

Agreement

Between

Pasadena Area Community College District

and

California School Employees Association
Chapter #819

July 1, 2005

Through

June 30, 2008

TABLE OF CONTENTS	Page
ARTICLE 1 – Parties To Agreement_____	4
ARTICLE 2 – District Rights_____	5
ARTICLE 3 – Association Rights_____	7
ARTICLE 4 – Recognition_____	10
ARTICLE 5 – Probationary Period_____	13
ARTICLE 6 – Hours And Overtime_____	16
ARTICLE 7 – Attendance System/Wellness Incentive_____	21
ARTICLE 8 – Wages_____	28
ARTICLE 9 – Training_____	32
ARTICLE 10 – Lunch Period_____	33
ARTICLE 11 – Coffee Breaks_____	34
ARTICLE 12 – Uniforms And Equipment_____	35
ARTICLE 13 – Disciplinary Action_____	37
ARTICLE 14 – Grievance Procedure_____	46
ARTICLE 15 – Holidays_____	53
ARTICLE 16 – Vacation_____	56
ARTICLE 17 – Bereavement Leave_____	58
ARTICLE 18 – Subpoena Or Jury Duty Leave_____	59
ARTICLE 19 – Military Leave_____	60
ARTICLE 20 – Sick Leave_____	61
ARTICLE 21 – Personal Necessity Leave_____	64
ARTICLE 22 – Industrial Accident And Illness Leave_____	67
ARTICLE 23 – Family And Medical Leave_____	71
ARTICLE 24 – Break In Service/Change In Type Of Leave_____	77
ARTICLE 25 – Health And Welfare_____	78

ARTICLE 26 – Benefits For Employees Who Retire Under The Terms Of This Agreement _____	81
ARTICLE 27 – Lay Offs _____	83
ARTICLE 28 – Computer Loan Program _____	85
ARTICLE 29 – Miscellaneous _____	86
ARTICLE 30 – Savings _____	88
ARTICLE 31 – Concerted Activities _____	90
ARTICLE 32 – Effect Of Agreement _____	92
ARTICLE 33 – Term _____	94
SIGNATURE PAGE _____	95
APPENDIX A – Salary Range for CSEA #819 Employees (Article 8) _____	96
APPENDIX B – Grievance Forms (Article 14) _____	102
APPENDIX C – Catastrophic Illness/Injury Leave Donation Plan _____	110

ARTICLE 1 – PARTIES TO THE AGREEMENT

This agreement is entered into by and between the PASADENA AREA COMMUNITY COLLEGE DISTRICT (hereinafter referred to as “District”) and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION Chapter #819 (hereinafter referred to as “CSEA #819”).

ARTICLE 2 – DISTRICT RIGHTS

- 2.1 The District retains, solely and exclusively, all the rights, powers, and authority exercised or possessed by it prior to the execution of this Agreement except as expressly limited by a specific provision of this Agreement.
- 2.2 Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the District and not abridged herein include, but are not limited to, the following: To manage and direct its operations and its personnel; to manage, control, and determine the mission, goals, and objectives, and educational philosophy of its component facility, programs, and operations; to direct the workforce and determine the number and kinds of employees needed; to hire, assign, evaluate, transfer, promote, demote, suspend, terminate for just cause, and otherwise maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and work load; to specify or assign work requirements; to establish and change the workday and workweek; to adopt rules of conduct and penalties for violations thereof; to require medical tests of employees to verify fitness for duty when the District has a reasonable belief that the employee may be under the influence of alcohol, drugs, or other controlled substances; to determine the type and scope of work to be performed and the services to be provided; to determine, develop, and implement its budget and procedures therefore; to determine the methods, processes, means, personnel, times, and places of providing services; to insure the rights and

educational opportunities of its students; to take any action on any matter in the event of an emergency.

2.3 Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify: The rights and power vested in the District to adopt, modify, amend or rescind such policies, rules and regulations as the Board of Trustees shall deem necessary; powers vested in the District by the California Education Code; and laws regulating, authorizing or empowering the District to act or refrain from acting.

2.4 References to laws, policies, rules, codes, statutes, and regulations in this Article shall not be deemed to make such matters subject to the Grievance Article of this Agreement.

ARTICLE 3 – ASSOCIATION RIGHTS

- 3.1 CSEA shall have the right to use all District bulletin boards normally used for the posting of notices to the employees in the unit. Any such posting shall be on official CSEA letterhead, or otherwise prepared in a manner to indicate that they are authorized and approved by CSEA. CSEA shall have the right to use inter-District mail, employee mailboxes, e-mail, and the incidental or occasional use of Fax machines for the purpose of official communications bearing the CSEA designation.

- 3.2 The District shall release one designated CSEA officer or steward from duty for the purpose of attending grievance meetings, disciplinary meetings and evaluation appeal meetings as the employee's representative. All release time shall be noticed to and coordinated with the employee's supervisor prior to use on the District approved form. Meetings will be rescheduled to accommodate District needs as well as for arranging representation with CSEA if the designated representative is a witness or otherwise involved with the affected employee requesting representation.

- 3.3 All bargaining unit members shall have the right to adjust their lunch period for the purpose of attending the monthly CSEA meeting. All bargaining unit members shall be released from duty up to one hour for the purpose of attending a contract ratification meeting. These release times and hour adjustments shall be granted only if the meeting falls within the employee's working hours and if the time is

consistent with and not conflicting with District needs as determined by scheduling with the Director of Campus Safety or his designee. All release time in this section shall be accounted for on the District approved form. CSEA Chapter #819 will maintain records of the use of chargeable release time under section 4.4. The parties will review these records and will review the current amount of CSEA chargeable release time at the end of each fiscal year.

- 3.4 Official non-employee representatives of CSEA shall have the right of reasonable access to employees in the unit. Such access shall not be utilized in a manner that will disturb or otherwise interfere with the work of any employee of the District or the education of any students in the District.
- 3.5 Any such representative may be required to provide District management with reasonable advance notice of his/her intended presence at a District facility for the purpose of such access, and appropriate identification and credentials may be required in instances when management at a work site do not know or have reason to know of such representative's identity and affiliation. Said identification and/or credentials shall be provided by the District if they so require it.
- 3.6 Such representative may utilize the District facilities for group meetings with District employees during such employee's non-working time. Requests to utilize such facilities shall be made upon forms to be prescribed by the District, and shall be subject to

reasonable regulations concerning prior use, user fees, and other such matters as set forth in Section 3543.1b of the Educational Employment Relations Act. (EERA)

ARTICLE 4 – RECOGNITION

- 4.1 The District recognizes the CSEA Chapter #819 as the exclusive representative of all College Police/Safety Officers, Parking and Security Officers, College Police/Safety Investigators, Dispatchers, Parking Equipment Technician, and Transportation Assistant employed by the District, excluding all other employees and supervisors (including the Supervisor of College Police/Safety Services) as defined in the Educational Employment Relations Act. (EERA)
- 4.2 The appropriate unit placement of any newly created classification which the CSEA claims should be accreted to the unit, or any existing classification or employees which the District claims should be removed from the unit, shall be discussed between the parties hereto, and if no agreement is reached, the dispute may be submitted to PERB proceedings. Any other adjustments to the unit composition may be made by mutual written agreement, provided that nothing herein shall preclude the complete elimination of jobs or job classifications for lack of work or lack of funds.
- 4.3 The District shall release one employee at no loss of pay for up to five (5) calendar days per fiscal year for the purpose of attending the CSEA Annual Conference.
- 4.4 During each fiscal year the District shall grant CSEA 40 hours of release time, useable in one (1) hour increments to be designated as

“chargeable release” time. Use will be approved by the employee’s supervisor prior to use on the District approved form bearing the signature of the CSEA President or his designee.

4.4.1 No more than three (3) bargaining unit members shall receive release time at the same time and will be based on the staffing needs of the District.

4.4.2 Elected officials of the Chapter shall be granted release time in accordance with the provision of California Education Code Section 88210, upon written advance notice of seven (7) calendar days from the Association to the District.

4.5 Except as otherwise set forth in this Article, the parties mutually recognize the rights of all employees covered by this agreement to join and participate in the activities of CSEA, or to have CSEA represent them in their employee relations with the District, or to refuse to join or participate in the activities of CSEA, or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

4.5.1 Members of CSEA may request that the District make payroll deductions for their CSEA dues, and all such dues collected by the District shall be remitted to CSEA on a monthly basis.

4.5.2 All employees who are not full dues paying members of Chapter #819 are required to pay “fair share” service fees to

CSEA as required by Section 3546 of the Education Employment Relations Act. (EERA)

4.5.3 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment.

A. However, such employees shall be required, in lieu of a service fee required by the Agreement, to pay sums equal to such service fee to either a non-religious, non-labor organization, or any other legally recognized charitable organization exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code.

B. Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA Headquarters with copies of receipts from the charity selected, as proof that such payments have been made or shall authorize payroll deductions of such payment.

C. Approval for religious exceptions will be granted through the CSEA Legal Department in San Jose. The request shall be in writing to the Legal Department and from that point forward, the Legal Department will handle the request.

ARTICLE 5 – PROBATIONARY PERIOD

- 5.1 The first year of employment in a classification covered by this Agreement shall be a probationary period. An employee who is transferred to a different job classification shall serve a new probationary period in the new classification without receiving credit for any time spent in a previous probationary status. An employee attains permanency in a position with satisfactory evaluation of work and progress during the probationary period and timely completion of all employment forms required by the District. Employees who have permanent status in one class and who have been promoted to a higher class may be demoted involuntarily during the probationary period in the higher class to the former class without a right of appeal through the grievance procedure set forth in Article 14 herein.
- 5.2 Employees covered by this Agreement shall receive a salary increase of one step above the hiring rate upon satisfactory completion of the one-year probationary period following initial employment with the District.
- 5.3 If an employee transfers to a different classification covered by this Agreement, his or her salary will be adjusted to the first step in that range or to a salary in the new range which is at least equivalent to his or her present salary, whichever is higher. If the employee changes classification before reaching the fifth step of his or her current range, the employee's anniversary date shall remain unchanged. If the employee has reached the fifth step of his or her assigned range prior

to reclassification, a new anniversary date shall be established which is twelve (12) months from the date of reclassification.

5.4 All probationary personnel shall comply with the following requirements as a condition of employment:

- a) Upon notification of employment, all new employees must have a physical examination.
- b) All examinations shall be made by the District Physician or, in the absence of the District Physician, by a regularly licensed physician. The mandatory form for the examination is available in the Human Resources Office and must be filed with the Pasadena City College Health Services Office within two months after the date of initial employment.
- c) If the question of an employee's health is an issue with reference to his or her continued employment, the medical opinion of the District Physician shall be the final and determining judgment.
- d) If a personnel physician or the District physician imposes limitations because of an employee's physical condition which would not permit continuing work in the employee's present assignment, the District will make every effort to reassign the employee to another position with which physical requirements are compatible. This action would presuppose that the

necessary qualifications of education and experience for the position are possessed. If no such position is available, a leave of absence may be granted or eligibility for disability retirement determined.

- e) All employees classified as College Police/Safety Officers must continue to meet the standards of Government Code Section 1031 as a condition of continued employment in that classification.

ARTICLE 6 – HOURS AND OVERTIME

- 6.1 The regular work period for full-time employees covered by the Agreement shall consist of 80 hours in a 14 day period.
- 6.2 For employees assigned to work a four-day (4) workweek consisting of four (4) consecutive days, ten (10) hours per day, overtime shall be considered as time worked in excess of ten (10) hours per day, or in excess of forty (40) hours in any workweek. Work performed on the fifth, sixth, or seventh consecutive days in a workweek shall also be considered overtime.
- 6.3 For employees assigned to work a three-day (3) workweek consisting of three (3) consecutive days, twelve (12) hours per day, overtime shall be considered as time worked in excess of twelve (12) hours per day, or in excess of eighty (80) hours in any work period. Work performed on the fourth, fifth, sixth, or seventh consecutive days in a workweek shall be considered overtime.
- 6.4 For employees assigned to the 9/80 work schedule consisting of eight (8) nine (9) hour days and one eight (8) hour day in a 14 day work period, overtime shall be considered in excess of the normally scheduled hours for that day. Days off under the 9/80 work schedule shall be consecutive unless mutually agreed to by employee and supervisor.

