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# AFT GUILD, LOCAL 1931
# AMERICAN FEDERATION OF TEACHERS, AFL-CIO

*(OFFICE/TECHNICAL)*

## AGREEMENT

## WITH

# *SAN DIEGO COMMUNITY COLLEGE DISTRICT*

**JULY 1, 2004 - JUNE 30, 2007**

**PRINTED**
**APRIL 2005**

AGREEMENT

BETWEEN THE BOARD OF TRUSTEES

OF THE

SAN DIEGO COMMUNITY COLLEGE DISTRICT

AND THE

AFT GUILD, LOCAL 1931

AMERICAN FEDERATION OF TEACHERS, AFL-CIO,

OFFICE-TECHNICAL UNIT

The following agreement has been reached by the designated representatives of the Board of Trustees and the AFT Guild, Local 1931, American Federation of Teachers, AFL-CIO, Office-Technical Unit, in accordance with the California Educational Employment Relations Act. Provisions of this Agreement are effective July 1, 2004 through June 30, 2007, unless otherwise specified herein.

Marty Block, President
Board of Trustees
San Diego Community College District

Date: 2/28/05

Jim Mahler, President
AFT Guild, Local 1931
American Federation of Teachers, AFL-CIO,
Office-Technical Unit

Date: 2/28/05

AMERICAN FEDERATION OF TEACHERS GUILD – OFFICE TECHNICAL UNIT

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## ARTICLE I - RECOGNITION

1.1 The District recognizes the American Federation of Teachers Guild, Local 1931, AFL-CIO ("AFT Guild"), and its San Diego Community College District Office-Technical Unit as the exclusive representative of employees in the Office-Technical Unit of the San Diego Community College District in San Diego County in accordance with the certification issued by the Public Employment Relations Board November 17, 1998, Case No. LA-DP-318 pursuant to a Board-conducted secret ballot election.

1.2 Included in the Office-Technical Unit are the following job classifications: (See Appendix B)

1.3 Exclusions

Employees in management, supervisory, and confidential job classifications, and all other employees in job classifications not listed above shall be excluded. Newly created classifications or newly designated confidential positions on which AFT and the District cannot agree regarding inclusion or exclusion from the unit will be submitted to the Public Employment Relations Board for resolution.

1.4 Upon request by AFT, the District shall provide a list of confidential positions.

## ARTICLE II - FAIR SHARE PROGRAM/DUES DEDUCTIONS

2.1 AFT agrees to furnish to the Assistant Chancellor, Human Resources, a letter certifying the amount of AFT dues and fees for other services as applied to unit members. Such letter shall be furnished upon any change in such amounts applied.

2.2. AFT shall have the sole and exclusive right for the payroll check-off for membership dues and fees for other AFT membership benefits for unit members. With respect to all sums deducted by the District pursuant to authorization of the classified staff members, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the classified staff member's pay warrant, such moneys to the Guild's designee accompanied by an alphabetical list of classified staff members for whom such deductions have been made, and indication of any changes in personnel from the list previously furnished.

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

2.3 Fair Share Program

2.3.1 Eligible Unit Members

Eligible unit members for the Fair Share Program shall include those classified staff members whose monthly gross earnings are $450 (four hundred fifty dollars) or greater.

2.3.2 As a condition of employment, all eligible unit members covered by this Agreement on or after the effective date of the ratification of the Fair Share Program, shall execute within thirty (30) calendar days of his/her first day of employment with the District and/or thirty (30) calendar days from the date of the fair share certification, a choice to designate for payroll deduction one of the following: (1) AFT dues; (2) a fair share fee; or (3) a contribution to a non-religious, non-labor charitable fund under Section 501(c) of Title 26 of the Internal Revenue Code, if he/she qualifies for a bona fide religious body or sect.

2.3.3 Contribution Deduction for a Religious Body or Sect

To qualify for deduction of the contribution to a religious body or sect, the unit member must certify to the Guild and the District that he/she is a member of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt unit member will be required to submit to the Guild and the District

2.3.3 Contribution Deduction for a Religious Body or Sect (Continued)

a notarized letter signed by an official of the bona fide religious body or sect certifying that person's membership. The deduction in an amount equal to the fair share fee shall be forwarded to the charitable fund after the Guild has approved the exemption. The Guild will receive from the District quarterly proof of payment of an amount equivalent to such representation fee to one of the negotiated funds or organizations agreed to for alternative payment. The Guild and the District shall, within thirty (30) days of the signing of this Agreement, meet to establish the approved list of negotiated funds or organizations.

2.3.4 Involuntary Deduction

If any current unit member or new unit member fails to designate which of the above deductions is to be made at the time of the execution of this Agreement or of entry into a classification covered by this Agreement, the District shall deduct the fair share fee beginning with the pay period following his/her first day of employment with the District.

2.4 Forfeiture of Deduction

If, after all voluntary insurance premium deductions and other voluntary deductions are made in any pay period, the balance is not sufficient to pay the deduction of AFT dues, fair share fee, or contribution to a charitable fund required by this Article, no such deduction shall be made for the current pay period.

2.5 Financial Documentation

AFT shall provide the District with a copy of any financial reports required under Section 3546.5 of the Government Code in the administration of the Fair Share Program.

2.6 Reinstatement

Upon the reinstatement of any unit member, or upon the recalling of any unit member from layoff status, the District will resume or initiate dues, fair share fee or contribution to a charitable fund in accordance with Section 2.1.

2.7 Check off

Upon notification by the Guild and delivery to District payroll of appropriate authorization forms, the District shall deduct from each unit member's wages the amount of the AFT dues, fair share fee, or contribution to charitable organizations as specified by the Guild.

## ARTICLE II - FAIR SHARE PROGRAM/DUES DEDUCTIONS

2.7 Check off (Continued)

Any questions from classified staff members concerning the amount of deduction shall be referred to AFT Guild. AFT shall notify the District in writing of any corrections and this shall be made during the following payroll period. The District shall refer to AFT if any AFT member who seeks revocation of his/her membership.

Any overpayments or underpayments of dues by unit members shall be adjusted upon notification to the District by AFT Guild the month following notification.

2.8 Indemnification

The Guild shall indemnify the District and hold it harmless against all suits, claims, demands, liability, attorneys fees and other costs that shall arise out of or by reason of any action that shall be taken by the District for the purposes of complying with the requirements of this Article. The Guild agrees to furnish any information needed by the District to fulfill the provisions of this Article.

## ARTICLE III - EMPLOYEE ORGANIZATION RIGHTS

3.1 AFT shall have the right to reasonable use of District buildings, facilities, and general office machines. Use of copy machines shall be available at regular charge in accordance with District procedures.

3.1.1 The District shall provide meeting facilities for AFT under the Civic Center Act at no cost unless extra set-up or custodial charges are incurred by the District, in which case AFT shall reimburse the District at cost.

3.2 AFT shall have the right to post AFT material on one (1) District-provided bulletin board at District locations where unit members are regularly employed. All materials shall include the organization name. The District shall not be held responsible for the maintenance and suitability of any AFT materials posted on the bulletin boards and for the removal of materials.

AFT may post and remove AFT material which must include the organization name on other bulletin boards available for staff use but exclusive space will not be set aside on such boards.

3.3 AFT shall be permitted the reasonable use, without charge, of the District intra-site mail service and unit member mailboxes for communication with unit members so long as such use does not violate U.S. Postal regulations. All mail must be individually addressed to the unit member, including work location (office), and the outside of the document must bear the name of AFT.

AFT use of the District's E-mail/Internet system shall be in accordance with District E-mail/Internet policy. The District shall notify AFT of its intent to change the District policy related to union access and shall meet and negotiate with AFT on the impacts and effects of any changes that are within the scope of representation.

Neither the District nor AFT shall use District intra-site mail service, including electronic mail service, or bulletin boards to transmit materials or post notices that defame the members of the Board of Trustees, its employees, agents, unit members, or representatives or agents of AFT. The parties agree to meet and consult within five (5) working days to consider any claim that this Section has been violated.

The District agrees to pay for the costs of postage associated with sending regularly distributed AFT materials to unit members assigned to military facilities.

## ARTICLE III - EMPLOYEE ORGANIZATION RIGHTS

3.4 Information

Membership and dues information packets shall be furnished by AFT to the District and the District will provide a packet and a copy of this Agreement to each new unit member.

3.5 AFT shall have access to District Policies and Procedures and revisions thereto via the Internet. If said policies and procedures are not available via the Internet, the District, upon request, agrees to provide AFT with one (1) hard copy of set of these Policies and Procedures and revisions thereto.

3.6 AFT may request and receive one (1) copy each of any tentative and, final budget, monthly internal M20 reports and CCSF311, said copy to be without charge.

3.7 AFT may request and receive one (1) copy, without charge, of any District document which is a public document or which is necessary and relevant for the performance of AFT's duties as the recognized collective bargaining agent.

3.8 The District will provide AFT one (1) copy of a listing of all unit members on a quarterly basis, indicating name, social security number or employee I.D. number, assignment, contract hire date, location (office), position title code, position equivalent, telephone numbers, and home addresses; and one (1) copy of a listing of all resignations, terminations, retirements, and leaves of absence in this Unit on a monthly basis, indicating name, work location, and classification. Available social security numbers, addresses, and telephone numbers will be provided within the limits of the Privacy Act.

3.9 The District will provide copies of premium runs of payroll deductions for any AFT - sponsored benefit program participated in by unit members.

3.10 Distribution of Agreement

The parties shall share equally the cost of printing and distribution of the Agreement and any written changes agreed to by the parties.

3.11 Employee Orientation

AFT will be notified at least two (2) weeks prior to any District-wide orientation program at which new unit members represented by AFT are scheduled to attend. Released time for an AFT employee representative to attend such program is appropriate so that a presentation can be made. Released time is to be authorized through the Assistant Chancellor, Human Resources.

## ARTICLE III - EMPLOYEE ORGANIZATION RIGHTS

### 3.12 Paid Released Time

3.12.1 Meeting and Negotiating. AFT shall have the sole right to designate up to five (5) District employees for meeting and negotiating with the District without loss of compensation.

3.12.2 Designated officers and/or site representatives shall receive reasonable periods of released time without loss of compensation for the investigation and processing of grievances.

Released time for the presentation of grievances shall be scheduled so as to minimize the impact on District operations and shall not disrupt District business. The officer shall first secure permission of his/her supervisor and shall notify the appropriate supervisor of the site or department that he/she plans to visit. Such permission of either supervisor shall not be unreasonably withheld.

Visits by AFT staff representatives and/or officers with employees for the purpose of processing grievances may be made during working hours by pre-arrangement with the supervisor or appropriate manager. The supervisor or appropriate manager shall provide a private area for such grievance processing. Such visits shall be scheduled at a time that will not interfere unreasonably with the operation of the District's business.

3.12.3 Up to a maximum of five (5) designated officers and/or site representatives shall receive reasonable periods of released time without loss of compensation to attend District functions designated elsewhere in this Agreement, e.g. consultation meetings, new employee orientation, District executive council, Board meetings if AFT/OT business is on the agenda. The unit members must give at least one (1) day of prior notice to their immediate supervisor.

3.12.4 The District agrees to provide a cumulative maximum of forty (40) hours of paid released time for the unit per fiscal year for attendance at AFT or AFL/CIO conference(s).

3.12.5 The hours a unit member is granted leave under Article XII (12.3.7) spends negotiating with the District and processing grievances, involved in collaborative projects to improve labor relations and/or delivery of services to students, or in any of the activities in 3.12.3 above shall constitute released time and shall not be charged to AFT.

3.12.6 AFT shall provide an accounting to the District of the amount of released time upon request.

3.12.7 AFT shall be granted 1.0 FTE of paid release time to be used at the discretion of the Guild. Additionally, up to $7,500.00 per year of paid release time shall be allocated for AFT officers to attend AFT meetings and/or conferences.

