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IDnum 240 **Language** English **Country** United States **State** FL

Union Coast Federation of Classified Employees

Local 4794

Occupations Represented
Teachers—postsecondary

Bargaining Agency Coast Community College District

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1998 **EndYear** 2002

Source <http://www.angelfire.com/ca2/cfce/contract.html>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

AGREEMENT

Between

Coast Community College District

and the

Coast Federation of Classified Employees

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PREAMBLE

This Agreement is made and entered into this 5th day of August, 1998, by and between the Coast Community College District (hereinafter referred to as "District"), and the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO, Local 4794 (hereinafter referred to as the "Federation").

The purpose of this 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 this Agreement and District policies, past practices, or rules, the specific provision(s) of this Agreement shall prevail.

ARTICLE 1. RECOGNITION.

1.1 Unit Recognition.

The Board of Trustees of the Coast Community College District recognizes the Coast Federation of Classified Employees, Local 4794, as the sole and exclusive bargaining agent for all classified employees as certified by PERB Unit Determination #LA-R-797A, except those as designated as management, supervisory, confidential, and those classified employees who are members of the exclusive bargaining unit represented by the International Photographers of the Motion Picture Industries, Local 659 of the International Alliance of Theatrical Stage Employees. The District agrees to negotiate exclusively with the Federation through the provisions of the Educational Employment Relations Act.

1.2 Unit Determination.

All classified employees as described in Section 1.1 shall be part of this Agreement for the purpose of unit determination. The District will notify the Federation of any new positions or current positions which are retitled and will be part of the unit. The District will meet and confer with the Federation on any new or retitled classified positions to be placed outside the unit. The Federation will notify the District, in writing, if it disagrees with the District's determination. Cases which cannot be otherwise resolved will be appealed to the Public Employment Relations Board.

ARTICLE 2. FEDERATION RIGHTS.

2.1 Right of Access. The District agrees that designated Federation officials will have access to bargaining unit employees. The Federation agrees not to interfere with the employees' normal duties and further agrees to contact the employees only during breaks and before or after normal working hours, except in unusual circumstances. The Federation agrees to keep the District advised in writing of designated officials.

2.2 Bulletin Boards. The Federation shall have access to the use of one-third (1/3) of the space of the official bulletin board designated at each District facility for posting notices of its activities. The appropriate space as set forth above will be identified as Coast Federation of Classified Employees-Local 4794. Any notice posted pursuant to this section shall be signed and dated by an officer of the Federation.

2.3 Distribution.

A. Use of District Mail System. The Federation may make general distribution of materials to bargaining unit employees in employees' mailboxes maintained by the District. The Federation will distribute such materials using its own staff. Materials for distribution to the Coastline Community College employees not assigned to the Coastline Administration Center may be distributed through the District mail system. Any materials so distributed shall be clearly identified as to source. The Federation will send a copy to the Vice Chancellor for Human Resources of any materials distributed through the District mail system.

B. Mailboxes. Each bargaining unit member shall have a designated mailbox centrally located at the employee work site.

2.4 Use of District Facilities.

A. Federation Meetings. The Federation shall have the right to use without charge District facilities at reasonable times for the purpose of meetings concerned with its representation rights at the District, provided that such use shall not interfere with, nor interrupt, normal District operations and that arrangement for such use shall be made in accordance with College procedures for assigning meeting rooms. The Federation will reimburse the District for any extra maintenance, technical or custodial services directly attributable to the use of the meeting room.

B. Secured Offices. The Federation shall have secured offices at Orange Coast College and Golden West College, the locations to be mutually agreed upon by the District and Federation. The same furniture provided the faculty offices and telephone service will be provided. The Federation will pay for toll calls made from the office telephones. These offices shall be the sole office space provided to CFCE/AFT Local 4794. The District agrees to make available at Coastline Community College Center, at reasonable times, private office space for the use of the Federation in meeting with members of the bargaining unit.

2.5 Distribution of Contract. The District shall provide each employee of the bargaining unit with one (1) copy of this Agreement and any addendum(s) and shall, additionally, provide each new hire, subsequent to the effective date of this Agreement, one (1) copy of this Agreement and any addendum(s). Contracts and addendum(s) will be distributed within thirty (30) days of ratification.

2.6 Business Meetings.

A. General Business Meetings. The Federation's general business meetings shall normally be conducted at times other than normal working hours. However, the parties agree that special circumstances may arise which would require a business meeting during working hours. Therefore, upon mutual agreement between the Federation and the District, a special business meeting may be scheduled during working hours with an appropriate amount of released time.

B. Classified In-Service Training. The Federation and the District shall mutually agree on location, day, time and topic for classified in-service training. The training will be offered twice a day, once per semester, at each college during normal working hours not to exceed ninety (90) minutes. Employees covered by this Agreement shall be released to attend one of these in-service training sessions per semester.

2.7 Released Time.

A. Meetings. The Federation shall have the right to reasonable released time for the purpose of meeting and negotiating with the District and for the purpose of processing grievances.

B. Paid Leave. The District shall grant, upon written notice from the classified President of the Federation, a total of thirty (30) days of paid leave per year for bargaining unit employees to attend to Federation business. Upon request of the Federation, the District shall grant a paid leave each fiscal year to the classified President of the Federation and one (1) additional full-time equivalent employee (2.0 FTE total), to be determined by the Federation, to pursue Federation business. Such request shall be submitted at least thirty (30) days in advance of the date the leave begins.

2.8 Right of Review.

A. Copies of Reports. The Federation shall have the right to receive, upon written request one (1) copy of written reports that are public record, in accordance with State law. The District may charge the Federation for personnel and material costs associated with the production of requested material for multiple copies.

B. Non-privileged Materials. All non-confidential information given general distribution to management personnel by the District Office shall be provided to the Federation upon issuance and/or distribution. The Federation shall have the right to review, as provided by law, upon written request other non-privileged materials in the possession of the District necessary for the Federation to fulfill its role as the exclusive bargaining representative.

C. Board Minutes and Agendas. The District will furnish the Federation Classified Unit with one (1) copy of the minutes of Board meetings and two (2) copies of the agenda of Board meetings, including all attachments and supporting documents except for documents of a confidential and or privileged nature as identified in the Brown Act. Copies of the minutes and agenda will be available at the District office at the same time and in the same form as those furnished to the Board of Trustees.

D. District Policy and Procedures Manual. The District will furnish the Federation with one (1) copy of the District Policy and Procedures Manual and all subsequent additions, deletions, or changes.

E. Response to Requests. The District will furnish all prepared written materials requested by the Federation within ten (10) working days. For materials not in written form, the District will respond in writing as to the availability and probable date of distribution.

F. List of Bargaining Unit. Within ten (10) working days of ratification of this Agreement, the District will provide the Federation with a listing of all classified names and home addresses. Any change to the list will be provided to the Federation on a monthly basis.

2.9 Selection of Committee Members.

A. The District shall provide release time for five representatives to meet and negotiate with the District in compliance with the EERA.

B. The Federation shall appoint fifty percent (50%) of classified representatives to all District-wide or College-wide committees consisting of classified, faculty and administrators; with additional representatives, if requested by the committee.

C. The Federation appointees shall serve on two Campus, District or District-wide committees (including their subcommittees) and may serve on other committees with approval by their immediate supervisor.

D. The Campuses and the District shall supply the Federation with a list of all established committees by October 1 of each year.

2.10 Orientation. The District will provide the opportunity for a representative of the Federation to talk with new employees during the orientation process to explain the role of the Federation and the provisions of this Agreement.

2.11 Dues Deduction.

A. Collection of Dues. The District shall deduct, on a tenthly or other mutually agreed upon basis, without charge, from the pay of those employees covered by this Agreement the Federation dues and any other plans or programs designated by the Federation upon receiving the employee's written authorization for the District to make such deduction.

B. Forwarding of Dues. The total amount of dues deducted, together with a list of Federation members from whose pay the dues were deducted, shall be forwarded by the District to the Federation office on a monthly basis. The District shall provide the Federation with copies of any instruments revoking the employees' written authorization for the District to make such deductions within five (5) days of receipt of the notice by employee. Revocation of written authorizations of dues deductions shall be effective only between August 1 and August 31 of each fiscal year.

C. Changes by Written Notice. If the Federation changes the amount of the monthly dues, the District will implement such change upon written notification by the Federation at least thirty (30) days prior to any payroll date. The Federation shall certify in such notice to the District that it has notified its members in writing of such change.

2.12 Contracting Out. The District shall notify the Federation of each contract for services exceeding \$15,000. The District's intent is not to contract out any work which will displace existing employees/positions, or to avoid granting of reasonable number of overtime hours. If the Campus/District is considering utilizing outside services which may displace employees/positions, the Campus/District and the Federation shall discuss, in good faith, all issues and consider alternatives prior to the District making a final recommendation. CFCE will have the opportunity to bargain over the effects on employees/positions as a result of the adoption of the recommendation. It is further understood that all discussions will be held in an atmosphere of open disclosure, professionalism and in a timely manner.

ARTICLE 3. MANAGEMENT RIGHTS AND RESPONSIBILITIES.

3.1 Management Rights and Responsibilities. The District, on its own behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of California; including but without limiting the generality of the foregoing the right to:

- A.** The executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees;
- B.** 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 service as provided under the laws of the State of California;
- C.** Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees, except where such action would be in direct conflict with provisions set forth in this Agreement;
- D.** Establish educational policies, goals, and objectives based on the District's mission; to insure the rights and educational opportunities of students; to determine staffing patterns; and to determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
- E.** Build, move, or modify facilities, establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

3.2 Exercise of Rights and Responsibilities. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; 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 of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of California and the Constitution and Laws of the United States. The District reserves the right to take any reasonably necessary action in the event of an emergency, which is defined as a situation or occurrence of a serious nature which develops suddenly or unexpectedly and results in a relatively temporary change in circumstances and demands immediate action.

ARTICLE 4. SAFETY.

4.1 Safe Working Conditions.

A. The District shall make reasonable efforts to provide bargaining unit employees with safe working conditions. The District will make all reasonable efforts to comply with the provisions of Cal-OSHA regulations within general industry standards, where applicable.

B. It is the responsibility of the employee whose job requires use of tools, equipment or motor vehicles to do so in a safe, prudent and lawful manner. The District will not knowingly require bargaining unit employees to use, operate, or drive any piece of equipment which is unsafe. It is the responsibility of the District to investigate the reports of employees regarding unsafe equipment and take the necessary steps to alleviate the potential danger.

C. The District will provide training to managers regarding safe working conditions.

4.2 Employee/Management Reporting Responsibilities.

A. The employee shall report any industrial accident or illness immediately.

B. It is the responsibility of bargaining unit employees to report, in writing, to their immediate supervisor any condition(s) which may indicate a potential danger or any situation(s) which may result in a harmful condition to themselves or others. The Federation may make such reports on behalf of any employee or group of employees. No employee shall be discriminated against, nor shall the employee experience repercussions as a result of reporting such conditions.

C. The immediate supervisor shall investigate any written report and make a determination if corrective action is required. If no action is necessary, a written response will be sent to the employee and a copy to the Federation and the proper College/District administrator. If cause exists, the immediate supervisor shall make reasonable attempts to resolve such conditions. If conditions cannot be corrected by the supervisor at that time, a written report shall be forwarded to the proper College/District administrator for appropriate action. A copy of such report shall be sent to the Federation and/or employee.

4.3 Safety Committees. Each College and the District shall form a Safety Committee composed of equal numbers of representatives from the District and the Federation. The Federation will appoint its representative(s). The committees shall make recommendations to the appropriate College/District administrator and a copy of such recommendations will be sent to the Vice Chancellor for Business Affairs for appropriate action. The Safety Committees may review and make recommendations on reports submitted directly by bargaining unit members.

ARTICLE 5. VIDEO DISPLAY TERMINAL/PERSONAL COMPUTERS ADVISORY COMMITTEE

A. A District Committee of three (3) members appointed by the Federation and three (3) members appointed by the District shall be established to develop recommendations regarding the use of Video Display Terminals/Personal Computers. These recommendations may include, but are not limited to the use of Video Display Terminals/Personal Computers and peripheral equipment, furniture, lighting, noise, maintenance, training and issues of ergonomics.