- 6.5 For employees assigned to work a five-day (5) workweek consisting of eight (8) hours per day, including employees whose hours are reduced pursuant to Article 2 of this Agreement, overtime shall be considered as time worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in a workweek. Overtime shall also be defined as any time worked on a sixth or seventh consecutive workday by an employee having an average workday of four (4) hours or more during his or her regular workweek; or any time worked on a seventh consecutive workday by an employee having an average workday less than four (4) hours during his or her regular workweek.
- 6.6 Each employee will receive written notice of the starting day and time of his/her workweek. Employees will not be permitted to work overtime in a workweek when they have used sick leave, personal necessity leave, or personal leave without pay, except in the case of an emergency situation as declared by the Chief of Police.
- 6.7 An employee who works overtime shall be compensated for all overtime worked at the rate of one and one-half (1 ½) times his or her regular hours of pay. The regular rate of pay based on an employee's regular salary schedule placement at the time the overtime is earned.
- 6.8 The employee and the District may agree to compensation for overtime by the District granting compensatory time off, in lieu of paid overtime, at the rate of one and one-half (1 ½) times for all overtime worked. Such compensatory time off shall be scheduled by the District according to District needs, and shall be granted by the

District within twelve (12) calendar months following the month in which an employee worked the overtime for which such compensatory time off is being granted, or if not granted within such period, shall be compensated for in the manner set forth in Section 6.5 above. Two weeks' written notice and prior approval are required for the use of compensatory time off.

6.9 An employee who is required to work on any holiday specified in this Agreement shall be compensated at the overtime rate for all time worked, plus the regular holiday pay to which such employee otherwise would be entitled.

6.10 No employee may work more than sixteen (16) consecutive hours or any shift that results in less than an eight (8) hour break between shifts.

6.11 The District shall assign District overtime based on the District's needs, the requirements of the overtime assignment, and the District's evaluation of the qualifications of employees. Permanent full time personnel shall have the first right of refusal for overtime assignments. Nothing herein shall require the District to assign overtime on a rotation basis. Nothing herein shall restrict the District's right to require any employee to perform overtime work for the District.

6.12 Employees who are called back to perform overtime work for the District shall receive a guaranteed minimum of four (4) hours pay,

irrespective of actual hours worked. Should the employee have to leave for sickness or other personal reasons before completing the number of hours scheduled for the call-back, the employee shall be paid only for the hours actually worked. This four (4) hour guarantee shall not apply to overtime that is consecutive with the employee's regularly scheduled shift.

6.13 The District will give College Police/Safety Officers and Parking and Security Officers the opportunity to perform extra duty assignments (such as Civic Center events or campus club activities). Parking and Security Officers may be assigned to perform extra duty assignments requiring the normal functions of a Parking and Security Officer where, in the District's judgment, the nature of the assignment does not involve or does not have the potential of involving law enforcement or other security-related functions requiring the assignment of a Peace Officer, and where the utilization of a Parking and Security Officer will not result in more extra duty personnel than would otherwise be required for the event or activity in question.

6.14 Employee's shall receive a guaranteed minimum of three (3) hours pay for extra duty assignments, provided that should an employee leave for sickness or other personal reasons before completing the number of hours scheduled for the extra duty assignment, the employee shall be paid only for the hours actually worked.

- 6.15 Travel time on off-duty days to District required conference assignments will be compensated at the regular hourly rate up to a maximum of eight hours.
- 6.16 An officer, on off-duty status, who is placed “on-call” for a court appearance will be compensated at four (4) hours of regular hourly rate for each day placed “on-call”.

ARTICLE 7 – ATTENDANCE SYSTEM/WELLNESS INCENTIVE

- 7.1 Both the District and CSEA #819 share common interests regarding employees in regular attendance at their jobs. They are:
- 7.1.1 Regular attendance.
 - 7.1.2 Use of sick leave when ill or when a family illness requires the immediate attention of an employee.
 - 7.1.3 Use of personal necessity leave when an urgent situation arises that requires the immediate attention of an employee.
- 7.2 It is in everyone's mutual interest to eliminate attendance abuse by any employee, as it impairs the ability of both the District and the other employees to perform necessary work. Therefore, the District and CSEA #819 have established a system to encourage employees to be at work and discourage employees from unnecessary absence and tardiness.
- 7.3 It is the intention of both the District and CSEA #819 that employees remain off of the system, thereby avoiding the negative ramifications that arise as a result of poor attendance and tardiness. The Attendance System will be as follows:
- 7.3.1 All new personnel begin their employment off the Attendance System.
 - 7.3.2 Abuse shall be determined through several patterns of attendance that occur on a non-random basis, as defined by three or more such incidents within a fiscal year (July 1 to June 30). Incidents under this provision are as follows:

- 7.3.2.1 Using sick leave within four weeks after receiving the Wellness Incentive, and/or
- 7.3.2.2 Using sick leave or personal necessity leave in conjunction with weekends, holidays, or vacations. And/or
- 7.3.2.3 Using sick leave or personal necessity leave during the week after working overtime on a normally scheduled day off, and/or
- 7.3.2.4 Taking one or more days of sick or personal necessity leave every month for three consecutive months or taking these leaves in four (4) out of six (6) consecutive months, and/or
- 7.3.2.5 Tardiness on four occasions within any two calendar months.
 - 7.3.2.5.1 Tardiness is defined as more than one minute in being ready to perform assigned duties or leaving work early.
- 7.3.3 Any absence as a result of illness will be excused (not count as an incident for the purpose of being placed on the System or as an incident qualifying for a point while on the System) if medically verifiable (for the purposes of the section “doctor” refers to a licensed health-care practitioner), with the following conditions:
 - 7.3.3.1 The medical excuse must specify that the doctor has examined the employee and determined that the employee is medically unable to work for a specified number of days, and

- 7.3.3.2 The medical excuse releases the employee to work on or after a specific date and is given to their supervisor upon return to work within five (5) calendar days after their return to work if not required to return to work.
- 7.3.3.3 The District may require any employee to obtain their illness verification for any future absences for a doctor of the District's choice at the District's expense upon seven (7) calendar days written notice to the affected employee.
- 7.3.4 Any illness of a family member that requires the attention of the employee will be excused with the following conditions:
 - 7.3.4.1 The employee obtains from their doctor a note requiring the employee to care for the family member if the family member is not a dependant or proof of a doctor visit if the family member is a dependant.
 - 7.3.4.2 In the case of a serious health condition of the family member, the employee may be required to apply for Family Medical Care Leave under the Federal and State Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) requirements. This leave runs concurrent with existing paid leaves.
- 7.3.5 Personal necessity leave will not be assessed a point for use as defined in 21.1(a) through 21.1(g). If verification is provided

within five (5) calendar days following the employees return to work.

7.4 Upon the determination by the District that an employee has accumulated three such incidents, the employee will be notified in writing that the District intends to place the employee on the Attendance System.

7.4.1 The notice shall be made ten (10) calendar days in advance of the intended action taking effect.

7.4.2 The employee may request an administrative review by Human Resources within five (5) calendar days following receipt of the District's final notice, as follows:

7.4.2.1 To contest the accuracy of the report of the incidents;

7.4.2.2 To explain any extenuating circumstances or reasons why the action should be modified or should not be taken.

7.5 The Attendance System is intended as progressive discipline. Placement on the Attendance System shall be viewed as a verbal warning that the employee's attendance pattern is a serious problem and that the following consequences will result unless the employee makes a drastic change in their attendance.

7.5.1 Incidents as defined in 7.3.2.1 through 7.3.2.5 will result in a point for each occurrence after the employee's placement on the Attendance System. The following consequences will result from additional points while under the System:

- 7.5.1.1 Three (3) Points Written warning
- 7.5.1.2 Six (6) Points First suspension of 40 hours
- 7.5.1.3 Nine (9) Points Second suspension of 40 hours
- 7.5.1.4 Twelve (12) Points Recommendation for termination

7.5.2 Three months without an incident as defined in 7.3.2.1 through 7.3.2.5 after the first time an employee is placed on the System will result in removal from the Attendance System.

7.5.3 Subsequent placement on the Attendance System will result in progressively severe disciplinary consequences:

- 7.5.3.1 Three (3) points Written warning
- 7.5.3.2 Six (6) points Recommendation for termination

7.5.3.2.1 The recommendation for termination will occur only after an employee has received two (2) prior suspensions for unsatisfactory attendance.

7.5.3.2.1.1 Each progression in discipline requires three (3) points to allow an employee to take corrective action. Therefore, if an employee is on the Attendance System for

the second time but has only one suspension on their record, the six (6) points as shown in 7.5.3.2 would result in a second suspension of 40 hours and nine (9) points would be required for recommendation of termination.

7.5.3.2.2 Prior suspensions will be removed from the basis for disciplinary action according to the following schedule:

7.5.3.2.2.1 After two (2) years, a prior first suspension will be removed.

7.5.3.2.2.2 After four (4) years, a prior second suspension will be removed.

7.5.4 Six (6) months without an incident, as defined in 7.3.2.1 through 7.3.2.5 after the second or subsequent placements on the System, will result in the employee's removal from the Attendance System.

7.6 Wellness Incentive Program – All employees shall be eligible for the Wellness Incentive Program. For 110 consecutive, scheduled workdays worked with no attendance occurrence, or portion there of,

an employee will be awarded \$150.00. After the award is earned, the 110-day period shall begin to run again. “Scheduled workday” means a day on which the employee is scheduled to work.

7.6.1 It does not include days when the employee is on scheduled or approved vacation, holiday, jury duty, bereavement leave, personal necessity leave, industrial accident or injury leave, layoff, or authorized leave of absence. The \$150.00 incentive will be included in the employee’s regular salary warrant.

ARTICLE 8 – WAGES

8.1 Salary. During the term of this Agreement, College Police/Safety Officers shall be compensated at range 53 and Parking and Security Officers shall be compensated at range 37, Dispatchers, Parking Equipment Technician, and Transportation Assistant on the salary schedule attached as Appendix A.

8.1.1 Employees shall continue to receive regularly scheduled step and column adjustments in accordance with existing District policies.

8.1.2 Employees will receive a salary increase for the 2005-2006 fiscal year of 5.23% or an increase equal to any increase paid to any other bargaining unit.

8.1.3 **Employees will receive a salary increase for the 2006 – 2007 fiscal year of 6.40% or an increase equal to any increase paid to any other bargaining unit.**

8.1.4 During the 2007-2008 fiscal year, the District and CSEA #819 will negotiate on salary and benefits only.

8.1.5 The District guarantees that no regular CSEA #819 member layoffs will be implemented for the 2005-06 fiscal year excepting terminations applied as disciplinary action for cause or a decision not to continue employment of probationary

CSEA #819 members as provided by Education Code Section 88013.

8.2 Shift Differential. The District shall continue to pay employees a shift differential in accordance with existing practices; provided, that in the event the District discontinues shift rotation for some or all employees in the unit, the District shall be under no obligation to continue to pay employees who are not subject to shift rotation, a shift differential during the day shift or during hours when District policy would not otherwise require such pay.

8.3 Service Increments. Employees are eligible for a service increment equivalent to one range upon completion of seven (7) years of service; a second service increment equivalent to one range upon completion of ten (10) years of service; a third service increment equivalent to one range upon completion of fifteen (15) years of service; a fourth service increment equivalent to one range upon completion of twenty (20) years of service; and a fifth service increment equivalent to one range upon completion of twenty-five (25) years of service and a 6th service increment equivalent to one range upon completion of thirty (30) years of service. Service increments are awarded based on satisfactory performance evaluations and are calculated from the first month of employment in which an employee is in paid status for at least eleven (11) working days. A new service increment date must be computed after a leave of absence or break in service.

- 8.4 POST Certificates. An additional salary range (2 1/2%) shall be granted to each College Police/Safety Officer who possesses an Intermediate Certificate. An additional salary range (2 1/2%) shall be granted to each College Police/Safety Officer who possess an Advanced Certificate issued by the Commission on Peace Officer Standards and Training.
- 8.5 Parking and Security Certificate Program. An additional salary range (2 1/2%) shall be granted to each parking and security officer who possesses an Intermediate Certificate issued by the Pasadena Area Community College District. An additional salary range (2 1/2%) shall be granted to each Parking/Security Officer who possesses an Advanced Certificate issued by the Pasadena Area Community College District.
- 8.6 An additional salary range (2%) shall be granted to each Parking Technician or Transportation Assistant who possesses an Intermediate Certificate issued by the Pasadena Area Community College District. An additional salary range (2%) shall be granted to each Parking Technician or Transportation Assistant who possesses an Advanced Certificate issued by the Pasadena Area Community College District. The Intermediate and Advanced Certificate programs will be developed and effective no later than January 1, 2000.
- 8.7 Senior College Officer. A College Police/Safety Officer assigned to the Senior College Police/Safety Officer position will receive a five

(5) percent salary differential in addition to his/her regular rate of pay for the length of time he/she serves as Senior Officer.

