

AGREEMENT

between

**PASADENA AREA COMMUNITY COLLEGE DISTRICT
and
PASADENA INSTRUCTIONAL SUPPORT SERVICES UNIT
(ISSU)**

**July 1, 2007
through
June 30, 2010**

TABLE OF CONTENTS

Article 1 AGREEMENT	1
Article 2 RECOGNITION	2
Exclusive Representatives	2
Classifications Included.....	2
Exclusions	2
Abolition of Job Classifications	2
New Classifications	2
Removal of Position from Unit	2
Article 3 ASSOCIATION RIGHTS	3
Mail	3
Bulletin Board	3
Meetings with Members	3
Information.....	3
Use of Facilities	4
Use of Equipment	4
Negotiating Release Time	4
Grievance Processing Release Time	4
District-Paid Contract Administration Reassigned Time	5
Training Release Time	5
Printing of Agreement.....	6
Article 4 DUES DEDUCTION AND ORGANIZATIONAL SECURITY	7
Dues Deductions	7
Forms	7
Authorized Deductions	7
Indemnity	7
Organizational Security	7
Information.....	8
Membership Requirements	8
Copy of Agreement.....	8
Article 5 DISTRICT RIGHTS	9
Article 6 NONDISCRIMINATION	10
Article 7 HOURS AND OVERTIME	11
Workweek	11
Alternate Workweek.....	11
Shift Change	12
Computation of Hours Worked.....	12
Lunch Breaks	12
Rest Breaks.....	13
Overtime.....	13
Authorization of Overtime.....	13
Compensatory Time.....	14
Exemptions	14
FLSA Exemptions	15
Article 8 PAY AND ALLOWANCES	16
Salary Schedule	16

Step Increase Date	16
Promotion	17
Reclassification	18
Classification Change	18
Service Increments	18
Work During "Off" Periods.....	18
Differential	19
Pay Days	20
Working Out of Classification.....	21
Personal/Professional Growth Reimbursement Benefit.....	21
Article 9 HEALTH AND WELFARE BENEFITS	23
Article 10 BENEFITS FOR EMPLOYEES WHO RETIRE UNDER THE TERMS OF THIS AGREEMENT	25
Article 11 EMPLOYEE EXPENSES AND MATERIALS	26
Article 12 HOLIDAYS	27
Board-approved Holidays	27
California Admission Day – September 9	27
Holiday Pay	27
Holiday Worked.....	27
Substitute Holiday	28
Article 13 VACATION	29
Earning Limit	30
Vacation Scheduling	31
Vacation Pay	32
Change of Leave Status.....	32
Article 14 LEAVES	33
Sick Leave.....	33
Personal Necessity Leave.....	35
Bereavement Leave	37
Industrial Accident/Illness Leave.....	38
Jury Duty or Subpoena Leave	39
Military Leave	40
Unpaid Leave of Absence	41
Family and Medical Leave	43
Members Eligible for Leave	43
Reasons for Leave	43
Amount of Leave	44
Member Benefits While on Leave.....	45
Use of Other Accrued Leaves While on Leave.....	45
Medical Certification.....	45
Member Notice of Leave	46
Reinstatement Upon Return from Leave	46
Required Forms	47
Unauthorized Leave	47
Break in Service	47
Article 15 EMPLOYMENT POLICIES	48
Vacancies.....	48
Transfers	49
Voluntary Transfers.....	49

Involuntary Transfers	50
Voluntary Demotions.....	50
Medical Transfers.....	51
Acting, Substitute and Short-Term Employees.....	51
Acting Appointments	51
Substitute Employees	51
Short-term Employees	51
Reclassification	52
Definition	52
Request Procedure	52
Notification	52
Time Line	52
Effective Date.....	52
District-initiated Reclassification	52
Article 16 EVALUATION	54
Definition	54
Frequency	54
Evaluator	54
Procedure.....	54
Additional Evaluation.....	55
Unsatisfactory ratings.....	55
Grievance.....	55
Article 17 PERSONNEL FILES	56
Permanent/Official Personnel File	56
Materials in File	56
Derogatory Material.....	56
Disagreement.....	56
Copies	57
Association Review of File	57
Access to File.....	57
Anonymous Material	57
Article 18 GRIEVANCE PROCEDURE	58
Definitions	58
Grievance.....	58
Grievant.....	58
Day.....	58
Immediate Supervisor	58
Informal Level.....	58
Formal Levels.....	59
Step 1	59
Step 2.....	59
Step 3.....	60
Step 4.....	60
Miscellaneous	62
Article 19 DISCIPLINARY ACTION	64
Probationary Employees	64
Permanent Employees.....	64
Causes	64
Disciplinary Procedures	65
Informal Hearing Prior to Disciplinary Action	65
Notice	65
Hearing.....	66

Association Representation.....	66
Exception.....	66
Decision.....	66
Formal Hearing	67
Composition of the Review Panel.....	67
Rights of Parties Before Review Panel.....	67
Procedures for Hearing Before Review Panel.....	68
Findings and Recommendations of Review Panel.....	69
Post-hearing Procedure.....	69
Article 20 LAYOFF AND REEMPLOYMENT	71
Reason for Layoff.....	71
Notice of Layoff	71
Order of Layoff	71
Bumping Rights.....	72
Optional Transfer in Lieu of Layoff.....	72
Layoff in Lieu of Bumping.....	72
Equal Seniority	72
Voluntary Demotion or Voluntary Reduction in Hours	72
Reemployment Procedures	72
Reemployment.....	73
Article 21 SAFETY CONDITIONS OF EMPLOYMENT	75
Article 22 MISCELLANEOUS PROVISIONS	76
Article 23 NO CONCERTED REFUSALS TO WORK	77
Article 24 EFFECTS OF AGREEMENT	78
Article 25 STATUTORY CHANGES	79
Article 26 SAVINGS	80
Article 27 DURATION OF AGREEMENT	81
Appendix A - SALARY SCHEDULE 2007 - 2008	84
Appendix B - JOB CLASSIFICATION LIST	88
Appendix C - GRIEVANCE FORMS	93
Appendix D - PROFESSIONAL GROWTH FORM	99

Article 1

AGREEMENT

- I. The Board of Trustees of the Pasadena Area Community College District, of Los Angeles County, State of California, hereinafter referred to as the "District"; and the Pasadena Instructional Support Services Unit, hereinafter referred to as "ISSU", agree that the Articles contained in this Agreement constitute a bilateral and binding agreement entered into pursuant to the Educational Employment Relations Act (Government Code Section 3540 et. seq.)
- II. This Agreement shall remain in full force and effect after twenty (20) days from the date of ratification of this Agreement by both parties until and including June 30, **2007 2010**.

RECOGNITION

- I. Exclusive Representative. The District recognizes ISSU (Instructional Support Services Unit) as the exclusive representative of employees in the office services/technical unit of the Pasadena Area Community College District in accordance with the certification issued by the Public Employment Relations Board pursuant to a Board-conducted secret ballot election on March 5, 1991.
- II. Classifications Included. All classifications in the ISSU office services/technical unit are contained in Appendix B. This list will be updated on a regular basis as new classifications are added or removed.
- III. Exclusions. Excluded from the ISSU unit are management, supervisory, and confidential employees, all other classified employees, substitute employees, short term employees and student employees.
- IV. Abolition of Job Classifications. Before abolishing any job classification or position within the unit, the District will consult with ISSU prior to Board approval of this action.
- V. New Classifications. Before the District adds new job classifications to other job units represented by an exclusive agent, the District shall notify the Association in writing. Upon receipt by the Association of the District's written notice, the Association shall notify the District in writing within ten (10) working days its intent to negotiate the establishment of the position.
- VI. Removal of Position from Unit. In the event a classification review recommendation indicates a change which would result in a position being removed from the bargaining unit, the District shall notify the Association in writing. Upon receipt by the Association of the District's written notice, the Association shall notify the District in writing within ten (10) working days, its intent to negotiate the removal of the position from the unit.

ASSOCIATION RIGHTS

- I. Mail The Association shall have the reasonable use of the District internal mail system to distribute materials which emanate from the Association office for communication to its unit members, provided that such materials include the name of the Association and date. The Association is responsible for the content of materials sent in the District internal mail system and agrees to comply with California and other applicable laws regarding such materials.

- III. Bulletin Board. The Association shall have the right to put notices of activities and matters of Association concern on a bulletin board designated by the District. All such notices shall include the name of the Association and date. The Association shall be responsible for the content of all its information posted on bulletin boards.

- III. Meetings with Members. Authorized Association representatives conducting Association business may meet with unit members on District property only during times when the unit members are not required to perform assigned duties. Casual, incidental and brief conversations between employees during times when they are required to perform duties are not prohibited by this provision. ISSU members shall be released at prearranged dates and times to attend an information/ratification vote meeting once a year or at such time as any part of the ISSU contract is subject to ratification.

- IV. Information. The District agrees to provide information to the Association upon written request which is necessary and relevant to negotiations, grievance processing and/or Association business related to enforcement of this Agreement pursuant to this provision. The Association shall make all such requests in writing to the Superintendent-President or his/her designee indicating the specific information needed and the reasons for such request. The Superintendent-President or his/her designee will provide the information in a timely fashion or will respond with reasons why the information will not be provided (e.g., burdensome, confidential records, legal privilege, and nonavailability). Prior to each meeting of the PACCD Board of Trustees, the Association shall be provided with a copy of

the complete Board packet. The Association shall be given a copy of any documents provided the Board at open Board meetings.

- V. Use of Facilities. The Association shall have the reasonable use of District facilities at reasonable times for the purpose of meeting concerning negotiations, grievance processing, and/or Association business related to activities pursuant to its responsibilities under the EERA.
- VI. Use of Equipment. The Association shall have the reasonable use of District equipment for the purpose of enforcement of this Agreement provided advance permission is granted by the Superintendent-President and that all costs of materials are promptly paid by the Association. Brief and incidental use of District equipment shall be at no cost provided that there is no disruption of District operations and all such brief and incidental use is reported immediately to the cost center manager.
- VII. Negotiating Release Time. Negotiation meetings between the parties shall take place at mutually convenient times and places. The District shall grant release time without loss of compensation to no more than three (3) official negotiators of the Association for meeting and negotiating with official District negotiators. The term "meeting and negotiating" does not include preparation time, but official negotiators of the Association shall be afforded adequate time before and after negotiation meetings between the parties to travel to and from their work locations, if necessary, and meet briefly with other official negotiators of the Association immediately before and after such negotiation meetings. The amount of time which shall be adequate is one (1) hour. A reasonable number of observers who are members of the ISSU Executive Board may attend negotiations, provided they do so on their own time and that they do not disrupt the negotiations process.
- VIII. Grievance Processing Release Time. The District shall grant release time without loss of compensation to official representatives of the Association for the purpose of processing grievances filed pursuant to the Agreement. Such release time shall be granted only upon twenty-four (24) hours prior notice from the Association to the Superintendent-President or his/her designee with a later follow-up in writing. No more than two (2) bargaining unit

members, in addition to the grievant, shall receive such release time under this provision at any one time for any one grievance. The District and the Association recognize that grievance meetings are scheduled at mutually convenient times.

IX. District-Paid Contract Administration Reassigned Time. The District shall grant fifteen (15) hours of release time weekly to official Association representatives without loss of compensation. This release time shall be noncumulative. The purpose of this release time is for Association members to administer this Agreement or to conduct other Association business as necessary. This release time does not include time for representing employees in grievance conferences, disciplinary hearings or meetings, nor participation in any voluntary dispute resolution process to which the District and ISSU may agree.

Release time under this provision of the Agreement will be subject to the following conditions:

- A. Release time becomes effective following approval of the Agreement by the Board of Trustees.
- B. The Association may designate one (1) non-bargaining unit member to receive all or any of the fifteen (15) hours of approved release time.
 - 1. If the Association designates someone other than a bargaining unit member to receive a portion of the release time, the Association will specify the number of assigned hours each week.
 - 2. The Association will bill the District for an amount not to exceed \$30.00 per hour for such non-bargaining unit assignment.
- C. The Association will provide the District on or before the beginning of each fiscal year or when a change of Association officers occurs, the name of the bargaining unit member(s) to be released.
- D. The employee(s) and their supervisor(s) will meet to arrange a mutually beneficial time for the release time to be scheduled.

X. Training Release Time. The District shall grant release time to bargaining unit members without loss of compensation up to forty (40) hours paid leave annually for the purpose of

its officers and representatives to attend collective bargaining conferences, workshops, seminars, training sessions, or other activities relating to collective bargaining matters, providing that no such leave shall be granted for the purpose of attending any meeting at which any job action is contemplated, planned, or considered.

A. Such release time shall be granted upon written advance notice of one (1) workweek from the Association to the District and the employee's immediate supervisor.

B. No more than three (3) bargaining unit members shall receive released time under this provision at any one time for any such "event."

VIII. Printing of Agreement. As soon as possible after the adoption of the Agreement, the District shall print and provide without charge a copy of this Agreement to every employee in the bargaining unit. The printed contract shall be provided in three-hole punch format and in a reasonably durable three-ring binder cover. Every new member of the bargaining unit shall be provided with a copy of this Agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided, by the District and without charge, with a written copy of any changes agreed to by the parties to this Agreement during the life of the Agreement.

