



ANTELOPE VALLEY COLLEGE

ANTELOPE VALLEY COLLEGE

*FEDERATION OF
CLASSIFIED EMPLOYEES
Local 4683*

Collective Bargaining
Agreement

with

Antelope valley
Community College District

July 1, 2009 – June 30, 2012

Antelope valley College
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Lancaster CA 93536
www.avc.edu

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ARTICLE I
PREAMBLE

1.0 The Antelope Valley College District Board of Trustees (hereafter referred to as the Board) and the Antelope Valley College Federation of Classified Employees (hereafter referred to as AVCFCE and/or the Federation), Local 4683, hereby enter this agreement on April 2013 in a spirit of mutual commitment to the enhanced welfare, excellence and prestige of the Antelope Valley College District (hereafter referred to as the District) and join in dedication to the students and community we are pledged to serve.

The purpose of the Agreement is to promote the improvement of employer-employee relations, provide an equitable and amicable procedure for the resolution of disputes and set forth the rights and duties of the respective parties to insure the continuance of fair, impartial and nondiscriminatory application of District rules and procedures to all employees.

If there is any conflict between any specific provision(s) of the Agreement and District policies, past practices, or rules, the specific provision(s) of the Agreement shall prevail.

ARTICLE II
NON-DISCRIMINATION

2.0 Neither the District nor the Federation shall discriminate against any unit member in the course and scope of his/her employment on the basis of race, color, religion, creed, national origin, sex, age, marital or parental status, disability, or membership or participation in an employee organization. Any alleged violation of this article shall have as its remedy a grievance or complaint filed with the appropriate state and/or federal agency designated to handle such complaints. Once a complaint is filed with a state or federal agency, the grievance procedure is waived and any grievance is dismissed with prejudice.

ARTICLE III PROVISIONS OF AGREEMENT

3.0 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over past and present District practices, procedures and regulations, and over State laws to the extent permitted by State law and that except as expressly provided by specific provisions in this Agreement, all lawful practices, procedures and regulations are discretionary within the District.

The District and the Federation shall make a mutual effort to work together regarding implementation, interpretation and support of this Agreement.

3.1 Savings

If any provisions of this Agreement are held by a court of competent jurisdiction to be contrary to law, then such provision will be deemed invalid, to the extent permitted by such court decision, but all other provisions or applications shall continue in full force and effect.

The District and the Federation agree that they will meet within thirty (30) days of said court decision to bargain about the severed portion(s) of the Agreement.

3.2 Completion of Meet and Negotiate

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at any time they negotiated or signed this Agreement.

The only exception to the above would occur if there were mutual agreement of the parties to re-open a particular item or items. If, during the term of this Agreement, the parties hereto should mutually and voluntarily agree to modify, amend or alter the provisions of this Agreement in any respect, any such changes shall be effective only if reduced to writing and executed by authorized representatives of the District and the Federation. Any such changes validly shall become a part of this Agreement and subject to its terms of automatic renewal or termination

ARTICLE VI MANAGEMENT RIGHTS

4.0 The District, on its own behalf and on behalf of the electors of the District, has all the customary and usual powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California, and of the United States, including, but without limiting the generality of the foregoing, the right:

Except to the extent limited by the specific and express terms and conditions of this agreement, to the executive management, organization and administrative control of the Antelope Valley Community College District and its properties and facilities, and the activities of its employees;

To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services as authorized by the California Education and Government Codes; as modified by case law;

To hire all employees, and, subject to the provisions of law, to determine their qualifications and the condition for their continued employment; discipline, dismissal or demotion, and to promote, assign, and transfer all such employees;

To establish education policies, goals and objectives; to insure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of district operations; and

To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms thereof, are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

**ARTICLE V
FEDERATION RIGHTS**

5.1 Facilities

The Federation and its members shall have the right to use district (college) facilities and equipment at reasonable times when not otherwise in use for the purpose of meetings concerned with the exercise of rights incorporated in the agreement.

5.2 Communication and Notice of Activities

The Federation shall have the right to post notices of activities and matters of concern on designated bulletin boards. The Federation may utilize employees' mailboxes and campus email for communication with its members and other employees.

5.3 Federation Business

The authorized representative of the Federation shall be permitted to transact official Federation business on college property at reasonable times not interfering with the educational process, or District duties of the employees.

5.4 Public Information

The Board agrees to furnish, upon request of the Federation, all public information required by the Federation that is reasonably necessary for the Federation to fulfill its role as the exclusive bargaining representative.

5.5 Membership

a. Membership List

The names and mailing addresses of all unit members who do not otherwise request that such information remain privileged and confidential, shall be provided to the Federation semi-annually upon written request. Such list shall include classification and site location.

b. Additions to Membership List

As new unit members are employed, separated, transferred or have name or address changes, the names, mailing addresses, classifications, and site locations shall be provided to the Federation within 21 days.

c. Seniority List

The Federation shall be supplied with a seniority roster of all employees within three months of the effective date of this Agreement and once a year thereafter, unless updated earlier. The roster shall indicate the employee's present classification.

5.6 Board Meetings

The Federation shall be entitled to representatives at all public Board meetings and shall be allowed to speak on any item on any agenda in accordance with existing Board Rules.

a. Board Agenda

The District shall provide the Federation with a copy of the Board agenda booklet, less the confidential items and those materials that relate to negotiations. The determination of confidential items and materials that relate to negotiations will be left to the judgment and discretion of the District.

b. Adopted Budget

The local chapter will receive one copy of the adopted budget, after its approval by the Board.

5.7 Copies of Contracts

Within thirty (30) days of the execution of this contract, the District shall print or duplicate and provide a copy of this Agreement to every unit member in the bargaining unit. Any unit member who becomes a member in the bargaining unit after execution of the Agreement shall be provided with a copy of this Agreement by the District at the time of employment. The District shall provide the Federation with fifteen (15) additional copies for its use.

5.8 Mailbox

The Federation shall be provided with one (1) mailbox for Federation business.

5.9 Released Time/Meetings

The Federation President or designee shall be granted 250 hours of released time annually in addition to released time for shared governance activities. These hours may be used for the purpose of on-campus representation activities as well as local, state, and national Federation conventions, conferences, and workshops. Such activities shall not interfere with the educational process and/or District duties of the employee. Such time shall not be cumulative over successive years.

5.10 Meetings**a. Quarterly Unit Meetings**

The Federation shall have the right to conduct quarterly meetings for bargaining unit members during regular working hours.

b. Orientation Meetings

The District and the Federation shall jointly conduct two orientation meetings annually for bargaining unit members. The meetings will be held at the beginning of the fall and spring semesters during regular work hours.

c. Monthly Meetings

Monthly meetings, as needed, shall be scheduled between the Federation president or designee, and the Vice President of Human Resources or designee, for the purpose of discussing campus problems and heading off any potential grievances.

5.11 Negotiations

The District shall not conduct any negotiations with any organization that claims to represent the employee-employer relations interest of unit members other than the Antelope Valley College Federation of Classified Employees, local Chapter 4683, the exclusive representative of the unit.

5.12 Vacancies and Additions to Bargaining Unit

The District shall provide the Federation with a copy of the monthly Personnel Schedules from Board minutes.

The District shall provide the Federation with a copy of classified job announcements before the position is opened to the public.

5.13 Dues, Fees and Payroll Deductions

The District shall deduct from the pay of Federation members and pay to the Federation the normal and regular monthly Federation membership dues as voluntarily authorized in writing by the employee on the Federation form subject to the following conditions:

Such deductions shall be made only upon submission of the Federation form to the District payroll department, duly completed and executed by the unit member.

The normal and regular monthly Federation membership dues shall be updated by the District July 1 of each year to include all salary adjustments. The District shall not be

obligated to implement any new Federation monthly dues deductions until the pay period commencing not less than thirty (30) calendar days after such submission.

The District shall, on a monthly basis, draw its order upon the funds of the District in favor of the Federation for an amount equal to the total of the dues deduction made during the month and shall furnish the Federation a list of all employees affected, together with the amount deducted for each. A unit member may terminate Federation membership or voluntary dues deduction authorization at any time. Said deduction cancellation shall be effective on the pay period commencing thirty (30) workdays after written submission.

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

The Federation agrees to indemnify and hold harmless the District, its officers, employees and agents against any and all costs, losses, or damages because of civil or other action arising from the administration and implementation of these provisions. Any clerical errors will be corrected by the party making the error, with the provision that if any such dues are deducted from the pay of any unit member and remitted to the Federation and the unit member does not owe same, the Federation shall refund the same to the unit member and the District shall not be liable for any refund. The Federation agrees to furnish any information needed by the District to fulfill these provisions.

ARTICLE VI PERSONNEL RECORDS

- 6.0** Personnel records shall be kept for all unit members and include information expected in sound personnel administration.

Personnel files will be considered confidential and will not be available to persons other than the individual unit member and those who must have access to such files as part of their responsibilities and assigned duties.

Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for inspection of the person involved. However, such materials shall not include ratings, reports, or records which (1) were obtained prior to employment of the person; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination.

6.1 **Derogatory Information**

Information of a derogatory nature, except materials mentioned in the third paragraph above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

6.2 **Review of Personnel Records**

Every unit member shall have the right to inspect the materials upon request, with the exception of materials mentioned in the above paragraph. Such review shall take place during normal school hours and the unit member shall be released from duty for this purpose without salary deduction.

6.3 **Investigation Purpose(s)**

A unit member (affected employee grievant) with written authorization to the Office of Human Resources and Employee Relations has the right to designate an individual working in conjunction with the AVCFCE Grievance Committee, as having access to the affected unit member's personnel record.

**ARTICLE VII
RE-OPENERS**

7.0 Reopeners

There shall be re-openers for each year of the contract as follows:

***Salaries**

***Health & Welfare Benefits**

One article of choice of each party

7.1 Duration

The term of this Agreement shall be from the date of ratification/approval through four years from that date or June 30, 2015, and from day to day thereafter until such time that the parties hereto have mutually agreed to a successor collective bargaining agreement.

***See contract re-openers for 2009-12 for Salaries and Health & Welfare Benefits on the following page.**

CONTRACT RE-OPENERS – 2005-09

**Ratified July 1, 2005
by the
Antelope Valley College Federation of Classified Employees
and the
Antelope Valley Community College District**

Health & Welfare Benefits

AVCCD and AVCFCE agreed to set the benefit cap for October 1, 2006 to September 30, 2007 at \$13,385.10. Above cap costs for Plan 1A will be \$972, for Plan 2C \$408 and Plan 3C \$72 per year. Plans 6A and Kaiser will be no cost to employees. Deductions will be made tenthly.

Salaries

Salary 2006-07

COLA applicable as of July 1, 2006

Additional 1% of funded growth to be applied July 1, of the following year (7-1-07)

Salary 2007-08

COLA applicable as of July 1, 2007

Additional 1% of funded growth to be applied July 1, of the following year (7-1-08)

Salary 2008-09

COLA applicable as of July 1, 2008

Additional 1% of funded growth to be applied July 1, of the following year (7-1-09)

These increases shall apply to all classified salaries.

COLA will be applied to salary as soon as possible after the state budget is approved for the year.

Should the District grant a salary increase greater than the formula stated above for any other unit for any part of term of the contract, the same shall be granted to the AVCFCE.

**ARTICLE VIII
SALARIES & RELATED BENEFITS**

8.0 Upon completion of current contract negotiations, the District and Federation agree to continue negotiations with the Federation in an effort to establish a formula for determining future salaries and benefits.

8.1 **Salaries**

Salary 2006-07

COLA applicable as of July 1, 2006

Additional 1% of funded growth to be applied July 1, of the following year (7-1-07)

Salary 2007-08

COLA applicable as of July 1, 2007

Additional 1% of funded growth to be applied July 1, of the following year (7-1-08)

Salary 2008-09

COLA applicable as of July 1, 2008

Additional 1% of funded growth to be applied July 1, of the following year (7-1-09)

These increases shall apply to all classified salaries.

COLA will be applied to salary as soon as possible after the state budget is approved for the year.

Should the District grant a salary increase greater than the formula stated above for any other unit for any part of term of the contract, the same shall be granted to the AVCFCE.

8.2 **Longevity**

Unit members will receive longevity increments after the completion of 10 consecutive years of service; the longevity increments will become effective at the beginning of the 11th, 16th, 21st, 26th, 31st and 36th years. Longevity increments are listed below:

<u>Years of Service</u>	<u>Amount of Longevity</u>
11	3.5% of base pay
16	3.5% additional
21	3.5% additional
26	3.5% additional
31	3.5% additional
36	3.5% additional

ARTICLE VIII

8.3 Health & Welfare Benefits

AVCCD and AVCFCE agreed to set the benefit cap for October 1, 2006 to September 30, 2007 at \$13,385.10. Above cap costs for Plan 1A will be \$972, for Plan 2C \$408 and Plan 3C \$72 per year. Plans 6A and Kaiser will be no cost to employees. Deductions will be made tenthly.

