

AGREEMENT

Between

**WEST HILLS COMMUNITY
COLLEGE DISTRICT**

And

**CALIFORNIA SCHOOL EMPLOYEES
CHAPTER 429**

2005-2008

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APPENDICES:

- A - Voluntary Recognition Agreement
- B - Salary Schedule and Regulations

ARTICLE 1. RECOGNITION

The District confirms its recognition of the Association as the exclusive representative of that unit of employees recognized by the District in accordance with the voluntary recognition agreement, which appears as Appendix A. The parties agree to review Appendix A and update it as necessary prior to the final adoption of the collective bargaining agreement.

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ARTICLE 2. DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

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 are in conformance with the law. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement during an emergency. The District shall have the sole and exclusive right to determine the impacts and effects of matters which are outside the scope of representation. On written request from CSEA, the District will

1 agree to negotiate over any impact or effect of matters which are
2 outside the scope of representation.

1 **ARTICLE 3. ORGANIZATIONAL SECURITY/ PAYROLL DEDUCTIONS**

2 Pursuant to the enactment of SB 1960, amending the Educational
3 Employment Relations Act ("EERA"), Government Code sections
4 3540.1, 3543, 3543.5 and 3546, the parties agree to the following
5 organizational security agreement.

6 3.1 Organizational Security

7 3.1.1 It is the mutual intention of the parties that
8 the provisions of this Article protect the
9 rights of individual employees without
10 restricting CSEA's right to require every
11 bargaining unit employee, except those exempt
12 from these provisions, to pay a fair share of
13 the cost of collective bargaining activities.
14 Except as expressly exempted herein, all
15 employees in the bargaining unit who do not
16 maintain membership in good standing in CSEA are
17 required, as a condition of continued
18 employment, to pay service fees to CSEA, in
19 amounts that do not exceed the periodic dues of
20 CSEA, for the duration of this agreement.

21 3.1.2 Except as expressly exempted herein, all
22 employees in the bargaining unit who are not
23 members of the Association as of the date of
24 ratification of this Agreement, and all
25 employees who hereafter enter the bargaining
26 unit, shall, as a condition of continued
27 employment, within 30 days of the date of
28 ratification of this agreement or their initial

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employment, become members of CSEA or pay to CSEA a service fee in an amount not to exceed the periodic dues of CSEA, for the duration of this agreement.

3.1.3 No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.

3.1.4 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in or financially support CSEA as a condition of employment with the District. However, such unit members may be required, in lieu of a service fee, to pay sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code as follows:

- YMCA
- YWCA
- United Way
- West Hills Community College Foundation
- American Red Cross
- Oxfam International
- Boys Club

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- Girls Club
- Boy Scouts
- Girl Scouts
- American Cancer Society
- American Diabetes Association

3.1.5 Any unit member who claims the religious exemption set forth above must file a written statement to this effect with the District and CSEA within 30 days of the ratification of this agreement or his/her initial employment. As a condition of continued exemption, the employee must furnish CSEA and the District with proof of such payments on an annual basis in the form of payment receipts or payroll deductions.

3.2 Dues and Service Fee Deductions

- 3.2.1 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for employees in the bargaining unit.
- 3.2.2 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are represented by the bargaining unit. CSEA will provide the District with a dues and service fee schedule.
- 3.2.3 The District shall, without charge, pay to CSEA according to the established payroll schedules,

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all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who have a religious exemption pursuant to this agreement. Charity deductions shall be made through authorized payroll deductions.

3.2.4 Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

3.2.5 The District shall notify the CSEA chapter treasurer if any member of the bargaining unit revokes dues, service fee or payment in lieu of service fee deduction authorization.

3.2.6 CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.

3.2.7 CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the employer

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has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.

3.2.8 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

1 **ARTICLE 4. ASSOCIATION RIGHTS**

2 4.1 Association Business / Use of Facilities

3 Association business, discussions, and activities will
4 be conducted by unit members and/or Association officials at times
5 other than established work hours as defined in this Agreement.
6 The Association shall have the right to reasonable use of District
7 buildings and facilities in conformity with the Civic Center Act
8 and in compliance with the following:

9 4.1.1 When an authorized Association representative
10 obtains advance permission from the Chancellor or designee
11 regarding the specific time, place, and type of activity to be
12 conducted; and

13 4.1.2 When the Chancellor or designee verifies that such
14 requested activities and use of the facilities will not
15 interfere with College programs and/or duties of unit members.

16 4.2 Association Literature

17 The Association may place literature in District
18 mailboxes or on designated bulletin board spaces subject to the
19 following conditions:

20 4.2.1 All postings for bulletin boards or items for
21 College mailboxes must contain the date of posting or dis-
22 tribution and the identification of the organization and a
23 notation that the Association President or his/her designee
24 authorizes the posting.

25 4.2.2 A copy of such postings or distribution must be
26 delivered to the Chancellor or designee at the same time as
27 posting or distribution; and

28 4.2.3 The Association will not post or distribute

1 information which is derogatory or defamatory of the
2 District or its personnel.

3 4.2.4 The Association agrees not to place literature in
4 District mail boxes or on designated bulletin board spaces
5 that urge the support or defeat of any ballot measure or
6 candidate, including, but not limited to, any candidate for
7 election to the governing board of the District in
8 accordance with California Education Code section 7054.

9 4.3 Released Time to Process Grievances

10 Unit members who are designated as Association
11 representatives will exclusively receive time off from duties for
12 the purpose of processing grievances beyond Level I of the
13 grievance procedure subject to the following conditions:

14 4.3.1 That no later than thirty (30) calendar days
15 following the ratification of this Agreement, the
16 Association will submit in writing to the Chancellor the
17 names of the five (5) unit members who are to be granted
18 released time for this purpose;

19 4.3.2 That the designated Association representative
20 shall notify her or his immediate supervisor at least
21 twenty-four (24) hours prior to release from duties for the
22 purpose of grievance processing so that a substitute may be
23 obtained, if necessary; and

24 4.3.3 That such released time shall be used only for the
25 purpose described herein;

26 4.3.4 There will not be more than one grievance meeting
27 scheduled at any given time.

28 4.4 Distribution of Agreement

1 The District shall provide copies of this Agreement to
2 members of the bargaining unit.

3 4.5 Seniority Roster

4 The District shall provide to the Association annually
5 on September 1, a complete seniority roster of all unit members
6 with dates of hire for each member. The roster shall indicate the
7 classification and primary job site of each employee.

8 4.6 Released Time - CSEA Annual Conference

9 Two (2) Association representatives shall be granted
10 released time without loss of compensation to attend the annual
11 CSEA conference. In order to utilize this leave, the Association
12 shall, not less than thirty (30) days in advance of the leave,
13 provide the District with notice of the dates of leave and the
14 identity of the unit members who will attend the conference. No
15 more than one representative from any one department shall be
16 granted said leave if the District determines that there would be
17 an adverse impact on that Department.

18 4.7 Roster of Officers / Stewards

19 Annually by January 2, of each year, CSEA shall provide
20 the District with a roster of its officers and job stewards
21 authorized to represent unit members.

22 4.8 Orientation Session

23 The Association shall have the right to conduct annually
24 for bargaining unit members a one (1) hour orientation session on
25 this Agreement during the day of orientation immediately before
26 the opening of each school year.

27 4.9 Released Time - Board Meetings

28 The Association President, or designee, will be granted

1 released time, without loss of pay, to attend meetings of the West
2 Hills Community College District Board of Trustees. In addition,
3 reasonable released time shall be granted officers of the
4 Association for the purpose of cooperatively administering the
5 terms and conditions of this Agreement.

6 4.10 Membership Meeting

7 The Association may conduct a membership meeting once a
8 month during the lunch hour. Unit members who ordinarily have
9 a thirty (30) minute lunch break will be granted on that day an
10 additional thirty (30) minutes of released time for the purpose of
11 attending the membership meeting.

12 4.11 Release Time Generally

13
14 4.11.1 CSEA will deliver a list of negotiation team
15 members, job stewards, and elected Chapter Officers to
16 the District by January 2nd of each year. The list will
17 include the names, job titles, Chapter office or title
18 held, and work phone number of each listed member. If
19 CSEA fails to provide this list by January 2nd the
20 District may deny release time until an appropriate list
21 has been provided to the District by CSEA.

22 4.11.2 The District understands that nothing in this
23 Agreement alters or takes away from the right of a
24 bargaining unit member to request that a representative
25 of their choice be present at disciplinary hearings or
26 meetings that could reasonably lead to discipline.

27
28 4.11.3 The District agrees to allow release time for the
29 following three categories of activities: (1)
30 negotiation of a new collective bargaining agreement or

1 contract re-opener negotiations; (2) face-to-face
2 meetings or hearings for the purpose of grievances,
3 administrative complaints, and discipline; and
4 (3) informational meetings and consultations with CSEA
5 Chapter leadership for the purpose of interpreting the
6 current collective bargaining agreement, discussing
7 possible changes to the current agreement, or changes in
8 the policy and practices of CSEA or the District.

9
10 4.11.4 In each category only the relevant listed members
11 shall be released from their normal duties to represent
12 CSEA or its members. In category (1) only the
13 negotiation team shall be released; in category (2) only
14 job stewards shall be released; and in category (3) only
15 elected Chapter officers shall be released.

16
17 4.11.5 With the exception of disciplinary hearings as
18 described in item two (2) above, only the negotiation
19 team members, job stewards, and Chapter Officers listed
20 by CSEA shall be granted release time for contract
21 administration, negotiations, and the defense of the
22 Association and its bargaining unit members in grievance
23 proceedings, disciplinary hearings or administrative
24 complaints.

25
26 4.11.6 All CSEA officers, job stewards, and negotiation
27 team members shall give advance notice to their
28 immediate supervisor of the date(s) and time(s) of any
29 meeting for which they are requesting release time.
30 Advance notification may be in writing or by e-mail and

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must occur within two working days of the date on which
a listed member became aware of his or her obligation to
attend a meeting, advance notice shall be no less than
24 hours prior to the starting time of the meeting.

4.11.7 In an emergency the conditions of Section 4.11 may
be waived by the mutual written consent of the parties.

1 Credit shall be given for college units completed with a "C" or
2 better. Incentive steps, as indicated in the following placement
3 chart, are additions to the member's monthly base salary.

4 \$ 25.00 for 15 units completed.

5 \$ 50.00 for 30 units completed.

6 \$ 75.00 for 45 units completed.

7 \$ 100.00 for 60 units completed.

8 Employee's employed part-time, less than eight (8) hours per day,
9 will be paid a pro rata share of the professional growth stipend.