DUES DEDUCTION AND ORGANIZATIONAL SECURITY

I. Dues Deductions. The District will deduct from the pay of Association members and pay to ISSU the normal and regular monthly ISSU membership dues as voluntarily authorized in writing by the employee on the appropriate District form subject to the following conditions:

Forms. Such deduction shall be made only upon submission of the District-approved form by the employee to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Association. The District shall be obliged to put into effect any new, changed, or discontinued (pursuant to Article 4-IV) deduction providing such request is submitted by the 10th of the month to the designated representative of the District and said deduction shall commence with that month's pay period.

II. Authorized Deductions. Upon appropriate written authorization from the employee, the District shall deduct from the salary of the employee and make appropriate remittance for annuities, credit union, charitable organizations, and group insurance plans. If permitted by the remittee company, credit union or charitable organization, the employee may change such deduction at any time pursuant to the following paragraph:

The District shall be obliged to put into effect any new, changed, or discontinued deduction providing such request is submitted by the tenth (10) of the month to the designated representative of the District and said deduction shall commence with that month's pay period.

III. Indemnity. ISSU shall completely indemnify and completely hold the District harmless including legal fees, from any claims, demands or lawsuits arising out of or from the implementation of any provision of this Article.

IV. Organizational Security. The District will deduct employee organization membership dues from the pay of bargaining unit members only for ISSU. Deductions from the pay of bargaining unit members shall not be permissible to any other employee organization. For

the purpose of this Article the term "employee organization" shall mean the same as the definition of employee organization under the Educational Employment Relations Act.

- V. Information. ISSU agrees to furnish necessary information required by the District to implement any provision in this Article.
- VI. Membership Requirements. Any unit member who is a member or becomes a member of ISSU on or after ratification of this Agreement, and who voluntarily authorizes in writing the deduction of membership dues pursuant to provision I in this Article, shall remain a member of ISSU for the duration of this Agreement unless such authorized deduction is revoked in writing to the District between June 1 and July 1 of any school year.
- VII. Copy of Agreement. District will provide a copy of the ISSU contract to each new unit member upon hiring.

DISTRICT RIGHTS

- I. Except as limited by the specific and express terms of this Agreement and by applicable law, it is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds and number of personnel required; maintain the efficiency of District operations; determine the curricula; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency, and to hire, classify, assign, evaluate, promote, terminate, and for cause, discipline employees. This Article shall not be interpreted as a prohibition against the Association to provide input on any such matter.
- II. The District may suspend temporarily any provision of this Agreement in case of emergency for the duration of an emergency only when such temporary suspension is necessary. An emergency shall include national, state, or local declared emergencies and natural disasters such as earthquake, fire or flood.

NONDISCRIMINATION

- I. District and/or ISSU shall not illegally discriminate against any member of the bargaining unit on account of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, political affiliation, domicile, sexual orientation, or membership and/or participation in any employee organization as defined by the EERA.
- II. The District and/or the Association shall not illegally impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by the EERA.
- III. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.
- IV. No grievance arising from this Article shall be processed through the Grievance Procedure by any member of the bargaining unit who simultaneously pursues any other available legal remedy, unless such dual processing is specifically authorized within the express terms of the applicable law.

HOURS AND OVERTIME

I. Workweek. The regular workweek of ISSU members shall be forty (40) hours and the regular workday eight (8) hours, exclusive of lunch. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. The District may establish a workday of less than eight (8) hours or a workweek of less than (40) hours for all or any of its classified positions. Each position in the bargaining unit shall have a regular minimum number of assigned hours per day, days per week, and months per year. The District shall establish the specific hours of employment, including beginning and ending times, for bargaining unit members at each work site. Any reduction of a unit member's regular minimum number of assigned hours will be governed by Article 10.

II. Alternate Workweek.

A. Under the provisions of Education Code Section 88040 and Federal overtime provisions, the District may establish alternate work weeks for unit members as follows:

1. a ten (10)-hour per day, forty (40)-hour, four (4)-day work week
2. an eighty (80)-hour/nine (9)-day work week
3. a work week of four nine (9)-hour days and one four (4)-hour day
4. any other forty (40)-hour work week schedule

The District and the unit member must each agree to the alternate schedule.

B. The following procedures apply to the alternate workweek:

1. A unit member or his/her supervisor may initiate a meeting to discuss a request for an alternate workweek. The meeting must occur prior to a decision about the request. If the request is denied, the supervisor must communicate the reason(s) for this decision.

2. The alternate workweek schedule shall be specified on the Alternate Workweek Agreement form and be provided to Human Resources in advance of the start of the alternate workweek schedule.
3. Participation in any alternate workweek may be terminated by the District or unit member with the provision of a thirty (30)-day notice.
4. Any long-term changes in a unit member's alternate workweek schedule must be indicated on a new Alternate Workweek Agreement form.
5. Any occasional variation(s) in a unit member's alternate workweek schedule must be approved in advance by the supervisor and shall be reported on a standard absence form and on the payroll report, and shall not violate Federal overtime provisions.
6. In the event a unit member is on an extended leave, as defined in Article 14, Sections I.G, IV, VI, VII or VIII, he/she will be returned to a regular 8-40 work schedule for the duration of the leave.

III. Shift Change. The District may change a unit member's shift (beginning and ending times) provided that it gives the unit member twenty-one (21) calendar days notice, except in emergency circumstances.

IV. Computation of Hours Worked. For the purposes of computing the number of hours worked, time during which the bargaining unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member.

V. Lunch Breaks. Unit members working more than five (5) hours each day shall be scheduled for a minimum of one-half (1/2) hour uninterrupted, nonpaid, duty-free lunch period at the approximate midpoint of their shift. Lunch breaks may not be used to shorten the workday; however, a unit member may lengthen his/her workday up to one-half (1/2) hour in order to take a longer lunch break. Unit members who work only five hours each

day may elect to take a one-half (1/2) hour uninterrupted, nonpaid duty-free lunch period at the approximate midpoint of their shift.

- VI. Rest Breaks. Bargaining unit members assigned five (5) hours or more shall be permitted two (2) twenty (20)-minute rest breaks; one (1) during the first half of the workday, and one (1) during the second half of the workday. Breaks may not be combined or used to shorten the workday; however, a unit member may elect to combine one rest break with the lunch break.
- VII. Overtime. Overtime includes any time required to be worked in excess of eight (8) hours in any one (1) workday for employees working a regular eight (8)-hour day, forty (40)-hour week schedule. In the case of an employee working an alternate workweek as provided in Section II of this Article or an employee whose position is exempt from daily overtime under Section X of this Article, only hours worked in excess of forty (40) hours in any workweek shall be overtime eligible. (For a unit member participating in an eighty (80)-hour, nine (9)-day work schedule, the workweek begins at noon of the regularly scheduled day off; this results in a 40-hour workweek.)
- VIII. Authorization of Overtime. Authorization of any overtime shall rest with the District management and any and all overtime must receive prior approval from the immediate supervisor. Except in emergency circumstances, unit members may refuse to work overtime without reprisal.
- A. Time and one-half (1 1/2) will be paid for hours worked in excess of the workweek as defined above.
- B. A unit member who is required to work on a District-recognized holiday shall be compensated at one and one-half (1 1/2) times their regular rate of pay, plus holiday pay.
- C. A unit member who is called back or called in to work shall be guaranteed two and one-half (2 1/2) hours of work, which includes thirty (30) minutes travel time, and

shall be compensated at one and one-half (1 1/2) times his/her regular rate of pay for hours in excess of his/her regular daily work schedule.

D. A unit member who is called back to perform work at or from his/her home shall be guaranteed two (2) hours of work and shall be compensated at one and one-half (1 1/2) times his/her regular rate of pay for hours in excess of his/her regular daily work schedule.

E. If a bargaining unit member has worked two (2) consecutive hours of overtime and the overtime assignment is anticipated to extend for at least one (1) additional hour, the unit member will receive a paid break of twenty (20) minutes at the conclusion of the first two (2) hours of the assignment. The unit member shall receive a five (5) minute paid break at the conclusion of every two (2) hour period thereafter, as long as the assignment is anticipated to extend for at least one (1) additional hour.

IX. Compensatory Time. Absent emergency circumstances, the District shall give the unit member "advance" notice of the decision to grant compensation or compensatory time off. Compensatory time is accrued at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Compensatory time may be earned and used only with prior approval of the unit member's immediate supervisor. The maximum compensatory time which may be accrued by any employee shall be 240 hours (160 overtime hours worked). A unit member shall be permitted to use accrued compensatory time within a reasonable period after it is requested unless the operations of the District would be unduly disrupted. Compensatory time must be used within twelve (12) calendar months after the time was earned, or it shall be paid at the applicable overtime rate. Upon termination of employment, the employee will receive payment for all accrued, unused compensatory time calculated based on the employee's regular rate at the time of termination.

X. Exemptions. Those classifications which are subject to fluctuations in daily working hours not susceptible to administrative control (as indicated in the Classification List, Appendix

B) shall be exempt from daily overtime compensation and compensatory time off. This exemption shall not be applied to hours worked in excess of forty (40) hours in a calendar week. This exemption does not apply to work performed under Education Codes section 82537 (Civic Center Act).

XI. FLSA Exemptions. The District may exempt from overtime compensation those classifications defined as exempt under the Fair Labor Standards Act (FLSA).

PAY AND ALLOWANCES

I. Salary Schedule.

A. Employees are assigned to a range on the classified salary schedule. Each range consists of six (6) Horizontal Steps (A, B, C, D, E, and F). Initial placement will be at Step A unless otherwise authorized by the Superintendent-President. The salary schedules for ~~2006-07~~ **2007-08** is Appendix A respectively, of this agreement.

B. ~~For the~~ The ~~2006-07~~ **2007-08** salary schedule, shall be changed to apply a ~~6.40%~~ **5.00%** salary increase to the ~~2006-07~~ **2007-08** ISSU Salary Schedule, effective July 1, ~~2006~~ **2007**. ~~The salary increase shall be applied to all salaries paid on the ISSU Salary Schedule since July 1, 2006, as reflected in Appendix A.~~
The salary increase shall be applied to all salaries paid on the ISSU Salary Schedule since July 1, 2007 provided, however, that any employee who was terminated for cause between July 1, 2007, and the date of ratification of this agreement, shall not receive such pay increase.

~~C. For the 2004-05 salary schedule shall be increased by funded COLA.~~

~~C.-D.~~ Members will receive salary increases equal to the highest increase, if any, paid to any other bargaining unit for the ~~2006-07~~ **2007-08** year, even if agreement on a wage increase has previously been negotiated between the District and the Association.

~~D. E.~~ For the purposes of this agreement, funded COLA means The Cost of Living Allowance as published by the Chancellor's Office Annual Budget Workshop materials in July/August of each year.

II. Step Increase Date.

A. On the first of the month after completion of six (6) months of continuous satisfactory service and subject to satisfactory performance evaluations, new employees and employees in new positions are eligible for advancement to the

next step. That date becomes the Step Increase Date. The first month of employment is included in this six- (6) month period if employees are in paid status at least eleven (11) working days during the month. Thereafter, subject to satisfactory performance evaluations, employees are eligible for a one- (1) step increase annually on the Step Increase Date until the employee reaches the top step on the salary range.

- B. For longevity movement on the salary schedule, length of service is computed from the first day of employment minus any unpaid leaves. An employee must be in paid status at least eleven (11) working days in a month in order for the month to count. A new Step Increase Date must be computed after a leave of absence or a break in service.

III. Promotion.

- A. If an employee is promoted to a higher classification, the salary will be adjusted on the applicable new range at Step A or at a step that will result in an increase of at least two (2) ranges above the present salary, whichever is more, unless the promotion is of only one range. A promotion of one (1) range will result in a salary increase of one (1) range. After completion of six (6) months of continuous satisfactory service in the new range, the employee is eligible for advancement to the next step. The date this step is attained shall be the employee's new Step Increase Date. Subsequent step advancements shall be made annually from this new date, subject to satisfactory evaluations, until the top of the range is reached.
- B. In the event a promotion occurs on the same date as a salary increase, the employee will first be advanced on the current salary range and will then be placed on the next higher dollar amount on the salary range appropriate for the promotion.

IV. Reclassification.

When a position has been reclassified to a higher range, employees in reclassified positions shall be placed at their current step on the new salary range. If the reclassified employee has not reached the top Step of his/her current range, the Step Increase Date remains unchanged.

V. Classification Change.

When an employee is reduced in range, except for lay off, the District may elect to assign a "Y-rating" to the new range. While in "Y-rating" status, an employee is compensated at the rate of pay received at the time of the change until such time as the compensation for the new range exceeds that rate.

VI. Service Increments. Employees are eligible for a service increment equivalent to one (1) range upon completion of seven (7) years of service; a second service increment equivalent to one (1) range upon completion of ten (10) years of service; a third service increment equivalent to one (1) range upon completion of fifteen (15) years of service; a fourth service increment equivalent to one (1) range upon completion of twenty (20) years of service; a fifth service increment equivalent to one (1) range upon completion of twenty-five (25) years of service; and a sixth service increment equivalent to one (1) 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.

VII. Work During "Off" Periods.

A. Regular bargaining unit members working less than one hundred (100) percent and regular bargaining unit members working less than twelve (12) months may be employed in their current department on a temporary basis as hourly employees at the rate established on the classified salary schedule during their "off" period. Hours thus worked are counted toward seniority. If the hours thus

worked are a continuation of the regular work assignment, sick leave and vacation credit will be earned for the hours worked.