B. Any recommendations of the committee shall be submitted to the Federation and the District for consideration/implementation.

ARTICLE 6. GRIEVANCE PROCEDURE.

6.1 Purpose. The purpose of the grievance procedure is to provide a method for the resolution of grievances. It is the intent of the parties to equitably resolve grievances at the lowest possible level.

6.2 Definitions.

A. Formal Grievance - A formal grievance is defined as a written complaint alleging that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement.

B. Informal Grievance - Informal conference with the immediate supervisor.

C. Grievant - The Federation, an employee or group of employees of the District covered under the terms of this Agreement.

D. Day - Any day during which the central administrative office of the District is open for business.

E. Immediate Supervisor - The lowest level manager having both line supervisory authority over the employee and authority to adjudicate grievances.

6.3 General Conditions.

A. Filing Deadlines. A grievance must be filed within twenty (20) days of the alleged violation of the Agreement or within twenty (20) days the grievant should reasonably have had knowledge of an alleged violation of the Agreement.

B. Time Limits. It is important that grievances be resolved as quickly as possible. The time limits at each level should be considered maximums. Time limits may be extended only by mutual agreement of both parties, confirmed in writing.

C. Grievance Procedure. The District and the Federation agree that no reprisals will be taken against any person who exercises rights guaranteed by this contract or who executes responsibilities imposed by this contract.

D. Meeting. A meeting at any level may be held within the above time limits at the written request of either party.

E. Failure to Adhere to Procedure. Failure by either party to adhere to the time limits contained herein shall mean the grievance will be handled as follows: If the District fails to adhere to the time limits, the employee is automatically granted the right to proceed to the next step of the grievance procedure (except as provided in Section 6.7). If the grievant fails to adhere to the time limits, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or consideration.

F. Confidentiality. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

G. Released Time. Any bargaining unit employee required by either party to participate as a witness or grievant in a grievance meeting or hearing shall be released from regular duties for a reasonable amount of time without loss of compensation in order to participate in the hearing. Released time for the grievant shall be limited to the processing of the grievance rather than

for doing the research for the grievance prior to the processing. Copies of documents directly relating to the grievance process shall be furnished by the District, upon request of the employee.

H. Representation.

1. An additional District/College representative and/or Federation representative may be in attendance at any level of the grievance procedure with the concurrence of the Federation and the District's supervisor/manager processing the grievance.
2. At all grievance meetings under this article, the grievant shall be entitled to be accompanied and/or represented by a Federation representative. A grievant shall also be entitled to represent himself/herself (but may not be represented by any other person other than a Federation representative) up to and including Level Three of the Grievance Procedure. Unit members may have a grievance adjusted without the intervention of the Federation as long as the adjustment is not inconsistent with the terms of this Agreement. The Federation shall be provided copies of any grievance filed by Unit members and any response by the District. Prior to resolution of any grievance, the Federation shall be provided a copy of the proposed resolution and given the opportunity to respond. Any decisions rendered in grievances without Federation representation and concurrence with the decision shall not set precedent for any future grievances.

6.4 Informal Level

A. Attempt of Resolution. Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor.

6.5 Formal Level I.

A. Unsatisfactory Adjustment. If the grievant is not satisfied with the adjustment of the grievance at the informal level, the grievant must present the grievance in writing, on the mutually agreed upon form specified (See Appendix C), to the immediate supervisor within ten (10) days following the informal conference. The grievance statement shall be a clear, concise statement of circumstances giving rise to the grievance, citation of the specific article(s), section(s) and paragraph(s) of the Agreement alleged to have been violated, the outcome of the informal conference, the names of any witnesses and/or documents relevant to the grievance, and the specific remedy sought.

B. Decision of Supervisor. Within ten (10) days after receipt of the formal grievance, the immediate supervisor shall give the decision in writing to the employee on the original copy of the grievance form, with a copy forwarded to the designated Federation representative and the Vice Chancellor for Human Resources.

6.6 Formal Level II - Grievance Officer.

A. Appeal to District or College. If the grievance is not resolved at Level I, the grievant may appeal the reply to the District or College designated grievance officer within ten (10) days, using the original copy of the grievance form. Should the designated grievance officer be the employee's immediate supervisor, or be named as a party to the grievance, Level II shall be waived.

B. Investigation of Grievance. Within ten (10) days after receipt of the grievance, the grievance officer shall conduct an investigation into the allegations, which may include a

meeting with the parties involved, and communicate the findings, attached to the grievance form, in writing to the grievant and to the immediate supervisor, with a copy forwarded to the Vice Chancellor for Human Resources.

6.7 Formal Level III - Vice Chancellor for Human Resources.

A. Appeal to Vice Chancellor For Human Resources. If the grievance is not resolved at Level II, the grievant may appeal to the Vice Chancellor for Human Resources or designee within ten (10) days after receipt of the written decision of the grievance officer, using the original copy of the grievance form.

B. Written Response. Within ten (10) days after receipt of the appeal, a written response by the Vice Chancellor for Human Resources or designee shall be submitted to the grievant, attached to the grievance form.

C. If the Vice Chancellor for Human Resources or designee fails to give a decision at Level III within the specific time limit, except as noted below, the formal grievance will be considered settled in favor of the employee in the manner requested by the employee in the formal grievance.

6.8 Level IV - Arbitration.

A. Procedure for Arbitration. If the Federation is not satisfied with the decision at Level III, the Federation may, within ten (10) days, request in writing that the grievance be submitted to arbitration. The District and Federation shall choose a mutually acceptable arbitrator within ten (10) days of the receipt of a written request for arbitration. If no agreement is reached within the time limit regarding the selection of an arbitrator, a request will be made by the Vice Chancellor for Human Resources or designee to the California Mediation and Conciliation Service to supply a list of five persons who have experience in public school arbitration. The Federation and District shall choose a person from the list by means of elimination until only one remains. That person shall serve as the arbitrator. The Vice Chancellor for Human Resources shall contact the arbitrator and parties to the grievance.

B. Determination of Arbitrator. The arbitrator shall have no power to recommend the alteration, amendment, change, addition or subtraction of, any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement. The decision of the arbitrator shall conform to the terms of this Agreement and the laws of the State of California.

C. Timely Manner. The arbitrator shall, as soon as possible, hear evidence and render a written decision on the issue or issues submitted to arbitration.

D. Decision by the Board. If a timely request for review, within ten (10) days of receipt of the arbitrator's decision, is filed with the Board, the entire hearing record and briefs shall be made available for the Board's review. The Board may also, if it deems it appropriate, permit oral arguments by the parties. Within a reasonable time after receiving the request for review, the Board shall render a decision on the matter which shall be final and binding on all parties. If the Board does not render a decision within sixty (60) days of receiving the arbitration report, then it shall be deemed to have adopted the decision of the arbitrator.

E. Costs of Arbitrator. Fees and expenses of the arbitrator shall be borne equally by the District and the Federation. All other costs will be borne by the party incurring them.

6.9 Miscellaneous

A. Group Grievances. Group grievances may be filed at Level III, by the Federation. In this instance, the Vice Chancellor for Human Resources may appoint a District designee to carry out the grievance procedure.

B. Grievance Forms. Grievance forms shall be mutually agreed upon by the District and the Federation and will be made available to bargaining unit employees by the Federation.

ARTICLE 7. EMPLOYEE STATUS.

7.1 Persons covered by this contract, i.e., classified employees:

A. Full-time Employees. Employees regularly scheduled to work the hours set forth in Article 14, Section 14.1 (Work Schedule & Workday).

B. Part-time Employees. Employees regularly scheduled to work less than the full-time schedule (Article 14, Section 14.1), but at least twenty (20) hours per week.

C. Part-time Hourly Employees. Employees regularly scheduled to work less than twenty (20) hours per week.

D. Persons who exceed hour limitations of Short-term Employees. Short-term employees who exceed the day limitations of short-term employees as defined in Section 7.2E.

7.2 Persons not covered by this contract. All employees not falling within one of the above definitions, including:

A. Substitutes. A substitute is a person hired, with or without advertisement, on an hourly basis, to take the place of a bargaining unit employee who is ill or on leave of absence. Said person shall not occupy a substitute classification for more than fifty percent (50%) of the fiscal year (26 weeks) except when the person, whose job is temporarily being filled, continues to be ill or absent. The first two weeks of a substitute assignment will count towards the short-term employee's maximum time limit. (See Section 7.2E).

B. Apprentices as defined by the Code.

C. Professional experts as defined by the Code.

D. Students performing student assistant work as defined by the Code. For purposes of this section, the term "student" should be defined as a person who is eligible for the college work study program, enrolled in the work experience education program, or enrolled in twelve (12) or more units.

E. Short -Term Employees. A short-term employee is a person working less that one hundred sixty (160) duty days per fiscal year. A short-term employee may not work in a dual role as a student assistant.

7.3 Limitation on Student Assistants. A student may not engage in student assistant work as defined by the Code for more than eighty-five (85) hours per month, except during vacation periods. Use of a single or combination of student assistants shall not be for more than thirty (30) hours per week to displace or replace a full-time classified position.

7.4 Probationary Period.

A. A new employee shall serve a probationary period of six (6) full working months subject to dismissal at any time during this period. The work performance and efficiency of the employee will be appraised on the prescribed District form by the employee's immediate supervisor at the end of the third (3rd) and fifth (5th) months.

B. At the fifth (5th) month appraisal, the employee will be recommended for either regular status and salary step raise, if applicable, or for termination. Should the immediate supervisor fail to recommend the employee for regular status prior to the employee's six (6) month anniversary, the employee will automatically pass into regular status and receive a salary step raise, if applicable.

C. Should the supervisor recommend termination after having missed the due dates for the third (3rd) and/or fifth (5th) month evaluations, the employee shall receive an automatic three months' extension of probation. The due dates shall be considered to be missed if the employee conference is not held within ten (10) working days of the third (3rd) and fifth (5th) month anniversary dates.

D. Should the immediate supervisor or the employee believe an extension of probation would be beneficial, such extension may be requested in writing prior to the completion of an employee's probationary period. An extension, not to exceed three (3) months, shall require agreement between the employee involved and the District, with notification to the Federation.

7.5 Part-time Employees. The campuses/district will make reasonable efforts to post opportunities for additional assignments. Qualified part-time employees, covered by this contract, interested in additional work assignments in the same or similar position classifications, will be responsible to make their intent known to the responsible manager posting the assignment. Employees who work twenty (20) or more hours but less than forty (40) hours per week will be limited to the campus/district site assigned. The District reserves the right of assignment and complete discretion for any additional hours assignment(s).

7.6 Reemployment.

A. If a permanent employee terminates and returns to the District within thirty-nine (39) months, all former time in classifications held will be counted for seniority purposes.

B. When a permanent employee returns to the District, within thirty-nine (39) months, the employee shall have restored all the rights, benefits, and burdens in the classification to which reinstated or reemployed.

ARTICLE 8. UNIFORMS.

8.1 Uniforms.

A. District Requirement. The District shall purchase uniforms for the employee when the District requires the uniform to be worn by the employee.

B. District Approval. The uniforms supplied shall include the items listed below. Each item shall be approved by the District as to style, color, quality and insignia.

1. Up to five (5) shirts per year.

2. One (1) jacket for employee whose work requires outdoor duty.
3. Raincoat, overalls, smock, lab coat, apron, other specialized clothing, etc., when required by the District.
4. Trousers/shorts when required by the District for safety or appearance.
5. Full-time security personnel shall be provided one pair of shoes per year.

C. Uniform Maintenance. The maintenance of uniforms is the responsibility of the employee. Replacement of lost or damaged garments will be the responsibility of the employee except in cases where the loss or damage is the direct result of work-related activities.

D. Advisory Committee. Each District entity--Orange Coast College, Golden West College, Coastline Community College, District and KOCE--may form an advisory committee with equal representation from each group of employees who are required to wear uniforms. Such committees shall make their advisory recommendations to the designated College administrator for submission to the District for final approval.

ARTICLE 9. EMPLOYEE PERSONNEL FILES.

9.1 Official File.

A. The official personnel file of each employee shall be maintained at the Office of Human Resources. Complimentary items shall be forwarded as soon as possible.