1 **ARTICLE 6. COMPENSATION AND BENEFITS**

2 6.1 Salaries.

3 Unit members will be paid according to the salary schedule and
4 regulations as follows:

5 6.1.1 2005-2006: The 7% portion of retirement contributions
6 paid by the District to PERS as the employee's share
7 shall cease and be applied to each cell of the salary
8 schedule effective upon ratification and approval of
9 the contract. (The District will no longer pay the
10 unit member PERS amount.) Each cell of the salary
11 schedule shall also be increased by 3.0% simultaneous
12 with the 7% portion of retirement contributions for a
13 total of 10.0%. The 7.0% shall be effective on August
14 1, 2005 for unit members in paid work status on that
15 date. The 3.0% shall be retroactive to July 1, 2005.

16 6.1.2 2006-2007: Each cell of the salary schedule shall be
17 increased by the greater amount of 3.0% or the state
18 funded COLA percentage to the extent it is funded,
19 effective July 1, 2006.

20 6.1.3 2007-2008: Each cell of the salary schedule shall be
21 increased by the greater amount of 3.0% or the state
22 funded COLA percentage to the extent it is funded,
23 effective July 1, 2007.

24 6.2 PERS.

25 The District will pay the unit member's portion of retirement
26 contributions to the Public Employees Retirement System (PERS) up
27 to July 31, 2005, at which time the District's obligation shall be
28 extinguished and employees shall pay the unit member's portion of

1 retirement contribution to PERS, effective August 1, 2005.

2 6.3 Health Benefits.

3 The District will provide for each employee employed
4 four (4) hours or more a day insurance coverage as follows:

5 Hospital and Medical	Employee and Dependents
6 (Prudent Buyer Option I)	
7	
8 Dental (with ortho) (unlimited Dental)	Employee and Dependents
9	
10 Vision	Employee and Dependents
11	
12 Life Insurance	Employee and Dependents
13	
14 Income Protection	Employee Only
15	
16 Personal Accident	Employee Only
17	
18 Employee Assistance Program	Employee and Dependents
19	

20 The Board and CSEA agree to execute notice to be filed with the
21 Central Valley Trust (CVT) on or before August 5 to terminate and
22 extinguish the contract and relationship with CVT and its
23 providing of health insurance benefits to members of the
24 District's classified bargaining unit; the District shall
25 immediately upon termination of the CVT contract, enroll and
26 contract with SISC (Self Insured Schools of California) for health
27 insurance benefits. Classified employees shall then select from
28 the SISC negotiated plans.

29
30 6.3.1 2005-06
31 Effective October 1, 2005 the District will contribute up to
32 a maximum of \$905.00 per month towards the health benefits.
33 Any amount of premiums which exceeds the District's
34 contributions shall be paid by the employee through automatic
35 payroll deduction.

36
37 6.3.2 2006-07
38 Effective October 1, 2006, the District cap of \$905.00 will

1 be increased by SISC's new percentage premium rate increase
2 for 2006-2007, not to exceed a District cap of \$1020.00. Any
3 rate increase resulting in an amount greater than \$1020 will
4 be apportioned at a ratio at 60.0% District contribution and
5 40.0% employee contribution.

6 Each unit member shall pay additional premium costs by
7 monthly payroll deductions under the IRS code section 125.

8 (EXAMPLE OF CAP INCREASE: If the District's health benefits
9 premium of \$1048 per month for the 2005-2006 school year is
10 increased for the 2006-2007 school year to the amount of
11 \$1111, a 6.0% increase, that same percentage shall be
12 applied to the District's contribution; $\$905.00 \times 6.0\% =$
13 $\$959.00$.)

14 (EXAMPLE OF 60/40 APPORTIONMENT: If the District's health
15 benefits premium of \$1111 per month for the 2006-2007 school
16 year is increased for the 2007-2008 school year to the amount
17 of \$1183, a 6.5% increase, that same percentage shall be
18 applied to the District's contribution; $\$959.00 \times 6.5\% =$
19 $\$1021.00$. Because the District's contribution would exceed
20 \$1020, the \$1.00 amount shall be apportioned at the \$.60 for
21 the District and \$.40 for the employee.)

22 For 2006-2007 and 2007-2008 the parties agree to explore
23 various benefit plans and carriers upon which any change
24 shall be mutually agreed upon.

25
26 6.3.3 2007-08
27 Effective October 1, 2007, the District shall pay not more
28 than the product of the 2006-2007 District contribution
29 amount times the same percentage increase of the 2007-2008

1 premium over the 2006-2007 premium, which amount shall be
2 applied each month for health benefits. If and when the
3 District's contribution exceeds \$1020 any additional premium
4 cost above the District contribution shall be apportioned on
5 a 60% District contribution with the remaining 40% applied to
6 the employee's premium cost over the District contribution.

7 (EXAMPLE OF 60/40 APPORTIONMENT: If the District's health
8 benefits premium of \$1111 per month for the 2006-2007 school
9 year is increased for the 2007-2008 school year to the amount
10 of \$1183, a 6.5% increase, that same percentage shall be
11 applied to the District's contribution; $\$959.00 \times 6.5\% =$
12 $\$1021.00$. Because the District's contribution would exceed
13 $\$1020$, the $\$1.00$ amount the $\$1020$ shall be apportioned at the
14 $\$.60$ for the District and $\$.40$ for the employee.)

15
16 If the district receives a rebate, refund or reduction in the
17 premium the above health and welfare benefits below the capped
18 amount, the district shall take the budgeted amount in excess of
19 actual cost, and place it in a "Health and Welfare Reserve."
20 These funds shall be held in reserve and applied to increases in
21 health and welfare premiums cover the capped amount prior to
22 assessing employees for such amounts.

23 Information about insurance programs such as brochures and forms,
24 for which members of the unit are eligible, shall be provided
25 employees, upon request, when they are available from insurance
26 carriers.

27
28 As an alternative to Social Security, the District agrees to
29 contribute an amount equal to three and three-quarters percent

1 (3.75%) of the salary of any unit member, who works less than half
2 time, to the Accumulation Program for Part-time and Limited
3 Service Employees (APPLE) in lieu of contributions to PERS. In
4 order for this program to be operative, the unit member is
5 required to contribute an identical amount as well.

6 6.4 Retirees Benefits:

7 The District agrees to pay up to a maximum of One Thousand Seven
8 Hundred dollars (\$1,700) annually for hospital, medical, and
9 dental insurance premiums, until age sixty-five (65), for members
10 of the unit who retire after attaining age fifty-five (55) and who
11 have over ten (10) years of paid service to the West Hills
12 Community College District.

13 The District agrees to continue to pay the hospital, medical, and
14 dental insurance premiums for the surviving spouse of either an
15 employee or retiree for ninety (90) days following the end of the
16 month in which the employee's or retiree's death occurs. The
17 surviving spouse of such employee or retiree shall have the right
18 to buy into the District's hospital, medical, and dental insurance
19 programs during this ninety (90) day period and thereby continue
20 such coverage following the ninety (90) day period at the
21 surviving spouse's own expense.

1 **ARTICLE 7. HOURS AND OVERTIME**

2 7.1 Work Week.

3 The regular workweek of a full-time employee in the bargaining
4 unit shall be forty (40) hours and shall consist of five (5)
5 consecutive days of eight (8) hours per day.

6 The work week of an employee in the bargaining unit who is not a
7 full-time employee but who has an average work day of four (4)
8 hours or more during a work week shall consist of no more than
9 five (5) consecutive work days. For assigned work performed on
10 the sixth (6th) and/or seventh (7th) day following the
11 commencement of the work week of such an employee, the rate of pay
12 shall be one and one-half (1 1/2) times the employee's regular
13 rate of pay.

14 Nothing in this agreement shall prohibit the District from
15 establishing a ten (10) hour per day, four (4) day per week, work
16 schedule with the concurrence of CSEA. For these employees,
17 overtime compensation shall be paid for all hours in excess of the
18 required workday or a workweek of forty (40) hours.

19 7.2 Scheduling.

20 The District shall schedule work hours and work shifts
21 and shall assign a fixed, regular, and ascertainable number of
22 work hours and days to each member of the bargaining unit.

23 7.3 Lunch Periods.

24 An employee in the bargaining unit who has been on duty
25 for six (6) hours shall be entitled to a duty-free lunch period of
26 no more than sixty (60) minutes per day nor fewer than thirty (30)
27 minutes per day.

28 7.4 Rest Periods.

1 An employee in the bargaining unit shall be granted a
2 rest period which, insofar as is practicable, shall be in the
3 middle of each work period at the rate of fifteen (15) minutes per
4 four (4) consecutive hours of work. A rest period of thirty (30)
5 minutes, in lieu of two (2) fifteen (15) minute rest periods for a
6 full-time employee on an evening or special work shift shall be
7 scheduled to the mutual convenience of the employee and the
8 supervisor.

9 A rest period is a part of the regular work shift and shall be
10 compensated at the regular rate of pay of the employee.

11 7.5 Overtime.

12 "Overtime" is defined, as any work time required by the
13 District which is in excess of eight (8) hours in any one (1)
14 workday or which is in excess of forty (40) hours in one (1)
15 calendar week.

16 As soon as possible after a District manager determines that there
17 is a need to assign overtime work, a District manager shall notify
18 the assigned employee of the overtime assignment.

19 Overtime work shall be distributed and rotated as equitably as is
20 practicable among employees in the bargaining unit.

21 An employee who performs overtime work shall be compensated at a
22 rate of pay equal to one and one-half (1 1/2) times the employee's
23 regular rate of pay, or shall be granted compensatory time off at
24 one and one-half (1 1/2) hours for each overtime hour worked,
25 whichever is selected by the employee.

26 Compensatory time off shall be taken within twelve (12) calendar
27 months following the month in which overtime was worked. Before
28 compensatory time off may be taken, an employee shall request the

1 time off in writing and receive the approval of the District. No
2 more than two hundred forty (240) hours of compensatory time may
3 be accrued by an employee in the bargaining unit.

4 All time during which an employee is in paid status shall be
5 construed as hours worked for the purpose of computing the number
6 of overtime hours worked.

7 Unit members who voluntarily attend conference or who chaperone or
8 accompany students on trips or excursions outside of regular work
9 week hours, shall do so as FLSA volunteers and shall be reimbursed
10 only for travel, meals and lodging in accordance with District
11 Policy.

12 Unit members directed to attend out of town conferences, training
13 sessions or who chaperone or accompany students on trips or
14 excursions, which may exceed the unit member's regularly scheduled
15 work week, shall not spend more than 8 hours/day on work related
16 duties except as determined, directed and authorized by the
17 College President or designee/immediate supervisor. The District
18 will provide reasonable time off for travel to and from said
19 conferences or training sessions to allow for timely arrival to
20 the conference during the employees scheduled workday. No
21 overtime shall be authorized while attending or traveling to/from
22 said functions. The District may reschedule the unit member's
23 workweek to accommodate the conference or excursion.