- B. Regular bargaining unit members working less than one hundred (100) percent or regular bargaining unit members working less than twelve (12) months may be employed during their "off" periods in other departments of the College in their current classification or any classification at the same rate of pay as their regular classification. Their hourly rate of pay for this work will be the same as they would receive in their regular position. Hours thus worked are counted towards seniority. Sick leave and vacation credit will be earned if the hours worked meet the requirements for the accrual of sick leave and vacation.
- C. If such an employee chooses to work on an hourly basis in a position with a different classification, the employee may be paid the hourly rate for that classification but will not earn sick leave or vacation. Hours thus worked count toward seniority in that class if it is a lower class than the one in which the employee has a regular assignment.

VIII. Differential.

- A. For employees who, on or before May 5, 1999, were receiving a five (5) percent shift differential for all hours worked based on their work schedule, the following will apply:
 - 1. A differential of two (2) ranges (approximately five (5) percent on the salary schedule) will be paid when fifty (50) percent or more of an employee's assigned time must be worked after 4:00 p.m.
 - 2. The differential is included in the employee's monthly gross rate.
 - 3. If an employee's assignment is temporarily changed during the summer intersession and the employee returns to the twenty (20) hours a week after 4:00 p.m. at the end of the summer session, the differential in this subsection will resume.

B. For employees who are not receiving a differential under the provisions of A above, the following shift differential will apply, effective May 5, 1999:

A differential of two (2) ranges (approximately five [5] percent) will be paid when an employee is required to work beyond 5:00 p.m., only for the hours worked beyond 5:00 p.m.

C. For any differential in A-B above, the following apply:

1. No shift differential shall be paid for alternate workweek schedules, as permitted under Article 7, section II, nor for any overtime work.
2. If an employee's assignment is temporarily changed from differential-bearing hours to hours that would not bear a differential, that differential shall be removed.
3. No employee shall receive both differentials under A and B above at the same time.

D. A differential of two (2) ranges (approximately five [5] percent on the salary schedule) will be paid to bargaining unit members in the following circumstances and with these provisions:

1. When, in the opinion of the District, the employee performs duties of a distasteful, dangerous, or unique nature.
2. When all members in a class are involved in a rotational schedule plan.
3. The differential is included in the employee's gross monthly rate.

E. For any differential in A, B, or D above, the following applies:

Where appropriate, assignment to duties for which differential shall be paid shall be made on the basis of seniority among those within the appropriate class who request such an assignment.

IX. Pay Days

Pay days are on the 10th and 25th of each month. The check issued on the 25th covers the period from the 1st through the 15th of the month and is considered an earned salary advance (ESA) toward that month's net earnings. The check issued on the 10th covers

the period from the 16th to the end of the month and represents the net balance due for the preceding month. The stub for this check will list all voluntary and involuntary deductions as well as any adjustments to salary earned. If the 10th or the 25th falls on a Saturday, Sunday or holiday, employees are paid on the preceding working day. No voluntary deductions are made for the months of July and August, and the employee must take full responsibility for any voluntary deductions the employee is obligated to pay on a twelve(12) month basis.

X. Working Out of Classification. Any unit member required to work out of classification for more than five (5) working days out of fifteen (15) working days, shall have his/her salary adjusted upward beginning with the first working day in the higher classification. A unit member required to work out of class shall receive a five (5) percent salary increase unless this increase exceeds the highest step of the higher classification, in which case the unit member shall be paid at the highest step.

XI. Personal/Professional Growth Reimbursement Benefit.

- A. Bargaining unit members will be eligible for a Personal/Professional Growth Benefit when three (3) semester units are completed at a school accredited by a regional accrediting association.
- B. The benefit will consist of up to ~~\$175.00~~ **\$250.00** educational reimbursement for the costs of completing three (3) or more semester units of lower-division credit, or up to \$425.00 for the costs of completing three (3) semester units of upper-division or graduate credit with a grade of "C" or better.
- C. Only one (1) of the above benefits may be earned each contract year.
- D. Application for the Personal/Professional Growth Reimbursement Benefit must be submitted within one (1) semester following the same year the course work is completed. The employee must include the transcript or grade slip and receipts

for the educational expenses with the application. Forms for claiming this benefit are attached as Appendix D.

Article 9

HEALTH AND WELFARE BENEFITS

- I. During the term of this Agreement, however, if benefits costs for any year of this agreement increase over the prior year by more than 20%, the District may need to take cost containment measures and/or make plan modifications. Before implementing such measures, the District and employee groups will meet to consider any and all alternatives to the proposed plan modification(s) and/or cost containment measures. Insurance benefits for ISSU employees will not be less than those of any other employee group.
- II. The maximum dental benefits shall be \$2,000.
- III. The maximum income protection plan will be \$3,000 per month.
- IV. "Eligible" as used in this Article shall mean those unit members who have an average assignment of seventy-five (75%) percent or greater during the monthly period of service.
- V. An employee may change his/her health plan during the annual open enrollment period, which is usually the month of September.
- VI. When on approved unpaid leave of absence, an employee may continue health and life insurance plans by paying the monthly premiums to the District by personal check by the first (1st) day of the month for which coverage is to continue.
- VII. An employee on paid sick leave continues to be covered by the District-sponsored insurance plans. Employees on unpaid sick leave may continue health, dental insurance, and employee assistance program 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 paragraph VI above. Continuation of life insurance may be possible. Employees must meet eligibility and payment requirements of the plan.
- VIII. 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.

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

I. 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 Employees' Retirement System or the State Teachers' Retirement System.
 - 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 (1st) 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 11

EMPLOYEE EXPENSES AND MATERIALS

- I. The District shall pay the full cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or used by unit members.
- II. The District shall reimburse unit members for the cost, if any, of a tuberculosis test and/or physical examination required as a condition of continued employment under Sections 87408.6 and 88021 of the Education Code.

HOLIDAYS

I. The Following are Board-approved holidays:

New Year's Day* plus one additional day)	Independence Day
Martin Luther King, Jr. Day	Labor Day
Lincoln Day	Veterans' Day
Washington Day	Thanksgiving The day after Thanksgiving
Cesar Chavez Day	Christmas Eve Day
Spring Vacation Day	Christmas Day
Memorial Day	

* Alternative days may be observed

In addition, any days designated by the Board of Trustees as holidays in response to either state or nationally declared proclamation will be observed on a one-time basis only.

II. California Admission Day-September 9. When the Official College Calendar designates the day normally used to observe Admission Day as a working day, employees who are scheduled to work on that date are allowed one additional "floating holiday." This additional holiday will be scheduled by the employee's supervisor according to the needs of the department and must be taken during the scheduled school year to create at least a three- (3) day weekend. A floating holiday cannot be carried over to another fiscal year.

III. Holiday Pay. Holidays are paid at the employee's regular rate of pay. Part-time monthly employees receive their pro rata share of holiday pay. Employees must be in paid status on the working day immediately before or after the holiday in order to receive holiday pay. Holidays paid but not worked are considered time worked for overtime purposes.

IV. Holiday Worked. When a classified employee is required to work on any holiday, he/she shall be paid compensation or shall receive compensatory time off at one and one-half (1 ½) times his/her regular salary for such work in addition to the regular pay received for the holiday.

- V. Substitute Holiday. If a classified employee works a workweek other than Monday through Friday and as a result loses a holiday to which he/she would otherwise be entitled, the District will provide a substitute holiday of eight (8) hours for a one hundred (100) percent assignment (prorated for part-time monthly assignments) or eight (8) hours of compensation (prorated for part-time monthly assignments) to which the employee would have been entitled had the holiday fallen within the employee's normal work schedule. A substitute holiday must be used within twelve (12) months after the time was earned.

VACATION

I. Annual Vacation Earnings Rate: Full-time employees who are covered by this Agreement, and who are in paid status for eleven (11) or more days in each relevant calendar month, shall earn vacation as follows:

A. One through three years of continuous service: One (1) day per month.

Annual Vacation Earning Rate: 12 days Maximum for Assignment

<u>10 mos.</u>	<u>11 mos.</u>	<u>12 mos</u>
10	11	12

B. Four through six years of continuous service: One and a quarter (1 ¼) days per month.

Annual Vacation Earning Rate: 15 days Maximum for Assignment

<u>10 mos.</u>	<u>11 mos.</u>	<u>12 mos</u>
12 ½	13 ¾	15

C. Seven to ten years of continuous service: One and one-half (1 ½) days per month.

Annual Vacation Earning Rate: 18 days Maximum for Assignment

<u>10 mos.</u>	<u>11 mos.</u>	<u>12 mos</u>
15	16 ½	18

D. Eleven or more years of continuous service: One and three-quarter (1 ¾) days per month.

<u>10 mos.</u>	<u>11 mos.</u>	<u>12 mos</u>
17 ½	19 ¼	21

~~After completion of six (6) months of continuous service to the District, employees earn paid vacation for each calendar month during which they are in paid status for eleven (11) or more days, retroactive to the first month of employment. Annual vacation accrual cannot~~

exceed the maximum for the total number of months of the assignment as shown in the following table:

Years of Service	end of	Vacation Accrual	Maximum for Assignment		
			10 mos.	11 mos.	12 mos.
1	3 years	1 day/month	10	11	12
4	6 years	1-1/4 day/month	12-1/2	13-3/4	15
7	10 years	1-1/2 day/month	15	16-1/2	18
11+	years	1-3/4 day/month	17-1/2	19-1/4	21

II. If an assignment is less than 100 percent, vacation is earned at the same rate, prorated to the percentage of the assignment.

III. **Accrual Limit. Earning Limit. Employees earn vacation according to the Annual Vacation Earnings Rate described in Article XIII, Section I. An individual employee may never earn more than two (2) times his or her Annual Vacation Earnings Rate.**

~~Vacation not taken in one year may be accumulated from year to year; however, the accrual limit at the end of any fiscal year is twenty-two (22) days. On or before September 10, the District will notify employees of any excess vacation days as of the immediately prior June 30.~~

~~Vacation balances on June 30 in excess of the accrual limit (exclusive of days to be earned between June 30 and December 31) must be used by December 31. If an employee is not permitted to use his/her excess vacation days, the employee will be paid for the excess days. In such a case, the employee must have submitted a written vacation request to the immediate supervisor no later than September 15, and subsequently received a written response from the supervisor endorsed by the area Vice President or Dean where appropriate, indicating the employee's services could not be spared at any time between the receipt of the vacation request and December 31. If an employee does not use the vacation in excess of twenty-two (22) days, and does not follow the above-stated process required for receiving payment for the excess vacation days, s/he will not accrue additional vacation days after January 1, until the excess~~

~~vacation days beyond twenty-two (22) days are used. The days that would have otherwise been accrued are permanently lost.~~

IV. Vacation Scheduling. Vacation schedules are determined according to the needs of the District. The preferences of employees will be considered but the immediate supervisor's determination as to vacation schedules shall be final. The District reserves the right to require, upon such advance notice as is consistent with the needs of the District, the use of vacation at any time. If the District requires the use of vacation within the first six (6) months of employment, vacation will be advanced to the employee to the extent it will be accrued by the end of that fiscal year.

If ten- (10) or eleven (11) month employees take their "off" months at a period other than during the summer intersession, the time off should be taken in periods of a minimum of ten (10) days at a time or a full month. If as a result of this schedule, the employee works more than eleven (11) days in each and every month of a year, that employee will not earn more than the number of vacation days that can be earned by others with the same annual assignment of months.

Employees are encouraged to take vacation in periods of not less than ten (10) consecutive working days. Except for employees who are required by the District to take their vacation during specified periods, vacation cannot be used during the month in which it is earned.

A holiday for which the employee is eligible and which falls within a prescribed vacation period will be deemed a holiday and will not be charged as vacation.

Requests for vacation time off shall be made in writing to the immediate supervisor as far in advance of the requested date as possible, but generally no more than five (5) months before the requested date. If conflicting requests of employees in a department must be reconciled, preference on the first occurrence of such a conflict shall be given to

the timely request of employees having the most continuous service with the District. Timely, as used in this Article means requests received within a five (5)-day period.

A vacation scheduled in advance will not be canceled by the District unless extraordinary and compelling circumstances prevail. The employee may have recourse to discussion with the appropriate Vice President or Dean.

- V. Vacation Pay. Upon separation from employment, an employee is entitled to lump sum compensation for all unused, accrued vacation. Fiscal Services will deduct from the last check the full amount of salary paid for any unearned days of vacation advanced to the employee.

If an employee moves from a classified position to a tenure-track academic position that does not accrue vacation, the employee will be paid for unused, accrued vacation at the time of termination from the classified payroll.

An employee in an acting assignment who is not on the regular classified staff, will be paid for any unused, accrued vacation at the end of his/her acting assignment.

- VI. Change of Leave Status A regular classified employee who becomes ill or is bereaved for a period in excess of one (1) day during his/her vacation period may be placed on the appropriate leave if proper procedures are followed. The employee must immediately notify the supervisor as to the nature of the requested change. An illness must be verified by the doctor on a form provided by the District when the employee returns to work. The employee may be required to provide proof of bereavement. Upon proper verification, the District may reinstate the vacation days and charge the time to sick leave or bereavement.