B. No adverse action of any kind shall be taken against an employee based upon materials which have not been forwarded to the Office of Human Resources for inclusion in the employee's personnel file or materials contained in the file that are more than two (2) years old. Adverse materials shall be forwarded to the Office of Human Resources within a reasonable period of time in order to be included in the employee's file.

C. Derogatory material placed in a personnel file shall be destroyed upon the request of a bargaining unit member when such material is more than two (2) years old. The two-year period does not preclude the employee and the Vice Chancellor for Human Resources from agreeing to remove any material in the personnel file at any time. The review of any employee's personnel file by any administrator, manager, or supervisor must be approved by the Vice Chancellor of Human Resources or designee.

9.2 Right of Employee Review. An employee shall have the right, by appointment, during normal working hours and without loss of pay, to examine any material(s) in the personnel file with the exception of those things excluded by law. Copies of materials requested by the employee from the personnel file will be provided.

9.3 Right of Response. An employee shall be provided with copies of any adverse written material before it is placed in the official personnel file. The employee shall be given a reasonable amount of time, during normal working hours and without loss of pay, to prepare a written response to such material. The written response shall be forwarded to the Office of Human Resources within ten (10) days after the receipt of the material by the employee, where it will become a permanent part of the file.

9.4 Confidentiality. All personnel files shall be kept in confidence, except as required by a court of competent legal jurisdiction, and shall be available for inspection only to other District

employees when deemed necessary for the proper administration of the District's business or the supervision of the employee. When a personnel file is opened for other than routine purposes, a file utilization form shall show the name of the person opening the file, the date, and the purpose.

9.5 File Review by Others. Providing that the person has written authorization signed by the employee, or is accompanied by the employee at a time prearranged as mutually acceptable to all parties, other individuals (including representatives of the Federation) shall have the right to review an employee's personnel file.

ARTICLE 10. PERFORMANCE APPRAISAL.

10.1 Intent. The intent of the performance appraisal is to provide the employee with commendations and recommendations. This process will be used as a tool to enhance employee performance and provide a means to plan and achieve long term employment goals.

10.2 Performance Appraisal Form. Performance appraisals shall be completed on mutually agreed upon forms provided by the Office of Human Resources. This appraisal shall be based on job-related criteria.

10.3 Performance Appraisal Report. The immediate supervisor is solely responsible for the performance appraisal of each unit member and shall present the signed and dated performance appraisal report and discuss with the employee. The employee shall sign the report form to indicate receipt and shall be given a copy. The employee's signature on the report shall not be construed to indicate agreement with its contents. The report shall be forwarded through designated channels to the Vice Chancellor for Human Resources and shall be filed in the employee's official personnel file. Only those persons designated as management or supervisory shall have the authority to conduct and prepare performance appraisal reports. The conduct of the performance appraisal shall include direct observation of the employee on the job, employee's attendance, and observations of the supervisor. The employee will be informed by the management or supervisory person designated to prepare his/her performance appraisal report at the time of employment and upon subsequent changes.

10.4 Appraisal Schedule. The appraisal schedule in the subsequent paragraphs does not preclude additional performance appraisals as conditions merit. Such interim appraisals shall not be carried out in an arbitrary or capricious manner. No interim appraisal shall be given prior to sixty (60) working days from the date the employee received the previous appraisal.

A. Probationary Employees. Within ten (10) working days of the end of the third (3rd) and fifth (5th) months of service. (Refer to Article 7, Section 7.5A (Probationary Period).)

B. Permanent Employees.

1. One (1) year following the completion of the probationary period. This date will become the review date.
2. Thereafter, at least once every two years following the review date.
3. All appraisals shall be completed no later than thirty (30) working days after the review date. If the appraisal is not completed on schedule, unless the employee agrees to an extension, the Office of Human Resources will note the completion of the appraisal period, and the two (2) year schedule will be resumed.

C. All Employees. At the request of the employee or when either the supervisor or employee moves to another location.

10.5 Employee Reply. The employee may, within seven (7) working days of receipt of the performance appraisal report, forward a written statement of response to the immediate supervisor who shall forward it through designated channels to the Office of Human Resources. The employee's statement shall be attached to the appraisal. The appraisal and employee response shall be reviewed by the Vice Chancellor for Human Resources. Based on this review, a revised appraisal form may be filed.

10.6 Criteria for Appraisal. For any job related criteria in which an employee does not meet standards, the appraisal shall note specific instructions so that an employee can meet standards on the specific job related criteria in which improvement was needed. The employee's interim appraisal will be completed in 60 working days from the date the employee received the previous appraisal.

10.7 Alleged violation(s) of the appraisal process is subject to the grievance process.

ARTICLE 11. VACANCIES, TRANSFERS AND PROMOTIONS.

11.1 Job Vacancy.

A. Posting. When a job vacancy occurs or a new job is created, notice shall be posted and distributed at appropriate in-house locations including officially designated bulletin boards for a minimum period of ten (10) working days. A copy of the notice shall be sent to the Federation. The notice shall include job description, qualifications required, classification and wages.

B. Application. An employee may apply for any announced vacancy. An in-house applicant must satisfy the minimum qualifications announced for the position. Employees may submit an updated resume with the application.

C. Interview. In-house applicants who are deemed by the screening committee to meet the minimum qualifications required for interview for the position shall be interviewed for each vacancy. Following interviews, the committee will make recommendations for selection of an applicant.

D. Selection. In the event that the in-house applicant is not offered the position, the reason(s) for the denial will be provided in writing at the request of the employee. The District will permit the Federation to conduct a presentation during the new employee orientation.

E. Screening Committee. Each management or administrator screening committee shall consist of at least one classified representative appointed by the Federation.

F. Hiring Policy Committee. The District and Federation shall form an ad hoc hiring practice/policy committee to review and make recommendation(s) to improve the District's classified employee hiring procedures. The committee will consist of an equal number of District appointed and Federation appointed representatives. The committee will also review hiring procedures for short-term employees.

11.2 Definitions.

A. Transfer. A transfer is a move from an employee's present position to a new position.

1. Voluntary -- initiated by the classified employee who is seeking a transfer or initiated by the District with the freely given consent of the classified employee to be transferred. The District agrees to respond to all written voluntary transfer requests within thirty (30) days.

2. Involuntary -- initiated by the District without the consent of the classified employee to be transferred. The District agrees to give five (5) working days notice of such transfers, except in the case of an emergency. Such transfers will not be made in an arbitrary, capricious or discriminatory manner. When requested in writing by the unit member being transferred, the reason for the involuntary transfer shall be provided in writing.

B. Lateral Classification Change. A lateral classification change is a move from an employee's present position to a position in the same range but into a different classification.

C. Voluntary Classification Reduction. A voluntary classification reduction is a voluntary move from a classification held by an employee to another classification at a lower salary range.

D. Promotion. A promotional move is a change from one classification to another classification at a higher salary range.

E. Reclassification. A reclassification is a change in an employee's classification as a result of a change of duties in the same position over a period of time. (See Article 12.)

F. Reorganizational Reassignment. A change in classification initiated by the District, except in cases of layoff which are governed by Article 13.

11.3 Probationary Status in Vacancies, Transfers and Promotions.

A. Probation Requirement.

	<u>New Probation Waived</u>	<u>New Probation Served</u>
No classification change	yes	no
Lateral classification change	no	yes
Voluntary classification reduction	(see B.2)	(see B.2)
Promotion	no	yes
Reclassification	yes	no
Reorganizational reassignment	(see B.1)	(see B.1)

B. Exceptions.

1. Reassignments. Employees reassigned to a former classification in which they have held permanency shall not be required to serve a new probationary period.

2. Transfer and Voluntary Classification Reduction. A supervisor may waive the probation period if the employee has previously served a probation period with the same qualification requirements. During a hiring freeze, the probation period shall be waived in the event of an administrative transfer or classification reduction.

3. Failure to Complete Probation. In the event a regular classified employee accepts a promotion, or lateral or voluntary classification change and does not complete the probation, the District will place the employee in their previous permanent classification, or in an open position most nearly like the position previously held. This position may be a temporary position, until an open position becomes available at a salary no lower than the previous permanent classification held.

11.4 Salary Placement.

A. Step Placement.

	<u>Same Step Placement</u>	<u>New Step placement 1</u> <u>Range + 1 Step Guaranteed</u>	<u>Salary Closest to Previous Class</u>
No classification change	yes	no	no
Lateral classification change	yes	no	no
Voluntary classification reduction	no	no	yes
Promotion	(see B.1 below)		
Reclassification	yes	no	no
Reorganizational reassignment	(see B.2 below)		

B. Promotion and Reorganizational Reassignment.

1. An employee who makes a promotional move shall be placed upon the appropriate salary range at a step assuring a minimum of one (1) step plus one (1) range increase in salary. If an employee, prior to promotion, would have received an annual increment within the next six-(6) month period had the employee not been promoted, placement on the new step shall insure at least a one (1) step plus one (1) range salary increase beyond the regular annual increment increase. If the step placement using this method is lower than would have been recommended if the employee were not on staff, administration may recommend salary placement as if the employee were an outside candidate. The final determination for salary placement rests with the Vice Chancellor for Human Resources.

2. Salary step placement for an employee who is subject to a reorganizational reassignment shall be carried out as appropriate under Section 11.4A, with the following provisions:

(a) Reassignment to a lower class will be governed by Article 13, Sections 13.5 and 13.6.

(b) Reassignment to a lateral class will include the reemployment rights of Article 13, Section 13.5.

C. Salary Advancement. The employee's effective date of salary advancement will remain the same as established in the previous assignment if the same step placement is used. If a new step placement is used or the employee is placed at the salary closest to her/his previous classification, the employee will advance annually on the salary schedule unless she/he is placed on step 01. (Step 01 provides for an advance after six (6) months.) If an employee is eligible to receive an annual increment within the next six-(6) month period, placement on the next step shall insure at least a one (1) step plus one (1) range increase in salary.

ARTICLE 12. RECLASSIFICATION.

A District wide committee consisting of ten (10) members will be professionally trained by a mutually agreed upon classification consultant to periodically review positions in the classified service in regard to the kind and level of service administratively assigned. The Committee will continue to establish and/or designate appropriate classifications, to reclassify existing classifications, to redesign responsibilities within the organization, and to assign a classification to a position within the District's classification structure. Further, the Committee will make recommendations regarding titles, job specifications and ranges for newly created positions, as well as review any requests for added responsibilities or removal of responsibilities to existing job specifications. A representative of the Office of Human Resources shall serve as clerical support to the Committee.

12.1 Reclassification. (See Article 11, Section 11.2E) A request for reclassification of the current position may be submitted by the employee to the District's Office of Human Resources during the window period specified below. The Office of Human Resources shall provide the forms to the employee upon request.

12.2 Reclassification Schedule.

10/01 through 12/15	Application window period.
01/15 through 03/31	District Committee reviews and submits recommendations representing a majority of the Committee, to Vice Chancellor for Human Resources
04/1 through 04/20	Vice Chancellor for Human Resources reviews recommendations and notifies applicants of decision.
04/21 through 05/08	Appeal period.
07/01	Implementation date of reclassifications approved.

12.3 Reclassification Process

A. Reclassification Committee

1. A Districtwide Reclassification Committee shall be established to act on employee requests for reclassification and recommend modification, approval or disapproval of all reclassification requests. Findings and recommendations of this Committee shall be forwarded to the Vice Chancellor for Human Resources for consideration and recommendation. The Reclassification Committee shall be constituted by the Vice Chancellor for Human Resources who will appoint five (5) members and five (5) members will be appointed by the President of the Federation. The first Committee shall be established by lot for one (1) to five (5) years. An employee requesting reclassification shall be notified of the meeting at which his/her reclassification is to be reviewed. The employee may attend the meeting to make a personal presentation and release time will be granted. The reclassification committee will recommend procedures to the Vice Chancellor for Human Resources on how the committee will operate.

2. If the Vice Chancellor for Human Resources disagrees with the Districtwide Reclassification Committee, a response, in writing, to the Committee will be submitted stating the reasons.

(a) If a reclassification request is not approved, the Committee may recommend out of class pay. The out of class period and range must be identified and validation be made that the individual actually performed duties beyond their current job classification.

(b) If the recommended reclassification from the Committee is not approved due to fiscal or organizational reasons, the recommendation will be returned to the Committee for review of any out of class pay as in 2 (a) above.