3.12.8 AFT will coordinate with campus and District Office administration to allocate a portion of time up to one (1) hour at the beginning of each semester to hold a group meeting with unit members.

3.13 AFT Officers

AFT shall notify the District of the names and assignments of all duly appointed AFT officers and the District agrees to recognize only these AFT officers as those duly appointed to receive grievances or act on behalf of the AFT.

3.14 No Discrimination Due to AFT Activity

The District shall not interfere with, intimidate, restrain, coerce, or discriminate against unit members because of membership, participation, or holding office in AFT.

3.15 AFT may designate one (1) representative to serve on the following committees/councils:

District Executive Council
District wide Classified Staff Development Advisory Committee
Safety Committee(s)
District Calendar Committee
Fringe Benefits Committee (if reestablished by the District)
Other committees established by the District and if AFT representation is mutually agreed upon by the parties

## ARTICLE IV - EMPLOYEE RIGHTS

### 4.1 Personnel Files

4.1.1 The official personnel file of each unit member shall be maintained at the District's central Human Resources Office.

4.1.2 A unit member shall have the right during normal business hours of the District Administrative Offices to examine and/or obtain a copy, at the unit member's expense, of any material in her/his official personnel file, except those excluded by law, by appointment with the Human Resources Office. Material not available to the unit member includes, but is not limited to, materials, which were obtained prior to the employment of the unit member.

4.1.3 The official personnel file shall be kept in confidence and shall be available for inspection only by the unit member, her/his representative of AFT (with the unit member's written permission or when accompanied by the unit member) and authorized administrative employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the unit member. Any time the unit member's official personnel file is accessed by anyone other than: a) the unit member; b) her/his representative; or c) an authorized District employee conducting routine District business who serves under the direction of the Assistant Chancellor of Human Resources; the unit member shall be notified of such access. Said notification shall include the name and title of the administrative official accessing the official file and the reason for such access. Nothing herein shall be construed to prevent compliance with a valid court order or subpoena, although the unit member shall be noticed if such a request occurs.

4.1.4 Material derogatory to a unit member's conduct, performance, or character, shall not be entered in a unit member's personnel file unless and until the unit member is provided a copy. A unit member has a right to have a written response attached to such derogatory material and placed in her/his official personnel file.

4.1.5 Upon the request of the unit member, all materials, except those materials referenced in Section 4.1.2 that the unit member deems derogatory, shall, after remaining in the unit member's official personnel file for a period of two (2) years or more, be placed in a separate sealed envelope, which shall be retained in the unit member's official personnel file. This sealed envelope may not be viewed by anyone other than an authorized District employee conducting routine District business who serves under the direction of the Assistant Chancellor of Human Resources, and may not be opened except by the Assistant Chancellor of Human Resources.

## ARTICLE IV - EMPLOYEE RIGHTS

### 4.2 Outside Employment

A unit member may not be restricted from outside employment except as permitted by law and District Policy and Procedure (4460 and 4460.2) in effect as of October 14, 1998. The District agrees to notify AFT of its intent to change said policy and provide AFT an opportunity to negotiate those changes which are within the scope of representation upon timely demand to bargain.

## ARTICLE V - WORKWEEK AND HOURS OF WORK

The workday, workweek, and the work schedule of unit members shall be designated by the District. Changes may be made by the District in accordance with the provisions of this Agreement. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis on a non-regular or emergency basis when such is necessary to carry on the business of the District. If at all practicable, a minimum of one (1) workday notice shall be given prior to extending the unit member's workday or workweek. Nothing in this Article shall be deemed to prevent the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for any of its classified positions.

Unit members who have less than a twelve (12) month contract and who perform duties during months in which they are not contractually assigned, shall receive pro rata wages and benefits applicable to the classification in which they are working during their non-contractual months. "Benefits" as described in this Section includes sick leave, vacation, and holiday compensation.

### 5.1 Definition of Work Day

Each unit member shall be assigned a fixed, regular and ascertainable minimum number of hours per each regular workday. The regular workday for fulltime unit members shall be eight (8) hours unless otherwise provided for in 5.3.1 below. A workday may consist of a split shift.

### 5.2 Definition of Workweek

The workweek for fulltime unit members shall be forty (40) hours and shall consist of not more than five (5) consecutive days. Persons employed less than full time may be assigned a flex schedule. The traditional workweek shall be Monday through Friday. A non-traditional workweek may begin on any day other than Monday and shall not exceed five (5) consecutive workdays.

### 5.3 Alternative Work Schedules

At the option of management or at the request of the unit member, an alternate work schedule may be established in accordance with the provisions below when such assignments are needed for the operation of the District, or if by reason of the work location and duties, the unit member's services are not required for a workweek of five (5) consecutive days. Volunteers in the classification needed will be considered first. If more than one (1) unit member volunteers, seniority will be one of the considerations in making the final decision.

5.3.1 Employee Requested Alternative Work Schedule

The requesting unit member's supervisor/manager will review the request for an alternate work schedule and make sure that it meets all of the following criteria:

1. The proposed alternate work schedule does not interfere with the day-to-day operational needs of the organization as determined by the District;

2. The request is submitted in writing; and

3. The unit member agrees to comply with the requirements in this Article, as well as all timekeeping, attendance, or supervisory reporting requirements.

4. Upon any changes in the above criteria, the supervisor/manager may cancel the alternate work schedule with ten (10) working days notice.

5.3.2 Four-Ten Workweek (4/10 Schedule)

This schedule shall consist of four (4) consecutive days of ten (10) hours per day and forty (40) hours per week.

5.3.3 Nine-Day, Eighty Hour Schedule (9/80 Schedule)

This schedule shall consist of a two (2) week work period consisting of one (1) workday off and nine (9) days of work, eight (8) of which shall be nine (9) hour days and one (1) of which shall be an eight (8) hour day. The workweek shall begin at the midpoint of the shift on the eight (8) hour day of the week, determined by the immediate supervisor in the best interests of the particular department or program, and shall be defined so that no unit member will be regularly required to work more than forty (40) hours during any given workweek.

5.4 Flex Scheduling

Part-time unit members in positions that are subject to flex scheduling will be guaranteed a specific number of days/hours to be worked within a fiscal year based on the percentage of FTE for the contract assignment. Calculation of total days/hours per fiscal year to be worked shall be based on the industry norm of 2080 (two thousand eighty) hours, which represents the average number of working hours in a year. In any one workday, no unit member shall be required to work fewer than three (3) hours. Eligible holiday hours will be subtracted from the hours to be worked. (See chart in Appendix F.)

5.4 Flex Scheduling (Continued)

Unit members subject to flex scheduling will receive their work schedule which shall include days and hours to be worked during the fiscal year no later than thirty (30) calendar days prior to their first day of work in the fiscal year. Changes at other times of the year to the schedule will be made in accordance with provision of Article 5.7 of this Agreement.

Unit members will receive equal paychecks each month of their work year.

5.5 Workweek for Interpreters and Lead Interpreters for the Deaf

Unit members in positions of Interpreters or Lead Interpreters for the Deaf that are subject to flex scheduling will be guaranteed a specific number of days/hours to be worked within a fiscal year based on the percentage of FTE for the contract assignment. Calculation of total days/hours per fiscal year to be worked shall be based on the industry norm of 2080 (two thousand eighty) hours, which represents the average number of working hours in a year. In any one workday, no unit member shall be required to work fewer than three (3) hours as a part of his/her regular assignment.

Interpreters will receive their work schedules that shall include days and hours to be worked during each semester, no later than two (2) weeks prior to the first day of classes of the semester. Work schedules will be created to meet the needs of student schedules and may require daily changes to the unit member's work location, and/or hours to be worked. Such changes are not subject to the notice requirements of Article 5.7.

Interpreters will receive equal paychecks each month of their work year.

5.6 Timekeeping

5.6.1 Absences for unit members on alternative work schedules or in part-time assignments shall be recorded based on the number of hours the unit member was scheduled to work on the day the absence occurred.

5.6.2 Holiday hours for unit members on flex scheduling are based on the contract percentage the unit member works (e.g.; a .50 FTE receives four (4) hours holiday pay).

5.6.3 The Education Code provides that all eligible employees are entitled to paid holidays if they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday, therefore, holiday hours for all other unit members shall be recorded based on the number of hours the unit member was scheduled to work on the day designated as a holiday.

5.6.4 Only in cases where only one (1) holiday falls within the 80 hour work schedule, unit members on a 9/80 alternative work week schedule shall adjust their work schedule so that their eight (8) hour day falls on the designated holiday.

5.7 Change in Work Schedule

A unit member's work schedule may be changed at the discretion of the District or upon mutual agreement with a unit member request. The District will not change a unit member's schedule without prior notice. A change in work schedule is defined as the modification of a unit member's start and/or end time of a workday and/or routinely assigned workweek. A unit member shall not be required to change his/her workweek to include Saturday, Sunday, or split shift assignments without his/her written consent.

Unless mutually agreed to, or except in the case of an emergency involving the delivery of District services or programs necessitating a temporary schedule change, a unit member shall receive written notice fifteen (15) working days prior to the effective date of a change in the unit member's work schedule. Notices shall include the specific hours of assignment, days per week and the shift differential change, if appropriate. If the change of hours includes a change of duties, a desk description will be provided.

A unit member shall be temporarily exempt from such change if the said unit member is enrolled in a course in an institution of higher or continuing education and the course hours conflict with the proposed hours of employment. The unit member shall be immediately assigned to the new work schedule upon completion of or withdrawal from the course in which he/she is enrolled at the time of the notification of the change in hours. A unit member who claims a bona fide hardship that cannot be resolved to accommodate the proposed schedule shall be immediately assigned to the new work schedule upon resolution of the hardship circumstances, or thirty (30) working days from the date of the proposed schedule change, whichever comes first. Hardship exemptions shall be made by the unit member's immediate supervisor in consultation with his/her manager. Appeals may be made to the appropriate President or Assistant Chancellor. The unit member can make no further appeal and the decision shall not be grievable.

Temporary Modification of Work Schedule: Employees who are not required or requested to work overtime during a specific time period, may voluntarily request on a non-regular, non-reoccurring basis to modify the hours on one day and make up the hours on another work day as long as the total number of hours worked in any week does not exceed forty (40). The employee must complete a request form and have it approved by his/her immediate supervisor prior to this modification of the workday. (Appendix I)

5.8 Reduction in Assigned Time

Any reduction in assigned time shall be accomplished in accordance with the layoff and reemployment procedures of the California Education Code and the layoff provisions of Article 19 of this Agreement.

5.9 Part-Time Assignments

5.9.1 Unit members who are required to work beyond their regularly assigned work hours, but fewer than eight (8) hours per day shall be compensated for all extra time worked at their regular rate of pay on a pro-rata basis of their regular salary, or the prevailing District approved hourly rate, whichever is greater.

5.9.2 When a part-time assignment is increased, the incumbent shall have the first opportunity to accept the additional assignment.

5.10 Lunch Period

Unit members working six (6) hours or more shall be scheduled for a minimum of one half (1/2) hour, uninterrupted, unpaid, duty-free lunch period at the approximate midpoint of their shift.

Unit members in the classification of Police Communications Dispatcher who work a continuous shift of six (6) hours or more will be on call through their paid thirty (30) minute lunch period. In the event that an emergency situation interrupts a dispatcher's lunch break, the dispatcher shall be permitted to take the remainder of the break on that same day at a time designated by the supervisor.

Any unit member assigned to work a regular, continuing schedule of eight (8) hours or more per day, in which one-half (1/2) or more of the shift is worked between 10:00 p.m. and 4:00 a.m. shall have a one-half (1/2) hour lunch break included within the eight (8) hour shift.