- VII. Employees who wish to work during the Winter Break at times that normally require the use of vacation, may do so if their supervisor agrees that there is work necessary for the employee to do at that time, and provided that appropriate supervision can be arranged.

LEAVES

I. Sick Leave.

- A. Full time unit members earn full-pay sick leave at the rate of one (1) day per month not to exceed the total number of months of the employee's assignment. Such sick leave may be accumulated from year to year. Employees on less than one hundred (100) percent assignments earn sick leave on a pro rata percentage basis. All unused sick leave accumulates from year to year. If an employee previously worked for another community college district or county school, he/she may be entitled to transfer the earned sick leave. Upon the employee's report, the Human Resources Office will facilitate the transfer.
- B. At the beginning of the fiscal year, July 1, a regular employee will be advanced one (1) day of sick leave for every month of assignment. A new employee may be advanced a maximum of six (6) days, or the proportionate amount to which he/she may be entitled, for use prior to the completion of six (6) months of active service. After six (6) months, the new employee will be advanced additional sick leave in the amount of one (1) day per month for the remaining months of the employee's annual assignment.
- C. Holidays occurring during authorized sick leave will not be charged against sick leave.
- D. If an employee is unable to report for duty on any scheduled working day, it is the employee's obligation to inform his/her supervisor of such absence. If an absence due to illness is such that the employee is not certain whether he/she will be able to work each day, the employee shall notify his/her supervisor each day to reaffirm the absence. Failure to appear for duty without notifying the supervisor as soon as possible after the usual time to report to work will be considered personal absence without pay and may be grounds for discipline.
- E. The District retains the right to require a doctor's report verifying illness and/or fitness to return to duty at the District's discretion. In addition, whenever an

absence requires a doctor's care and it appears to the doctor that the illness will require an absence of more than ten (10) working days, the employee must arrange for the attending physician to send a report on a District form to the Office of Human Resources stating the nature and anticipated duration of the illness. The employee must notify his/her immediate supervisor on the first day of each week to verify that he/she still is unable to work. A new report from the doctor may be necessary monthly for an extended illness.

- F. Whenever an employee is absent due to illness for more than ten (10) working days, the employee must provide the Office of Human Resources with a written release from the doctor on a form provided by the District stating that the employee is able to return to regular duties as of a specific date. The supervisor may not permit the employee to return to work without the clearance from the Office of Human Resources. Failure to comply with the Article may lead to unpaid leave until such clearance is obtained.
- G. When an employee has used all accrued full-pay sick leave, he/she may be eligible for extended sick leave paid at fifty (50) percent of the employee's regular rate of pay. During the fiscal year, extended sick leave is provided up to a maximum of one hundred (100) working days of paid leave, including full-pay sick days. Part-time employees will be afforded these same rights on a pro rata basis for one hundred (100) days. When an employee has used all accrued full-pay sick leave and becomes eligible for extended sick leave, he/she may use accrued vacation days to supplement the extended sick leave pay in order to achieve fully paid days.
- H. Employees who wish to use extended sick leave benefits shall provide on a District form written satisfactory certification to the Office of Human Resources that the illness, injury, or incapacity requires absence from duty during the period of extended sick leave. The District reserves the right to require proof of illness

and may refer any claims for extended sick leave benefits to the District physician whose decision as to the employee's eligibility shall be final.

- I. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness. Eligible employees are entitled to receive compensation at their regular rate of pay charged against credited sick leave for the workdays missed during the period of disability, provided that the District receives a medical status report from the attending physician.

II. Personal Necessity Leave.

- A. Unit members entitled to sick leave benefits are eligible for personal necessity leave to be charged against unused, accrued full-pay sick leave. Such leave may be granted for the following reasons:

1. The death of a member of the employee's immediate family or immediate household when the number of days absent exceeds the limit provided in the Bereavement section of this Agreement. As used in the Article, member of the employee's immediate family means the employee's spouse, 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. As used in this Article, a member of the employee's immediate household means a person who is, for all intents and purposes, a full-time resident of the same household as the employee.
2. An accident involving the employee's person or property, or the person or property of a member of the employee's immediate family or immediate household as defined in paragraph II. A. 1. Such accident must be

serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, and require the attention of the employee during usual assigned hours of service.

3. An appearance of the employee in court as a litigant party or as a witness except under an official order. The employee must return to work in cases where it is not necessary for the employee to be absent beyond the employee's normal meal period.
4. An illness of a member of the employee's immediate family or immediate household as defined in paragraph II. A. 1. 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 the assigned hours of service.
5. The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during his assigned hours of service.
6. Imminent danger to the home of an employee occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during the assigned hours of service.
7. Personal business of a nature that cannot be transacted outside of assigned working hours for which there is no alternative as to person, time, or place for its transaction.

B. D. Personal Necessity is subject to the following conditions:

1. The total number of days allowed in the fiscal year for such leave shall not exceed ~~six (6)~~ **seven (7)** days.

2. The days allowed shall be deducted from and may not exceed the number of accrued full-pay sick days.
3. Personal necessity leave may not be taken during a scheduled vacation or a leave of absence.
4. Personal necessity leave may not be taken for purposes that involve payment for the employee's services.
5. Personal necessity leave may not be taken to extend vacation time.
6. Personal necessity leave may not be used for tardiness.
7. Personal necessity leave may not be used for any activity that is contrary to law.

C E. Personal necessity leave claimed against accrued sick leave must be so designated on absence reports, but reasons for such leave are not required. However, the District may require such proof of the need for the use of personal necessity as it deems necessary.

III. Bereavement Leave.

- A. Employees are eligible for a paid leave of absence for a death in the immediate family or the immediate household. The allowed leave may not exceed three (3) working days or five (5) working days if travel of over three hundred (300) miles is required.
- B. Employees must provide such proof of eligibility for bereavement leave benefits as may be required by the District.
- C. The immediate family includes the employee's spouse, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren of the employee or the spouse of the employee, son-in-law, daughter-in-law, or any relative living in the immediate household of the employee as defined in Part II. A. 1., or any other person for whom the employee is legally responsible.
- D. Up to one (1) day's paid leave may be granted for an employee to make funeral arrangements and/or to attend the funeral of relatives not listed above.

- E. Up to one-half (1/2) day's paid leave may be granted for an employee to attend the funeral of a friend.
- F. Paid bereavement leave is not available during unscheduled hours or days of employment, during an unpaid leave of absence, or during the unpaid period of the year for those employees on a ten- (10) month or eleven- (11) month assignment.

IV. Industrial Accident/Illness Leave.

- A. An injury which occurs while the employee is at work must be reported immediately to the employee's immediate supervisor, and an Industrial Accident/Illness Report must be prepared at once.
- B. Necessary medical care and hospitalization are covered by Workers' Compensation Self-Insurance Fund under California Workers' compensation laws.
- C. Employees with injuries requiring the attention of a physician should be sent for medical treatment to the medical facility designated by the District. This facility has been especially selected for the treatment of the employee's injuries, and the doctors are familiar with workers' compensation laws regarding reporting and billing. Information on the proper procedures to follow may be obtained from the Office of Business Services.
- D. An employee who has given written notice to the District prior to any injury or illness of his/her desire to be treated by a personal physician may consult that physician. However, in the event of an emergency situation, proper medical aid should be rendered immediately.
- E. The District reserves the right to require employees to be examined by District selected physicians.
- F. Regular employees eligible for workers' compensation who are absent from duty because of illness or injury directly resulting from an industrial accident/illness may be granted a paid industrial accident/illness leave from the fourth day up to

and including the last day of such absence, not to exceed sixty (60) working days for the same accident. The amount of salary due in any calendar month will be the amount receivable as if the accident/illness had not occurred.

- G. While an employee is on paid industrial accident/illness leave, the temporary disability indemnity check payable to the employee must be mailed from the claims administrator to Fiscal Services, Payroll Section. The Payroll Section will notify the employee to endorse the check. Regular paychecks will not be released until the disability indemnity checks from the claims administrator have been endorsed.
- H. If an employee is unable to return to work after using all paid industrial accident/illness leave, the employee's absence will be charged against his/her accumulated sick leave. When all accrued full-pay sick leave has been used, the employee is eligible for extended sick leave paid at fifty (50) percent of his/her regular salary up to a maximum of one hundred (100) days.
- I. While on extended sick leave, the employee may keep that portion of the worker's compensation disability payment which when added to the extended sick leave is equal to a full day's wage or salary.

V. Jury Duty or Subpoena Leave.

- A. Employees are eligible for paid leave when they are required to be absent because of a mandatory court appearance, except as a litigant. No more than two (2) percent of the classified staff will be granted paid jury duty leave at any one time.
- B. Employees are required to notify the immediate supervisor and the Office of Human Resources upon receipt of the required jury duty notice. Employees are required to return to work during any workday or portion thereof during which jury duty service is not required.
- C. The District requires verification of jury duty prior to providing compensation. In order to receive full compensation during required service, the employee must

sign over to the District all compensation received for jury duty less mileage reimbursement. In the case of subpoena leave, the employee must submit a copy of the subpoena or a certificate from the clerk of the court with the absence report.

VI. Military Leave.

- A. Employees who are members of the reserve corps of the armed forces of the United States or of the National Guard or national militia are eligible for a temporary military leave of absence not to exceed one hundred eighty (180) days for required active duty. Military service includes orders to report for military or Veteran's physical examinations and service in the reserve corps. If the employee belongs to an Armed Forces Reserve Unit and is required to report for annual training duty, military leave will apply for the period of training duty. In lieu of paid leave, the District may adjust the work schedules of employees who serve weekend National Guard duty, so that such duty is served by employees on their own time.
- B. Employees who have been employed by the District at least one (1) year immediately prior to the day on which the military leave of absence begins will receive regular compensation for the first thirty (30) calendar days of said leave if this time falls within the employee's usual work period. Pay for such purposes will not exceed thirty (30) days in any one (1) fiscal year.
- C. An employee employed less than one (1) year may use six (6) days of personal necessity leave for this duty, but the remainder of the military leave will be unpaid.
- D. If the employee's military unit is called to active duty, the military leave is expected to exceed one (1) month, and the employee wishes to return to the presently held position at the expiration of the leave, a statement to that effect must be included in the request for leave. At the option of the District, a qualified replacement may be employed to perform the duties of the position during the

leave. At least ninety (90) days prior to the expected date of return from military leave, the employee must notify the Office of Human Resources confirming his/her desire to return to the former position.

- E. Reinstatement of employees who fail to comply with these requirements will be at the discretion of the District and will depend upon the availability of a suitable vacancy.
- F. A copy of military orders must be presented to the Office of Human Resources when requesting any military leave.

VII. Unpaid Leave of Absence.

- A. Employees in regular status may be granted an unpaid leave of absence for the following reasons:
 - 1. Recuperation from illness or injury
 - 2. Personal business of a non-profit nature.
 - 3. Extended travel.
 - 4. Care of dependent or close relative.
 - 5. Military service.
 - 6. Maternity Leave.
- B. Unpaid leave will not be granted for the employee to take paid employment of a nature that could be construed to be permanent or is likely to become permanent.
- C. Unpaid leave will not be granted for more than six (6) months at a time and may be extended. A leave of absence may be revoked by action of the Board of Trustees when it appears to the satisfaction of the Board that the absent employee is engaged in activities for which the initial leave would not have been granted.
- D. Unpaid leave of one (1) week or less is subject to the approval of the cost center manager. Unpaid leave of more than one (1) week but less than (4) weeks is subject to the approval of the appropriate Assistant Superintendent or Dean. All

leaves of four (4) weeks or more are subject to the approval of the Board of Trustees.

- E. If time spent on unpaid leave equals or exceeds one (1) month, the employee's Service Increment Date and the Step Increase Date will be adjusted by the number of months of unpaid status. For this purpose, the employee will be considered in unpaid leave status for a minimum of one (1) month for any leave that equals or exceeds twelve (12) working days, and the employee will be considered in unpaid leave status for that month.
- F. If the employee wishes to return to his/her current position at the expiration of the leave, a statement to that effect must be included in the request for leave. If the employee does not wish to return to the current position, assignment to another position in the same class and at the same salary will depend on the availability of a suitable position.
- G. If an employee requests to return from a leave earlier than the authorized expiration date granted by the Board of Trustees, the Board of Trustees will determine the date of return.
- H. Application forms for leave of absence are available in the Office of Human Resources. When the leave has been approved by the cost center manager, the completed form should reach the Office of Human Resources at least two (2) weeks before the effective date of the leave to allow sufficient time for Board approval
- I. The District does not pay insurance premiums for employees on unpaid leave. The District-sponsored health insurance and life insurance plans may be continued for the length of the approved leave if the employee pays the premium(s). The employee assumes complete responsibility for the timely receipt of the premium(s) by the first day of the month for coverage to continue in that month.

- J. The employee must reinstate District-sponsored insurance plans in the Benefits Office located in Fiscal Services upon his/her return.
- K. It is the employee's responsibility to reinstate all voluntary deductions in Fiscal Services when returning from leave.

VIII. Family and Medical 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 or 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code §12945.2). Unless otherwise provided by this Article, "Leave" under this Article shall mean leave pursuant to the FMLA and CFRA.