24 7.6 Holiday Pay.

25 An employee in the bargaining unit who is required to
26 work on a holiday designated in this Agreement shall be
27 compensated at the employee's regular rate of pay plus one and
28 one-half (1 1/2) times the employee's regular rate of pay.

1 7.7 Differential Pay.

2 An employee in the bargaining unit whose normal regular
3 assignment requires four (4) or more consecutive hours of work to
4 be performed either prior to 9:00 a.m. or after 5:00 p.m. on the
5 employee's regular work day shall be paid a five percent (5%) pay
6 differential in excess of the regular rate of pay for all hours
7 worked.

8 An employee who normally receives differential pay in accordance
9 with the stipulations in the immediately preceding paragraph shall
10 suffer no reduction in pay, including differential pay, when
11 assigned temporarily to a shift other than the employee's normal
12 regular assignment.

13 7.8 Call Back.

14 An employee in the bargaining unit called in to work on
15 a day when the employee is not scheduled to work or called back to
16 work after completion of the employee's regular assignment shall
17 be compensated for at least two (2) hours of work at the
18 appropriate rate of pay under this Agreement, irrespective of the
19 actual time less than that required to be worked.

20 7.9 Working Out of Class.

21 If a bargaining unit member is required to work out of
22 class in a higher classification, the District agrees to assign
23 that unit member according to the provisions of Education Code
24 section 88010, and compensate him/her at the first step of the
25 higher class salary range or five percent (5%) over the employee's
26 normal salary, whichever is greater.

27 7.10 Exemption.

28 An employee who serves in the class of Residence Hall

1 Coordinator and receives extra compensation in the form of free
2 room and board shall be exempt from the overtime, differential
3 pay, scheduling, and work week (full-time) provisions of this
4 Article.

5 7.11 Definition.

6 The word "fixed" as used in Section 7.2 above shall be
7 interpreted to mean the following:

8 7.11.1 It shall not necessarily mean for eternity.

9 7.11.2 It shall not mean that an employee's work
10 schedule may be changed summarily by management (except
11 in the case of an emergency).

12 7.11.3 It shall mean that the work schedule
13 originally assigned a new employee normally will
14 continue to be the employee's work schedule.

15 7.11.4 It shall also mean that a reasonable change
16 in a work schedule may be made by the District after
17 reasonable notice has been given the employee and after
18 the Association has had an opportunity to consult with
19 the District regarding the schedule changes.

20 7.11.5 Finally, in the event consultation between
21 the Association and the District does not result in
22 agreement, the employee may file a grievance on the
23 change in work schedule.

24 7.12 Translators.

25 The District may designate unit members to serve as
26 translators for non-English speaking students and visitors.
27 Members so designated shall receive a stipend of \$500 per year for
28 such skill.

1 Designation of unit members shall be on an annual basis
2 at the District's discretion and without a right to continue from
3 year to year.

4 At least three (3) unit members shall be designated as
5 follows:

6 One (1) - Coalinga Campus/Student Services

7 One (1) - Lemoore Center/Student Services

8 One (1) - North District Center

9 Unit members shall be required to demonstrate
10 proficiency in non-English communication. Translators may be
11 designated also in American Sign Language.

12 7.13 Mileage:

13 Any employee in the bargaining unit who is required to
14 use his/her vehicle on authorized District business shall be paid
15 mileage at the IRS rate to be effective July 1st of each fiscal
16 year.

17 7.14 Payroll Errors

18 Any payroll error discovered by an employee and/or
19 District shall be addressed as soon as practicable from the time
20 the District was notified of the error. In the interim a check
21 for 75% of the balance due, shall be issued to the employee within
22 five (5) business days.

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1 **ARTICLE 8. VACATIONS**

2 8.1 Accrual.

3 Bargaining unit members shall accrue annual vacation at
4 the regular rate of pay earned at the time the vacation is
5 commenced according to the conditions described directly below.

6 8.1.1 All Full Time employees shall accrue twelve (12)
7 days of vacation for each year during the first four (4)
8 years of continuous paid service. Employees are not
9 eligible to take any vacation time until completion of
10 six (6) months of paid service.

11 8.1.2 Employees who have completed four (4) full years
12 of continuous paid service in the District on their date
13 of hire shall accrue a vacation of fifteen (15)
14 workdays.

15 8.1.3 Employees who have completed eleven (11)
16 full years of continuous paid service in the District on
17 their date of hire shall accrue a vacation of twenty
18 (20) work days.

19 8.1.4 Employees who have completed fifteen (15)
20 full years of continuous paid service in the District on
21 their date of hire shall accrue a vacation of twenty-two
22 (22) work days.

23 8.1.5 Employees who have completed twenty (20)
24 full years of continuous paid service in the District on
25 their date of hire shall accrue a vacation of twenty-
26 five (25) work days.

27 8.1.6 Classified employees are eligible for bonus
28 vacation days based on accumulated days of sick leave as

1 follows:

2	<u>Accumulated Sick Leave Days</u>	<u>Bonus Vacation Days</u>
3	24-47	1
4	48-71	2
5	72 or More	3

6 Credit for bonus vacation days for each school year will
7 be as of July 1 based on the employee's accumulated sick
8 leave balance as of the previous June 30. Such bonus
9 credit shall not be prorated in fractions of days.

10 8.1.7 Part-time employees and less than twelve (12)
11 month employees shall have their vacation prorated based
12 on the ratio their work schedule bears relative to a
13 twelve (12) month full-time employee.

14 8.2 Scheduling.

15 Vacations may be taken at any time during the year upon
16 the written approval of the appropriate area administrator. Vaca-
17 tions should be taken, normally, in increments of no fewer than
18 five (5) workdays, however single days may be taken.

19 8.3 Separation.

20 Upon separation from service, an employee shall be
21 entitled to lump-sum compensation for all earned and unused
22 vacation, except that an employee who has not completed six (6)
23 months of employment in regular status shall not be entitled to
24 such compensation.

25 8.4 Vesting and Carryover.

26 8.4.1 Vacation shall not become a vested right until
27 completion of six (6) months of employment.

28 8.4.2 Each unit member's maximum amount of accrued

1 vacation time shall not exceed two years of their
2 actual rate as provided in section 8.1.1 through
3 8.1.5. Once the amount of earned and accrued
4 vacation reached an amount of two (2) years of the
5 accrual rate, no additional days shall be earned
6 or accrued until such time as the accrued amount
7 drops below two (2) years of accrual.

8 Notwithstanding the two year maximum accrual, any
9 unit member who is at the maximum accrual and
10 whose vacation was pre-approved and who is
11 prevented by the District from taking such pre-
12 approved vacation days may accrue the additional
13 number of days which were precluded by the
14 District.

15 8.5 Miscellaneous.

16 If a holiday listed in this Agreement or declared by the
17 District to be an official holiday, occurs on a day when a
18 bargaining unit member is on vacation, the member will not be
19 charged for a day of vacation.

20 The vacation of a bargaining unit member may be inter-
21 rupted or terminated, without the member being required to return
22 to active service, in order that the member may begin another type
23 of leave described in this Agreement, provided that both of the
24 following conditions are met:

25 8.5.1 The member submits official, written documentation
26 that testifies that the member is unable to work on that
27 day or those days; and

28 8.5.2 The Chancellor or designee gives written

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authorization for the member to begin another type of
leave.

1 **ARTICLE 9. HOLIDAYS**

2 9.1 Holidays Designated.

3 The District agrees to provide all employees in the
4 bargaining unit with the following holidays:

5 9.1.1 New Year's Day.

6 9.1.2 Martin Luther King Day.

7 9.1.3 Presidents' Day.

8 9.1.4 Friday during spring recess.

9 9.1.5 Memorial Day.

10 9.1.6 Independence Day.

11 9.1.7 Labor Day.

12 9.1.8 Thanksgiving Day.

13 9.1.9 Day following Thanksgiving.

14 9.1.10 Christmas Eve.

15 9.1.11 Christmas Day.

16 9.1.12 Three days during the week between Christmas
17 and New Year's Day, scheduled in accordance
18 with Section 9.2.

19 9.1.13 New Year's Eve.

20 9.2 Christmas Week Holidays.

21 There shall be three (3) holidays during the week between
22 Christmas and New Year's Eve, not including the holidays granted
23 by Sections 9.1.10, 9.1.11, and 9.1.13, defined as follows:

24 9.2.1 In years when Christmas and New Year's Day fall on
25 Mondays, the holidays shall be on the 27th, 28th, and 29th of
26 December.

27 9.2.2 In years when Christmas and New Year's Day fall on
28 Tuesdays, the holidays shall be on the 26th, 27th, and 28th

1 of December.

2 9.2.3 In years when Christmas and New Year's Day fall on
3 Wednesdays, the holidays shall be on the 26th, 27th, and 30th
4 of December.

5 9.2.4 In years when Christmas and New Year's Day fall on
6 Thursdays, the holidays shall be on the 26th, 29th, and 30th
7 of December.

8 9.2.5 In years when Christmas and New Year's Day fall on
9 Fridays, the holidays shall be on the 28th, 29th, and 30th of
10 December.

11 9.2.6 In years when Christmas and New Year's Day fall on
12 Saturdays, the holidays shall be on the 27th, 28th, and 29th
13 of December.

14 9.2.7 In years when Christmas and New Year's Day fall on
15 Sundays, the holidays shall be on the 27th, 28th, and 29th of
16 December.

17 9.2.8 During the life of this agreement the holidays
18 as defined in 9.2.1-9.2.7 shall be as follows:

19 9.2.8.1 The 2001 holidays shall be on the 26th,
20 27th, and 28th of December; The 2002 holidays shall
21 be on the 26th, 27th, and 30th of December; The 2003
22 holidays shall be on the 26th, 29th, and 30th of
23 December.

24 9.3 Paid Status Required.

25 All bargaining unit members shall be entitled to the paid
26 holidays as listed, provided the unit members are in paid status
27 during the work day immediately preceding, or the work day
28 succeeding, the holiday. Bargaining unit members who are not

1 normally assigned to duty during the holidays specified in 9.1.10
2 to 9.1.13 shall be paid for those holidays provided they were in
3 a paid status during the work day of their normal assignment
4 immediately preceding, or succeeding, the holiday.
5 Newly hired employees shall be entitled only to the holiday
6 immediately preceding, or succeeding, their first day of
7 employment.

8 9.4 Alternate Days.