8.8 Police Dispatcher/Senior Police Dispatcher Certificate Program. An additional salary range (2 1/2%) shall be granted to each employee in this category who possess an Intermediate Certificate issued by the Pasadena Area Community College District. An additional salary range (2 1/2%) shall be granted to those possessing an Advanced Certificate issued by the Pasadena Area Community College District.

ARTICLE 9 – TRAINING

- 9.1 College Police/Safety Officers who are enrolled in the POST Basic Recruit Course shall be compensated for forty (40) hours at their straight-time hourly rate for each week spent in attendance at the course.

ARTICLE 10 – LUNCH PERIOD

10.1 Each employee in the unit who works a shift of more than five hours shall receive a thirty-minute (30) meal period, such meal period to be scheduled by the employee's supervisor as close as practicable to the middle of the scheduled shift. Employees scheduled to work a ten-hour (10) workday shall be subject to call during their thirty-minute (30) meal period, and shall remain within two blocks of the campus or their assigned beat.

ARTICLE 11 – COFFEE BREAKS

11.1 Each employee in the unit who is scheduled to work for four or more consecutive hours shall receive two paid coffee breaks of twenty (20) minutes each approximately midway during each work period of four hours or more. Employees shall be subject to call during coffee breaks, and shall remain within two (2) blocks of the campus or their assigned beat. Time not taken for coffee breaks may not be used to lengthen the lunch period or to shorten the workday or week.

ARTICLE 12 – UNIFORMS AND EQUIPMENT

- 12.1 The cost of the purchase, lease or rental of any distinctive uniform required by the District, or other equipment, identification badges, emblems, and cards required by the District shall be borne by the District.
- 12.2 The District shall provide each employee covered by this Agreement, at the commencement of his or her employment, with such uniform and equipment as the District considers necessary for the performance of the employee's work assignment. The District will provide each College Police/Safety Officers employed by the District with a safety vest.
- 12.3 During each fiscal year beginning after an employee has commenced employment in a classification covered by this Agreement, the District shall provide each employee with an annual uniform and equipment allowance as follows: College Safety Officers: \$600.00; Parking Security Officers, Parking Technician(s) and Transportation Assistant(s): \$500.00; and Dispatchers: \$400.00. Said uniform and equipment allowance shall cover the replacement, upkeep and maintenance of the employee's uniform and equipment during the period of employment with the District. Employees shall receive their annual uniform and equipment allowance on a reimbursement basis or by District Authorized Purchase Order with two District chosen authorized uniform vendors for expenditure during the applicable

fiscal year that are approved by the Director of the Department or his/her designee.

- 12.4 Each employee is required to wear his or her uniform, properly laundered and of good appearance, during all working hours. Each employee shall maintain his or her equipment in good working order and dirt free.

- 12.5 Upon termination of employment in a classification covered by this Agreement, the District may require the employee to return to the District any uniform or parts thereof and equipment in his or her possession.

- 12.6 The District shall not be responsible for loss, destruction or damage to an employee's personal tools or equipment.

- 12.7 Employees are required to use District equipment and vehicles only for District-related purposes.

ARTICLE 13 – DISCIPLINARY ACTION

- 13.1 Probationary Employees. During the probationary period, an employee is subject to discipline, discharge, or demotion without cause or notice at the sole discretion of the District. The disciplinary and grievance procedures set forth in this Article are applicable only to regular employees.
- 13.2 Regular Employees. Regular employees may be discharged or disciplined subject to applicable statutory provisions as enumerated in 13.3 below. In some cases, an employee's misconduct may result in verbal or written warnings, followed by suspension or discharge if repeated. A second reprimand for the same misconduct must be in writing.
- 13.3 Causes: One or more of the following causes may be grounds for suspension, demotion, or dismissal of any person employed in the classified service.
- a) Incompetency or inefficiency in the performance of the duties of his/her position.
 - b) Insubordination.
 - c) Carelessness or negligence in the performance of duty or in care or use of District property.
 - d) Discourteous, offensive, or abusive conduct or language toward other employees, students or the public.
 - e) Dishonesty

- f) Drinking alcoholic beverages on the job, or reporting to work while intoxicated or under the influence of drugs which impair work performance.
- g) Addiction to the use of narcotics.
- h) Conduct unbecoming an officer or employee of the District, which has a job-related effect.
- i) Engaging in political activity during assigned hours of employment.
- j) Conviction of any crime involving moral turpitude.
- k) Arrest and conviction for offenses as defined in Education Code Section 87010.
- l) Repeated unexcused absence or tardies.
- m) Abuse of illness leave privileges.
- n) Use of District vehicles and/or equipment for other than District-related purposes or assignments.

13.4 Additional Causes for Discipline:

The parties agree that the following specified acts/omissions do not require progressive discipline prior to proposing disciplinary action.

- a) Willfully deceiving or defrauding the District or knowingly falsifying or withholding any material information supplied to the District, including but not limited to, information required on application forms and employment records.
- b) Appearing for work under the effects of alcoholic beverages on District property. "On District property" shall also include District vehicles or facilities used to conduct District business.

- c) Appearing for work under the effects of controlled substances or restricted dangerous drugs on District property. This prohibition shall not apply to a prescription issued by a state-licensed physician and which the employee is using according to the prescription directions.
- d) Conviction of a sex offense as defined in Education Code Section 87010.
- e) Conviction of a controlled substance offense as defined in Education Code Section 87011.
- f) Willful misuse, destruction or theft of District property, student body property, or the property of an employee or student.
- g) Any willful action that causes harm to District employees, students or the general public.
- h) Collecting sick leave or industrial accident/illness leave pay while working elsewhere for pay during his/her normal schedule work assignment with the District.
- i) Conviction by a court of competent jurisdiction of a felony or a crime of violence or involving moral turpitude while employed by the District. A plea, verdict, or finding of guilty or a conviction following a plea of nolo contendere, is deemed to be a conviction.
- j) Absence from work of five (5) consecutive working days without authorization, permission or good cause.
- k) The uninsurability of an employee to drive a District vehicle when such is a requirement of the employee's position. Upon notification or confirmation by the District's insurance carrier,

employees shall not be subject to discipline, except as provided below.

- 13.4.1 The District shall attempt to reassign the employee within the same class or to a vacant position in a related class not requiring operation of a motor vehicle.
- 13.4.2 If reassignment is not possible, then the employee may be voluntarily demoted to a vacant position for which the employee meets the minimum qualifications of the new classification.
- 13.4.3 Any demotion or reassignment to a related but lower classification will result in the employee being paid at the salary range of the new classification.
- 13.4.5 If the procedures in first two subparagraphs cannot be accomplished, the District may pursue discipline.

13.5 Written Notice:

Prior to imposing major disciplinary action, the District will provide the employee with a written notice of the proposed action, the specific charges or materials on which the action is based, and the reasons for the proposed action. The written notice will also advise the employee the right to request a hearing on the proposed action and will include a request for hearing form which is to be returned by a specified date no less than seven (7) calendar days after service of the written notice. An employee's failure to return the request-for-hearing form within the time specified shall constitute a waiver of the right to a hearing before the initial imposition of disciplinary action.

13.6 Informal Hearing:

At the hearing the employee shall be given the right to respond verbally or in writing to a person in authority to make the final decision regarding the proposed disciplinary action or to recommend what final decision should be made. If the employee's response is heard by a person with authority to recommend, the employee's response shall be fully and fairly communicated to the District authority who makes the decision regarding the proposed action. Within fourteen (14) calendar days after the employee's case is heard, the employee shall be advised in writing of the District's decision and its effective date. The only exceptions to this procedure are when the District believes that the employee's conduct creates a danger to the public, other employees, or the District, or when the employee may be suspended for less than two (2) workweeks. In these cases, a disciplinary suspension may begin before the employee receives a notice of intent and informal hearing.

13.7 Decision:

When the employee is advised of the District's decision and its effective date, the employee shall also be advised of his/her right to obtain a formal hearing before a review panel. If the employee desires such a hearing, the employee must submit a written request within seven (7) calendar days after receiving notification of the District's decision. The employee's request shall be submitted on a form provided by the District to the Office of Human Resources. The formal hearing may, but need not, occur prior to initial imposition of discipline.

13.8 Formal Hearing:

- a) Composition of the Review Panel. The review panel shall consist of three (3) members, one (1) to be selected by the President or his/her designee, one (1) to be selected by the employee, and one (1) to be selected by the two (2) review panel members as designated above. In the event the two (2) review panel members cannot reach agreement on the third review panel member to be selected within seven (7) calendar days, the State Mediation and Conciliation Service will be asked to appoint the third member. This expense shall be borne by the District. The third member of the review panel will chair all meetings of the panel. The review panel shall set the time for the hearing on the matter and shall give the employee at least seven (7) calendar days notice in writing of the date and place of the hearing.

- b) Rights of Parties Before Review Panel. The employee shall attend any hearing unless excused by the review panel. The employee and the District shall be entitled to the following rights at the hearing:
 1. To be represented by council, a designated union representative, or any other person at the hearing. The name of the employee's representative shall be given in writing to the Office of Human Resources at least five (5) calendar days in advance of the scheduled hearing so that a folder of the formal exhibits can be prepared for the representative. The formal exhibits shall consist of

notice of proposed action, the employee's initial request for a hearing (if any), the District's written decision, and the employee's request. The folder of formal exhibits shall be given to the employee's representative at least two (2) working days before the scheduled hearing.

2. To testify under oath.
3. To compel the attendance of other employees of the District to testify without loss of compensation. To arrange for attendance during work hours. The names of such employees must be provided to the Office of Human Resources no later than two (2) working days before the scheduled hearing.
4. To cross-examine all witnesses and all employees of the District whose reports are offered in evidence before the review panel.
5. To impeach any witness.
6. To present such affidavits, exhibits and other evidence as the review panel deems pertinent to the inquiry.
7. To argue the case.
8. To have a closed hearing.

c) Procedures for Hearing Before Review Panel:

The review panel hearing shall be conducted in the manner most conducive to determination of the truth, and neither the District nor the review panel shall be bound by technical rules of evidence. The review panel shall determine the relevancy, weight, and credibility of the testimony and evidence. At the

review panel's discretion, irrelevant and repetitious evidence may be excluded. The burden of proof shall be on the District.

1. Each party will be permitted an opening statement, with the District or its designated representative opening first. The District and its designated representative shall present its witnesses and evidence to sustain its charges, and the employee will then present witnesses and evidence in defense. Each party will be allowed to cross-examine witnesses.
2. The review panel may exclude witnesses not under examination except the employee and the party attempting to substantiate the charge against the employee and their respective council or representative.

d) Findings and Recommendations of Review Panel:

The review panel shall deliberate on its decision in closed session excluding all persons other than members of the review panel. The review panel shall issue its findings and recommendations within seven (7) calendar days after the conclusion of the hearing. The review panel may sustain or reject any or all of the charges filed against the employee, and may recommend modification of the disciplinary action proposed by the District. The findings and recommendations of the review panel shall be served on all parties and their designated representatives.

e) Post-hearing Procedure:

The President shall review the findings and recommendations submitted by the review panel and make a final recommendation to the Board of Trustees. The President's recommendation may not contain a penalty greater than that proffered in the original charges. The President shall notify the affected employee and his/her designated representative of the President's recommendation no later than seven (7) calendar days prior to the meeting of the Board of Trustees at which the matter will be considered. An employee, with his/her designated representative, wishing to present oral argument to the Board of Trustees in closed session concerning the President's recommendation must notify the President at least twenty-four (24) hours prior to the meeting at which the Board of Trustees is scheduled to review the findings and recommendations and render a decision. The Board of Trustees shall make a final decision within thirty (30) calendar days after said meeting. The Board of Trustees shall not impose a penalty greater than that proffered in the original charges. In the event that the Board of Trustees makes a final decision to modify or reverse the initial action taken by the District, and the discipline has already been imposed, the employee shall be entitled to such make-whole relief as the Board of Trustees deems appropriate. Notice of the Board's decision shall be mailed to the employee and his/her council or other representative.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.1 A grievance is any complaint, misunderstanding or dispute concerning the interpretation or application of this Agreement. The interpretation or application of District policies, and rules and regulations not specifically incorporated in this Agreement shall be expressly excluded from the definition of a grievance under this Article, provided, however, that employees shall have the right to grieve disciplinary or punitive actions based on an alleged violation of a District policy, rule, or regulation. Performance evaluations shall not be grievable unless and until a California appellate court issues a final determination that such evaluations are subject to the administrative hearing requirements of the Peace Officers Bill of Rights (Government Code Section 3300 et seq.), in which case this Article shall be deemed amended so as to permit Peace Officers covered by the Peace Officers Bill of Rights to grieve performance evaluations under the procedures set forth in Section 14.2 through 14.4 herein. Grievances concerning the interpretation or application of this Agreement shall be processed in accordance with the procedure set forth in Sections 14.2 through 14.4 below. Grievances concerning disciplinary or punitive action shall be processed in accordance with the procedure referenced in Section 14.5 below.