A. Members Eligible for Leave.

A member is eligible for leave if the member:

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

B. Reasons for Leave.

Leave is only permitted for the following reasons:

- 1. The birth of a child or to care for a newborn of a member;
- 2. The placement of a child with a member in connection with the adoption or foster care of a child;
- 3. Leave to care for a child, parent, spouse, or member of the employee's immediate household. (As used in this Article, a member of the employee's immediate household means a person who is, for all intents and purposes, a full-time resident of the same household as the employee.)

4. Leave because of a serious health condition that make 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:

- a. Any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility;
- b. Any period of incapacity requiring absence from work, of more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health-care provider;
- c. Continuing treatment of 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) calendar days; or

“Continuing treatments” include:

- (1) Two (2) or more visits to a health-care provider;
- (2) Two (2) 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
- (3) A single visit to a health-care provider that results in a regimen of continuing treatment under the supervision of the health-care provider.

d. For prenatal care by a health provider.

C. 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.

- D. 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 plans 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 to the District (e.g., unpaid wages, vacation pay, etc.).

- E. Use of Other Accrued Leaves While on Leave. If a member uses leave for any reason permitted in Section VIII.B., 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 leave for his/her own serious health condition, in addition to concurrently exhausting other accrued leaves, the member must also exhaust sick leave.

- F ~~XI~~. 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 members 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 an intermittent or reduced leave schedule.

- G. 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 of their need for leave. If leave is foreseeable, at least thirty (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 member's 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.
- H. 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.

- I. Required Forms. Members must fill out the following applicable forms in connection with leave under this Section:
 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 for 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.
- IX. Unauthorized Leave. Any unit member absent without being on approved leave shall have deducted from his/her salary the appropriate amount covering such period. The District reserves the right to take appropriate disciplinary action against such unit member. Failure to notify the District of anticipated absence prior to the commencement of the unit member's shift may constitute unauthorized leave.
- X. Break in Service. No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- XI. Nothing in this Article shall restrict the rights given to employees under State law.

EMPLOYMENT POLICIES

I. Vacancies.

- A. Notice of all job vacancies within the bargaining unit shall be posted in the display case outside the Office of Human Resources and sent to every cost center of the College and to the Association for circulation and/or posting on the same day as the position is opened to the public. Any ten- (10) or eleven- (11) month employee who is on his/her "off" time during the period of the posting shall be mailed a copy of any notice he/she designates in writing by first class mail on the date the position is posted. Bargaining unit members will provide the Human Resources Office with a stamped, self-addressed envelope(s) for this purpose.
- B. The job vacancy notice shall remain posted for a minimum of ten (10) working days, during which time any unit member may file a written application for the position on the form provided by the Office of Human Resources.
- C. The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- D. If a test or examination is required and is scheduled during a Bargaining Unit member's normal work assignment, the unit member applying for that position may arrange in advance to take the test during working hours without loss of compensation.
- E. When announcing a vacant position, the District shall adhere to the Title V Affirmative Action Regulations, Section 53021, particularly regarding "in-house or promotional-only" recruitment.

II. Transfers.

- A. For the purposes of this Article the term transfer shall mean a lateral movement within the current salary range from one work position or station to another work position or station in the District.
- B. For the purpose of this Article, the term demotion shall mean movement by a unit employee to a classification with lesser responsibilities and a lower salary range.
- C. A permanent unit member transferring within the current salary range or taking a voluntary demotion shall retain his/her Step Increase Date and seniority rights.

III. Voluntary Transfers

- A. Regular unit members are eligible to apply for a voluntary transfer to a position presently within the employee's current salary range or to a position in a classification previously served in by that employee, or to a position which would be a demotion for that employee.
- B. Unit employees may at any time file a written transfer request for consideration for any such vacancy. Transfer requests shall be submitted to the Human Resources Office and must be on a form supplied by the District. This request will be in effect for one (1) year from the date of filing.
- C. When a new position is created or an existing position becomes vacant, the District shall first consider a transfer of any bargaining unit employee serving in the same current salary range who has filed a transfer request in accordance with III. B. above. All employees who have filed for transfer and may be eligible for a particular vacancy shall be notified in writing of pending consideration. These employees shall be provided with a copy of the job description for the vacant position, and shall have two (2) working days to confirm their desire to be considered for transfer to that position. They shall also have the opportunity, within the same time frame, to inform Human Resources, in writing, if they possess any of the requirements for the vacant position which are not required for their current job.

- D. Only persons who fulfill all of the requirements of the vacancy will be considered for transfer.
- E. Requests from unit members seeking transfers shall be considered by the selecting manager and a committee composed of at least two classified employees from the receiving department. Considerations shall include hire date, seniority within the present classification of the employee, skills, abilities, job performance, suitability for the specific requirements and environment of the vacant position, recency of experience performing the duties of the vacant position, and the Faculty and Staff Diversity Plan.
- F. An approved transfer resulting from the request of a unit member shall be considered permanent. Therefore, no additional probationary period shall be required.

IV. Involuntary Transfers.

- A. After consultation with the Association, the administration may initiate transfers of bargaining unit members whenever the administration determines that such a transfer will best meet the needs of the District.
- B. The unit member being transferred shall be given ten (10) working days' notice, absent emergency circumstances.
- C. Transfer under this Article shall be considered permanent; therefore, no additional probationary period shall be required.

V. Voluntary Demotions.

- A. Unit members may apply for and shall be considered for a voluntary demotion in the same manner as for a voluntary transfer.
- B. In the case of a vacancy in a lower classification, unit members who have requested a voluntary demotion shall be given preference over other applicants with equal or lesser qualifications.
- C. Demotion under this Article shall be considered permanent; therefore, no additional probationary period shall be required.

VI. Medical Transfer. A unit member may request a transfer or the District may assign a unit member to another position in cases where the unit member is medically unable to assume his/her regular duties. The medical opinion of the District physician shall be the final and determining judgment.

VII. Acting, substitute, and short-term employees.

In the case of an absence, a vacancy, or a need for additional short-term help, the District may hire employees as follows:

A. Acting appointments. The District may appoint a regular employee to serve in another position on an acting basis when a position is temporarily vacant because an employee is on an extended leave, or if a position becomes vacant. If the District decides to temporarily fill such a vacant position; it will first notify and consider for an acting appointment all qualified regular employees in the work unit where the vacancy occurs. As used in this Article, work unit means all employees who report directly to a manager or to a supervisor who reports directly to that manager.

B. Substitute employees. The District may employ a substitute employee, pursuant to Education Code Section 88003, to replace any unit member who is temporarily absent from duty. If the District is engaged in recruiting a permanent employee to fill a vacancy in a unit position, the District may fill the vacancy through the employment, for not more than sixty (60) calendar days, of one or more substitute employees. After consultation with the Association, the District may extend the sixty (60)-day period, in no more than sixty (60)-day increments, up to a total of one year. Substitute employees, employed and paid for less than 75 percent of a fiscal year, shall not be a part of the classified service.

C. Short-term employees. The District may employ a short-term employee, pursuant to Education Code 88003, to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Short-term employees, employed and paid for less than

seventy-five (75) percent of a fiscal year, shall not be a part of the classified service.

VIII. Reclassification.

- A. Definition. Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.
- B. Request Procedure. An employee may initiate a position review by completing forms provided by the Office of Human Resources. The employee shall submit the completed form to his/her immediate supervisor, who will review and discuss the review request with the employee before submitting the form to the Office of Human Resources.
- C. Notification. If a request is denied, the employee will be notified in writing with specific reasons given for the denial. An employee whose request is denied may request a conference with the Dean of Human Resources to clarify any unanswered questions or issues.
- D. Time Line. Classification reviews will take place in the spring of each year. The Office of Human Resources will notify employees of the impending reviews on approximately January 1 of each year. Reclassification applications must be completed and submitted to the immediate supervisor for review and discussion by approximately March 1.
- E. Effective Date. Approved reclassification will go into effect July 1. The affected employee's Step Increase Date shall not change.
- F. District-initiated Reclassification. In the event of a District-initiated reclassification, the effected employee(s) shall have full opportunity to submit a detailed description of their current duties and responsibilities before any final decision is made.
- G. Annually, during the month of January or February, the District will offer interested employees a workshop to explain the position review process and to answer employee's questions about the process.

- H. A committee of classified employees groups (including confidential employees and other classified unions) and management representatives (equal numbers of managers and classified) will be formed by November 1, 2002 and will make its best efforts to make a recommendation for a position review appeals process by March 31, 2003.
- IX. Over the five-year period starting May 5, 1999, the District will review and where appropriate amend employees' position descriptions. On or before September 15, 1999, the District and the Association will form a committee of equal numbers of appointees (not to exceed three (3) each) to determine the order in which the position descriptions will be reviewed. The committee will meet once a month for not more than twelve (12) months unless all parties involved in the committee agree that more time will be productive. The committee will make a written recommendation for the order in which the positions will be reviewed to the District and the Association on or before September 15, 2000.

EVALUATION

- I. Definition. The term “evaluation” as used in this Article means a formal written evaluation on the District ISSU Performance Evaluation form.
- II. Frequency. The District shall evaluate all permanent unit members once each year. The District shall evaluate all probationary unit members during the third (3rd), sixth (6th), and tenth (10th) months of employment. The initial probationary period for unit members shall be one (1) year from the date of hire. Any subsequent probationary period due to appointment to a higher classification shall be six (6) months from the date of appointment. In the latter case, the District shall evaluate such employees during the second (2nd) and fifth (5th) months of employment.
- III. Evaluator. The evaluator shall be the unit member’s immediate supervisor, unless otherwise designated by the District.
- IV. Procedure.
 - 1. In a timely manner, and prior to the initial evaluation, the evaluating supervisor shall meet with a new employee to discuss, clarify, and complete the duties and standards sections of the District ISSU Performance Evaluation form. Supervisor’s comments and ratings sections shall not be completed until the initial evaluation takes place.
 - 2. The employee evaluation shall include a discussion between the employee and the evaluator concerning all areas of the employee’s work performance covered in the evaluation form. Supervisor’s comments and ratings shall be given at this time. No evaluation form of a unit member shall be placed in the unit member’s personnel file without this discussion having occurred.
 - 3. Any areas in which the employee’s performance does not meet agreed-upon District standards will be discussed, and goals for improved performance and a time line for such improvement will be set. Any disciplinary action taken against a permanent employee based on the contents of an evaluation shall not be initiated until the employee has had the opportunity to meet these goals.

4. The evaluation form shall be signed by the evaluator and the unit member being evaluated. The unit member's signature signifies only that the unit member has read and discussed the document with the evaluator, has been given a copy, and has been given the opportunity of attaching a written response which shall become part of the permanent record. A unit member has ten (10) working days to file a written response to his/her evaluation. A unit member shall have the right to review any evaluation in their personnel file during working hours, provided that such reviews are limited to a reasonable period or periods of time.
- V. Additional Evaluations. The District retains its prerogative to conduct additional evaluations as it deems necessary. In a case where the employee's performance has not met agreed-upon District standards, an additional unscheduled evaluation may be conducted at a later date, at the discretion of the supervisor or at the request of the employee, as part of the stated goals for improved performance. The supervisor or the employee may request the Office of Human Resources to initiate such an unscheduled evaluation; however, no more than one (1) evaluation shall be conducted in any two (2) month period.
- VI. Unsatisfactory Ratings. In the case of an evaluation in which an area or areas of the employee's performance has not met agreed-upon standards, and where agreed-upon goals for improved performance have not been met, the results may be the postponement of the step increase and/or the service increment. In such cases, this denial may be appealed to the appropriate divisional administrator, whose decision shall be final. If the employee subsequently believes that the concerns of the supervisor have been corrected, the employee or the supervisor may request the Office of Human Resources to initiate an unscheduled evaluation, as described in V. above.
- VII. Grievance. The substance of any evaluation, including the observations, opinions, and conclusions of the evaluator, shall not be subject to the grievance procedures. The procedure as provided herein shall be grievable.

PERSONNEL FILES

I. Permanent/Official Personnel File. The permanent/official personnel file of each unit member shall be maintained in the Human Resources Office. No disciplinary action based upon written materials shall be taken against a unit member unless such written materials are included in the unit member's personnel file, and the member has had written notice within five (5) working days of the inclusion of these materials in the file.

II. Materials in File. Materials in the permanent/official personnel file of each unit member, which may serve as a basis for affecting the status of the unit member's employment, are to be made available for the inspection of the person involved. Such materials are not to include ratings, reports, or records which were:

- A. Obtained prior to the employment of the person involved.
- B. Prepared by identifiable examination committee members.
- C. Obtained in connection with a promotional examination.

Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services in the District.

III. Derogatory Material. Information of a derogatory nature, except for information listed in the three (3) numbered phrases in the paragraph immediately above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Such notice shall allow five (5) unit member's regularly scheduled workdays for review and comment. A unit member shall have the right to enter and have attached to any such derogatory information his/her comments thereon. After the effective date of this Agreement, all such materials shall contain a reference as to the date(s) it was originally prepared and the name of the individual who determined that it should be filed. Review of any derogatory information may take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

IV. Disagreement. If a unit member disagrees with materials or the contents of the materials to be placed in the unit member's permanent/official personnel file, the unit member may

prepare a written statement to be attached. Said written statement shall be filed within five (5) days of the unit member's regularly scheduled workdays following official notification.