5.11 Rest Periods/Breaks

5.11.1 Unit members assigned six (6) hours or more shall be permitted two (2) paid, fifteen (15) minute rest breaks; one (1) during the first half of the workday, and one (1) during the second half of the workday. Each unit member assigned from three (3) hours up to six (6) hours shall be entitled to a fifteen (15) minute rest break approximately midway through the work period.

5.11.2 Unit members assigned to a four (4) day, ten (10) hour work day shall be permitted two (2) paid, twenty (20) minute rest breaks; one (1) during the first half of the work day and one (1) during the second half of the work day.

5.11.3 Section 5.11.1 above shall not apply to Lead/Interpreters for the Deaf. Rest breaks provided for all interpreters shall be no less than fifteen (15) minutes. Breaks shall include the ten (10) minute "passing time" between classes, the "attendance" portion of classes, prep time for classes, or any other non-signing time at the beginning or end of the class period. The District shall make every effort to provide team or break interpreters for lecture classes of longer than fifty (50) minutes. Frequency of rest breaks for other classes shall be determined by the District based upon the complexity and intensity of the class. The District shall make every effort to notify an interpreter if a break interpreter is unavailable, so that he/she may make arrangements within the class meeting for a break. In no case shall an interpreter be required to interpret continuously for more than fifty (50) minutes without a break.

5.11.4 Breaks may not be combined or used to shorten the workday or to extend the lunch period on a routine basis.

5.12 Rest Facilities

The District shall make available at each campus, Continuing Education Center, and at the District Office, a lounge, lunchroom, rest room, and lavatory facility equipped with hot water for unit member use.

5.13 Voting Time Off

If a unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the unit member is entitled to vote, the District shall arrange to allow sufficient time for such voting by the unit member without loss of pay.

5.14 Overtime and Compensatory Time

5.14.1 Definition

Overtime is defined as authorized time in excess of eight (8) hours in any one day and in excess of forty (40) hours worked in a week. The District will distribute overtime opportunities as equitably as possible. Volunteers in the classification needed will be considered first.

5.14.1 Definition (Continued)

For unit members working a four-ten schedule, overtime shall be granted for all hours worked in excess of the required ten (10) hour workday and hours worked on the 5th, 6th, or 7th days of the same week. For unit members working a 9/80 schedule, overtime shall be granted for all hours worked in excess of the required workday of nine (9) hour workday and a workweek of forty (40) hours.

Unit members who are not required or requested to work overtime during a specific time period, may voluntarily request on a non-regular, non-reoccurring basis to modify the hours on one day and make up the hours on another day as long as the total number of hours worked in any week does not exceed forty (40). Such request must be made in writing on the District's "Employee Request for Temporary Schedule Change" form and approved by the unit member's immediate supervisor prior to this modification of the workday. No overtime hours shall be earned under this provision.

5.14.2 Rate of Compensation

Overtime hours, as defined in this Article, shall be compensated at a rate of pay equal to one and one-half (1-1/2) times the regular rate of pay.

5.14.3 Forms of Compensation

Overtime compensation may be in the form of compensatory time off or pay. The District shall consider the unit member's preferred compensation option. If the unit member and the supervisor cannot agree upon the form of compensation, the form of compensation shall be as determined by the supervisor. Unused accrued compensatory time will be paid off at the end of the fiscal year if management determines that there are program funds available for this purpose.

5.14.4 Accumulation of Compensatory Time

The amount of compensatory time that a unit member may accumulate shall not exceed 240 (two hundred forty) hours.

5.14.5 Scheduling Compensatory Time Off

The compensatory time off shall be taken or scheduled no later than ten (10) months from when it was earned. If the unit member has not requested and taken the compensatory time within this period, management shall determine when it shall be taken.

5.14.5 Scheduling Compensatory Time Off (Continued)

If compensatory time off has not been approved and taken within twelve (12) months of when it was earned, the unit member shall be paid for accumulated compensatory time. Accumulated compensatory time off shall be used prior to the use of vacation leave.

5.15 Call Back Time

A unit member who is called back at the conclusion of her/his regular work day or who is called in to work on a scheduled day off, including vacation and compensatory time off, shall be guaranteed a minimum of two and one-half (2-1/2) hours of work, and shall be compensated at his/her overtime rate.

5.16 Additional Assignment

A unit member may, solely at their option, work occasionally or sporadically on a part time basis in a different capacity from their regular employment at the hourly rate of pay for this additional assignment. This shall not be defined as overtime.

All other additional assignments must be paid in accordance with the Fair Labor Standards Act (FLSA).

Unit members with assignments less than 1.0 FTE shall not be eligible to work additional assignments.

## ARTICLE VI - PAY AND ALLOWANCES

### 6.1 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rate established for each class as provided for in Appendix A which is attached hereto and by reference incorporated as part of this Agreement.

### 6.2 Pay Warrants

All regular paychecks of unit members shall be itemized to include all deductions, overtime, holiday pay, additional wage benefits, differentials, year-to-date gross earnings, and sick leave and vacation accrual as of close of the payroll reporting period.

As soon as the information systems software permits, the range and step placement shall be printed on each staff member's pay warrant.

### 6.3 Method of Payment

Unit members shall receive pay warrants on the last working day of each month.

### 6.4 Underpayments or Overpayments

Proper salary range and step placement is the joint responsibility of the unit member and the District. Unit members are encouraged to examine their salary warrants regularly and unit members suspecting a salary or warrant error should bring the matter to the attention of the District Human Resources Office immediately.

In the event of underpayment or overpayment in a unit member's compensation, the following procedures shall control and be applicable only if the unit member, or AFT, on its own behalf, and on behalf of the affected unit member, agrees upon the fact and amount of underpayment or overpayment, and upon use of these procedures.

Should underpayment or overpayment in compensation occur, for purposes of determining the amount to be refunded or collected, retroactivity shall be limited to one (1) calendar year from the time the error is brought to the attention of the affected unit member or Human Resources. If the error cannot be corrected prior to the issuance of the subsequent pay warrant, retroactivity will be extended until a correct pay warrant is issued.

In cases of underpayment, the District will issue a supplementary warrant for the amount due the unit member.

6.4 Underpayments or Overpayments (Continued)

In cases of overpayment, the unit member shall pay the full amount back to the District within one (1) calendar year from the date of the issuance of the unit member's first pay warrant which includes a deduction for a portion of the overpayment. In cases where the one (1) year time frame would cause the monthly repayment deduction to exceed five percent (5%) of the affected unit member's gross pay for that month, said deduction shall be limited to five percent (5%) of the unit member's gross pay, and the time frame for repayment shall be extended until the full amount is repaid.

6.5 Payroll Errors

Any payroll error resulting in insufficient/overpayment for a unit member shall be corrected, and a supplemental check issued or repayment made three (3) working days after the error is discovered by the unit member or the District and reported to the District Payroll Department or the unit member.

6.6 Special Payments

Any payroll adjustment due a unit member as a result of working out-of-class, recomputation of hours, or reasons other than procedural errors shall be made and a supplemental check issued within seven (7) working days following the receipt of the appropriate paperwork in the Human Resources Payroll Office.

6.7 Lost Checks

Any paycheck that is lost after receipt or that is not delivered within seven (7) days of mailing, shall be replaced not later than five (5) working days following the unit member's written request to the Payroll Department for replacement of the check.

6.8 Promotion

Any unit member receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure approximately five percent (5%) increase as a result of that promotion. The step placement will be made based on the rates in effect on the date the promotion is effective.

6.9 Shift Differential Compensation

6.9.1 Any unit member assigned to work a shift of three (3) hours or more before 7:00 a.m. and after 5:00 p.m., and not eligible for any other shift differential, shall be entitled to a one percent (1%) salary differential for each such regularly scheduled day within the workweek, to a maximum of five percent (5%).

6.9 Shift Differential Compensation (Continued)

A unit member who works less than a five percent (5%) shift and is temporarily reassigned to work for four (4) or more additional days of shift for a calendar month, shall be entitled to a one percent (1%) salary differential for each of those days to a maximum of five percent (5%) per week.

Unit members who work on either Saturday or Sunday, as part of their regular workweek shall receive a one percent (1%) pay differential. If the regular scheduled workweek includes both Saturday and Sunday unit members shall receive a two percent (2%) differential.

Any unit member assigned to work a regular shift of four (4) hours or more between the hours of 10 p.m. and 7 a.m. , shall be entitled to a one and one-half percent (1.5%) salary differential for each such regularly scheduled day within the workweek, to a maximum of seven and one-half percent (7.5%).

6.9.2 Any unit member transferred to a non-shift assignment for twenty (20) working days or less in any pay period shall continue to receive shift differential pay for that period. Temporary reassignment of unit members to day shift resulting from semester and holiday breaks shall not result in a loss of shift differential for that day.

6.9.3 Any unit member entitled to a shift differential who adjusts his/her workday as set forth in Article XV, Section 15.4, shall continue to receive the shift differential for that day.

6.9.4 Unit members in the classification of Police Communications Dispatcher and Police Communications Lead Dispatcher who are not in a regularly scheduled shift assignment shall have any temporary shift assignments reviewed at the end of each month for shift eligibility. Compensation will be determined on the basis of the number of eligible shift days worked in the month, times the FTE assignment, times the number of hours in each shift day worked, times the hourly rate, times the percent applicable for these hours (5% and/or 7.5%).

6.10 Out-of-Class Assignment

For any out-of-class assignment, a unit member shall be paid an additive amount which, when added to his/her base pay, shall equal the "A" step of the appropriate range, or the step the unit member would be placed on, if promoted to the classification, whichever is greater. Out-of-class pay shall be for assignments of five (5) days or greater in duration, and shall be effective the first day of such assignment.

6.10 Out-of-Class Assignment (Continued)

In cases where the assignment is not reasonably consistent with the full range of duties of an existing higher class, the principle of a five percent (5%) additive shall prevail. The District will notify AFT of any out-of-class assignments approved for more than a six (6) month period of time.

6.11 Mileage

A unit member required to use his/her vehicle on District business shall be reimbursed at the prevailing IRS rate per mile for all actual miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District business. A second trip between home and work generated by a split-shift assignment shall be considered reimbursable mileage. Unit members required to use some form of public transportation in lieu of a personal vehicle shall be reimbursed for the actual expenses incurred. Mileage expenses shall be payable in a separate warrant drawn against District funds within fifteen (15) working days of receipt of the claim by the Accounting Office.

6.12 Meals

A unit member who, as a result of work assignment, must have meals away from the District shall be reimbursed a reasonable rate as determined by the District, not later than fifteen (15) working days after receipt of the claim by the Accounting Office.

6.13 Lodging

The District will provide lodging for any unit member who, as a result of a work assignment, must be lodged away from home overnight. If advance funds are not available or do not cover the full cost of required lodging, the District shall reimburse the unit member for out-of-pocket lodging expenses within fifteen (15) working days after receipt of the claim by the Accounting Office.

6.14 Initial Salary Placement

Initial salary placement of newly employed unit members shall be on the first step of the appropriate range. Unit members with the equivalent of eighteen (18) months of verified, paid, full-time and related job experience of at least three (3) months in duration, shall be moved to Step B of the appropriate range. Unit members with the equivalent of thirty-six (36) months of verified, paid, full-time and related job experience of at least three (3) months in duration, shall be moved to Step C of the appropriate range. For purposes of salary placement, 7.5 semester units (or equivalent quarter units) of directly related coursework from a regularly accredited institution will be equivalent to one (1) year of

6.14 Initial Salary Placement (Continued)

job experience. For purposes of calculation of District short-term non-academic hourly work, (one hundred seventy-three) 173 hours shall be credited as one month of calendar work.