14.2 It is understood and agreed that most problems that might otherwise give rise to grievances can be resolved by an informal, one-on-one discussion between the affected employee and that employee's immediate supervisor, and it is the intent of the parties that the

grievance procedure set forth below not be utilized until reasonable attempts have been made, in all appropriate cases, to resolve problems by such informal discussion.

- 14.3 If informal discussion as set forth above is not successful in resolving any complaint, misunderstanding, or dispute as to the interpretation or application of this Agreement, a formal written grievance may be processed in the following manner:

Step 1

The aggrieved employee may utilize a written grievance form to be prepared by the District to present his/her grievance to his/her immediate supervisor within fourteen (14) calendar days after he/she first knew or by reasonable diligence should have known of the occurrence giving rise to the grievance. The immediate supervisor shall respond in writing to the written grievance within fourteen (14) calendar days after it has been submitted to such supervisor. (See Appendix B)

Step 2

If the grievant is not satisfied with the reply in Step 1, within fourteen (14) calendar days after such reply, the grievance may be presented in writing to the Director of the Department. The Director of the Department shall reply in writing within fourteen (14) calendar days thereafter.

Step 3

If the grievant is not satisfied with the reply in Step 2, the grievant

may, within fourteen (14) calendar days after the receipt of the written reply, present the written grievance to the VP for Administrative Services. The VP for Administrative Services may hold a conference with the grievant, the grievant's representative, and all persons involved in the preceding steps of this procedure. The VP for Administrative Services shall issue a written determination within fourteen (14) calendar days after the grievance was presented to him/her.

Step 4

If the grievant is not satisfied with the reply in Step 3, within fourteen (14) calendar days after the receipt of the written reply, the grievant may request a formal hearing by a review panel. The request for formal hearing shall consist of a written report prepared by the grievant, specifying the act or condition upon which the grievance is based, the action or remedy requested by the grievant for resolution of the grievance, the steps taken to resolve the grievance at the earlier stages of the grievance procedure, and the reasons for a continuation of the grievance process. The report shall also attach a copy of the original written grievance, all written reports issued at the conclusions of Steps 2 and 3 of the grievance procedure, and copies of any documents considered relevant to the grievance. The report shall be delivered to the VP for Administrative Services, the Director of the Department, and the Dean of Human Resources. The Dean of Human Resources shall arrange for a hearing before the review panel within fourteen (14) calendar days after receipt of the request. The review

panel shall be composed of three voting members. The three members shall be selected as follows:

- (1) One to be selected by the Dean of Human Resources;
- (2) One to be selected by the employee registering the grievance;
- (3) One to be selected by agreement of those appointed in (1) and (2). All persons present at Steps 1 through 3 of the grievance procedure shall be present at the review panel hearing unless excused by mutual agreement of the parties. The grievant and the District may each be represented by a person of their choice. The District and the grievant may assert the following rights at the review panel hearing:
 - (1) To testify under oath;
 - (2) To compel the attendance of other employees of the District to testify at the hearing;
 - (3) To cross-examine witnesses and employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the review panel;
 - (4) To impeach any witness;
 - (5) To present such affidavits, exhibits and other evidence which the review panel deems pertinent to the inquiry;

(6) To argue the case. The review panel in its discretion may exclude witnesses not under examination except the employee and a District representative and their respective counsel or other representative. The hearing before the review panel shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. The review panel shall not have the authority to amend, modify, change, add to or subtract from any provision of this Agreement in reaching a decision with respect to the grievance. The review panel shall issue its written findings, conclusions and recommendations within fourteen (14) calendar

days of the conclusion of the hearing. Copies shall be delivered and received by an appointed member of the panel on the same working day to each of the following (or his/her official representative): the President, the Dean of Human Resources, the persons named in the grievance, and the grievant.

Step 5

If the decision of the review panel is unacceptable to either party, a written request for an appeal must be submitted to the President of the District within seven (7) calendar days following receipt of the review panel's decision. Upon receipt of the request for appeal, the President shall review the evidence developed in the hearing and may hold a conference with the grievant and any other persons involved. The President will then render a decision and notify the individuals concerned. The decision of the President shall be final and binding and shall constitute the final administrative remedy available to the grievant.

14.4 Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to; provided, however, that any such limits may be extended by the express written agreements of the parties. If the District's authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance immediately to the next step of the grievance procedure. If the grievant fails to appeal the grievance to the next step of the

grievance procedure within the time limit specified in any step of the grievance procedure, the grievance shall be deemed waived and terminated.

ARTICLE 15 – HOLIDAYS

15.1 Holidays for which employees covered by this Agreement may be eligible are:

New Year's Day

Lincoln Day

Washington Day

Cesar Chavez Day

Friday of Spring Vacation Week

Memorial Day

Independence Day

Labor Day

California Admission Day

Veteran's Day

Thanksgiving

Friday after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

- 15.2 Holidays shall be observed on the dates shown on the District's calendar as approved by the Board of Trustees.
- 15.3 When a holiday or alternative observance day falls on a scheduled workday, a regular full-time employee covered by this Agreement shall receive such holiday at his or her full regular rate of pay. When a holiday or alternative observance day falls outside the employee's scheduled workweek, the employee shall receive one day's pay at his or her straight-time rate.
- 15.4 All probationary and permanent employees who are part of the classified service shall be entitled to holiday pay if they are in a paid status during any portion of the workday immediately proceeding or following the holiday.
- 15.5 If an employee is required to work on a holiday, he or she shall receive compensation at the rate of one and one-half (1 ½) times his or her regular rate of pay for each hour worked on such holiday in addition to regular holiday pay.

- 15.6 In lieu of holiday pay or compensation for time worked on a holiday as provided herein, the employee and the District may agree to compensatory time off. Such compensatory time off shall be scheduled by the District according to District needs, and shall be granted by the District within twelve (12) calendar months following the date on which the holiday occurred, or if not granted within such period, shall be paid in the manner set forth above.
- 15.7 If for any academic year during the term of this Agreement, the Governing Board of the District determines that California Admission Day is to become a scheduled day of instruction on the District's academic calendar, such holiday shall be converted to a floating holiday for employees in the unit. An employee's utilization of such holiday must create at least a three-day (3) weekend within the academic year in which the holiday accrues; is subject to the employee providing his or her supervisor with not less than thirty (30) calendar days notice of the anticipated date of such holiday; and is subject to the scheduling needs of the District. The floating holiday shall be administrated in accordance with Section 15.4 through 15.6 above.

ARTICLE 16 – VACATION

16.1 Full-time employees who are covered by this Agreement, and who are in paid status for eleven or more days in each relevant calendar month, shall earn vacation as follows:

- a) One (1) through three (3) years of continued service = One (1) day per month.
- b) Four (4) through six (6) years of continuous service: One and one-quarter (1 $\frac{1}{4}$) days per month.
- c) Seven (7) through ten (10) years of continuous service: One and one-half (1 $\frac{1}{2}$) days per month.
- d) Eleven (11) or more years of continuous service: One and three-fourths (1 $\frac{3}{4}$) days per month.

16.2 Vacation time may not be taken in the month in which it is earned.

16.3 Insofar as practicable and consistent with the needs of the District, vacation shall be granted at times most desired by employees, provided, however, that nothing in the Article shall be construed to prohibit the District from requiring employees to take vacation in lieu of cash payment as provided in 16.5 below. A vacation schedule shall be established at the beginning of each fiscal year for anticipated vacation during that fiscal year. Employees shall submit vacation requests to the Director of College Safety Services by April 1st for the subsequent fiscal year. Modifications in the vacation schedule may be made during the fiscal year at the discretion of the immediate supervisor of the employee with two (2) weeks written notice or at the

discretion of the Director of the Department or designee. The decision of the Director or designee shall not be grievable. If conflicting vacation requests of employees in the Department must be reconciled, preference shall be given to the timely request of employees having the most continuous service with the District.

16.4 Vacation not taken in one year may be accumulated from year to year, provided, however, that employee's maximum total of accumulated vacation as of the end of each fiscal year (June 30) shall not exceed the accrual caps set forth in Section 16.5 below.

16.5 The accrual limit shall be twenty-two (22) 8 hour days or 176 hours. Payout for unused vacation shall not occur unless the District does not permit an employee to take his/her full annual vacation. Evidence of the District's refusal to permit an employee to take his/her full annual vacation shall consist of a written vacation request submitted by the employee to his/her immediate supervisor on or before April 1, and a response from the immediate supervisor endorsed by the VP of Administrative Services on or before each July 1, indicating that the employee's services cannot be spared at any time during the fiscal year.

ARTICLE 17 – BEREAVEMENT LEAVE

- 17.1 Each employee covered by this Agreement shall be entitled to a leave with pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period not to exceed three (3) consecutive working days, or five (5) consecutive working days if travel of over three hundred (300) miles is required. The immediate family is defined as the husband, wife, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, or grandfather of the employee or the spouse of the employee, or any other person for whom the employee is legally responsible.
- 17.2 Bereavement leave is not applicable when the employee is on an unpaid leave of absence unless the bereavement immediately precedes or immediately follows such absence.
- 17.3 Up to one (1) day off with pay may be granted if it is necessary for an employee to make funeral arrangements or to attend the funeral of close relatives who are not immediate family as defined in Subsection (1) above. Up to one-half (1/2) day with pay may be granted to attend the funeral of a distant relative or a close friend, provided no substitutes for the employee is needed.

ARTICLE 18 – SUBPOENA OR JURY DUTY LEAVE

- 18.1 When an employee covered by this Agreement must be absent because of a mandatory court appearance, except as a litigant, said employee shall suffer no monetary loss by reason of said service.
- 18.2 Fees, exclusive of mileage, paid by the court or party requiring the employee's appearance shall be paid to the District unless the fees are greater than the employee's salary, in which case the employee may retain the fees and be listed as absent because of personal business without pay.
- 18.3 A copy of the subpoena or a certificate of the Clerk of the Court must be filed with the absence report.
- 18.4 An employee who is on jury duty or subpoena leave and who is excused or released from such duty on a day when such employee otherwise would be regularly scheduled to provide services for the District shall, as a condition of receiving compensation from the District under this Agreement, notify his or her supervisor and be prepared to perform work during his or her regular shift if the supervisor directs the employee to report for work and if the excuse from duty would permit the employee to report during at least half of such shift. This provision shall be applicable to employees on swing shift when such employee would be available to perform such services if they were assigned to a day shift.

ARTICLE 19 – MILITARY LEAVE

19.1 Military Leave will be granted for active required duty only, which shall include orders to report for military or veterans physical examinations and service in the reserve corps. An employee in permanent status shall receive his or her regular compensation for the first thirty (30) calendar days of such leave if the active required duty falls within the employee's assigned work period. In all other cases, military leave shall be without pay.

