant IV</u> 21	Student Assistant Technician / EOPS 21
Accounting Technician 21	Human Resources Assistant 21	Prerequisite Evaluator 21
Acquisition Accounting Technician 20	<del>Senior Clerical Assistant</del> <u>Administrative Assistant III</u> 18	Curriculum Technician 21
Senior Account Clerk 19	Medical Office Assistant 18	Senior Student Services Assistant 19
Payroll Assistant 19	Instructional Assistant / Office Systems 18	Student Services Assistant 16
ABSO Revenue Control Assistant 19	Lead Production Services Assistant 17	
Account Clerk 15	Desktop Publishing Clerk 16	<b>POLICE (POLI)</b>
Bookstore Posting Clerk 12	Instructional Assistant / Data Processing 16	Police Communications Lead Dispatcher 23
Bookstore Sales Clerk 11	<del>Secretary</del> <u>Administrative Assistant II</u> 16	Police Communications Dispatcher 19
Assistant Bookstore Sales Clerk 6	Production Services Assistant 14	
<b>BOOKSTORE BUYERS</b>	<del>Clerical Assistant</del> <u>Administrative Assistant I</u>	



<b>(BOOK)</b>	13	
Assistant Buyer 25	<del>Clerical Assistant</del> <u>Administrative Assistant I</u> / Instructional 13	
Textbook Buyer 23	Telephone Operator 11	
Non-Textbook Buyer 19	Mail Clerk 9	
Assistant Textbook Buyer 18	Information Booth Attendant 6	

JOB FAMILIES  
AFT / OFFICE - TECHNICAL UNIT

(as of June 30, 2014)

<b>OFFSET PRESS (PRES)</b>	<b>INTERPRETER (INTR)</b>	<b>OTHER / PARA-PROFESSIONAL (PARA)</b>
Digital Color & Offset Technician 19	Senior Sign Language Interpreter 24	Instructional Design Coordinator 33
Offset Press Technician 19	Interpreting Services Lead Technician 23	Research Associate 28
Instructional Assistant / Commercial Printing 19	Sign Language Interpreter 19	
<b>GRAPHICS / PHOTOGRAPHY (GRPH)</b>	Instructional Assistant / Deaf Students 18	
Web Designer 29		<b>MEDIA (MDIA)</b>
Instructional Lab Technician / Photography 23	<b>COMPUTER (COMP)</b>	Instructional Lab Technician / Media Production 23
Graphic Artists / Photographer 21	Web Designer / Programmer 34	Instructional Lab Technician / Library Services 23
Digital Color Technician 21	Enterprise Network Specialist 32	Instructional Lab Technician / Learning Resources 23
Instructional Assistant / Graphics 19	District Network Specialist 30	Multi-Media Technician 22
Digital Color Assistant 19	Telephone Specialist 27	Software Technician 21
Instructional Assistant / Photography 18	District Microcomputer Specialist 27	Media Technician 20
	Network Specialist 25	Instructional Assistant / Learning Resources 18
<b>TRADES (TRAD)</b>	Instructional Lab Technician / Computer Science 23	Senior Media Clerk 16
Instructional Lab Technician / Trades 23	Help Desk Specialist 19	Media Clerk 13
Instructional Lab Technician / Machine Shop 23	Computer Operator, Lead 19	<b>RADIO STATION (RDIO)</b>

Instructional Assistant / Welding 19	Instructional Assistant Technician / Computer Science 18	Lead Broadcast Operations Specialist 26
Instructional Assistant / Sheet-Metal-Pipefitting 19	Computer Operator, Senior 17	Broadcast Engineer 26
Instructional Assistant / Steel Fabrication 19	Computer Operator 16	Broadcast Operations Specialist 21
Instructional Assistant / Machine Shop 19		

**APPENDIX G-1**

JOB FAMILIES  
AFT / OFFICE - TECHNICAL UNIT

(as of June 30, 2014)

