

## **AGREEMENT**

THIS AGREEMENT made and entered into this the 20<sup>th</sup> of August 2007, by and between EL CAMINO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “District” or “College”, and EL CAMINO CLASSIFIED EMPLOYEES, LOCAL 6142, CFT, AFT, AFL-CIO hereinafter referred to as “ECCE”.

### **ARTICLE 1**

#### **Recognition**

Pursuant to the certification of the Public Employment Relations Board of the State of California, dated March 2, 2001, in Case No. LA-DP-335 the District recognizes ECCE as the exclusive representative of all Regular Classified Employees, hereinafter referred to as “Employees,” as listed in Appendix “A,” excluding those designated as supervisory, confidential, and management employees: campus police officers: and all other employees of the District not designated as members of the classified service. If the District intends to create any classified series or classification(s), it shall notify ECCE prior to implementation, describing the classification(s) to be created, and number of positions in the bargaining unit or excluded therefrom. ECCE may request a meeting to discuss the matter, with such meeting to be held prior to any District action being taken. Any disputed case shall be submitted to PERB.

ARTICLE 2

Definitions

**“Anniversary Date.”** The original date of hire in the employee’s present classification.

**“Calendar Day.”** Any day of the month or year (Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday).

**“Calendar Year.”** January 1 through December 31.

**“Classification.”** Any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a classification.

**“Classification Specification.”** Specifications which fix the prescribed duties to be performed in positions of the classified service.

**“College.”** The El Camino Community College District.

**“Day of Work.”** Any day an employee works.

**“Dean, Director or Manager.”** The person occupying that position or that Dean, Director or Manager’s specified designee.

**“Demotion.”** A change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower maximum salary, and may occur as a result of District initiated action or as a result of agreement between the Employee and the District.

**“Differential.”** A salary allowance in addition to the basic rate or schedule based upon hours of employment.

**“Displacement Right.”** The right of a classified employee, under certain conditions as specified in Article 18, Layoff, to displace an employee with less seniority in a classification.

**“District.”** The El Camino Community College District.

**“ECCE.”** El Camino Classified Employees, Local 6142, CFT, AFT, AFL-CIO.

**“Employee.”** An employee hired to fill a position within the classifications represented by ECCE. (listed on Appendix “A”)

**“Fiscal Year.”** July 1 through June 30.

**“Fiscal Year (Current).”** July 1 - June 30 of the present fiscal year.

**“Fiscal Year (Previous).”** The year immediately preceding the current fiscal year.

**“Harassment.”** Repeated malicious annoyance, tormenting, teasing, pestering, or belittling in order to intentionally disrupt an employee’s work environment.

**“Hazardous Duty.”** Any work assignment which has been so designated by the Director of Risk Management.

**“Local” or “Union.”** El Camino Classified Employees, Local 6142, CFT, AFT, AFL-CIO.

**“Mediation.”** A process which attempts to resolve disputes based upon the mutual interest of the parties.

**“Minimum Qualifications.”** Qualifications mandated for the position and which must be possessed by an employee before the employee can be considered for employment in a specific classification.

**“Off-Site.”** Any location not within the El Camino College campus boundaries.

**“Out-of-Class.”** Performing duties which are not fixed and prescribed for the job for any period of time which exceeds 5 working days within a 30 calendar day period.

**“Permanent Employee.”** A regular employee who successfully completes an initial probationary period.

**“Probationary Employee.”** A regular employee who will become permanent upon completion of the prescribed probationary period of one (1) year.

**“Promotion.”** A change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary.

**“Reclassification.”** An upgrade 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.

**“Reemployment.”** The return to duty of an employee who has been laid off or whose employment had been previously terminated.

**“Regular Employee.”** Any employee, whether permanent, probationary, full-time, or part-time, who is not a restricted, substitute, short-term (hourly, non-certificated temporary, casual or temporary) or student employee.

**“Short-Term Employee.”** A person who is employed 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 include: hourly, non-certificated, temporaries, casual and temporary employees.)

**“Substitute Employee.”** Any person employed to replace any classified employee who is temporarily absent from duty.

**“Sexual Harassment.”** An illegal practice by which an employee or individual is approached by another individual with an unwanted sexual advance which conditions an employment benefit upon an exchange of sexual favors. Sexual harassment also includes unwanted lewd or derogatory sexual references which intimidate or greatly offend an individual in the workplace. See “Prohibition of Sexual and Other Harassment” in Board Policy 3430.

**“Work Day.”** Any day the District offices are open for business to the public.

## ARTICLE 3

### Rights of the District

#### Section 1. Rights of the District.

Except as limited specifically by the express terms of this Agreement, the District retains all of the rights and authority conferred upon it by the laws of the State of California to direct, manage and control the affairs of the District. The District shall provide adequate notice and consult with ECCE before implementation of policies and/or practices which have an impact on the terms and/or conditions of employment for classified employees in the bargaining unit. Such rights of the District include, but are not limited to:

(a) The right to determine its organizational structure and to delegate its rights and responsibilities to the Superintendent - President and to such other officials, persons, departments, divisions and committees as it shall from time to time determine;

(b) The right to determine its financial structure including (1) all decisions and conditions relating to all sources of District income, (2) all investment policies and practices, and (3) all budgetary matters and procedures, to wit, the budget calendar, the budget formation process, accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures;

(c) The right to acquire, administer and dispose of all District property whether owned, leased or otherwise controlled, including all land, buildings, facilities, grounds, parking areas, fixtures, machinery and other improvements;

(d) The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency and standards of service and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in

connection with such service, and the right to contract out work, subject to the requirements of the Education Code and as provided in Article 20, Section 8 of this Agreement;

(e) The right to determine the utilization of personnel including the determination of the number of positions, the qualifications for such positions and the screening and selection procedure for such positions, duties to be performed, and direction of employees covered by this Agreement, and the utilization of personnel not covered by this Agreement;

(f) The right to determine and implement affirmative action and equal employment policies and programs;

(g) The right to determine the assignment of employees to work schedules, locations, facilities, offices, equipment, functions, and activities;

(h) The right to determine standards of performance for all employees pursuant to the procedures to be used for evaluation of employees as provided by Article 10, and the right to determine whether any employee adequately meets such standards, subject to the Grievance Procedure as provided by Article 25;

(i) The right to suspend or dismiss employees or to otherwise take disciplinary action against an employee subject to the requirements of Article 23;

(j) The right to lay off employees and thereby reduce the number and hours of employees and terminate or partially terminate the services of employees subject to the requirements of Article 18;

(k) The right to determine the school calendar, with the exception of employee holidays, the days, times and hours of operation of District facilities, functions and activities;

(l) The right to adopt reasonable rules and regulations, including rules and regulations related to safety and security matters;

(m) The right to determine the requirements for, and to manage and control District facilities, such as the cafeteria and other food service centers and bookstore.

Section 2. Exercise of District Rights.

The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right to preclude the District from exercising the right in a different manner.

## ARTICLE 4

### Rights of ECCE

#### Section 1. Dues Deduction.

The District will deduct from the pay of employees covered by this Agreement the dues of those employees who are members of ECCE upon receiving the employee's voluntary and written authorization for the District to make such deduction. Such authorization shall not be revocable for the duration of this agreement. The District will pay over to ECCE the amount so withheld, which amount shall be reported to and paid to ECCE on a monthly basis. ECCE will give the District at least forty-five (45) calendar days advance notice of any change in the amount of the monthly dues. No dues authorization deduction will be effected until it has been received by the District Payroll Office by the tenth of each month for that pay period. ECCE agrees to reimburse the District for any dues withheld and paid to ECCE by mistake. If the District fails to deduct the dues of an Employee who has executed a valid authorization for such deduction, the District will make the correction at the next payroll period if notified by ECCE within ample time to make the correction. No such payroll adjustment shall exceed three (3) months dues.

#### Section 2. Access to Work Areas.

Representatives duly authorized by ECCE shall be permitted to transact business on District premises so long as the transaction of such business does not interfere with the performance of an Employee's duties to the District and is conducted during periods of time that the concerned Employee(s) is not rendering service to the District.

Section 3. Access to Bulletin Boards.

ECCE shall have the right to use designated employee bulletin boards for posting notice of its activities subject to the following provisions:

- (a) Posting of information by ECCE shall be on designated employee bulletin boards only.
- (b) Items posted by ECCE shall contain the name and logo of ECCE.
- (c) A copy of posted information shall be filed with the Human Resources Office by ECCE.

Section 4. Use of Facilities for Meetings.

ECCE shall have the right to use without charge District facilities at reasonable times for the purpose of meetings concerned with its representation rights at this District, provided that such use shall not interfere with nor interrupt normal District operations, nor shall cause after hour increased maintenance costs to the District, and that arrangement for such use shall be made in accordance with established procedures. Any additional direct cost shall be paid by ECCE.

Section 5. Distribution of Information.

ECCE shall have the right to distribute information to employees on campus and off-site on matters related to this Agreement and its representational rights at this District subject to the following provisions:

- (a) Any item to be placed in the inter-campus system shall bear the name of ECCE and the date. A copy of any general memoranda mailed to all employees shall be filed with the Human Resources Office by ECCE.

(b) Usage shall be restricted to distribution of information which is noncommercial and which is not in violation of Article 20, Section 4, Political Activities, and shall be subject to the provisions of regulations governing use of school mail.

(c) District postage or postage machines shall not be used by ECCE.

(d) Distribution between District operating locations and employee mailboxes may be made either by the intercampus mail delivery service or by personal delivery to division offices.

Section 6. Use of District Equipment and Supplies.

Except as provided in Section 8 of this Article, ECCE shall not have the right to use District equipment or supplies to conduct ECCE business, except ECCE officers may, with permission of the appropriate Dean, Director or Manager, have limited use of office equipment provided ECCE provides its own paper supplies.

Section 7. Documents.

Upon written request of ECCE the District shall provide ECCE with copies, within fifteen (15) work days, of any documents that are a matter of public record provided that these materials are not confidential. ECCE shall bear the expense of duplicating any such materials unless there are existing copies available that are not earmarked for other distribution. Such request shall be submitted to the appropriate area vice president.

Section 8. Office Space and Telephone Service.

(a) The District will provide ECCE leased office space and on-campus telephone service, electronic mail and internet privileges in accordance with the District's E-Mail, Internet and Network Policy, "Board Policy 6160", for the purpose of conducting the Local's business. The leased rate shall not exceed the prevailing rate in the immediate area and will be negotiated for the term of this contract. Such office space shall not be used for political or any other purpose

or business not related to the Local's business. Telephone equipment and long distance telephone calls will be the responsibility of ECCE. The District shall list the location and telephone number of ECCE in the campus telephone directory.

(b) The District will make warehoused unused/undesignated equipment, which may include but is not limited to, a typewriter, computer, printer, filing cabinets, and furniture available to ECCE for this office.

Section 9. Use of District Personnel During Workday.

(a) With prior approval of the employee's supervisor reasonable time off without pay may be granted to employees to attend monthly ECCE Local meetings.

(b) With prior approval of the employee's supervisor, reasonable time off without pay shall be granted to ECCE officers or representatives to perform other duties for ECCE. For approval, employees must complete the District's Release Time Authorization Form which must also bear the signature of an elected member of the ECCE Executive Board.

(c) The ECCE President shall be granted forty (40) hours of paid release time per calendar year for the purposes of attending to union business. Time on union business shall be spent at El Camino College and shall not be used for any purposes prohibited by California Education Code 7054.

(d) ECCE Officers and representatives requested by the District to attend District-requested meetings shall receive reasonable release time with pay.

(e) Reasonable release time with pay shall be granted to an employee officially designated to represent ECCE to attend public meetings of the Board of Trustees.

(Note: The provision for "reasonable release time with pay" is not intended to include overtime pay.)

(f) Annual Conference, Convention and Related Events

The District will grant designated ECCE representatives leave with pay for a combined total of twenty-five (25) work days or two-hundred (200) work hours per calendar year for the purpose of attending ECCE 's annual conference, convention or related events such as training opportunities or professional development. The requests for leave of absence for ECCE representatives shall be submitted by ECCE to the Human Resources Office on the District-provided Release Time Authorization Form with as much advance notice as possible. ECCE and/or the employee in question will submit a copy of said request to the employee's immediate supervisor. ECCE and the District may, upon mutual agreement, apply any remaining release time for this purpose to the following year due to extenuating or unforeseen circumstances.

Section 10. Copies of the Agreement.

The District will reproduce this Agreement and distribute a copy to each employee and will distribute a copy to each newly hired employee at the time of employment. The District shall provide each newly hired bargaining unit employee an ECCE information packet. ECCE shall provide the District with said packet.

Section 11. Board Minutes and Agenda.

The District will furnish ECCE with a copy of the minutes of Board meetings and with a copy of the agenda of Board meetings and supporting documents submitted to the Board with such agenda, except for supporting documents of a confidential and/or privileged nature.

Section 12. Personnel Roster.

The District shall provide ECCE each December with a complete list or lists of all employees, including names, classifications and division location. Home addresses and phone

numbers will also be provided, except for those employees who request exclusion. The list will be updated in April.

Section 13. Calendar Committee.

During the fall semester each year the District shall establish a Calendar Committee. ECCE shall be entitled to appoint two voting members as its representatives on the committee.

Section 14. Other Committees.

Employees who are appointed to serve on any committees established by the District shall receive released time with pay if the committee meeting conflicts with the regular duty hours of the employee.

Section 15. Policy Book.

The District shall provide ECCE with a complete Board of Trustees policy book and shall provide electronic updates of any additions, deletions or amendments as soon after their adoption as possible.

Section 16. Release Time Procedures.

(a) Release time will be scheduled with the respective supervisor or manager to not interfere with the business operations of the division.

(b) Prior to contractual released time with or without pay as specified in Sections 9 and 14 of this Article, the employee will inform the immediate supervisor of scheduled meetings or leave requests. Subsequent to a planned leave of absence, the employee and/or ECCE will complete and submit a classified employee Release Time Authorization Form to the Human Resources Office and forward a copy to the immediate supervisor of the employee. The Human Resources Office will review the form(s) for appropriate activities and will meet with ECCE representatives on a regular basis to review any concerns, discrepancies or adjustments that may

be required. A copy of the Classified Unit Employee Release Time Authorization Form is attached as Appendix H.

(c) The Human Resources Office will periodically provide ECCE with the amount of release time used by the Union on a quarterly basis.

Section 17. Representative (Service) Fees.

It is the purpose of this section to implement the provisions of Senate Bill 1960, which amended the Educational Employment Relations Act regarding fair share representation (service) fees paid to the exclusive representative. The initiation of payroll deductions is expressly subject to the Local providing the required notice to the District and employees per subparagraph (a), and applicable regulations of the Public Employment Relations Board. Employees who are members of the Local pay their dues per the provisions of Section 1 of this Article.

(a) Upon thirty (30) days written notification from the Local to the District and to the affected employee specifying the amount of the employee's service fee, the District will deduct monthly service fees in the amount specified by the Local from the employee's salary.

(b) The District shall cause payroll deductions to be made in accordance with the District's procedures and the Local's dues and service fees schedule, or payments to a designated charitable fund in lieu of service in case of an employee's bona fide religious objection.

(c) Employees, in lieu of payroll deductions, may pay dues or service fees directly to the local or, in the case of a bona fide religious objection, with proof of payment to a designated charitable fund.

(d) The Local may specify a change in the amount of the dues or service fees provided an authorized ECCE officer submits a written notice to the District for such an adjustment.

ARTICLE 4

(e) The District shall, without charge, transmit to the Local the sums deducted under this section, except that the District shall transmit to a designated charitable fund sums deducted in lieu of service fees in the case of an employee's bona fide religious objection.

(f) Any employee who has a bona fide religious objection, as defined in Government Code section 3546.3, to the payment of service fees in support of an "employee organization," as defined in Government Code section 3540.1(d), shall not be required to join, maintain membership in, or pay dues or service fees to Local 6142. However, such employee shall be required, in lieu of Union service fees, to pay sums equal to such service fee to any one of the following three designated, non-religious, non-labor, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the United States Internal Revenue Code:

- (1) El Camino College Foundation
- (2) ECCFT Scholarship
- (3) Assoc. Student Scholarship

(g) The Federation and the Local agree to defend and hold harmless the District, its officers, employee and agents with respect to any claims or actions arising out of dues deduction, or processing dues or representation (service) fees.

## ARTICLE 5

### Hours of Service

#### Section 1. Work Week.

(a) The standard work week for a full-time Employee shall be 40 hours of scheduled duty per week of not more than five (5) consecutive work days.