ARTICLE 20 – SICK LEAVE

- 20.1 Full-time employees covered by this Agreement shall earn paid sick leave at the rate of one day for each month in which the employee is on paid status for eleven (11) or more working days.
- 20.2 There shall be unlimited accrual of sick leave for all employees covered by this Agreement.
- 20.3 An employee who cannot report for work because of illness or injury shall notify or see that someone else notifies his or her immediate supervisor at the earliest possible opportunity. Such notice shall be given no later than four (4) hours before the employee's scheduled shift except in extreme circumstances.
- 20.4 An employee who is absent in excess of five (5) consecutive days must arrange for his or her attending physician to send a report to the Office of Human Resources stating the nature and anticipated duration of the illness. An employee who is able to anticipate a disability-related leave of absence for which benefits under this Section and related Sections of this Article will be utilized, shall provide the District with advance written notice and arrange for his or her attending physician to send a report to the Office of Human Resources stating the nature and anticipated duration of the illness. Before returning to work, an employee must report to the District Physician with a written statement from the attending physician confirming the employee's ability to return to regular duties as of a specified date.

- The District may require physician certification of illness and an authorization to return to duty for an absence of less than five (5) consecutive days when the District has reasonable cause to believe that an employee is claiming sick leave for purposes not contemplated by this Section and gives the employee notification that such certification is required.
- 20.5 No employee shall be entitled to sick leave with pay for absences caused by disability arising from sickness or injury purposefully self-inflicted or caused by willful misconduct.
- 20.6 When a regular permanent employee is absent from his or her duties on account of illness or accident, whether or not the illness or accident arises out of or in the course of employment, the employee shall be credited with a total of one hundred (100) working days per fiscal year of part-pay sick leave, less the number of accumulated or current sick leave previously used in that fiscal year. Such days of paid sick leave shall be compensated at a rate of fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this Section shall exclude any other paid leave, holidays, vacation, or compensatory time to which the employee is entitled.
- 20.7 An employee may be granted additional leave without pay not to exceed six (6) months. The employee must submit written request for leave without pay status to the Director of the Department. Upon recovery, the employee shall present written evidence satisfactory to the District Physician of being released for return to duty. The

employee shall be restored to a position within the class to which he or she was assigned.

20.8 If, at the conclusion of all applicable leaves of absence and after all attempts to reasonably accommodate the job to the employee's known handicap, the employee is still unable to assume the duties of his or her position, he or she shall be placed on a reemployment list for a period of thirty-nine (39) months.

20.9 An employee who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

20.10 Disabilities associated with pregnancy, childbirth or related medical conditions shall be treated as any other temporary disability. In addition, employees shall be entitled to utilize accrued vacation and compensatory time off for disabilities covered under this Section.

ARTICLE 21 – PERSONAL NECESSITY LEAVE

21.1 Employees entitled to accrue sick leave benefits under this Agreement shall have the right to utilize unused sick leave for the following purposes:

- a) The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in the Bereavement Policy. Members of the employee's immediate family as used in this Section means the husband, wife, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren of the employee or of the spouse of the employee, son-in-law, daughter-in-law, or any relative living in the immediate household of the employee or any other person for whom the employee is legally responsible.
- b) An accident involving the employee's person not otherwise chargeable to an illness or injury leave or to an industrial illness leave. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, require the attention of the employee during the assigned hours of service, and cannot be attended to during non-duty hours.
- c) An accident involving the employee's property or the person or property of a member of the employee's immediate family. Member of the employee's immediate family is defined in paragraph (a) above. Such accident must be serious in nature,

involve circumstances the employee cannot reasonably be expected to disregard, require the immediate attention of the employee during his or her assigned hours of service, and cannot be attended to during non-duty hours.

- d) An appearance of the employee in court as a litigant or as a witness under an official order. The employee must return to work in cases where it is not necessary for the employee to return to court following a lunch period.
- e) An illness of a member of the employee's immediate family as defined in paragraph (a) above, serious in nature which, under the circumstances, the employee cannot reasonably be expected to disregard and which requires the attention of the employee during assigned hours of service.
- f) The birth of a child making it necessary for an employee who is the father of the child to be absent during his assigned hours of service.
- g) Imminent danger to the home of an employee occasioned by a factor such as fire or flood, serious in nature which, under the circumstances, the employee cannot normally be expected to disregard and which requires the attention of the employee during assigned hours of service.

21.2 The total number of unused days of sick leave allowed in a fiscal year for Personal Necessity Leave shall not exceed seven (7) days.

- 21.3 The days allowed for Personal Necessity Leave shall be deducted from and may not exceed the number of full days of accrued sick leave to which the employee is entitled.
- 21.4 Personal Necessity Leave shall not be granted during a scheduled vacation or leave of absence.
- 21.5 Payment for absence shall be made only upon certification by the Director of the Department that the absence was because of a situation designated as a personal necessity within the meaning of Section 21.1 of this article. The employee shall complete the Employee Absence Report and state the nature of such necessity.
- 21.6 Personal Necessity Leave may not be used for participation in a work stoppage or any activity that is contrary to law.

ARTICLE 22 – INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 22.1 An employee who suffers an industrial accident, illness or injury incurred in the course and scope of employment, shall be entitled to a leave of absence with pay for not more than sixty (60) days in any one fiscal year for any one such accident, illness or injury. Paid leave of absence under this Section shall cover days during which the District is in session or when the employee would otherwise be required to work. Utilization of such leave shall be subject to the conditions set forth in Sections 22.2 through 22.14 below.
- 22.2 A “Report of Employee Injury” form, available in the office of the VP for Administrative Services, must be prepared at once. In addition, an employee shall when physically able, immediately report any job-related injury or accident within one (1) workday to his or her immediate supervisor or any appropriate administrator. An employee shall, when physically able, immediately report any job-related illness to his or her immediate supervisor or an appropriate administrator within one (1) workday of knowledge that the illness is job related.
- 22.3 Such leave shall not be cumulative from year to year.
- 22.4 Such leave will commence from the first day of absence because of a verified industrial accident or illness.
- 22.5 Payment for any leave associated with industrial illness, injury or accident shall not, when added to any benefits paid to the employee

under the Workers Compensation laws of California, exceed the employee's normal daily rate of compensation.

22.6 The amount of leave will be reduced by one day for each day of authorized absence regardless of any Worker's Compensation award to the employee.

22.7 The continuation of authorized absence into a subsequent fiscal year shall not be deemed to extend or increase the sixty (60) days of leave available for such industrial accident or illness.

22.8 Utilization of such leave shall be subject to the employee's submission of a physician's certification of illness or injury and the effects thereof. Such certification shall be made by a physician satisfactory to the District provided that, if the District designates such physician, it shall be responsible for the reasonable cost of the examination required for such certification.

22.9 Leave with pay because of industrial accident or illness shall first be charged to this sixty-day (60) leave provision before an employee is required to utilize any accumulated sick leave. If an employee is still absent from work as a result of the same accident after sixty (60) days, the employee will then be entitled to utilize accrued sick leave provided under Article 20 herein, including half-pay sick leave provided under Section 20.6 herein. After all sick leave has been used, the employee may elect to supplement Worker's Compensation with accrued vacation or compensatory time off.

22.10 If a leave with pay for injury or illness has been charged to an employee's accumulated sick leave, and if it is subsequently determined that the employee was injured while acting in the course and scope of his or her employment, all such leave previously charged to sick leave shall instead be charged to any remaining balance of such employee's industrial accident or illness leave before any further charges are made against the employee's accumulated sick leave.

22.11 During all paid leaves of absence, whether sixty-day (60) industrial accident leave, sick leave, vacation, compensatory time off, or other available leave in connection with an industrial accident or illness, the employee shall endorse to the District any checks received under the Workers' Compensation laws of California. Upon receipt of the endorsed check, the District shall issue the employee appropriate salary warrants for the employee's salary and shall deduct normal retirement and other authorized contributions.

22.12 The governing board may by rule or regulation provide for such additional leave of absence for industrial accident or illness as it deems appropriate. Requests for additional leave shall be submitted through the Office of Human Resources. District approval or denial of additional leave of absence shall not be subject to the grievance procedure.

22.13 An employee shall be entitled to return to service after an industrial accident or illness leave involving a temporary disability award only

upon presentation of a release from a District-authorized physician certifying the employee's ability to return to his or her position without restriction and without detriment to the employee's physical or emotional well-being.

22.14 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to resume the duties of his/her position, the employee shall, if not placed in another position with the District, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the 39-month period, the employee shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with the appropriate seniority requirements. Any employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

ARTICLE 23 – FAMILY AND MEDICAL LEAVE

23.1 Family and Medical Care Leave. As required by State and Federal law, the District will provide family and medical care leave for eligible employees. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided by this Article, "Leave" under this Article shall mean leave pursuant to the FMLA and CFRA.

23.2 Members Eligible for Leave. A member is eligible for leave if the member:

- a) Has been employed for at least 12 months; and
- b) Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

23.3 Reasons for Leave:

A member is eligible for leave if the member:

- a) The birth of a child or to care for a newborn of a member;

- b) The placement of a child with a member in connection with the adoption or foster care of a child;
- c) Leave to care for a child, parent or a spouse who had a serious health condition; or
- d) Leave because of a serious health condition that makes the member unable to perform the functions of his/her position. A “serious health condition” includes an illness, injury impairment, or physical or mental condition that involves:
 - 1. Any period of incapacity or treatment in connection with a hospital, hospice, or residential medical care facility;
 - 2. Any period of incapacity requiring absence for work, or more than three (3) work days, that also involves continuation treatment by (or under the supervision of) a health-care provider;
 - 3. Continuing treatment by a health-care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) work days; or
 - 4. For prenatal care by a health-care provider;
“Continuing Treatments” include:
 - a) Two or more visits to a health-care provider;
 - b) Two or more treatments by a health-care practitioner (e.g., physical therapist) on referral from or under the direction of a health-care provider; or

- c) A single visit to a health-care provider that results in a regimen of a continuing treatment under the supervision of the health-care provider.

23.4 Amount of leave:

Eligible members are entitled to a total of twelve (12) workweeks of leave during any twelve-(12) month period. A 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. The twelve-(12) month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave, the District will look back over the previous twelve-(12) month period to determine how much leave has been used in determining how much leave a member is entitled to.

23.5 Member Benefits While on Leave:

Leave under this Article is unpaid. In addition, while on leave, members will continue to be covered by the District's medical insurance. However, members will not continue to be covered under the District's non-health benefit plan unless members make the appropriate contributions for continued coverage. If a member fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the member does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the member to leave. The

District shall have the right to recover premiums through deduction from any sums due the District (e.g., unpaid wages, vacation pay, etc.)

23.6 Use of Other Accrued Leaves While on Leave:

If a member uses leave for any reason permitted in section 23.2, he/she must concurrently exhaust all other accrued leaves (except sick leave) in connection with the leave. The exhaustion of other accrued leaves will run concurrently with the leave. If a member requests for his/her own serious health condition, in addition to concurrently exhausting other accrued leaves, the member must also exhaust sick leave.

23.7 Medical Certification:

Members who request leave for their own serious health condition or to care for a child, parent, or a spouse who has a serious health condition, must provide written certification from the health-care provider of the individual requiring care. If the leave is requested because of the member's own serious health condition, the certification must include a statement that the member is unable to perform the essential functions of his/her position. If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health-care provider chosen by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the member. The opinion of the third provider will be binding. If a member requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an

immediate family member with a serious health condition, the member must provide medical certification that such leave is medically necessary. “Medically necessary” means there must be a medical need for leave and that the leave can best be accomplished through intermittent or reduced leave schedule.

23.8 Member notice of Leave:

Although the District recognizes that emergencies arise which may require members to request immediate leave, members are required to give as much notice as possible for their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if a member knows that he/she will need leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the member shall inform his/her supervisor as soon as possible that such leave will be needed. If the District determines that a members notice is inadequate or the member knew about the requested leave in advance of the request, the District may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

23.9 Reinstatement Upon Return from Leave:

Upon expiration of leave, a member is entitled to be restored to the position of employment held when the leave commenced or to an equivalent or comparable position. As a condition of restoration of a member whose leave was due to the member’s own serious health condition, which made the member unable to perform his/her job, the

member shall obtain and present a fitness-for-duty certification from the health-care provider that the member is able to resume work. Failure to provide such certification will result in denial of restoration.

23.10 Required Forms:

Members must fill out the following applicable forms in connection with leave under this Article:

1. “Request For Family or Medical Leave” form prepared by the District to be eligible for leave;
2. Medical Certification – either for the member’s own serious health condition or the serious health condition of a child, parent, or spouse;
3. Authorization for Payroll Deductions for Benefit Plan Coverage Continuation; and
4. Fitness for Duty to Return from Leave form.