- V. Copies. A unit member may obtain a copy of materials in his/her permanent/official personnel file, except for the information listed in II.A., II.B., and II.C.
- VI. Association Review of File. Upon written authorization of the unit member, an Association representative may review the unit member's permanent/official personnel file or accompany the unit member in a review.
- VII. Access to File. Material in a permanent/official personnel file shall be considered as confidential. Except for person(s) authorized in Article 16-VI., access shall be limited to those individuals authorized by the District on a need-to-know basis.
- VIII. Anonymous Material. Anonymous derogatory information shall not be placed in an employee's permanent/official personnel file.

GRIEVANCE PROCEDURE

I. Definitions.

- A. Grievance. A "grievance" is a formal written allegation by a bargaining unit member who has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in Board Policies or Procedures adopted by the Superintendent-President or his/her designee, must be undertaken under separate legal processes. No grievance shall be processed through the Grievance Procedure by a grievant who simultaneously pursues any other available legal remedy with any agency or judicial body that accepts jurisdiction, unless agreed to by the District. If such an agency or judicial body does not accept jurisdiction, the time limit for filing a grievance begins on the date of receipt of notification of rejected jurisdiction.
- B. Grievant. A "grievant" is a member of the bargaining unit. The Association may be a grievant concerning alleged violations of the Articles entitled Recognition, Dues Deduction and Organizational Security, Association Rights, Statutory Changes, Grievance Procedure, and Duration of Agreement.
- C. Day. "Day" means days during which the District offices are open for business.
- D. Immediate Supervisor. The "immediate supervisor" is the lowest level manager having immediate jurisdiction over the grievant who has been granted authority by the Superintendent-President to adjust grievances.

II. Informal Level.

- A. 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. If informal discussion 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.

III. Formal Levels.

A. A grievant may be represented at all formal steps of the Grievance Procedures by an Association designated representative.

B. Step 1

1. Within twenty (20) days after the occurrence of the act or omission, or within twenty (20) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the Grievance Report Form attached to this Agreement to the immediate supervisor with a copy to the appropriate Assistant Superintendent and Dean of Human Resources.

2. This statement shall state the grievance and indicate the circumstances involved, the decision rendered at the informal conference, under II. above and the specific remedy sought.

3. Within the above time limits, a personal conference will be held if requested in writing by the grievant or the immediate supervisor.

a. The immediate supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next step.

C. Step 2

1. In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision on the appropriate form to the appropriate Assistant Superintendent/Dean or designee within ten (10) days.

2. The statement should include a copy of the original grievance, the decision rendered, and statement of the reasons for the appeal.

3. Either the grievant or the appropriate Assistant Superintendent/Dean may request a personal conference within the above time limits. If either the grievant or the appropriate Assistant Superintendent/Dean or designee requests a personal conference, there shall be a personal conference on the grievance. If the appropriate Assistant Superintendent/Dean or designee does not respond within the time limits, the grievant may appeal to the next step.
4. The appropriate Assistant Superintendent/Dean or designee shall communicate a decision within ten (10) days after receiving the appeal.

D. Step 3

1. In the event the grievant is not satisfied with the decision at step 2, the grievant may appeal the decision on the appropriate form to the Superintendent-President or designee within ten (10) days.
2. The statement should include a copy of the original grievance, the decision rendered at steps 1 and 2 and statement of the reasons for the appeal.
3. Either the grievant or the Superintendent-President or designee may request a personal conference within the above time limits. If either the grievant or the Superintendent-President or designee requests a personal conference, there shall be a personal conference on the grievance. If the Superintendent-President or designee does not respond within the time limits, the grievant may appeal to the next step.
4. The Superintendent-President or designee shall communicate a decision within ten (10) days after receiving the appeal.

E. Step 4

1. In the event that the grievant is not satisfied with the decision at Step 3, the Association may request to the Superintendent-President that the grievance be submitted to a neutral arbitrator. Such request must be in writing, filed within ten (10) days of the written decision at Step 3. Within

ten (10) days after the written request is made, the Association shall request a list of arbitrators from the American Arbitration Association. All lists from the AAA shall contain only names of neutrals who are members of the National Academy of Arbitrators and who have issued at least eight (8) arbitration decisions since 1981 involving public school employers in California.

2. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted, and will determine a settlement which will resolve the grievance. The arbitrator shall be subject to the following limitations:
 - a. The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant.
 - b. The arbitrator shall have no power to establish salary structures.
 - c. The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
 - d. The arbitrator shall not consider any issue raised by the grievant unless it was known by the District in an earlier step of the Grievance Procedures. If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall, at the option of the District and upon reasonable notice, be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further

proceedings which may be necessary. The District may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits, but the District shall notify the Association prior to any hearing concerning any issue of arbitrability.

- e. The award of the arbitrator shall be binding on the grievant, the Association, and the District.
- f. The arbitrator shall have no power to render a recommended settlement on a grievance filed before twenty (20) days after the effective date of this Agreement or after the termination of this Agreement.
- g. All fees and expenses of the arbitrator shall be shared equally by the District and the Association. The District shall only bear its own expense. All other costs will be borne by the party incurring them.

Miscellaneous.

- A. No grievant shall use the Grievance Procedure to appeal any decision of the District or its representatives if such decision is pursuant to any order of or consent agreement with any state or federal court, regulatory commission, or agency.
- B. For purposes of efficiency, the District or the Association may consolidate grievances involving similar issues. If the grievant introduces new evidence at any step in the Grievance Procedure, the District may require that the grievance be returned to the prior step.
- C. Grievances shall be filed and processed on Grievance Report Forms attached to this Agreement (Appendix C).
- D. Time limits provided for at each level of the Grievance Procedure shall begin the day after the occurrence of the act or omission, the receipt of the grievance, etc. Time limits may be extended or shortened only by mutual agreement in writing.

- E. The District shall not take reprisals against any member of the bargaining unit because such member filed a grievance or participated in the processing of a grievance.
- F. Any member of the bargaining unit may at any time present grievances to the District and have such grievances adjusted, without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of the Agreement. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- G. All grievance forms and any attachments thereto shall be filed in a grievance file separate from the permanent personnel file.

DISCIPLINARY ACTION

I X. Probationary Employees.

- A. During the initial period, an employee is subject to discipline, discharge, or demotion without cause or notice at the sole discretion of the District.
- B. During any subsequent probationary period, an employee is subject to discipline without cause and without the rights to due process as indicated in this Article.
 - 1. Such discipline shall be limited to deficiencies in the employee's work performance and/or failure to meet District standards set forth in that employee's ISSU Performance Evaluation Form.
 - 2. The type of discipline shall be limited to demotion to a position within the employee's prior salary range. For a minimum of 90 days of that subsequent probationary period, the employee shall have the right to be returned to the same position which he/she formerly held.

Otherwise, employees in a subsequent probationary period are subject to discipline, discharge, or demotion only for cause and with the rights to due process as indicated in this Article.

II. Permanent Employees. Permanent employees may be discharged or disciplined for cause and with rights to due process, as specified in this Article. In some cases, an employee's misconduct may result in either verbal or written warnings, followed by suspension or discharge if repeated. A second reprimand for the same misconduct must be in writing.

III. Causes. One or more of the following causes may be grounds for suspension, demotion, or dismissal of any person in the classified service.

- A. Incompetence 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 the care or use of District property.
- D. Discourteous, offensive, or abusive conduct or language, including sexual harassment, toward other employees, students or the public.

- E. Dishonesty, including, but not limited to:
 - 1. Falsification of any information provided to the District, or of any other District records.
 - 2. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any members of the public.
 - F. Use or possession of intoxicants or illegal drugs while on duty, or off-duty use which impedes work performance.
 - G. Conduct unbecoming an employee of the District, which has a job-related effect.
 - H. Engaging in political activity during assigned hours of employment.
 - I. Conviction of any crime involving moral turpitude.
 - J. Arrest and conviction for sex offense as defined in Education Code 87010.
 - K. Repeated and unexcused absence or tardiness.
 - L. Abuse of leave privileges.
 - M. Persistent violation of or refusal to obey applicable safety rules or regulations.
 - N. Willful or persistent violation of the Education Code or rules of the Governing Board.
 - O. Abandonment of position.
- IV. Disciplinary Procedures. The disciplinary procedure set forth below shall apply to major disciplinary action, including discharge, suspension, or demotion, taken against unit employees as defined in I. and II. above.
- V. Informal Hearing Prior to Disciplinary Action.
- A. Notice. Prior to imposing major disciplinary action, the District will provide the employee with a written notice of 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 of 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 which shall be no less than five (5) working 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.

- B. Hearing. At the hearing, the employee shall be given the right to respond verbally or in writing to the Dean of Human Resources or the appropriate Dean or Assistant Superintendent with 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 the above-named officers, the employee's response shall be fully and fairly communicated to either the Dean of Human Resources or the Superintendent-President as appropriate who makes the decision regarding the proposed action.
- C. Association Representation. Upon the employee's request, the employee shall have the right to have a Union representative present at the hearing. Within ten (10) working days after the employee's response is heard, the employee shall be advised in writing of the District's decision and its effective date.
- D. Exception. 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 ten (10) days or less. In these cases, a disciplinary suspension may begin before the employee receives a notice of intent and informal hearing.
- E. 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 five (5) working 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.

VI. Formal Hearing.

- A. Composition of the Review Panel. The review panel shall consist of three (3) members, one (1) to be selected by the Superintendent-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 five (5) working 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 five (5) working 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 counsel 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 three (3) working days in advance of the scheduled hearing so that a folder of the formal exhibits can be prepared for the representative.
 2. 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) days before the scheduled hearing.
 3. To testify under oath.

4. To compel the attendance of other employees of the District to testify without loss of compensation. To arrange for attendance during work hours.
5. 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.
6. To cross-examine all witnesses and all employees of the District whose reports are offered in evidence before the review panel.
7. To impeach any witness.
8. To present such affidavits, exhibits and other evidence as the review panel deems pertinent to the inquiry.
9. To argue the case.
10. 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 charges against the employee and their respective counsel 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 five (5) working 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 modifications 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 Superintendent-President shall review the findings and recommendations submitted by the review panel and make a final recommendation to the Board of Trustees. The Superintendent-President's recommendation may not contain a penalty greater than that proffered in the original charges. The Superintendent-President shall notify the affected employee and his/her designated representative of the Superintendent-President's recommendation no later than five (5) working 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 Superintendent-President's recommendation must notify the Superintendent-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) 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 counsel or other representative.

LAYOFF AND REEMPLOYMENT

- I. Reason for Layoff. Bargaining unit members shall be subject to layoff for lack of work and/or lack of funds.

- II. Notice of Layoff. Upon the decision of the District to reduce the number of bargaining unit employee(s) in the classified service of the District, the District shall send written notice of layoff to the affected employee(s) and the Association no less than thirty (30) days prior to the effective date of layoff if the layoff is for lack of funds or sixty (60) days if the layoff is for lack of work. This notice of layoff shall be sent by certified mail, return receipt requested, or delivered in person to the affected bargaining unit employee(s) by the District. Affected bargaining unit employee(s) shall be informed of the reason for layoff, his/her displacement rights, if any, and reemployment rights. The Association shall receive the name and classification of the employee(s) designated for layoff.

- III. Order of Layoff.
 - A. The District shall determine the specific positions to be discontinued.
 - B. The order of layoff of unit employees shall be determined by length of service. The employee who has been employed the shortest time in the affected classification, including time employed in a higher classification, if applicable, shall be laid off first providing that person has completed the probationary period for the position currently held. Restricted (specially funded) classified employees shall be laid off before any regular bargaining unit employee holding the same or similar classifications.
 - C. For purposes of this section, "length of service" means date of employment in the regular classified service. Seniority within a classification shall be calculated by length of service within a classification, or higher classification in which the employee is serving or has served. For the purpose of this section, a higher classification is any classification in a higher salary range. A unit member who is involuntarily transferred laterally to a new classification shall retain seniority in the prior classification. A unit member who is voluntarily transferred laterally and/or

voluntarily demoted to a new classification shall receive seniority in the new classification.

- IV. Bumping Rights. Bargaining unit employees who are subject to layoff shall exercise bumping rights into any position, within a current or previously held classification, providing they meet minimum qualifications and providing that the classification in which they are bumping is equal or lower than that classification in which the employee has served.
- V. Optional Transfer in Lieu of Layoff. Bargaining unit employees may be transferred to vacant classifications in lieu of layoff providing they are qualified or can be trained to be qualified to fill the vacancy.
- VI. Layoff in Lieu of Bumping. A unit member may elect layoff in lieu of bumping rights and maintain his/her reemployment rights under this Agreement.
- VII. Equal Seniority. If two (2) or more unit employees subject to layoff have equal seniority within the classifications, priority shall be given to the unit employee with greater overall District seniority; if that be equal, determination shall be made by lot.
- VIII. Voluntary Demotion or Voluntary Reduction in Hours. A unit employee who takes voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in his/her former classification or to a position with increased assigned time as vacancies become available, and with no time limit, except that he/she shall be ranked in accordance with his/her seniority on any valid reemployment list. The salary of a unit member taking a voluntary demotion shall be the lesser of his/her old salary or the highest step of the new range.
- IX. Reemployment Procedures.
 - A. A unit employee who is laid off shall be placed on a thirty-nine (39) month reemployment list. The unit employee shall be required to maintain his/her current address on file with the Office of Human Resources.
 - B. If, during a unit employee's eligibility period of reemployment, a classification becomes vacant to which the employee has a return privilege, the District shall send written notice offering reemployment by certified mail, return receipt

requested, or telegram to the last known address of such unit employee(s). A copy of this written notice shall be sent to the Association.