9 When a holiday herein listed occurs on a Sunday, the
10 following workday not a holiday shall be deemed to be the holiday
11 in lieu of the day observed. When a holiday herein listed occurs
12 on a Saturday, the preceding workday not a holiday shall be deemed
13 to be the holiday in lieu of the day observed.

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1 **ARTICLE 10. CATEGORIES OF CLASSIFIED EMPLOYEES**

2 10.1 Employee Categories. All classified employees in the
3 District shall be assigned to fill one or more job descriptions
4 and classified in one of several categories of employment status.
5 The length of successful service with the District and the type of
6 work to be accomplished affects conditions of employment status.
7 Categories of classified employees who are members of the
8 bargaining unit are as follows:

9 (1) Restricted Employee. A restricted employee is one
10 employed pursuant to Education Code sections 88005
11 through 88008. Provisions for a restricted employee
12 becoming a regular employee of the District are set
13 forth in the Education Code.

14 (2) Probationary Employee. All new classified personnel
15 employed to fill a regularly established full-time
16 position or part-time position are employed on pro-
17 bationary status for the first twelve (12) months
18 of service and may be disciplined during this period
19 without right of appeal or hearing. This period of time
20 shall be used to determine if the probationary employee
21 meets the required standards of work performance.

22 (3) Permanent Employee. Each person who has served as a
23 probationary employee and has been recommended for
24 regular status shall be classified as a permanent
25 employee or have his/her employment terminated.
26 Permanent employees shall be disciplined during the
27 employment period for reasonable cause only as provided
28 herein.

1 Other categories of employees such as management,
2 confidential, supervisory, short-term, and substitute shall not be
3 members of the bargaining unit in conformity with state laws. The
4 parties agree to comply with pertinent Government Code and
5 Education Code provisions that apply to the other categories of
6 employees mentioned directly above. (Education Code sec-
7 tion 88003.)

8 10.2 Filling of Vacancies.

9 10.2.1 When a bargaining unit vacancy occurs, the District
10 shall have the right to determine whether the vacancy will be
11 filled.

12 10.2.2 If the District determines a bargaining unit position
13 shall not be filled, CSEA shall have the right to meet and confer
14 with the District's Director of Human Resources regarding the
15 effect(s) of such unfilled position on other bargaining unit
16 positions.

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1 **ARTICLE 11. CLASSIFICATIONS, RECLASSIFICATION**
2 **AND ABOLITION OF POSITIONS**

3 The District reserves the right to create new classified
4 positions and to prescribe the duties to be performed by all
5 persons in the classified service. The District also reserves the
6 right to specify the number of persons within each job category,
7 to abolish existing positions, and to reduce the number of
8 classified employees for reasons of lack of funds or lack of work.

9 The District agrees to consult with the Association before
10 a new classified position is created and before an existing
11 position within the bargaining unit is reclassified.

12 In the event the District is engaged in a procedure to hire a
13 permanent employee to fill a vacancy in any bargaining unit posi-
14 tion, the District may fill the vacancy through the employment,
15 for not more than ninety (90) calendar days, of one (1) or more
16 substitute employees. If the vacancy has not been filled after
17 sixty (60) days, the District agrees to so notify the Association
18 and to consult, upon request, with the Association President re-
19 garding any matters pertaining to the vacancy and the District's
20 efforts to fill the vacancy.

21 The parties agree to meet and negotiate over establishing
22 an initial salary range for any newly created position within the
23 bargaining unit and over establishing a different salary range for
24 a reclassified position within the bargaining unit. In addition,
25 the parties agree to meet and negotiate in compliance with
26 pertinent statutory provisions relating to the reduction of
27 positions in the classified bargaining unit.

28 When a bargaining unit member is initially employed by the

1 District, and if a bargaining unit member is reclassified from one
2 position to a different position, the District agrees to provide
3 the affected employee with the following information: job
4 description including duties; monthly or hourly rate of pay;
5 assigned work site; and assigned work shift including hours per
6 day, days per week, and months per year.

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1 **ARTICLE 12. TRANSFER AND REASSIGNMENT**

2 12.1 Definitions.

3 A "transfer" is defined as a relocation of a unit member from
4 a work site at the College, or at a Center, to another work site
5 in the District.

6 A "reassignment" is defined as an assignment of a unit member
7 from one position to another position in the same class, or to a
8 position in a similar or related class within the same salary
9 range.

10 A "voluntary transfer" or a "voluntary reassignment" is
11 defined as initiated by the unit member according to the
12 definitions above.

13 An "involuntary transfer" or an "involuntary reassignment" is
14 defined as initiated by the District according to the definitions
15 above.

16 12.2 Prerequisites.

17 No unit member may apply for a transfer or reassignment
18 unless his/her most recent, timely performance evaluation under
19 Article 14 is satisfactory or better. If there is no timely
20 evaluation on file or if the timely evaluation is satisfactory
21 or better, this prerequisite is waived.

22 12.3 General.

23 If a new classified position is created, or if an existing
24 classified position becomes vacant and the District decides to
25 fill the vacancy, the District agrees to post a notice of the
26 opening for five (5) work days.

27 In the event that a temporary transfer is necessary, the
28 affected unit member will be provided with District transportation

1 or will be reimbursed for mileage at the prevailing District rate
2 for the duration of the temporary transfer.

3 A transfer or reassignment of a bargaining unit member
4 shall not change the unit member's salary range, anniversary date,
5 accumulated leaves, and/or accumulated vacation time.

6 The Chancellor, or designee, shall transfer or reassign unit
7 members based upon the needs of the District, which are paramount.
8 District management will make the final decision on any transfer
9 or reassignment.

10 Unit members who are transferred/reassigned to a different
11 classification during the duration of this Agreement shall serve a
12 four (4) month probationary period in the new classification.

13 If the unit member does not successfully complete this four-
14 month probationary period, he/she may return to his/her previous
15 position or if that position no longer exists to a similar
16 position within the classification.

17 12.4 Voluntary.

18 Members of the bargaining unit may request in writing a
19 transfer or reassignment to an existing vacancy. The District
20 shall consider voluntary transfer/reassignment requests before
21 making an involuntary transfer/reassignment.

22 The criteria to be used in evaluating a voluntary transfer
23 shall be:

- 24 (1) Qualifications;
- 25 (2) Measured skills.

26 Nothing in this section shall require a voluntary transfer or
27 reassignment, which is contrary to the needs of the District. No
28 unit member may seek a transfer until he/she has satisfactorily

1 completed his/her probationary period in his/her position. All
2 criteria being equal seniority within the District will be the
3 final factor for granting any transfer or reassignment; however
4 Article 12.3 paragraph number 4 shall not be circumvented as a
5 result of this section.

6 12.5 Involuntary.

7 Before an involuntary transfer or involuntary reassignment of
8 a unit member takes place, a conference will be held between the
9 Director Human Resources and the affected unit member so that the
10 parties may discuss the reasons involved. The affected unit
11 member may request in writing, and shall receive in writing if
12 requested, the reasons for the involuntary transfer or involuntary
13 reassignment. Any employee who is involuntarily transferred or
14 reassigned to a work site which is at a greater distance than the
15 employee's home to prior work site shall be entitled to receive
16 mileage reimbursement for a period not to exceed 90 calendar days
17 in accordance with District policy for the difference between home
18 and the prior work site and that of the newly transferred work
19 site for both travel to and from the unit member's home.
20 (Example: An employee's prior home to work site mileage of 10
21 miles and involuntary transfer to a work site 15 miles from home
22 would be entitled to mileage reimbursement of 10 miles per day in
23 accordance with District policy.)

24 12.6 Exception from Posting Requirement

25 Both parties hereby agree that, for purposes of posting
26 vacancies pursuant to section 12.3 of the collective bargaining
27 agreement, posting of vacancies shall not be required where all of
28 the following facts are present:

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1. The District has received an increase in funding for a designated position/function;
2. The District intends to increase the number of hours worked in the position/function by adding hours to part-time incumbents.

1 **ARTICLE 13. PROMOTION**

2 13.1 Promotion:

3 Promotion means the movement of a unit member from one unit
4 position to another unit position with a higher salary range, as a
5 result of an application submitted by the unit member.

6 Upon completion of the screening process, recommendations for
7 appointment to vacant positions will be made in the best interest
8 of the District. The Director of Human Resources shall make such
9 recommendations to the Chancellor of the College and then to the
10 District Board of Trustees.

11 Consideration of promotions of classified employees who are
12 members of the bargaining unit is the responsibility of the
13 Director Human Resources. Any promotions of bargaining unit
14 members shall take place after consideration of the qualifications
15 of applicants and in accordance with these provisions.

16 Following the announcement of a job vacancy, bargaining
17 unit members shall be given first consideration in filling a job
18 vacancy that can be considered a promotion in compliance with
19 federal, state, and local laws and policies. "First
20 consideration' means thinking about an action or proposal with a
21 view toward accepting or rejecting it. First consideration does
22 not mean a right of first refusal or that the unit member will be
23 offered the vacant position before any other applicant."

24 Notices of job vacancies for positions open to members of the
25 bargaining unit shall be posted on bulletin boards normally used
26 for classified employee information and shall remain posted for a
27 period of at least five (5) work days, during which time
28 bargaining unit members may make application for the vacancy.

1 Notices of job vacancies for positions open to members of the
2 bargaining unit shall include the following information:

- 3 (1) Job title;
- 4 (2) Description of position and duties;
- 5 (3) Minimum required qualifications;
- 6 (4) Job site;
- 7 (5) Number of hours per day;
- 8 (6) Regular work shift times;
- 9 (7) Number of days per week;
- 10 (8) Number of months per year;
- 11 (9) Salary range; and
- 12 (10) Deadline for filing.

13 Bargaining unit members may apply for promotion to a vacant
14 position that has been announced by submitting the necessary
15 written materials to the Director Human Resources in a timely
16 fashion.

17 Unit members who have the minimum qualifications for a promotional
18 position shall be afforded an interview along with other
19 applicants in the candidate pool.

20 If a unit member is not selected for a promotion to a
21 position for which she or he has applied, the member may request a
22 written response from the Chancellor that describes the reason(s)
23 the member was not selected for the promotion. The unit member's
24 request shall be in writing and shall be submitted to the office
25 of the Chancellor by no later than ten (10) work days following
26 the day on which the decision regarding the appointment to the
27 position was made by the Board of Trustees. The Chancellor shall
28 respond in writing to the unit member's request within ten (10)

1 workdays of the day on which the request was received.

2 Bargaining unit members who are on leave or vacation may
3 authorize in writing a CSEA representative to submit the written
4 materials necessary to apply for a promotion on behalf of the
5 bargaining unit member who is on leave or vacation.