(b) The District may establish a work week of less than forty (40) hours, but no less than twenty (20) hours, in which case the Employee shall be paid that percentage of the full-time monthly salary schedule that is equivalent to the percentage of his/her assignment to a full-time schedule, or at an equivalent hourly rate for actual hours worked, whichever method is designated by the District.

(c) The standard work week for an Employee for the summer session, as designated by the District, of eight (8) consecutive weeks shall consist of thirty-two (32) hours of scheduled duty per week on not more than four (4) consecutive work days. The Employee will be compensated for each such week on the basis of forty (40) hours worked during such week. Such sixty-four (64) hours is the equivalent of three and two-tenths percent (3.2%) on the salary schedule.

(1) In order to accommodate District Center for the Arts programs and events, employees and their immediate supervisor may, upon mutual agreement, reschedule the eight (8) Fridays off to another time before the end of the calendar year that does not interfere with scheduled programs or events.

(d) In order to equalize the eight (8) Fridays during the summer months that 12 month employees received in lieu of a 3.2% salary increase in accordance with Article 5, Section 1 (c), any employee working less than a full time 12 month schedule will work a 39 hour work week during

their regular 10 month work schedule, compensated for forty (40) hours, to be used at the beginning or end of the work day and mutually agreed upon by the employee and the supervisor.

(e) In order to equalize the eight (8) Fridays during the summer months that 12 month employees received in lieu of a 3.2% salary increase in accordance with Article 5, Section 1 (c), all permanent part-time employees scheduled to work a 20 hour week will work 16 hours during the week, for the 8 weeks in the summer, no matter what their regular schedule is and will be paid compensation for 20 hours.

(f) Any permanent part-time employee scheduled to work less than a 19.5 hour week will have a pro-rated schedule accordingly.

(g) In order to equalize the eight (8) Fridays during the summer months that on-site Employees receive in lieu of a 3.2% salary increase, Employees assigned to an off-site location(s) and who are required to work some or all of the Fridays that the on-site Employees are off during the summer, and in accordance with Article 5, Section 1, and sub-sections (c), (d), and (e), will receive equivalent days worked to be used at the employees discretion throughout the year. The Employee is required to provide a written request for use of the equivalent eight (8) days. If during the year, the employee is unable to use these days due to the denial by the immediate supervisor, or appropriate Dean, Director, or Manager, the employee shall be compensated at the regular overtime rate of pay for the pay period requested.

(h) The District may close down operations during the Winter Recess. See Article 14, Section 1(a).

Section 2. Work Day.

(a) The standard work day for a full-time Employee shall be eight (8) hours of scheduled duty per day.

(b) The District may establish a work day of less than eight hours pursuant to Section 1(b) of this Article.

(c) The District may establish work days of more than eight (8) hours per day for employees in the Classifications and/or positions listed in Appendix 'E', where support of the educational program requires fluctuation in daily working hours, provided that the total hours regularly assigned do not exceed forty (40) hours per week. Employees in the Classifications and/or positions listed in Appendix 'E' shall be given a fixed schedule for each calendar month at least one week in advance of the month. As conditions warrant, the District and ECCE may agree to add or delete Classifications and/or positions on the list.

Section 3. Work Schedules.

(a) Upon initial employment and any subsequent change of Classification, each Employee shall be furnished by the District with a notice which shall specify the employee's duty hours and days of work, assignment or work location, Classification Specification, where applicable, and salary data.

(b) The District may extend the regularly assigned work day or work week of an Employee on an overtime basis when such extension is necessary to carry on the business of the District. Eligibility for compensation for such assigned overtime shall be as provided in Article 6, Section 2.

(c) An Employee may request a change in working hours. The immediate supervisor will give reasonable consideration to the request. If denied, the Employee may appeal to the immediate supervisor's Dean, Director, or Manager for further consideration. If denied, a written statement as to the reason for the denial will be provided to the employee.

Section 4. Meal Periods and Rest Periods.

(a) Specified times for meal periods and break periods pursuant to the provisions of this Section shall be established by the District.

(b) Duty free meal periods shall be granted, normally during the middle of the work day, without compensation, and may be either thirty (30), forty-five (45), or sixty (60) minutes in duration as specified by the division Dean, Director or Manager, for employees assigned to work five (5) consecutive duty hours or more.

(c) Rest periods shall be granted, normally during the middle of each duty period of four (4) consecutive work hours during a work day, not to exceed twenty (20) minutes including any traveling time. Rest periods shall be a part of the regular work day and shall be compensated at the employee's regular rate of pay.

(d) Meal periods and rest periods may not be accumulated and shall be taken during the period of each work day and duty period as specified; however, if an employee is required to miss a regularly scheduled meal period or rest period, the meal period or rest period may be taken at a different time convenient to the employee and his/her supervisor.

(e) For the Dispatch Clerks, employees of the Campus Police Division, who are required by the District to be on call at their on-campus duty station during meal periods, such periods shall be with pay or their hours of compensable duty shall be adjusted accordingly.

Section 5. Adjustment Time.

Any employee who works an average of 30 minutes or more per day in excess of his/her regular part-time assignment for a period of 20 consecutive working days or more shall have the regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

Section 6.      Voting Time Off.

Pursuant to the requirements of the Election Code for all statewide and local elections, the District shall provide employees with sufficient time off to vote (not to exceed two (2) hours of paid time) if the voting time available outside of working hours is not sufficient to enable the employee to vote. The Employee shall request such time off from the Human Resources Office.

ARTICLE 6

Compensation

Section 1. Salary Schedules: Step Placement and Advancement.

(a) Appendix B is reserved for the Classified Salary Schedule effective January 1, 2007. Effective January 1, 2007, the District will adjust the 2006 classified salary schedule by 5%.

(b) Appendix C is reserved for the Classified Salary Schedule effective January 1, 2008. Effective January 1, 2008, the District will adjust Appendix B by 3%.

(c) Appendix D is reserved for the Classified Salary Schedule effective January 1, 2009. Effective January 1, 2009, the District will adjust Appendix C by the percentage negotiated following contract reopeners beginning August 2008. Contract reopeners will include Article 6, Compensation and Article 15, Insurance Benefits. Appendix I is deleted from the Agreement.

(d) An employee shall be employed at Step A of the appropriate salary range in accordance with the Classified Salary Schedule in effect as of the employee's date of employment unless the District specifies a step other than Step A.

(e) From date of employment, change in Classification arising from an approved promotion to another Classification in a higher pay range, step increases shall be granted to be effective on the first day of the month following completion of six months of active service in such position: thereafter, step increases shall be granted on the first day of the month following completion of 18, 30, and 42 months of active Service in the position.

(f) An employee who receives a change in Classification to a different position title in a higher salary range as the result of a promotion shall be placed on that step of his/her new salary range which would yield closest to a 5.5% monthly salary increase.

(g) Placement of a higher salary range as a result of reclassification or reallocation shall be range to range, step to step.

(h) The timing of an employee's step increment increase shall not be changed by a reclassification or reallocation.

Section 2. Overtime.

(a) Overtime work must be authorized by the employee's Dean, Director or Manager.

(b) All authorized work in excess of forty (40) hours in a work week or eight (8) hours in a work day, regardless if the hours worked are before or after the employee's regular work day (except as provided in subsection (c) of this Section or as provided in Article 21, Section 2) shall be compensated at one and one-half times the hourly rate in effect at the time the overtime hours were worked unless compensatory time off at the time and one-half rate is mutually agreed upon between the employee and the Dean, Director or Manager. If an employee is required to commence work before his/her regular work day, the employee's regular work day shall not be shortened except by mutual agreement between the employee and the Dean, Director or Manager. Compensatory time off shall be taken at a time mutually acceptable to the employee and the supervisor within twelve months following the month in which the overtime was worked or the employee shall be paid. For the purpose of computing hours worked, time during which an employee is excused from work because of paid holidays, sick leave, vacation or other paid leave of absence shall be considered as time worked by the employee.

(c) Employees for whom the District has established work days in excess of eight hours per day as provided in Article 5, Section 2(c) are excluded from eligibility for overtime hours worked in excess of eight hours in any work day so long as the required hours to be worked in excess of 40 hours in a work week are compensated at time and one half. When there is a deviation

from the work schedule as provided by Article 5, Section 2(c), employees shall be compensated at the overtime rate except the following classifications and/or positions listed in Appendix E, whose hours may deviate on a day to day basis.

(d) Employees who are scheduled to work more than eight hours per day in less than a five day work week for a total of 40 hours are exempt from daily overtime. Overtime shall begin after 40 hours of work per week. The employee may request an alternative work schedule to accommodate special needs. The alternative work week options consist of a 4/40 plan (4 - 10 hour days) or a 9/80 plan (80 hours in 9 days with the work week beginning at noon of the selected day off). The District and the employee must agree to the alternate full-time work schedule which may include work days in excess of eight hours per day. Such mutual agreement will provide that the employee will not receive the compensation as provided in Section 8(b)(4) and will provide that the employee will not be paid daily overtime for scheduled daily hours in excess of eight hours per day. However, employees on an alternate work schedule, who work over 40 hours during their scheduled work week, shall be given compensatory time or overtime pay compensated at the overtime rate. The use of the compensatory time shall be agreed upon by the Supervisor and employee and included in the agreed upon flexible work schedule. The District may terminate an employee's alternate full-time work schedule after two calendar days notice to the employee.

(e) An employee having a regular work day of four hours or more of duty during a work week shall be compensated for any work required to be performed on the sixth or seventh consecutive day following the commencement of the employee's work week at a rate equal to one and one-half times the employee's regular rate of pay. An employee having a regular work day of less than four hours of duty during a work week shall be compensated for any work required to be

performed on the seventh day following the commencement of the employee's specified work week at a rate equal to one and one-half times of that employee's regular rate of pay.

(f) The District shall distribute and rotate overtime work as equally as practicable among qualified employees in the various work units. The appropriate Deans, Directors and Managers will maintain alphabetical lists of employees in the various work units and will record overtime worked. If overtime is offered and the employee requests to be excused, the offered overtime will be recorded as refused and the employee will be placed at the end of the rotation list.

Section 3. Call-in Guaranteed Pay.

(a) An employee who is required by the District to perform special duties outside of the employee's regular work day or work week on an scheduled overtime basis shall be guaranteed a minimum of three hours pay at one and one-half times that employee's regular hourly rate providing such duties involve time which is not an extension of the regular work day. An employee required to report to work due to an emergency, shall be guaranteed a minimum of four hours pay at one and one-half times that employee's regular hourly rate providing such duties involve time which is not an extension of the regular work day.

(b) Employees in certain maintenance and operations, Center for the Arts, and network technician classifications may volunteer to carry and respond to a cell phone or pager in order to provide coverage for emergencies. Employees accepting this assignment will receive a monthly stipend of \$50 for each month of participation in this special assignment.

Section 4. Hazardous Duty Pay.

The Director of Risk Management will notify the Dean, Director, or Manager, ECCE and the Safety Committee of the determination of a 'high risk' work assignment which qualifies an employee for Hazardous Duty pay. An employee assigned to a designated high risk work

assignment shall be compensated at one and one-half times that employee's regular hourly rate of pay.

Section 5. Work Out of Classification.

An employee may be required by his or her supervisor or manager to perform duties inconsistent with those assigned to that employee's classification. When such employee is assigned the duties of a classification in a higher range for a period of more than five (5) work days within a 30 day calendar period, the employee's salary shall be adjusted as provided in Section 1(f) of this Article for the entire period the employee is required to work out of classification.

Section 6. Pay Period.

An employee compensated on a monthly basis shall be paid twice per month payable on the 10th and the 25th of the month. Employees compensated on an hourly basis shall be paid once a month payable on the 10th of the month. If the normal pay date falls on a Saturday, Sunday or holidays, the paychecks shall be issued on the preceding workday.

Section 7. Payroll Deductions.

Employees, by law, become contributing members of the California Public Employees' Retirement System (PERS) and of the Old Age Survivors and Disability Insurance Fund (Social Security). Deductions as are required by the State and Federal governments are made monthly. Federal and State income tax deductions are made monthly as are other authorized voluntary deductions.

Section 8. Shift Pay Differential.

(a) An employee who is assigned and works two or more days in any work week to a schedule defined herein, shall receive shift pay differential. Full-time employees shall receive for such week one-quarter of the monthly shift pay differential. Employees working at least a 50% but less than 100% assignment shall receive a percentage of the differential equal to that of the

employee's assignment. Hourly employees shall receive shift pay differential on an hourly basis if they are assigned and work the necessary two or more days on a schedule defined herein for each hour worked in such week.

(b) One of the following shift differentials, whichever is the greater, shall be paid for work assignments as follows:

(1) Swing Shift - A work day assignment which ends after 8:30 p.m. shall be compensated on the basis of \$65.00 per month.

(2) Night Shift - A work day assignment which begins at 10 p.m. or later but before 4 am shall be compensated on the basis of \$95.00 per month.

(3) Split Shift - A work day assignment which includes two work periods broken by at least two duty-free hours shall be compensated on the basis of \$80.00 per month.

(4) Irregular Shift - Employees assigned to classifications and/or positions listed in Section 2 (c) of this Article shall be compensated on the basis of \$55.00 per month.

(c) Employees who receive a swing shift or night shift differential premium, shall suffer no reduction in premium when temporarily assigned 20 working days or less to another shift with a lesser premium or no premium. Custodians regularly assigned to the swing or night shift shall continue to receive the higher shift differential when temporarily assigned to another shift.

Section 9. Mileage.

An employee who has successfully completed the District's Safe Driver program and is authorized by a Dean, Director or Manager to use the employee's vehicle on District business shall be reimbursed for all miles driven on behalf of the District at the rate established by the Internal Revenue Service (IRS).

Section 10. Anniversary Increments.

For the term of this Agreement, an employee who completes 20 years of service with the District will be paid an anniversary increment of \$75.00 per month in addition to his/her step rate for his/her salary range. Upon reaching 25 years of service, the employee's anniversary increment will be increased to \$150.00. The anniversary increment will be on a prorate basis for an employee scheduled to work less than full time.

Section 11. Classification Schedule and List.

(a) The District's schedule of Classifications by Series and Salary Range is set forth in Appendix A.

Section 12. Compensation in Lieu of Dependent Insurance Benefits.

The District will pay \$420 at the end of each full year of completed service to each full-time, regular classified employee scheduled to work 20 hours or more per week for 10 months or more per fiscal year who does not elect dependent medical, dental and vision insurance coverage for such year. The employee may, pursuant to Internal Revenue Code regulations, use this sum for a tax sheltered annuity contribution.

## ARTICLE 7

### Employment Status

#### Section 1. Regular Classified Employee.

(a) A Regular Classified Employee refers to an employee who may gain permanent status as defined in Section 4 of this Article.

(b) Upon authorization of the Board of Trustees, a classified position may be created under federal or state legislative enactment or other special funding and not designated as part of the regular District program. Such position shall, nevertheless, be a part of the classified service, any person employed in such position shall be a Regular Classified Employee and shall enjoy all of the rights, burdens and benefits accorded other employees under the terms of this Agreement.

#### Section 2. Probationary Status.

On the date of beginning employment in the classified service of the District, a Regular Classified Employee shall be required to serve a probationary period of twelve (12) calendar months of active service with the District. Active service is defined as all time in paid status excluding (a) compensation payable under Article 11, Section 4(c); and (b) any period of unpaid leave of more than eleven (11) work days in a calendar month. An employee who has not completed his/her probationary period and who voluntarily leaves the service of the District and who is subsequently reemployed as a Regular Classified Employee may be required to serve successfully a new probationary period of twelve (12) calendar months of active service beginning on the date of reemployment in such position. Employees may petition the Human Resources Office for consideration of previous District probationary service credit to count towards the probationary service credit within a new, yet similar classification.

Section 3. Permanent Status.

A Regular Classified Employee who successfully serves and completes the initial probationary period, shall be designated as a Permanent Classified Employee of the District.

Section 4. Short-Term Employees.

(a) Short-term employee is a person who is employed 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.

(b) Short-term (non-certificated temporary, casual, hourly, or temporary) employees, employed and paid for less than one hundred ninety-five (195) actual days of work per school year, irrespective of number of hours worked per day, shall not be classified as Regular Classified Employees. In the event the employment of any short-term employee exceeds this, he/she shall be classified as a Regular Classified Employee.

(c) Short-term employees shall not be employed for more than one hundred ninety-five (195) working days between July 1 and June 30 of any given year unless and until new limitations as specified in the California Education Code become law and take effect.