ARTICLE 24 – BREAK IN SERVICE/CHANGE IN TYPE OF LEAVE

- 24.1 An employee's absence under any of the paid leave provisions of this Agreement shall not be considered a break in service, and the employee shall continue to accrue all seniority and benefits for which he or she is otherwise eligible.
- 24.2 An employee who is on an approved unpaid leave of absence for one year or less or whose employment is terminated voluntarily or by layoff and who returns to employment with the District within thirty-nine (39) months of such termination or layoff shall not be credited for the accrual of any benefits or seniority during the period of such leave, termination or layoff.
- 24.3 The Director of the Department may in his/her sole and absolute discretion grant an employee's request to change from one type of paid leave to another where the employee has provided advance written notice and certification of the reasons for such change.

ARTICLE 25 -HEALTH AND WELFARE

- 25.1 During the term of this Agreement, the District will provide health, dental, life, and vision care insurance under its current plans or such alternative plans as it may designate to eligible full-time employees assigned to work at least seventy-five percent (75%) time at a monthly salary rate provided, however, that the District shall not be obligated to make premium contributions for each employee in excess of the rates in effect on **June 30, 2005**. Any increase in the cost of maintaining benefits under the plans shall be paid by each covered employee in the manner determined by the District. Notwithstanding the above, the District may, in its sole and absolute discretion, elect to pay all or a portion of any increase in insurance premiums. In such case, the cap on the District's premium obligation shall be adjusted to the level voluntarily assumed by the District, but the District shall be under no obligation whatsoever to assume the cost of any future premium increases.
- 25.2 Each employee bears the responsibility for meeting all requirements for eligibility in any plans sponsored by the District and for properly completing all employment and application forms.
- 25.3 No premiums shall be paid by the District for health, dental, life, or income protection insurance coverage for employees on unpaid leave except as provided for in Article 23. An employee on an approved unpaid leave may continue coverage in the District-sponsored health, dental and life insurance plans for up to twelve (12) months by

preparing a personal check or money order payable to the District for the full amount of the monthly contributions which indicates the coverage and month for which payment is being made and transmitting the check or money order to the District Fiscal Services to be received on or before the fifth (5th) calendar day of the month of coverage.

25.4 Employees on unpaid sick leave may continue health, dental and life insurance for as long as the District indicates the employee is eligible for reemployment. In order to continue such insurance, the employee must transmit monthly contributions to the District in the manner set forth in Section 25.3 above.

25.5 In lieu of District coverage for an individual's health insurance plan (for those with dual coverage) the District will provide during a ten- (10) month period an amount equal to one- half (1/2) the cost of an individual premium of the District's lowest-cost health plan for each member electing this option provided that:

1. This option may be selected only during the open enrollment period for health insurance or at the time of initial employment.
2. Requests to change to health insurance coverage from the cash option may be made only during the open enrollment period.
3. Cash benefits provided under this plan must comply with Internal Revenue Service Section 125.

4. Those choosing this option must submit evidence of coverage and sign a form provided by the Benefits Office in Fiscal Services.
5. If this option is chosen, District-paid medical insurance coverage will be canceled effective October 1 of the year of the election of this option and will be available again only at the next regular open enrollment period.

**ARTICLE 26 – BENEFITS FOR EMPLOYEES WHO RETIRE
UNDER THE TERMS OF THIS AGREEMENT**

26.1 Medical/Dental Insurance:

- a) Eligible retirees may elect to continue coverage under District-sponsored medical and dental plans on the same terms, including District-paid premium contributions, as coverage is offered to full-time employees of the District, through the month in which the retiree reaches age sixty-five (65).

- b) In order to be eligible for this benefit, the retiree must meet the following criteria:
 - 1. Must have retired from District employment under the Public Employee's Retirement System (PERS) or the State Teachers Retirement System (STRS).
 - 2. Must be at least fifty-five (55) years of age at the time of retirement.
 - 3. Must have completed at least fourteen (14) years of service with the District.
 - 4. Must have been eligible to receive District-sponsored medical and dental benefits in his/her last full year of employment.
 - 5. Must be eligible for coverage under the District's medical and dental plans.

- c) If, following retirement, the retiree ceases to be eligible for receipt of retirement benefits under PERS or STRS, the benefit described in this Article will also cease.

- d) Early retirees who have not been employed by the District fourteen (14) years but who have completed a minimum of five (5) years of service may elect to retain group coverage under the District-sponsored medical and dental plans by paying the monthly premiums to the District. Such premiums must be received by the District by the first day of the month for coverage during that month.
- e) For retirees who satisfy conditions 1 and 3 of paragraph B of this Article, and who have attained the age of sixty-five (65), the District will pay \$1,440 annually, intended to help cover the cost of Medicare supplementary insurance.

ARTICLE 27 – LAYOFFS

- 27.1 Whenever an employee covered by this Agreement is laid off for lack of work or lack of funds, affected employees shall be given notice of layoff not less than forty-five (45) days prior to the effective date of their layoff. The order of layoff within the class shall be determined by the total number of hours worked. The employee, who has worked the least number of hours in class, plus higher classes, shall be laid off first. Re-employment shall be in reverse order of layoff so that employees with highest seniority shall be re-hired first. Hours worked shall not be interpreted to mean any service performed prior to entering into probationary status or to any hours worked on over-time. An employee cannot be laid off if a short-term employee is retained to render services that the employee is qualified to render.
- 27.2 All employees in an acting capacity shall be laid off first before any probationary employees are laid off.
- 27.3 Any probationary employee who had permanency in another class covered by this Agreement shall be returned to the class in which permanency was attained, replacing the last person hired in that class with less seniority. All probationary employees in a class shall be laid off before any permanent employee in the class is laid off.
- 27.4 The order of layoff of permanent employees shall be the employee with the least number of hours worked in class, plus higher classes, being laid off first. Subsequent layoffs shall continue in that order.

- 27.5 Employees laid off have displacement rights (which must be calculated for each individual). The first right is to move into a vacant position in the affected class. If there are no vacancies, the next right is to move into the position occupied by the employee with the least seniority in class. If the person laid off is least senior in the affected class, that person may displace into a lower class in which he or she had attained permanency, displacing the least senior in the class.
- 27.6 A re-employment list shall be established and maintained for thirty-nine (39) months. Names of employees laid off from the District shall be placed on the list in reverse order of layoff. Employees on disability leave of absence shall be merged into the list on the basis of the total number of hours accrued at the time they went on leave. Employees who have accepted voluntary reduction in hours or classification shall have an additional twenty-four (24) months (for a total of sixty-three (63) months) of reemployment rights.
- 27.7 Employees on the reemployment list must be willing to accept reemployment in class within five (5) days after notification of the offer. If the offer is declined, the next person on the list shall be called. An employee may decline three (3) offers of reemployment. After the third refusal, no additional offers need be made unless the employee requests, in writing, that he or she wishes to be reactivated.
- 27.8 Absences because of layoff shall be considered as unpaid leave and shall not constitute a break in service.

ARTICLE 28 – COMPUTER LOAN PROGRAM

28.1 Eligible employees are all regular monthly employees employed with PCC for one year and eligible for benefits. The maximum loan amount is \$4000. There can be only one outstanding loan. The initial loan must be repaid in full before a subsequent loan can be processed. The maximum repayment period is 2 years. There is no interest charged for this loan. The repayment method is through payroll deduction. A promissory note must be executed by the employee prior to funds being released to the vendor.

ARTICLE 29 – MISCELLANEOUS

- 29.1 Every four years all employees must file with the District Physician acceptable evidence indicating freedom from active tuberculosis. Each new employee must satisfy this requirement as a condition of employment within five (5) days of initial assignment. The District will defray the cost of a chest x-ray in satisfaction of this requirement when obtained from District-approved facilities.
- 29.2 The District shall, upon the receipt of an employee's individually signed authorization card provided by the District, deduct from such employee's earnings the amount specified by the employee for the following: Pasadena School Employees Federal Credit Union; Tax Sheltered Annuities; Associated In-Group Donors; the United Way; and California School Employees Association dues.
- 29.3 The District agrees to deduct from paychecks of employees covered by this Agreement voluntary contributions to the Victory Club, a political action committee fund, in addition to and with CSEA membership dues. CSEA shall provide the District with written payroll deduction authorization signed by the employee and shall notify the District the amount designated by the contributing employee that is to be deducted from his/her paycheck each month. The District shall transmit along with and in the same transaction as dues, such voluntary contributions on behalf of employees. CSEA shall indemnify and hold harmless the District from any and all loss or

liability including reasonable attorney's fees resulting from the District's compliance with the terms of this Section.

ARTICLE 30 – SAVINGS

- 30.1 In the event that any provision of this Agreement shall at any time be declared invalid by the final judgment of any administrative agency or court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, and all remaining provisions shall remain in full force and effect.
- 30.2 The term “District” and “District Management,” as utilized in this Agreement, shall be deemed to be synonymous and shall, as appropriate, include the District as an entity, the Board of Trustees, the President/Superintendent, and all other members of District Management, including management at the level of the work site.
- 30.3 The inclusion within this Agreement of any matter not within the scope of representation pursuant to California Government Code, Section 3543.2, is without precedent as to any future positions by the District concerning the negotiability or non-negotiability of such matter, and the District expressly reserves the right to refuse or negotiate or renegotiate any written agreement on matters determined to not be within the scope of representation pursuant to California Government Code, Section 3543.2.
- 30.4 The parties agree that it is to their mutual benefit to encourage the resolution of differences through the process provided by this Agreement. Therefore, it is agreed that CSEA #819 will support this Agreement for its term and will not appear before any public body or

bodies to seek change or improvement in any matter subject to the meet-and-negotiate process, except by mutual written agreement of the District and the CSEA #819.

ARTICLE 31 – CONCERTED ACTIVITIES

- 31.1 The parties and all employees covered by this Agreement understand and fully agree that the primary mission of the District is the education of students, and that any form of concerted activity, work stoppage, or other deliberate interference with the operations of the District is inconsistent with the mission of the District and potentially harmful to the students being educated within the District. Accordingly, CSEA #819, its agents and the employees it represents agree that there shall be no strike, work stoppage, or any other concerted interference with operations, or any picketing, or any refusal to enter upon any District premises for any reason whatsoever during the term of this Agreement.
- 31.2 CSEA #819 recognizes and agrees that it has a duty and obligation to the District and to the students being educated within the District to actively and affirmatively advise and direct any employee engaging in any form of concerted activity or advocating any form of concerted activity to immediately cease such action.
- 31.3 Any employee who participates in any activity prohibited by this Article shall be subject to immediate discharge or such discipline as the District shall determine.
- 31.4 If CSEA #819 or any of its agents or the employees represented by it engage in, cause, instigate, encourage, condone, or ratify any strike, work stoppage, or any other form of concerted interference with the

operations of the District, picketing, or refusal by employees to enter upon the District's premises, the District may, in its discretion, suspend and withdraw any and all privileges and/or services provided to CSEA #819 by this Agreement or by any District policy, rule or regulation.

31.5 CSEA #819, its agents and the employees represented by it further understand and agree that there shall be no strike, slowdown, stoppage of work, or any acts of any nature, including picketing, that tend to interfere with the operations of the District or of any other governmental agency or body, whether such acts be related to sympathy with another group of employees or employee organization wholly within the District.

31.6 The inclusion of this Article in this Agreement shall in no way be deemed to preclude or stop the District from seeking any form of legal relief to which it may be entitled during the term of this Agreement or at any other time.

ARTICLE 32 – EFFECTS OF AGREEMENT

- 32.1 It is the intention of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein. Any prior or existing understanding or agreements by or between the parties, whether formal or informal, any and all existing District policies regarding the matters set forth herein, except to the extent specifically incorporated herein, are hereby superseded and terminated in their entirety as to the employees in this unit.
- 32.2 Except as set forth by the term of this Agreement, nothing herein shall be construed to limit, or decrease, or modify the rights of employees under the California Education Code or California Government Code Section 3300 et seq. (the Peace Officers Bill of Rights).
- 32.3 The procedures specified in Article 32.2 above shall be deemed to satisfy the administrative hearing requirements of the Peace Officers Bill of Rights (California Government Code Section 3300 et seq.).
- 32.4 Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its right to meet and negotiate with respect to any subject, or matter covered herein, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated this Agreement, and even though any such subject or matter was proposed and later withdrawn.

32.5 Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties unless made and executed in writing by all parties hereto.