8.4 Retirement

This plan is an incentive benefit for classified employees who retire between the ages of 55 and 65. Retirees eligible for benefits under Article VI, Retirement Incentive Programs, of the AVCCD-AVCFCE collective bargaining agreement shall be eligible for the same plans as those offered active employees. Such retirees shall also be subject to the same contributions as active employees for the same plans, regardless of family status, irrespective of the difference in cost for retirees. The District will cover the full cost of the retirees' benefits through February 28, 2007. Retirees will begin making contributions in March, 2007 for a total of five (5) contributions for the October 1, 2006 through September 30, 2007 year. The contributions shall be the same as for active employees: \$97.20 for Plan 1A, \$40.80 for Plan 2C and \$7.20 for Plan 3C. Plans 6A and Kaiser will not require a contribution.

- The minimum age shall be 55
- The employee must have been employed by the District for a period of 10 years.

During the entire period of this benefit, the retired employee must be actively drawing service retirement from the Public Employees' Retirement System (PERS).

The employee must have been eligible for health insurance while an active employee and immediately prior to receiving this benefit.

The benefit is to terminate on the 65th birthday of the retired employee.

8.5 Paid Vacations

Vacation leave shall accrue from the date the unit member first renders probationary service, if prior to the 15th day of the month. If probationary service is first rendered after the 15th day of the month, such service shall be deemed to have commenced the first day of the following month. Full credit for vacations, sick leave, holiday benefits, and salary increments will be given for the first calendar month of employment if the beginning date of employment allows fifteen (15) days of employment in that month.

A regular unit member who resigns or whose employment is terminated after one (1) year of service shall receive the paid vacation to which he/she is entitled at the time of severance.

8.5.1 Accrual of Vacation Time

Vacation leave may be accrued by unit members to the limit of the number of days which represents the equivalent of earned vacation for a period of two (2) years. (Maximum earned vacation time allowed would be 44-days for a 20-year unit member)

A review of unit member’s vacation accrual will occur on June 30 of each year. Any unit member who has accumulated vacation days in excess of the 2-year maximum allocation will have his/her vacation balance reviewed on a monthly basis and will not receive an allocation until his/her cap has been reached. At that time, the days will be allocated through the remainder of the year.

8.5.2 Taking of Vacation Time

Vacation shall be scheduled with the mutual agreement of the unit member and his/her supervisor. Unit members shall use vacation time within twenty-four (24) months of the period that vacation time accrued.

8.5.3 Schedule of Earned Vacation

Each unit member earns vacation days according to his/her time of employment:

<u>Years Employed</u>	<u>Number of Hours</u>	<u>Days Earned Per Year</u>
1 - 3	80	10
4 - 5	88	11
6 - 8	120	15
9 – 13	136	17
14 - 16	144	18
17	160	20
18	168	21
19+	179	22

Unit members with less than full-time 10-, 11-, or 12-month assignments earn vacation hours on a pro-rated basis.

8.6 Paid Holidays

Unit members shall be entitled to the following paid holidays provided they are in paid status any portion of the work day immediately preceding or succeeding the holiday. Prior to the development of the district calendar, the district will seek input from the Federation.

8.6.1 Holidays

- Martin Luther King Holiday
- Lincoln's Day Holiday
- Washington's Day Holiday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Holiday
(2 days to include Thanksgiving Day and the day after Thanksgiving)

8.6.1 a. In the event a holiday falls on an employee's regularly scheduled day off, and the employee is in paid work status the work day prior and following the holiday, that employee shall be granted an additional floating holiday to be taken at a time agreed upon by the employee and the employee's supervisor.

The District may designate other school holidays for all unit members as it deems appropriate.

8.6.2 Restrictions

School recesses during winter and spring breaks shall not be considered holidays for unit members who are normally required to work during that period. When it is announced that college is closed to students and faculty (whether for partial or full day) the college shall also be considered closed for all unit members.

8.6.3 Emergencies

A small number of emergency employees may be required to work to provide minimum services. Emergency workers will be paid double-time or will be provided compensatory time equal to number of hours worked.

ARTICLE IX

9.0 Educational/Professional Development Program

Unit members who successfully complete approved course work or equivalent study will receive up to \$100 for the actual cost paid by the employee or student loan acquired by employee of a semester unit or 15 hours of equivalent study or the prorated portion of a semester unit, quarter unit, or equivalent study of less than hours.

The District will annually allocate \$14,000 to fund educational/professional development activities. The committee may opt to disperse the funds annually or semi-annually. If all qualified applicants cannot be funded from the \$14,000 allocation, the committee will establish a procedure for equitable distribution. The committee shall consist of two (2) classified employees selected by the executive board and one administrator selected by the District.

Unused funds will not be carried over from one fiscal year to the next.

9.1 Application & Eligibility

Unit members must be employed by the District for at least one year to participate in the Educational/Professional Development program.

Unit members who apply for educational/professional development funds must complete and submit a District application with a copy of final grade(s) report or transcript(s) reflecting successful course completion and original receipt(s) report or transcript(s) reflecting successful course completion and original receipt(s) in a manner specified by the committee.

The application must include a description of the course work or study to be undertaken, the number of units of funding applied for, a statement describing how the course work or study relates to the unit member's job effectiveness and/or the manner in which the study will support or fulfill the unit member's educational/professional development goals. The Educational/Professional Development Committee shall review course work for approval.

Approval for released time must be granted by the unit member's immediate supervisor if course work interferes with the employees normal work schedule.

Payment for authorized educational/professional development will be made as specified per the committee after verification of eligibility. If a conflict of interest with a committee member occurs, the committee member shall not be allowed to participate in the approval of their application.

ARTICLE X LEAVES

10.0 Leaves

10.1 Procedure for Reporting Absences

The responsibility for implementing district policy relative to reporting absences rests with the respective Vice President.

When reporting an absence, the following information will be submitted:

- a. Name
- b. Job assignment
- c. Reason for absence
- d. Anticipated length of absence.

A unit member shall notify his/her immediate supervisor or supervisor's designee of any absence. Unless the unit member is incapacitated, the unit member shall call 30 minutes prior to start of the unit member's work shift or no later than 30 minutes after the start of the unit member's shift, on the day of intended absence.

10.2 Bereavement Leave

Every unit member shall be granted a leave of absence of three days with an additional two days when one-way travel of more than 300 miles is required to attend services, because of the death of any person related by blood or marriage to the unit member or the spouse or domestic partner of the unit member, or other adult who has had the primary responsibility for raising or care of the unit member.

No deduction shall be made from the salary of such employees nor shall such leave be deducted from the leave granted by other sections of this agreement.

10.3 Military Leave

In accordance with Section 2024(d) of the Veterans' Reemployment Rights Act [(38 U.S. C. 2024(d))], the district will grant up to 30 days per year of paid leave for its employees who present orders indicating that they are being assigned to active duty. A "year" shall be known as the college fiscal year, July 1 through June 30.

A unit member on a military leave of 30 days or less in one year shall receive rights and benefits including salary as though he/she had remained in the employment of the District.

If reserve military service, including National Guard obligations, in excess of 30 days per year, falls on the unit member's regular work shifts, the unit member's schedule may be changed to avoid the necessity of using vacation time, provided five (5) working days notice is received from the unit member, subject to approval of the unit member's supervisor.

Any unit member on a temporary military leave (not more than 180 days) shall receive the same vacation, sick leave, and holiday privileges to promotion that he/she would have enjoyed had he/she remained with the District.

Job security extends to any unit member honorably discharged who returns to the District within 12 months following the first date such unit member could have terminated active service.

Such unit member shall be restored to a comparable position at a salary schedule placement he/she would have received had he/she remained in the service of the District.

10.4 Professional Leave

a. Required Attendance

The District may require a unit member to attend workshops, training sessions, meetings, or other similar activities. A unit member attending such activities will be compensated in the same manner that he or she would be compensated for performing regular duties.

Necessary expenses related to required attendance will be paid by the District.

b. Voluntary Attendance

A unit member may request District approval to attend work-related training sessions, workshops, meeting, or other similar activities. If District approval for such attendance is granted by the supervisor, the unit member will be compensated for hours of attendance which occur during the unit member's regular workday.

All or part of expenses related to the unit member's attendance at an approved voluntary activity may be paid by the District. Expenses may include, but are not limited to,

registration fee, travel expenses, and materials. Payment for expenses may be in addition to staff development funds.

10.5 Released Time for Flex Activities

Attendance of flex activities shall be scheduled with the mutual agreement of the unit member and his/her supervisor, however, a supervisor may not deny the unit member's attendance to a flex activity unless the unit member's attendance would create a hardship for the work area.

A "Flex Request" form shall be filled out in advance and given to the immediate supervisor for approval. Upon completion of the activity, the original form shall be given to the Office of Human Resources for placement in the unit member's personnel file.

10.6 Staff Development

The sum of \$10,000 shall be set aside for use by unit members for each year of this Agreement, commencing July 1, 1999. Applications for participation shall comply with normal procedures as established by the Staff Development committee.

10.7 Industrial Accident and Illness Leave

Industrial accident and illness leave shall apply to all unit members currently employed by the District.

Allowable leave for the same accident or illness shall not exceed 60 days in any one school year. Such leave shall not be accumulative from year to year.

When an industrial accident or illness occurs at a time when the allowable 60 days extend into the next school year, the unit member shall be entitled to only the days remaining (of the 60) at the end of the school year in which the illness or injury occurred for the particular accident or illness.

Industrial accident or illness leave shall commence on the first day of absence.

Industrial accident or illness leave will be reduced by one (1) day for each day of the authorized absence, regardless of a compensation award made under Worker's Compensation.

Payment for wages lost on any day shall not, when added to an award granted the unit member under Worker's Compensation laws of the state, exceed the normal wage for the day.

During the accident or illness leave, the unit member shall endorse to the District, wage loss benefit checks received under Worker's Compensation. The District, in turn, shall issue the unit member appropriate warrants for payment of wages and shall deduct normal retirement and other authorized contributions.

In lieu of the foregoing method of payment, a unit member may elect to retain awards made under Worker's Compensation and to have such amounts deducted from the unit member's next regular District salary warrant.

When industrial or illness benefits have been exhausted, sick leave will then be used. If a unit member is receiving Worker's Compensation, he/she shall be entitled to use only so much of his/her sick leave, accumulated compensating time off, vacation or other available leave which, when added to the Worker's Compensation award provide for a full day's wage.

The unit member shall be notified by the Vice President of Human Resources and Employee Relations to the extent or amount of sick leave being utilized in conjunction with temporary benefits under Worker's Compensation.

Any unit member receiving industrial accident or illness leave benefits must remain within the State of California unless the District authorizes travel outside the state.

Industrial accident or illness leave of absence, paid or unpaid, shall not be considered a break in service (other than salary) of the unit member.

When all available leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to resume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for 39 months.

When available during the 39 months, he/she shall be employed in the class of his/her previous assignment, over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.

A unit member who has been placed on a reemployment list, as provided above, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.

The provisions of Worker's Compensation are applicable to all unit members of the District.

Benefits provided by Worker's Compensation are not recoverable if injury was intentionally self-inflicted, caused by the unit member's own intoxication, arose out of an altercation in which the unit member was the initial physical aggressor, or if the unit member willfully and deliberately caused his/her own death.

Benefits are available to unit members who sustain industrial injuries.

Compensation includes medical treatment, temporary disability indemnity, permanent disability indemnity, and death benefits.

10.8 Sick Leave (Illness and Injury)

Each unit member employed on a full-time basis shall be entitled to 12 days of leave of absence for illness, injury, or quarantine, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service (12 months). Illness and injury leave shall accumulate at the rate of one (1) per day per month served.

A unit member employed for a full workweek but less than a full fiscal year is entitled to that proportion of 12 days as the number of months he/she is employed bears to 12.

A unit member employed less than five (5) days per week, except the full-time employee on a four (4) day week, shall be entitled, for a fiscal year of service, to that proportion of 12 days leave as the number of days he/she is employed per week bears to five (5).

Credit for sick leave (illness and injury) need not be accrued prior to taking such leave by the unit member and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he may be entitled until the first day of the calendar month, after completion of six (6) months of service with the District.

If the unit member does not consume the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year so long as the person remains in the employment of the district.

Pay for any day of sick leave shall be the same as the pay which would have been received had the unit member served during the day.

Each unit member returning after three (3) or more consecutive days of absence because of illness may be required to present a doctor's statement that the employee's health is satisfactory to return to the workplace.

A unit member able to resume the duties to which he/she is assigned may do so at any time during the leaves granted and time lost shall not be considered a break in service. The unit member shall be restored to a position within his/her class with all the rights, benefits, and burdens of a permanent employee.

If at the conclusion of all leave of absence, paid or unpaid, the unit member is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of 39 months.