6 Unit members who are promoted to a different classification
7 shall serve a new probationary period of four (4) months. If a
8 promoted unit member fails to satisfactorily complete the proba-
9 tionary period, he/she shall return to his/her former position.

10 A unit member who is promoted shall be placed on a salary
11 range at a step that represents a salary increase of at least four
12 and three-quarters percent (4.75%). If there is no step on the
13 higher range that represents at least a four and three-quarters
14 percent (4.75%) increase, then the employee will be placed on the
15 highest step of the new range.

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1 **ARTICLE 14. EVALUATION PROCEDURE**

2 All newly hired employees shall serve a twelve (12) month
3 probationary period and shall receive an evaluation during the
4 fourth (4th) and eighth (8th) months of the probationary period.
5 Employees who are reclassified during the term of this Agreement
6 shall serve a four (4) month probationary period and shall receive
7 an evaluation during the fourth (4th) month of that probationary
8 period. All regular permanent employees shall typically be
9 evaluated at least once a year. (This provision shall be subject
10 to a gradual phase in over the final two school years 2006-07 and
11 2007-08.) It is the District's prerogative to evaluate an
12 employee at any time in the event the employee has either
13 exhibited below standard work performance or exceptional work
14 performance.

15 The employee's immediate supervisor on forms developed and
16 provided by the District shall complete the performance evaluation
17 reports.

18 Once the performance evaluation report has been completed,
19 the immediate supervisor and the employee shall meet to discuss
20 the report. A copy of the report will be provided the employee,
21 and the employee will sign the report to indicate that it has been
22 presented and discussed.

23 Evaluation reports shall include, if necessary, specific
24 recommendations for improvements and suggestions of ways to assist
25 the employee in implementing any recommendations made in the
26 report.

27 In the event of a disagreement, an employee who desires to
28 register disagreement with the findings may take the following

1 steps:

- 2 (1) Record a statement of objections at the time of the
3 conference; and/or
4 (2) Submit a statement in writing within a reasonable time
5 not to exceed 15 days of the conference (such a
6 statement becomes a permanent addition to the evaluation
7 document, which the district shall enter in the
8 permanent personnel file in not less than five (5) work
9 days, the evaluation document); and/or
10 (3) Request a three (3) party conference with the immediate
11 supervisor and the Director Human Resources.

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13 The substance of an evaluation is not subject to grievance.

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1 **ARTICLE 15. DISCIPLINARY PROCEDURE**

2 15.1 General.

3 No employee in the classified service shall be disciplined
4 because of his/her political or religious opinions or affilia-
5 tions, or race, color, sex, national origin or ancestry, or
6 marital status.

7 The District retains all of its power and authority to the
8 full extent of the law in the matters of imposition of disci-
9 plinary actions on classified employees. Individual permanent
10 classified employees of the District shall be accorded rights to
11 due process in relation to disciplinary actions.

12 15.2 Conditions.

13 Disciplinary Action includes any action whereby an employee
14 is deprived of any classification or any incident of
15 any classification in which he/she has permanence, including
16 dismissal, suspension, demotion, or any reassignment, without
17 his/her voluntary consent, except a layoff for lack of work or
18 lack of funds.

19 No derogatory disciplinary written material, that has no
20 consequences or punishment, shall be placed in the employee's
21 personnel file, which isn't directly work related.

22 No disciplinary action shall be taken for any cause, which
23 arose prior to the employee's becoming permanent, nor for any
24 cause which arose more than two (2) years preceding the date of
25 the filing of the notice of cause unless it could be reasonably
26 assumed that the employee should have disclosed the facts of such
27 cause to the District. (Education Code section 88013.)

28 15.2.1 Progressive Discipline:

1 An employee whose work or conduct is of such a level as
2 to incur discipline may first be warned orally or in writing
3 by the first level Administrator stating the reasons.

4 An employee shall have the right to enter, and have attached
5 to the warning, his/her written response. A copy of the
6 warning and employee response shall be forwarded to the Human
7 Resources Department to be placed in the employee's Personnel
8 File.

9 15.3 Grounds for Disciplinary Action
10 of Permanent Classified Employees.

11 One (1) or more of the following causes shall be grounds for
12 suspension, demotion, or dismissal of any permanent classified
13 employee:

- 14 (1) Incompetence or inefficiency in the performance of the
15 duties of his/her position.
- 16 (2) Inability to perform assigned duties due to failure to
17 meet or retain job qualifications (including but not
18 limited to failure to possess required licenses or
19 failure to pass required tests).
- 20 (3) Insubordination (including but not limited to refusal to
21 do assigned work).
- 22 (4) Carelessness or negligence in the performance of duty or
23 in the care or use of District property.
- 24 (5) Discourteous, offensive, or abusive conduct or language
25 toward other employees, students, or the public.
- 26 (6) Dishonesty.
- 27 (7) Drinking alcoholic beverages on the job, or reporting
28 for work while intoxicated.

- 1 (8) Addiction to the use of narcotics or a restricted
2 substance; use of narcotics or restricted substances
3 while on the job; or reporting to work while under the
4 influence of a narcotic or restricted substance.
- 5 (9) Personal conduct unbecoming an employee of the District.
- 6 (10) Engaging in political activity during assigned hours
7 of employment.
- 8 (11) Conviction of any crime involving moral turpitude.
- 9 (12) Arrest for a sex offense as defined in Education
10 Code section 87010.
- 11 (13) Conviction of a narcotics offense as defined in
12 Education Code section 87011.
- 13 (14) Absence without leave, repeated tardiness, or excessive
14 absenteeism.
- 15 (15) Abuse of illness leave privileges.
- 16 (16) Falsifying any information supplied to the District,
17 including but not limited to information supplied on
18 application forms, employment records, or any other
19 District records.
- 20 (17) Persistent violation or refusal to obey safety rules and
21 regulations made applicable to public schools by the
22 Governing Board or by an appropriate federal, state, or
23 local governmental agency.
- 24 (18) Offering anything of value or offering any service in
25 exchange for special treatment in connection with the
26 employee's job or employment, or accepting anything
27 of value or any service in exchange for granting any
28 special treatment to another employee or to any member

1 of the public.

2 (19) Willful or persistent violation of the Education Code or
3 rules and regulations of the District.

4 (20) Any willful conduct tending to injure the public service.

5 (21) Advocacy of overthrow of federal, state, or local
6 government by force, violence, or other unlawful means.

7 (22) Physical or mental incapacity.

8 (23) Has been charged with an immoral or criminal act.

9 (24) The use, threat, or attempt to use political influence
10 in securing promotion, transfer, reassignment, leaves, change
11 or range/step or any benefit of employment.

12 15.4 Procedures For Permanent Employees.

13 A permanent classified employee may be demoted, suspended, or
14 dismissed by the Chancellor or designee for cause as provided in
15 these rules; provided, however, that such action shall not be
16 effective until written charges are filed and served upon the
17 employee.

18 A copy of such notice shall also be sent to the Union
19 President and the Human Resources Department.

20 15.4.1 Disciplinary Procedures.

21 If the Chancellor or Designee determines disciplinary
22 action is appropriate, prior to implementing a demotion,
23 suspension, or dismissal action, the affected employee shall
24 have delivered personally or by certified mail a written
25 notice of the proposed action which includes:

26 15.4.1.1 The reasons for the proposed action; and,

27 15.4.1.2 A copy of the charges and materials, if any,
28 on which the action is based; and,

1 15.4.1.3 The right to respond, either orally at a
2 Skelly Conference, or in writing, and a time limit
3 for this response; and,

4 15.4.1.4 A card or paper, the signing and filing of
5 which with the Board shall constitute a demand for
6 a hearing and denial of all charges.

7 15.4.2 Time Limits.

8 Within ten (10) working days of receipt of the notice of
9 proposed action, the employee may respond either in writing
10 or at a Skelly conference with the Chancellor or Designee.
11 The employee must be available to attend this meeting within
12 ten (10) working days following receipt of the notice of
13 proposed action. Within ten (10) working days following
14 receipt of a written response or a meeting, whichever occurs
15 last, the Chancellor or Designee shall notify the employee of
16 the action taken.

17 15.4.3 Post-Disciplinary Proceedings. (Right to Appeal)

18 The disciplined employee shall be informed in writing of
19 the charges against him/her, and his/her right to a hearing
20 on such charges. A hearing may be requested, within five (5)
21 working days after service, by signing and filing the demand
22 for hearing, and denial of all charges.

23 15.4.4 Hearing Procedure.

24 Except as provided below, the unit member facing
25 discipline may elect to have the matter heard by the Board or
26 a hearing officer. The hearing officer, if any, shall be
27 selected by a process of striking names from a list of
28 arbitrators/mediators provide by the State of California, and

1 compensation for this service shall be shared equally between
2 CSEA and the District. Nothing herein shall prevent the
3 parties from requesting the State Conciliation Service
4 attempt to mediate a settlement to any grievance appealed to
5 arbitration, providing both parties mutually agree to such
6 mediation procedure. It shall be the function of the
7 arbitrator, after due investigation, to make a recommendation
8 in cases of alleged violation of the specific articles and
9 sections of this Agreement. The arbitrator shall have no
10 power to add to, subtract from disregard, alter, or modify
11 any of the terms of this Agreement, establish, alter or
12 modify any salary structure.

13 In cases where the Board perceives that it or a member
14 may have prior knowledge of the case, a conflict of interest,
15 a familial relationship with a witness or the unit member or
16 other circumstances making it inappropriate for the Board to
17 hear the case, the case shall automatically be referred to a
18 hearing officer.

19 At the hearing, the District and the Employee may offer
20 testimony, written briefs, and other evidence. If a hearing
21 officer is used, he/she shall provide an advisory
22 recommendation to the Board within thirty (30) days. If the
23 Board finds sufficient cause exists it may impose
24 disciplinary action based upon the recommendation of the
25 hearing officer. Board action shall be taken at the next
26 regular meeting where the matter can be lawfully placed on
27 the agenda.

28 If the Board conducts the hearing, the Board shall issue

1 a decision within thirty (30) days. In either case, a
2 decision of the Board shall be final.

3 15.4.5 Immediate Suspension.

4 15.4.5.1 The Chancellor or Designee shall have the
5 authority, pending a Board hearing, to immediately
6 suspend an employee without compliance with these
7 rules when any delay occasioned by this compliance
8 could potentially cause very serious harm to the
9 District and/or the public.

10 15.4.5.2 If the Chancellor determines that the
11 immediate suspension of a classified employee
12 without pay under 15.4.5.1 would be in the best
13 interests of the District, the Notice of Charges
14 shall include a statement to this effect and shall
15 set forth the grounds therefore.