Section 5. Substitute Employees.

(a) Effective July 1, 2005, substitute employees who work more than 75% of a fiscal year or 195 working days in any given fiscal year when the substitute is replacing an employee absent from duty due to illness or injury are entitled to classified status as a beginning probationary employee.

(b) When the District is engaged in a procedure to hire a permanent employee to fill a vacancy, the District may fill the vacancy through the employment, for not more than 60 work days, of one or more substitute employees. At the end of the 60 work days, if the District is

actively recruiting, the District may continue to use a substitute until the position is filled. If, however, the District is not actively recruiting by the end of the 60 days, it may no longer continue to use the substitute to fill the position.

ARTICLE 7

## ARTICLE 8

### Transfers and Job Vacancies

#### Section 1. Transfers.

(a) A transfer is defined as a change of work location and/or supervision either at the same salary range or voluntarily at a lower salary range.

(b) A voluntary change that would result in an increase or decrease in the workday (part time to or from full time) and/or work year (less than twelve (12) month employee to or from twelve (12) month employee) shall be considered a transfer.

(c) The District may transfer employees on a temporary basis.

(d) The District may transfer employees on a permanent basis, provided that prior to any permanent transfer, notice shall be given to the employee(s) and a conference shall be held between the Dean, Director or Manager and the employee(s) in order to discuss the necessities for the transfer.

(e) Any employee may request a transfer at any time. Such request shall be made in writing to the Human Resources Office and shall be kept on file for six (6) months. Requests on file shall be referred to the appropriate Dean, Director or Manager for review and consideration prior to posting a vacancy. The employee shall be notified of the decision to accept or reject the request for transfer including an explanation prior to posting a vacancy. The denial of a transfer request shall not be grievable.

(f) The District will avail itself of transfer opportunities in lieu of laying off an individual.

ARTICLE 8

Section 2.     Posting of Notice.

(a)     Notice of all job vacancies within the unit shall be posted on designated bulletin boards.

(b)     The job vacancy notice shall remain posted for a period of ten (10) full working days, during which time employees within the unit may file for the vacancy.

(c)     The District shall forward a copy of all job vacancies to the designated ECCE representative at the time of distribution.

Section 3.     Notice Contents.

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 division, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing an application for the vacancy.

Section 4.     Filing.

Any employee may file for the vacancy by completing a District application form in the Human Resources Office within the filing period. The completed District application form shall remain on active file for a minimum of six (6) months in the Human Resources Office. An employee on leave of absence shall have the right to have another person file for the vacancy on his/her behalf.

Section 5.     Consideration of Applicants.

The hiring committee shall determine which employees will be granted an interview. All hiring committees for vacancies in classifications covered by this Agreement shall include at least one employee who will be appointed by ECCE within five (5) work days of notification from the committee chair.

## ARTICLE 9

### Classifications

#### Section 1. Classification Specifications.

The District will establish and maintain written Classification Specifications for all bargaining unit positions. The District shall provide ECCE with copies and shall make them available to employees as needed.

#### Section 2. Placement in Classification.

Each Employee will be placed in the appropriate Classification as set forth in Appendix A.

#### Section 3. New Classifications or Changes to Existing Classifications.

The District may establish new classifications or change existing classifications as needed. The District will prepare a classification specification for any new or modified classification and will submit the description to ECCE. The parties will meet promptly to negotiate the appropriate salary range for the classification or any reallocations of classification specification currently in effect. If the parties fail to reach agreement, the District may implement the new or modified classification, subject to the grievance procedure.

#### Section 4. Classification Review Process.

(a) The Human Resources Office will be responsible for reviewing classifications for currency.

(b) Positions reviewed and found to have duties performed outside of the established classification will be modified to maintain compliance with the designated classification duties and requirements. Employees found by the Human Resources Office to be “working out of classification” at a higher classification level for more than 5 working days within a 30 day calendar period will have those duties removed and the employees shall be compensated “work

out of class” pay for up to 12 months. Employees will receive a status notification in writing with justifications for the District’s decision.

(c) A classified employee whose classification was reviewed by the Human Resources Office may appeal the decision by filing an appeal to the Vice President within 15 working days from the status notification date from the Human Resources Office. The Vice President has 15 working days to grant the appeal or deny it. If the Vice President determines within the 15 working days that critical information was missed or criteria was not applied in the original review, the appeal will be returned to Human Resources for further consideration. The Human Resources Office will review the matter and respond to the employee directly.

(d) If the Vice President denies the appeal, the employee will be notified and no further action will be taken. The decision of the Vice President is final and is not subject to the grievance process.

Upon receipt of the consultant’s recommendations regarding the current classification review, the negotiation teams shall meet to review and negotiate the consultant’s recommendations. It is anticipated that this meeting will commence in October 2007.

## ARTICLE 10

### Performance Evaluation

#### Section 1. Performance Evaluation.

The intent of the evaluation process is to assess and recognize the competence of the employee's performance. This process will be used as a tool to plan and review employee performance and shall not be used as a sole basis for discipline. The evaluation process shall apply to all employees.

(a) The District will train all District personnel responsible for performance evaluations.

(b) Each employee shall be evaluated by the immediate supervisor according to the provisions of this Article. If an employee has a change of immediate supervisor within ninety (90) days of his/her anniversary month, such employee will be evaluated by the employee's prior immediate supervisor. The results of the evaluation shall be recorded on the appropriate form which shall be completed by the evaluator who shall state the basis for the ratings and comment, where appropriate, as to areas in which performance needs to be improved and/or areas of strength. The evaluation procedure shall include a meeting called by the evaluator with the employee to discuss the employee's performance. Evaluations shall be placed in the employee's personnel file. Evaluations that are more than 5 years old shall not be used by the District or on behalf of the employee in any disciplinary action.

(c) No evaluation shall be based upon hearsay statements but shall only be based upon the direct observation and/or use of information from other sources, provided the evaluator investigates and verifies this information. The evaluator will provide upon request the names of any individuals related to any statement on the evaluation form.

(d) If the evaluator fails to provide information pursuant to (c) above then that item shall be stricken from the form.

(e) The original copy of the evaluation shall be filed in the individual's District personnel file and a copy shall be given to the employee at the meeting. The employee shall have the opportunity to review, comment, and sign his/her evaluation prior to the placement of said evaluation in the employee's personnel file. A copy of any and all evaluations shall be provided to the employee whether the employee has signed them or not.

Section 2. Schedule of Evaluations.

Each probationary employee shall be evaluated at least twice during the employee's probationary period. Each permanent employee shall be evaluated at least once annually during their anniversary month. Late performance evaluations shall not be performed for any period in excess of 1 year prior to the date of the evaluation. The District may make additional performance evaluations for employees at any time.

Section 3. Evaluation Categories.

Evaluation of the competence of unit members (see Classified Employee Performance Evaluation Form - - Appendix J) shall include, but shall not be limited to, consideration of:

- |                      |                                  |
|----------------------|----------------------------------|
| 1. Quality of Work   | 6. Dependability and Reliability |
| 2. Quantity of Work  | 7. Attendance and Punctuality    |
| 3. Judgment          | 8. Safety                        |
| 4. Working Relations | 9. Communication Skills          |
| 5. Initiative        |                                  |

The completed Performance Evaluation Form shall include descriptions of "Needs Improvement" and/or "Unsatisfactory" performance in the space provided under the

“Comments” portion of the Performance Evaluation Form or as an attachment. In the event a permanent employee receives a needs improvement or unsatisfactory rating in any category on the Performance Evaluation Form, the employee shall receive written recommendations for improvement. An evaluation conference shall be held with the employee for the purpose of assisting in correcting the deficiencies noted on the evaluation. The employee shall have the right to have a union representative present at the time of this evaluation conference. A record of such conference shall be prepared by the evaluator which shall include written recommendations for improvement. This conference summary shall be placed in the employee’s personnel file and a copy submitted to the employee. The District may evaluate the employee after two months from the date of the initial evaluation conference to note improvement or lack of improvement in the category(ies) of deficient performance.

Section 4. Acknowledgment of Outstanding Work.

A supervisor who believes that an employee’s work performance has been exceptional may complete the District’s form entitled “Acknowledgment of Outstanding Work Performance,” (see Appendix K). The outstanding work performance described may have occurred on a day-to-day basis or in an unusually difficult and/or emergency situation. All Acknowledgments of Outstanding Work Performance shall be reviewed and signed by the employee’s immediate supervisor.

ARTICLE 11

Paid Leaves

Section 1. General Conditions.

(a) Application for Leave of Absence.

An employee who has cause to request a paid leave of absence shall make written application for such leave by completing a District "Request of Leave" form and submitting the form to the employee's Dean, Director or Manager as far in advance as possible. For (a) bereavement; (b) personal necessity (1), (3), (4) and (5); or (c) disability leave, the employee shall inform his/her Dean, Director or Manager of the absence as soon as possible and the employee will make written application for the leave as soon as practicable. The application for leave shall state the leave category requested, the reason(s) necessitating the employee's absence, and the estimated duration of the absence. Approval of the leave shall be in writing signed by the Dean, Director or Manager of the employee's division. If denied, the employee will be provided with a statement in writing giving the reason(s) for such denial.

(b) Supporting Evidence.

The District may require an employee to submit evidence satisfactory to the District to justify the employee's request for leave of absence. Such evidence may include, but shall not be limited to, a physician's statement, a copy of the subpoena, or a notice of jury service.

(c) Paid Leave of Absence Defined.

A paid leave of absence shall mean salary continuance for the employee's normal assignment on the day of the paid absence, with full credit for all District benefits to which the employee is entitled, including service credit. An employee regularly employed in a part-time assignment shall be paid for compensable leaves on the basis of the average number of hours

worked, excluding overtime, during the quarter preceding the quarter in which such leave occurs.

(d) Leave Status.

An employee who is granted a paid leave of absence shall not be eligible for any other paid leave(s) provided by this Article during the period of such approved leave unless the employee presents supporting evidence acceptable to the District.

(e) Employees on paid sick leave (Section 4) shall call in daily to supervisors or managers during regularly scheduled work hours unless the employee is physically unable to do so or unless the employee has provided the supervisor with written documentation from a physician stating the period of time the employee will be off work.

(f) Failure to Return from Leave of Absence.

An employee who fails to return to duty upon completion of a paid leave of absence, and who is not on an approved subsequent leave of absence may be dismissed by the District; unless the employee was unable, due to causes beyond his/her control, to return to duty in which event the employee must report the circumstances in writing to the District as soon as he/she is able to do so.

(g) Return to Work

The employee will provide at least one (1) day's advance notice of intended return any time the employee has been out on sick leave or industrial accident/injury leave for five (5) or more consecutive work days. The District may require an employee who has been out on sick leave or industrial accident/injury leave for five (5) or more consecutive work days to provide a doctor's release in order to return to work. An employee not providing proper notice or the

required release will not be permitted to return to work. It is the employee's responsibility to notify the District regarding the status of their continued leave.

Section 2. Bereavement Leave.

(a) An employee shall be granted up to three (3) days for bereavement purposes for members of the immediate family. If out of state travel or travel in excess of 300 miles from the District is required, two (2) additional days shall be allowed.

(b) If an additional period of absence from duty is required for this purpose, an employee may be granted additional bereavement leave, which additional leave shall be charged as personal necessity leave to the extent such leave is available to the employee as provided in Section 3 of this Article.

(c) "Immediate family" is defined as the mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the spouse/registered domestic partner of the employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law or sister, sister-in-law of the employee; or any other person living in the immediate household of the employee.

(d) In addition, the following groups are considered "immediate family": stepparent, stepchild, foster child, dependent child or adult of the employee or spouse/registered domestic partner of the employee. The employee shall, upon request, furnish written evidence to his/her immediate supervisor that the leave taken is in accordance with the provisions of this section.

Section 3. Personal Necessity Leave.

(a) An employee may be absent from duty without loss of pay for up to seven (7) duty days during any fiscal year and have the absence charged to the employee's accrued sick leave account.

(b) For the purpose of qualifying for paid personal necessity leave, there shall be a compelling reason which required the employee's absence from duty, which cannot be attended to outside of duty hours, and which shall be limited to one of the following reasons:

(1) An accident involving the employee's person, property, or the person or property of an employee's immediate family (as defined in Section 2(c) of this Article) not otherwise chargeable to any other paid leave of absence for which the employee qualifies.

(2) The required appearance of the employee brought about as the result of a legal notice to appear as a witness before a governmental or judicial agency or court of law.

(3) The illness of a member of the employee's immediate family (as defined in Section 2 (c) of this Article) including the birth of a child to the employee.

(4) Any imminent danger as the result of flooding or fire or similar natural catastrophe to the personal residence of the employee.

(5) The death of a member of the employee's immediate family (as defined in Section 2 (c) of this Article) when additional leave is required beyond that provided in Section 2 of this Article.

(6) Up to 2 personal necessity days may be used for religious observance.

(7) Other reasons submitted in writing and approved in advance by the Dean, Director or Manager.

Section 4. Sick Leave.

(a) Definition

Sick Leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury or pregnancy.

(b) Accrual of Sick Leave Benefits.

(1) Each employee employed full-time on a fiscal-year basis shall be entitled to twelve (12) days of sick leave benefits with pay for illness or injury for each fiscal year of service. An employee employed full-time for less than a full fiscal year is entitled to that portion of the twelve (12) days sick leave per fiscal year of service as the number of months he/she is employed bears to twelve (12). An employee regularly employed on a part-time assignment shall be entitled to the same ratio of sick leave benefits of a full-time employee as the number of hours worked bears to the number of hours a full-time (40-hour) work schedule.

(2) A newly hired employee shall be entitled to use only that portion of sick leave award which has been accrued for each month of service actually rendered and may not take full sick leave for the fiscal year until the first day of the calendar month after the employee has completed the first six (6) months of active service with the District.

(3) There shall be no maximum on the number of sick leave days an employee may accrue. The full amount of unused annual sick leave shall be accumulated from year to year.

(4) An employee may use sick leave at any time during the year; however, an employee leaving the District during a fiscal year who has used sick leave for that year will be required to reimburse the District for the value of the difference between the number of sick leave days actually accrued for each month of active service in the year and the actual number of sick leave days used, if any.

(5) Sick leave credit received by transfer from a previous employing California school district of a newly hired employee shall be accepted and credited to the employee's sick leave account with the District if the employee has been employed by such district for a period of one calendar year or more and accepts a position with the District within twelve (12) months of termination from the previously employing district.

(6) All accumulated sick leave shall be cancelled upon termination of service with the District except that accumulated sick leave may be transferred to a subsequent employing California school district or toward retirement under PERS as provided by law.

(7) The District may specify that a doctor's note is needed if the employee is absent for 3 or more consecutive days.

(c) Difference Pay.

Each employee shall once each fiscal year be credited with a total of one hundred (100) days sick leave including the sick leave provided under Section 4 of this Article. Each day of sick leave provided by this Section shall be compensated at the rate of fifty (50) percent of the employee's regular salary. In order to qualify for differential pay, an employee shall first utilize all accumulated sick leave credit, and in no event shall days of differential pay, when combined with days of sick leave utilization, exceed one hundred (100) days in any fiscal year. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next fiscal year. Employees receiving difference pay (1/2 pay) may also voluntarily request the use of other accrued time (i.e. vacation or comp-time) to supplement differential pay.

Section 5. Industrial Accident or Illness Leaves.

(a) An employee shall report any injury or illness arising out of and during the course of employment with the District to the employee's supervisor within twenty-four (24) hours of the occurrence or as soon as possible.

(b) An employee who receives a temporary disability payment for such accident or illness under Workers' Compensation shall remit such payment for any period of time while on any paid disability leave to the District. Such obligation shall be limited to the amount payable by the District for such period.

(c) An employee who becomes disabled due to an illness or injury arising out of and during the course of employment with the District, shall be granted paid industrial accident or illness leave for the period of time the employee is unable to render service to the District, not to exceed sixty (60) working days for each industrial accident or illness. Such leave shall be granted prior to the award of other paid District disability leave benefits for which the employee is eligible.

(d) Upon exhausting benefits provided under this subsection, an employee who continues to be disabled shall be entitled to other paid leave benefits as shown below, provided that all such leave benefits paid shall not, when combined with any temporary disability award under Workers' Compensation, exceed 100% of the employee's regular salary. All paid leave benefits shall be paid in full day increments.

Beginning on Date of Disability.