<b>INSTRUCTIONAL LAB TECH / OTHER (ILLT)</b>	<b>INSTRUCTIONAL ASSISTANT / OTHER (IAOT)</b>	<b>INSTRUCTIONAL SUPPORT (Specific Families)</b>
Instructional Lab Technician / Animal Health 23	Instructional Assistant / Developmental Learning Program 20	<b>ABE / ESL (ESL-)</b>
Instructional Lab Technician / Art Gallery 23	Instructional Assistant / Brain Injury Program 20	Instructional Assistant / ESL 16
Instructional Lab Technician / Auto Mechanics 23	Instructional Assistant / Aviation 19	Instructional Assistant / ABE 16
Instructional Lab Technician / Aviation 23	Instructional Assistant / Auto Upholstery 19	<b>ELECTRONICS (ELEC)</b>
Instructional Lab Technician / Nursing Education 23	Instructional Assistant / Auto Mechanics 19	Instructional Lab Technician / Electronics 23
Instructional Lab Technician / Environmental Control Tech 23	Instructional Assistant / Auto Body Paint 19	Instructional Assistant / Electronics 18
Instructional Lab Technician / Dental Health 23	Instructional Assistant / Appliance & Refrigeration 19	<b>CHILD DEVELOPMENT (CHLD)</b>
Instructional Lab Technician / Biology 23	Instructional Assistant / Power Sewing 18	Instructional Lab Technician / Child Development 23
	Instructional Assistant / Nursing 18	Instructional Assistant / Child Development 16

	Instructional Assistant / Music 18	<b>NATURAL SCIENCE (PHYS)</b>
	Instructional Assistant / Landscape Construction 18	Instructional Lab Technician / Physical Science 23
	Instructional Assistant / Electronic Assembly 18	Instructional Lab Technician / Physics- Astronomy 23
	Instructional Assistant / Court Reporting 18	Instructional Lab Technician / Chemistry 23
	Instructional Assistant / Cosmetology 16	Instructional Assistant / Physical Science 18
	Instructional Assistant / Art 18	
	Instructional Assistant / Stamp Maker 16	
	Senior Tutor 06	

JOB FAMILIES  
AFT / Maintenance & Operations

CUSTODIAL SERVICES (CUST)	EQUIPMENT REPAIR Electronic /Mechanical (EQU)	TRADE FAMILIES Specific
Senior Custodial Crew Leader N	Equipment Maintenance Specialist R	Carpentry (CARP)
Custodial Crew Leader H	Technology Repair & Support Technician P	Buildings & Grounds Trades Coordinator R
Custodian C	Equipment Repair Technician -II P	Maintenance Trades Person/Building & Grounds P
		Utility Worker J
LANDSCAPE SERVICES (LAND)	EQUIPMENT REPAIR Automotive (VEHI)	Electrical (ETRD)
Grounds Crew Leader N	Vehicle Mechanic –II Q	Electrician -II Q
Irrigation Technician K	Vehicle Mechanic –I N	Electrician -I N
Tree Maintenance Gardener I		
Gardener/Groundskeeper H		
Athletic Groundskeeper F		
WAREHOUSE / DELIVERY (WHSE)	FACILITIES (FACI)	HVAC (HVAC)
Senior Material Control Specialist J	Planner/Scheduler P	Energy Management Computing Systems Operator S
Stock Clerk -II J		HVAC Technician Q
Material Control Specialist G		HVAC Mechanic N
Stock Clerk -I G		Maintenance Worker /HVAC – Electrical K
Delivery Driver E		
INSTRUCTIONAL SUPPORT OTHER (ATHL)	Miscellaneous (stand alone) (OTHR)	Plumbing (PLUM)
Athletic Trainer P	Machinist P	Plumber -II Q
Pool Attendant C	Alarm Maintenance Technician M	Plumber -I N
Athletic Equipment Attendant C	Locksmith K	
	Theater Technician K	Painting/Drywall (P&DW)
		Painter -II N
		Painter -I K