- C. A unit employee who receives such notice of reemployment and fails to respond in writing within ten (10) working days shall be deemed to have rejected the offer of reemployment.
- D. If the unit employee in a layoff status accepts the position being offered, the unit employee shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude a unit employee from returning to work in fewer than thirty (30) calendar days. Failure to report to work within the thirty (30) calendar days shall be considered a rejection of the offer of reemployment.
- E. A unit member rejecting an offer of employment under the conditions set forth in C and D above, on three (3) occasions, shall have his/her name permanently removed from the reemployment list.
- F. A unit employee reemployed after being laid off shall be fully restored to his/her classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.
- X. Reemployment. Unit employees shall be reemployed in the highest-rated job classification available in accordance with their classification seniority. Unit members, in order to be appointed to a lower position, must be qualified for that position. Unit employees who accept a position lower than their highest classification shall retain their original thirty-nine (39) month rights to the highest paid position.
- XI. The Parties agree to meet and negotiate the impact of such layoff on those matters within the scope of representation.
- XII. Effective ~~June 30, 2006~~ **for the 2008-09 fiscal year**, the District guarantees that no regular ISSU member will be laid off for the term of this Agreement, excluding year to year (soft-funded) positions when funding expires. Neither terminations for cause nor decisions

not to continue employment of probationary ISSU members as provided by Education Code section 88013 are considered layoffs.

SAFETY CONDITIONS OF EMPLOYMENT

- I. As evidence of its commitment to the health and safety of its employees, the District shall furnish a place of employment which is safe for members of the bargaining unit and will comply with all applicable health, safety, and sanitation requirements imposed by local, state, or federal laws or regulations.
- II. The District shall not require any member of the bargaining unit to be in a place of employment which is not safe. When an unsafe condition is believed to exist, unless it is an actual or imminent danger or emergency, the employee should not leave his or her work station without authorization from the immediate supervisor.
- III. No employee shall be in any way discriminated against or face any reprisals as a result of reporting any condition believed to be in violation of applicable local, state, or federal health, safety, or sanitation requirement.
- IV. The District shall allow for Association representation on any College-wide committee appointed by the Superintendent-President for the purpose of developing and promulgating safety rules or safety programs which may significantly affect unit members. Unit members on such a committee shall be allowed release time to attend committee meetings.
- V. It is understood that all employees have the responsibility to safeguard their personal possessions. Upon the request of a bargaining unit member, the District will make a good faith effort to provide that employee with a secure place in or near his/her work station to store, during each work day, those personal possessions an employee would normally and reasonably find necessary to bring with him/her on a daily basis. The possessions for which accommodation will be made are briefcases, purses, eyeglasses, watches, or articles of clothing necessarily worn by the employee.

Article 22

MISCELLANEOUS PROVISIONS

- I. This Agreement shall supersede any policies and practices of the District which are inconsistent with the specific and express terms of this Agreement.
- II. The specific and express terms of this Agreement shall not be implemented by the District in a manner which is arbitrary or capricious.

NO CONCERTED REFUSALS TO WORK

- I. 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, ISSU, its agents and the employees it represents agree that there shall be no strike, work stoppage, slowdown, or any other concerted interference with operations, or any picketing, or any refusal to enter upon any District premises for any reason whatever during the term of this Agreement.
- II. ISSU 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.
- III. 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.
- IV. If ISSU 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 ISSU by this Agreement or by any District policy, rule or regulation.

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.

EFFECTS OF AGREEMENT

- I. The District and the Association mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from, or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- II. The District and the Association also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the terms of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. The District has the right to act on any matter during the term of this Agreement as long as any action is not in violation of this Agreement.
- III. The District and the Association hereby clearly and unequivocally waive their rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this Agreement.
- IV. Any policies and practices of the District in conflict with or inconsistent with the specific and express terms of this Agreement may be deleted by the District. The District may amend, change, delete, or adopt policies and practices as long as those policies and practices do not violate specific and express terms of the Agreement.

Article 25

STATUTORY CHANGES

If there is a change in a state or federal statute after the ratification of this Agreement which results in direct conflict with any specific and express terms of this Agreement, either party may demand to negotiate a replacement.

SAVINGS

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, said provision shall be deleted from the Agreement, but all other provisions shall continue in full force and effect for the duration of this Agreement. Upon the demand by either party, the parties will meet and negotiate over a replacement provision for the deleted provision.

DURATION OF AGREEMENT

- I. ~~On or before May 1, 2007 the District or the Association may give written notice to the other party, by certified mail or in person, of its desire to negotiate regarding two (2) non-economic articles of each party's choice. Upon receipt of this written notice, arrangements shall be made for meeting and negotiating to commence after adherence to the Public Notice provision of the Educational Employment Relations Act.~~

- I. ~~On or before August 16, 2007 to Between March 1 and March 31, 2010 either the District or the Association may give written notice to the other party, by certified mail or in person, of its desire to commence negotiations. **Its full and entire written proposal for such successor agreement shall follow within a reasonable time.** Upon receipt of this written notice, arrangements shall be made for meeting and negotiating to commence after adherence to the Public Notice provision of the Educational Employment Relations Act. **On or before July 1, 2008, for 2008-09, and July 1, 2009, for 2009-10, the District or the Association may give written notice to the other party, by certified mail or in person, of its desire to negotiate regarding the agreement for the 2008-09 and 2009-10 term on Article 8 (Pay and Allowance), Article 9 (Health and Welfare Benefits), and up to two (2) Articles of each party's choice. Upon receipt of this written notice, arrangements shall be made for meeting and negotiating to commence after adherence to the Public Notice provision of the Educational Employment Relations Act.**~~

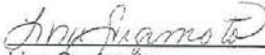
- II. **Between March 1 and March 31, 2010** either the District or the Association may give written notice to the other party, by certified mail or in person, of its desire to commence negotiations. **Its full and entire written proposal for such successor agreement shall follow within a reasonable time.** Upon receipt of this written notice, arrangements shall be made for meeting and negotiating to commence after adherence to the Public Notice provision of the Educational Employment Relations Act.

III. In the event that neither party gives appropriate written notice under ~~Provision IV~~ **Article 27 Section III**, this Agreement shall be extended for at least one (1) more year. This Agreement has been ratified by the Association on ~~June 30, 2007~~ **January 28, 2008**.

Executed this 30th November 2006 6, February 2008
at Pasadena, California

PASADENA AREA COMMUNITY
COLLEGE DISTRICT


INSTRUCTIONAL SUPPORT
SERVICES UNIT (ISSU)



Lisa Sugimoto



Glenna Watterson



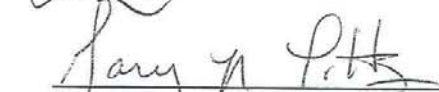
Mary Ann Laun



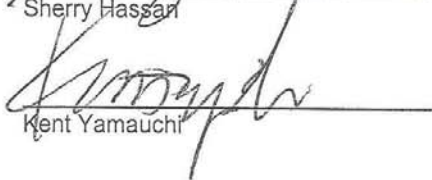
Larry Shirk



Sherry Hassan



Gary Potts



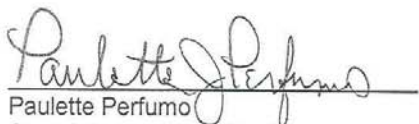
Kent Yamauchi

Date


Date

Ratified by the Board of Trustees
Pasadena Area Community
District (PACCD) on
February 6, 2008

Ratified by Instructional Support
Services Unit (ISSU) on
January 28, 2008



Paulette Perfumo
Superintendent-President
And Secretary to the Board



Glenna Watterson
President

APPENDIX A
Pasadena Area Community College District
 Official Classified Monthly Salary Schedule
 Effective July 1, 2007
INSTRUCTIONAL SUPPORT SERVICES UNIT
ISSU

5.00% salary increase effective July 1, 2007 and Board approved February 6, 2008

Range	A	B	C	D	E	F
027	2375.15	2493.93	2618.59	2749.53	2887.01	3031.38
	13.70	14.39	15.11	15.89	16.67	17.48
028	2434.51	2556.26	2684.07	2818.26	2959.15	3107.15
	14.07	14.78	15.50	16.30	17.09	17.95
029	2493.93	2618.59	2749.53	2887.01	3031.38	3182.92
	14.39	15.11	15.89	16.67	17.48	18.40
030	2556.26	2684.07	2818.26	2959.15	3107.15	3262.50
	14.78	15.50	16.30	17.09	17.95	18.85
031	2618.59	2749.53	2887.01	3031.38	3182.92	3342.07
	15.11	15.89	16.67	17.48	18.40	19.29
032	2684.07	2818.26	2959.15	3107.15	3262.50	3425.63
	15.50	16.30	17.09	17.95	18.85	19.79
033	2749.53	2887.01	3031.38	3182.92	3342.07	3509.18
	15.89	16.67	17.48	18.40	19.29	20.27
034	2818.26	2959.15	3107.15	3262.50	3425.63	3596.89
	16.30	17.09	17.95	18.85	19.79	20.77
035	2887.01	3031.38	3182.92	3342.07	3509.18	3684.65
	16.67	17.48	18.40	19.29	20.27	21.31
036	2959.15	3107.15	3262.50	3425.63	3596.89	3776.78
	17.09	17.95	18.85	19.79	20.77	21.81
037	3031.38	3182.92	3342.07	3509.18	3684.65	3868.86
	17.48	18.40	19.29	20.27	21.31	22.34
038	3107.15	3262.50	3425.63	3596.89	3776.78	3965.58
	17.95	18.85	19.79	20.77	21.81	22.90

Range	A	B	C	D	E	F
039	3182.92	3342.07	3509.18	3684.65	3868.86	4062.34
	18.40	19.29	20.27	21.31	22.34	23.44
040	3262.50	3425.63	3596.89	3776.78	3965.58	4163.87
	18.85	19.79	20.77	21.81	22.90	24.04
041	3342.07	3509.18	3684.65	3868.86	4062.34	4265.46
	19.29	20.27	21.31	22.34	23.44	24.62
042	3425.63	3596.89	3776.78	3965.58	4163.87	4372.05
	19.79	20.77	21.81	22.90	24.04	25.25
043	3509.18	3684.65	3868.86	4062.34	4265.46	4478.70
	20.27	21.31	22.34	23.44	24.62	25.84
044	3596.89	3776.78	3965.58	4163.87	4372.05	4590.66
	20.77	21.81	22.90	24.04	25.25	26.50
045	3684.65	3868.86	4062.34	4265.46	4478.70	4702.66
	21.31	22.34	23.44	24.62	25.84	27.15
046	3776.78	3965.58	4163.87	4372.05	4590.66	4820.17
	21.81	22.90	24.04	25.25	26.50	27.80
047	3868.86	4062.34	4265.46	4478.70	4702.66	4937.78
	22.34	23.44	24.62	25.84	27.15	28.50
048	3965.58	4163.87	4372.05	4590.66	4820.17	5061.22
	22.90	24.04	25.25	26.50	27.80	29.19
049	4062.34	4265.46	4478.70	4702.66	4937.78	5184.66
	23.44	24.62	25.84	27.15	28.50	29.95
050	4163.87	4372.05	4590.66	4820.17	5061.22	5314.27
	24.04	25.25	26.50	27.80	29.19	30.71
051	4265.46	4478.70	4702.66	4937.78	5184.66	5443.88
	24.62	25.84	27.15	28.50	29.95	31.43
052	4372.05	4590.66	4820.17	5061.22	5314.27	5580.03
	25.25	26.50	27.80	29.19	30.71	32.18

Range	A	B	C	D	E	F
053	4478.70	4702.66	4937.78	5184.66	5443.88	5716.09
	25.84	27.15	28.50	29.95	31.43	32.97
054	4590.66	4820.17	5061.22	5314.27	5580.03	5858.98
	26.50	27.80	29.19	30.71	32.18	33.83
055	4702.66	4937.78	5184.66	5443.88	5716.09	6001.90
	27.15	28.50	29.95	31.43	32.97	34.63
056	4820.17	5061.22	5314.27	5580.03	5858.98	6151.95
	27.80	29.19	30.71	32.18	33.83	35.50
057	4937.78	5184.66	5443.88	5716.09	6001.90	6302.02
	28.50	29.95	31.43	32.97	34.63	36.38
058	5061.22	5314.27	5580.03	5858.98	6151.95	6459.53
	29.19	30.71	32.18	33.83	35.50	37.29
059	5184.66	5443.88	5716.09	6001.90	6302.02	6617.09
	29.95	31.43	32.97	34.63	36.38	38.23
060	5314.27	5580.03	5858.98	6151.95	6459.53	6782.51
	30.71	32.18	33.83	35.50	37.29	39.14
061	5443.88	5716.09	6001.90	6302.02	6617.09	6947.93
	31.43	32.97	34.63	36.38	38.23	40.11
062	5580.03	5858.98	6151.95	6459.53	6782.51	7121.60
	32.18	33.83	35.50	37.29	39.14	41.13
063	5716.09	6001.90	6302.02	6617.09	6947.93	7295.33
	32.97	34.63	36.38	38.23	40.11	42.08
064	5858.98	6151.95	6459.53	6782.51	7121.60	7477.68
	33.83	35.50	37.29	39.14	41.13	43.15
065	6001.90	6302.02	6617.09	6947.93	7295.33	7660.09
	34.63	36.38	38.23	40.11	42.08	44.21
066	6151.95	6459.53	6782.51	7121.60	7477.68	7851.61
	35.50	37.29	39.14	41.13	43.15	45.33