16 15.5 Miscellaneous.

17 15.5.1 If the Board sustains or partially sustains an
18 employee in a disciplinary matter, it may order paid all or
19 part of the employee's compensation from the time of the
20 employee's disciplinary action and may order the employee's
21 reinstatement upon such terms and conditions as it may
22 determine appropriate.

23 15.5.2 Any notice or request shall be deemed suffi-
24 cient when delivered in person to the employee to whom it is
25 directed or when it is deposited in the United States certi-
26 fied mail, postage prepaid and addressed to the address the
27 employee last provided to the District.

28 15.5.3 The term "Chancellor" shall refer to the

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District's Chancellor or other administrator authorized to
act on behalf of the Chancellor.

1 **ARTICLE 16. LEAVES**

2 16.1 Sick Leave.

3 Members of the unit shall accrue, on a monthly basis, 21 days
4 of sick leave with pay for each school year. The amount of days
5 posted will be 1.75 days, or fourteen (14) hours per month for
6 full time employees and shall be prorated for part time employees.

7 Employees will notify their supervisor of illness as early as
8 possible before the absence; however, the supervisor should be
9 notified no later than one half hour after the employee's
10 scheduled start time.

11 Any unused portion of the sick leave will be cumulative
12 indefinitely and will be transferred to another school district
13 upon the employee's request.

14 Unused sick leave accrued in California public school district
15 where the employee worked for at least one (1) full year, and
16 where there is no break in service during the change from the
17 original district to the West Hills Community College District,
18 may be transferred to the west Hill Community College District
19 upon the application of the employee and verification by the
20 previous employer(s). Official verification of unused sick leave
21 must be forwarded to the Human Resources Department, and it will
22 be credited to the employee's sick leave balance.

23 A unit member who is absent because of illness will sign a request
24 for time off duty form. The District will require a written
25 statement from a physician if the absence extends beyond one (1)
26 week.

27 A unit member when on a leave of absence other than paid leave
28 will maintain accumulated sick leave credit, but will not

1 accumulate any additional sick leave during the period of such
2 unpaid leave.

3 Deductions for any persons placed under quarantine will be made on
4 the same basis as if the employee were ill.

5 16.2 Personal Necessity Leave.

6 Unit members may use accumulated sick leave for personal
7 necessity.

8 A unit member may use accumulated sick leave benefits in a school
9 year for any of the following purposes:

10 16.2.1 The death of a member of the employee's immediate
11 family as defined under Article 16.3, "Bereavement
12 Leave".

13 16.2.2 Accident or illness involving an employee's person
14 or property of the employee's immediate family.

15 16.2.3 One (1) day personal leave as determined by the
16 member of the bargaining unit not to be used for
17 activities of the exclusive bargaining agent.

18 16.2.4 Appearance in any court or before any administrative
19 tribunal as a litigant, party, or witness under
20 subpoena or any order made with jurisdiction. The
21 employee utilizing leave under Sections 16.2.1,
22 16.2.2, or 16.2.3 above shall verify on the approved
23 District form that the employee has taken a leave
24 for one of the reasons listed above. Advance
25 permission is required for reasons under Section
26 16.2.4.

27 16.3 Bereavement Leave.

28 Unit members may use accumulated sick leave for the death of

1 any member's immediate family.

2 The "immediate family" is defined as husband, wife, mother,
3 father, sister, brother, son, daughter, aunt, uncle, niece,
4 nephew, mother-in-law, father-in-law, grandmother, grandfather,
5 son-in-law, daughter-in-law, grandchild, foster parent, steppar-
6 ent, stepson, stepdaughter, foster son, foster daughter, brother-
7 in-law, sister-in-law, or any relative of either spouse living in
8 the immediate household of the employee.

9 16.4 Military Leave.

10 An employee shall be entitled to all military leaves and
11 benefits as provided by Education Code section 87832 and Military
12 and Veteran's Code sections 389 and 395-395.4.

13 16.5 Industrial Illness and Accident Leave.

14 In addition to any other benefits that an employee may be
15 entitled to under the Workers' Compensation laws of this state,
16 employees shall be entitled to the following benefits:

17 16.5.1 An employee suffering an injury or illness arising
18 out of and in the course and scope of his/her employment
19 shall be entitled to a leave of up to sixty (60) workdays in
20 any one fiscal year for the same accident or illness. This
21 leave shall not be accumulated from year to year, and when
22 any leave will overlap a fiscal year, the employee shall be
23 entitled to only that amount remaining at the end of the
24 fiscal year in which the injury or illness occurred. Payment
25 of wages lost on any day shall not, when added to an award
26 granted the employee under Workers' Compensation laws of this
27 state, exceed the normal wage for the day. The industrial
28 accident or illness leave is to be used in lieu of normal

1 sick leave benefits. When entitlement to industrial accident
2 or illness leave under this section has been exhausted,
3 entitlement to other sick leave, vacation, or other paid
4 leave may then be used. If, however, an employee is still
5 receiving temporary disability payments under Workers'
6 Compensation laws of this state at the time of the exhaustion
7 of benefits under this section, he/she shall be entitled to
8 use only so much of his/her accumulated and available normal
9 sick leave and vacation leave which, when added to the
10 Workers' Compensation award, provides for a day's pay at the
11 regular rate of pay.

12 16.5.2 An employee released by a physician from industrial
13 accident and illness leave shall be returned to his/her prior
14 position so long as the physician's release contains no
15 restrictions and there is no other medical evidence stating
16 that the employee is unable to return to work without
17 restrictions or that the employee is a qualified injured
18 worker. The District shall grant rights under the Labor Code
19 and the Americans With Disabilities Act ("ADA") to employees
20 who meet the criteria stated under those laws.

21 16.5.3 Any time an employee on industrial accident or illness
22 leave is able to return to work, he/she shall be reinstated
23 in his/her position without loss of pay or benefits.

24 16.5.4 An employee must have completed one (1) calendar year
25 of service with the District to qualify for industrial
26 accident and illness leave. Such leave of absence will
27 commence on the first day of absence on or after the first
28 day of required service.

1 16.6 Pregnancy Leave.

2 A member of the bargaining unit shall be granted a leave of
3 absence for reasons of pregnancy, miscarriage, childbirth, and
4 recovery there from. The request for leave, except in the case of
5 a miscarriage, shall be submitted to the Chancellor or designee as
6 far in advance as possible and in no event less than one (1) month
7 before the leave.

8 The length of leave of absence, including the date on which
9 the leave shall commence and the date on which the unit member
10 shall resume duties, shall be determined by the unit member and
11 the unit member's physician.

12 Disabilities caused or contributed to by pregnancy,
13 miscarriage, childbirth, and recovery there from are, for all job-
14 related purposes, temporary disabilities and shall be treated as
15 such under the health or temporary disability insurance or sick
16 leave plan available to unit members.

17 Any accrued sick leave and entitlement to other sick leave
18 may be used for pregnancy purposes.

19 In the event the unit member is unable to return to duty
20 after the expiration of an approved pregnancy leave, the District
21 may grant additional personal leave without pay not to exceed one
22 (1) school year beyond the school year in which the birth
23 occurred.

24 An employee who is granted pregnancy leave shall not lose
25 other benefits included under the terms of this Agreement for
26 which the employee qualifies.

27 Before returning to work, the employee shall obtain a
28 statement from her doctor indicating that she is able to do so.

1 Nothing in this policy shall preclude an employee's right to any
2 other District benefits for which the employee may qualify.

3 16.7 Personal Business Leave.

4 Unit members may use accumulated sick leave for Personal
5 Business Days. Such leave may be taken in hourly increments. No
6 more than five (5) unit members shall be allowed absence for such
7 leave at any one time.

8 16.8 Jury Duty.

9 Jury duty is defined as a summons or order from a court
10 requiring the employee to report for prospective service as a
11 juror. Jury duty does not include appearance as a litigant or
12 witness except in a case where the District is also a party to the
13 action.

14 An employee who is called for jury duty will be granted the
15 necessary time off with pay to fulfill his or her duty obligation.
16 The employee will notify his or her appropriate area administrator
17 as soon as she or he receives notice to appear for selection as a
18 trial juror.

19 Where an employee summoned for jury duty is not required by
20 the court to be physically present for duty (for example, on-call
21 status) or when the employee is required to be physically present
22 for four (4) hours or less, the employee shall report for duty for
23 whatever portion of his/her shift remains to be worked that day.

24 The employee serving as a member of a jury will receive
25 his/her full pay from the District, provided he/she signs over and
26 remits all compensation received for such jury duty, exclusive of
27 mileage, to the District.

28 16.9 Quarantine.

1 An employee whose place of residence is quarantined by the
2 county health officer shall receive full salary for up to five (5)
3 days during the period of quarantine. Thereafter, the employee
4 shall use sick leave for any additional time off due to
5 quarantine. A statement from a qualified physician and/or public
6 health authorities relative to the quarantine restriction shall be
7 required in all cases.

8 16.10 Family and Medical Leave.

9 Article 16.10 through 16.10.12 will apply only to the
10 administration of the Family and Medical Leave Act.

11 Under the Federal Family and Medical Leave Act of 1993 and
12 the California Family Rights Act of 1991 (collectively, "the
13 Acts"), eligible employees are entitled to up to 12 work-weeks
14 (prorated for part-time employees) of unpaid, job-protected leave
15 within a 12 month period for family and medical reasons. The West
16 Hills Community College District ("District") intends to comply
17 with the Acts and their pertinent regulations, and the Acts
18 governs the interpretation of this policy.

19 The following conditions, requirements, and procedures shall
20 apply when requests for family care of medical leave are make:

21 16.10.1 Employee Eligibility

22 To be eligible for benefits under the Acts, an employee must:

23 16.10.1.1 Have worked for the District for at least 12
24 months;

25 16.10.1.2 Have worked at least 1,250 hours over the
26 previous 12 months for the District (by
27 example, 182 days x 7 hours = 1,274 hours);

28 and

1 16.10.1.3 Be one of at least 50 employees employed by
2 the District within 75 miles of the employee's
3 work-site.

4 16.10.2 Reasons for Taking Leave

5 A leave request from an eligible employee must be granted
6 for any of the following reasons:

7 16.10.2.1 Birth of the employee's child;

8 16.10.2.2 Placement of a child with the employee for
9 adoption or foster care;

10 16.10.2.3 Care for the employee's child, spouse, or
11 parent with a serious health condition;

12 16.10.2.4 The employee's own serious health condition
13 that keeps his/her own job function from being
14 performed.

15 16.10.3 Advance Notice of Leave and Medical
16 Certification.