ARTICLE 33 – TERM

- 33.1 This agreement shall be effective July 1, 2005, and shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2008.
- 33.2 The terms of this agreement shall be a three (3) year contract with re-opener negotiations in 2006/07 and 2007/08 for wages and benefits only. The re-opener negotiations will commence at a mutually agreeable time between the District and CSEA #819. In the event that either party hereto desires to negotiate the provisions of a successor agreement, such party shall serve upon the other, during the period of March 1, 2008 to March 31, 2008 its written request to commence negotiations.
- 33.3 All members shall have available an electronic version of this Agreement on the District's website.

Pasadena Area Community
College District

California School Employees
Association, Chapter 819

James Albanese,
Interim VP, Admin. Services

Alan Chan, President

Jorge C. Aguiñiga
Dean of Human Resources

Peter Benson, Treasurer

Peter Michael
Director of College Safety

Leilani Roberts, Secretary

Bradley Young
Supervisor of College Safety

Valerie Hollins
Labor Relations Representative

Ratified by the Board of Trustees
Pasadena Area Community College
District May 17, 2006

Ratified by California School
Employees Association
Chapter 819 May 10, 2006

James Kossler
President and
Secretary to the Board

Appendix A



Pasadena Area Community College District
 Official Classified Monthly Salary Schedule
 Effective July 1, 2005
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Chapter 819 - Parking & Security Officers

Range	Classification
34	Dispatcher
37	Parking and Security Officer
37	Parking Equipment Technician
32	Safety Clerk/Dispatcher
42	Senior Dispatcher
37	Transportation Assistant

Range	A	B	C	D	E	F
31	2344.75	2462.00	2585.11	2714.37	2850.07	2992.57
	13.52	14.23	14.93	15.66	16.47	17.27
32	2403.39	2523.55	2649.71	2782.21	2921.31	3067.39
	13.88	14.59	15.30	16.07	16.88	17.73
33	2462.00	2585.11	2714.37	2850.07	2992.57	3142.21
	14.23	14.93	15.66	16.47	17.27	18.14
34	2523.55	2649.71	2782.21	2921.31	3067.39	3220.75
	14.59	15.30	16.07	16.88	17.73	18.59
35	2585.11	2714.37	2850.07	2992.57	3142.21	3299.31
	14.93	15.66	16.47	17.27	18.14	19.07
36	2649.71	2782.21	2921.31	3067.39	3220.75	3381.81
	15.30	16.07	16.88	17.73	18.59	19.54
37	2714.37	2850.07	2992.57	3142.21	3299.31	3464.28
	15.66	16.47	17.27	18.14	19.07	20.00
38	2782.21	2921.31	3067.39	3220.75	3381.81	3550.88
	16.07	16.88	17.73	18.59	19.54	20.51
39	2850.07	2992.57	3142.21	3299.31	3464.28	3637.50
	16.47	17.27	18.14	19.07	20.00	20.98
40	2921.31	3067.39	3220.75	3381.81	3550.88	3728.44
	16.88	17.73	18.59	19.54	20.51	21.51
41	2992.57	3142.21	3299.31	3464.28	3637.50	3819.39
	17.27	18.14	19.07	20.00	20.98	22.05
42	3067.39	3220.75	3381.81	3550.88	3728.44	3914.84
	17.73	18.59	19.54	20.51	21.51	22.60
43	3142.21	3299.31	3464.28	3637.50	3819.39	4010.36
	18.14	19.07	20.00	20.98	22.05	23.14
44	3220.75	3381.81	3550.88	3728.44	3914.84	4110.61
	18.59	19.54	20.51	21.51	22.60	23.73
45	3299.31	3464.28	3637.50	3819.39	4010.36	4210.88

Range	A	B	C	D	E	F
	19.07	20.00	20.98	22.05	23.14	24.31
46	3381.81	3550.88	3728.44	3914.84	4110.61	4316.10
	19.54	20.51	21.51	22.60	23.73	24.90
47	3464.28	3637.50	3819.39	4010.36	4210.88	4421.42
	20.00	20.98	22.05	23.14	24.31	25.52
48	3550.88	3728.44	3914.84	4110.61	4316.10	4531.94
	20.51	21.51	22.60	23.73	24.90	26.16
49	3637.50	3819.39	4010.36	4210.88	4421.42	4642.47
	20.98	22.05	23.14	24.31	25.52	26.80
50	3728.44	3914.84	4110.61	4316.10	4531.94	4758.55
	21.51	22.60	23.73	24.90	26.16	27.46



Pasadena Area Community College District
 Official Classified Monthly Salary Schedule
 Effective July 1, 2005
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Chapter 819 – College Safety Officers

Range Classification
 53 College Safety Officer
 55 Senior College Safety Officer

Range	A	B	C	D	E	F
53	3856.11	4048.94	4251.38	4463.96	4687.13	4921.48
	22.29	23.36	24.55	25.78	27.02	28.43
54	3952.51	4150.15	4357.67	4575.54	4804.31	5044.51
	22.81	23.97	25.18	26.42	27.72	29.11
55	4048.94	4251.38	4463.96	4687.13	4921.48	5167.57
	23.36	24.55	25.78	27.02	28.43	29.82
56	4150.15	4357.67	4575.54	4804.31	5044.51	5296.75
	23.97	25.18	26.42	27.72	29.11	30.58
57	4251.38	4463.96	4687.13	4921.48	5167.57	5425.94
	24.55	25.78	27.02	28.43	29.82	31.32
58	4357.67	4575.54	4804.31	5044.51	5296.75	5561.62
	25.18	26.42	27.72	29.11	30.58	32.11
59	4463.96	4687.13	4921.48	5167.57	5425.94	5697.25
	25.78	27.02	28.43	29.82	31.32	32.87
60	4575.54	4804.31	5044.51	5296.75	5561.62	5839.68
	26.42	27.72	29.11	30.58	32.11	33.71
61	4687.13	4921.48	5167.57	5425.94	5697.25	5982.09
	27.02	28.43	29.82	31.32	32.87	34.55
62	4804.31	5044.51	5296.75	5561.62	5839.68	6131.71
	27.72	29.11	30.58	32.11	33.71	35.39
63	4921.48	5167.57	5425.94	5697.25	5982.09	6281.23
	28.43	29.82	31.32	32.87	34.55	36.23
64	5044.51	5296.75	5561.62	5839.68	6131.71	6438.25
	29.11	30.58	32.11	33.71	35.39	37.20
65	5167.57	5425.94	5697.25	5982.09	6281.23	6595.29
	29.82	31.32	32.87	34.55	36.23	38.08
66	5296.75	5561.62	5839.68	6131.71	6438.25	6760.17
	30.58	32.11	33.71	35.39	37.20	39.02
67	5425.94	5697.25	5982.09	6281.23	6595.29	6925.05
	31.32	32.87	34.55	36.23	38.08	39.96



Pasadena Area Community College District
 Official Classified Monthly Salary Schedule
 Effective July 1, 2006
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Chapter 819 - Parking & Security Officers

- Range Classification
- 34 Dispatcher
- 37 Parking and Security Officer
- 37 Parking Equipment Technician
- 32 Safety Clerk/Dispatcher
- 42 Senior Dispatcher
- 37 Transportation Assistant

Range	A	B	C	D	E	F
31	2494.81	2619.57	2750.56	2888.09	3032.47	3184.09
	14.39	15.14	15.89	16.66	17.52	18.38
32	2557.21	2685.06	2819.29	2960.27	3108.27	3263.70
	14.77	15.52	16.28	17.10	17.96	18.87
33	2619.57	2750.56	2888.09	3032.47	3184.09	3343.31
	15.14	15.89	16.66	17.52	18.38	19.30
34	2685.06	2819.29	2960.27	3108.27	3263.70	3426.88
	15.52	16.28	17.10	17.96	18.87	19.78
35	2750.56	2888.09	3032.47	3184.09	3343.31	3510.47
	15.89	16.66	17.52	18.38	19.30	20.29
36	2819.29	2960.27	3108.27	3263.70	3426.88	3598.25
	16.28	17.10	17.96	18.87	19.78	20.79
37	2888.09	3032.47	3184.09	3343.31	3510.47	3685.99
	16.66	17.52	18.38	19.30	20.29	21.28
38	2960.27	3108.27	3263.70	3426.88	3598.25	3778.14
	17.10	17.96	18.87	19.78	20.79	21.82
39	3032.47	3184.09	3343.31	3510.47	3685.99	3870.30
	17.52	18.38	19.30	20.29	21.28	22.32
40	3108.27	3263.70	3426.88	3598.25	3778.14	3967.06
	17.96	18.87	19.78	20.79	21.82	22.89
41	3184.09	3343.31	3510.47	3685.99	3870.30	4063.83
	18.38	19.30	20.29	21.28	22.32	23.46
42	3263.70	3426.88	3598.25	3778.14	3967.06	4165.39
	18.87	19.78	20.79	21.82	22.89	24.05
43	3343.31	3510.47	3685.99	3870.30	4063.83	4267.02
	19.30	20.29	21.28	22.32	23.46	24.62
44	3426.88	3598.25	3778.14	3967.06	4165.39	4373.69
	19.78	20.79	21.82	22.89	24.05	25.25
45	3510.47	3685.99	3870.30	4063.83	4267.02	4480.38
	20.29	21.28	22.32	23.46	24.62	25.87

46	3598.25	3778.14	3967.06	4165.39	4373.69	4592.33
	20.79	21.82	22.89	24.05	25.25	26.49
47	3685.99	3870.30	4063.83	4267.02	4480.38	4704.39
	21.28	22.32	23.46	24.62	25.87	27.15
48	3778.14	3967.06	4165.39	4373.69	4592.33	4821.98
	21.82	22.89	24.05	25.25	26.49	27.83
49	3870.30	4063.83	4267.02	4480.38	4704.39	4939.59
	22.32	23.46	24.62	25.87	27.15	28.52
50	3967.06	4165.39	4373.69	4592.33	4821.98	5063.10
	22.89	24.05	25.25	26.49	27.83	29.22



Pasadena Area Community College District
 Official Classified Monthly Salary Schedule
Effective July 1, 2006
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Chapter 819 – College Safety Officers

Range Classification
 53 College Safety Officer
 55 Senior College Safety Officer

Range	A	B	C	D	E	F
53	4102.90	4308.07	4523.47	4749.65	4987.11	5236.46
	23.72	24.86	26.12	27.43	28.75	30.25
54	4205.47	4415.76	4636.56	4868.38	5111.79	5367.36
	24.27	25.50	26.79	28.11	29.49	30.97
55	4308.07	4523.47	4749.65	4987.11	5236.46	5498.29
	24.86	26.12	27.43	28.75	30.25	31.73
56	4415.76	4636.56	4868.38	5111.79	5367.36	5635.74
	25.50	26.79	28.11	29.49	30.97	32.54
57	4523.47	4749.65	4987.11	5236.46	5498.29	5773.20
	26.12	27.43	28.75	30.25	31.73	33.32
58	4636.56	4868.38	5111.79	5367.36	5635.74	5917.56
	26.79	28.11	29.49	30.97	32.54	34.17
59	4749.65	4987.11	5236.46	5498.29	5773.20	6061.87
	27.43	28.75	30.25	31.73	33.32	34.97
60	4868.38	5111.79	5367.36	5635.74	5917.56	6213.42
	28.11	29.49	30.97	32.54	34.17	35.87
61	4987.11	5236.46	5498.29	5773.20	6061.87	6364.94
	28.75	30.25	31.73	33.32	34.97	36.76
62	5111.79	5367.36	5635.74	5917.56	6213.42	6524.14
	29.49	30.97	32.54	34.17	35.87	37.66
63	5236.46	5498.29	5773.20	6061.87	6364.94	6683.23
	30.25	31.73	33.32	34.97	36.76	38.55
64	5367.36	5635.74	5917.56	6213.42	6524.14	6850.30
	30.97	32.54	34.17	35.87	37.66	39.58
65	5498.29	5773.20	6061.87	6364.94	6683.23	7017.39
	31.73	33.32	34.97	36.76	38.55	40.52
66	5635.74	5917.56	6213.42	6524.14	6850.30	7192.82
	32.54	34.17	35.87	37.66	39.58	41.52
67	5773.20	6061.87	6364.94	6683.23	7017.39	7368.25
	33.32	34.97	36.76	38.55	40.52	42.52