The combination of experience and credits shall not result in placement higher than Step C without specific approval of the Chancellor. Verifications submitted within 120 (one hundred twenty) calendar days from the date of employment will result in retroactive salary placement. All other verifications for initial placement will be effective the first of the month following submission to Human Resources. Any additional initial salary placement verifications submitted after one (1) year from the date of hire will not be accepted.

The AFT will receive a duplicate copy of the salary information form given to the employee at the time of hire.

6.15 Service Increments

Unit members shall be granted a one-step salary increase on the first of the month which is concurrent with or immediately following the satisfactory completion of one (1) assignment year of service.

6.16 Holiday Pay

In the event that a unit member is required to work on a holiday established in the Education Code, at the discretion of the District they will either be compensated at two and one-half (2-1/2) times their regular rate of pay or they will receive their regular rate of pay plus an additional holiday equal to one and one-half (1-1/2) times the number of hours of the original holiday. The District shall consider the unit member's preferred compensation option. These hours will be scheduled by the unit member in conjunction with the supervisor within thirty (30) days of the original holiday.

6.17 PERS Pay Conversion

6.17.1 District Contribution. As begun March 1, 1990, the District shall pay each month during the term of this Agreement, each participating unit member's contribution to the Public Employees Retirement System (commonly referenced as seven percent [7%]).

6.17.2 As begun January 1, 1997, the District shall pay each participating unit member's contribution to the Public Employees Retirement System for unit members who have less than fifty percent (50%) positions if they were PERS qualified with the District prior to the date of first contract. Until such time as she/he qualifies for

6.17.2 (Continued)

PERS, the District shall pay each participating unit member's contribution to the alternative retirement system provided for unit members who have less than fifty percent (50%) positions and were not PERS qualified with the District prior to the date of first contract.

6.17.3 Increases -- The District contribution toward any increase in the current statutory PERS contribution rate (gross salary - 133.33 x .07) shall not be automatically adjusted upward unless mutually agreed to by the parties.

6.17.4 Salary Comparability/Cost Studies -- Since the District's PERS contribution is made in lieu of a salary increase, both parties agree that future calculations of the cost of a one percent (1%) increase of the Classified Salary Schedule shall include District PERS contribution costs. It is also agreed that the District PERS contribution costs should be included in any salary comparability study of benchmark Districts.

6.17.5 Hold Harmless Clause -- AFT shall defend and hold the District harmless against any claims by a unit member or on behalf of a unit member arising out of implementation of this Section 6.18.

6.18 Market Additive

In the event the District determines to decrease or remove a market additive, unit members working in a classification receiving the market additive shall have their salary frozen at their current rate until the appropriate range equals or exceeds their frozen salary.

## ARTICLE VII - EMPLOYEE BENEFITS

### 7.1 Health and Welfare Benefits

The District agrees to continue its participation, begun January 1, 1994, in VEBA and to offer a comprehensive health plan through VEBA. AFT shall be entitled to released time for one (1) representative to attend the monthly VEBA Board of Directors meetings held during District business hours. Any number of AFT representatives may attend the Advisory Committee meetings subject to VEBA rules. AFT representatives in addition to those authorized above shall not be given released time.

### 7.2 Coverage

The following coverage shall apply to all unit members whose regular assignments are 50% FTE or more. There shall be an annual open enrollment period as announced by the District Benefits Office for the health components of the District's benefits plan. Unless the scheduling of the enrollment period is outside of the control of the District, AFT shall receive notification of the enrollment period thirty (30) calendar days prior to the beginning of the enrollment period.

The requirement of group medical plan options shall be waived for employees assigned to out-of-state military programs. Employees who are assigned to out-of-state military programs will receive a stipend equal to the maximum amount the District contributes toward the cost of the medical benefits premium offered to unit members located at San Diego sites in lieu of receiving medical benefits.

Specific provisions for the following Sections are described in information available from the District Benefits Office.

#### 7.2.1 Medical Insurance

The District shall provide to each eligible employee a choice of comprehensive group medical plans that include the employee, spouse or domestic partner, and dependent coverage, including at least one (1) Health Maintenance Organization Plan option.

The District shall contribute up to $552.99 per month, effective January 1, 2005, toward the cost of the premium (which includes coverage for the employee, spouse or domestic partner, and dependents) for any of the medical insurance plan options offered by the District.

Eligible employees electing to participate in a benefits plan option that exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions as pre-tax gross income as per IRS regulations.

7.2.2 Life/Accidental Death & Disability Insurance

The District shall contribute up to a maximum of $5.65 a month to provide a $25,000 (twenty-five thousand dollars) life insurance plan for eligible unit members only.

The District shall provide a group long-term disability plan for eligible unit members.

7.2.3 Dental & Vision Insurance

The District shall contribute up to a maximum of $95.11, a month, effective January 1, 2005, for a group dental plan providing a maximum $2,000 (Two thousand dollars) of annual coverage for eligible unit members and their families (which includes coverage for spouse or domestic partner, and dependents).

The District shall contribute up to a maximum of $16.43 a month for a group vision plan for eligible unit members and their families (which includes coverage for spouse or domestic partner, and dependents).

7.3 Retiree Coverage

The District shall contribute $552.99 per month toward the cost of the premium (which includes coverage for spouse or domestic partner and dependents) for any of the medical insurance plan options offered through the District for all retirees who have worked for the SDCCD for a minimum of twenty (20) years and are between the ages of sixty (60) and sixty-four (64) inclusive. Employees who retire from out-of-state military programs will receive a stipend equal to amount the District contributes toward the cost of the medical benefits plan options offered through the District in lieu of receiving medical benefits.

Retirees who do not meet the above qualifying criteria may continue to participate in the medical plan option of their choice by paying premiums to the District in advance.

7.4 Early Retirement Bonus

Unit members who have reached the age of fifty-five (55) and retire from the District and STRS or PERS between the effective dates of July 1, 2004 and the expiration date of this Agreement with at least fifteen (15) years of classified service credit with the District, and who give the District ninety (90) days notice of intent to retire, shall receive an additional cash payment of $5,000 (five thousand dollars). It is the intent of the parties that this program not increase the District's salary and benefit costs.

## ARTICLE VII - EMPLOYEE BENEFITS

### 7.5 District Flex Plan

District agrees to implement Internal Revenue Code Section 125, which allows employers to structure benefit plans to provide options to its employees. Employees in qualified plans are allowed to earmark pre-tax dollars toward specific uses for health and dependent care. The District offers unit members participation in its Flex Plan for health care premiums, health care expenses, and dependent care expenses. Amounts included in the Flex Plan would not be subject to federal, state or social security taxes.

It is understood that the District has made no representation regarding tax or other consequences of the Flex Plan with regard to any particular unit member or group of unit members and that any questions by any unit member should be directed to his or her personal financial, legal, or tax advisor.

### 7.6 Liability Insurance

The District shall maintain personal liability insurance coverage for unit members to cover damages resulting from the death or injury of a person, or the damage or loss of property caused by the negligent act or omission of the unit member while acting within the scope of the unit member's employment with the District.

### 7.7 Physical Examinations

The District will pay the full cost of any medical examination(s) required of the unit member as a condition of the unit member's employment with the District.

### 7.8 Reduced Workload/Early Retirement Program

The parties agree to a pilot program during the course of the duration of this Agreement. The approval of the unit member's request to participate in this program is solely at the discretion of the District and that decision shall not be grievable.

Following the recommendation of the immediate manager, and on the approval of the Board of Trustees, unit members shall be granted the option of a fifty percent (50%) reduced workload/early retirement under the following rules:

7.8.1 The unit member must have reached the age of fifty-five (55) prior to reduction in workload.

7.8.2 The unit member must have been employed full-time in a classified position for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment without a break in service.

7.8.3 The option of part-time employment may be exercised at the request of the unit member and can be revoked only with the mutual consent of the Board and the unit member. Participation in this program is limited to five (5) years. Retirement is mandatory at the end of that period.

7.8.4 The unit member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.

7.8.5 Contributions to the Public Employees' Retirement System or State Teachers' Retirement System shall continue at the full salary amount.

7.9 Computer Loan Program

Upon ratification, each fiscal year the District will allocate $40,000 (forty thousand dollars) for the purpose of providing twenty (20) computer purchase loans to unit members in the amount not to exceed $2000 (two thousand dollars) each. Unit members may submit a request to AFT to borrow from the Computer Fund an amount not to exceed $2000 (two thousand dollars) for the purchase of computer equipment and/or software. The specific timelines/application forms and procedures will be announced by AFT to all unit members.

AFT will develop a procedure to select the employees eligible for the loan by lot and will submit a list of the selected buyers to the District. Buyers will be notified by AFT that they have been selected to receive the interest free loan. The buyer must then submit a completed check request/payroll deduction form to the District within thirty (30) calendar days of the notification date. This form will be reviewed and approved by the District. Upon approval the buyer will be issued a check made out to the vendor as soon as practical.

The buyer will have the option to choose to purchase from any vendor currently used by the District.

Monthly payments will be determined by dividing the check amount by eighteen (18). Payroll deductions will begin on the next available pay period following the date on the check. There will be no penalty for early payoff.

## ARTICLE VIII - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

### 8.1 FMLA/CFRA

#### 8.1.1 Conditions

All leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/CFRA qualifying shall run concurrent with the leave provided for under the Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA). Each unit member's annual entitlement shall be credited to the unit member on July 1 of each fiscal year. Unused FMLA/CFRA leave shall not accrue from year to year.

#### 8.1.2 Eligibility

A unit member qualifies for a FMLA/CFRA leave if he/she: (1) been employed for at least twelve (12) months (need not be consecutive); and (2) has a minimum of 1250 (twelve hundred fifty) hours of service in the twelve (12) months preceding the leave.

#### 8.1.3 Notice

Unit members wishing to take family and medical leave must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a unit member provides notice to the District of the need for FMLA leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

#### 8.1.4 Duration

FMLA/CFRA leave credit can be used up to a maximum of twelve (12) weeks per entitlement year. Leaves of absence taken in accordance with this Agreement may exceed twelve (12) weeks; however; nothing in this Agreement is intended to extend the provisions of the FMLA/CFRA.

#### 8.1.5 FMLA/CFRA Qualifying Reasons

Leaves taken for the following reasons are "FMLA/CFRA qualifying": (1) the birth of a child of the unit member, and to care for the newborn child; (2) the placement of a child with the unit member for adoption or foster care; (3) providing for the care of the unit member's parent, child, or spouse who has a serious health problem; or (4) because of a serious health condition that makes the unit member unable to perform the functions of his/her position.

8.1.6 Medical Certification

Unit members shall be required to furnish medical certification of the serious health condition that is the basis for the FMLA/CFRA leave. Failure to do so may result in delay in granting the FMLA/CFRA leave. Medical certification required when the unit member requests leave for the care of the unit member's seriously ill child, spouse, or parent shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) an estimate of the time the health care provider believes the unit member needs to care for the individual requiring the care; and (d) a statement that the serious health condition warrants the participation of a family member to provide care. Medical certification required for the unit member's own serious health condition shall include (1) the date when the serious health condition began; (2) the probable duration of the condition; and (3) a statement that due to the serious health condition, the unit member is unable to perform the functions of his or her position.

8.2 Pregnancy Disability Leave (PDL)

8.2.1 Conditions

A unit member affected or disabled by pregnancy related conditions, is eligible for an unpaid Pregnancy Disability Leave. Pregnancy Disability Leave shall run concurrently with FMLA only.

8.2.2 Eligibility

Pregnancy Disability Leave is available to both probationary and permanent unit members.