- |          |   |
|----------|---|
| 60 Days  | Industrial Accident or Illness Leave        |
| 100 Days | 1. Awarded Sick Leave for Current Year      |
|          | 2. Accumulated Sick Leave for Prior Year(s) |

### 3. Difference Pay

(1) After exhausting the paid leave benefits described above, the employee will be given the option to use any accrued vacation and/or compensatory time.

(2) Upon use of the 100 days as referenced herein, the employee will use the balance of any accumulated sick leave from prior year(s).

(e) After exhausting all leave provisions described above, the employee will be provided temporary disability payments directly from the District's insurance carrier. In addition, when all available leaves of absences, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, the employee shall be placed on a reemployment list for a period of 39 months.

(f) An employee receiving benefits under this subsection shall remain within the State of California, unless the District authorizes travel outside of the state.

(g) When a Workers' Compensation award is endorsed payable to the District, paid leave, other than industrial accident or illness leave, shall be charged that percentage that is produced by a quotient when dividing the employee's pay for the employee's regular assignment, less the amount signed over, by the amount of pay for the employee's regular assignment.

(h) An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized District's or Workers' Compensation physician certifying the employee's ability to return to the position classification without restrictions or detriment to the employee's physical and emotional well-being, and in compliance with the American's with Disabilities Act. The District may provide employees with restricted work activities following industrial accident or illness leave. During restricted

work activity assignments, the employee may be subject to medical examinations at District expense when the examination is performed by the District-designated physician, for purposes of determining whether to continue the restricted work activities or whether to return the employee to full duty. Restricted work activity assignments may be modified or terminated by the District at any time.

Section 6. Extended Disability Leave.

If the employee is still disabled at the conclusion of all available paid disability leave(s) and is unable to return to work, Article 12, Section 2, Extended Disability Leave, shall apply.

Section 7. Catastrophic Illness/Injury Leave Plan.

(a) In accordance with the provisions of AB2007, the Catastrophic Illness/Injury Leave Plan is available to eligible employees. The purpose of this plan is to permit employees with a catastrophic illness or injury to solicit individual donations of vacation and sick leave from fellow employees and/or from the Leave Bank.

(b) A catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all sick leave and other paid time off.

(c) The terms and conditions of this plan are included in Appendix "F".

(d) The Catastrophic Illness/Injury Plan is not grievable.

(e) This plan was jointly developed as an institutional program by the employee bargaining units, confidential employees, and management. Changes to this institutional plan cannot be made without the agreement of all constituent groups.

Section 8.     Disability Release.

The District may require a satisfactory written statement from a Board Certified or Board Eligible psychiatrist, physician or clinical psychologist specializing in the area of concern and mutually agreed upon by the District and the employee, releasing the employee to return to all duties of the employee's position, before the employee returns to duty after expiration of a disability leave. Such statement shall be submitted by the employee to the Dean, Director or Manager. Pursuant to Section 4(a) of this Article, the District may require additional health information. An employee may return to duty on a limited basis, i.e., less than normal daily work hours, so long as the employee can perform the duties assigned to the position proportionate to the number of hours worked. The District shall comply with the provisions of the Americans with Disabilities Act as it applies to employees returning from disability leave.

Section 9.     Quarantine Leave.

An employee shall receive full salary during the period of quarantine by duly constituted governmental authority.

Section 10.   Jury Duty Leave.

(a)     An employee, upon submission of the Certification of Jury Duty, may be absent from duty without loss of pay as a result of having been called for and appearing for jury duty, excluding a grand jury.

(b)     The District may refuse to grant paid leave for jury duty to an employee at any time when two percent (2%) or more of the total number of employees of the District are on paid jury duty leave.

(c)     The employee serving on jury duty, who receives pay from the District during such absence, shall be required to collect jury duty fees and remit such fees to the District.

(d) The employee shall be required to perform assigned service to the District during any work day or fraction thereof that the employee is released from jury service, provided that a reasonable period of time shall be allowed for necessary travel.

(e) An employee who is assigned to an evening or night work schedule who serves on jury duty shall be reassigned during each day of such service to a day work schedule.

Section 11. Military Duty Leave.

An employee who is called for and serves temporary military duty or who enlists or is otherwise ordered or called to active duty in the armed forces of the United States, the National Guard, or the Naval Militia shall, if he/she has completed one (1) full year of active classified service with the District and/or in recognized military service, be entitled to a military leave without loss of compensation for up to the first thirty (30) calendar days of necessary absence from duty provided that such leave shall be applicable each fiscal year for absences due to temporary military service.

Section 12. Attendance Incentive Program.

(a) Purpose

The purpose of the Attendance Incentive Program is to recognize those employees who have exemplary attendance record.

(b) Annual Recognition

Upon approved application submitted in letter form to the Human Resources Office, if an employee has not been absent for any consecutive twelve (12) month period, he/she, shall be granted a \$150 award to be paid as soon as possible. Absences for this purpose do not include holidays, scheduled vacations, comp-time, bereavement leave, jury duty, or closure by the

District for a department/area, or campus as a whole. No employee shall be entitled to more than one (1) award per calendar year for the duration of this Agreement.

(c) This program is not intended to encourage or permit employees who are ill to come to work. The District reserves the right to send an employee home if there is reason to believe the employee is too ill or contagious to remain at work.

(d) To be recognized for an exemplary attendance record and receive the \$150 award, employees must submit their request to participate in the Attendance Incentive Program within 3 months of completing twelve consecutive months of perfect attendance.

Section 13. Family Care Leave.

(a) In accordance with the provisions of Federal and State government codes, California Family Rights Act; and the Family and Medical Leave Act, eligible employees may apply for additional leave.

(b) The provisions of these government codes are not grievable; however, the denial of a request for Family Care Leave may be appealed to the Vice President responsible for human resources functions.

(c) General guidelines regarding the provisions of both the federal and state Family Care Leave acts are included in Appendix G.

Section 14. Sick Leave to Attend to Illness of a Child, Parent or Spouse.

(a) In accordance with Section 233 of the California Labor Code, employees may use accrued sick leave during any calendar year, up to six days per year, to attend to an illness of a child, parent or spouse.

(b) These absences will be charged to the employee's accrued sick leave account.

ARTICLE 11

(c) This section does not extend the maximum period of leave to which an employee is entitled under the Federal Family and Medical Leave Act or the California Family Rights Act, and does not apply to the use of differential leave pursuant to Section 88196 of the California Education Code.

(d) The use of accrued sick leave for purposes of this section is in addition to any accrued sick leave used for personal necessity pursuant to Section 3 (Personal Necessity Leave) of this Article.

ARTICLE 12

Unpaid Leaves

Section 1. General Conditions.

(a) Application for Leave of Absence.

An employee who requests an unpaid leave of absence shall make written application for such leave on a form provided by the District and shall submit such form to the employee's Dean, Director or Manager as far in advance as possible. The application for leave shall state the leave category requested, the reason(s) necessitating the employee's absence, and the period of time for which the leave is requested. The disposition of such request will be provided to the employee in writing by an appropriate official of the District. If leave is denied, the employee may submit a request to the appropriate Vice President for disposition.

(b) Unpaid Leave of Absence Defined.

An unpaid leave of absence shall mean the employee shall have deducted an amount equal to 1/22 of the employee's total regular monthly salary for each work day of such absence, except that when only two (2) or less days are actually worked in any one month, the employee shall be paid 1/22 of the employee's total regular monthly salary for each actual day worked during that month. An employee who is granted an unpaid leave of absence shall not be entitled to any paid leave benefits during the period of such unpaid leave, with the exception of participation in the Classified Professional Development Leave Program.

(c) Continuation of Benefits.

An employee who is granted an unpaid leave of absence of eleven (11) or fewer work days in a month (22 days), shall have his/her current medical, dental and life insurance continued for that month, and shall not be required to pay the District's portion of the cost of such coverage

during such month. An employee granted an unpaid leave of absence which exceeds eleven (11) work days in a month (22 days), may continue his/her current medical, dental and life insurance during the duration of leave upon monthly advance payment to the District of the full cost for such coverage. Continuation of insurance shall, however, be subject to any limitations contained in the master insurance policies concerning the length of time that such insurance coverage may be continued.

(d) Failure to Return from Leave.

An employee who fails to return to duty upon completion of an unpaid leave of absence may be dismissed by the District, unless the employee was unable, due to causes beyond the employee's control, to return to duty, in which event the employee must report the circumstances in writing to the District as soon as possible.

Section 2. Extended Disability Leave.

(a) Conditions.

A permanent employee who suffers an extended disability and who is thereby unable to perform the duties of his/her position, may, upon exhaustion of the employee's entitlement to disability leave benefits as provided in Article 11, Section 6, be granted an unpaid extended disability leave in increments of three (3) calendar months not to exceed a total of eighteen (18) calendar months. The employee's request for such unpaid leave shall be submitted to the Human Resources Office at least ten (10) work days prior to the expiration of paid leave benefits and shall be accompanied by a physician's statement as to the nature of the disability, the necessity of such leave, and the estimated duration of the disability. The District may require additional evidence of disability.

(b) Reemployment.

If, at the conclusion of all approved disability absences, paid or unpaid, the employee is still disabled and unable to perform the essential duties of his/her position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months. If, at any time during the prescribed thirty-nine (39) months, the employee is able to assume the essential duties of the position, with or without reasonable accommodation, the employee shall notify the Human Resources Office in writing and provide a satisfactory medical release. Upon receipt of such notification and release, an administrator of the Human Resources Office shall notify the employee in writing of any vacant Regular position(s) in the classification of the employee's previous assignment within the prescribed thirty-nine (39) months and offer the employee reemployment in such position. Such reemployment will take preference over all other applicants except that an employee on the thirty-nine (39) months reemployment list due to an extended disability shall be ranked according to his/her proper service credit, as provided in Article 18, in the event another employee in the same classification is eligible for reemployment because of having been laid off under the provisions of Article 18. An employee who has been placed on the reemployment list due to an extended disability, who has been medically released to return to duty, and who fails to notify the Human Resources Office, or to accept an appropriate assignment within ten (10) work days of receipt of an employment offer, shall be deemed to have declined reemployment, and the employee's name shall be removed from the reemployment list and be deemed terminated from the District. Upon reemployment, the employee shall be reinstated as a continuing employee of the District.

Section 3. Military Leave.

Military leaves shall be granted in accordance with applicable law.

Section 4. Personal Leave.

The District may grant a permanent employee an unpaid personal leave of absence including but not limited to requests for maternity and paternity leaves for such periods of time as it determines appropriate. Such periods shall not exceed six (6) calendar months provided that the District may, upon written application, extend the leave for an additional period of up to six (6) calendar months and provided that no leave of absence so granted shall exceed a total of eighteen (18) calendar months.

Section 5. Family Care Leave.

(a) In accordance with the provisions of Federal and State government codes, California Family Rights Act; and the Family and Medical Leave Act, eligible employees may apply for additional leave.

(b) The provisions of these government codes are not grievable; however, the denial of a request for Family Care Leave may be appealed to the Vice President responsible for human resources functions.

(c) General guidelines regarding the provisions of both the federal and state Family Care Leave acts are included in Appendix G.

ARTICLE 13

Vacations

Section 1. Vacation Allowance.

An Employee who is regularly employed on a full-time basis shall be entitled to a vacation allowance for each calendar month based on years of service in which the employee is in paid status for eleven (11) days or more as set forth in the following schedule. An employee regularly employed on a part-time assignment shall earn vacation in accordance with the schedule on a prorate basis. The following schedule is effective July 1, 2001:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u> <u>(full 12 months)</u>
First Service Year	1.000 days	12 days
Second Service Year	1.167 days	14 days
Third Service Year	1.167 days	14 days
Fourth Service Year	1.333 days	16 days
Fifth Service Year	1.333 days	16 days
Sixth Service Year	1.500 days	18 days
Seventh Service Year	1.500 days	18 days
Eighth service Year and Thereafter	1.667 days	20 days

The vacation allowance will be accrued as of the employee's Service Date of Employment, which is defined as the first (1<sup>st</sup>) day of the month following employment or the first (1<sup>st</sup>) day of the month of employment if the employee began employment on the first work day. The vacation allowance will be credited to each eligible employee every July 1 and the monthly factor thereby derived will remain in effect until the employee's Service Date of Employment when a changed monthly factor, if applicable, will be implemented for the employee's next service year.

Section 2. Bonus Vacation Allowance.

A bonus vacation allowance shall be accrued at the rate of one (1) additional day of annual vacation allowance for each full twenty-five (25) days of earned sick leave credited to an employee's Service Date of Employment up to a maximum of five (5) bonus vacation days. Any bonus vacation allowance shall be credited on the employee's Service Date of Employment and shall be accrued during the subsequent service year on a monthly basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual (full 12 months)</u>
25 earned days	0.083	1 day
50 earned days	0.166	2 days
75 earned days	0.250	3 days
100 earned days	0.333	4 days
125 earned days	0.416	5 days

Bonus days shall be credited as heretofore and the monthly factor thereby derived will remain in effect until the employee's Service Date of Employment when a changed monthly factor, if applicable, will be implemented for the employee's next service year.

Section 3. Entitlement to Vacation.

(a) The vacation allowance shall not be vested with the employee until completion of six months of service with the District. The employee shall not be entitled to take any vacation time until the employee has completed the six months of service, except for any period of mandatory vacation scheduling.

(b) After completion of six (6) months of service, the employee may take his/her earned vacation, subject to the provisions of Section 5 of this Article.

(c) The following shall occur in the event that an employee has more than fifteen (15) days of accrued vacation in January and does not have vacation scheduled that reduces his or her accrual to thirty (30) days by June 30<sup>th</sup>. If the District cannot schedule a sufficient vacation time during this period due to operating requirements, the additional days about (30) accrued as of December 31 will be paid to the employee as of that date.

(1) The Dean, Director, Manager or Supervisor will, upon consultation with the employee, schedule vacation time so that accumulated vacation does not exceed 30 days as of June 30<sup>th</sup>.

(2) If the accrued rate exceeds 30 days after June 30<sup>th</sup>, the employee will have until December 31<sup>st</sup> to use the additional days that had accrued in the prior fiscal year.

(3) If the District cannot schedule a sufficient vacation time during this period due to operating requirements, the additional days above thirty (30) accrued as of June 30<sup>th</sup> will be paid to the employee in January of the next calendar year.

(4) Vacation days earned from July through December shall not be included in the thirty-day limitation from the prior fiscal year.

(d) During the month of January of each year the Dean, Director, Manager or Supervisor will meet with employees under his/her supervision who are regularly scheduled to work less than twelve (12) months in order to work out a vacation schedule for the employee to take his/her vacation during that year. Less than 12-month employees may carry over five (5) days of vacation to the next year.

Section 4.      Vacation Pay.

(a)      Credited vacation time taken shall be paid at the rate of pay in effect at the time the vacation is taken.

(b)      Cash payment for earned and unused vacation credit shall not be made except as provided in Section 3 and Section 6 of this Article.

Section 5.      Scheduling.

(a)      An employee shall submit in advance a request for vacation to the employee's Dean, Director, Manager or Supervisor. Approval of a specific vacation request shall be subject to the staffing needs of the division. The District will designate prior to the beginning of each fiscal year certain periods of the year during which, due to operational needs of a department or division, vacation requests may not be granted.

(b)      A vacation scheduled for a given date may for good cause be rescheduled by agreement between the employee and the employee's Dean, Director, Manager or Supervisor.

Section 6.      Vacation Pay Upon Termination.

Upon leaving the employment of the District, an employee shall receive lump-sum compensation for all earned and unused vacation at the employee's current rate of pay. Any vacation time taken and not earned by the date of termination of employment will be deducted from the employee's final check.

Section 7.      Holidays During Vacation Period.

When a designated holiday falls during the scheduled vacation of any employee, such holiday will not be counted as a vacation day. The employee will receive holiday pay for each holiday falling within the vacation period.

ARTICLE 14

Holidays

Section 1. Holiday Calendar.

(a) The District shall provide the paid holidays set forth below to employees. To be eligible for holiday pay, the Employee must be in a paid status at least a portion of the workday immediately preceding or succeeding the holiday. The standard District holidays are as follows:

New Year's Day  
Martin Luther King Day  
Lincoln's Day  
President's Day  
Caesar Chavez Day (if approved by the Board of Trustees and added to the  
College Calendar for any year covered by this Agreement)  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

The District shall provide two (2) additional holidays each year during or in conjunction with the winter recess. These two (2) holidays shall be designated at the time the District Calendar is initially adopted for each year. If the District's Winter Recess closure results in the loss of four (4) work days, the District shall also designate an additional one (1) special holiday during the Winter Recess. In any event the District shall provide three (3) additional holidays (originally provided in 1994, in lieu of a 1.2% salary increase) in accordance with Article 5, Section 1 (h) & Article 6, Section 1.