3. If modifications are made to a job specification, all members in that classification shall receive a revised job class specification, which will be provided by the Office of Human Resources.

B. Appeal Process.

1. In the event that an employee requesting reclassification disagrees with the recommendation of the Districtwide Committee or the Vice Chancellor for Human Resources, the following procedure will be followed:

(a) The employee will have five (5) working days following receipt of the recommendation to appeal to the Vice Chancellor for Human Resources. The President of the CFCE or his or her designee shall be in attendance at the time Vice Chancellor for Human Resources meets with the employee. All written and verbal information will be available for review and discussion by the President of CFCE or his or her designee and the Vice Chancellor for Human Resources. Observations and information provided by the President will be considered in the decision making process. The appellant may have the assistance of a Federation representative. The employee may attend the meeting to make a personal presentation and released time will be granted. If the appellant is a member of the Office of Human Resources staff, the appeal will be conducted by the Vice Chancellor of Administrative Services or designee.

(b) Within fifteen (15) working days of receiving the appeal, the Vice Chancellor for Human Resources will make a final determination and send a written response to the appellant. The decision of the Vice Chancellor for Human Resources shall be final.

(c) If a recommended position reclassification request is denied, the Vice Chancellor of Human Resources shall return the recommendation to the Committee to recommend any appropriate out of class pay. The out of class period and range must be identified and validation be made that the individual actually performed duties beyond their current job classification.

12.4 Reclassification or Reassignment as a result of Reorganization.

A. An employee may be reassigned to another position at a higher salary range or equal as a result of reorganization. The reassignment will be in accordance with the procedures relative to promotion as outlined in Article 11.

B. If an employee is reassigned to a position at a lower range, she/he shall be Y-rated. The employee shall be given recall rights to a vacant position in her/his former classification.

C. If reorganization results in the displacement of an employee, the District recognizes the employee's permanence in his or her former classification, or in an eligible classification, and will place the employee in a vacant position if one exists. (See Article 11, Section 11.3B.3)

12.5 District Reclassification Decisions. The reclassification decisions of the District shall not be subject to the grievance procedure of this Agreement.

ARTICLE 13. LAYOFF PROCEDURES & REEMPLOYMENT RIGHTS.

13.1 Layoff and Reemployment. Should layoffs be required, the District shall in every way possible preserve the rights of the individual employee.

13.2 Definitions.

A. Classification. A term which defines those positions in the classified service according to an officially designated title.

B. Exclusions. The following categories of employment are excluded from seniority rights:

1. Probationary.
2. Non-regular employees (see Article 7, Section 7.2).

C. Equal Class (Lateral Class). The same salary range on the current salary schedule.

D. Higher Class. A higher salary range on the current salary schedule.

E. Lower Class. A lower salary range on the current salary schedule.

F. Layoff. The cessation of an employee's regular classified assignment or any reduction in hours that is other than the changes made as part of disciplinary action. (See Section 13.5)

G. Displacement Rights (Bumping). The right to displace or bump into a current, lateral or lower classification in which permanency has been attained is based on seniority. Seniority in a lower classification shall be computed on the basis of hours of paid service in the higher classification(s) plus hours of paid service in the lower classification(s) including hours worked while in a probationary status. When an employee's position is eliminated or the employee is displaced, the employee has the right to bump only into classification(s) currently or previously held. The employee will first bump into the current classification(s) and then into lateral classification(s) previously held. If the employee is then displaced from the lateral classification(s), the employee has the right to bump into the next lower classification(s) previously held.

H. Assignment to a Vacant Position. An employee who is qualified may be assigned by the District to a vacant position if the employee is unable to exercise any rights under Section 13.2G of this Article. The following conditions shall prevail:

1. The District shall determine which positions are vacant.
2. The District shall determine the employee's qualifications to be assigned to a vacant position in lieu of layoff.
3. An employee assigned to a vacant position shall serve a new probationary period.
 - (a) If the employee successfully completes the probationary period, the employee will be permanent in the new classification, but will not have waived the thirty-nine (39) month recall right to the former classification.
 - (b) An employee who is terminated during the probationary period is deemed to be on layoff. The time served in the probationary period will be subtracted from the thirty-nine (39) months to which the employee was originally entitled.
4. Assignment to a vacant position will be offered only once at the time of layoff notice. An employee will be considered for the recall rights, under subsection 13.5A.2 during the thirty-(30) day notice period.
5. No grievance may be filed as a result of any action taken under Section 13.2H of this Agreement.

I. Seniority. Seniority, subsequent to July 1, 1971, shall be determined by hours in paid status, excluding overtime, in assigned classification(s).

J. Reemployment. Reemployment is a provision whereby an employee who has been laid off or has voluntarily accepted demotion or reduction in hours has preferential rights to employment in vacant positions in classification(s) previously held, based on seniority.

K. Seniority - Reclassification. When the District acts to reclassify, and as a result, two (2) or more classifications are merged or titles are changed and a previous classification is abolished, the seniority of regular employees who are reclassified will be computed from the date of earliest entrance into the abolished classification(s). When a portion of the position(s) within the classification is reclassified, seniority in the new classification begins at the time of employment in the new classification.

13.3 Notice of Layoff and Reemployment: Written Notice. The District will make every reasonable effort to notify an employee of a potential layoff as soon as possible. Not less than thirty (30) days prior to the effective date of layoff, the District shall provide written notice to the employee, informing her/him of displacement rights, if any, and reemployment rights. Such notice shall specify the reason(s) and identify the employee by name, classification, and work location.

A. An employee who is on duty shall be notified by delivery of a written notice of layoff. The thirty-(30) day notice period will begin on the date the employee gives a statement verifying receipt of the written notice of layoff.

B. Employees who are on a leave of absence, vacation, industrial accident leave, or sick leave shall be notified of layoff by certified mail.

1. The first day of the thirty-(30) day period shall be the next succeeding calendar day following the date of delivery or attempted delivery of the notice by certified mail.
2. The notice of layoff shall be sent to the most recent address on file with the Office of Human Resources. It shall be the responsibility of the employee to keep the Office of Human Resources informed on how and where the employee may be contacted.
3. Should the certified letter be returned after attempted delivery has been made, it shall be deemed that the employee has been notified of layoff and the layoff shall be effective as of the end of the specified thirty-(30) day period.

13.4 Order of Layoff. Regular classified employees shall be subject to layoff only for lack of work or lack of funds. An employee whose position is being eliminated, whose schedule is being reduced, or who is being displaced, may elect layoff or may elect to become a candidate for reassignment to another position according to the following guidelines:

A. Layoff Option.

1. Within five (5) working days following written receipt of notice of the elimination of a position, reduction of schedule, or displacement, the employee shall notify the Office of Human Resources, of her/his choice of layoff or reassignment. The day of notice is not counted as one of the five (5) days. Employees who have been notified and are on duty shall respond in writing to the Office of Human Resources before 5:00 p.m. of the fifth (5th) working day.
2. Employees who are on a leave of absence, vacation, industrial accident leave, or sick leave shall have fifteen (15) calendar days from the date of notice, or until 5:00 p.m. on the day of return to duty, whichever is sooner, to inform the Office of Human Resources of this decision.
3. In all cases the employee shall have at least five (5) working days beyond the date of delivery or attempted delivery of the notice by certified mail.
4. It is the responsibility of the employee to keep the Office of Human Resources informed of how and where the employee may be contacted.
5. Should an employee fail to respond in writing to the Office of Human Resources within the designated time constraints, it shall be presumed the employee has elected layoff.

B. Reassignment to Another Position.

1. The employee shall be reassigned to a position in the following sequence. Should person(s) in the position(s) first described below have more seniority than the candidate for reassignment, that candidate shall be reassigned to position(s) described consecutively in this Section. Should all persons in positions described in this Section have more seniority than the candidate for reassignment, that candidate would be laid off except as provided in Section 13.2H.

(a) Current Classification. A position in the employee's current classification.

(b) Lateral Classification. A position in a lateral classification previously held.

(c) Lower Classification. A position in a lower classification previously held.

2. Employees reassigned under this Section will be placed in positions as defined in Sections 13.4B.1. (a), 1. (b), and 1. (c), above, whose incumbents have least seniority, which have:

- (a) Same proportion of full- or part-time (hours per day) and same proportion of contract months per year;
 - (b) Same proportion of full- or part-time (hours per day) but fewer contract months per year;
 - (c) Same proportion of full- or part-time (hours per day) but more contract months per year;
 - (d) Different proportion of full- or part-time hours and same contract months;
- (1) Fewer hours per day to a minimum of fifty percent (50%) assignment;
 - (2) More hours per day to a maximum of a one hundred percent (100%) assignment;
- (e) Different proportion of full- or part-time hours and different proportion of contract months. Consideration of hours is to be handled as in preceding Section 13.4B.2.(d).
- (1) Fewer contract months;
 - (2) More contract months.

13.5 Reemployment Rights.

A. Recall Rights.

1. A classified employee laid off because of lack of work or lack of funds is eligible for re-employment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants, without further qualifying examination, as a regular employee in a position in the former classification or lateral classification or as a regular employee in the next lower classifications in which the employee formerly had regular status. Individuals on the recall list shall be considered to have an employment relationship with the District.

2. If an employee is laid off as a result of a general cutback or reduction in force, she/he has the right to be recalled to any position for which she/he is qualified. Qualification standards for any position shall be determined by the District. An arbitrator may not set aside the decision of the District as to a particular qualification standard in any particular case, so long as the standard is reasonably related to the job requirements and it was not used in bad faith to discriminate against the grievant. Nor shall the fact that different standards apply in each college, or by department, be grounds for the arbitrator to set the standard aside or to conclude that discrimination or bad faith has occurred.

B. Employees who take voluntary reductions in assigned time in lieu of layoff shall be recalled to positions in their class with increased assigned time in order of seniority. Such employees who take voluntary reductions shall have an additional twenty-four (24) months available for recall to positions in their classification in addition to the thirty-nine (39) month period covered in A.1 above.

C. Reemployment Offer. An employee shall be offered reemployment in the same sequence as outlined in Section 13.4B of this Article.

D. Recall Procedure.

1. The Office of Human Resources shall notify an employee in a layoff status of a request to return to work, using certified mail. Certified letters will be forwarded to the last address provided to the District by the employee. It shall be the responsibility of the employee to keep the District informed of the latest mailing address.

2. The employee shall have up to ten (10) calendar days from the postmarked date of the notice to accept or decline the position being offered. Failure to reply within ten (10) calendar days will be considered a refusal. When an employee has declined two (2) offers of reemployment in the same classification from which laid off, with the same proportion of full- or part-time and same proportion of contract months, the employee shall have relinquished all reemployment rights. The employee shall have the right to decline three (3) offers of reemployment to positions other than in the same classification from which laid off with the same proportion of full- or part-time and the same proportion of contract months, until they have declined two (2) offers as per the prior sentence.

3. If the employee in a layoff status accepts the position being offered, the employee shall have up to fifteen (15) calendar days from the postmarked date of the notice to report for work. This does not preclude an employee from returning to work in fewer than fifteen (15) calendar days. Should the employee fail to report back to work within fifteen (15) calendar days, all reemployment rights are relinquished.

4. Should compliance with the fifteen (15) day requirement be precluded by circumstances beyond the control of the employee, reasonable extension of time may be granted by mutual agreement between the District and the employee.

13.6 Salary Placement. An employee who accepts a reassignment to a lower classification in lieu of layoff shall be Y-rated.

13.7 Probationary Period. An employee accepting a reassignment in lieu of layoff to a position in which she/he previously held permanency shall not serve a new probationary period.

13.8 Seniority Roster. The District shall maintain a seniority roster for all regular classified employees. A copy of each updated list shall be sent to the Federation in October of each year.

13.9 Maintenance of Benefits after Layoff.

A. Maintenance of Benefits - Layoff. Employees who have one (1) or more years of continuous service with the District in a regular classified position and who are laid off shall have medical, dental, vision, and life insurance benefits continued at District expense at the rate of one (1) month for each continuous year of service up to a total of six (6) months. The aforementioned benefits will be continued at the same level as in force prior to the layoff.