8.2.3 Duration

The duration of the Pregnancy Disability Leave, including any paid leave taken due to pregnancy related disability, shall not exceed four (4) months. At the conclusion of the four (4) month period, the unit member may request and if qualified be granted a leave under the provisions of the CFRA. Leaves of absence taken in accordance with this Agreement may exceed four (4) months; however; nothing in this Agreement is intended to extend the provisions of Pregnancy Disability Leave as allowed by law.

8.2.4 Medical Certification

The District shall require medical certification of disability if the absence is longer than five (5) days. Medical certification shall include the date of disability and the probable duration of the disabling condition.

8.3 Compensation

Leaves as described in this Article are unpaid, except to the extent that paid accrued leave is used concurrent with these leaves.

8.4 Maintenance of Health Benefits

The District shall maintain the unit member's health benefits coverage during the leave period as if the unit member were still actively working.

8.5 Reinstatement

The District shall reinstate a unit member on leave as provided for by this Article and the requirements of the law, to an equivalent position with the same pay and benefits, upon the unit member's timely return from leave.

## ARTICLE IX - HOLIDAYS

9.1 Each unit member shall be entitled to fourteen (14) paid holidays each year provided that he/she is in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Unit members who have less than a 1.0 FTE assignment, and who are assigned a "flexed" schedule, shall be entitled to any holiday which falls within a month when the unit member receives compensation. Eligible holiday hours will be subtracted from the hours to be worked. (See chart in Appendix F.) All holidays shall be designated by the Board of Trustees by adoption of the District's Academic Calendar.

9.2 Unit members shall be granted time off without loss in compensation on any scheduled workday which falls during the period December 25 through January 1 and is not one of the aforementioned fourteen (14) holidays. Any unit member working in the police department who must work during the period December 25 through January 1 will, at the discretion of the District, either be compensated at one and one-half (1½) times their regular rate of pay for that day or granted an in-lieu of day to be taken no later than the following February 28th.

9.3 If a unit member's workweek is other than Monday through Friday, and as a result the unit member loses a holiday to which he or she would otherwise be entitled, the District shall provide a holiday in accordance with Education Code requirements. The Education Code provides that all eligible employees are entitled to paid holidays if they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday, therefore, holiday hours for all other unit members shall be recorded based on the number of hours the unit member was scheduled to work on the day designated as a holiday.

Only in cases where only one (1) holiday falls within the (eighty) 80 hour work schedule, unit members on a 9/80 alternative work week schedule shall adjust their work schedule so that their eight (8) hour day falls on the designated holiday.

9.4 AFT shall be represented on any District-wide committee established to study the District's Academic Calendar. The committee shall serve to represent the concerns of the interested parties by the formulation of recommendations to the Chancellor, or his designated representative. Subsequent to the final recommendation of the District Calendar Committee to the Chancellor or her/his designee, the AFT Guild will have the right to submit an independent recommendation of an academic calendar. If the Guild elects to submit an independent recommendation, that recommendation will be docketed for consideration by the Board in addition to the Chancellor's recommendation.

9.5 District unit members assigned to military programs shall have the following holidays:

| | | |
|---|---|---|
| Independence Day | Christmas Holiday (2 days) | Washington Day |
| Labor Day | New Year Holiday (2 days) | Memorial Day |
| Veterans Day | Martin Luther King Day | Lincoln Day |
| Thanksgiving (2 days) | Columbus Day in lieu of Admissions Day | |

## ARTICLE X - VACATION

### 10.1 Eligibility

Vacation days shall be granted to all regular, monthly unit members covered by this Agreement. New unit members shall not be eligible to take vacation prior to completion of six (6) months of paid service. Vacations shall not be taken prior to the time that such vacation days are earned. Exceptions may be approved by the appropriate manager. The advanced hours shall not exceed the balance to be accrued during the remainder of the fiscal year.

If a unit member is terminated and had been granted vacation which was not yet earned at the time of termination of his/her services, the employer shall deduct from the unit member's final check the full amount of salary which was paid for such unearned days of vacation taken.

### 10.2 Application for Benefits

Unit members shall schedule their vacations with the prior approval of the immediate supervisor and the appropriate manager. In cases of emergency or unusual circumstances the supervisor/manager may waive the requirement of prior approval. All requests for vacation shall be made in writing to the immediate supervisor, on the form prescribed by the District. In cases where the vacation request is for more than five (5) days, the unit member shall endeavor to provide the supervisor with at least ten (10) working days notice in advance of the vacation. If a response is not received within five (5) working days of the request, the unit member shall have the right to discuss the request with the next level supervisor.

If the vacation request is denied by the unit member's immediate supervisor, the unit member may request that the reason for the denial be in writing. In the case of denial, the unit member shall have the right to discuss the vacation denial with the next level of supervision for the purpose of reconsideration. If the next level supervisor also denies the request, said unit member may request that the reason for the denial also be in writing.

Vacation may be taken in increments of one (1) hour or more. The District shall be held harmless for vacation denials where the unit member has failed to secure vacation approval prior to making travel commitments.

### 10.3 Vacation Allowance

Vacations shall be earned and accrued on a monthly basis by regular monthly unit members as follows:

Those appointed to this Unit on or after December 1, 1982:

## ARTICLE X - VACATION

10.3.1 During the first (1st) through fourth (4th) years of continuous service, the rate shall be 8.0 hours per month (12 days per year).

10.3.2 During the fifth (5th) through the tenth (10th) year: 11.33 hours per month (17 days per year).

10.3.3 During the eleventh (11th) through the nineteenth (19th) year: 14.67 hours per month (22 days per year).

10.3.4 After the completion of the nineteenth (19th) year: 16.67 hours per month (25 days per year).

10.3.5 Vacation accruals shall be prorated for unit members working less than full time.

10.3.6 The maximum accumulation of vacation shall be limited to twice the annual allowance permitted by his/her current accrual rate. Each July 1, vacation accrued in excess of this amount shall be scheduled and taken no later than the following January 31.

10.3.7 A month shall mean being employed on or before the fifteenth (15th) for purposes of crediting/not crediting the first month of a new hire.

10.4 Break In Service

10.4.1 Only Military leaves and approved unpaid leaves of ninety (90) calendar days or less are credited as continuous service for vacation eligibility purposes, but vacation days are not accrued during such leaves.

10.4.2 Unit members who have had a break in service will be given credit only for the total months of service with the District except that service broken for periods of less than ninety (90) calendar days shall be disregarded when computing the number of full months completed.

10.5 Ten And Eleven-Month Instructional Support Employees

10.5.1 Vacation days for these unit members may be scheduled by the appropriate manager during winter and/or spring recess.

10.5.2 Those unit members with days accrued in excess of the above must follow the regular procedure for scheduling such additional vacation during their regular work year.

## ARTICLE X - VACATION

### 10.6 Terminating Employees

Regular unit members who have worked six (6) calendar months or more and who resign, retire, or are placed on extended unpaid leave, shall be paid for vacation earned but unused at their current rate of pay. Unit members on extended unpaid leave may request that their accrued vacation not be paid during the period of the approved leave.

### 10.7 Employees Stationed on Military Facilities

Certain unit members are assigned permanent work stations on military facilities. When such facilities are closed for winter recess, the District will attempt to provide an alternate work assignment and location. If none can be provided, the unit member will be required to schedule vacation.

### 10.8 Military Programs - Pay in Lieu of Vacation Time Off

If required by contract between the San Diego Community College District and the military agency, the unit members who were hired directly into the Military Programs will receive payment for all hours of vacation accrued and still unused as of the date specified in the contract in lieu of vacation time off.

## ARTICLE XI - SICK LEAVE AND PERSONAL NECESSITY LEAVE

### 11.1 Sick Leave

#### 11.1.1 Eligibility

Sick leave benefits shall be available to all monthly unit members covered by this Agreement. New unit members shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she is entitled, until the first day of the calendar month after completion of six (6) months of active service. Terminating unit members who have received unaccrued sick leave benefits shall have their final pay warrant adjusted by the amount of the unaccrued sick leave taken. Leave taken under this Article that qualifies as Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) shall run concurrently with leave provided under Article VIII (FMLA/CFRA).

#### 11.1.2 Sick Leave Allowance

a. Unit members with a full-time assignment shall accrue sick leave at the rate of eight (8) hours per month, beginning with the first (1st) month in which the unit member begins work in the District on or before the fifteenth (15th) of the month. The accrual shall be proportional for assignments other than full time. Unused full-salary sick leave shall accrue without limitation. A permanent unit member who resigns and is rehired within thirty-nine (39) months of the last date of paid service shall have all accumulated, unused sick leave credits restored.

b. Each fiscal year, unit members shall be eligible for up to one hundred (100) half-salary sick leave days in addition to any full-salary sick leave accrued. The total of both full and half-salary sick leave shall not exceed one hundred (100) workdays plus the current year's entitlement. Half-salary sick leave is to be used only after full-salary sick leave benefits have been exhausted.

c. When a unit member is on half-salary sick leave at the end of a fiscal year and continues to be absent due to illness into the next fiscal year, he/she shall be placed on full-salary sick leave to the limit of the new year's entitlement and is eligible for a new entitlement of half-salary sick leave.

#### 11.1.3 Application for Benefits

a. A unit member shall report an absence of any duration to his/her immediate supervisor, or supervisor's designee prior to or during the first working hour of the unit member's shift unless an emergency makes notification impossible. One (1) notice to the unit member's supervisor or designee of the unit member's intent to be off consecutive days shall meet the requirements for notification for the entire period absent if the estimated duration of the absence is specified at the time of initial notice.

11.1.3 Application for Benefits (Continued)

Changes in the estimated duration of the absence shall be reported to the immediate supervisor as soon as possible.

b. All requests for sick leave shall be in writing upon the appropriate District form, and shall be filed with the immediate supervisor within twenty-four (24) hours of the unit member's return to work. In the case of a prolonged absence, a sick leave form shall be filed with the supervisor for each time reporting period.

c. Sick leave not reported on the appropriate form by the second payroll reporting deadline following the unit member's return to work shall be considered undocumented sick leave and the unit member will be charged the unreported time as leave without pay.

d. A physician's statement shall be required on the District's prescribed form or upon the physician's official stationery for leaves of duration greater than five (5) days. The physician's statement shall include the date on which the health condition began and a statement that the unit member is unable to perform her/his assigned duties. In cases of prolonged absences, the physician's statement shall also include the estimated duration of the condition. A physician's statement for unit members whose absence has not extended beyond five (5) days shall only be required when the unit member has demonstrated abusive usage of sick leave and the unit member has been previously counseled by their supervisor on their usage of sick leave.

11.1.4 Authorized Uses

Proper uses of sick leave are: absence from duty because of the unit member's illness, injury, medical or dental appointment, exposure to contagious disease, disability due to pregnancy, or absence to care for the unit member's sick child, parent, spouse, or domestic partner (as confidentially certified through the District's Benefits Office). Accumulated benefits may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

11.1.4.1 Family Necessity Leave

Only fifty-six (56) hours of accrued sick leave may be used in a calendar year for absence to care for the unit member's sick child, parent, spouse, or domestic partner. Unit members employed less than full-time may use a proportionate amount of the full-time allocation (based on the unit member's assignment) for this purpose.

11.1.5 Return to Work

a. Not less than three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, unit members must provide a written clearance of the attending physician indicating recovery, and fitness to resume a full range of normal duties as determined by management.

b. In cases of requests to return to work with temporary restrictions, the unit member must provide a detailed written medical statement not less than five (5) working days prior to the requested return date. If offered a temporary medical reassignment of sixty (60) calendar days or less, the unit member shall not suffer a reduction in pay or involuntary demotion. The ability of the District to meet the request to return to work with temporary restrictions shall be determined by management.

If the unit member remains unable after sixty (60) calendar days to return to her/his full range of duties, the District will obtain the necessary evaluation of fitness for duty and essential functions of the position to determine the appropriate continued assignment. The District will consult with AFT on the results of this evaluation.