At any time during the 39-month period the unit member is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except those laid off for lack of work or funds in which case he/she shall be ranked according to his proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.

10.9 Use of Sick Leave for Family Members

A unit member who qualifies for sick leave under this section of the contract is entitled to use his/her available sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's current rate of entitlement, to attend to an illness of a child, parent, spouse, or domestic partner of the unit member. All conditions and restrictions placed by the employer on the use of sick leave shall apply. For purposes of this section, "child," "parent," and "sick leave" shall be defined pursuant to section 233 of the California Labor Code. "Domestic partner" shall be defined pursuant to section 297 of the California Family Code. Nothing in this section shall be interpreted to grant any rights inconsistent with the Labor Code.

10.10 Maximum Deduction for Illness or Accident

When a member of the classified service is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the absences arise out of or in the course of employment, the amount deducted from the employee's wage for any month in which the absence occurs shall not exceed the amount actually paid a substitute, if such a substitute is employed, or fifty percent (50%) of the employee's salary, whichever is greater.

Substitute difference pay shall be payable only after entitlement to all regular accrued and advanced sick leave (through the end of the current fiscal year), accrued vacation leave, and other paid leaves have been exhausted. However, the five (5) month period shall begin on the date of disability.

10.11 Transfer of Sick Leave

A unit member of the District who has been employed for at least one (1) calendar year and who terminates such employment for the sole purpose of accepting a position in another district and who subsequently accepts within 30 days of termination shall transfer all of the accumulated sick leave.

The Board shall not adopt any policy or rule, written or unwritten, which requires unit members transferring to the District to waive any part of all benefits which they may be entitled to have transferred. Although the responsibility for accomplishing the transfer of sick leave rests with the unit member, the office of Human Resources shall offer assistance in expediting said transfer.

10.12 Catastrophic Leave

- a. The Catastrophic Leave Plan will be available to unit members as set forth herein pursuant to provisions of Education Code 87045.
- b. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family and requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
- c. There will be a annual single 30-day period for unit members to contribute days to the leave bank unless the balance of days in the bank is greater than 50. In the event of an emergency where the bank has been depleted, an additional 30-day period shall be opened.
- d. An annual report of the number of days in the bank will be provided to the Federation president at the beginning of the school year.
- e. Unit members contributing days to the bank must maintain a balance of four or more weeks of accumulated sick leave. (to be prorated for part-time unit members)
- f. The minimum contribution to the bank by any unit member will be eight (8) hours.

- g. A Catastrophic Leave bank committee will be composed of the Vice President of Human Resources and Employee Relations and two appointees of the Federation. Days contributed to the bank by unit members shall not be withdrawn for other than catastrophic leave. The Catastrophic Leave bank committee will accept or reject use of days from the bank. Unit members applying for Catastrophic Leave days must submit a letter of request along with a signed and dated doctor's statement verifying the probable duration of the illness or injury.
- h. The Catastrophic Leave committee will be responsible for acceptance or rejection of requests for use of Catastrophic Leave. The days may only be withdrawn upon approval of the Catastrophic Leave Committee.
- i. The decisions of the Catastrophic Leave committee regarding withdrawal of days from the leave bank will be final.
- j. Should the Catastrophic Leave Plan be discontinued, all days remaining in the bank will remain and be available for Catastrophic Leave under the conditions of this article until such time as all banked leave has been utilized.

10.13 **Personal Necessity Leave**

Unit members may use a maximum of seven (7) days in any school year, with full remuneration, for reasons of personal necessity for the following reasons:

a. **Death in Immediate Family**

Death of a member of the unit member's immediate family as defined in Bereavement Leave of this Agreement. This leave authorization is a supplement to time off authorized under Bereavement Leave. Such request for additional time shall be documented on a classified time sheet.

b. **Accident or Emergency Illness**

Accident or emergency illness involving the unit member's person or property or the person or property of a member of the immediate family and of such nature that the unit member's presence is required during assigned work hours.

c. **Court Appearance**

Appearance in any court or before any administrative tribunal as a litigant or party.

d. **Compelling Personal Reasons**

Three (3) days maximum for compelling personal reasons.

Generally, unit members shall not be required to secure advance permission for leave taken for any of the following reasons unless conditions and circumstances warrant such permission:

- i. Death or serious illness of a member of his/her immediate family.
- ii. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

e. **Birth or Adoption**

The birth or adoption of the unit member's child.

f. **Other**

Such other reasons similar in nature to those described above, but not precisely described above, as determined and approved by the immediate supervisor and the Office of Human Resources.

Such leave shall be charged to accumulated sick leave (illness or accident). Said leave is non-accumulative.

Advance notice and approval of personal necessity leave shall be required in each instance of such leave, except emergency situations.

Applications for personal necessity leave shall be submitted to the immediate supervisor, whenever possible, three (3) days prior to the date for which such leave is requested for transmittal to the Vice President of Human Resources and Employee Relations.

10.14 Floating Day

All unit members may take one two (2) additional calendar days per year for personal necessity that shall not be deducted from sick leave or salary. These days may be used at any time but may not be split. The personal necessity form shall reflect when these additional days are being used.

Generally, unit members shall not be required to secure advance permission for leave taken for any of the following reasons unless conditions and circumstances warrant such permission:

- a. observance of Good Friday or other recognized religious holidays.

As a matter of courtesy, unit members are requested to notify their supervisor whenever possible.

10.15 Leave Without Pay-Child-bearing Preparation, Adoption and Child-rearing

Leave without pay or other benefits may be granted to a unit member for preparation for child-bearing, adoption, and child-rearing.

The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) workdays prior to the date on which the leave is to begin, except for adoption, which will be as soon as possible prior to date. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

The determination as to whether the leave is granted, the date on which the leave shall begin if granted, and the duration of such leave shall be made at the discretion of the Superintendent/President or his/her designee.

The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on the last working day in the school year in which such leave is granted. An extension of leave may be granted by the Superintendent/President or his/her designee, not to exceed an additional twelve (12) months.

10.16 Family Care Leave

The District shall comply with the Family and Medical Leave Act and the California Family Rights Act. These laws shall set the minimum standards and shall in no way detract from existing contractual provisions and Board policies.

10.17 Jury Duty

The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty which falls during the unit member's regularly assigned working hours.

Unit members so called for jury duty must notify the immediate supervisor of the service dates upon receiving said notice from officers of the court.

The District shall grant full compensation. Fees received by the unit member shall be remitted to the District except for mileage and subsistence expenses.

Unit members are required to return to work during the day or portion thereof in which jury duty services are not required. A unit member whose regular assigned shift commences at 4:00 p.m. or later shall be relieved from work with pay in direct proportion to hours served that day on jury duty as verified in writing by officers of the court.

The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

Nothing in the foregoing provisions shall preclude the District Superintendent/President or his/her designee from discussing with the affected unit member the practicality of seeking exemption when acceptance would tend to materially disrupt the district's operations.

10.18 Absences & Leaves without Pay

A regular leave, without remuneration, may be awarded to permanent unit members for a period not to exceed one (1) year. In an emergency situation, a one (1) year extension may be awarded.

While on regular leave of absence, a permanent unit member shall maintain, but not add to, any such leave credit, vacation time, seniority, classification rights, or other employee benefits accumulated prior to such leave.

A non-compensated regular leave must be recommended by the Superintendent/President or his/her designee and subsequently approved by the Board.

10.19 Work and Family Participation

Family Activity

A unit member is entitled under the Family School Partnership Act (Labor Code Section 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave (vacation, personal necessity, floating holiday, compensatory time or unpaid leave, to the extent made available by his/her supervisor) for the purpose of attending school or preschool related activities in which the employee's child is participating.

Family is defined as the employee's son, daughter, or any child the employee stands in loco parentis (to the child).

Employee leave requests for family activities shall be in accordance with appropriate District procedures.

10.20 Leave for Victims of Domestic Violence or Sexual Assault

A unit member who is a victim of domestic violence or sexual assault, as defined in Section 230.1 of the Labor Code, is entitled to take time off to seek medical attention for injuries, obtain psychological counseling, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence or sexual assault.

As a condition for taking time off, the unit member shall give the District reasonable advance notice of their intention to take time off for any of the purposes summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the District may not take any action against the unit member if the unit member, within a reasonable time after the absence, provides certification that the absence is a result of domestic violence or sexual assault, in the form of a police report, a court order, or medical documentation. The District is required to maintain the confidentiality of any employee's request for time off pursuant to provision of this law.

The law does not require the District to compensate the unit member for the time taken off under these circumstances, but the unit member may use vacation, personal leave, or other compensating time off that is otherwise available to the employee.

**ARTICLE XI
WORKWEEK AND COMPENSATION**

11.0 Workweek

The normal workweek for a full-time unit member shall be 40 hours per week. The normal workday shall be eight (8) hours. Other schedules may be adopted, in accordance with Article 12.2.

The AVCFCE and AVCCD tentatively agree that, beginning December 1, 2005, payment for a holiday which falls within a workweek, will be “a day for a day,” based on the employee’s regular workday, not to exceed 40 hours per week or the unit member’s regular workdays per week.

The above-mentioned provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to conduct the business of the District. However, nothing contained in the foregoing section shall be construed as denying the District the right to establish a workweek of less than 40 hours.

11.1 Five Consecutive Days

The workweek may consist of not more than five (5) consecutive working days for any unit member having an average workday of four (4) hours or more during the workweek.

11.2 Modified Workday/Workweek

Individual departments, with approval of the appropriate vice president or the president, may establish a workday/workweek for all or certain classes of unit members or for individual unit members within a class when by reason of the work location and duties actually performed, their services are not required for a workweek of five (5) consecutive days. The vice president or president may withdraw approval if it is determined that the services of an individual employee or an employee group are required for a workweek of five consecutive days. A modified work schedule may be initiated by the employee or the supervisor. Individual departments and employees can use, but are not limited to, one of the modified schedules listed below:

Days	9/80	4/10	49 & ½
Mon	9	10	9
Tue	9	10	9
Wed	9	10	9
Thu	9	10	9
Fri	8		4

Every other Friday off

The establishment of a modified workday/workweek must be approved by a majority of the regular unit members affected.

11.3 Part-Time

Part-time employment shall be defined as rendering services for less than the regular workweek.

11.4 Saturday or Sunday Work Schedule

No unit member currently employed by the District shall be required, without written consent of the unit member, to change his/her workweek to include Saturday or Sunday or both.

No unit member currently employed by the District shall be assigned to perform services on a Saturday or Sunday if such unit member objects, in writing, that the assignment would conflict with his/her religious beliefs.

Adoption of this section shall not change or disrupt existing work schedules which may already include Saturday or Sunday as regular workdays.

11.5 Overtime

The District shall provide the extent and establish the method by which ordered overtime is compensated.

All overtime must be approved by the respective Vice President prior to the assignment. Overtime assignments shall be made only in cases of unusual circumstances or emergency conditions. A record of approved overtime shall be kept on the daily time sheet.

11.5.1 Rate of Payment

Compensation shall be provided for ordered overtime at a rate equal to one and one-half the regular rate of pay of the unit member designated and authorized to perform overtime services.

The District may provide for compensatory time off at the appropriate rate in lieu of payment for authorized overtime service.

11.5.2 Definition of Overtime

What constitutes overtime is determined by the workday and the workweek adopted by the District.

For the purposes of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the unit member.

11.5.3 Regular Workweek - Rate of Compensation

Any unit member required to work in excess of eight (8) hours in one day or in excess of 40 hours in any calendar week shall be compensated at the District's established rate for the unit member authorized to perform the overtime.

11.5.4 Five Consecutive Days - Rate of Compensation

Any unit member having an average workday of less than four (4) hours during the workweek shall be compensated for any work required to be performed on the 7th day following commencement of the workweek at the District's established rate (1 1/2 time regular rate) for the unit member authorized to perform overtime. The 6th day shall be compensated at the unit member's regular rate.

11.5.5 Modified Schedule - Rate of Compensation

When a modified work schedule is established, the overtime rate shall be paid for all hours worked in excess of the required workday and workweek, at a rate equal to one and one-half times the regular rate of pay for the employee designated and authorized to perform the work.

11.6 Call Back

A unit member called back to work after completion of the regular assignment shall be compensated for not less than two (2) hours at the current overtime rate.

11.7 Shift Differential

In the context of this section regarding Shift Differential, "regular schedule" also means "permanent schedule" (30 days or more). Thus, a unit member working a schedule on a periodic basis (less than 30 days) will not qualify for shift differential.

The unit member's regular timesheet shall clearly indicate those hours worked beyond 4:00 p.m. and/or beyond 10:00 p.m. Unit members eligible to receive shift differential compensation, pursuant to the provisions of Article 12.6, shall receive the same compensation for all days in which they are in a paid status unless their shift changes to a shift for which shift differential does not apply for a period of more than 20 days.