(b) Employees who are not normally assigned to duty during the winter recess shall be paid for the holidays provided the employee was in paid status during any portion of the work day

of the employee's normal assignment immediately preceding or succeeding the winter recess period.

Section 2. College Holiday.

Any day declared by the President or Governor requiring that the community colleges of this State be closed as a result of a public fast, mourning, thanksgiving or holiday, in accordance with Education Code 79020 and 1318, or any day declared a holiday by the Board of Trustees shall be a paid holiday for all employees. In the event this occurs, the District and ECCE will, at the request of either, negotiate the designated use of such holiday time.

Section 3. Holiday Pay Computation.

(a) For a full-time employee, a holiday shall be paid on the basis of an eight (8) hour work day and at the rate of pay in effect at the time of the holiday.

(b) An employee regularly employed on a part-time assignment shall be entitled to holiday pay on a prorate basis.

Section 4. Scheduling.

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 5. Pay for Holidays Worked.

(a) When an employee is required to work on a designated holiday, the employee shall be paid compensation, or given compensatory time off, for such work at the rate of time and one-half the employee's regular rate of pay, in addition to regular pay received for all hours worked for the holiday.

(b) If a full-time employee is assigned to a work week other than Monday through Friday and a holiday falls on the employee's scheduled day off, the employee shall be provided with

a substitute holiday or shall be paid compensation in the amount that employee would have been entitled had the holiday fallen within the employee's normal work schedule.

(c) If a part-time employee works on a holiday, the employee shall be paid in accordance with Section 3 (b) for such holiday.

## ARTICLE 15

### Insurance Benefits

#### Section 1. Medical Insurance.

The District shall contribute the minimum payment required in order to participate in the CalPERS medical plan, toward payment of the premium of a medical plan selected by the eligible permanent employee. The medical plan chosen shall be one of those offered by CalPERS under the Public Employees Medical and Hospital Care Act.

#### Section 2. Dental and Vision Insurance.

The District will maintain its current dental and vision insurance plans for employees. The District will pay the monthly premium for each eligible employee.

#### Section 3. Optional HMO Plan.

The District will make available to employees an HMO Plan as an alternative to the District's medical insurance plan as provided in Section 1 of this Article. The District will pay the cost of such optional plan up to the amount of the monthly premium that the District pays as specified in Section 1 of this Article. As of an established date each year, employees may switch coverage between the District's medical insurance plan as provided in Section 1 and the HMO Plan as provided in this Section.

#### Section 4. Dependent Coverage.

The employee may elect to have eligible dependents covered under the District's medical and dental insurance as provided by Sections 1 and 2 of this Article in which case the District shall pay seventy (70) percent of the cost of such coverage. If the employee is covered by this Article, the District shall pay the cost of such dependent coverage up to the amount of the monthly premium the District pays for dependent coverage under its medical insurance plan.

Section 5. District Supplemental Benefits Plan for Employees.

(a) The District shall provide as a supplemental benefit plan for each permanent employee an amount equal to the difference between the minimum premium payment made by the District and the total cost of a medical, dental, and vision insurance care plan selected by the employee.

(b) The supplemental benefit plan is applicable to all eligible retirees ages 55-65 in accordance with Section 8. The CalPERS system will automatically deduct the monthly insurance premium from the retiree's PERS or STRS retirement check and the District will reimburse the retiree for the cost of the employee's health insurance premium.

Section 6. Life Insurance - AD&D.

The District will maintain its life insurance and accidental death and dismemberment insurance plan. The District will pay for the cost of such coverage.

Section 7. Short-Term Disability Income Insurance.

The District will make available to employees a short-term disability income insurance plan subject to the availability of such plan. The employee who elects coverage by this plan shall pay the entire cost of such coverage.

Section 8. Refund of Premiums.

In the event there is a refund of insurance premiums paid, the refund shall be applied to the District's cost for the subsequent year.

Section 9. Voluntary Tax Sheltered Annuities.

An employee may, subject to the provisions of the Internal Revenue Code, the California Revenue and Taxation Code, and the Education Code, voluntarily elect to purchase a tax-

sheltered annuity or annuities and enter into a written agreement for this purpose and effect a corresponding reduction in salary.

Section 10. Eligibility.

Employees regularly scheduled to work twenty (20) hours or more per week for ten (10) months or more per fiscal year shall have the District contributions provided by Sections 1, 2, 3, 4, 5 and 6 of this Article paid in full.

Section 11. Consultation on Change of Program.

The District may for good and sufficient cause change any insurance carrier providing insurance benefits as set forth in this Article during the term of this Agreement or may partially or wholly “self-insure” such benefits, subject to prior consultation with ECCE, which in the course of such consultation shall have full access to any material information concerning the cause for such change and the alternatives available. At the request of either party, such consultation may include meetings with a representative of the District’s insurance carrier. The total benefit package provided as a result of any such change shall be approximately as beneficial to employees as the existing programs.

Section 12. Insurance Benefits Committee.

It is understood that the insurance benefits provided by this Article may be changed in accordance with the determinations of the District-wide Insurance Benefits Committee and approved by the Board of Trustees.

## ARTICLE 16

### Resignation and Reemployment

#### Section 1. Written Notice of Resignation.

An employee wishing to leave the service of the District in good standing shall submit to his/her Dean, Director or Manager a written letter of resignation giving at least ten (10) work days (i.e., two weeks) advance notice. In the event of a personal emergency or in the best interests of the District, the advance notice requirement may be waived by the District. The written notice of resignation shall specify, at the minimum, the last date to be worked and the reason(s) for the resignation.

#### Section 2. Acceptance of Written Notice of Resignation.

The Superintendent/President or designee shall be empowered to accept in writing the resignation and shall fix the time when the resignation shall take effect, subject to approval by the Board of Trustees. Prior to Board approval, the employee may withdraw the resignation, subject to the agreement of the Superintendent/President or designee.

#### Section 3. Reemployment Subsequent to a Voluntary Resignation.

When the District rehires an employee who was permanent at the time of his/her voluntary resignation, the employee shall be placed on the experience step of the salary schedule occupied at the time of resignation if reemployment is in the same classification the employee occupied at the time of resignation.

## ARTICLE 17

### Retirement

An employee may elect to retire in accordance with the provisions of the Public Employees Retirement System (PERS) upon giving written advance notice. The employee's service with the District shall be considered terminated upon retirement.

#### Section 1. Retiree Medical Insurance.

(a) The District will provide medical insurance for any employee who has ten (10) years of service with the District and who retires after reaching age fifty-five (55) under the provisions of the CalPERS from the time the employee retires and provided the employee remains fully retired under PERS. The District will also make available to such a retiree medical insurance for eligible dependents with the cost of such coverage to be borne by the retiree, subject to the terms of the insurance policy.

(b) If an employee chooses to retire between the ages of fifty (50) and prior to the employee's fifty-fifth (55) birthday, the District shall offer to the retiree a one-time opportunity at the time of retirement to participate in the CalPERS medical plan as noted in Article 17, Section 1 when the retiree turns age fifty-five (55). The District shall contribute the same minimum payment as noted in Section 1 for an eligible retiree who elects to participate. At age sixty-five (65), the retiree shall be responsible for the cost of the medical coverage equal to the difference between the District's payment and the total cost of the selected medical plan.

## ARTICLE 18

### Layoff

#### Section 1. Notice of Layoff.

Upon the decision of the District to reduce a classified position or positions in the classified service of the District, written notice of layoff shall be sent by registered mail or delivered in person to the affected employee or employees by the Human Resources Office.

(a) When, as a result of the expiration of a specially funded program, classified positions are eliminated at the end of a school year, and an employee or employees will be subject to layoff for lack of funds, the employee or employees to be laid off at the end of such school year shall be given written notice on or before April 30. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than forty-five (45) calendar days prior to the effective date of the layoff.

(b) Regular Classified Employees shall be subject to layoff only for lack of work or lack of funds. The District shall send written notice of layoff to the affected classified employee not less than forty-five (45) days prior to the effective date of layoff, informing the employee of displacement rights, if any, and reemployment rights. Any notice of layoff shall specify the reason for layoff and identify by name and classification the employee designated for layoff. The District will provide notification of layoff as far in advance as possible but no less than forty-five (45) calendar days.

(c) Should a situation arise in which lack of work or lack of funds results from causes not foreseeable or preventable by the Board of Trustees, the District shall not be bound by the

thirty (30) calendar day notice provision of this Section, but employees will be given as much notice as is reasonably possible.

Section 2. Order of Layoff.

(a) The order of layoff of regular classified employees shall be determined by length of service so that the employee who has been employed the shortest time in the affected classification, plus higher classifications, shall be laid off first.

(b) In the case of two or more regular classified employees with the same length of service, a lottery by drawing employee names within the job classification shall be held to determine the seniority of such employees.

(c) Length of service means all hours in paid status in a probationary or permanent classified position, excluding any hours compensated on an overtime basis for employees hired on or after July 1, 1971. For employees in the classified service hired prior to July 1, 1971, date of employment in the regular classified service shall be used to determine length of service prior to July 1, 1971.

(d) Any employee whose position is reclassified shall maintain seniority in the former classification. However, if such former classification is abolished as a result of such reclassification, for the purpose of layoff, that employee(s) shall exercise his or her right to bump employees with less seniority in the former range providing that the employee(s) meet the minimum qualifications of the position.

Section 3. Demotion or Retirement in Lieu of Layoff.

(a) A regular classified employee subject to layoff may, in lieu of such layoff, if qualified, subject to the provisions of this Section, elect to be demoted to a lower job classification or to retire under the provisions of the Public Employees' Retirement System

(PERS). The right to elect demotion shall not apply to any classified employee subject to layoff as a result of the expiration of a specially funded program or to any restricted classified employee.

(b) To be considered for demotion in lieu of layoff, in which the demotion would result in the displacement of a regular classified employee with less service in the job classification in which the employee subject to layoff has greater combined service in the lower and/or higher job classifications, the employee shall be required to notify the Human Resources Office in writing of such election not later than three (3) work days after receiving the notice of layoff.

(c) A regular classified employee who has held only one Classification within a promotional series as set forth in Appendix "A" may nonetheless elect to exercise displacement rights within such series, provided that the employee has greater service in the present classification in that series than an employee in a lower classification within that series; the employee is qualified to serve in the lower classification; and the employee notifies the Human Resources Office in writing of such election not later than five (5) work days after receiving the notice of layoff.

(d) A regular classified employee displaced under subsection (b) or (c) of this Section shall be subject to layoff according to the provisions of this Article.

(e) A regular classified employee who elects demotion or retirement in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list and shall be eligible when a position vacancy occurs to return to his/her former job classification in order of length of service as any other employee on such list, provided that eligibility for reemployment

for an employee who elects demotion shall be extended for an additional twenty-four (24) months.

Section 4. Voluntary Reductions in Assigned Time.

The District may elect, in lieu of full layoff, to offer voluntary reductions in assigned time to regular classified employees within an affected job classification. An employee who elects and receives a reduction in assigned time in lieu of full layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list and shall be eligible to return to this former assigned time in order of length of service. Eligibility for return shall be extended by an additional twenty-four (24) months.

Section 5. Reemployment Procedures.

(a) A regular classified employee who is laid off shall be placed on a thirty-nine (39) month reemployment list. The employee shall be required to maintain a current mailing address on file with the Human Resources Office.

(b) If, during an employee's eligibility period for reemployment, a regular classified position or positions become vacant within the job classification of a laid off employee or employees, the Human Resources Office shall send written notice by registered mail or telegram to the last known address of such employee or employees offering reemployment in order of service.

(c) An employee who receives such notice of reemployment and refuses to accept in writing the offer of reemployment within ten (10) calendar days, shall be deemed to have rejected the offer of reemployment. Failure to reply within ten (10) calendar days will be considered a refusal. After an employee has declined two (2) such offers, the employee, by such action, relinquishes all reemployment rights with the District.

ARTICLE 18

(d) If the employee in a layoff status accepts the position being offered, the employee shall have up to thirty (30) calendar days from the postmark date of the notice to report for work. This does not preclude an employee from returning to work in fewer than thirty (30) calendar days. Should the employee fail to report back to work within thirty (30) calendar days, all reemployment rights are relinquished.

(e) A regular classified employee reemployed after being laid off shall be fully restored to his/her position with all rights to permanent status. Service credit and benefits shall not, however, accrue during the period of layoff.

Section 6. Insurance Provision.

An employee who has attained permanent status shall be entitled to continue the insurance plans as provided in Sections 1, 2, 3, 4 and 5 of Article 15, Insurance Benefits, for a one (1) year period, subject to the terms of the appropriate insurance policies. The employee on layoff status shall pay the entire premium cost on the dates designated by the District in order to continue such coverage.

Section 7. Seniority List.

The District will make every effort to provide ECCE with a seniority roster for classifications affected by layoff as soon as possible, but not less than fifty-five (55) calendar days prior to the effective date of a layoff.

Section 8. Alternative Actions.

As an alternative to layoff, the parties shall meet and confer on alternatives such as furlough and work reductions.

## ARTICLE 19

### Employee Rights

#### Section 1. Non-Discrimination.

(a) The District and ECCE agree not to discriminate against any employee on the basis of race, color, ancestry, religious creed, sex, national origin, marital status, sexual orientation, physical disability (including HIV and AIDS), mental disability, mental condition, age (over 40), status as a Vietnam-era Veteran, or family care leave.

(b) The District shall not discriminate nor retaliate against any employee for reporting improper activities of any District employee nor for reporting any safety hazard. Any complaint of such discrimination or retaliation will be investigated promptly and appropriate action will be taken. Investigation process shall be the same as referred to in Section 2(d) of this Article.

#### Section 2. Harassment.

(a) For purposes of this Section, "harassment" is defined as repeated malicious annoyance, tormenting, teasing, pestering, belittling, beleaguering or verbal threats of violence in order to intentionally disrupt an employee's work environment.

(b) To respect the rights of the parties involved, the complaint will be handled promptly and confidentially.

(c) Should a harassment complaint include the intentional misrepresentation of any information, the District may take formal disciplinary action.

(d) If any employee has a complaint that the employee is being harassed by any District employee, staff, faculty or management, the following procedure will be followed:

(1) The employee will file his or her written complaint within 30 calendar

days of the alleged harassment in the office of Human Resources who shall direct the matter to the Vice President responsible for human resources functions.

(2) Within 10 work days of receipt of the complaint in the Human Resources Office, a two member committee will be formed to investigate and/or conciliate the matter and take appropriate action. The committee will be comprised of the Vice President responsible for human resources or designee and an officer of the Local. The committee will be authorized to request the services of the State Mediation and Conciliation Services if necessary.

(e) This procedure of resolution of harassment complaints is not to be utilized as a substitute for the procedure which the District has established to handle claims of sexual or discriminatory harassment. Access to this procedure does not preclude the employee from filing a grievance pursuant to Article 25, Grievance Procedure, of this Agreement. The procedure set forth in this section is intended to redress situations that do not constitute alleged violations of this Agreement and are not of such a nature as to invoke the District's procedures related to sexual and/or discrimination harassment. An allegation of harassment may not be used as the sole basis for a grievance, but may be cited as an aggravating cause in grieving another provision of this Agreement.

Section 3. Representation Rights.

An employee who meets with a District official in connection with the employee's evaluation or a disciplinary matter, has the right to ECCE representation at such meeting if he/she makes a request for such representation.

Section 4. Personnel Files.

(a) There shall be one (1) official District personnel file for each employee. The material in the official District personnel file shall be considered and used as the only official

personnel record of the District in any proceeding affecting the status of the employee's employment with the District.

(b) The material in the file shall be made available for the inspection of the employee to whom the file pertains except ratings, reports or records which were (1) obtained prior to the employment of the employee, (2) prepared by identifiable members of the screening committee involved in selection, or (3) obtained in connection with a promotional evaluation.

(c) Official District personnel files shall be available only to specifically designated persons. No other party shall have access to an employee's file, except as the result of a legal proceeding, without the written authorization of the employee. The Human Resources Office shall maintain a log of access to the employee's file by any person not assigned to the Human Resources Office or the Vice President responsible for human resources functions.

(d) An employee or designated representative of ECCE shall have the right to inspect the file except as provided in subsection (b) of this Section upon written request by the employee. The review shall be made during normal business hours and at a time when such employee is not otherwise required to render service to the District unless mutually agreeable to the employee and the employee's Dean, Director or Manager.