17 Employees will provide (1) advance written notice of the
18 leave request and (2) medical certifications whenever a
19 serious health condition is involved.

20 16.10.3.1 If the need for the leave is foreseeable,
21 employees will provide 30 days advance written
22 notice. If the need for the leave is
23 unforeseen (i.e., an emergency), notice is
24 required to be given as soon as practicable.

25 16.10.3.2 If the leave is to care for a child, spouse or
26 parent with a serious health condition, or
27 because of the employee's own serious health
28 condition, the employee will provide medical

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certification from a health care provider or physician. The medical certification must include:

- 16.10.3.2.1 Date of commencement of the serious health condition;
 - 16.10.3.2.2 Probable duration of the condition;
 - 16.10.3.2.3 Estimated amount of time the health care provider will provide care;
 - 16.10.3.2.4 Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform his/her job functions.
- 16.10.3.3 The District may require a second and third medical opinion regarding an employee's serious health condition at the District's expense. When the duration for the leave is uncertain or the estimated time for the leave expires and the employee remains out of work, the District may require subsequent re-certification.
- 16.10.3.4 If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District.

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16.10.3.5 An employee's advance notice and medical certification may be required to be given to the employee's supervisor. The supervisor may then determine the timeliness of the notice and medical certification and whether or not the leave will be recommended for approval to the Chancellor. The amount of leave actually granted by the District may be determined by what is reasonable under the circumstances.

16.10.3.6 Failure to provide advance notice and medical certification when necessary may delay the granting of leave until such requirements are met.

16.10.4 Continuation of Health Coverage And Other Job Benefit Plan.

16.10.4.1 An employee taking leave under this section will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, by which the employee was enrolled prior to the first day of the leave.

16.10.4.2 If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.

16.10.4.3 An employee may, at his/her expense, continue

1 to participate in all other employee benefit
2 plans offered by the employer during the leave
3 period.

4 16.10.5 Intermittent Or Reduced Schedule Leave.

5 An employee may take leave intermittently (e.g., in blocks
6 of time), or by reducing a normal work schedule, in the
7 following circumstances:

8 16.10.5.1 Where the leave is for the birth or placement
9 of a child, leave may be taken on an
10 intermittent or reduced schedule basis if the
11 District approves.

12 16.10.5.2 Leave may be taken intermittently or on a
13 reduced work schedule whenever it is medically
14 necessary to care for a family member with a
15 serious health condition, or because the
16 employee is seriously ill and unable to work
17 the employee's regular work schedule.

18 16.10.6 Substitution Of Paid Leave and Other Leave
19 Requests.

20 An employee must substitute accrued vacation or other paid
21 leave, including sick leave where applicable (i.e., for the
22 employee's own serious health condition), for the unpaid
23 family care leave entitlement.

24 Any paid or unpaid leave taken which meets the requirements
25 of section 16.10.2 will be counted as part of the
26 employee's family care leave entitlement. This means that
27 family care leave runs concurrently with any other leave
28 that meets the requirements of family care leave under

1 section 16.10.2.

2 16.10.7 Maternity

3 A woman on maternity leave will not start using family care
4 leave until her disability period is over (i.e., when their
5 physician takes her off pregnancy related disability).

6 Thus, although family leave due to an employee's serious
7 health condition would normally run concurrently with sick
8 leave where the employee is out for more than there days
9 with a serious health condition, this will not apply in the
10 case of disability due to pregnancy.

11 16.10.8 Spouses Who Work for the District.

12 Spouses employed by the District are jointly entitled to a
13 combined total of 12 workweeks of family leave for the
14 birth or placement of a child with them. There is no
15 limitation of entitlement for leaves taken for the serious
16 health condition of their child.

17 16.10.9 Period of Eligibility.

18 The 12-month period of entitlement commences on the first
19 day of the leave.

20 16.10.10 Seniority, Employee Benefits and Break in
21 Service.

22 An employee on leave will not lose any seniority or
23 employment benefit that accrued prior to the start of the
24 leave. An employee on leave will not accrue seniority or
25 additional benefits, such as vacation, sick leave or
26 similar benefits, during the leave. The leave will not
27 constitute a break in service for purposes of longevity and
28 seniority.

1 16.10.11 Reinstatement of Employment and Fitness for Duty
2 Report.

3 Employees returning from an approved leave will be
4 reinstated to the same or equivalent position. Employees
5 returning from an approved medical leave for their own
6 serious health condition may be required to provide a
7 fitness for duty report to return to work.

8 16.10.12 Key Employee Exception to Restoration.

9 An employee who is a "key" employee due to the fact that
10 he/she is a salaried employee and among the highest paid 10
11 percent of all the employees employed by the District may
12 be denied restoration to his/her position following the
13 leave if the District determines that substantial and
14 grievous economic injury will result if such key employee
15 is reinstated.

16 16.11 Entitlement to Other Sick Leave.

17 When a person employed in the classified service is absent
18 from his/her duties on account of illness or accident for a period
19 of five (5) months or less, whether or not the absence arises out
20 of or in the course of employment of the employee, the amount
21 deducted from the salary due him/her for any month in which the
22 absence occurs shall not exceed the sum which is actually paid a
23 substitute employee employed to fill his/her position during
24 his/her absence.

25 Entitlement to sick leave provisions under this section shall
26 be used after entitlement to all regular sick leave, accumulated
27 compensating time, vacation, or other available paid leave has
28 been exhausted.

1 16.12 Other Leaves of Absence.

2 A regular employee may be granted a leave of absence with or
3 without pay by the Board of Trustees upon recommendation of the
4 Chancellor, for a period not to exceed one (1) year when such
5 action is not contrary to the best interests of the District.
6 Leaves of absence will terminate at the end of the fiscal year,
7 June 30, but may be extended or renewed.

8 16.13 Break in Service.

9 No absence under any paid or unpaid leave provisions of this
10 Article shall be considered as a break in service for any regular
11 classified employee.

12 Upon return, all time during which an individual is in
13 involuntary unpaid status shall be counted for seniority purposes
14 not to exceed thirty-nine (39) months, except that during such
15 time the individual will not accrue vacation, sick leave,
16 holidays, or other leave benefits.

17 16.14 Sick Leave Donation.

18 16.14.1 Classified bargaining unit employees may donate
19 unused sick leave to another employee when that employee suffers
20 from a catastrophic illness or injury pursuant to Board Policy,
21 the terms of Administrative Regulation, the collective bargaining
22 agreement between the District and the unit and Education Code
23 section 87045.

24 16.14.2 For purposes of Sick Leave Donation,
25 "Catastrophic illness or injury" shall mean an illness
26 or injury:

27 16.14.2.1 this is expected to incapacitate the
28 receiving employee for an extended

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period of time in excess of twenty (20) working days beyond the employee's paid leave entitlement; and

16.14.2.2 which would create a financial hardship for the receiving employee because he or she has exhausted all of his or her sick leave and other paid time off.

16.14.3 Sick leave may be donated by one employee to another employee, as set forth above, subject to the following requirements.

16.14.3.1 Recipient Employees In order to receive donated sick leave from other employees under this provision an employee must:

16.14.3.1.1 Submit a written request to receive donated leave pursuant to this section.

16.14.3.1.2 Verify the existence of a "catastrophic illness or injury" as defined above. An employee must provide written medical verification of the catastrophic illness or injury form an appropriate licensed health care provider. The District, in its discretion, may require a second medical opinion from a licensed health care provider of its choice.

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16.14.3.1.3 Verify the exhaustion of all sick leave and other paid time off.

16.14.3.2 Donor Employees In order to donate sick leave to another employee pursuant to this section and employee must:

16.14.3.2.1 Submit a written authorization to donate his/her sick leave to a properly designated eligible employee, identifying the receiving employee and the number of sick leave days to be transferred to the receiving employee.

16.14.3.2.2 Have at least twenty five (25) days of accumulated sick leave.

16.14.3.3 An employee may only donate a maximum of ten (10) days accumulated sick leave to a designated eligible employee. Sick leave donations shall be deducted and credited in eight (8) hour increments for full time employees and four (4) hour increments for part time employees.

16.14.3.4 The fact of the donation and the identity of the donor and recipient shall be a confidential personnel matter.

16.14.4 Sick leave donations pursuant to this provision shall be deducted from the donor's account and credited to the recipient's account. Such donations shall be

1 unconditional and irrevocable. An employee
2 who donates his or her sick leave pursuant
3 to this provision shall lose all rights or
4 entitlement to that sick leave whether or
5 not the donated sick leave is used by the
6 recipient employee.

7 16.14.4.1 Donated sick leave will be credited
8 between the first and the fifth of each
9 month, and any donations made after the
10 fifth of any given month will be
11 credited at the beginning of the
12 following month.

13 16.14.4.2 Donated sick leave shall thereafter be
14 treated, for tax, PERS, and other
15 purposes, as though the recipient had
16 earned it.

17 16.14.5 For all donations under this provision,
18 there shall be no adjustment made for
19 differences in individual salary between the
20 donor and recipient. This, the recipient
21 will receive his or her regular daily salary
22 for each sick leave day donated, regardless
23 of whether the donor's salary is greater or
24 less than the recipient's salary.

25 16.14.6 Exhaustion of all sick leave as described
26 herein includes all accumulated sick leave,
27 all other accrued paid leave, and all
28 sources of payment, including Workers'

1 Compensation benefits. The recipient must
2 be in unpaid status and must be unable to
3 return to work at the time of the donation.

4 16.14.6.1 For purposes of this section, "all
5 other accrued paid leave" shall include
6 vacation leave, compensation time, and
7 differential pay.

8 16.14.6.2 Any leave provided under the State or
9 Federal Family Leave Acts shall run
10 concurrently with any other paid leave.

11 An employee receiving donated sick leave pursuant to
12 this provision may only use the sick leave while the
13 employee suffers from the catastrophic illness or injury
14 that precipitated the transfer of the sick leave.
15 Donated sick leave days are only collected and posted to
16 the recipient after the recipient has been absent.

17 16.14.7 Any sick leave donation made pursuant to
18 these provisions shall be final and binding.
19 There shall be no remedy within the
20 District for an alleged right to recover
21 donated sick leave.

22 16.14.8 An employee may not use donated sick leave
23 credits for a period exceeding twelve (12)
24 consecutive months. An employee who
25 receives donated leave pursuant to this
26 provision shall use any leave credits he or
27 she continues to accrue on a monthly basis
28 prior to using donated leave.

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16.14.9 The parties acknowledge that at some time in the future, the faculty unit may negotiate a sick leave donation program. If so, the parties agree that, at that time, members of both units may donate sick leave to each other in accordance with Education Code, board Policy, Administrative Regulations and the mutually agreed upon terms of the respective collective bargaining agreements.