Range	A	B	C	D	E	F
067	6302.02	6617.09	6947.93	7295.33	7660.09	8043.08
	36.38	38.23	40.11	42.08	44.21	46.42
068	6459.53	6782.51	7121.60	7477.68	7851.61	8244.22
	37.29	39.14	41.13	43.15	45.33	47.61
069	6617.09	6947.93	7295.33	7660.09	8043.08	8445.22
	38.23	40.11	42.08	44.21	46.42	48.73
070	6782.51	7121.60	7477.68	7851.61	8244.22	8656.37
	39.14	41.13	43.15	45.33	47.61	49.97
071	6947.93	7295.33	7660.09	8043.08	8445.22	8867.52
	40.11	42.08	44.21	46.42	48.73	51.14
072	7121.60	7477.68	7851.61	8244.22	8656.37	9089.22
	41.13	43.15	45.33	47.61	49.97	52.50
073	7295.33	7660.09	8043.08	8445.22	8867.52	9310.88
	42.08	44.21	46.42	48.73	51.14	53.75
074	7477.68	7851.61	8244.22	8656.37	9089.22	9543.64
	43.15	45.33	47.61	49.97	52.50	55.07
075	7660.09	8043.08	8445.22	8867.52	9310.88	9776.45
	44.21	46.42	48.73	51.14	53.75	56.42
076	7851.61	8244.22	8656.37	9089.22	9543.64	10020.85
	45.33	47.61	49.97	52.50	55.07	57.82
077	8043.08	8445.22	8867.52	9310.88	9776.45	10265.25
	46.42	48.73	51.14	53.75	56.42	59.24
078	8244.22	8656.37	9089.22	9543.64	10020.85	10521.89
	47.61	49.97	52.50	55.07	57.82	60.73
079	8445.22	8867.52	9310.88	9776.45	10265.25	10778.50
	48.73	51.14	53.75	56.42	59.24	62.19
080	8656.37	9089.22	9543.64	10020.85	10521.89	11047.99
	49.97	52.50	55.07	57.82	60.73	63.75

APPENDIX B
PASADENA AREA COMMUNITY COLLEGE DISTRICT
 Official Classified Monthly Salary Schedule
 Effective July 1, 2007

INSTRUCTIONAL SUPPORT SERVICES UNIT
ISSU

Account Clerk.....	32
Accountant	46
Admissions Clerk I	32
Admissions Clerk II	36
Admissions Clerk III	39
Admissions and Records Assistant.....	43
Admissions and Records Clerk I	32
Admissions and Records Clerk II	36
Admissions and Records Clerk III	40
Admissions and Records Clerk II/Translator	37
Admissions and Records Clerk II/Veterans.....	38
Alternate Media Specialist.....	49
Applications Support Specialist	58
Assessment/Research Clerk.....	32
Assessment Services Clerk	37
Assistant Buyer	42
Assistant Buyer/Fixed Assets.....	42
Assistant Chief Engineer	57
Assistant, Counseling and Curriculum Liaison.....	40
*Assistant to the President/Community Relations.....	67
Assistive Technology Specialist	49
*Athletic Equipment Attendant	33
*Athletic Trainer.....	50
Audiovisual Clerical Assistant	39
Audio/Video Specialist	57
Benefits Technician.....	45
Bookstore Clerk.....	34
Bookstore Stock Clerk.....	31
Buyer.....	48
Buyer/Senior Cashier	42
CAHSEE Grant Coordinator.....	46
Campus Use Specialist	38
Career and Technical Education Assistant	42
Cashier.....	30
Center Technician	49
Child Development Assistant	32
Child Development Specialist	35
Clerk.....	28
Community Education Schedule Technician.....	38
Computer Center Assistant	43
Computer Operator	43
Computer Support Technician	46
Computer Technical Support Specialist	54
Computer/Network Hardware Specialist	49

APPENDIX B
PASADENA AREA COMMUNITY COLLEGE DISTRICT
 Official Classified Monthly Salary Schedule
 Effective July 1, 2007

INSTRUCTIONAL SUPPORT SERVICES UNIT
ISSU

Computerized Aided Drafter Technician	46
Computing Services Technical Assistant	41
Computing Services Technical Support Specialist.....	61
Contract Specialist	52
Cosmetology Technical Assistant	35
Curriculum Catalog Technician	40
Data Control Clerk I.....	30
Data Control Clerk II.....	34
Data Control Clerk III.....	36
Data Controller I	38
Data Controller II	39
Data Controller III	40
Dental Clinic Clerical Assistant	32
Department Laboratory Aide	30
Department Laboratory Technician I.....	36
Art (Ceramics).....	36
Art (Three-Dimensional)	36
Engineering and Technology/Auto Shop	36
English	36
Health Sciences.....	36
Mathematics	36
Department Laboratory Technician II.....	38
Art (Photo Lab)	38
Geology	38
Languages	38
Mathematics	38
Music	38
Health Sciences.....	38
Department Laboratory Technician III.....	40
Biology	40
Chemistry.....	40
English	40
Geology	40
Health Sciences.....	40
Microbiology.....	40
Physics/Laser	40
Digital Audio/Video Production Technician	53
Digital Media Technician	41
*Director, Economic Development	65
Distance Education	61
D.S.P.S Program Advisor.....	44

APPENDIX B
PASADENA AREA COMMUNITY COLLEGE DISTRICT
 Official Classified Monthly Salary Schedule
 Effective July 1, 2007

INSTRUCTIONAL SUPPORT SERVICES UNIT
ISSU

Educational Advisor	46
Educational Technology Specialist	63
Electronic Instruments Technician	52
Enrollment Management Technician.....	38
EOP&S Financial Aid Assistant.....	50
EOP&S Student Personnel Services Assistant.....	41
Evaluator	44
Financial Aid Account.....	42
Financial Aid Data Technician.....	43
Financial Aid Intake Specialist	39
Financial Aid Interviewer	46
Financial Aid Technician I	34
Financial Aid Technician II	36
*Flea Market Coordinator	40
Grants Specialist	54
Graphic Artist	41
Health Services Assistant	38
High Tech Center Technician.....	34
Human Resources Technician I	39
Human Resources Technician II	44
Information Clerk.....	30
Information Technician.....	42
Instructional Materials Assistant.....	35
Instructional Materials Technician	40
Instructional Media Producer	61
Instructional Television Operations Coordinator	40
Intermediate Account Clerk I	35
Intermediate Account Clerk II	37
Intermediate Account Clerk III	39
Intermediate Clerk I.....	32
Intermediate Clerk II.....	36
Intermediate Clerk II/Translator.....	37
Intermediate Network/Hardware Specialist	49
Intermediate Programmer/Analyst	59
Instructional Computing Intermediate Programmer/Analyst.....	59
Job Developer	46
Key Control Clerk	36
Kindergarten Specialist	49

APPENDIX B
PASADENA AREA COMMUNITY COLLEGE DISTRICT
 Official Classified Monthly Salary Schedule
 Effective July 1, 2007

INSTRUCTIONAL SUPPORT SERVICES UNIT
ISSU

Lead Interpreter.....	47
Learning Assistance Center Assistant I	36
Learning Assistance Center Assistant II	39
Learning Assistance Center Assistant III	43
Learning Resources/Distance Learning Assistant	41
Library Technician I.....	32
Library Technician II.....	35
Library Technician III.....	38
Library Technician IV	40
Media Services Technician	42
MESA Specialist.....	52
Network Administrative	58
Network Specialist.....	55
Office Services Assistant I	33
Office Services Assistant II	36
Office Services Technician.....	32
Press Operator.....	43
Principal Accountant	52
Printing Production Pre-Press Lithographer.....	43
Publications Assistant	36
Publications Production Artist/Typesetter	43
*Public Information Assistant	43
Publications Editor	45
Purchasing Clerk.....	36
Registration Clerk I.....	32
Registration Clerk II.....	36
Registration Clerk III.....	39
Research Planning Analyst	54
Resource Development Specialist	54
Scheduling Technician	39
Secretary I.....	39
Secretary II.....	40
Secretary III.....	41
Senior Account Clerk I	38
Senior Account Clerk II/Registration	40
Senior Cashier	36
Senior Clerk	39
Senior Clerk/Translator	40
Senior Communications/Network Engineer	55
Senior Electronic Specialist.....	55

APPENDIX B
PASADENA AREA COMMUNITY COLLEGE DISTRICT
 Official Classified Monthly Salary Schedule
 Effective July 1, 2007

INSTRUCTIONAL SUPPORT SERVICES UNIT
ISSU

Senior Office Services Assistant	38
Senior Production Clerk	40
Senior Programmer Analyst	63
Senior Programmer Analyst/Instructional.....	63
Senior Purchasing Clerk	39
Senior Radio/TV Electronics Technician.....	55
Senior Research Planning Analyst.....	60
Senior Systems Specialist.....	63
Shipping and Receiving Clerk	36
Specialist, HS Relations/College Orientation	54
Staff Photographer	41
*Stage Technician	45
Stepping Up CAHSEE Coordinator	45
*Student Affairs Advisor	50
Student Affairs Assistant	32
Student Affairs Bookkeeper & Clerk.....	36
Student Business Services Assistant.....	42
Student Placement Interviewer	38
Systems Specialist	59
Systems Support Specialist	49
Telecommunications Specialist.....	56
Television Electronics Technician	53
Testing Services Assistant	34
TLC Program Outreach Assistant	41
Upward Bound Mathematics/Science Specialist.....	54
Upward Bound Project Open Door Specialist	54
Video Producer	59
Vocational Education Assistant.....	42
Web Course Design Technician.....	58
Web Producer	61

* Positions exempt from daily overtime. See Article 7, Sections VII and X. Exemption does not apply to work under the Civic Center Act.

APPENDIX C
Pasadena Area Community College District
Instructional Support Services Unit

GRIEVANCE REPORT FORM
STEP 1

Name of grievant _____

Date grievance filed _____

Current assignment of grievant _____

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

Statement of grievance (must be clear and concise indicating all circumstances involved and any decision at the Informal level):

Remedy sought: _____

Grievant's Signature

Grievant's Representative
(if applicable)

Date received by the immediate supervisor _____

Distribution: Grievant; Association

APPENDIX C
Pasadena Area Community College District
Instructional Support Services Unit

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

APPENDIX C
Pasadena Area Community College District
Instructional Support Services Unit

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 Superintendent-President or designee _____

Distribution: Grievant; Association

APPENDIX C
Pasadena Area Community College District
Instructional Support Services Unit

GRIEVANCE REPORT FORM
RESPONSE AT STEP 2

Name of grievant _____

Date Step 2 filed _____

Name of appropriate Assistant Superintendent/Dean _____

Decision of appropriate Assistant Superintendent/Dean or designee and reason(s) therefore:

Appropriate Assistant Superintendent/Dean or Designee's Signature

Date

Distribution: Grievant; Association

APPENDIX C
Pasadena Area Community College District
Instructional Support Services Unit

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 Superintendent-President or designee _____

Distribution: Grievant; Association

APPENDIX C
Pasadena Area Community College District
Instructional Support Services Unit

GRIEVANCE REPORT FORM
RESPONSE AT STEP 3

Name of grievant _____

Date Step 3 filed _____

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

Superintendent-President or Designee's Signature

Date

Distribution: Grievant; Association

**APPENDIX D
Pasadena Area Community College District**

**APPLICATION FOR PERSONAL/PROFESSIONAL GROWTH REIMBURSEMENT BENEFIT
Instructional Support Services Unit**

Name _____ Social Security Number _____

Department _____ Contract Year 20 _____

College Attended _____

I hereby apply for the following benefit (check appropriate area):

NOTE: As a benefit, these amounts will **not** be subject to payroll deductions.

_____ **Up to \$250.00** for completing three (3) or more semester units of lower-division credit at a school accredited by the Western Association of Schools and Colleges

_____ **Up to \$425.00** for completing three (3) or more semester units of upper-division or graduate credit at a school accredited by the Western Association of Schools and Colleges

My **expenses** were:

Tuition	_____
Books	_____
Fees	_____
Other instructional materials	_____
Total	_____

I **certify** that

- I have attached an unofficial transcript or grade slip as proof of satisfactory completion.
- The units were completed during the current contract year.
- The units were earned on my own time at no District expense.
- I earned a grade of "C" or better on the applicable units.
- I understand that I may earn only one of the above benefits each contract year.
- I understand that an application for the Personal/Professional Growth Benefit must be submitted within one semester following the same year that course work is completed.
- I have attached original receipts.

Signature

Date

SUBMIT APPLICATION TO THE HUMAN RESOURCES OFFICE (C204)

**

Human Resources

Benefit Amount	_____
Transcript Verified	_____
Contract Year Earned	_____
Approved for Payment	_____

cc: Fiscal Services
Employee

professional growth - issu (02/08)