(e) Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District.

(f) Information of a derogatory nature, except that listed under subsection (b) of this Section, shall not be entered or filed unless and until the employee is given a copy of the document and the employee has the opportunity to have a meeting concerning the matter and an opportunity to make his/her own written comments, which will be placed in the file attached to the derogatory document. Such written comments shall be submitted within five (5) working

days. Such meeting and opportunity to write comments shall take place during normal business hours, and the affected employee shall be released from duty for this purpose, if necessary, without salary reduction.

(g) When an employee requests, the District will seal, in the employee's personnel file, information related to disciplinary matters which has existed in the personnel file for two (2) years or more. The District may unseal and review such material in the event it otherwise determines that discipline of the employee is appropriate.

(h) The Human Resources Office maintains the only official personnel file for each employee. Departments/Divisions may keep in general files notes, annotate calendars, maintain copies of correspondence, and/or maintain copies of unacceptable work products. However, none of these may be used in a disciplinary process without prior knowledge of and receipt of copies by the employee.

If a Dean, Director, Manager or Supervisor obtains written materials or information which may lead to, or is intended for use in the disciplinary process, the employee must be given a copy of such material in a timely manner relative to the specific incident or concern. The Dean, Director, Manager or Supervisor shall not use materials or information which have not been previously provided to the employee prior to the commencement of disciplinary action.

#### Section 5. Medical Considerations.

If an employee has a physical disability that prevents the performance of the essential duties of that employee's classification, the District will provide reasonable accommodation to the employee consistent with the Americans with Disabilities Act or give consideration to transferring the employee to another position. The Americans with Disabilities Act prohibits discrimination against qualified employees with disabilities, and requires employers to make

“reasonable accommodations” where a disabled employee could perform the “essential functions” of his or her job unless the assistance would pose an “undue hardship” on the employer.

## ARTICLE 20

### General Provisions

#### Section 1. Medical Examination.

(a) If the District has reasonable cause to believe that an employee's ability to perform duties is impaired by a physical, mental or emotional condition, the Vice President responsible for human resources functions or designee shall informally discuss this concern with the employee involved and may, when appropriate, suggest that the employee seek appropriate professional assistance. Human Resources shall inform the employee of his/her right to representation in this discussion.

(b) If the employee does not or cannot show adequate improvement, over a reasonable period of time, in the performance of duties, or in matter of immediate and serious concern, the Human Resources Office may require the employee to undergo appropriate examinations by a Board Certified or Board Eligible psychiatrist, physician or clinical psychologist specializing in the area of concern selected by the District and at the expense of the District. The employee may request that the psychiatrist, physician or clinical psychologist selected by the District and the psychiatrist, physician or clinical psychologist chosen by the employee select a third such professional to conduct the examination which shall be at District expense. The employee shall be required to execute a release so that the clinical psychologist, physician or psychiatrist may make a confidential report of the findings to the Human Resources Office. In the event the report concludes that the employee is able to perform the required duties, the documentation shall be destroyed by the Vice President responsible for human resources functions or designee in the presence of the employee if the employee requests such destruction. The purpose of the evaluation by the health care professional is to determine the

employee's fitness for duty. The written results of the evaluation will be provided to the District as a confidential personnel record. The report received shall be limited to (1) conclusions regarding the determination of fitness for duty, and if appropriate, (2) a description of the functional limitations of the employee with respect to fitness for duty.

Section 2. Home Address/Telephone Number.

An employee shall be required to keep on file his/her current home address and telephone number in the office of the employee's division and in the Human Resources Office.

Section 3. Tuberculosis Examination.

(a) An x-ray of the chest or a tuberculin skin test shall be required of each employee every four (4) years (unless otherwise specified by law) and the results of such examination shall be filed with the Human Resources Office. If the tuberculin skin test shows a "positive" reaction the employee shall be required to have a chest x-ray examination. The cost of such examination(s) shall be paid by the District providing that it is administered by a medical facility retained by the District for this purpose.

(b) If the examination results in a finding that the employee is suspected of having active tuberculosis, the employee shall be immediately released of all duties, granted any paid leave benefits to which the employee may be entitled under Article 11 and shall be reinstated only after conclusive evidence is presented that the employee is free of active tuberculosis.

Section 4. Political Activities.

(a) Employees shall not use District funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including but not limited to, any candidate for election to the District's Board of Trustees. This policy prohibits political activity during an employee's working hours, but shall not be construed to prohibit an employee from urging the

support or defeat of a ballot measure or candidate during non-working time. This prohibition does not pertain to the Local's office that is maintained at the College.

(b) The following activities by an employee upon property under the jurisdiction of the District are specifically prohibited:

(1) Posting of political circulars or petitions except on that portion of designated College and Union bulletin boards set aside for that purpose.

(2) Use of the College mail and e-mail systems for the distribution of political material.

(c) Violation of any of the foregoing rules may result in disciplinary action.

Section 5. Notification of Accrued Vacation and Sick Leave.

Each Dean, Director, Manager or Supervisor will make available the earned vacation and sick leave each month for the employees in his/her division. This information will be provided to the individual employee in a manner that protects the privacy rights of other employees.

Section 6. Contracting Out Work.

(a) The District, in compliance with Education Code 88003 shall employ persons for positions that are not academic positions and classify all such employees and positions. All positions as required by Education Code 88004 that are not defined by the regulations of the Board of Governors as an academic position and not specifically exempted from the classified service according to the provisions of Section 88003 or 88076 shall be classified as required by those sections and shall be part of the classified service. Such positions shall include all work required to be performed by the District on a regular and continuing basis except where certification is required.

(b) The District agrees not to contract out any work contained within a job description of an existing classification in the bargaining unit except as provided by the Education and Government Codes or when employees are not available to return on call-back assignment. The essential functions contained in a classified job description within the bargaining unit shall not be transferred to management, supervisors or confidential employees or to students or volunteers except as provided under the Education and Government Codes. While it is understood that Supervisors may perform tasks within a classification, the District agrees at no time will Supervisor or Management employees replace a classified employee or assume the major responsibilities of any classified position.

In the event the District creates a new food service operation as a part of the District's operations, ECCE retains the right to negotiate new classifications and represent those employees for the food services operations.

Section 7. Tools, Equipment and Supplies.

The District agrees to provide employees with all tools, equipment and supplies required for performance of their duties. An employee is prohibited from providing their own tools and equipment.

Section 8. Classified Employee Appreciation Week.

The District shall annually observe that the third full week in May is designated as Classified Employee Appreciation Week and shall observe that week in recognition of Classified Employees. The observances required by Education Code Section 88270 shall be a part of the regular Community College program.

## ARTICLE 21

### Staff Development

#### Section 1. Development Programs.

The District shall conduct an active staff development program (courses, seminars, workshops, etc.) which may include, but is not limited to, safety procedures, stress management, time management, enhancement of current technical knowledge and skills, retraining to meet changing institutional needs, development of innovation in administrative techniques and program effectiveness, computer and technological proficiency programs, implementation of affirmative action and upward mobility, and updating of changes in applicable codes and laws. A needs assessment shall be conducted annually by Staff Development. This assessment shall include an opportunity for employees to submit their views and suggestions. An employee will be given released time for attendance at approved programs.

#### Section 2. Professional Growth.

(a) A Professional Growth Committee is hereby established to be composed of the Director of Human Resources or designee, who shall serve as chair, one additional member appointed by the District and three (3) members appointed by ECCE. The chair shall not vote; however, the chair will authorize or disapprove the final expenditures of funds. The District shall budget a minimum of Twenty Thousand Dollars (\$20,000.00) for each fiscal year to be awarded by the Committee to employees for participation in educational programs, including college courses, conferences, seminars, etc, that relate to the employee's service or possible future service with the District. Authorized expenses shall include cost of tuition, conference or seminar fees, cost of textbooks, or other written materials and expenses and transportation or portions thereof. The decisions of the Committee on any application are final and not subject to review or

grievance. An employee will be given released time for attendance at approved workshops, seminars, and similar activities when such activity conflicts with the employee's work schedule. If the employee is authorized to attend a course that meets over an extended period of time, the employee will receive no release time for such course; however, the employee's supervisor will attempt, where feasible, to work out an alternative work schedule during the work week to enable the employee to work a full week schedule. Any schedule adjustment resulting in the employee working more than eight (8) hours in any day or days, will not result in payment of overtime compensation.

(b) ECCE may annually sponsor employee enrichment training programs or workshops. The District shall grant eight (8) hours of employee release time annually if the training activity is offered during the regular work day. No overtime shall be paid for attendance at such training programs. Attendance at such training is encouraged, but not mandatory. ECCE and the District may mutually agree to extend the number of hours as contained in this subsection.

Section 3. Training Programs for Designated Classifications.

When the District is able to project requirement(s) for designated classifications, which requirement(s) would likely not be met through the District's recruitment procedures, the District may establish a training program for the classification of skilled trades assistant(s) or technical assistant(s), as the case may be. The training program, which would not exceed one (1) year in duration, will be designated so that the selected employee could obtain sufficient skills to qualify for the position to which the training program is directed. Any such training program will include on-the-job training and may include classroom training, in which event the employee will be released from his/her other duties to attend the required classes.

(a) Upon satisfactory completion of the training program, the employee will receive a stipend of Fifty Dollars (\$50.00) per month in addition to the employee's monthly salary, which stipend will remain in effect so long as the employee remains in the Skilled Trades Assistant or Technical Assistant classification and so long as the employee submits an application for any job opening in the designated classification for which training is completed. The stipend will cease upon the employee's selection for such opening, or if the employee is accepted for any other vacancy or does not make application for the position.

(b) Any employee who has satisfactorily completed the training program and is awarded a vacancy in the position for which he/she was trained, will be placed in probationary status in such position for a period of one (1) year. If the employee fails to progress satisfactorily in such position, he/she may be returned to the prior classification at any time during such period.

(c) The designated classifications selected for consideration for the training program are as follows:

Maintenance Series: (Skilled Trades Assistant)

1. Electrician Heating and Air Conditioning Mechanic
2. Mechanic
3. Plumber
4. Carpenter
5. Painter
6. Welder

Technical and Related Series: (Technical Assistant)

1. Sound Technician

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2. Set Designer
3. Machine Tool Technician
4. Electronic Technician I and II
5. Library Media Technician IV

(d) It is understood that the District will have the discretion to determine if any training program is to be established, the skilled area involved, and the employee or employees in the classifications of Skilled Trade Assistant or Technical Assistant that are selected for the training program.

Section 4. Educational Reimbursement Program.

(1) The Educational Reimbursement Program is a three (3) year pilot program through the duration of this contract. The offering of the Educational Reimbursement Program is based on the determination of “cap” and that this program is intended as a neutral cost to the District when the Educational Reimbursement Program is offered to assist the District in achieving cap. It will be evaluated annually during the duration of the contract, and adjusted, if necessary, taking into consideration the achievement of cap, or constraints on the District budget. Any changes to this program shall be negotiated by the District and ECCE.

(2) The District will reimburse 100% of the enrollment fees, student body I.D. fee, and applicable health fees of employees, their spouses, and/or legal dependents to attend El Camino College under the following circumstances:

(3) Eligibility:

In order for a regular permanent (non-probationary) classified employee, spouse, or legal dependents to participate in this program, the employee must:

(a) Be in active paid status as of the first day of each semester; and

(b) If on approved extended medical or disability leave:

(1) Employee: must submit a formal written request for reimbursement through the Exceptions Committee.

(2) Spouse and/or Legal Dependents: may participate in the program as established in Section 1 (a).

(4) Reimbursement:

The District will reimburse a regular classified employee up to a maximum of 36 units per academic year, per participant, for each successfully completed (grades of A - D, or "credit") course for applicable enrollment fees, health fees, and student body fees expended for courses taken by the employee, and/or his/her spouse and/or legal dependents at El Camino College. It is the responsibility of the employee to submit the appropriate "Educational Reimbursement Form" within 60 work days after the availability of semester grades for which reimbursement is requested

(5) Deferment of Fees: Fee deferment is available upon request through the Director of Fiscal Services for those employees who meet the deferment criteria.

(6) Employee Reimbursement for Books: Employees may request reimbursement for required books through the Classified Staff Development Program pending availability of funds, for employees only, for courses taken at El Camino College.

(7) Exceptions: An Exceptions Committee comprised of two (2) ECCE representatives and two (2) District representatives will review and make determinations regarding exceptions to this program. The Vice President responsible for human resources functions, or designee, will serve as the chair of this committee, and may vote only in the event of a tie vote. Any decision of this committee is final and not grievable.

(8) Grievances: This program is not grievable by a spouse or legal dependents of an employee.

(9) Fraud: Any fraudulent misuse of this program by an employee, spouse, and/or legal dependents will result in the immediate and total loss of all rights and privileges regarding this program for the entire family and disciplinary and/or legal action may be filed in accordance with the provisions of this contract and according to State and Federal laws.

## ARTICLE 22

### Safety

#### Section 1. Compliance.

The District shall provide work and workplaces that are safe and healthful. The District and employees will follow applicable job safety and health laws while conducting District business. ECCE will cooperate with the District in encouraging employees to maintain a safe and healthy work environment.

#### Section 2. Safety and Health Committee.

The District's Safety and Health Committee shall include three (3) classified staff members appointed by ECCE who shall fully participate in the duties and functions of the Committee. The Safety and Health Committee shall normally meet on a monthly basis.

#### Section 3. Reporting Safety Hazards and/or Unsafe Work Conditions.

(a) Upon identification of any hazard that could result in an injury or illness to individuals, each employee is required to report the hazard to his/her immediate supervisor so that appropriate action may be taken. The supervisor, in turn, will generate an El Camino College Facilities Work Order to correct the identified hazard and the employee will be informed of such action taken.

(b) Employees who become concerned as to the safety of any work condition will promptly notify their immediate supervisor or division administrator. The immediate supervisor or division administrator will evaluate the concern and inform the employee of the result. If the immediate supervisor or division administrator is unable or unwilling to resolve the concern, the employee may ask for a clarification from the Director of Risk Management.

(c) The ECCE President or his/her designee shall have the right to report safety hazards or unsafe work conditions to the Director of Risk Management, or designee, and request a joint investigation of such problem.

(d) No employee will be disciplined or discharged for reporting any safety hazards or unsafe work conditions.

(e) Employees who wish to remain anonymous may report unsafe conditions or safety hazards by submitting the Safety Hazard Identification Form (ECC Form # 20185) directly to the Office of Safety and Health. Upon receipt of the form, the Director of Risk Management, or designee, will attempt to investigate and request immediate action to abate the safety hazard or alleviate the unsafe condition.

Section 4. Safety/Security Apparel and Equipment.

(a) The District will provide employees with Personal Protective Equipment) when and where required to perform the job in a safe manner.

(b) When required, the District will provide identification badges with photograph to employees for the purpose of maintaining safety and security.

(c) In addition, the District will provide appropriate work apparel to designated division employees for the purpose of maintaining safety and security. District designated divisions and departments subject to this section are Facilities Planning and Services, Information Technology Services, Learning Resources Unit (Media Services), Child Development Center and Bookstore.

(1) All designated division employees shall be required to wear appropriate apparel at all times during working hours and while conducting District

business. Apparel may be worn to and from work. Failure to wear designated apparel may result in disciplinary action except for extenuating circumstances.

(2) In July of each year each designated employee will be provided with an annual allowance of \$100.00 for cleaning and reasonable maintenance of all apparel. Employees hired after July will be provided a prorated sum for the months remaining in the year.

(3) Each designated division employee shall receive an initial allotment of five (5) shirts. Replacement shirts will be available at the time a used or damaged shirt is provided to the supervisor.

(4) The District shall provide employees with apparel options depending upon assignment:

- (a) Short or long sleeve wash and wear work shirt; or
- (b) Short or long sleeve polo or knit golf shirt.

(5) All shirts will be in a color approved by the Division.

(6) The District is responsible for the purchase of all apparel and such apparel shall remain District property. Misplaced shirts shall be replaced by the employee.

(7) Shorts may be worn only when it is safe to do so. The District's Director of Risk Management shall be the final authority in the determination of appropriate apparel for certain operations assignments.

Section 5. Safety Training.

The District will provide employee training with regard to general safety procedures and with regard to any hazards or safety procedures specific to that employee's work assignment in

order to maintain a safe and healthy work environment and in the prevention of injuries, illnesses, and accidents in the workplace.

Section 6. Personal Security.