11.1.6 Transfer of Accumulated, Full-Salary Sick Leave

A classified unit member who previously worked for another California School District or County Superintendent of Schools shall have their previous sick leave balance transferred to the San Diego Community College District, providing each of the following conditions are met:

a. Previous District employment was for a period of one (1) calendar year or more;

b. Termination of employment with the previous District was for reasons other than action for cause initiated by the employer; and

c. Employment with the San Diego Community College District is accepted within one (1) year of termination from the other District.

11.1.7 Extenuating Circumstances and Special Conditions

a. Unit members who are unable to perform their duties due to legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department is filed verifying the quarantine.

b. In the event of the death of a unit member while absent because of illness, application for sick leave benefits may be made by his/her estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents, at any time within thirty (30) calendar days after death.

Only that period of illness immediately prior to and including the day of death of a unit member is claimable as a sick leave benefit by the estate.

c. Unit members who report for duty and are unable to continue because of sudden illness will be counted as absent for the number of hours and minutes not worked. Minutes shall be a minimum of fifteen (15) minute intervals.

11.1.8 Service Credit for Retirement

Unit members whose effective date of retirement is within 120 (one hundred and twenty) days of the last day of service with the District shall be credited at retirement with service credit for each accumulated, unused, full-salary day of sick leave in accordance with state law in effect as of the unit member's effective date of retirement.

11.2 Personal Necessity Leave

11.2.1 In any one fiscal year, a maximum of seven (7) days of accumulated, full-salary sick leave credit may be used for Personal Necessity Leave at the discretion of the unit member.

11.2.2 Absences for Personal Necessity may be taken in increments of thirty (30) minutes or more and shall not be granted during a scheduled vacation or leave of absence.

11.2.3 Requests for Personal Necessity Leave are to be submitted in writing to the immediate supervisor for prior approval. In an emergency, requests for Personal Necessity Leave may be made orally to the immediate supervisor. Upon return to duty, a completed application for benefits, prescribed and provided by the District, shall be filed.

11.3 Catastrophic Illness or Injury Leave

At the discretion of the District, this section will sunset and become null and void ninety (90) days after the District serves notice upon the Guild of its intent to do so. Any catastrophic illness donation which is in process at the time of termination of this Article will be completed. Additionally, the parties agree that any sick leave donations from Office-Technical bargaining unit members to members of the College Faculty bargaining unit will only be utilized after the exhaustion of all contributions from College Faculty.

Unit members shall be permitted to contribute up to a maximum of five (5) accumulated vacation or sick leave days (a minimum of eight [8] hours and in hour increments thereafter) per fiscal year to another unit member within the District. The parameters of the program are:

a. The illness/injury of the unit member must be serious (life threatening or expected to incapacitate the unit member for an extended period of time) as verified by physician. The District may require the unit member who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;

b. Sick leave contributions will be solicited by AFT-Guild after the unit member makes the need known to the AFT union representative or her/his appropriate manager. AFT will then forward the donated time received to the District Payroll Manager;

c. The ill/injured unit member must have exhausted all accrued full-salary paid leaves;

d. Injuries or illness claimed for worker's compensation injuries, whether or not approved, shall be excluded;

e. A maximum of sixty (60) work days may be utilized by each unit member per catastrophic illness/injury;

f. Vacation or sick leave days donated will be paid at the salary level of the unit member who receives such days;

g. AFT shall indemnify and save harmless the District, its officers and employees from and against any and all claims, demands, liabilities, damages, costs (including reasonable attorney fees and court costs), suits and administrative proceedings arising out of or connected with unit members giving or receiving time for catastrophic illness or injuries.

## ARTICLE XII - LONG-TERM LEAVES OF ABSENCE

### 12.1 Eligibility

Long-term leaves of absence (those in excess of thirty [30] calendar days) may be granted at the discretion of the District. Unit members not permanent with the District are only eligible for Pregnancy Disability Leave or Military Leave. Leave taken under this article that qualifies as Family Medical Leave (FMLA)/California Family Rights Act Leave (CFRA) shall run concurrently with leave provided under Article VIII (FMLA/CFRA).

### 12.2 Application for Leave

All requests for leave shall be in writing upon the appropriate form prescribed and provided by the District, with all necessary documentation attached such as physician's statement of incapacity or prepared study program. Requests shall be submitted to the immediate supervisor not less than ten (10) days prior to the beginning date of the leave unless extenuating circumstances do not permit advance notification.

### 12.3 Authorized Uses

Long-term Leaves may be authorized for the following uses:

#### 12.3.1 Professional Study Leave

Requests for Professional Study Leave must be accompanied by an outline, in writing, of the plan that is to be followed and the institution to be attended. In addition, a clear statement must be included in the request indicating the need for educational study and the potential value to the District upon completion of such study.

#### 12.3.2 Health Leaves

A unit member, with insufficient leave or accrued employment time to qualify for sick leave, or who desires not to utilize accrued sick leave, may apply for Health Leave without pay. All requests for health leave must be accompanied by a physician's statement of incapacity, and return to duty is dependent upon evidence of recovery.

#### 12.3.3 Service to Other Public Agencies

Long-term Leaves of Absence may be granted to unit members to serve another public agency in some full-time capacity that will benefit the District and the unit member.

12.3.4 Long-term Military Leave (More Than Thirty [30] Workdays Per Academic Year)

A unit member will be entitled to any Military Leave provided by law and will retain all rights and privileges granted by law arising out of the exercise of Military Leave. The leave may be renewed indefinitely, except when the service commitment is voluntarily extended.

a. Salary Entitlement (First Thirty [30] Days)

A unit member who has a minimum of one (1) year of prior service with the District shall receive his/her salary for the first thirty (30) days of ordered military duty (equivalent to be one [1] month's salary).

b. Return to the District

A unit member, upon release from active duty, shall have the right of reemployment at any time within six (6) months of the termination of the ordered service. However, the unit member shall not be entitled to sick leave, vacation, or salary for the period he/she was on leave, except as noted above unless otherwise prescribed by law.

c. Forfeiture of District Position

A unit member who voluntarily requests and obtains an extension of his/her tour of duty shall forfeit all rights of return to a position with the District.

12.3.5 Family/Parental Leave (Non-FMLA/CFRA Qualifying)

A unit member may request an unpaid leave of absence to care for the unit member's immediate family as defined in Article XIII, Section 13.1.

12.3.6 Other Leaves

The Chancellor may grant other long-term leaves at his/her discretion. The Chancellor's decision of approval or denial of the request shall be final.

12.3.7 Employee Organization Leave

Notification of a unit member's intent to take Employee Organization Leave shall be submitted to the Assistant Chancellor of Human Resources no later than thirty (30) days prior to the starting date of the leave. In addition to the leave benefits

12.3.7 Employee Organization Leave (Continued)

granted to representatives of employee organizations by law, unit members on employee organization leave shall not accrue vacation credit, nor submit time reports for vacation leaves. Sick leave shall continue to accrue and sick leave time reporting shall be processed through the Assistant Chancellor of Human Resources. AFT shall notify the District no less than sixty days (60) prior to the return to service of a unit member on Employee Organization Leave.

12.4 Length of Leave

Long-term Leaves may be granted for periods of up to one (1) year, and may be extended for an additional period not to exceed a total of two (2) years, other than Military Leave as noted above. This provision shall not extend the duration of the Family Medical Leave Act, the California Family Rights Act (FMLA/CFRA) or statutory provisions for Pregnancy Disability Leave (PDL).

12.5 Compensation

All long-term leaves are taken without salary or benefits, except the first (1st) thirty (30) days of military leave or leave granted in accordance with FMLA/CFRA. Salary step increases are allowed only for study leaves (where required units are earned), leaves to serve other public agencies, military leaves or as required by FMLA/CFRA. Long-term leaves of absence shall extend the date of step advancement by the period of time absent for all other leaves.

12.6 Retention of Earned Sick Leave

Unit members on Long-term Leaves of Absence shall retain any prior sick leave that may have accumulated, unless such leave provisions are otherwise expended in accordance with this Agreement or law. Additional sick leave benefits shall not accrue during the leave period.

12.7 Return from Leave

12.7.1 A unit member granted a Long-term Leave of Absence for Health, Professional Study, Military, FMLA/CFRA or Service in other Public Agencies, shall continue to receive seniority credit for purposes of reemployment and retention in case of possible layoff. The unit member, at the expiration of such authorized leave, shall be returned to the position formerly held, or to a position of equal classification level and of similar requirements of ability and skill; or, the unit member may request a position in a lower grade.

12.7.2 A unit member granted a leave of absence for reasons other than those enumerated above, shall have, upon request, at the expiration of such leave, his/her name placed on the eligibility list for his/her job class for a period of thirty-nine (39) months. If the unit member is not selected for a regular position during the thirty-nine (39) month period, he/she shall be separated from the classified service. The unit member shall be responsible for ensuring that his/her eligibility is renewed annually.

## ARTICLE XIII - SHORT-TERM LEAVES OF ABSENCE

### 13.1 Definition of Immediate Family

Immediate family shall include:

a. The unit member's current spouse, domestic partner (as confidentially certified following approved District procedures), and any relative or person currently living in the unit member's immediate household; and

b. The unit member's and his/her current spouse's or domestic partner's mother, stepmother, father, stepfather, grandparent, child, guardian, ward, grandchild, stepchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, stepbrother, and stepsister.

The above definition shall apply wherever reference is made to immediate family in this Agreement except as defined in 13.4.3(d).

### 13.2 Eligibility/Definition of Short-Term Leaves

Short-Term Leaves of Absence (leaves of thirty (30) calendar days or less) may be granted to any unit member. Short-term leaves that are FMLA/CFRA qualifying shall run concurrently with leave allowed under these acts.

### 13.3 Application for Benefits

Requests for short-term leaves shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the unit member's supervisor and the appropriate manager five (5) days in advance of the intended leave (except in emergency situations), unless otherwise stated by the provisions of the specific leave.

### 13.4 Authorized Leaves

Short-term leaves may be granted for the following reasons:

#### 13.4.1 Personal Leave Without Pay

Permission to be absent without pay may be granted to a unit member, for a period not to exceed thirty (30) calendar days.

#### 13.4.2 Family/Parental Leaves

Upon the birth of a child, in order to make final arrangements for the unit member to adopt a child, or to arrange for the placement of a child in the foster care of the unit member, a unit member, upon verbal request, shall be granted one (1) day of

13.4.2 Family/Parental Leaves (Continued)

leave without loss of pay. Upon return to duty, the unit member must submit the appropriate leave request form.

A unit member may request an unpaid Short-term Leave of Absence that is non-CFRA/FMLA/PDL qualifying (see Article VIII) to care for family members whom are defined in Section 13.1.

13.4.3 Bereavement Leave

Absence with pay for a period not to exceed three (3) days (five [5] days if travel of more than four hundred [400] miles one [1] way is required) may be granted to a unit member upon the death of a member of his/her immediate family as defined in Article 13.1 or 13.4.3(d).

a. Leave may be secured by verbal request, but requires submission of the appropriate leave request form upon return to duty.

b. A unit member who while on vacation has a death in the immediate family may request that bereavement leave and/or personal necessity leave be substituted for vacation.

c. Leave must be used within fourteen (14) calendar days following the death of the family member.

d. In addition to the family members established in 13.1 above, leave may be granted for an aunt, uncle, niece, or nephew either reared by the unit member or by whom the unit member was reared, provided the unit member submits a signed statement attesting to this.