11.7.1 Swing Shift

A unit member who works at least 50% of his/her regular shift after 4:00 p.m. shall be paid a shift differential of 5%. In the context of this section, Shift Differential, "regular schedule" means the total number of hours worked on one particular day. Therefore, a unit member that has a regular shift that requires more of their time to be worked after 4:00 p.m. on a single day shall be compensated with a shift differential. The 5% differential will be applied only to those hours worked beyond 4:00 p.m.

11.7.2 Graveyard Shift

A unit member who works at least 50% of his/her regular shift after 10:00 p.m. shall be paid a shift differential of 7.5%. In the context of this section, Shift Differential, "regular shift" means the total number of hours worked on one particular day. Therefore, a unit member that has a regular shift that requires 50% or more of their time to be worked after 10:00 p.m. on a single day shall be compensated with a shift differential. The 7.5% differential will be applied only to those hours worked beyond 10:00 p.m.

ARTICLE XII RECOGNITION

12.0 The District recognizes AVCFCE, party to this Agreement, as the sole and exclusive bargaining agent for all employees within the bargaining unit.

12.1 The Bargaining unit shall consist of all employees in the following classifications:

Academic Affairs Technician	HVAC Technician
Alternative Media Spec.	Instructional Assistant – Aerospace
Accountant	Instructional Assistant – CalWORKS/GED
Accounting Assistant. I, II, III	Instructional Assistant - CDC
Accounting Technician/Auxiliary Services	Instructional Assistant - Electronics
Administrative Assistant	Instructional Assistant - Toolroom
Advancement Assistant	Instructional Associate - Language Arts
Allied Health Programs Coordinator	Instructional Multimedia Center Coordinator
Assessment Coordinator	Instructional Multimedia Center Technician
Athletic Equipment Assistant	Interpreter/Deaf Svcs. Coordinator
Athletic Turf Maintenance Specialist	Job Placement Coordinator
Attendance Accounting Technician	Job Placement Specialist
Automotive/Equipment Mechanic	Laboratory Technician - Agriculture
Bookstore Assistant, Sr.	Laboratory Technician - Biological Science
Bookstore Assistant	Laboratory Technician - Chemistry
Bookstore Clerk	Laboratory Technician - Computers
Bookstore Textbook Buyer	Laboratory Technician - High Tech. Center
Buyer	Laboratory Technician – Photography
CalWorks Technician I, II	Laboratory Technician - Physics
Campus Events/Transportation Tech.	Learning Disabilities Testing Technician
Campus Telephone Operations Assistant	Library Assistant I, II
Career Center Technician	Library Technical Assistant
Career Center Coordinator	Locksmith
Carpenter	Maintenance Worker
Clerical Assistant I, II, III	Network Technician
Computer Services Technician	Painter
Computer Systems Technician	Payroll Technician
Custodian I, II	Plumber
Database Administrator	Program Coordinator
Division Assistant	Program Specialist
DSS Secretary	Programmer Analyst
Educational Advisement Assistant	Records Technician
Electrician	Research Technician
EOP&S Specialist	Secretary
EOP&S Technician I, II	Skilled Maintenance Specialist
Evaluations Technician	Student Accounts Technician
Facilities Support Technician	Technical Trainer
Facility Systems Lead Person/HVAC	Transfer Center Technician
Financial Aid Specialist	Tutoring Specialist
Financial Aid Technician I, II, III	Utility Worker
Food Service Assistant I, II	Veteran’s Program Coordinator
Grant Writer	Warehouse Assistant
Graphic Artist	Warehouse Technician
Grounds Equipment/Irrigation Technician	Web Administrator
Grounds Maintenance Landscape Worker	Work Experience-Study Specialist
Grounds Maintenance Worker	

Shall Exclude: All confidential/management/supervisory employees, as defined by the Educational Employment Relations Act, and administrative employees.

12.1a. Classified Recognition Week

The third full week in May is designated as Classified School Employee Week. All Community colleges shall annually observe that week in recognition of classification School employees and the contributions they make to the educational community.

The observances required by this section shall be integrated into the regular community College program. (CA Ed Code 88270)

12.2 Creation of New Classifications

The District agrees that if subsequent to this Agreement it creates any new classification(s), within twenty (20) days it shall notify the Federation in writing. The notice shall include the job title, a job description, and salary range, the number of positions anticipated to be within the classification, and the designation of the classification if included or excluded from the bargaining unit. The Federation may within fifteen (15) calendar days object in writing to the designation on bargaining unit inclusion and in such case the District agrees to meet with the Federation to attempt to reach agreement. Having failed to reach agreement, either party may file through the Public Employment Relations Board for a change in unit or the certification of unit in accordance with the regulations of the Public Employment Relations Board.

ARTICLE X111
CLASSIFICATION OF EMPLOYEES

- 13.0** The District and the Federation will regularly consult on the titles, duties, qualifications, transfers and reorganization of all bargaining unit classes.

Unless mutually agreed to by the parties, the District shall make only “housekeeping” type changes in the existing bargaining unit composition such as title changes or the dropping of titles if classes are abolished.

Unless mutually agreed to by the parties, the District shall not make substantive changes in the existing bargaining unit composition such as the deletion of positions from the unit into confidential/management/supervisory status designation.

13.1 **Working Outside of Classification**

Classified employees shall not be required to perform duties that are not fixed and prescribed for the position by the governing board, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time that exceeds five working days within a 15-calendar day period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five working days if his or her salary is adjusted upward for the entire period he or she is required to work out of classification and in amounts that will reasonably reflect the duties as required to be performed outside his or her normal assigned duties.

Only a supervisor may assign out of class work to a classified employee. If it exceeds 5 working days within a 15-calendar day period, the supervisor shall immediately notify the Office of Human Resources and the Federation in writing with the affected employee’s name, department, and projected length of time the employee will be working out of class.

The temporary salary shall be based upon the range assigned to the higher classification. The unit member will be placed on a minimum of Step A of this range or the step that will provide a minimum of a 5% increase over the unit member's regular salary. Compensation for out of classification work shall be paid no later than the following affected pay period or as reasonably practicable once the 5% has been earned. The Board may provide for an upward salary adjustment for any employee required to work out of classification for any period of time less than that required herein.

13.2 Classification/Reclassification Study

Definitions:

Classification means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and the months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary range for each such position. (California Education Code, Section 88001).

Reclassification means the upgrading of a position to a higher Classification as a result of the gradual increase of the duties being performed by the incumbent in that position. (California Education Code, Section 88001).

13.2.1 Purpose

The District and the Federation believe it is important to maintain a fair equitable Classification system. Because duties and responsibilities change over time, the parties have agreed to the following system to upgrade and recognize changes that take place. When the District creates a new position or proposes to change the content of a vacant job description (as a result of the procedures outlined below or as a result of annual Reclassification updates), the proposed revised job description shall be sent to the Federation prior to being sent to the Board of Trustees, within fifteen (15) calendar days or less by mutual agreement for the Federation to review and approve of the proposal and meet and confer, if the Federation chooses.

Decisions regarding classification/reclassification shall be based on substantial and permanent changes in the level of duties and responsibilities of the position assigned by the District.

The Classification and Reclassification of positions are process that are implemented to ensure that positions with similar level of duty and responsibility are accorded similar levels of compensation, thus ensuring equity amongst staff. It entails an understanding of the relationship of a specific job to other jobs in the District and to the District's overall goal, as well as to other agreed upon Districts

with similar criteria. Any modifications are subject to review and shall be mutually agreed upon by the Federation and the District.

13.2.2 Request for Reclassification

1. A request for Reclassification may be initiated by management or by the employee.

The employee must be a permanent classified employee and must have been performing the new duties, which are the basis for the reclassification request for at least six (6) months before the request. To make a request for reclassification, management or the employee shall submit a request for reclassification by January 1st to Human Resources. Human Resources will date stamp the request and forward the request to the Federation President and the employee's supervisor and/or manager. The request shall include:

- a.) A completed classification/reclassification application
 - b.) A copy of the employee's current job description
 - c.) Any additional supporting documentation
2. An employee who has applied for reclassification may not apply for another reclassification for at least 1 year from the date of the last request.
 3. An employee who has been denied a reclassification may not reapply for at least one Year unless the employee's work duties have changed and are inconsistent with the job description for the employee's classification.

13.2.3 Classification/Reclassification Review Committee

The Classification/Reclassification Review Committee is responsible for the classification/reclassification of positions to ensure greater equity and consistency. The District will also provide input to the committee throughout the process. The committee and the President must support the recommendations to the Board.

Members of the Classification/Reclassification committee shall include:

- a. Vice President of Human Resources or designee (ex-officio)
- b. 4 classified representatives (appointees of the Federation)
- c. 1 representative from the Classified Confidential/Management/Supervisory unit (ex-officio)
- d. 1 alternate classified representative (non-voting)

The committee will be co-chaired by 1 classified member and the Vice President of Human Resources, the classified chair will rotate every two years.

The members of this committee will be appointed for staggered three-year terms.

The incumbent members of the Classification/Reclassification Committee shall provide Training to all newly appointed members of the committee.

13.2.4 Process

Qualified Employees

Whenever permanent and substantial changes have occurred since a position was last classified, a review of the position is appropriate. While there are many desirable qualities for employees to have that should be recognized, Reclassification is based upon the duties assigned to a position, not the qualifications of the incumbent. Put simply, the position is classified, not the person holding such position.

Justification criteria: the sudden or gradual increase of duties, knowledge, skills, or responsibilities, being performed by the incumbent in that position is justification for Reclassification.

Significant and on-going changes in the nature, variety and complexity of duties, supervision received, or supervision exercised may indicate the need for a Reclassification review.

13.2.5 Non qualifying classification/reclassification criteria

The most common misconception about Reclassification revolves around the person-position distinction. Examples of person-related factors that are not taken into consideration when classifying a position include:

Longevity: The fact that an employee has reached the top step in the pay scale is not a factor in Reclassification.

- Future Projects:** Reclassification of duties being performed is appropriate, not of those that might be added to a job down the line. As such, Reclassification requests must be delayed until new projects or assignments have officially begun.
- Financial Need:** The Reclassification process cannot take personal financial conditions into consideration.
- Workload:** Employee feeling overwhelmed by their workload is not Justification for reclassification.
- Retention:** The possibility of losing an employee cannot be considered in Reclassification decisions.
- Performance/
Dedication:** Commitment and enthusiasm should be recognized, however however, it is not justification for Reclassification.
- Personality:** The District and Federation encourage employees to be pleasant, Patient, and helpful, however, these qualities cannot be recognized the Reclassification process.
- Promotion:** Over time, employees might grow and gain new skills within their current position and be ready to take a step to a new level of responsibility, but their job does not warrant a Reclassification.
- Education:** Achieving a higher level of education and/or training during tenure in a Reclassification does not warrant a Reclassification.

13.2.6 Application

The job classification/reclassification application will be available from Human Resources and/or the Federation.

The employee will submit the application to the Human Resources Offices and their immediate supervisor electronically or hard copy by the deadline, please make sure to keep a copy for your records.

The supervisor will make comments and review with the employees before submitting the application to Human Resources and the union president electronically or hard copy by the established deadline. However, the employee has the right to submit an application for Reclassification whether it is supported change the employee's responses on the application. The employee and management must adhere to strict processing timelines for requests as defined during the study. The supervisor will make a copy of the request for the employee.

Upon receipt of the application, Human Resources will formally acknowledge by returning an acknowledgement slip.

13.2.7 Review of Applications

Upon receipt of the Classification/Reclassification application, the committee shall complete a review of the application and render a decision in writing to the employee.

13.2.8 Decision

1. The Vice President of Human Resources will consult with the College President and issue a Classification/Reclassification decision to the employee by April 15.

13.2.9 Appeal

An employee dissatisfied with the outcome of a Classification/Reclassification decision, the employee may appeal one time. The process for an appeal is as follows:

1. An employee may appeal in writing reclassification decision to the Vice President of Human Resources in writing by the mutually agreed timeline.
2. The committee may meet with the employee to review information that the employee provided on the application. The supervisor and/or manager may be asked to attend and address the committee.
3. The committee will render a recommendation and communicate that recommendation in writing to the President. The President will render the final decision subject to ratification of the Board of Trustees. The Vice President of Human Resources will then send notification to the employee and supervisor. If the appeal is denied, justification will be given in writing.

4. The Federation President, employee and supervisor will be notified in writing of the decision of the Appeal.
5. There will be no further appeals.

13.3.10 Process for Employees on Approved Leave

1. Employees on approved medical leave missing the original application or appeal deadline shall, by mutual agreement between the District and Federation be granted and extension of deadline(s).
2. All employees granted exception must submit an application no later than April 1.

13.3.11 Implementation of Approval Reclassification

The Reclassification application submitted January 1 and approved at the subsequent June Board of Trustees board meeting shall be effectively July 1. In the event of fiscal hardship to the District the terms for financial implementation will be negotiated.