(a) Employees required to work other than during their normal working hours shall telephone campus police upon their arrival and departure, unless otherwise directed by the appropriate dean, director, manager or supervisor.

(b) The telephone number of the Campus Police Department will be visibly posted at all work locations.

Section 7. Video Display Terminals (VDT) and Laptop Computer Users.

Every employee actively working at a VDT or on a laptop computer shall utilize task rotation every hour in order to prevent eye strain and repetitive motion injuries. It must be understood that this is not to be interpreted as a break from job duties, but rather a change in performing job assignments.

Section 8. Emergency Closure.

(a) In the case of a District-determined emergency requiring employees to serve as Disaster Service Workers, the District may close down operations as necessary campus-wide, or in identified areas, and send employees home. Employees needed by the District to respond to emergencies will be required to report to the El Camino College Incident Commander, or other appropriate emergency response official as directed. Employees scheduled to work later in the day, excluding those on personal leave, vacation, sick leave, or any other paid leave, shall be compensated at their regular rate of pay during the emergency shut-down. California Government Code 3100 declares that public employees are Disaster Service Workers subject to such disaster service activities as may be assigned to them by their supervisors or by law.

Section 3100 applies to El Camino College employees in the following cases: 1) when a local emergency has been proclaimed, 2) when a state emergency has been proclaimed, or 3) when a federal disaster declaration has been made. Employees required to work in these emergency circumstances shall be compensated at one and one-half times their hourly rate in effect at the time they are required to work.

(b) In the case of other local District emergencies, such as plumbing and electrical, employees who are required by the District to remain at work will be compensated at one and one-half times their hourly rate in effect at the time they are required to work. Designation of employees work during the closure will be based on immediate need and availability and not on any seniority or rotation basis.

Section 9. Drug and Alcohol Testing.

(a) Testing: If there is a reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs while appearing for work, the employee shall be required to submit to urine, breath and/or other related tests for evidence of drug and/or alcohol use. The cost of the tests shall be paid by the District.

(b) Reasonable Suspicion: “Reasonable suspicion” is a belief based on objective facts sufficient to lead a reasonably prudent supervisor or manager to suspect that an employee is under the influence of illegal drugs or alcohol so that the employee’s ability to perform the functions of the job is impaired or so that the employee’s ability to perform his/her job safely is reduced.

(c) Diversion Program: Any employee who tests positive for alcohol or illegal drugs shall be required to participate in a diversion program for six months, which may include

additional random drug testing. Employees who test positive a second time or fail to participate in or complete a diversion program shall be subject to discipline, up to and including dismissal.

Section 10. Counseling and Treatment.

The District and the Union jointly encourage employees to seek counseling and treatment when appropriate for substance and alcohol abuse issues. The intent of this provision is to assist an employee’s voluntary efforts to treat alcoholism or a drug-related problem.

The following testing procedures and standards for drug and alcohol testing shall be followed:

Substances to be tested for shall include the following, using established procedures specified by the Substance Abuse and Mental Health Services Administration (SAMHSA)

(Levels in effect April 13, 2004):

<u>Substance</u>	<u>Screening Test Concentration Level</u>	<u>Confirmatory Test Concentration Level</u>
Amphetamines	1000 nanograms per milliliter	500 nanograms per milliliter
Methamphetamines	1000 nanograms per milliliter	500 nanograms per milliliter
Cannabinoids	50 nanograms per milliliter	15 nanograms per milliliter
Cocaine (Benzoylcegonine)	300 nanograms per milliliter	150 nanograms per milliliter
Opiates	2000 nanograms per milliliter	2000 nanograms per milliliter
Phencyclidine (PCP)	25 nanograms per milliliter	25 nanograms per milliliter
Alcohol	.06% weight/volume	.06% weight/volume

## ARTICLE 23

### Disciplinary Action

#### Section 1.    General.

Permanent employees shall be subject to progressive discipline or disciplinary action for just cause. Just cause for disciplinary action includes the following:

(a) Willfully deceiving or defrauding the District or knowingly falsifying or withholding any material or information supplied to the District, including, but not limited to, information required on application forms and employment records.

(b) Appearing for work under the effects of alcohol or the use or possession of alcoholic beverages on District property, except at events where alcoholic beverages are provided by the District/ECC Foundation. "On District property" shall also include District vehicles or facilities used to conduct District business.

(c) Appearing for work under the effects of controlled substances or restricted dangerous drugs or the use or possession of controlled substances or restricted dangerous drugs on District property. This prohibition shall not apply to a prescription issued by a state licensed physician and which the employee is using according to the prescription directions.

(d) Conviction of a sex offense as defined in Education Code Section 87010.

(e) Conviction of a controlled substance offense as defined in Education Code Section 80711.

(f) Willful misuse, destruction or theft of District property, student body property or the property of an employee or student.

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(g) Any action that causes intentional harm to District employees, students or the general public.

(h) Collecting sick leave or industrial accident/illness leave pay while working elsewhere for pay during his/her normal scheduled work assignment with the District.

(i) Conviction by a court of competent jurisdiction of a felony or a crime of violence or involving moral turpitude while employed by the District. A plea, verdict or finding of guilty or a conviction following a plea of nolo contendere, is deemed to be a conviction.

(j) Absence from work of 5 consecutive working days without authorization, permission or good cause.

(k) Ethnic, racial, religious or sexual harassment of another person.

(l) Charging the employee by way of criminal complaint or indictment with a sex or narcotics offense as defined in the Education Code, in which event the District will suspend the employee without pay pending the outcome of the criminal court proceedings.

(m) Engaging in a work stoppage as provided in Article 27.

(n) Incompetence or inefficiency in the performance of the employee's job duties.

(o) Insubordination, including, but not limited to, refusal to do assigned work.

(p) Negligence in the performance of duty, or in the care or use of District property.

(q) Repeated discourteous, offensive, or abusive conduct or language toward other employees, students or the public.

(r) Unauthorized absence; excessive absences; or repeated tardiness.

(s) Abuse of leave privileges, including, but not limited to, sick leave.

(t) Failing to comply with reasonable District rules and regulations or provisions of the Agreement.

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(u) Repeated violation or refusal to obey safety rules or regulations of the District or of any appropriate state or governmental agency.

Section 2. Progressive Discipline.

Progressive discipline is intended to correct deficient performance of the employee short of dismissal, suspension with or without pay, demotion or written reprimand. It is also intended to help employees recognize and fully accept their work responsibilities and for their supervisor to have a realistic expectation of the employees' future work performance.

Section 3. Progressive Discipline Procedures.

The following procedures will be utilized to provide progressive discipline for permanent employees prior to taking disciplinary action for the causes specified in Section 1(n) through (u) of this Article.

Step One

Within two months of the immediate supervisor's knowledge of an act or omission that may give rise to discipline (excluding the acts or omissions specified in Section 4 of this Article) the supervisor, and/or a representative from Human Resources and a Union Representative if requested by the employee shall conduct a meeting with the employee. During the meeting if the District determines that discipline is necessary the meeting shall constitute a verbal warning and no further disciplinary action shall be taken at this time. At this meeting, the supervisor will provide the employee with a written memo confirming that a Step One progressive discipline meeting took place. The memo will state the date of the meeting, who was present, and suggestions for improvement. The employee will acknowledge receipt by initialing or signing a copy of the memo. Nothing in Step One prohibits supervisors from giving

directions to employees with respect to their work performance and nothing in Step One prohibits the supervisor from referring to these previous directions at Step One.

#### Step Two

If within four months of the verbal conference the same or similar act(s) or omission(s) is/are committed, the employee shall receive a written letter of reprimand. The written letter of reprimand will advise the employee the reasons for the reprimand and will include suggestions for improvement.

#### Step Three

If within twelve (12) months of the written letter of reprimand the same or similar act(s) or omission(s) is/are committed, the first letter of reprimand issued will be placed in the employee's personnel file. Correction for the purpose of this section shall be defined as satisfactory completion of the suggestions for improvement. Satisfactory completion of these suggestions for improvement within two years will result in the written letter being discarded.

#### Step Four

If the same or similar act(s) or omission(s) giving rise to the letter of reprimand occur within two years of the written letter of reprimand, the letter may be placed in the employee's personnel file and the District may take further disciplinary action under Section 5 of this Article. The District in lieu of further disciplinary action may issue a follow-up letter of reprimand to the employee that will be placed in the employee's personnel file. The employee may respond to the letter of reprimand within ten work days of receipt of the letter of reprimand.

Section 4. Non-Progressive Disciplinary Action.

It is recognized that certain acts or omissions are not compatible with the progressive discipline concept. The parties agree that the following specified acts/omissions do not require progressive discipline prior to proposing disciplinary action:

(a) Willfully deceiving or defrauding the District or knowingly falsifying or withholding any material or information supplied to the District, including, but not limited to, information required on application forms and employment records.

(b) Appearing for work under the effects of alcohol or the use or possession of alcoholic beverages on District property, except at events where alcoholic beverages are provided by the District/ECC Foundation. "On District property" shall also include District vehicles or facilities used to conduct District business.

(c) Appearing for work under the effects of controlled substances or restricted dangerous drugs or the use or possession of controlled substances or restricted dangerous drugs on District property. This prohibition shall not apply to a prescription issued by a state licensed physician and which the employee is using according to the prescription directions.

(d) Conviction of a sex offense as defined in Education Code Section 87010.

(e) Conviction of a controlled substance offense as defined in Education Code Section 87011.

(f) Willful misuse, destruction or theft of District property, student body property or the property of an employee or student.

(g) Any intentional act that causes intentional harm or serious bodily injury to District employees, students or the general public.

(h) Collecting sick leave or industrial accident/illness leave pay while working elsewhere for pay during his/her normal scheduled work assignment with the District.

(i) Conviction by a court of competent jurisdiction of a felony or a crime of violence or involving moral turpitude while employed the District. A plea, verdict or finding of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction.

(j) Absence from work of 5 consecutive working days without authorization, permission or good cause.

(k) Ethnic, racial, religious or sexual harassment of another person.

(l) When a criminal complaint or indictment charges an employee with a sex or narcotics offense as defined in the Education Code, in such event the District will suspend the employee without pay pending the outcome of the criminal court proceedings.

(m) Engaging in a work stoppage as provided in Article 27.

Section 5. Disciplinary Action.

(a) Disciplinary action may include dismissal, suspension with or without pay, involuntary transfer or demotion. No disciplinary action shall be taken against any permanent employee for any cause which arose prior to the date in which the employee became permanent, nor for any cause which arose more than 2 years preceding a written notice of disciplinary action, unless such cause was concealed or not known to the District.

(b) Notice of Intended Disciplinary Action

In instances pertaining to involuntary transfer, suspension with or without pay, demotion or dismissal, a permanent employee shall be given written notice of the intended disciplinary action in person or by certified mail to his/her last known recorded address on file in the

Human Resources Office. The notice shall specify the charges against the employee in sufficient specificity as to the cause for such intended action:

- (1) including actual or approximate date, time and location, if pertinent;
- (2) the disciplinary action to be proposed; and
- (3) a statement of the employee's right to file a grievance and the required time and place of filing.

Section 6. Disciplinary Grievance.

(a) A permanent employee who desires to appeal a proposed involuntary transfer, suspension with or without pay, demotion or dismissal must file a written request for a hearing with the Human Resources Office by the close of business on the tenth work day following the date of mailing or hand delivery of the notice. Such written request for hearing constitutes the filing of a grievance as provided in Article 25, Section 6, Step Two. If the employee does not have sufficient time to file the request by making it in writing, he/she may notify the Human Resources Offices of his/her request for hearing by telephone, provided he/she promptly follows up the telephone call with the written request for hearing. If the employee does not file a grievance within the designated time period, the intended disciplinary action will be final and binding upon the employee. No disciplinary action shall be implemented prior to the ruling of the Vice President responsible for Human Resources functions, or designee, at Step Two of the Grievance Procedure as provided by Article 26, Section 5, except as provided in Section 4(1) and Section 7 of this Article.

(b) Only the procedures set forth in this Article shall be subject to the grievance article of this Agreement. The subjective judgment to impose discipline and the Board of

Trustee's decision responsive to an employee's appeal shall not be subject to the grievance procedure of this Agreement.

Section 7. Emergency Disciplinary Action.

Nothing herein shall preclude the District from effectuating an immediate suspension without pay pending final disciplinary action when reasonable cause exists to believe the suspension is to protect the best interests of the District, in which event the notice of intended disciplinary action required by Section 5(a) of this Article will be mailed or hand delivered no later than three work days after the suspension. Such suspension shall be with pay if the disciplinary action is subsequently overruled.

Section 8. Probationary Employees.

An employee who has not completed the probationary period may be disciplined, including termination, and such employee is not entitled to file a grievance and is not otherwise entitled to a hearing. The probationary employee shall be given a written notice of disciplinary action. The notice shall state the reason or reasons giving rise to the action and the effective date thereof. Such action shall be final subject to such approval or ratification as may be required by the Board of Trustees.

Section 9. Disciplinary Settlements.

A disciplinary grievance may be settled at any time following the service of notice of discipline. The terms of the settlement shall be expressed in writing. An employee offered such a settlement shall be granted a reasonable opportunity to have the employee's Union representative review the proposed settlement in writing.

## ARTICLE 24

### Mediation

#### Section 1. Description.

(a) Mediation is a process which attempts to resolve disputes based upon the mutual interest of the parties. The first step in resolving any disagreements or disputes is for the parties to discuss the issues.

(b) It is the purpose of this Article to provide a means whereby misunderstandings or disagreements (involving or effecting the workplace) between ECCE and the District, the District and employees, or between an employee and another employee can be resolved without the use of the formal grievance and arbitration procedures.

(c) Employees and the District representatives may be encouraged, but are not required, to use the mediation process as described in this Article. Mediation shall be available for all issues involving the work place except for formal discrimination complaints.

#### Section 2. Terms and Conditions for Mediation.

(a) Both parties of the dispute or disagreement must agree to the use of Mediation.

(b) No party shall be required to use Mediation.

(c) The parties shall make a good faith effort to resolve the issues in the grievance through the use of Mediation which will assist the parties in their efforts to achieve a mutually satisfactory resolution of the dispute. Mediators shall not issue any public statement of fact or opinion concerning the issues or positions under discussion; nor shall they reveal to any other individual or to the District or ECCE any information without the written consent of all parties involved.

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(d) In no instance shall the form or matter of these discussions, including settlement statements, positions, offers, or proposals made during Mediation be revealed publicly by the parties nor referred to or introduced in any subsequent proceedings provided under this Agreement, except with the written permission of all parties involved. Should any information be revealed that there may have been a violation of State or Federal law, the Mediation process is immediately terminated and procedures as set forth elsewhere in this Agreement would proceed accordingly.

(e) The use of Mediation shall automatically extend any timelines specified in this Agreement to the end of Mediation.

Section 3. Procedures.

(a) The party requesting Mediation shall submit a written description of the dispute on a mutually agreed upon Mediation Form provided by the District to the Human Resources Office. Within ten (10) working days, pending the agreement of both parties, the Human Resources Office shall schedule Mediation and inform the parties and ECCE of the scheduled date or rejection of Mediation.

(b) The selection of the appropriately trained mediator or mediation team shall be jointly agreed upon by the District and ECCE.

(c) The parties are allowed representation at Mediation; however, the representatives cannot participate in Mediation.

(d) If the dispute is resolved, the resolution shall be forwarded to ECCE and the District in writing on the mutually agreed upon Mediation form. Within five (5) working days of the resolution, the District and ECCE will meet and jointly review the proposed resolution. No resolution from any Mediation shall be considered precedent setting.

(e) If the dispute was not resolved by Mediation, and the dispute is non-disciplinary, the employee may file a formal grievance at Step 1 of the Grievance Process as set forth in Article 25.

(f) If the dispute was not resolved by Mediation, and the dispute is disciplinary in nature, the party(ies) shall proceed in accordance with Article 23, Disciplinary Action.

Section 4. Documentation.

The District shall keep records of all Mediations in a Mediation file in the Human Resources Office, not in an employee's official personnel file. The Mediation file shall include the intake form, confidentiality statement, and the resolution of the Mediation. No other data shall be maintained and any notes taken during Mediation shall be destroyed. The Mediation file shall be made available to ECCE or the District upon request and with the employee's permission. A generic log will be maintained by the Human Resources Office for the purpose of general review for statistical studies only. The generic log will include the date of the Mediation, names of the participants, and status of the resolution.