13.4.4 Short-Term Military Leave

A unit member shall be granted leave with pay for the purpose of undergoing ordered pre-induction physical examinations for the armed services, and for the purpose of engaging in ordered, temporary training not to exceed thirty (30) workdays per calendar year.

a. Unit members who are members of military reserve units shall request their military active-duty training orders for periods that are least disruptive to their department.

b. Short-term Military Leaves for active duty shall be granted only when satisfactory documentation is provided to show that the military requirements cannot be satisfied during vacation periods.

c. The Leave Request Form shall be submitted with copies of official orders attached.

13.4.5 Judicial and Official Appearance Leave

Judicial and Official Appearance Leave shall be granted for the purposes of regularly called jury duty, (except for voluntary grand jury service), appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the unit member.

The unit member seeking an official judicial appearance leave shall submit a request, accompanied by the official order to appear, to his/her immediate supervisor on the next working day after he/she receives notice to appear.

The unit member shall be granted a leave for a duration not to exceed those specified by the requirements of the official order.

Unit members shall return to work during their regular shift when they serve only a partial day on jury duty. However, a unit member shall be excused from work for the day if the actual time of jury service, including reasonable travel time, equals or exceeds seventy-five percent (75%) of the hours in the unit member's normal work day. Unit members who receive shift differential and who serve on jury duty shall be subject to provisions of Article VI, Section 6.9.3, regarding continuation of the shift differential, and shall temporarily be assigned to day shift during jury periods.

Leaves granted under these provisions shall be without loss of compensation. Per diem or other travel expenses shall be retained by the unit member.

Upon completion of duty, the unit member shall have the secretary of the court complete a "notice of duty termination and return to work." Unit members shall submit all necessary documentation to her/his immediate supervisor within twenty-four (24) hours of returning to work.

13.4.6 Other Leaves

Other short-term leaves may be granted at the discretion of the Chancellor. The Chancellor's decision to approve or deny the request shall be final.

## ARTICLE XIII - SHORT-TERM LEAVES OF ABSENCE

### 13.5 Return from Leave

Short-term leaves shall not be considered a break in service for purposes of step advancement. Unit members granted a short-term leave shall retain all employment benefits specified in Article VII of this Agreement. Any unit member granted a short-term leave under the terms of this Agreement shall be returned to his/her previous assignment (or an equivalent) following the completion of the leave.

## ARTICLE XIV - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

### 14.1 Eligibility

Industrial Accident and Illness Leave shall be available to members of the bargaining unit as authorized by Education Code Section 88192, the Labor Code, and other applicable Workers Compensation Laws. Leave taken under this Article that qualifies as Family Medical Leave (FMLA)/California Family Rights Act Leave (CFRA) shall run concurrently with leave provided under Article VIII.

### 14.2 Definition

For the purposes of this Article, an Industrial Accident or Illness leave shall be defined as disability absences resulting from an injury or illness, as determined to be a valid Workers' Compensation claim by the District's Workers' Compensation insurer or Claims Administrator. If a Workers' Compensation claim is denied, the affected unit member may appeal his/her claim to the Workers' Compensation Appeals Board pursuant to Sections 5270 et. seq. and Sections 5300 et. seq. of the Labor Code and other applicable laws.

### 14.3 Notification

The District shall provide unit members when first employed and annually thereafter, with written notification of their rights, benefits and obligations under Workers' Compensation laws including but not limited to unit members' rights pursuant to Title 8, Section 9782 of the California Code of Regulations, to select medical care in the event of a work-related accident or illness. The District shall post and keep posted in conspicuous locations frequented by unit members a notice of their rights, benefits and obligations under Workers' Compensation laws as per Title 8 of the California Code of Regulations, Section 9881. Other relevant notification requirements as specified by the Labor Code or the California Code of Regulations shall also apply.

### 14.4 Application for Industrial Accident and Illness Leave

A unit member shall report to his/her immediate supervisor any incident in the workplace that involves or may involve injury or illness immediately or as soon as possible after the occurrence.

Separate applications for leave shall be made to the unit member's immediate supervisor for each time reporting period only on the District provided Industrial Accident Leave Card.

Each application shall be accompanied by the treating physician's signed statement, either on the District's prescribed forms or on the physician's official stationery, specifying the duration of the leave.

## ARTICLE XIV - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

### 14.5 Leave Allowance

As authorized by Education Code 88192, the District provides a total of up to sixty (60) days of full pay leave for each industrial accident or illness commencing on the first (1st) day of absence. For the purposes of this Article, a full day of leave is equivalent to the unit member's usual workday. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness/injury, but in no event shall the leave exceed sixty (60) days. Industrial Accident or Illness Leave shall not accumulate from year to year.

Industrial Accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

In the event that an absence has not been approved as a valid Industrial Accident or Illness Leave when the payroll for the unit member is being computed, the unit member's normal sick leave balance will be charged for any absences which have been supported by a physician's written statements. Upon subsequent notification that the absence has been accepted as an Industrial Accident or Illness Leave the regular sick leave balance will then be adjusted to its previous balance.

### 14.6 Compensation

The District provides the unit member his/her regular salary during the first sixty (60) working days of each approved industrial accident claim commencing with the first (1st) day of absence. Thereafter, the unit member will have the option of receiving his/her regular pay utilizing any temporary disability allowance he/she is receiving combined with accumulated sick leave, accumulated compensatory time off, accrued vacation and/or half-salary sick leave. The amount of sick or other paid leave will be used only in the amount needed to provide the normal wage or salary. If the unit member chooses not to utilize any paid leave(s) he/she must notify the District Payroll Department in writing of this intent prior to the leave(s) being used.

In no event shall the unit member, for any period of disability, receive compensation greater than his/her normal salary.

A unit member on paid leave due to an industrial illness or injury is entitled to all salary increases he/she would normally receive.

If a draft or check received by the unit member representing temporary disability benefits payable under the Workers' Compensation laws for a period of disability for which the unit member is receiving full salary shall be endorsed and given to the District.

14.6 Compensation (Continued)

Approved costs related to medical care, temporary and permanent disability payments, vocational rehabilitation, travel expenses and death benefits shall be paid as required by law.

14.7 Return to Work

Prior to returning from a work-related injury or illness, unit members must provide a written clearance from the treating physician indicating fitness to return to work. The District may require at its expense a medical evaluation prior to the unit member's return to work. If necessary the District shall provide a description of job duties to the physician(s) for use in determining the unit member's fitness to return to work. In cases where the unit member has been on leave for thirty (30) calendar days or more, the unit member must provide a written clearance from the attending physician(s) not less than three (3) workdays prior to returning to work.

Upon return to work, the unit member shall file within five (5) days for any remaining leave taken and not covered under previous applications.

Return to work with work restrictions shall be at the discretion of the District.

14.8 Unpaid Health Leaves

After all paid leaves have been exhausted, and the unit member is not medically cleared to report to work, the unit member may request an unpaid leave. Approval of such request shall be at the discretion of the District.

14.9 Absence Beyond Expiration of All Leaves

14.9.1 When all available paid or unpaid leaves of absence have been exhausted and the unit member is not medically cleared to resume the regular duties of his/her position, the unit member shall either retire, if eligible, resign, or be dismissed for reasons of health. The unit member's name shall be placed on a reemployment list for a period of thirty-nine (39) months.

14.9.2 If the unit member is medically cleared by the District during the thirty-nine (39) month period, the unit member shall be reemployed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of District funds. A unit member who has been medically cleared by the District for return to duty, and is not placed in a regular position or who refuses to accept an appropriate

14.9 Absence Beyond Expiration of All Leaves (Continued)

assignment, shall have his/her name removed from the reemployment list upon expiration of the thirty-nine (39) month reemployment period.

14.9.3 A unit member unable to return to work in his/her regular assignment or whose position cannot be modified shall be notified of and entitled to vocational rehabilitation training as prescribed by law.

14.10 Absence from State

Any unit member receiving benefits as a result of this Section, shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.

## ARTICLE XV - PROFESSIONAL GROWTH

### 15.1 Professional Growth

Professional growth is the continuous purposeful engagement in study and related activities designed to retain and extend the high standards of classified employees.

### 15.2 Educational Incentive Program

15.2.1 A regular monthly classified employee covered by this Agreement shall be granted a one-step increase, up to a step maximum of step F, on the first (1st) of the month following verification of satisfactory completion (grade of "C" or above) of twelve (12) semester units of credit from an accredited institution, industry certified agency, or from the District's staff development program. Courses must have been enrolled in and credits must have been earned subsequent to the unit member's employment with the District. Official transcripts verifying a grade of "C" or above will be considered proof of satisfactory completion, in addition to the Educational Incentive Program Request for Salary Advancement Form, shall be provided by the eligible unit member and forwarded to the Office of Human Resources. Units of credit obtained more than one (1) year prior to promotion cannot be applied toward step movement after promotion.

### 15.3 Tuition Reimbursement

15.3.1 Upon satisfactory completion (grade of "C" or above) of a course from an accredited institution as defined in 15.2 , a unit member shall be reimbursed for tuition, registration fees (including fees for official transcripts), books, and laboratory fees; provided however, that the total amount reimbursed shall not exceed one thousand dollars ($1,000.00) in any fiscal year (July 1 - June 30), and provided the total expended for all unit members does not exceed forty-four thousand for the 2004-05 ($44,000) per fiscal year (July 1 - June 30). Unit members completing classes with the San Diego Community College District may exceed the one thousand dollar ($1,000) maximum by the amount of the San Diego Community College District tuition.

Unit members must submit the completed tuition reimbursement form; receipts for registration, tuition, fees, and books; and a set of **official transcripts**; within 30 days following the successful completion of the course(s) to the District Employment & Staff Development Office.

If the educational institution is unable to provide the unit member with a set of **official transcripts** within the 30-day timeline, the unit member must submit the Declaration of Official Grade Report form to the Employment & Staff Development Office within the 30-day period following the successful completion of the course(s) in order to retain eligibility to obtain reimbursement.

15.3 Tuition Reimbursement (Continued)

Reimbursement will not be made until the **official transcripts** are received in the Employment & Staff Development Office.

Failure to submit either the set of **official transcripts** OR the Declaration of Official Grade Report form to the Staff Development Office within the 30-day period following the successful completion of the course(s) will result in forfeiture of any reimbursement request for said courses.

15.4 Adjusted Workday for Staff Development Activities

15.4.1 At the discretion of the first-level supervisor not in the unit the workday may be adjusted to accommodate unit members to attend approved staff development activities. Unit members may contact the manager immediately above the supervisor for assistance if they believe they have been unduly denied access to the staff development program.

In the event such a contact is made, the manager immediately above the supervisor shall within thirty (30) working days hold a follow-up meeting with the unit member.

Any adjustment in the workday for the purpose of staff development shall not be deemed as overtime.

15.5 Site Classified Senate Participation

15.5.1 Unit members are encouraged to work with their supervisor in order to attend or participate in at least one senate, shared governance, or District committee meeting per semester.

15.5.2 Senate officers may have additional shared governance responsibilities which the District will endeavor to accommodate. Participation of senate officers in activities beyond their shared governance responsibilities will be determined by the District based on program needs.

ARTICLE XVI - EVALUATION (The changes in this Article will sunset June 30, 2007 unless an extension is mutually agreed to by both parties.)

16.1 General Provisions

16.1.1 Unit members shall be evaluated in accordance with the procedures outlined below. The purpose and intent of the evaluation process is to promote professional growth and to provide constructive feedback regarding the unit member's job performance. The evaluation process is not to be used as a tool for the application of discipline.

16.1.2 All evaluators shall have supervised the unit member's work for no less than ninety (90) days prior to the evaluation. A unit member shall not formally evaluate another bargaining unit member.

16.1.3 Evaluation reports shall not be used by the District against unit members for the purpose of disciplinary action or proceedings. The evaluation instruments shall be mutually developed by the AFT and the District (See Appendix E). Only these instruments shall be used in the evaluation process.