B. Maintenance of Benefits - Reduced Assignment. Classified employees who have one (1) or more years of continuous service with the District, who accept reduction in assigned time that affects benefits, shall continue to participate for eleven (11) months following the month in which the reduction occurs, in the same program of medical, dental, vision, and life insurance benefits in force for active employees in their prior F.T.E. as provided in Article 20.

C. Maintenance of Benefits - Employee Option. Employees who are eligible for, and participating in, the insurance program at the time they are laid off, or at the time District

paid benefits cease in accordance with Section 13.9A and Section 13.9B, above, have the option of retaining the insurance benefits at their own expense as long as they remain on the recall list and do not accept employment with another employer who provides such benefits.

13.10 Retirement in lieu of Layoff.

A. Retirement in lieu of Layoff. Regular employees with at least five (5) years of service credit under the Public Employees' Retirement System who are fifty (50) years of age or older, may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit an application for retirement to the Public Employees Retirement System. Notification in writing shall also be forwarded through the supervisor to the Office of Human Resources.

B. Reinstatement from Retirement. Any person subject to layoff for lack of work or lack of funds electing service retirement shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System that the retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently offered reemployment and accepts in writing the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees Retirement System has properly processed the employee's request for reinstatement from retirement.

13.11 Special Cases. Should cases not otherwise covered be identified during the displacement or reemployment processes, if an employee's previous classification having been eliminated, reclassified, or subdivided, it shall be the responsibility of the Vice Chancellor for Human Resources or designee to place the individual within a classification and a salary level most nearly like the position previously held by the employee.

13.12 Recall - Restoration of Benefits (Industrial Accident Leave, Longevity, Step Increments, Sick Leave and Vacation.) Employees recalled within thirty-nine (39) months shall have insurance benefits as provided by the District, effective the first day of the month following the first day of reemployment. All other rights shall be restored.

ARTICLE 14. HOURS AND OVERTIME.

14.1 Regular Work Schedules and Workday. The work schedule shall be forty-(40) hours per week. The workday shall be eight (8) hours, except as otherwise provided. These provisions do not restrict the extension of a regular workday or work schedule on an overtime basis when such is necessary to carry on the business of the District.

14.2 Other Work Schedules. The District may establish a workday other than eight (8) hours per day (e.g., 9/80, 4/10, 4/9 and 1/4, including a flexible schedule). Holidays will be paid in accordance with the employee's scheduled workday and under the provisions of Article 16. A compensatory day will be granted for a holiday which would have normally fallen on a scheduled workday but falls on a day off under a 4-10 or modified work schedule. In such cases, the overtime rate will be paid for all work in excess of the scheduled ten - (10) hour workday or forty - (40) hour work week. (See Appendix B for Flex guidelines).

14.3 Work Week. A regular work schedule shall consist of not more than five (5) consecutive working days for any employee having an average work day of four (4) hours or more during a work week. A regular work schedule of five (5) consecutive days may begin on any day of the

week and at any hour of the day. Changes to employees' regular work schedule cannot be modified without first consulting with the employee.

14.4 Fluctuating Daily Schedule.

A. Employees may have a fluctuating schedule due to the demands of the job. The supervisor will explain to the employee the need for the change in hours. The employee will receive at least forty-eight (48) calendar hours' notice prior to having the hours of the regular schedule changed after consultation between the employee and supervisor. The days of the work week may be changed with one (1) week's notice to the employee. A fluctuating schedule shall not be implemented to avoid the payment of overtime.

B. An employee on a fluctuating schedule whose regular schedule has been adjusted shall have a rest period of at least ten (10) hours between the end of the assignment on one day and the time scheduled to report on the next day. An employee receiving less than ten (10) hours will receive, in addition to any other compensation, the regular overtime rate for all time worked prior to the completion of the tenth (10th) hour from the end of the previous day's assignment. This provision shall not apply if the employee requests a short turnaround and the supervisor agrees.

C. This Section shall be applied only to those classes whose duties require fluctuations in daily working hours.

D. Interpreters for the deaf shall be excluded from provisions of this Section.

E. This provision shall not apply if waived by the employee.

14.5 Definition of Shifts. The workday is eight (8) hours (except as otherwise provided) and may begin at any hour of the day.

A. Day Shift. When over sixty percent (60%) of the time worked in a position falls between 8 a.m. and 5 p.m. the position shall be designated as a day shift position.

B. Swing Shift. When forty percent (40%) or more of the time worked in a position falls between 5 p.m. and midnight, the position shall be designated as a swing shift position.

C. Graveyard Shift. When forty percent (40%) or more of the time worked in a position falls between midnight and 8 a.m. the position shall be designated as a graveyard shift position.

D. Split Shift. When forty percent (40%) or more of the working days are broken by an interval of two (2) or more hours (without pay), the position shall be designated as a split shift position.

E. Weekend Shift. When forty percent (40%) or more of the time worked in a position falls between 12:01 a.m., Saturday, and 12:00 midnight Sunday, the position will be described as a weekend shift.

14.6 Shift Differential.

A. Shift differentials are as follows:

Shift

Add to Base Salary

Day	0%
Swing (40% after 5 p.m.)	5.0%
Graveyard (40% after midnight)	7.5%
Split (minimum 2-hr break)	2.5%
Weekend shift	5.0%

B. An employee whose regular assignment is on the swing, graveyard, weekend, or split shift, and who is temporarily assigned to another shift, will not lose the differential payment unless the temporary assignment is twenty-two (22) consecutive working days or longer. If a temporary schedule change results in a shift assignment that carries a differential, or a higher differential, for five (5) consecutive working days or longer, the employee will receive the higher differential for the total period.

C. An employee whose regular assignment is a combination of more than one of the shift differentials defined above will receive up to a maximum of ten (10) percent differential rate for the entire work assignment. Those employees who are hired prior to the execution of this contract shall not be effected by 14.6.C.

14.7 Lunch Periods.

A. Bargaining unit employees are guaranteed an uninterrupted lunch period. Lunch periods are sixty (60) minutes in length, except for flex schedules, but may, with the consent of the employee and the immediate supervisor, be thirty (30) minutes in length. No employee shall be required to work for a period of more than five (5) consecutive hours without a lunch period, except that when a work period of not more than six (6) hours will complete the day's work, the lunch break may be waived by mutual consent of the supervisor and the employee.

B. If an employee's lunch period is interrupted by the immediate supervisor or a person in higher authority, the employee is entitled to extend the lunch period that day by thirty (30) minutes in addition to the time spent carrying out the duties required.

14.8 Overtime. The District agrees to compensate employees at the rate of one and one-half (1-1/2) times the employee's regular rate of pay (including shift differential) for each hour of work in excess of eight (8) hours work in one day or forty (40) hours in one week. (Exception: any approved Plan.) No overtime will be paid unless approved in advance by the appropriate supervisor.

14.9 Assignment of Overtime. An employee may refuse overtime work, except in case of emergency. The District shall make every attempt to distribute the overtime work evenly among the qualified employees who agree to work overtime. If a scheduling problem exists, seniority on a rotating basis shall prevail.

14.10 Average Workday of Four (4) Hours or More. Employees having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) consecutive day following the commencement of their work week at a rate equal to one and one-half (1-1/2) times their regular rate of pay (including shift differential).

14.11 Average Workday of less than Four (4) Hours. Employees having an average workday of fewer than four (4) hours during the work week shall be compensated for any work required to be performed on the seventh (7th) consecutive day following the commencement of the work week at a rate equal to one and one-half (1-1/2) times their regular rate of pay (including shift differential).

14.12 Overtime in Multiple Assignments. When an employee works in two (2) or more different classifications during the work week and is entitled to overtime pay, compensation will be computed at the rate appropriate to the classification of work performed. The appropriate rate shall be determined by the supervisor who assigns the overtime.

14.13 Compensatory Time. An employee may be granted compensatory time off in lieu of overtime compensation. Such compensatory time off shall be at the rate of one and one-half (1-1/2) hours for every hour of overtime worked and will be taken within twelve (12) months following the end of the month in which the overtime was worked. Compensatory time shall be scheduled with the supervisor to meet the needs of the department. If compensatory time is not taken within a twelve-(12) month period, it will be paid at the current overtime rate as prescribed under the provisions of Section 14.8.

14.14 Rest Periods. The authorized rest period shall be based on the total hours worked daily at the rate of fifteen (15) minutes per four (4) hours. Employee rest periods will be scheduled approximately in the middle of each work period. (In the case of the Four-Ten Plan, three (3) fifteen (15) minute rest periods shall be authorized.) Employees who work less than three and one-half (3-1/2) hours per day are not authorized the rest period. Time from unused rest periods may not be used to lengthen the lunch break or shorten the work day.

14.15 Reporting Time Pay.

A. Emergency Call Back. An employee called back to work after the completion of the regular assignment shall be reimbursed a minimum of three (3) hours pay at the employee's overtime rate. Any time worked in addition to the first three (3) hours shall be compensated at the regular overtime rate of actual time worked.

B. Emergency Call In. An employee called to work on an emergency basis on a day other than when the employee is regularly scheduled to report is guaranteed a minimum of three (3) hours pay at the overtime rate. In addition, the employee is guaranteed at the overtime rate two (2) additional hours of pay beyond any actual time worked after the first sixty (60) minutes. (1st example: an employee is called in, works thirty (30) minutes, receives three (3) hours pay. 2nd example: an employee is called in, works one (1) hour and thirty (30) minutes, receives three (3) hours and thirty (30) minutes pay. 3rd example: an employee is called in, works three (3) hours, receives five (5) hours pay.)

C. Standby Duty. There will be no standby duty for any bargaining unit employee.

D. Inconvenience Pay. Management will determine when inconvenience pay is to be realized by a bargaining unit employee. An employee will become eligible for inconvenience pay if an employee has not been scheduled to work and is contacted during off-duty hours to help resolve a problem without the need to come in. Inconvenience pay shall be paid at the overtime rate of pay.

14.16 Adjustment of Assigned Time. The workday and work week for part-time employees shall be established by the District. The workday so established shall be the basis for determining vacation, sick leave, and holiday pay for part-time employees. An employee who

works an average of thirty (30) minutes or more per day, in excess of the regular assignment, for a period of more than twenty (20) consecutive work days, shall have the benefits adjusted upward and recalculated to reflect the longer hours effective on the twenty-first (21st) day. The increased benefits will continue as long as the employee is assigned to the increased schedule.

In addition, the employee may request, and the District will examine, whether or not the percentage of assigned time should also be adjusted upward.

14.17 Work Calendars of less than Twelve (12) Months.

A. All employees on such calendars will be notified no less than thirty (30) days prior to the end of the spring semester of their duty calendar for the following year.

B. The District may modify an individual calendar, as established in Section 14.17A, by written notification to the employee. The notification will include the reason for the change. The District will provide the Federation with a copy of the Notice of Change at the same time as the employee is notified.

C. Individual employee variations from established work calendar may be arranged by mutual agreement between the employee and the employee's immediate supervisor according to established District procedures.

ARTICLE 15. VACATION.

15.1 Vacation Accrual. Regular employees will earn vacation according to the following schedule. Employees working less than full-time will have their vacation earnings prorated at a percentage equal to the percentage of their contract.

<u>Years of Service</u>	<u>Earned Vacation</u>	<u>Balance Allowed on July 1</u>
1-3 years of service	8 hrs/month of service (1 day/month--12 days/yr)	144 hrs
4-5 years of service	9.33 hrs/month of service (1.16 days/month--14 days/yr)	168 hrs
6-9 years of service	10.66 hrs/month of service (1.33 days/month--16 days/yr)	192 hrs
10-13 years of service	12 hrs/month of service (1.50 days/month--18 days/yr)	216 hrs

14+ years of service

13.33 hrs/month of service

(1.66 days/month--20 days/yr)

240 hrs

15.2 Vacation Scheduling.

A. Efforts will be made to enable vacation to be taken at times requested by and convenient to the employee consistent with the needs of the District. An attempt will be made to approve and assign vacation periods in a manner which is fair to all employees. If a scheduling problem exists, seniority on a rotating basis shall prevail. Employee vacation requests shall be in writing and approved or denied by the supervisor within five (5) working days. Denial of request will be in writing.

B. When an employee, to meet the convenience of the District, is not permitted to take vacation, the amount not taken in excess of the allowable balance as provided in Section 15.1 shall be accumulated to carry over for use in the following fiscal year or, at the request of the employee, a lump sum payment shall be made for the excess accumulated vacation. A request for vacation time credit or lump sum payment shall be forwarded by the employee to the appropriate supervisor.