Where a position is reclassified to a higher class, other unit member(s) in the same classification shall also be reclassified.

Implementation will be negotiated each year following receipt of the committee’s recommendations.

13.3.12 Classification/Reclassification Process Timeline

December	Classified Reclassification Request application available
January 1	The employee will submit the Classification/Reclassification applications to Human Resources and the supervisor electronically or hard copy. Note: Employees make a copy for your records.
February 1	Supervisor will make comments on the application and Review with employee before submitting to Human

Resources and the Union President electronically or hard copy.

Note: The employee will also receive a copy with the supervisor's comments.

February 15	Reclassification applications forwarded to Committee
March	Reviews continue
April 1	Recommendation forwarded to college president
April 15	Vice President of Human Resources issues Reclassification Decisions to the employee and the Federation
May 1	Appeals due to Human Resources and the appeals process begins
June 1	Reclassification results sent to the Board of Trustees
July 1	The Reclassification is implemented.

Note: Please refer to Appendix for Memorandum's of Understanding for annual revised timelines.

ARTICLE XIV
CLASSIFIED HIRING PROCEDURES

14.0 Hiring Procedures

When a classified position is vacant, the manager completes the “Personnel Requisition Form” and submits it to the Human Resources Office for processing. Human Resources will notify the President of the Classified Union. When the “Personnel Requisition Form” is processed, the Human Resources Office will officially announce the position vacancy.

The process will be monitored at 4 stages for Equal Employment Opportunity Compliance, which are as follows:

1. Evaluation of Pool
2. Minimum Qualifications
3. Screening and Interview
4. Hiring

14.1 ANNOUNCEMENT OF POSITIONS

All announcements will include the following information:

- (1) Title
- (2) Part-time/Full-time
- (3) Permanent/Temporary (District/Categorical)
- (4) Benefits, negotiated by collective bargaining
- (5) Description
- (6) Representative duties
- (7) Minimum Qualifications (Education and Experience)
- (8) Desirables
- (9) Testing, if applicable
- (10) Salary range
- (11) Working hours, if outside normal hours of 8 – 4:30 p.m.
- (12) Working Conditions
- (13) Deadline Date
- (14) Position Start Date
- (15) Equal Employment Opportunity Statement
- (16) ADA Statement

14.2 Posting Guidelines (for both full time and part time positions):

- (1) Prior to public announcement, the position will be posted in-house for five working days for any transfer requests.
- (2) All positions not filled will be open for a minimum of ten working days.

14.3 Advertising. Announcements are posted in house for five working days. If not filled in-house transfer, the announcement will be sent to local school district offices; advertised in one or more area newspapers; and sent to business, organizations and other colleges, as appropriate.

No applications will be accepted after 4:30 p.m. on the filing date.

The Human Resources Offices will maintain EEO information, score tests (if application), prepare file documents, and screen applications to determine candidates that meet minimum qualifications as specified in the job description. If there are any questions regarding the minimum qualifications, the Vice President of Human Resources/designee will review the applications.

14.4 Hiring Committee (Recommended 5, minimum of 4 persons):

- (1) The hiring committee chair (Managing Supervisor) and one or two classified Representative(s) **in the area of hiring** to be on the committee.
- (2) The classified union president will select a representative of the classified union.
- (3) The EEO Officer/designee will appoint a classified employee as a EEO Representative, who will serve as an additional voting member of the hiring committee.
- (4) The Human Resources Offices reviews composition of the hiring committee for equal employment compliance.
- (5) The hiring supervisor/manager and the EEO Officer/designee will meet with the entire Hiring Committee for the purpose of:
 - a. Defining the role of the hiring committee as that of a recommending body reviewing applications/materials and conducting interviews. Also providing the committee with hiring and selection instructions.
 - b. Providing an overview of EEO guidelines.
 - c. Establishes that all proceedings of the hiring committee shall be kept confidential. The entire hiring process requires confidentiality on the part of all hiring committee members. The rights and reputations of the candidates need to be protected. Ratings and comments made by the committee members must not be shared with non-committee members. All committee members will receive a copy of the EEO guidelines and be required to sign confidentiality agreement.

- d. All committee members must attend all meetings, if a committee member does not attend all meetings, they will no longer be on the committee and there will be no replacements allowed.
When interviews are being conducted, the committee members will be required to be present for all interviews.
- e. The hiring supervisor/manager and hiring committee are responsible for organizing and setting schedules and making arrangements for committee meetings for screening and selection. They are also responsible for reviewing the EEO guidelines to ensure compliance.

14.5 The Hiring Committee will:

- (a.) Determine job-related screening criteria to be used by the committee in selecting candidates to be interviewed and develop the instrument used for ranking applicants;
- (b.) Prepare interview questions, each set of questions shall include a diversity question and be read to each candidate;
- (c) Screen and rate all qualified applicants independently and select the best qualified applicants to interview;
- (d) Determine interview date; time and location.

14.6 The Human Resources Office will:

- (a) Review the candidates selected for interviews, matching qualifications with screening criteria;
- (b) Review those not selected for interviews against the screening criteria;
- (c) Review Equal Employment Opportunity goals and diversity;
- (d) Schedule interviews.

14.7 Preparation of Interview Packet:

The Office of Human Resources, prior to the interview, will provide a packet of Materials for each hiring committee member, which will include:

- (1) Interview schedule;
- (2) Applications and any attachments;
- (3) Job announcement;
- (4) Hiring Procedures;
- (5) Copy of Interview Questions and Rating Sheet
- (6) A final rating sheet will be given to the EEO representative or hiring committee chair.

14.8 Interview Process:

- (1) The hiring committee will meet prior to the interviews to review procedures.
The same questions should be asked to each candidate, by the same committee member, and in the same sequence. Questions will be provided so candidates can read along with committee members. The chair or EEO representative will make sure the candidate(s) leave the questions in the interview room.
- (2) The chair or designee will welcome the candidate and introduce the hiring committee members.
- (3) Committee members make appropriate notes and ratings for each candidate.
- (4) The hiring committee shall forward to Human Resources the acceptable (preferably two), ranked in order of preference.

14.9 Appointment

Appointments to classified service shall be accomplished by the Board upon the recommendation of the President.

The President may authorize employment of short-term, classified, and confidential/management/supervisory personnel on a regular basis. Such appointments are subject to ratification for employment at the next board meeting.

ARTICLE XV
TRANSFERS

15.0 Transfer Procedures

1. Open classified positions (replacement or new) shall be advertised in-house for a Minimum of five working days, prior to public announcement.
2. Non-probationary classified employees shall be allowed to request transfer to any open position within their current classification. Employees must meet the current minimum qualification for the position for which they are requesting transfer.
3. Classified employees requesting transfer shall complete a transfer request form and turn it in to Human Resources within the five-day in-house recruiting period. The transfer request form shall list the employee's current position for which they are applying, their relevant education, skills and experience, and the name of their current supervisor, along with check boxes indicating whether or not the supervisor may be contacted for a reference. Human Resources shall notify the hiring supervisor of all in-house applicants. The supervisor and Vice President of Human Resources (or designee) shall interview all in-house candidates within five working days following the five-day in-house recruiting period, if possible.
4. Human Resources shall also notify the AVCFCE and the college President of the the transfer request. The current supervisor shall not be notified unless and until the transfer is accepted.
5. If the transfer request is approved by the supervisor, it shall be forwarded to the College President for final approval, pending ratification by the Board of Trustees. If the request is granted, Human Resources shall give the current supervisor a minimum of two weeks notice of the transfer, prior to the employee's start date in the position. If the transfer is denied, the in-house applicants shall be notified by email or inner-campus mail prior to the job announcement being advertised publicly.

**ARTICLE XVI
EVALUATION**

ARTICLE IX

16.0 Evaluation of Unit Members

The purpose of the program of evaluation is to rate and attempt to improve the competence of the staff (individual unit members). The program of evaluation shall apply to all unit members.

All appraisals are to be completed between April 1 and May 31 of each year. Final markings and comments on the appraisal should be in ink or typewritten. Additional pages may be used if more space is needed for narrative comments. The evaluation is to be given to the employee and discussed in a private interview with the employee. Any changes in the evaluation which may be made during the interview should be initialed by the employee. All attachments must be signed by the employee and evaluator.

Employees are to be evaluated in conjunction with the *Essential Functions* of their respective job description. Always read the *Essential Functions* of the employee's job description prior to beginning this process.

16.1 Derogatory Information

Information or material of a derogatory or critical nature which has been received from others may not be used unless the specific issue has been verified to the satisfaction of the supervisor, in consultation with the Vice President of Human Resources, and relates directly to the unit member's employment.

16.2 Signature and Response to Evaluation

The unit member's signature on the report indicates only that he/she has seen the report. The unit member may, within ten (10) working days, respond in writing to an evaluation with which the unit member is not in agreement. This response shall be attached to the evaluation in question.

16.3 Probationary Unit Members

Probationary unit members shall be rated by their immediate supervisor at the end of the 3rd month, 6th month, and 9th month and prior to the end of the 12th month of employment. The above schedule does not prevent dismissal of such unit member at any time.

16.4 **Evaluation Categories**

Evaluation of the competence of unit members under this program shall include, but shall not be limited to, consideration of *knowledge of work, quality of work productivity, dependability, communication skills, initiative, interpersonal relations, professionalism and safety practices.*

Each rating other than *Standard* (below or above) requires an explanation in the *Comments* box beside the category. Each rating below *Standard* must be based on issues discussed with the employee prior to the evaluation, supported by a statement of facts in the *Comments* box, and accompanied by a separate *Development Plan*. The Supervisor should include information on staff member's overall performance highlighting (1) areas of strengths; (2) areas for further development; (3) areas for improvements; and (4) areas where unique or extraordinary factors contribute to the evaluation.

Subsequently, one or more conferences shall be held with the unit member to assist him/her in correcting deficiencies previously noted. A record of such conferences shall be prepared by the evaluator for the file on the unit member and a copy submitted to him/her.

The District and Federation agree that this article may be reopened during annual negotiations without either party using one of its designated re-openers.

ARTICLE XVII
DISCIPLINE OF A UNIT

17.0 Progressive Employee Discipline

Unit members who have violated a rule or regulation prescribed by the board in Board Policy Section 4662.1 shall be subject to appropriate disciplinary action. Disciplinary action shall conform to established principles of progressive discipline as listed below.

17.1 Informal Conference

Oral reprimand is the initial stage of progressive discipline. At the first sign of misconduct or job performance deficiency, the supervisor shall put the unit member on notice that his/her performance is unsatisfactory and shall advise the unit member of the supervisor's level of expectation. Unless the transgression is serious, the unit member should not be written up for a first offense.

If the unit member continues to violate rules, regulations, and under performs after oral reprimands are given, the matter may warrant the next level of discipline.

17.2 Written Reprimand

The unit member has already been given oral notice that his/her performance is substandard. Should the unit member continue to break rules, ignore orders, fail to perform assigned tasks, or otherwise fall short of the job standards, the supervisor shall document the problem in writing. This is done in the form of a memorandum of reprimand.

The purpose of the memorandum is to put the unit member clearly on notice that the conduct or performance in question is unacceptable and to document the specific act or omission. A copy of the memorandum of reprimand shall be placed in the unit member's official personnel file.

17.3 Conferences, Directives, and Further Reprimands

Should the unit member's performance continue to be unsatisfactory after issuance of one or more written reprimands, the unit member now becomes a candidate for possible serious disciplinary action. The supervisor will confer more frequently with the individual to discuss his/her shortcomings and provide specific directions for improvement in a reasonable period of time agreed to by the district and the Federation to

show improvement. These conferences should be summarized in writing by the supervisor and filed in the unit member's official personnel record with the written reprimand. The unit member shall be provided copies of all disciplinary reprimands and conference summaries. The unit member also has the right to respond to any written documentation to be placed in his/her personnel records. Employees have the right to Union representation during all conferences that may result in written reprimand or disciplinary action.

The supervisor will continue to document the unit member's progress, performance deficiencies, or misconduct.

17.4 Documentation Review/Recommendation

The unit member's deficiencies should be well documented in the file through written reprimands, conference summaries, and written documents (such as complaints) relevant to the infraction from other sources. The unit member's supervisor will recommend, based upon all relevant documentation and circumstances, either that the unit member be disciplined or that he/she be given additional time to improve their performance.

17.5 Suspension

An offense committed by a unit member that is not sufficiently severe to warrant termination may result in disciplinary suspension, however, the unit member shall be given one suspension before moving to another level of discipline.

Based upon the nature and severity of the offense, suspension may occur at any stage of the disciplinary process. Only materials legally placed in the employees' personnel file in the last three scholastic years may be used to determine the appropriateness of suspension.

Suspension may be recommended by the Superintendent/President and the length deemed appropriate to the offense shall not exceed ten (10) calendar days for any one suspension and not more than twenty (20) calendar days in any school year.