1 **Appendix B**

2 Pasadena Area Community College District
3 Peace Officers Association

4
5 **GRIEVANCE REPORT FORM**
6 **STEP 1**
7

8
9 Name of grievant _____

10
11 Date grievance filed _____

12
13 Current assignment of grievant _____

14
15 _____
16
17 Specific article(s) and provision(s) of the Agreement allegedly violated, misapplied or
18 misinterpreted by the District: _____

19
20 _____
21
22 _____
23
24 Statement of grievance (must be clear and concise indicating all circumstances involved and any
25 decision at the Informal level):

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40 Remedy sought: _____

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48 _____
49 Grievant's Signature

Grievant's Representative
(if applicable)

50
51
52
53 Date received by the immediate supervisor _____

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55 Distribution: Grievant; Association

Pasadena Area Community College District
Peace Officers Association

GRIEVANCE REPORT FORM
RESPONSE AT STEP 1

Name of grievant _____

Date grievance filed _____

Name of immediate supervisor _____

Decision of immediate supervisor and reason(s) therefore:

Immediate Supervisor's Signature

Date

Distribution: Grievant; Association

Pasadena Area Community College District
Peace Officers Association

GRIEVANCE REPORT FORM
STEP 2

Name of grievant _____

Date Step 2 filed _____

Statement of reasons for appeal of decision to Step 2 (must attach copy of original grievance and copy of decision at Step 1, if any):

Grievant's Signature

Grievant's Representative
(if applicable)

Date received by the President or designee _____

Distribution: Grievant; Association

Pasadena Area Community College District
Peace Officers Association

GRIEVANCE REPORT FORM
RESPONSE AT STEP 2

Name of grievant _____

Date Step 2 filed _____

Name of appropriate Vice President/Dean _____

Decision of appropriate Vice President/Dean or designee and reason(s) therefore:

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Appropriate Vice President/Dean or Designee's Signature

Date

Distribution: Grievant; Association

Pasadena Area Community College District
Peace Officers Association

GRIEVANCE REPORT FORM
STEP 3

Name of grievant _____

Date Step 3 filed _____

Statement of reasons for appeal of decision to Step 3 (must attach copy of original grievance and copy of decision at Step 2, if any)

Grievant's Signature

Grievant's Representative
(if applicable)

Date received by the President or designee _____

Distribution: Grievant; Association

Pasadena Area Community College District
Peace Officers Association

GRIEVANCE REPORT FORM
RESPONSE AT STEP 3

Name of grievant _____

Date Step 3 filed _____

Decision of President or designee and reason(s) therefore:

President or Designee's Signature

Date

Distribution: Grievant; Association

Pasadena Area Community College District
Peace Officers Association

GRIEVANCE REPORT FORM
STEP 4

Name of grievant _____

Date Step 4 filed _____

Statement of reasons for appeal of decision to Step 3 (must attach copy of original grievance and copy of decision at Step 2, if any)

Grievant's Signature

Grievant's Representative
(if applicable)

Date received by the President or designee _____

Distribution: Grievant; Association

Pasadena Area Community College District
Peace Officers Association

GRIEVANCE REPORT FORM
RESPONSE AT STEP 4

Name of grievant _____

Date Step 4 filed _____

Decision of President or designee and reason(s) therefore:

President or Designee's Signature

Date

Distribution: Grievant; Association

1 **Appendix C**

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Pasadena Area Community College District

4

**CATASTROPHIC ILLNESS/INJURY LEAVE
DONATION PLAN**

5

6

7 **I. ABOUT THE PLAN**

8 The purpose of this plan is to permit an employee, if he or she or a
9 dependent member of his/her immediate household has a catastrophic illness
10 or injury to solicit individual donations of vacation and/or sick leave from
11 fellow employees or to request the use of catastrophic leave days from the
12 Leave Bank. The intent is:

13 A. to ensure that the employee continues to receive medical
14 benefits during the catastrophic illness or injury period, and

15 B. to enable the employee to continue receiving the regular salary.

16 Catastrophic leave is not intended to replace other options available to an
17 employee or dependent whose illness or injury continues after year of such
18 leave, except in limited circumstances, as pre-approved under this plan

19 **II. DEFINITIONS/BASIC PRINCIPLES**

20 A. Catastrophic Illness or Injury: As defined in AB 2114, a
21 catastrophic illness or injury is one that is expected to incapacitate
22 the employee or a dependent in his or her household for an
23 extended period of time, provided taking extended time off work

1 creates a financial hardship for the employee because he or she has
2 exhausted all full-pay sick leave and other paid time off. Examples
3 include life threatening injury or illness, cancer, AIDS, heart
4 surgery, stroke, etc.

5 B. CII Committee: The Catastrophic Illness/Injury Committee is
6 comprised of representatives from CTA (1), CSEA (1), ISSU (1),
7 POA (1), Confidential employees (1), and the Management
8 Association (1) and is chaired by the Dean of Human Resources as
9 a nonvoting member. These members will be appointed each
10 academic year and will be available to consider requests within
11 five (5) working days of a request for leave being received.

12 C. Call for Donations: A District solicitation for donations of leave to
13 either an individual employee or to the Leave Bank.

14 D. Duration: Per AB 2114, all donated leave is available for a
15 maximum of twelve (12) months.

16 E. Extension: In unusual circumstances and upon request to the CII
17 Committee, an additional one (1) year of leave use may be
18 considered.

19 F. Grievances: Nothing in this plan is grievable.

20 G. Individual Requests: Employees meeting conditions of this plan
21 may ask the Office of Human Resources to solicit donations from
22 eligible, participating employees.

23 H. Irrevocability: Once leave is donated, the donor cannot retrieve

1 any portion of the donated leave.

2 I. Leave: Vacation or sick leave accrued to the donating employee. A
3 donating employee must retain no fewer than 30 days of sick leave
4 on record (after the donation) to be eligible to donate sick leave
5 days. There is no limitation on the number of days of vacation
6 leave which an employee may donate.

7 J. Leave Bank: Unused donated day revert to the Leave Bank for use
8 by other catastrophically ill or injured employees. Employees may
9 also donate days specifically to a Leave Bank, when the District
10 solicits such days. The Leave Bank permits those employees who
11 do not wish to request individual donations to use donated leave
12 privately and anonymously.

13 K. Medical Determinations: AB 2114, requires that the District
14 determine that the employee is unable to work due to a
15 catastrophic illness or injury.

16 L. Medical Verifications: AB 2114 requires medical verification of
17 catastrophic illness or injury from a physician at no cost to the
18 District.

19 M. Requests: AB 2114 specifies that an employee who is suffering
20 from a catastrophic illness or injury or the employee's
21 representative (authorized in writing) must request catastrophic
22 leave. Donations cannot be accepted or approved without this
23 request.

24

1 **III. PROCESS FOR EMPLOYEES SUFFERING FROM A**
2 **CATASTROPHIC ILLNESS OR INJURY**

3 An employee requesting catastrophic leave needs to follow this
4 process and meet these guidelines:

5 A. To be eligible for catastrophic leave an employee must have:

- 6 1. used all available forms of paid leave (full-pay sick leave or
7 vacation) except for 50% sick leave, and
8 2. been incapacitated or absent for no fewer than 30 consecutive
9 calendar days.

10 B. The employee submits a letter to the Dean of Human Resources
11 requesting catastrophic leave. Someone authorized in writing by
12 the donee may also file the request. The request must include the
13 following:

- 14 1. a statement indicating whether the employee wishes to use days
15 in the Leave Bank anonymously or to solicit donations specifically
16 for his/her need
17 2. medical verification of the catastrophic illness or injury (the
18 District may require additional medical verification from a
19 physician selected by the District and at the expense of the
20 District), and
21 3. it is the responsibility of the employee or his/her authorized
22 representative to submit sufficient information (as required by this
23 plan) to the CII Committee for approval; insufficient information

1 may be grounds for denial.

2 C. As required in AB 2114, the District determines that the employee is
3 unable to work due to the catastrophic illness or injury.

4 D. Once that determination is made, the Dean of Human Resources will
5 convene the CII Committee and submit the employee request to the
6 Committee with the appropriate information. The Committee will only
7 be provided the name of the requesting employee if the requester has
8 authorized that disclosure in writing. The CII Committee will review the
9 request and, if appropriate, approve it. The Dean will notify the
10 requesting employee in writing of the decision of the CII Committee.

11 E. Employees may use donated days as half or whole days. Days may be
12 used retroactively. There are two choices for the use of donated days
13 as half-days:

14 1. half-day (using 50% sick leave) plus half-day donated leave equals
15 full pay

16 2. half-day donated leave only resulting in full-health benefits
17 coverage and half day (for use after 50% sick leave is exhausted)

18 F. Employees must use all donated leave within a 12-month period after
19 the leave is credited to them. Leave days will be placed in a special
20 donated leave account for the requesting employee for up to one year.
21 After one year of CII Leave, and in unusual circumstances, if an
22 employee requests additional leave, he/she follows the process in
23 items 1-3 above. As a part of the medical determination, the District

1 will seek appropriate medical opinion concerning the employee's or
2 dependent's anticipated recovery date.

3 G. If the employee returns to work and has a reoccurrence of the same or
4 related catastrophic illness or injury, after using any accumulated
5 vacation or sick leave accrued days, he or she may use previously
6 donated leave days. If no reoccurrence of the catastrophic illness or
7 injury occurs within one year of the date the employee returned to
8 work, the unused donated days will revert to the District's Leave
9 Bank.

10 H. Days donated to a specific individual for a specified catastrophic
11 illness or injury may be used only for that illness or injury. A different
12 catastrophic illness or injury must be handled as a separate or second
13 incident.

14 I. Donated sick leave or vacation days are charged on the basis of day-
15 to-day, regardless of the classification and/or salary of either the
16 donee or donor.

17 J. When it is anticipated that an employee's leave will end in less than
18 three months or less for an illness or injury of the employee, the Dean
19 of Human Resources will assist the employee with exploring other
20 options, such as a disability allowance from PERS or STRS, and/or a
21 Social Security disability allowance.

22 K. NOT COVERED: Stress-related illness, elective surgery, normal
23 pregnancy, Workers' Compensation claims, disabilities resulting from
24 alcoholism or drug addition unless the drugs are administered by a

1 physician, intentionally self-inflicted injuries, pre-existing physical
2 maladies (unless a pre-existing malady has been in remission or
3 inactive and the employee suffers another episode of the same or
4 similar malady), or normal illness such as colds, flu, allergies,
5 headaches, etc.

6 **IV. LEAVE BANK**

7 These are the processes and guidelines for the Leave Bank:

8 A. The District annually, or as needed, will promote a “call-for-leave
9 donations” for the Leave Bank.

10 B. Unused donated days reverting to the Leave Bank or days
11 specifically donated to the Leave Bank make up the Leave Bank.

12 C. Requests for Leave Bank days are subject to availability. The
13 District is not responsible for filling requests from the Leave Bank
14 if no days are available.

15 **V. USE OF LEAVE BANK DAYS IN LIEU OF SOLICITING** 16 **DONATIONS**

17 A. When the District approves an employee’s request for Catastrophic
18 Leave and the employee has asked that the District solicit
19 donations of sick leave and/or vacation days, excess days in the
20 Leave Bank will be used before donations are solicited. This will
21 occur when the Leave Bank contains at least 220 days of unused
22 leave at the time the employee requests the solicitation of
23 donations. In such a case, days in the Leave Bank in excess of 220

1 shall first be used for that employee's Catastrophic Illness/Injury
2 Leave.

3 B. The use of days from the Leave Bank under these circumstances
4 will not increase the amount of leave to which the employee is
5 otherwise entitled under this plan.

6 C. When the Leave Bank balance is anticipated to fall to 220 days
7 within three weeks, the District will then solicit individual
8 donations for the requesting employee if the need for catastrophic
9 leave is anticipated to continue beyond the date the Leave Bank
10 will reach a 220-day balance.

11 **VI. REVIEW OF PLAN**

12 All parties to this plan understand and agree that it will be reviewed at the
13 end of three years from its effective date. If at that time any party does not
14 wish to continue the existing policy after that date, that party will notify the
15 others in writing and the plan will be submitted to the negotiations' process
16 (or meet-and-confer process, as appropriate) for the individual groups and
17 will only continue (with possible modifications) for each group if mutually
18 agreed upon in the negotiations' or meet-and-confer process.

19