15.3 Vacation Compensation.

A. Eligibility to receive scheduled vacation or vacation pay will commence on the first (1st) day of the month following completion of six (6) months or one hundred and thirty (130) days of paid service in a regular assignment. No payment shall be made for accumulated vacation to an employee who terminates prior to attaining eligibility to receive vacation. Vacation will be paid at the employee's current rate of pay.

B. Employees who work less than a twelve-(12) month assignment will normally be assigned vacation time during the recess periods. Unearned vacation may be advanced for vacation assigned during recess periods when requested on the absence report. Excess vacation time may be scheduled during the regular work year in accordance with Section 15.2 of this Agreement. When convenient for both the employee and the District, an employee may request an unpaid leave of absence during recess periods.

C. Vacation may be granted that has not been earned, except as provided in Section 15.3A. In such cases, a written request must be initiated by the employee and approved by the immediate supervisor, appropriate College administration, and the Vice Chancellor for Human Resources or designee. Unearned vacation that has been granted shall be deducted from the employee's final salary warrant if the employee terminates prior to earning such vacation.

D. Employees who terminate generally will be required to use accrued vacation prior to the termination date. Any unused accrued vacation will be paid in a lump sum.

E. An employee who commences an approved vacation and subsequently becomes ill or bereaved before the vacation has been completed, may request that the appropriate amount of time be charged against sick leave and/or bereavement leave rather than vacation.

ARTICLE 16. HOLIDAYS.

16.1 Annual Holidays. Holidays will be granted on the basis of the established Annual District Calendar plus a floating holiday to be taken at a time agreed upon by the employee and the immediate supervisor. An absence report is required for the floating holiday.

16.2 Holiday Eligibility.

A. Compensation. When a regular employee is in a paid status either immediately preceding or immediately following a holiday on which they would have been normally scheduled to work, the employee will be paid for the holiday. While on a paid leave of absence (vacation, illness, or other), an employee shall be paid for any holiday which occurs during the leave, and such day shall not be charged to vacation or leave time.

B. In lieu of Day-off Compensation. Regular employees scheduled to work five (5) days per week, other than Monday through Friday, will be granted an in-lieu day off for any holiday that falls on the employee's normal day off. Regular employees scheduled to work less than five (5) days a week will be granted in-lieu holiday time prorated according to the employee's contract percent of full-time employment.

16.3 Holiday Compensation. When an employee is required to work on a District-approved holiday, such employee will be paid straight time for the holiday and one and one-half (1-1/2) times the regular rate of pay (including shift differential) for hours worked. Any employee who loses a holiday as a result of the holiday being moved to a non-paid status day shall be given a day off in lieu of the unused holiday. The employee and her/his supervisor shall mutually arrange a convenient date for the day off to be taken.

16.4 Holiday Scheduling. The Federation - Classified Unit shall have one (1) representative to serve on the District Calendar Committee which recommends the calendar for the academic year.

16.5 Holiday Schedule.

Independence Day	New Year's Day
Martin Luther King Day	Lincoln's Birthday
Labor Day	Washington's Birthday
Veterans' Day	Spring Holiday
Thanksgiving Holiday (2 days)	Memorial Day
Winter Holiday (9 days)	Floating Holiday (1 day)

ARTICLE 17. LEAVES OF ABSENCE.

17.1 General Provision.

The District will grant paid and unpaid leaves of absence to classified staff for the purposes outlined and subject to the conditions set forth in this Article.

General Conditions.

- A.** Employees shall make a written request for paid or unpaid leave as soon as possible, in accordance with procedural rules established by the District on the District provided application form. If paid leave is denied, the employee will be provided with a statement in writing giving the reason for such denial.
- B.** Upon approval, in accordance with procedural rules established by the District, an employee may be granted an unpaid leave of absence. (For good and sufficient reason(s), the administration may recommend an unpaid leave of absence without requiring the employee to exhaust all accumulated and earned vacation benefits.)
- C.** An employee who is absent without prior approval, because of illness or emergency, shall notify the office of the immediate supervisor as soon as possible. Failure to do so in a timely manner may result in ineligibility for paid leave and may be considered to be an unauthorized leave.
- D.** Upon return to work following an absence, the employee will complete a classified absence report and submit it to the immediate supervisor as soon as possible. Should the employee be absent more than one (1) week, an absence report will be filed weekly by the immediate supervisor during the period of absence.
- E.** Any absence during which the employee remains in a paid status will not be considered as a break in service.
- F.** Any personal leave granted without pay for ninety (90) calendar days or less, subsequent to Family Medical Leave where applicable, shall not be considered a break in service in computing anniversary dates for vacation and longevity benefits. Employees on an unpaid leave of absence which exceeds ninety (90) calendar days shall not earn vacation or sick leave benefits during the time the employee is in an unpaid status. Employees in an unpaid status for more than ninety (90) calendar days will not receive credit for salary advancement commencing on the ninety-first (91st) day of their absence.

17.2 Sick Leave

A. Sick Leave - Earned. "Earned" sick leave is the number of hours the employee shall be entitled to earn each month at their full rate of pay for illness or injury. Therefore, employees scheduled to work (40) hours per week, twelve (12) months per fiscal year shall be entitled to earn eight (8) hours per month for a total of ninety-six (96) hours of sick leave per fiscal year.

1. Probationary Sick Leave. Probationary employees who are scheduled to work forty (40) hours per week, twelve (12) months per fiscal year, shall not be eligible to use more than forty-eight (48) hours of sick leave during the first six (6) months of their employment.

2. Sick Leave for less than full-time Employment. Regular employees scheduled to work less than forty (40) hours per week and/or less than twelve (12) months per full fiscal year are entitled to that proportion of ninety-six (96) hours of "earned" sick leave **and eight hundred (800) hours of "extended" sick leave** per fiscal year as the employee's number of scheduled work hours relates to a full time work schedule.

B. Sick Leave - Accumulated. "Accumulated" sick leave is the unused sick leave which was "earned" but not used from the previous year(s). This "accumulated" sick leave carries over to the new fiscal year at the employee's full rate of pay for illness or injury. There is no maximum to the number of "accumulated" sick leave hours at full pay which an employee may accrue.

C. Sick Leave - Extended. "Extended" sick leave is the number of hours the employee shall be entitled to each fiscal year which extends beyond their "earned" and "accumulated" sick leave. This "extended" sick leave is paid at fifty percent (50%) of the employee's full rate of pay. The combination of "earned", "accumulated" and "extended" sick leave shall not exceed eight hundred (800) hours per fiscal year. If the employee has more than a total of eight hundred (800) hours of "earned" and "accumulated" sick leave, then they are not entitled to "extended" sick leave for that fiscal year.

Illustration:

800 HOURS		
"Earned" Sick Leave (Current Year)	"Accumulated" Sick Leave (Prior Years)	"Extended" Sick Leave
96 hours	Unlimited hours	Difference between 800 hours and the combination of Earned + Accumulated Sick Leave

Example #1: Employee with less than eight hundred (800) hours of "earned" and "accumulated" sick leave in a fiscal year.

Earned S. L.	Accumulated S. L.	Subtotal	Extended S. L.	Total
96 hours +	160 hours =	256 hours +	544 hours =	800 hours

Example #2: Employee with more than eight hundred (800) hours of "earned" and "accumulated" sick leave in a fiscal year.

Earned S. L.	Accumulated S. L.	Subtotal	Extended S. L.	Total
96 hours +	904 hours =	1000 hours +	N/A =	1000 hours

D. Short-Term Disability. Employees who have attained permanency and who become totally disabled due to illness or injury may be eligible to receive short-term disability benefits. (Refer to Article 20, Section 20.1E.1 for eligibility). An employee who is determined by a physician to be totally disabled for a period which exceeds fourteen (14) calendar days may receive short-term disability benefits. The benefit is paid only when an employee is entitled to extended sick leave and while an employee is in the one hundred (100) working day period. If approved, the employee receives fifty percent (50%) of their salary in the form of extended sick leave plus fifty percent (50%) of their salary in the form of short-term disability benefits totaling one

hundred percent (100%) of their salary. The benefit is paid through District payroll. All claims are subject to review and the guidelines of the plan.

E. Long-Term Disability. Employees who have attained permanency and who become totally and continuously disabled for a period of more than one hundred (100) working days may be eligible to receive long-term disability benefits. (Refer to Article 20, Section 20.1E.2 for eligibility.) This coverage provides up to sixty percent (60%) of the salary the employee earned before becoming disabled. Long-term disability claims are subject to approval by the insurance company that provides the benefit.

F. Medical Release. An employee may be required to furnish a medical release in those circumstances where the District determines that a need exists for such a release.

G. Quarantine. An employee shall continue to receive a remuneration from the District at the regular rate of pay for a period during which the employee is quarantined by city or county health officers because of another person's illness.

H. Long-Term Disability Medical Continuation Plan. Any Employee who is eligible and receives long-term disability will receive the District's medical insurance plan for themselves while on disability. When all paid leave is exhausted and the employee is placed on a thirty-nine (39) month reemployment list, the District will continue the employee's medical insurance at the rate of three (3) months for each year of service, to a maximum of thirty-nine (39) months.

17.3 Bereavement Leave.

A. Length of Leave. When the death of any member of the immediate family of the employee occurs, the District agrees to grant necessary leave of absence with pay at the employee's regular rate (including shift differential), not to exceed three (3) days if travel of less than two hundred and fifty (250) miles one way is required, and not more than five (5) days if travel of more than two hundred and fifty (250) miles one way or out-of-state travel is required.

B. Definition of Immediate Family. Members of the immediate family shall mean the step or natural child, mother, father, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchild of the employee or employee's spouse, and the spouse, son-in-law, daughter-in-law of the employee, or any person living in the immediate household of the employee. Persons other than relatives as noted herein who may have been reared by or with the employee will be considered as relatives for bereavement purposes. Under special circumstances, and with the approval of the Vice Chancellor for Human Resources or designee, other persons may be considered as relatives for purposes of granting bereavement leave.

C. Employees shall be required to complete a Classified Employee Absence Report and provide such proof of eligibility for bereavement leave benefits as may be required by the District.

17.4 Jury Duty.

A. Conditions of Leave. The District agrees to grant to an employee called for jury duty, in the manner provided by law, leave of absence without loss of pay for the time the employee is required to perform jury duty. The District may require verification of jury duty time served.

B. District Notice by Employee. An employee called for jury duty must notify the District of the service date(s) upon receiving said notice from officers of the court.

C. Jury Duty Compensation. The District shall grant full compensation. Fees received by the employee, excluding travel and subsistence expenses, shall be remitted to the District.

17.5 Military Leave. Employees shall be granted military leave to which they are entitled under law.

17.6 Industrial Accident and Illness Leave. Employees who have attained permanency shall be entitled to industrial accident and illness leave provisions of the law. Allowable industrial accident and illness leaves for classified employees shall not be for less than sixty (60) working days in any one fiscal year for the same accident.

17.7 Pregnancy/Maternity Leave. Pregnancy shall be regarded and handled by the District in the same manner as any other temporary physical disability.

17.8 Adoption Leave. An employee may utilize up to two (2) days within six (6) months of the adoption of the employee's child.

17.9 Personal Necessity. An employee may use as many as seven (7) days of accumulated sick leave in any fiscal year for instances of personal necessity for the following reasons:

A. Death in Immediate Family. Death of a member of the employee's immediate family as defined in Section 17.3B 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 absence form.

B. Accident or Emergency Illness. Accident or emergency illness involving the employee's person or property or the person or property of a member of the immediate family and of such nature that the employee'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. Personal Business. Three (3) days maximum, for compelling personal reasons.

E. Birth or Adoption. The birth or adoption of the employee's child.

17.10 Witness Leave. An employee who is subpoenaed as a witness, excluding professional or expert witness, shall be paid by the District for such time as responsibilities as a witness require absence from the employee's assignment. Employees shall receive their regular rate of pay, less the amount of fees received for serving as a witness.