No remuneration shall be paid the unit member during the period of suspension. However, in the event that such suspension is rejected by the Board, payment shall be made for the period during which the unit member was suspended.

17.6 Demotion

Demotion refers to a vertical downward movement of any employee from one class to another and involves a reduction in pay. Demotion signifies assignment to a lower classification.

Demotion for disciplinary reasons may be accomplished by the Board upon written recommendation of the Superintendent/President, for action or conduct that it deems detrimental to the welfare of the District. Such conduct may include violation of statutes or failure to abide by Board policy, rules and regulations.

17.7 Dismissal

Based upon documented deficiencies and/or infractions, formal discharge found in the employee's official personnel file, formal discharge for just cause, as called for under "Cause for Dismissal," of a unit member may be warranted only after all of the above steps have been adhered to.

Should the circumstances of the cause for dismissal be determined to be sufficiently severe, steps may be taken for the immediate dismissal of the unit member at any stage of the disciplinary process.

17.8 Cause for Dismissal

Dismissal of unit members shall be restricted to cause as determined by the Board. The Board's determination of the sufficiency of cause for dismissal shall be conclusive.

Cause for dismissal shall include:

- any information supplied to the District, including but not limited to, in falsifying formation submitted in application forms, employment records, or any other district record;
- incompetence;
- physical or mental disability rendering the unit member incapable of performing his/her assigned duties;
- inexcusable neglect of duty, insubordinate or willful disobedience;
- drunkenness, intemperance, or addiction to narcotics;
- conviction of a felony or a misdemeanor involving moral turpitude;
- persistent absence without leave, or failure to report such absence;
- discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public during working hours; after hours, if conduct exerts harmful influence on the District;
- abuse of illness leave privileges;
- misuse or converting District property to personal use;

- failure to abide by the conditions of employment set forth by Board policy, commission of acts outside of duty hours which hinder the performance of the unit member's assigned task.

17.9 Notice of Disciplinary Action (Suspensions, Demotions, and Dismissals)

Administrative or supervisory personnel may recommend the dismissal, demotion, or suspension of a unit member for cause listed in Cause for Dismissal. Recommendation for disciplinary action mentioned herein must be Board approved. A written notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and, if it is claimed that unit member has violated a rule or regulation of the Board, such rule or regulation shall be set forth in the notice. The written notice shall emanate from the office of the Superintendent/President and shall state actual circumstances and occurrences of which the disciplinary action is based.

Prior to the issuance of the notice, the Superintendent/President may consult with the vice-president having supervisory jurisdiction over the unit member or other personnel as conditions warrant.

17.10 Dismissal Procedure for Permanent Employees

The Superintendent/President, or his designee, subject to Board approval, shall inform the unit member by written notice of the specific charges against him/her; a statement of his/her right to a hearing on such charges, and the time within such hearing may be requested. The written notice of dismissal shall contain a statement relative to the Board's intention to dismiss said unit member after thirty (30) days from service of the notice.

The dismissal notice shall provide the unit member with an opportunity for a hearing, upon request, which shall not be less than five (5) working days after service of the intent to dismiss such unit member. Failure on the part of the unit member to request a hearing within the limit established in the notice shall be deemed a refusal by said unit member to a hearing.

The intent to dismiss shall also contain a card or paper, the signing of which shall constitute a demand for a hearing and the denial of all charges.

If the unit member requests a hearing within the time prescribed by the dismissal notice, the Board shall afford such unit member with an opportunity for the hearing. The burden of proof for establishing sufficiency of cause shall remain with the Board.

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

17.11 Effective Date - Dismissal of Unit Member

The effective date of the dismissal of a unit member shall be the date on which the Board of Trustees makes a decision unless otherwise specified in the decision.

17.12 Dismissal Procedures for Probationary Employees

Probationary employees may be dismissed at the direction of the Board at any time during the probationary period. Upon request, the probationer shall be provided with a reason for dismissal or non-retention.

Probationary employees are not entitled to a hearing afforded to permanent employees.

**ARTICLE XVIII
SAFETY CONDITIONS**

18.0 The District shall provide safe working conditions for all unit members.

Determination of safe working conditions shall be made by the District and shall be in compliance with all applicable health, safety, fire, and sanitation requirements imposed by OSHA, State, Federal, City and/or County laws or regulations.

The District shall not discriminate against any unit member as a result of reporting any condition believed to be in violation of section 2.0.

18.1 **Safety Equipment**

The District shall provide safety equipment necessary to allow unit members to complete assigned tasks.

18.2 **Employee Responsibility**

It shall be the unit member's responsibility to report to his/her supervisor any observed unsafe physical conditions in the buildings or on the school premises. The report should be done verbally as soon as the condition is recognized. The unit member shall file a maintenance repair request with his/her appropriate supervisor. One (1) copy shall be retained by the unit member and one (1) forwarded to the Federation. Work/repair requested shall be done within a reasonable period of time. It shall be the District's responsibility to investigate unit member reports, as described herein, and assess the physical condition reported; take appropriate action and correct unsafe conditions following appropriate safety condition regulations as set forth by the California Occupational Safety and Health Act and Board policy and administrative regulations of the District.

It shall be the obligation of each unit member to work in a safe manner and not create hazards.

It shall be the responsibility of any unit member who is the victim of an assault or battery in connection with his/her employment to verbally report the incident to his/her immediate supervisor at the earliest possible time and to submit a written report of the incident to his/her immediate supervisor at the earliest possible time.

18.3 District Responsibility

It shall be the responsibility of the immediate supervisor to report the incident to the office of the Superintendent/President and such other authorities as deemed appropriate by the District with the least possible delay.

It shall be the responsibility of the District to provide, upon request by the involved unit member(s), appropriate non-confidential, as determined by the District, information relating to an incident of assault and/or battery.

Except in disaster or emergency situations as determined by the District, the District shall not require an employee to work in a life-endangering condition.

18.4 Unhealthful Conditions

In the event that unhealthful conditions on campus cause the dismissal of all student and all faculty staff members, classified unit members shall be relieved from work assignments without loss of pay.

18.5 Drills

Classified unit members shall be allowed to participate in all disaster and earthquake drills, including leaving the campus or work locations for the remainder of the day if students and faculty personnel are allowed to do so.

18.6 Safety Committee

A Work Environment/Safety Committee will be established to review and make recommendations concerning health and safety conditions, including in-service training and safe use of all equipment. The Federation shall be represented on the committee.

**ARTICLE XIX
GRIEVANCE**

19.0 General Provisions

A grievance is defined as an allegation that there has been a misapplication or misinterpretation of a specific term of this Agreement and that by reason of such allegation the grievant believes that his/her rights have been adversely affected.

The respondent in all cases shall be the District itself rather than any individual. The Federation may grieve with respect to an alleged violation, misapplication, or misinterpretation by the District of an article or term in this Agreement; or on behalf of a grievant, to carry the grievance on his/her behalf.

The grievant may have a Federation representative present at all levels of this procedure.

19.1 Informal Level

Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by means of an informal conference with his/her immediate administrator. Either the grievant or immediate administrator may have a witness present at said informal conference providing twenty-four (24) hours advance notice is given to the other party.

19.2 Formal Level

19.2.1 Level I

If a unit member wishes to initiate a formal grievance, he/she must do so within ten (10) workdays after the occurrence of the act or omission giving rise to the grievance by presenting such grievance in writing to his/her immediate administrator. If neither the grievant nor the Federation had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the ten (10) day time limit shall begin to run on the date upon which either the grievant or Federation knew or could have reasonable diligence have known of the occurrence.

The written statement shall be a clear and concise statement of the grievance, including the specific provisions of the Agreement alleged to have been violated, misapplied or misinterpreted; the circumstances involved; and the specific remedy sought.

The written statement described herein shall be submitted on a jointly-developed Grievance Form provided by the District, and said statement shall not be changed at later levels of the grievance procedure, as described in this article.

Either party may request a personal conference with the other party. The administrator shall communicate a decision to the unit member within ten (10) workdays after receiving the grievance and such action will terminate Level I.

19.2.2 Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the vice president of the area or his/her designee within ten (10) workdays after the termination of Level I.

This written appeal described herein shall be submitted on a Level II Grievance Form provided by the district, and shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant, vice president or his/her designee may request a personal conference.

19.2.3 Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the Superintendent/President or his/her designee within ten (10) workdays after the termination of Level II.

The written appeal described herein shall be submitted on a Level III Grievance Form provided by the District, and shall include a copy of the original grievance, at Level I and Level II, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent/President or his/her designee may request a personal conference.

The Superintendent/President or his/her designee shall communicate a written decision within ten (10) days after receiving the appeal and such a decision will terminate Level III.

19.2.4 Mediation

The parties mutually agree that all disagreements and grievances related to or arising under this Agreement which cannot be resolved by direct negotiation will be submitted to at least one (1) session of voluntary and confidential mediation before a mutually acceptable Mediator appointed by the Center for Dispute Resolution in Santa Monica, California.

The mediation agreement, and any statements made by the parties in mediation, shall be kept confidential and shall not constitute precedent, unless the parties agree otherwise.

The costs of mediation shall be shared equally by the parties unless they agree otherwise.

19.2.5 Level IV

In the event the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision in writing to the Board of Trustees within ten (10) workdays of the termination of Level III. The grievant may request a hearing at this level. If requested, it shall be granted.

This written appeal described herein shall be submitted on a Level IV Grievance Form provided by the District and shall include a copy of the original grievance, the decisions rendered at Level I, II, and III, and a clear and concise statement of the reasons for the appeal.

The Board of Trustees shall communicate a written final and binding decision by the second meeting after such appeal is filed by the grievant.

19.3 Failure to Meet Time Limits

Time limits thereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of the summer recess.

19.4 Reasonable Released Time

Grievance meetings normally will be scheduled by the District and Federation at mutually acceptable times. Reasonable release time shall be granted for the processing of grievances.

19.5 Confidentiality

In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed until it is processed through completion, neither the grievant, the Federation nor the District shall make public either the grievance or evidence regarding the grievance.

19.6 No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

19.7 Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

ARTICLE XX
LAYOFFS, SENIORITY AND RE-EMPLOYMENT RIGHTS

20.1 Effects of Layoff

The District will notify the Federation of any contemplated layoff due to lack of funds or lack of work.

20.2 Reason for Layoff

The only reason for layoff or a reduction of assigned hours shall be lack of funds or lack of work. Length of service shall mean all hours in paid status, exclusive of overtime.

20.3 Notice of Layoff

Any layoffs shall take place upon thirty (30) days written notice. Any notice to the affected unit member of layoff shall specify the reason for layoff, the identity by name and classification of the employee designated for layoff, and information on his/her displacement rights, if any, and reemployment rights.

20.4 Order of Layoff

Layoff or a reduction in assigned hours will be based on seniority by classification. Employees with the least number of hours of District employment will be the first to be laid off or have a reduction in assigned hours if necessary, because of lack of work or lack of funds. Those laid off would be eligible for reemployment for a period of thirty-nine (39) months in inverse order of layoff.

20.5 Equal Seniority

If two (2) or more permanent unit members subject to layoff have equal class seniority, the layoff determination of rights shall be by lot.

20.6 Reemployment Rights

Permanent laid off unit members are eligible for reemployment in the class from which they were laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over other employment in the classifications affected by said layoff.

20.7 Notification of Reemployment

A unit member who is laid off and is subsequently eligible for reemployment as provided for herein, shall be notified in writing by the District.

20.8 Employee Notification to the District

A unit member shall notify the District in writing of his/her intent to accept or refuse employment within ten (10) working days following receipt of the reemployment notice. Failure by the unit member to tender the written notice to the District within ten (10) days as provided for herein, shall be deemed a refusal of employment by said unit member.

The laid off unit member may decline two (2) offers of employment before relinquishing his/her position on the list.

If a unit member on a reemployment list refuses the second offer of employment, no additional offers will be made, and the employee shall be considered unavailable for work and have waived any and all reemployment rights.

20.9 Reemployment

Unit members who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher position.

Layoff as used herein shall refer to separation from service or reduction in assigned time. Fringe benefit coverage, if currently provided, shall continue for the duration allowed by the plan not to exceed 30 days. Unit members given a notice of intended non-reemployment shall be entitled to use three (3) days of available personal necessity leave for purposes of bonafide job interviews with other prospective employers.

Alleged violations of this article shall be reviewable under existing judicial provisions, administrative hearing procedures, or the grievance procedure in the Agreement.

Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by the sections above.

EXHIBITS



CLASSIFIED STAFF PERFORMANCE APPRAISAL

Last Name	First Name	Date
Class Title		Department
Length of time you have supervised employee Years Months	For probationary employee appraisal: Do you recommend that this employee be retained? Yes <input type="checkbox"/> No <input type="checkbox"/>	

- 3-Month Probation
- 6-Month Probation
- 9-Month Probation
- Annual Appraisal

Instructions

- An employee is to be evaluated in conjunction with the essential functions of his/her respective job description. Read the essential functions prior to beginning this process.
- Read the suggested standards of performance and check the appropriate box indicating the employee's performance for the standards that apply.
- Use the comment box next to the standard to explain your rating.
 - All ratings above "Standard" must be supported by a statement of facts.
 - All ratings below "Standard" must be discussed with the employee prior to the evaluation and supported by a statement of facts.
 - Comments of special commendation should also be made.