1 **ARTICLE 17. GRIEVANCE PROCEDURE**

2 17.1 Definitions.

3 A "grievance" is a formal, written allegation by a grievance
4 that he/she has been adversely affected by a violation of the
5 specific provisions of this Agreement. Actions to challenge or
6 change the policies of the District as set forth in the rules and
7 regulations or administrative regulations and procedures must be
8 undertaken under separate legal process. Other matters for which
9 a specific method of review is provided by law, by the rules and
10 regulations of the Board of Trustees, or by the administrative
11 regulations and procedures of this District are not within the
12 scope of this procedure.

13 A "grievant" may be any classified employee of the District
14 covered by the terms of this Agreement or a group of employees or
15 CSEA.

16 A "day" is any day in which the administrative offices of the
17 District are open for business. Time limits may be extended by
18 mutual agreement.

19 The "immediate supervisor" is the lowest level supervisor
20 having immediate jurisdiction over the grievant who has been
21 designated to adjust grievances.

22 17.2 Level I.

23 Before filing a formal written grievance, and within ten (10)
24 working days after the grievant knew or reasonably should have
25 known of the facts or situation-giving rise to the grievance, the
26 grievant shall attempt to resolve it by discussion with his/her
27 immediate supervisor.

28 17.3 Level II.

1 17.3.1 Level II. Within five (5) working days after the
2 informal conference, the grievant shall present his/her
3 written grievance, on the appropriate form, to his/her
4 immediate supervisor. This statement shall be a clear,
5 concise statement of the grievance, the circumstances
6 involved, the decision rendered at the informal conference,
7 and the specific remedy sought. The supervisor shall com-
8 municate his/her decision to the employee in writing within
9 five (5) working days after receiving the grievance. If the
10 supervisor does not respond within the time limits, the
11 grievant may appeal to the next level.

12 Within the above time limits, either party may request a
13 personal conference.

14 17.4 Level III. In the event the grievant is not satisfied with
15 the decision at Level II, he/she may appeal the decision on
16 the appropriate form to the Director Human Resources within
17 five (5) working days. This statement should include a copy
18 of the original grievance, the decision rendered, and a
19 clear, concise statement of the reasons for the appeal. The
20 Director Human Resources shall communicate his/her decision
21 within ten (10) working days after receiving the appeal.
22 Either the grievant or the Director Human Resources may
23 request a personal conference within the above time limits.
24 If the Director Human Resources does not respond within the
25 time limits, the grievant may appeal to the next level.

26 17.5 Level IV. If the grievant is not satisfied with the
27 decision at Level III, he/she may within five (5) working days
28 appeal the decision on the appropriate form to the Chancellor.

1 This statement shall include a copy of the original grievance and
2 appeal, the decisions rendered, and a clear, concise statement of
3 the reasons for the appeal.

4 The Chancellor shall communicate his/her decision to the
5 grievant within ten (10) working days. If the Chancellor
6 does not respond within the time limits provided, the
7 grievant may appeal to the next level. If the grievant does
8 not wish to submit the grievance to arbitration, it may be
9 appealed directly to Level V. In either case, the action
10 shall be taken within five (5) working days.

11 17.6 Level V. The arbitration shall be conducted in accordance
12 with the Voluntary Arbitration Rules of the American
13 Arbitration Association (AAA) and the provisions of this
14 procedure. However, upon the mutual agreement of the
15 District and the Association, the arbitration may proceed
16 under the Expedited Rules of the AAA.

17 The arbitrator shall be selected from a list provided by the
18 AAA by eliminating names until only one (1) name remains.
19 The one (1) remaining name shall be the arbitrator. The
20 process of striking names shall occur within ten (10) working
21 days of receipt by both parties of the AAA list.

22 The arbitrator shall have no power to alter, amend, add to,
23 subtract from, or disregard any of the terms of this Agree-
24 ment, but shall determine only if there has been a violation
25 of a provision(s) of this Agreement as alleged in the griev-
26 ance. The arbitrator will be without power or authority to
27 make any decision, which requires the commission of an act
28 prohibited by law or which violates the terms of this

1 Agreement.

2 The decision of the arbitrator shall be advisory only and
3 shall be in the form of a written recommendation to the Board
4 of Trustees. Copies of the decision shall be submitted to
5 the District, the Association, and the grievant.

6 The parties shall share all fees and expenses of the
7 arbitration, including charges by the arbitrator, room
8 rental, court reporter, and transcript, equally. Each party
9 shall bear its own attorneys' fees and costs, if any.

10 17.7 Level VI. If the grievant is not satisfied with the
11 decision at Level IV, he/she may within five (5) working days
12 submit a request in writing to the Chancellor for a review of
13 the decision by the Board of Trustees. The Board will review
14 a written summary by the Chancellor and a written summary by
15 the grievant at the next regular Board meeting. This summary
16 may include statements from witnesses. A copy of this
17 summary will be given to the grievant and his/her
18 representative.

19 The Board will render a final and binding determination of
20 the grievance. If the Board of Trustees determines that it
21 is unable to render a final determination on the record, it
22 may reopen the record for the taking of additional evidence
23 from the Chancellor and the grievant, and/or his/her
24 witnesses. No employee shall be discriminated against as a
25 result of filing a grievance.

26 In the event the advisory arbitration has been utilized, the
27 Board of Trustees shall consider the arbitrator's
28 recommendation at its next regular meeting, provided that at

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least ten (10) working days have elapsed since receipt of the decision.

The Board of Trustees may implement the arbitrator's decision in whole or in part; may decide not to implement the decision; may meet with the parties to discuss other alternative solutions; or may take whatever other action it deems appropriate.

The action of the Board of Trustees shall be final and binding.

1 **ARTICLE 18. SAFETY AND FITNESS**

2 18.1 Safety.

3 Employee safety is a primary concern of the Governing Board
4 and the administration of the District and is of highest priority.

5 The obligation of the District is to provide and maintain safe
6 working conditions and equipment at all times and to comply with
7 standards prescribed by applicable state and local laws and
8 regulations affecting employee safety. Any employee who notices
9 any unsafe condition shall remedy and/or report the condition to
10 his immediate supervisor immediately.

11 No employee shall in any way be discriminated against as a
12 result of reporting any unsafe conditions.

13 18.1.2 Tools

14 The District will provide employees with the proper
15 tools necessary to perform their regular assigned duties.
16 Additionally, Employees are to use tools in accordance with
17 the manufacturer's recommendations.

18 18.2 Fitness.

19 The West Hills Community College District and the California
20 School Employees Association, Chapter #429, hereby agree to
21 establish and participate in a voluntary physical fitness program
22 for full-time classified employees, the terms and conditions of
23 which are as follows:

24 18.2.1 Program. A full-time classified employee who
25 voluntarily enrolls in and attends a fitness program offered
26 by the West Hills Community College District (such as Fitness
27 Lab, Swimming, Volleyball, or Aerobics) will be allowed up to
28 one-half (1/2) hour of released time from work with no loss

1 of pay on the day the employee participates in the fitness
2 program activity. A flexible work schedule shall be mutually
3 agreed upon by the employee and his/her immediate supervisor
4 to accommodate an additional one-half (1/2) hour of time off
5 for fitness program participation. The employee may enroll
6 in no more than one program per academic semester.

7 18.2.2 Fees. The participating employee will pay any
8 course, class, or program fees.

9 18.2.3 Released Time. No vital College function shall be
10 impaired or interrupted by the employee's participation in
11 this program and the provision of released time thereof.
12 The Chancellor or designee shall make the determination of
13 what constitutes "vital College function".

14 Any released time allowed for the purposes of this program
15 shall be considered to be time worked by the employee.
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ARTICLE 19. SEPARABILITY AND SAVINGS

If any provision(s) of this Agreement are held to be contrary to law by a court of competent jurisdiction or rendered invalid by reason of subsequently enacted legislation, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

In the event of such an invalidation as described above, the parties agree to meet within thirty (30) calendar days after such decision for the purpose of determining if a replacement provision(s) is needed and to commence negotiations immediately to arrive at a mutually satisfactory replacement in the event it is determined by the parties that one is needed.

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ARTICLE 20. EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such provisions that are covered under applicable codes shall be in effect.

ARTICLE 21. COMPLETION OF MEET AND NEGOTIATION

During the term of this Agreement, the District and the Association expressly waive and relinquish the right to meet and negotiate on any subject or matter whether or not referred to or covered in this Agreement except by mutual consent.

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1 **ARTICLE 22. RETIREMENT**

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3 22.1 Early Retirement:

4 Early retirement is defined as retirement prior to the age of
5 sixty-five years of age.

6 22.2 Early Retirement Options:

7 At the time of early retirement, qualified unit members may elect
8 one of the three following retirement options if applicable.

9 Option 1. Retirement Incentive Stipend:

10 Unit members who retire prior to the age of 65 with a minimum of
11 twenty (20) years continuous service with the District immediately
12 preceding retirement, who have applied for PERS retirement, and
13 who notify the District of intent to retire by August 30th of the
14 year prior to their final school year, may receive an early
15 retirement incentive stipend as follows:

16 Age on effective retirement date: Incentive Stipend effective
17 07/01/2006:

18 60 years of age	\$15,000
19 61 years of age	\$12,000
20 62 years of age	\$10,000
21 63 years of age	\$6,000

22 Option 2. Retirement Incentive Benefits:

23 Unit members who retire on or after the age of 55 but prior to the
24 age of 65 with a minimum of twenty (20) years continuous
25 service with the District immediately preceding retirement,
26 may continue to receive the District paid Health Insurance
27 monthly contribution of \$905.00 or the cap contribution paid
28 for current employees, which is set at the time of

1 retirement, whichever is greater for the unit member and
2 spouse, until the unit member's 65th birthday. The unit
3 member shall be responsible for the difference in cost above
4 the cap. This provision shall only be applicable to unit
5 members who retire during the term of this agreement.

6 Option 3. Retirees Benefits:

7 Unit members may elect coverage as set forth in Article 6.4.

8 22.3 Eligibility

9 In order to be eligible for such retiree benefits, a retiree must
10 retire from the District in good standing. Retiring in "good
11 standing" shall mean that at the time the employee retires from
12 the District, he/she shall not be subject to District charges for
13 dismissal, including the pendency of formal charges, a dismissal
14 hearing or dismissal verdict, criminal charges, criminal
15 indictment or criminal conviction, or pendency of a criminal
16 hearing or verdict which either directly relates to the employee's
17 employment with the District or which, if proven, would disqualify
18 the employee from further employment with the District.

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