17.11 Family and Medical Leave.

(A) Employees who have been continuously employed at least twelve (12) months and working for 1,250 hours are eligible under Federal and State laws for unpaid Family and Medical Leave. Leaves may be granted for up to twelve (12) weeks in a one-year period. Leaves must be granted in accordance with time periods applicable to state and Federal law.

(B) Unpaid leave is permitted for the following reasons: to care for the employee's newborn child, or a child placed with the employee for adoption or foster care (State and Federal law run concurrently for twelve (12) week period allowed for care of newborn, adopted, or foster child); to care for the employee's spouse, son, daughter or parent who has a serious health

condition including pregnancy; or, for a serious health condition that affects the working conditions of the employee. Leave does not constitute a break in service for purposes of longevity, seniority, vacation, and/or sick leave under the articles of this agreement. Leave provided may be taken in one (1) or more periods as provided by law. Upon return from Family and Medical Leave, the employee shall return to the same or equivalent position with the District, including salary, benefits, and other employment terms and conditions. The employee shall provide thirty (30) days advance notice, when possible, of the need for leave except in the case of an emergency.

(C)The employee and dependent benefit coverage as provided under this Agreement shall continue as if the employee were actively at work. The District and the employee shall pay their respective portion of the premiums of the insurance benefit program during the leave. The District Benefits Office shall inform the employee of its interpretation of the leave for which the person is eligible in advance of the person taking leave. Notwithstanding any provision(s) of this Section, the employee shall be entitled to the most beneficial provision of State and/or Federal Law.

17.12 Unauthorized Absence.

An unauthorized absence is any absence from the employee's normal duty day without the approval of the immediate supervisor or other supervisor. Any unauthorized absence will be without pay and subject to further disciplinary action as provided under Article 22.

ARTICLE 18. PROFESSIONAL DEVELOPMENT.

18.1 Professional Development. The Professional Development Committee shall administer the Professional Development Program of the District as provided for under established Board policies.

18.2 Eligibility. To be eligible to participate in the program, the bargaining unit member must:

- A. Be employed in a permanent position.
- B. Have completed a probationary period of employment.
- C. Meet eligibility requirements as outlined in each program.

18.3 Professional Development Committee. The committee membership shall consist of seven (7) members appointed by the Federation, according to the following formula:

1. Two (2) representatives, Coastline Community College
2. Two (2) representatives, Orange Coast College
3. Two (2) representatives, Golden West College
4. One (1) representative, District Offices (including KOCE)

All CFCE-appointed representatives will serve a one-(1) year term, which will be renewed at the discretion of the CFCE. The committee shall elect a chairperson each year. The

representative of the Vice Chancellor for Human Resources shall serve as non-voting staff to the committee.

18.4 Procedures.

A. Procedures adopted by the Board of Trustees shall govern the work of the committee unless a change is mutually agreed upon by the Federation and the District at the request of the Committee.

B. The procedures shall provide for lower division credits to be taken with the Colleges of the District unless the Professional Development Committee approves an exception due to special circumstances.

18.5 Funding. The District will fund the Professional Development Program for bargaining unit members at fifty thousand dollars (\$50,000) per fiscal year. Encumbered funds by the District shall be carried over to the next fiscal year.

ARTICLE 19. SALARIES.

19.1 A. Regular Rate of Pay. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in the salary schedule. The regular rate of pay shall not include any shift differential required to be paid under this Agreement.

B. Salary Reduction. No employee will receive a salary reduction as a result of a change in the bargaining unit designation of the position which the employee holds (will be Y-rated).

19.2 Longevity Pay.

A. Regular Employees. Employees will be eligible for pro-rata longevity pay upon the completion of four and one-half (4-1/2) full years of continuous service as of the first duty day in December of any year. Any eligible employee terminating during the year will receive longevity pay at the time of separation based on time in service since the prior December 1st.

B. Method of Longevity Payment. All longevity pay shall be made as a lump sum payment and shall be paid during the month of December.

C. Rate of Longevity Pay. Longevity pay is based upon the increment rates listed below as they apply to the annual salary up to twenty thousand dollars (\$20,000.00) per year for the applicable year.

Years of Service	Amount of Payment
4.5	1-1/2% of base salary
6.5	1-1/2% additional
9.0	1-1/2% additional
12.0	2-3/4% additional
17.0	2-3/4% additional

19.3 Review of the Pay Plan.

A. The salary ranges of all classifications and the internal relationships of classifications may be reviewed periodically by the District. The Federation will be consulted in advance of any overall review.

B. A job specification shall be provided to the Federation when a new position is created or a current specification is altered, and to the employee whose position is affected.

19.4 Salary Schedules.

1998-1999 Effective July 1, 1998, add 4% to 97-98 Salary Schedule E.

1999-2000 100% COLA Percentage of 1998-1999 Salary Schedule + (50% of 1998-1999 actual growth dollars) divided by the total available general revenue (item VI. C from "Exhibit C" of the State Chancellor's P2 report for the prior fiscal year.

2000-2001 100% COLA Percentage of 1999-2000 Salary Schedule + (50% of 1999-2000 actual growth dollars) divided by the total available general revenue (item VI. C from "Exhibit C" of the State Chancellor's P2 report for the prior fiscal year.

19.5 Itemized Warrants. All regular warrants received by bargaining unit employees will be itemized in accordance with the County Payroll Office procedures.

19.6 Mileage. Bargaining unit employees who are required to use their vehicles for District business shall be reimbursed in accordance with procedures at the current mileage rate which is paid to other employees of the District.

19.7 Meals and Lodging. Bargaining unit employees shall receive the same consideration and payment, in accordance with District procedures, for required meals and lodging as are received by other District employees.

19.8 Movement on the Salary Schedule.

A. Employees will remain on step 1 on the salary schedule for a six-(6) month period in a paid status.

B. Employees on steps 2 through 4 on the salary schedule shall advance every twelve (12) calendar months.

C. Employees are moved on the salary schedule on the first (1st) of the month. Employees whose employment begins prior to the sixteenth (16th) of the month will receive credit for the entire month. Employees whose employment begins after the fifteenth (15th) of the month will receive no credit for that month. Employees will be advanced on the longevity schedule in accordance with Section 19.2.

19.9 Appointment in Acting Status/Working Out of Classification Pay.

A. Appointment of individuals in an "acting" status will normally be allowed when emergency or recruitment difficulties are encountered. Special arrangements for acting appointments must be made with the Vice Chancellor for Human Resources. Acting appointments shall not extend beyond three (3) months without review by the Vice Chancellor for Human Resources.

B. Should the person appointed in an acting status be a District employee and the acting position carries a higher salary range, the employee shall have the salary adjusted upward to the first (1st) step of the position filled which results in at least one (1) step plus one (1) range salary increase.

C. Employees appointed permanently to positions in which they are currently serving in acting status shall be given credit for time served toward satisfying the probationary period, for salary advancement and seniority credit.

ARTICLE 20. EMPLOYEE AND DEPENDENT BENEFITS COVERAGE.

[Note: This Article does not thoroughly describe your entire benefits package. Please refer to your insurance booklet for detailed coverage information.]

20.1 List of Benefits.

A. Medical Coverage.

1. Self-funded Plan.

(a) Employee Premium. The employee will contribute 1/2 of 1% of the base annual salary established by the salary schedule in effect on July 1st of that year, on a 10-month basis. The balance will be paid by the District.

(b) Dependent Premium. District to contribute 70% of dependent premium. Employee to pay remaining 30% by payroll deduction on a 10-month basis, up to a maximum of \$50.00 per month.

(c) Annual plan deductible will be \$150 per person per year; \$300 per family per year.

2. The Self-funded Plan includes, but is not limited to, the following:

(a) Preferred Provider Hospital Plan.

(b) Non-preferred Provider Hospital Plan.

(c) Preferred Provider Physician Plan.

(d) Out-patient Surgery.

(e) Second Surgical Opinion.

(f) Maternity Care Alternatives (Birthing Center).

(g) Hospice Care Alternatives.

(h) Home Health Care Alternatives.

(l) Prescription Medication Card.

3. Medical Plan Design Document. A detailed medical plan design document will be provided to all employees, annually, by the District.

4. Health Maintenance Organization. A Health Maintenance Organization option will be available to eligible employees.

(a) Employee Premium. The employee will contribute 1/2 of 1% of the base annual salary established by the salary schedule in effect on July 1st of that year, on a 10-month basis. The balance will be paid by the District.

(b) Dependent Premium. District to contribute 70% of dependent premium. Employee to pay remaining 30% by payroll deduction on a 10-month basis, up to a maximum of \$50.00 per month.

B. Dental Insurance.

1. Employee premium paid by District.
2. Dependent premium paid by District.
3. Deductible will be \$50 per person/per year, up to \$100 per family maximum.

C. Optical Insurance.

1. Employee premium paid by District.
2. Dependent premium paid by District.
3. Deductible will be \$5.00 per person.

D. Life Insurance.

1. Employee premium paid by District.
2. Voluntary dependent life insurance coverage when available will be paid by the employee.

E. Salary Continuation Due to Disability

1. Short-Term Disability. (This section coordinates with Article 17, Section 17.2.D). Employees who have attained permanency and who are employed at fifty percent (50%) or more of a full-time assignment are eligible for short-term disability benefits at District expense. Employees will be compensated to a maximum of one hundred percent (100%) of salary, including shift differential and professional growth stipend in effect at time of disability.

2. Long-Term Disability. (This section coordinates with Article 17, Section 17.2E). Employees who have attained permanency and who are employed at fifty percent (50%) or more of a full-time assignment are eligible for long-term disability benefits at District expense. Long-term

disability coverage provides a benefit to qualified disabled employees of up to sixty percent (60%) of pre-disability earnings upon completion of a one hundred (100) working day waiting period. Certain limitations will apply such as a maximum benefit period of twenty-four (24) months applying to mental/nervous conditions and that income received from other sources may be deducted from the sixty percent (60%) benefit. Long-term disability claims are subject to approval by the insurance company that provides the benefit.

F. Parking. One (1) parking permit will be supplied free by the District to each employee each semester.

G. Health Promotion. The District will make available to current employees programs in health promotion and preventive health services.

1. A joint District/Federation committee shall be established to make recommendations to the District on such programs.
2. This program is designed to minimize medical risks for the employees. Participation is voluntary and is intended to enhance, not duplicate, existing insurance benefits.

H. Employee Assistance Programs.

1. The District will make available to current employees programs to assist in such areas as chemical dependency and mental health.
2. Employees requiring treatment will be referred to agencies which are independent of the District.

20.2 Definition of Eligible Employees.

A. Regular full-time and regular part-time employees will be eligible for benefits. Individuals employed at seventy-five percent (75%) or more of a full-time assignment are eligible for full coverage from the date of employment. Dependent coverage will be available in accordance with Section 20.1A-D of this Article.

B. The District will share equally the premium costs for individuals employed from fifty percent (50%) through seventy-four percent (74%). Dependent coverage will be available in accordance with Section 20.1A-D of this Article.

20.3 Continuance of Insurance Benefits.

A. Leaves of Absence, Paid and Unpaid. Employees on paid leave are considered to be continuing employees, and no interruption to the insurance benefit program shall be imposed upon such employees. Employees on an unpaid leave extending beyond ninety (90) days shall have the District paid insurance benefit program terminated at the beginning of the month following the ninetieth (90th) day of leave. An employee may continue insurance benefit coverage for the remainder of the leave by paying the full premium expense(s) per District procedure. Termination of employment for any reason shall cease District-paid benefits on the last day of the month of employment with the District, unless covered under another section of this Agreement.

B. Death of the Employee. The District will, for twenty-four (24) months from the date of the employee's death, pay full premium medical and dental insurance in force for dependents of a bargaining unit employee who dies.

C. Retirement with 10 or More Years of Service. (See Article 21.1.B)

D. Retirement Benefit Age 70 or over. (See Article 21.1.C)

20.4 Federation Recommendations regarding Fringe Benefit Program.

A. The District will, as appropriate, seek recommendations and input from the Federation regarding the fringe benefits program.

B. The District wide Employee Benefits Advisory Committee shall be established with the primary objective of making recommendations to the District for maximizing benefits while containing costs. The committee will meet monthly and will report its activities and recommendations twice each year to the Vice Chancellor for Human Resources.