Excellent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Above Standard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Improvement Needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unsatisfactory	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Comments
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 1. Knowledge of Work Suggested Standards of Performance <ul style="list-style-type: none"> Comprehends mission of department and college. Demonstrates understanding of all job duties. Applies skills and knowledge of all job duties. 	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 2. Quality of Work Suggested Standards of Performance <ul style="list-style-type: none"> Work is consistently thorough. Produces quality work and shows care in its preparation. Work is accurate, neat and presentable. 	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 3. Productivity Suggested Standards of Performance <ul style="list-style-type: none"> Resourceful. Appropriate volume of work. Prioritizes work appropriately. 	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 4. Dependability Suggested Standards of Performance <ul style="list-style-type: none"> Prompt and regular in attendance. Ready to begin duties at the assigned hour. Meets expectations regarding meal and break periods. 	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 5. Communication Skills Suggested Standards of Performance <ul style="list-style-type: none"> Speaks effectively and clearly. Writes in a clear, well-organized manner. Listens carefully and follows instructions. 	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 6. Initiative Suggested Standards of Performance <ul style="list-style-type: none"> Identifies issues & initiates solutions when possible. Learns new routines and assignments willingly. 	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 7. Interpersonal Relations Suggested Standards of Performance <ul style="list-style-type: none"> Works well with students, fellow staff, supervisor and the public. Demonstrates sensitivity to diversity. Accepts direction. 	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8. Professionalism Suggested Standards of Performance <ul style="list-style-type: none"> Respects and maintains confidentiality. Exhibits honesty and integrity. Is cooperative, polite and tactful. 	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9. Safety Practices Suggested Standards of Performance <ul style="list-style-type: none"> Operates & cares for equipment in a safe manner. Observes and adheres to applicable safety practices. Reports unsafe conditions. 	

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Staff Development Plan (optional)		
Staff Development Recommendations		
Development Plan/Approach		
Results Timeline		
Development Plan 1: Based on improvement needs. (A separate plan is required for each rating below <i>Standard</i>.)		
Development Need		
Development Plan/Approach		
Results Timeline		
Development Plan 2: Based on improvement needs. (A separate plan is required for each rating below <i>Standard</i>.)		
Development Need		
Development Plan/Approach		
Results Timeline		

See page 3 for additional plans.

Signatures		
Supervisor's (Evaluator) Signature	Title	Date
This report has been discussed with me. Signing this form does not necessarily mean that I agree with all the ratings. I understand that I have the right to submit a response to my rating within 10 working days. This response is to be attached to my evaluation and placed in my personnel file.		
Employee's Signature	<input type="checkbox"/> I agree with the evaluation <input type="checkbox"/> I disagree with the evaluation and may respond.	Date
Immediate Supervisor of Evaluator's Signature	Title	Date

Development Plan 3: Based on improvement needs. (A separate plan is required for each rating below <i>Standard</i> .)	
Development Need	
Development Plan/Approach	
Results Timeline	
Development Plan 4: Based on improvement needs. (A separate plan is required for each rating below <i>Standard</i> .)	
Development Need	
Development Plan/Approach	
Results Timeline	
Development Plan 5: Based on improvement needs. (A separate plan is required for each rating below <i>Standard</i> .)	
Development Need	
Development Plan/Approach	
Results Timeline	
Development Plan 6: Based on improvement needs. (A separate plan is required for each rating below <i>Standard</i> .)	
Development Need	
Development Plan/Approach	
Results Timeline	

INSTRUCTIONS FOR COMPLETING PERFORMANCE APPRAISALS

The employee performance appraisal is designed to encourage constructive communications between employees and supervisors regarding job performance.

General

Detailed guidelines for evaluating performance have been issued to all departments in the publication, *A Supervisor's Guide to the Staff Performance Appraisal Program*. Before completing a *Classified Staff Performance Appraisal*, a thorough review of the factors and ratings described in that publication is recommended. Additional copies of the publication are available from Human Resources.

Completing The Evaluation Appraisal

All appraisals are to be completed between April 1 and May 31 of each year. Final markings and comments on the appraisal should be in ink or typewritten. Additional pages may be used if more space is needed for narrative comments. The evaluation is to be discussed in a private interview with the employee. Any changes in the evaluation which may be made during the interview should be initialed by the employee. All attachments must be signed by the employee and evaluator.

Employees are to be evaluated in conjunction with the *Essential Functions* of their respective job description. Always read the *Essential Functions* of the employee's job description prior to beginning this process.

Explanation Of The Form

1. REPORT HEADING

Self-explanatory. Complete all items.

2. RATINGS

Each factor listed in this section must be checked (X) in an appropriate column. The *Suggested Standards of Performance* are only guides. The weight given each item is determined by the value of that item to each classification. Once the values are determined, they should be uniformly used for all employees in that classification.

The rating scale is defined as follows:

- Excellent..... Work performance is consistently superior to the standards required for the job.
- Above Standard..... Work performance is consistently above the standard of performance for the position.
- Standard..... Work performance consistently meets the standards of performance for the position.
- Improvement Needed..... Work performance does not consistently meet the standards of performance for the position. Serious effort is needed to improve performance.
- Unsatisfactory..... Work performance is inadequate and inferior to the standards of performance required for the position. Performance at this level cannot be allowed to continue.

Each rating other than *Standard* (below or above) requires an explanation in the *Comments* box beside the category. Each rating below *Standard* must be based on issues discussed with the employee prior to the evaluation, supported by a statement of facts in the *Comments* box, and accompanied by a separate *Development Plan*. The supervisor should include information on staff member's overall performance highlighting (1) areas of strength; (2) areas for further development; (3) areas for improvements; and (4) areas where unique or extraordinary factors contribute to the evaluation.

3. DEVELOPMENT PLANS

- Staff Development Plan (This section is optional.)
Recommend development activities for training, education, and skill upgrading.
- Development Plans (Based on improvement needs.)
Record a detailed *Development Plan* based on improvement needs. A separate *Development Plan* is required for each below Standard rating.

4. REQUIRED SIGNATURES

- The supervisor (evaluator) must sign and date this section, as well as any attachments to the report.
- The employee must sign and date the performance appraisal and any attachments to the report. The employee's signature does not necessarily mean that they agree with all the ratings. If the employee prefers not to sign the report for any reason, the evaluator should so indicate this with a brief comment, such as "Employee elected not to sign."
- The immediate supervisor of the evaluator is the last person to sign the performance appraisal prior to submission to Human Resources.

5. RIGHT TO RESPOND

Ensure that the statement protecting the employee's right to respond to the ratings has been read and understood. Instruct the employee to place a check-mark indicating their agreement or disagreement with the evaluation. The employee may submit a response to the rating within 10 working days which will be attached to the performance appraisal and placed in their personnel file.

Effective 7/1/2007

Position	Salary Range	Department	Office Location
Academic Affairs Technician	13	Academic Affairs	Academic Affairs
Accountant	21	Business Services	Business Services
Accounting Assistant I	10	Business Services	Business Services
Accounting Assistant II	13	various departments	various offices
Accounting Assistant III	16	Business Services	Business Services
Accounting Technician/Auxiliary Services	17	Business Services	Bookstore
Administrative Assistant	16	various departments	various offices
Admissions & Records Technician	14	Enrollment Services	Enrollment Services
Advancement Assistant	13	Institutional Advancement/Foundation	Institutional Advancement
Alternative Media Specialist	25	Information Technology Services	ITS
Athletic Equipment Assistant	12	Physical Education/Athletics	Physical Education
Athletic Turf Maintenance Specialist	13	Maintenance & Operations	Grounds
Attendance Accounting Technician	14	Enrollment Services	Enrollment Services
Automotive/Equipment Mechanic	18	Maintenance & Operations	Maintenance
Bookstore Assistant	12	Auxiliary Services	Bookstore
Bookstore Assistant, Sr.	14	Auxiliary Services	Bookstore
Bookstore Textbook Buyer	16	Auxiliary Services	Bookstore
Buyer	16	Business Services	Business Services
CalWorks Technician I	12	Student Programs & Services	CalWorks
CalWorks Technician II	14	Student Programs & Services	CalWorks
Campus Events Technician	18	Maintenance & Operations	Maintenance
Campus Telephone Operator	9	Institutional Advancement/Foundation	Switchboard
Career Center Technician	14	Counseling & Matriculation	Career Center
Cashier	9	Business Services	Cashier
Clerical Assistant I	6	various departments	various offices
Clerical Assistant II	9	various departments	various offices
Clerical Assistant III	12	various departments	various offices
Computer Services Technician	19	Information Technology Services (ITS)	ITS
Coord., Assessment	18	Counseling & Matriculation	Assessment
Coord., Communications Design	20	Institutional Advancement/Foundation	Institutional Advancement
Coord., Deaf Services (Interpreter)	16	Disabled Student Services (DSS)	DSS
Coord., Facilities Planning (Bond)	19	Facilities Planning & Campus Development	Facilities Planning
Coord., Health Sciences	20	Academic Affairs	Health Sciences
Coord., Instructional Multimedia Center (IMC)	20	Instructional Resources/Extended Services	IMC
Coord., Programs	20	Student Programs & Services	CalWorks
Coord., Veteran's Programs	20	Student Programs & Services	Veteran's Programs
Coord., Warehouse & Inventory	18	Maintenance & Operations	Warehouse
Custodian	10	Maintenance & Operations	Custodial
Custodian, Lead	13	Maintenance & Operations	Custodial
Database Administrator	28	Information Technology Services (ITS)	ITS
Early Childhood Instructional Specialist	16	Child Development Center (CDC)	CDC
Education Advisor	19	Student Development & Services	DSS & CalWorks
Electrician	19	Maintenance & Operations	Maintenance
Employment Outreach Specialist	15	Student Development & Services	Job Placement Center
EOP&S Specialist	15	Student Programs & Services	EOP&S
EOP&S Technician	12	Student Programs & Services	EOP&S
Evaluations Technician	16	Enrollment Services	Enrollment Services
Facility Support Technician	14	Maintenance & Operations	Maintenance
Financial Aid Specialist	17	Student Development & Services	Financial Aid
Financial Aid Technician I	13	Student Development & Services	Financial Aid
Financial Aid Technician II	16	Student Development & Services	Financial Aid
Food Service Assistant I	6	Auxiliary Services	Cafeteria
Food Service Assistant II	9	Auxiliary Services	Cafeteria
Graphic Artist	17	Instructional Resources/Extended Services	IMC
Grounds Maintenance Worker	11	Maintenance & Operations	Grounds
Grounds Maintenance Worker/Irrigation	13	Maintenance & Operations	Grounds
Grounds Maintenance Worker/Landscape	13	Maintenance & Operations	Grounds
HVAC Facility Systems Lead	21	Maintenance & Operations	Maintenance
HVAC Technician	19	Maintenance & Operations	Maintenance

Instructional Assistant - Technical Education	16	Technical Education	Technical Education
Instructional Multimedia Center Technician	18	Instructional Resources/Extended Services	IMC
Job Placement Specialist	18	Student Programs & Services	Job Placement Center
Lab Technician/ Biology	16	Math/Science/Engineering	Science
Lab Technician/Agriculture	16	Technical Education	Technical Education
Lab Technician/Chemistry	16	Math/Science/Engineering	Science
Lab Technician/Computers	16	various departments	various offices
Lab Technician/High Tech Center	16	Disabled Student Services (DSS)	DSS
Lab Technician/Math	16	Math/Science/Engineering	Math
Lab Technician/Photography	16	Visual & Performing Arts	Visual & Performing Arts
Lab Technician/Physics	16	Math/Science/Engineering	Math
Learning Disabilities Testing Technician	17	Disabled Student Services (DSS)	DSS
Library Assistant	9	Instructional Resources/Extended Services	Library
Library Technician	16	Instructional Resources/Extended Services	Library
Locksmith	18	Maintenance & Operations	Maintenance
Mailroom/Duplicating Technician	10	Business Services	Mail Room
Maintenance Worker	14	Maintenance & Operations	Maintenance
Painter	18	Maintenance & Operations	Maintenance
Payroll Technician	17	Human Resources & Employee Relations	Payroll
Plumber	19	Maintenance & Operations	Maintenance
Police Officer	18	Business Services	Campus Security
Program Specialist/Outreach	13	Student Development & Services	Student Activities/Outreach
Programmer Analyst	26	Information Technology Services (ITS)	ITS
Research Technician	19	Institutional Research & Planning	Institutional Research
Secretary	12	various departments	various offices
Secretary/Disabled Student Services(DSS)	13	Disabled Student Services (DSS)	DSS
Student Accounts Technician	19	Business Services	Cashier
Technical Analyst	17	various departments	various offices
Technical Trainer	19	Information Technology Services (ITS)	ITS
Telecommunications Technician	16	Information Technology Services (ITS)	ITS
Transfer Center Technician	13	Counseling & Matriculation	Transfer Center
Tutoring Specialist	15	Instructional Resources/Extended Services	Learning Center
Utility Worker	9	Maintenance & Operations	Maintenance
Warehouse Assistant	11	Business Services	Warehouse
Web Administrator	28	Information Technology Services (ITS)	ITS
Work Experience Specialist	15	Student Development & Services	Job Placement Center