## ARTICLE 25

### Grievance Procedure

#### Section 1. Purpose.

The purpose of this procedure is to resolve issues affecting the welfare and working conditions of employees which arise from the alleged violation, misapplication, or misinterpretation of the language in this Agreement. Accordingly, it is the purpose of this procedure to provide an orderly means by which grievances can be resolved in an expeditious, amicable, and decisive manner. The District and ECCE agree that every effort will be made to settle grievances at the lowest level possible.

#### Section 2. Definition.

A “grievance” is defined as a claim by an employee and/or ECCE that the District has violated a provision of this Agreement and that by reason of such violation the employee or ECCE has been adversely affected. It is expressly understood that the following items are specifically excluded from the Grievance Procedure.

- (a) any dispute concerning the provisions of Article 1, Recognition by an employee;  
and,
- (b) any dispute arising out of either the existence of, or the exercise of, any of the rights of the District as set forth in Article 3, Rights of the District; and,
- (c) any dispute arising out of the provisions of Article 10, Performance Evaluation;  
and,
- (d) any dispute arising out of Article 27, Work Stoppage.

Section 3. Informal Meeting.

Before any employee or ECCE on behalf of an employee, files a written grievance pursuant to Section 5 of this Article (other than a grievance involving disciplinary action), the employee or ECCE shall first request a meeting for the purpose of discussing the complaint with the immediate Supervisor or appropriate Dean, Director or Manager. Upon receiving a request from an employee or ECCE under this Section, the immediate Supervisor or appropriate Dean, Director or Manager will arrange a mutually convenient meeting time (within three (3) work days) with the Grievant(s) to discuss the matter and attempt to resolve the complaint. If the immediate Supervisor or appropriate Dean, Director or Manager does not contact the employee or ECCE within three (3) working days or the informal meeting is not scheduled within ten (10) working days after the request is received, the grievance will automatically proceed to the next step.

Section 4. Grievance Mediation and Non-Grievance Mediation.

Mediation is available to employees or ECCE acting on behalf of the employee attempting to resolve issues without the use of the formal grievance process and arbitration procedures. Employees and the District representatives may be encouraged, but are not required, to use the mediation process as described in Article 24. If the employee and the District agree to utilize the mediation process, the timelines as stipulated in Section 5, of this Article, will automatically begin at the conclusion of the mediation process. The Mediation Process shall be available for all issues involving the work place except for discrimination allegations.

Section 5. Procedures Involving Non-Disciplinary Matters.

Any complaint that is not resolved by the informal procedure set forth in Section 3, and which complaint constitutes a grievance as defined in Section 2, other than a grievance involving

disciplinary action, must be processed by the employee or ECCE on behalf of the employee, in accordance with the following procedure.

Step One

A formal grievance shall be filed by the employee and/or ECCE on behalf of an employee(s), in writing on a form provided by the District and submitted to the Human Resources Office. The Office of Human Resources shall within five (5) work days:

- (a) promptly forward one (1) copy to ECCE;
- (b) direct the grievance to the Dean, Director or Manager of the employee's area of work or;
- (c) If the Dean, Director or Manager of the employee's area of work does not have the authority necessary to resolve the grievance, or in the absence of the appropriate Dean, Director or Manager, the Human Resources Office and ECCE shall jointly identify the appropriate Dean, Director or Manager for review of the grievance at Step One.

The grievance shall be submitted within fifteen (15) work days from the date the Employee discovered the facts, or by reasonable diligence should have discovered the facts, giving rise to the grievance. The grievance shall fully state the facts surrounding the grievance and shall specify the provision or provisions of this Agreement alleged to have been violated and the remedy sought. The grievance shall be signed and dated by the employee or ECCE on behalf of the employee, and shall incorporate a statement that the Grievant(s) had first attempted to discuss the matter as provided by Section 3, except for any grievance of a disciplinary action. The Dean, Director or Manager shall promptly schedule a meeting with the Grievant(s) to review and discuss the grievance. Such meeting will be scheduled to take place no later than the fifth (5th) work day from the date the written grievance is received by the Dean, Director or Manager.

The Dean, Director or Manager will provide the Grievant(s) with a written decision of the grievance by the end of the fifth (5th) work day following the date of the meeting and the giving of such decision will terminate Step One.

### Step Two

If the grievance is not settled at Step One, the employee or ECCE may appeal to the Vice President responsible for human resources functions with a copy of the written grievance, a copy of the written response from Step One, and a written statement by the Employee or ECCE. The appeal shall be filed with the Human Resources Office no later than the end of the fifth (5th) work day following the date of the response at Step One. The Vice President responsible for human resources functions shall schedule a meeting to take place within five (5) work days from the date the written appeal is received by the Human Resources Office, to discuss the grievance. A written decision on the appeal of such grievance shall be rendered by the Vice President responsible for human resources functions no later than the end of the fifth (5th) work day following the date of such meeting and the rendering of such decision will terminate Step Two. ECCE may appeal any grievance which is not settled at Step Two to arbitration as provided in Article 26, Arbitration.

### Section 6. Procedures for Grievance Involving Disciplinary Actions.

Grievances involving disciplinary action must be filed at Step Two of the Grievance Procedure as provided in Article 23, Disciplinary Action, Section 3, and the following special procedures for such cases shall apply:

Upon receipt of the filing of the grievance as provided by Article 23, Section 3, the Vice President responsible for Human Resources functions shall schedule a hearing of such grievance no later than ten (10) work days, excluding days the Vice President is not scheduled to be on

campus. The grievant(s) and/or his/her representative will be afforded an opportunity at such hearing to defend the charges against the grievant(s). A written decision on the grievance shall be rendered by the Vice President responsible for human resources functions no later than ten (10) work days after the day of the hearing, excluding any days the Vice President is not scheduled to be on campus.

### Appeal

If the employee is not satisfied with the decision of the Vice President responsible for human resources functions from Step Two, the grievance may be appealed in accordance with either of the following mutually exclusive procedures.

(a) ECCE may appeal any disciplinary action involving suspension, demotion or dismissal to arbitration as provided in Article 26, Arbitration; or,

(b) If the disciplinary action involves suspension, demotion or dismissal, and the employee desires, he/she may appeal any such grievance to a hearing panel of three management or supervisory employees of the District who are not directly involved in administering the disciplinary action or in hearing the grievance. One hearing member shall be selected by the District, one shall be selected by ECCE, and the third member shall be mutually agreed upon. Such appeal must be made in writing within ten (10) work days from the written decision in Step Two to the Superintendent - President who will appoint the Hearing Panel and will set a date for the hearing which will be no later than fifteen (15) work days after the appeal to the Superintendent - President. The Hearing Panel will conduct a hearing and will make its decision and findings which will be submitted to the Superintendent - President for transmittal to the Board of Trustees for its final and binding decision.

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Section 7.     Time Limits.

If the grievance is not processed by the employee or ECCE in accordance with the time limits set forth in this Article or Article 26, Arbitration, it shall be considered settled on the basis of the last decision made. If the Vice-President responsible for human resources functions or designated Vice President fails to respond to the grievance within ten working days at any step, excluding days the Vice President is not scheduled to be on campus, the grievant(s) may proceed to the next step. The time limits set forth in this Article may be extended by mutual agreement in writing between the District and the employee or the District and ECCE.

Section 8.     Representation.

(a) The employee shall be entitled to ECCE representation at all grievance meetings with the District. If the employee chooses to have other than an ECCE representative, the employee waives his/her right to ECCE representation on the issue. If the employee desires an ECCE representative, including grievances involving the above stated disciplinary actions, an ECCE officer shall inform the Dean, Director or Manager and/or the Director of Human Resources of the person selected. Release time without loss of pay for attending grievance meetings with the District will be provided for the employee.

(b) Released time with pay for ECCE designated grievance officers shall be granted for grievance processing at Section 3-6 and 11 of Article 25, Grievance Procedures. ECCE will keep on file in the Human Resources Office a current list of its designated grievance officers in accordance with the ECCE Local Constitution. ECCE will also identify on the list no more than ten (10) appointed alternate grievance officers trained to process grievances. The combined total of grievance officers and alternates on the list shall not exceed ten (10) authorized ECCE representatives at any one time.

ARTICLE 25

(1) When requested by the grievant, a designated grievance officer will attend the grievant's grievance meetings at any step of the grievance procedure. Released time shall be granted to one ECCE representative per grievance meeting. The amount of released time for the grievant and the ECCE representative shall be limited to the actual time spent in grievance meetings with management representatives, or in grievance hearings conducted by a Hearing Panel or Arbitrator in accordance with the contractual Grievance Procedure (Articles 25 and 26). In addition, ECCE may designate a representative for training purposes to attend actual grievance meetings. The ECCE representatives will be granted 30 minutes of released time for preparation and wrap up of the actual grievance meeting or hearing.

(2) In addition, paid release time in the amount of eighty (80) hours per calendar year shall be granted to the union representatives for matters such as gathering information, interviewing witnesses, preparing presentations or meeting with management representatives regarding potential or actual grievances at the request of ECCE.

Section 9. District Representatives.

If, at any step of the grievance process, an emergency or unusual circumstance occurs which prohibits the management representative from proceeding with the grievance, the District may designate a substitute for the person designated herein. If ECCE objects to the substitute designee, the District shall develop a list of three (3) management representative options of which ECCE will choose one. An additional management participant may be present at either the Step One or Step two meetings.

Section 10. Adjournment.

The District representative and the employee or his/her representative may agree in writing to adjourn any grievance meeting to be reconvened at a later fixed date.

Section 11. Grievance on ECCE Rights.

If ECCE has a grievance against the District, it shall file its grievance at Step Two with the Human Resources Office within thirty (30) calendar days from the date ECCE discovered the facts, or should have discovered the facts giving rise to the grievance. Such grievance is restricted to the rights of ECCE under the terms of this Agreement as distinguished from the rights of any employee(s). The ECCE grievance shall comply with the requirements set forth in Section 5, Step Two of this Article. The Vice President responsible for human resources functions shall process the grievance within the time limits as provided in Section 5, Step Two, of this Article.

Section 12. Witnesses.

At any step of the grievance procedure the parties shall have the right to call any witnesses that have relevant material to offer. Any employee that appears as a witness in connection with this Article shall suffer no loss of pay. No witness shall be required to appear against their will at Step One or Two of the grievance process.

Section 13. Grievance File.

All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, ECCE representatives, and those management, supervisory, or confidential employees directly involved in the grievance procedure.

ARTICLE 25

## ARTICLE 26

### Arbitration

#### Section 1. Procedure.

Grievances which are not settled pursuant to the Grievance Procedure, Article 25, and which ECCE desires to contest further, and which involve only the interpretation or application of the express terms of this Agreement, shall be submitted to arbitration as provided in this Article, but only if ECCE has given written notice to the Superintendent - President of its desire to arbitrate the Grievance within fifteen (15) work days after the termination of Step Two of the Grievance Procedure. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with the (Grievance Procedure, Article 25. Any matter excluded from the Grievance Procedure as provided by Article 25, Section 2, is not subject to arbitration. Any dispute arising out of the provisions of, or the implementation of, Article 18, Layoff, is not subject to arbitration.

#### Section 2. Selection of Arbitrators.

As soon as possible and in any event not later than ten (10) work days after the District receives written notice of ECCE's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) work days, an arbitrator shall be selected in rotation from a list of at least five (5) mutually agreed-upon arbitrators maintained by the Human Resources Office. Alternately strike names until one name remains. The party who strikes the first name shall be determined by lot.

(a) A minimum of five arbitrators will be maintained on the list. Arbitrators will be added to meet gender and diversity interests.

Section 3. Interpretation of Agreement.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine only disputed facts upon which the application of the Agreement depends. The Arbitrator shall therefore not have authority, nor shall he/she consider it his/her function, to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. No decision rendered by the Arbitrator shall be retroactive beyond the occurrence of the event giving rise to the grievance. The Arbitrator shall have no power to render an award on any grievance relating to an occurrence before or after the term of this Agreement.

Section 4. Limitations.

The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance, and if the Arbitrator determines there has been such a violation, what the remedy shall be.

(a) The District and ECCE shall each be entitled to no more than two representatives to attend the arbitration hearing and official advocates such as professional staff or attorney.

(b) The arbitrator shall render the written opinion and award within 60 calendar days of submission of the matter to the arbitrator.

Section 5. Review of Arbitrator's Decision.

In cases involving certain disciplinary actions (dismissal, suspension and demotion), the decision of the Arbitrator shall be submitted forthwith to the Superintendent/President for prompt transmittal, as appropriate, to the Board of Trustees for its review of the decision on the record before the Arbitrator. The Board of Trustees shall then render its decision which shall be final and binding on all parties. In all other cases the decision of the Arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.

Section 6. Expenses.

The fees and expenses of the arbitration, including a reporter's transcript if the parties mutually agree or the Arbitrator determines that a transcript is desirable, shall be paid equally by the parties. Either party shall bear the expense of the presentation of its own case, except that the District shall grant released time without loss of compensation to a representative of ECCE at the arbitration hearing. Hearings will be scheduled, if possible, on District premises.

## ARTICLE 27

### Work Stoppage - Lock Out

#### Section 1. ECCE Obligation.

ECCE hereby agrees that neither it nor its officers or authorized agents or representatives shall incite, encourage, or participate in any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever, or any picketing of District premises, except for picketing that is solely informational in nature, during the life of this Agreement. In the event of any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever or threat thereof, or any picketing of District premises except for picketing that is solely informational in nature, ECCE and its officers will do everything within their power to end or avert the same.

#### Section 2. Employee Obligations.

Any employee authorizing, or engaging in, or participating in, or encouraging, or sanctioning, or recognizing or assisting in any strike, or refusal to perform services as provided by this Agreement, or any work stoppage, or other concerted interference with District operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall not receive compensation for any period of time during which the employee was assigned but failed to perform required service to the District and any such employee may be subject to dismissal or suspension.

#### Section 3. Lock-Out.

The District agrees it will not engage in any lock-out of employees.

## ARTICLE 28

### Agreement Conditions and Duration

#### Section 1. Sole Agreement.

This Agreement when ratified and executed by each party hereto shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto.

#### Section 2. District and ECCE Obligations.

Neither the District nor ECCE shall be bound by any requirement which is not expressly and explicitly stated in this Agreement. However, the District and ECCE are bound by applicable state and federal laws and no Article or Section of this agreement shall supersede the law.

#### Section 3. Negotiating Obligation.

This Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment. During the term of this Agreement either the District or ECCE may request to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

#### Section 4. Savings Clause.

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. Any substitute action which is not authorized by law shall be subject to meeting and negotiating between the District and ECCE. In the event that any provision of this Agreement is, or shall be, at any time contrary to law, all other provisions of this Agreement shall continue in effect.

Section 5. Continuing Dialog.

In recognizing that differences are inevitable in any organization, both the District and ECCE have an interest in maintaining continual dialog and openness in order to resolve these differences in the most respectful and mutually beneficial manner.

Section 6. Effective Date and Duration.

(a) This Agreement shall become effective upon ratification by the parties and shall remain in effect until December 31, 2009. There shall be re-opener negotiations regarding Article 6, Compensation and Article 15, Insurance Benefits, commencing in August 2008 for calendar year 2009.

(b) Upon completion of the public notice requirements in August 2008, the parties shall promptly commence the meeting and negotiating process in an effort to reach agreement.

**AGREEMENT**

The El Camino Community College Negotiating Team and the El Camino Classified Employees, Local 6142, CFT, AFT, AFL-CIO, in full settlement of initial negotiations, have agreed to the foregoing collective bargaining agreement, effective January 1, 2007.

Agreed this 24<sup>th</sup> day of July 2007.

El Camino Classified Employees

El Camino College District Negotiating Team

By \_\_\_\_\_  
Luukia Smith, Chief Negotiator

By \_\_\_\_\_  
Spencer Covert, Chief Negotiator

By \_\_\_\_\_  
Carolee Casper

By \_\_\_\_\_  
Barbara Perez

By \_\_\_\_\_  
Ann Ashcraft

By \_\_\_\_\_  
Bruce Hoerning

By \_\_\_\_\_  
Gary Turner

By \_\_\_\_\_  
Luis Mancia

By \_\_\_\_\_  
Karen Curtis, CFT Representative

Ratified by the El Camino Classified Employees, Local 6142, CFT, AFT, AFL-CIO  
on August 20, 2007.

By \_\_\_\_\_  
President, ECCE, Local 6142

Adopted by the El Camino College Board of Trustees on August 20, 2007.

By \_\_\_\_\_  
President, Board of Trustees

By \_\_\_\_\_  
President, El Camino College and Secretary to the Board of Trustees