C. The Federation will be asked to provide a representative to the Districtwide Employee Benefits Advisory Committee. The committee will consist of one (1) representative from each employee bargaining unit, one (1) person representing Confidential employees, one (1) person representing Supervisory/Management employees, and one (1) person representing Management employees. The committee will be convened by the Vice Chancellor for Human Resources and will have as ex officio members the District's Insurance Advisor (s) and the Vice Chancellor of Business Affairs.

D. The Federation and the District agree that the self-insured employee benefits coverage will continue to be evaluated the purpose of maintaining or reducing the District's out-of-pocket expenses.

E. The District agrees to maintain the Child Care Committee.

20.5 Referral to Employee Assistance Program.

A. Preamble. The District and the Federation jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interests of the employees, the District, and the Federation that these illnesses be treated and controlled under the existing collective bargaining relationship. Our sole objective is to help, not harm. This program is designed for early intervention and rehabilitation, and not for employee discipline.

B. Employee Assistance Committee. To coordinate a program and to implement this policy, the Federation and the District agree to establish a joint committee on Employee Assistance. Committee members shall be appointed for an initial term of one (1) year by the President of the Federation and the Vice Chancellor for Human Resources. The committee shall elect its chairperson. The committee shall make recommendations to the District on the selection of health professionals and facilities to which employees may be referred. The committee shall establish procedures for such referrals which shall provide the highest level of confidentiality. It shall be the responsibility of all managers to follow the joint District and Federation Employee Assistance Program policies and procedures.

C. Protocol. The rights and benefits of this program shall be coordinated with other benefits provided for in this Article.

ARTICLE 21. RETIREMENT.

21.1 Continuation of Insurance upon Retirement.

A. Retirement with Fewer than Ten (10) Years of Service. Employees who fully retire under PERS with less than ten (10) years, but have five (5) or more years of service to the District, may elect to continue their medical, dental, life and optical insurance, including dependents, at their expense.

B. Retirement with Ten (10) or More Years of Service. Employees who fully retire under PERS with ten (10) or more years of service to the District shall retain medical, dental, life and optical insurance, including coverage for their dependents, until the retiree reaches the age of seventy (70). The District and the retiree will contribute towards those costs in the same amount as if the retiree had remained in active status. The retiree must pay to the District one (1) month in advance, an amount equal to that which is being paid by active employees.

C. Retirement Benefit Age 70 or over. Employees (75% to 100% assignment) who retire after the conclusion of the 1997-98 academic year and have ten (10) or more years of service to the District, shall receive an annual credit of up to \$3,000 to be applied only to the District's Medicare Supplemental Plan at the age of 70. The credit shall not apply to any HMO, Dental, or Vision Care premium. The credit applies only to the retiree and terminates upon the death of the retiree.

21.2 Additional Recognition for Meritorious Service. Classified staff members who retire with at least ten (10) years of service to the District, in recognition of their meritorious service, shall be granted the following:

- A. Certificate for years of meritorious service to be presented by the Board of Trustees.
- B. Lifetime library pass from the College library of their choice.
- C. Lifetime staff pass.
- D. One (1) parking permit annually without charge.

21.3 Pre-retirement Reduced Work Load Option.

A. Pre-retirement Reduced Schedule. The District offers a pre-retirement program which will allow partial employment for full-time employees approaching retirement. The program will give these staff members an opportunity to experiment with retirement through a reduced work load.

1. The employees must have been employed by the District as a regular staff member for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment, as defined by the retirement system of which the employee is a member.
2. The employee shall have reached age fifty-five (55) years by the effective date of the reduced schedule and shall not exceed the age of seventy (70) years in the school year in which the work reduction begins.
3. The employee must agree to retire and terminate services with the District at the conclusion of the employee's pre-retirement program, which program shall not exceed five (5) years, except by mutual agreement per Section 21.3A.8 of this article.
4. The employee must make application for participation in this program to the Vice Chancellor for Human Resources (copy of application must also be sent to the President of the CFCE at least sixty (60) calendar days prior to the first day on which the work reduction is to be

effective). The District will notify the Federation of such applications. The District may honor a late request due to unusual or emergency circumstances.

5. A pre-retirement program for any eligible employee will require a reduction in the employee's normal assignment. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the last year of service in a full-time position. The details of such an assignment must be worked out consistent with the needs of the department.

6. Except for the reduction in salary corresponding to the reduced work load, the District will provide an employee on this program with the same benefits provided full-time employees. The District and the employee on the program shall agree to make contributions to the retirement system, of which the employee is a member, equal to the amount that would have been contributed if the employee had remained in full-time employment. The employee on the program shall authorize the District in writing to deduct from the employee's pay such amounts as are necessary to pay the employee's one hundred percent (100%) retirement contribution. Sick leave and vacation, where applicable, are earned on a pro-rata basis.

7. An employee participating in the program is not eligible for professional leave.

8. An employee who elects to participate in the pre-retirement program shall enter into an agreement, five (5) year maximum, with the District respecting the terms and conditions of the employee's program. The employee must retire at the conclusion of the agreement. Such agreement shall be consistent with the provisions of this Article. The agreement can be revoked or amended only with the mutual consent of the parties.

ARTICLE 22. DISCIPLINARY PROCEDURE.

22.1 Definition of Discipline. Discipline is defined as any action which will result in the suspension, involuntary reduction in hours, involuntary reduction in class, involuntary reassignment as a corrective measure, or dismissal of a bargaining unit member with permanent status.

22.2 Reasons for Discipline. Discipline shall be imposed upon permanent employees of the bargaining unit for just cause as adopted by the Board of Trustees.

22.3 Disciplinary Action.

A. Major Disciplinary Action.

1. An employee subject to dismissal or suspension without pay for a period in excess of three (3) days, unless covered by Section 22.5 of this Agreement, shall receive written notice of the proposed action, the reasons therefor, and a copy of the charges and materials upon which the action is based. In performance-related issues, the employee will have received prior written notification that a condition existed which could result in disciplinary action and have had an opportunity to correct the condition. Prior to any disciplinary action taking place, the employee shall have the opportunity to respond, either orally or in writing.

2. An employee who is subsequently suspended without pay for four (4) or more days, or dismissed, may appeal the disciplinary action through the provisions of Article 6, beginning at Section 6.8A and extending through Section 6.8D of this Agreement. The District will bear the cost of the arbitrator. The cost of the court reporter, if any, will be shared equally by the

District and the Federation. All other costs incidental to the hearing will be borne by the party incurring them.

B. Minor Disciplinary Action. Disciplinary action of less than four (4) days' suspension (see Section 22.3A) may be imposed by the District after appropriate notification to the employee. In performance-related issues, the employee will have received prior written notification that a problem existed which could result in disciplinary action and have had an opportunity to correct the condition. Such disciplinary action is subject to the grievance procedure of this Agreement.

22.4 Notice of Cause. No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed the employee should have disclosed the facts to the District. The District shall exercise due diligence in investigating facts brought to its attention, which a reasonable person may conclude could lead to the discovery of inappropriate conduct or action.

22.5 Suspension. The District retains the right to suspend a regular employee without warning when it is necessary to protect lives or property, and to insure maintenance of order, or to protect the health and welfare of students or other employees. The District also retains the right to suspend an employee temporarily with pay.

ARTICLE 23. CONCERTED ACTIVITIES.

23.1 Concerted Activities. It is agreed and understood that there will be no work stoppage, slowdown or other refusal or failure to fully and faithfully perform job functions and responsibilities by the Federation or its agents, including compliance with the request of other labor organizations to engage in such activity.

23.2 Compliance. The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce bargaining unit members to do so. In the event of a work stoppage, slowdown, or other refusal or failure to fully and faithfully perform job functions and responsibilities by the employees who are represented by the Federation, the Federation agrees in good faith to take all reasonably necessary steps to induce those employees to cease such action.

23.3 Concerted Activities by Other Units. It is further agreed and understood, in the event of a concerted activity by any other employees of the District, that the District, recognizing the importance of the contributions of the bargaining unit to the continued efficient operation of the District, will make every reasonable effort to provide continued work for such employees and will make no significant changes in normal work schedules without notifying the Federation within twenty-four (24) hours of the necessity of such changes.

ARTICLE 24. JOB TRAINING.

24.1 Job Training. The District shall establish a job training program for bargaining unit employees. A committee shall administer this program. Membership shall be as follows:

A. Three (3) members appointed by the District, including a representative of the Office of Human Resources.

B. Four (4) members appointed by the Federation, according to the following formula:

1. One (1) representative, Coastline Community College.
2. One (1) representative, Orange Coast College.
3. One (1) representative, Golden West College, including KOCE.
4. One (1) representative, District Office (including D.I.S.).

Procedures and guidelines shall be formulated by this committee for recommendation to the District and Federation. The District shall fund the program at \$15,000 per year. Funds budgeted but not expended in one fiscal year will be carried over for use in the following fiscal year.

ARTICLE 25. NEPOTISM.

25.1 Nepotism. Relatives of employees may be employed by the District. Employment and assignment of such persons shall be such that an employee may not serve as a judge, advocate, or immediate supervisor in any situation involving a relative. Relatives, for this purpose, are defined in the same manner as set out in Article 17, Section 17.3B.

ARTICLE 26. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION, HARASSMENT, AND ADA

26.1 Non-Discrimination. The District and the Federation agree not to discriminate against any classified unit members on the basis of age, race, color, religion, national origin, gender, marital status, sexual orientation, physical and mental disabilities, political activities or affiliations, Vietnam veteran status or membership or non-membership in the CFCE.

26.2 Equal Employment Opportunity and Affirmative Action. The District and the Federation agree to implement equal opportunities for all qualified employees and applicants for employment without regard to age, race, color, religion, national origin, gender, marital status, sexual orientation, physical and mental disabilities, political activities or affiliations, Vietnam veterans status or membership or non-membership in the CFCE. In accordance with applicable Federal and State laws, the District and the Federation agree on the principle and concept of an Affirmative Action program and further agrees to work together towards the goals of this concept.

26.3 Harassment. No classified unit member shall be subject to any form of verbal, physical or visual harassment. In applying this Section the rights of free speech and association should be accommodated consistently with the intent of this Article.

26.4 Sexual Harassment. The District and the Federation recognize the problem of sexual harassment in the workplace and are committed to ending it. The District shall take all appropriate and reasonable measures to prevent and eliminate sexual harassment. Grievance processed under this clause will be handled with all possible confidentiality. Any form used to file a complaint against a member of this bargaining unit shall contain the statement "under penalty of perjury that the facts stated by the complaining party are true and correct."

26.5 Americans with Disabilities Act. The District and the Federation agree to comply with the Americans with Disabilities Act. The District agrees to make reasonable accommodation on a case by case basis. The District and the Federation shall meet to discuss concerns expressed by an employee regarding the implementation of the ADA. In order to insure meaningful discussions, the District shall allow access to all information requested by the Federation, and

approved by the employee, except for information that is exempt from disclosure under state and federal privacy laws.

26.6 The District and the Federation recognize that avenues outside of this Agreement exist for the legal determination of issues which deal with discrimination. Therefore, the exercise of grievance rights under this Article are subject to Article 6 of this Agreement only through Section 6.7B.

ARTICLE 27. AGREEMENT CONDITIONS AND DURATION.

27.1 Savings Clause. If any provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in force and effect.

27.2 Replacement of Invalid Provision(s). In the event of invalidation of any Article or Section of this Agreement, the District and the Federation agree to meet and negotiate within thirty (30) days after such determination, for the purpose of arriving at a satisfactory replacement of such Article or Section.

27.3 Duration. This Agreement shall become effective upon the execution by both parties, except as otherwise specified and shall continue up to and including June 30, 2001, the date of its expiration.

2001-02 Reopener. Should either party desire to reopen negotiations on the contract, the party must notify the other party in writing between February 1 and 28, 2001.

IN WITNESS WHEREOF the parties execute this Agreement this 5th day of August 1998.

COAST FEDERATION OF CLASSIFIED
EMPLOYEES/AMERICAN FEDERATION OF
TEACHERS, LOCAL 4794

COAST COMMUNITY COLLEGE DISTRICT

Paul Wisner, President

Dated: August 5, 1998

Walter G. Howald, President

Board of Trustees

Dated: August 5, 1998

John D. Renley, Ed.D.

Vice Chancellor for Human Resources

Dated: August 5, 1998