Classified Salary Schedule 2007-2008

Range	Step 1	Step 2	Step 3	Step 4	Step 5
001	\$2,052.64	\$2,155.27	\$2,263.01	\$2,376.19	\$2,494.99
002	\$2,127.83	\$2,234.25	\$2,345.93	\$2,463.25	\$2,586.46
003	\$2,205.84	\$2,316.12	\$2,431.94	\$2,553.56	\$2,681.25
004	\$2,286.75	\$2,401.07	\$2,521.11	\$2,647.14	\$2,779.58
005	\$2,370.55	\$2,489.10	\$2,613.54	\$2,744.22	\$2,881.41
006	\$2,457.45	\$2,580.29	\$2,709.40	\$2,844.83	\$2,987.03
007	\$2,547.58	\$2,674.92	\$2,808.68	\$2,949.12	\$3,096.60
008	\$2,640.97	\$2,772.98	\$2,911.66	\$3,057.20	\$3,210.04
009	\$2,737.80	\$2,874.64	\$3,018.42	\$3,169.33	\$3,327.80
010	\$2,838.15	\$2,980.08	\$3,129.05	\$3,285.50	\$3,449.78
011	\$2,942.18	\$3,089.31	\$3,243.73	\$3,405.98	\$3,576.23
012	\$3,050.08	\$3,202.57	\$3,362.63	\$3,530.77	\$3,707.35
013	\$3,161.86	\$3,319.97	\$3,485.92	\$3,660.22	\$3,843.22
014	\$3,277.76	\$3,441.68	\$3,613.70	\$3,794.42	\$3,984.11
015	\$3,397.89	\$3,567.79	\$3,746.23	\$3,933.55	\$4,130.18
016	\$3,522.51	\$3,698.65	\$3,883.59	\$4,077.76	\$4,281.62
017	\$3,651.60	\$3,834.17	\$4,025.89	\$4,227.18	\$4,438.59
018	\$3,785.54	\$3,974.79	\$4,173.53	\$4,382.22	\$4,601.29
019	\$3,924.31	\$4,120.50	\$4,326.55	\$4,542.80	\$4,769.96
020	\$4,068.18	\$4,271.59	\$4,485.11	\$4,709.36	\$4,944.87
021	\$4,217.24	\$4,428.12	\$4,649.57	\$4,882.00	\$5,126.12
022	\$4,371.84	\$4,590.47	\$4,820.00	\$5,061.04	\$5,314.05
023	\$4,532.17	\$4,758.79	\$4,996.67	\$5,246.51	\$5,508.85
024	\$4,698.28	\$4,933.26	\$5,179.86	\$5,438.84	\$5,710.84
025	\$4,870.56	\$5,114.07	\$5,369.81	\$5,638.29	\$5,920.15
026	\$5,049.08	\$5,301.56	\$5,566.62	\$5,844.96	\$6,137.18
027	\$5,234.20	\$5,495.92	\$5,770.73	\$6,059.27	\$6,362.22
028	\$5,426.09	\$5,697.39	\$5,982.23	\$6,281.41	\$6,595.45
029	\$5,625.01	\$5,906.25	\$6,201.56	\$6,511.64	\$6,837.20
030	\$5,831.24	\$6,122.77	\$6,428.89	\$6,750.41	\$7,087.92
031	\$6,045.02	\$6,347.28	\$6,664.57	\$6,997.87	\$7,347.71
032	\$6,266.64	\$6,579.98	\$6,908.97	\$7,254.40	\$7,617.07
033	\$6,496.34	\$6,821.11	\$7,162.24	\$7,520.33	\$7,896.37
034	\$6,734.48	\$7,071.22	\$7,424.74	\$7,796.03	\$8,185.78
035	\$6,981.34	\$7,330.46	\$7,697.01	\$8,081.84	\$8,485.93
036	\$7,237.33	\$7,599.22	\$7,979.12	\$8,378.11	\$8,796.98
037	\$7,502.66	\$7,877.73	\$8,271.62	\$8,685.20	\$9,119.46
038	\$7,777.65	\$8,166.52	\$8,574.93	\$9,003.64	\$9,453.82
039	\$8,062.84	\$8,465.97	\$8,889.24	\$9,333.69	\$9,800.39
040	\$8,358.42	\$8,776.32	\$9,215.14	\$9,675.87	\$10,159.64

5.53% increase effective 7/1/07

Longevity Steps

Year 11	Year 15	Year 21	Year 26	Year 31	Year 36
3.5% of base	add'l. 3.5%	add'l. 3.5%	add'l. 3.5%	add'l. 3.5%	add'l. 3.5%

Antelope Valley Community College District and
Antelope Valley College Federation of Classified Employees

Holidays

The District agrees to the following holiday schedule:

	<u>2007</u>	<u>2008</u>	<u>2009</u>
• Martin Luther King	Jan. 15	Jan. 21	Jan. 19
• Lincoln's Day	Feb. 16	Feb. 15	Feb. 13
• Washington's Day	Feb. 19	Feb. 18	Feb. 16
• Spring Break (Good Friday)	Floating Holiday	Floating Holiday	Floating Holiday
• Memorial Day	May 28	May 26	May 25
• Independence Day	July 4	July 4	July 3 (Observed)
• Labor Day	Sept. 3	Sept. 1	Sept. 7
• Veteran's Day	Nov. 12 (Observed)	Nov. 11	Nov. 11
• Thanksgiving Holiday (Thanksgiving Day and Day After)	Nov. 22 & 23	Nov. 27 & 28	Nov. 26 & 27
• Admission's Day	Dec. 24	Dec. 26	Dec. 24
• Christmas Holiday	Dec. 25	Dec. 25	Dec. 25

NOTICE OF ABSENCE/REQUEST FOR LEAVE

EMERGENCY

CALL-INS

PRE-

APPROVED

TYPE OF LEAVE Vacation Personal Necessity Bereavement

(please check one) Sick/Illness Personal Business *(free day)* Relationship of Deceased:

Non-Paid* Comp Time Used
City/State: _____
 Military * Worker's Comp **
Other: _____
 Jury Duty* *(approved injury claims only)*** *
requires documentation/approval

NAME: _____

DEPT:

Administrator Classified Confidential Mgt

DURATION OF ABSENCE: *(all employees should fill out)*

Date(s): _____

Hours Per Day: _____

TOTAL DAYS: _____

TOTAL HOURS: _____

EXPLANATION *(if necessary):*

Employee Signature
Review/Approval

Supervisor's

Date

Date

Call-In notification received by: _____ **Date:** _____

.....
White Copy – Forward to Payroll *Yellow Copy – Forward to HR* *Blue Copy – Originating Department*
Pink Copy - Employee
.....

PRE-APPROVED INSTRUCTIONS

This box should be checked when the absence is planned. The employee requesting time off should complete all relevant information, sign and date the form, forward to his/her supervisor for approval, and then forward the specified copies to the appropriate departments. This form should be completed and forwarded immediately upon receiving approval.

CALL-IN ABSENCE INSTRUCTIONS

Absences should be reported within 30 minutes of the start of the employee's shift or scheduled class and no later than 30 minutes after the start of the shift or scheduled class, and must include the type of leave and the anticipated length of the absence. The person who receives the call should record all pertinent information on the form, sign and date where "*Call-In notification received by*" is indicated, forward the completed form to the employee and supervisor for signature, and then send the specified copies to the appropriate departments. This form should be completed and forwarded immediately after receiving any call-in. Supervisors should report any absences exceeding five (5) days to the Human Resources Office. The Human Resources Office will contact the employee to discuss options for extended leaves for absences exceeding five (5) days.

EMERGENCY INSTRUCTIONS

This box should be checked when the absence is unplanned (i.e., left work due to illness, family emergency, etc.). The employee should complete all relevant information, sign and date, forward to his/her supervisor for review, and then forward the specified copies to the appropriate departments. This form should be completed and forwarded prior to absence. If prior completion is not possible, it should be completed immediately upon return to work.

DESCRIPTION OF LEAVES

PERSONAL NECESSITY LEAVE

Staff members may use a maximum of six days (faculty/administrators) and seven days (classified/confidential/management/supervisory) in any school year, with full remuneration, for reasons of personal necessity. Such leave shall be charged to accumulated sick leave. Said leave is non-accumulative.

Staff members may take (1) additional calendar day per year for personal necessity that shall not be deducted from sick leave or salary. This day may be used any time, but may not be split. The personal business box shall be checked to reflect when this additional day is being used.

BEREAVEMENT LEAVE

Staff members shall be granted necessary leave of absence not to exceed three (3) days for intra-state and five (5) days for out-of-state bereavement because of the death of any person related by blood or marriage to the staff member or the spouse or domestic partner of the staff member, or other adult who has had the primary responsibility for raising or care of the staff member.

VACATION LEAVE

Faculty, Administrator, and CMS

Staff members may not accumulate more than two years allocation of vacation days (44 days). Staff members who have accumulated more than 44 vacation days will be entitled to use their 22 days vacation per year; however, any of those 22 days from the previous year not used by August 31st, will not be accumulated and carried over to the following year. Staff members exceeding the maximum shall each year strive to schedule vacation to include at least 10% of the excess days in order to be in compliance with this policy as soon as is reasonably possible.

Classified

Vacation leave may be accrued by staff members to the limit of the number of days which represents the equivalent of earned vacation for a period of two (2) years. (Maximum earned vacation time allowed would be 44 days for a 20-year unit member.)

A review of unit member's vacation accrual will occur on June 30 of each year. Any unit member who has accumulated vacation days in excess of the 2-year maximum allocation will have his/her vacation balance reviewed on a monthly basis and will not receive an allocation until his/her cap has been reached. At that time, the days will be allocated through the remainder of the year.

EXTENDED LEAVES

In order to assure timely pay schedules, all extended leaves (in excess of five 5 days) should be directed to Human Resources. The Human Resources Office will inform you of your options and provide the Payroll Department with the appropriate paperwork to ensure timely compensation.

NON-PAID LEAVES

All requests for non-paid extended leaves will require the approval of Human Resources and the Board of Trustees.

If you have questions on how to fill out this form, please contact Human Resources at x6311.

EXHIBIT C

Basic Terms of Collective Bargaining

Agency fee – A provision that some states allow in bargained contracts requiring non union members to pay their bargaining agent an amount equal to or slightly less than union dues.

Arbitration – A form of impasse resolution in which an impartial third party rules in favor of the board or your bargaining agent either on specific issues or on each sides complete package of proposals; in some cases, arbitration may produce a compromise package.

Bargaining Team – The group of union members that is chosen to represent unit members bargaining agent in contract negotiations.

Collective Bargaining Agreement – The contract between the employer and the union, fixing conditions of employment for a period of time.

Dues Paying Member – Employees paying union dues with exclusive rights to bargaining.

Duty of Fair Representation – An employee who files a grievance or an employee for whom the union files a grievance.

Exclusive Bargaining Agent – The organization chosen by your unit to be your sole representative for contract negotiations with the District.

Factfinding – A form of impasse resolution in which a third party reviews each sides supporting evidence and then issues an advisory opinion in favor of either sides proposal.

Impasse Resolution – Any one of several methods used to end a stalemate in contract negotiations, including arbitration mediation and factfinding.

Local – Your local union that is affiliate with the AFT/CFT while maintaining full autonomy.

Mandatory Subjects of Bargaining – A practice pertaining to wages, hours, terms, or conditions of employment that must be bargained prior to being adopted or changed

Mediation – A form of impasse resolution in which a third party attempts to bring both sides to an agreement through compromise.

Ratification – The formal approval of a proposed contract by union members voting by secret ballot.

Request for Assistance Form – A form filled out by an employee, authorizing a union to represent that employee for the purposes of collective bargaining.

Tentative Agreement – The final form of a proposed contract that is presented to members by their bargaining agent for a vote.

Unit Member – All employees in a bargaining unit whether dues paying or not.

Weingarten Right – The right of an employee to request union assistance if called into a mandatory meeting by their supervisor and employee has the right to:

- Ask what the meeting is about;
- Have a union representative present if the employee believes that it may lead to disciplinary action;
- Refuse to answer accusations if they believe it may lead to a disciplinary action if your union representative is not present.