16.1.4 Definitions

1. "Permanent Unit member" is a unit member who has satisfactorily completed the probationary period of one (1) year and who has been appointed by the Board of Trustees as a permanent unit member.

2. "Probationary Unit member" is a unit member who is serving the probationary period of one (1) year.

3. "Permanent/Probationary Unit member" is a unit member who is in permanent status with the District but serving in a six (6) month probationary period due to a promotion, reclassification, or demotion when the unit member has not previously achieved permanency in the lower class.

4. "Contract Unit member" is a unit member covered by the terms and conditions of this Agreement.

16.2 Evaluation Cycle for Probationary, Promoted, Reclassified or Demoted Unit Members

16.2.1 Within thirty (30) calendar days of the unit member's start date in the new assignment or classification, the unit member shall be provided with a current job classification specification, a desk job description if available, and a copy of the Performance Appraisal Manual.

16.2.2 Prior to the start of the formal evaluation process as described in Sections 16.2.3 through 16.2.5 below, the supervisor may ask the evaluee, or the evaluee may volunteer, to complete a "self-evaluation." If the evaluee elects to complete a "self-evaluation," it shall be completed and submitted to her/his supervisor prior to the supervisor completing her/his evaluation. However, the supervisor must independently complete the evaluation instrument. The evaluation instrument to be used during this process is appended as Appendix E of this Agreement.

16.2.3 Probationary unit members shall be evaluated utilizing forms E-1 through E-6 in Appendix E by their immediate supervisor prior to the end of the third (3rd) month of service and prior to the completion of the tenth (10th) month of service. In cases of promotion and/or a change of supervisor prior to the completion of the unit member's probationary initial year of service to the District, the unit member shall be evaluated at least twice, even if these evaluations do not conform to the aforementioned timelines.

16.2.4 Promoted, reclassified, or demoted unit members shall be evaluated utilizing forms E-1 through E-6 in Appendix E by their immediate supervisor during the third (3rd) and fifth (5th) month after the start of their new assignment.

16.2.5 If the unit member from 16.2.3 or 16.2.4 is away from work when an evaluation review is due, it shall be completed within thirty (30) calendar days after his/her return to work, provided the provisions of Section 16.1.2 have been followed.

16.3 Evaluation Conference for Probationary, Promoted, Reclassified or Demoted Unit Members

16.3.1 At the time of the evaluation conference, the immediate supervisor shall discuss the evaluation with the unit member and, if applicable, provide written suggestions for improvement and/or professional growth including the specific expectations to be met. The evaluee shall be given the opportunity to have a letter of rebuttal attached to the evaluation.

16.3.2 The evaluation forms shall be signed by both the supervisor and the unit member. Signing of the evaluation form does not necessarily mean the unit member is in agreement with the evaluation, but shall only signify that he/she has reviewed the evaluation and received a copy of it. One (1) copy of the evaluation form shall be retained by the unit member and one (1) copy shall be retained by the supervisor. The results of the evaluation shall not be grievable.

16.3.3 Each evaluation shall reflect the judgement of the immediate supervisor. Any category evaluated as "Needs Improvement" shall include written recommendations for improvement and/or professional growth including the specific expectations to be met. Progress on categories evaluated as "Needs Improvement" shall be discussed with the unit member not later than six (6) months following the date of the original evaluation conference. The unit member's progress in each of the areas evaluated as "Needs Improvement" shall be documented in writing, with a copy provided to the unit member no later than five (5) calendar days after this meeting.

16.3.4 Any unit member who has reason to question any aspect of his/her performance rating has the right to a review of his/her evaluation by the supervisor/manager at the next higher level. The supervisor's initial evaluation may be modified based upon this review.

16.3.5 None of the evaluation documents referred to in this Article XVI shall be placed in the unit member's official personnel file.

16.4 Permanent unit members shall be evaluated utilizing the Mutual Feedback Form in Appendix G approximately every six (6) months. Following best practices in employer/employee relations, supervisors and employees need to be continually engaged in providing constructive feedback to each other. The Mutual Feedback Conference provides both the unit member and supervisor with an opportunity to informally discuss professional and/or personal goals, job satisfaction, performance levels, and any other job related issue with each other in an informal, non-threatening setting.

Prior to the Mutual Feedback Conference, the unit member and the supervisor will have the opportunity to complete the appropriate sections of the Mutual Feedback Conference Form found in Appendix G. The Mutual Feedback Conference Form is to be used to guide a constructive dialog between the supervisor and unit member during the conference.

Following the Mutual Feedback Conference, copies of each participant's form shall be given to the unit member, supervisor and next level manager. These documents or any other written comments, if any, shall not become part of the unit member's official personnel file.

In contrast, job performance deficiencies of a serious or on-going nature shall be handled via the discipline process (Article XX).

## ARTICLE XVII - TRANSFER, REASSIGNMENT, PROMOTION

17.1 Definitions

A "transfer" is movement of a unit member to another position with a different position number at the same salary range. Unit members must meet the minimum qualifications as determined by the District whenever a transfer to another job classification is requested.

17.2 A "voluntary demotion" is a change to a position of lower job classification.

17.3 Voluntary Transfers and Demotions

At any time during the year, unit members may submit written requests for transfers or voluntary demotions to Human Resources. However, unit members may not request a transfer as defined in 17.1 before becoming a permanent District employee, unless the unit member is in a position that is less than a 1.0 FTE. Such requests may include the number of work hours the unit member desires, specific position and work location desired, and the number of months and percentage of time the unit member is willing to work. Current transfer applications shall be considered for selection prior to or concurrently with any internal/external recruitment for applicants to an eligibility list.

17.4 A request for transfer or voluntary demotion shall remain on file for a period of one (1) year, or until the unit member either rejects or fails to respond to three (3) offers for interview from Human Resources, whichever occurs first. Unit members may update their transfer applications annually. A unit member selected for a transfer may elect to remain on the eligibility list by filing a new application.

17.5 Administrative Transfer

Transfer of unit members on a temporary or permanent basis may be initiated by management at any time such transfer is deemed necessary to meet the program needs, efficiency, or effectiveness of the operational needs of the District. A unit member permanently transferred shall be given written notice five (5) working days before the transfer is made. Fifteen (15) working days notice shall be given when the transfer involves a change in work site or campus location. The appropriate manager or supervisor shall meet with the unit member and explain the reason(s) for such action before the transfer can be initiated. The unit member shall receive written reasons for the transfer within five (5) days of the meeting.

17.6 Promotions

In support of promotional opportunities, the District will provide staff development programs and career ladders for upward mobility, job enrichment, and improved unit member performance.

Current unit members will not be required to retake the written exam or provide an updated typing certificate in order to be initially placed on or to continue on an eligibility list unless the testing criteria have changed.

17.7 All Transfers and Promotions

17.7.1 When a unit member is selected for a position which is currently vacant, the unit member shall be released from his/her current position and assigned to the new position no later than the eleventh (11th) working day after acceptance of the offer by the candidate to Human Resources. When a unit member is selected for and accepts a position which is not currently vacant, the unit member shall be released from his/her current position and assigned to the new position no later than the eleventh (11th) working day after the position becomes vacant.

17.7.2 If no eligibility list exists for the job classification being vacated, the unit member shall be released from his/her current position and assigned to the new position within twenty-one (21) working days after acceptance of the offer by the candidate to Human Resources, or when the position becomes vacant, whichever occurs later.

17.7.3 Any pay changes resulting from a promotion shall be effective on the eleventh (11th) working day after acceptance of the offer by the candidate to Human Resources, or the first day of assignment in the new position, whichever occurs first.

17.8 Promotion Within the Unit

A unit member promoted to a new classification shall serve a six (6) month probationary period within the new classification. During the probationary period, the unit member may return to the previous classification at his/her option by submitting a transfer application request to Human Resources or the District may return the unit member to the previous classification. The unit member will also have the option to return to the same position he/she just vacated, provided the position has not been offered to another applicant. Unit members who are not permanent District employees may not return to the previous classification without the approval of the supervisor of the vacancy at the lower

17.8 Promotion Within the Unit (Continued)

classification. If the unit member chooses to return to the same position he/she just vacated, the unit member shall state her/his intention to do so in writing, with copies provided to her/his current supervisor, the supervisor of the position to which he/she wishes to return, and Human Resources. A transfer application request shall not be required in this case. The unit member shall be returned to her/his former position within ten (10) working days of submission of the written statement of intent. Such action shall not be considered to be a demotion.

17.9 Notification

Applicants will be notified of the status of their application for transfer or promotion within six (6) weeks of their interview date. Upon approval of the immediate supervisor, unit members may be granted time without loss of compensation to attend an interview for another District position.

17.10 Reinstatement

Any permanent unit member, who voluntarily resigns, in good standing, may be selected by the District for reinstatement to a vacant position in the same or related lower classification during thirty-nine (39) months after the resignation. Upon reinstatement, the unit member's previous seniority, accrued sick leave, vacation accrual rate, and salary step and range placement shall all be restored.

## ARTICLE XVIII - CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

### 18.1 Definitions

Each bargaining unit position shall be placed in a classification with a designated title. Each position shall have a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the unit members and a regular monthly salary range.

"Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

"Reorganization" for the purposes of causing a review of positions affected by a reorganization shall mean: any change in administrative structure that affects the duties assigned to a position since the last time it was studied, creation of a new assignment for the unit member, or an increase or decrease in staffing that causes a change in the assignment of a unit member.

"Range Reallocation" is a change made to the salary schedule range placement of an existing classification.

"Downgrade" means the downgrading of a position to a lower classification as a result of the current classification no longer matching the classification description of the duties being performed by the incumbent in that position.

### 18.2 Classification Review Process

A classification review may be initiated by the District's Classification and Compensation Office, the unit member, or the unit member's supervisor or manager, when there is reason to believe that a position has evolved to an assignment that may be outside the unit member's regular classification, subject to the procedures delineated below

18.2.1 The forms and a description of the procedure for the review will be provided by the District's Classification and Compensation Office to the individual who initiates the review. These forms shall be jointly developed with AFT.

18.2.2 Prior to the beginning of each window period, the Classification and Compensation Supervisor or designee and the AFT Classification Panel Members will jointly conduct orientation meetings for unit members who are considering requesting review of their positions. This orientation will include information that specifically explains to the unit members the importance of preparation of the information explaining their job functions and preparation for the interview with the Classification Panel.

18.2.3 Window Period requests for review of a position(s) will be allowed no sooner than twenty-four (24) months from the last reclassification review process of this position. The window period for submitting the reclassification review requests shall be limited to January 1 through the last working day in February of each year. Unit members requesting a review must give a draft of the position questionnaire to their immediate supervisor no later than the last working day in January to allow for supervisory/ management review. This does not preclude further information being submitted as part of the final questionnaire. Positions that have been affected by a reorganization shall be reviewed at the completion of the reorganization. The final questionnaire shall be submitted to the District's Classification and Compensation Supervisor or designee.

18.2.4 Requests for classification review which do not in the opinion of the Classification and Compensation Supervisor or designee, contain sufficient information to warrant further review, will be discussed with AFT Classification Panel Members. If AFT Classification Panel Members, believes that there is sufficient information to warrant further review, the request will be forwarded to the Classification Panel for review. Requests for classification review of positions which are involved in a reorganization shall not be sent to the Classification Panel, pending completion of the reorganization pursuant to Section 18.2.3.

18.2.5 The Classification Panel will consist of the District's Classification and Compensation Supervisor or designee, two (2) Classification Panel Members appointed by AFT, and the Classification and Compensation Consultant contracted by the District. This panel will conduct interviews with each unit member whose request for classification review has been submitted and not excluded as a result of 18.2.4. The interview shall also include the unit member's immediate supervisor, and may include other managers, or lead/supervisory staff (e.g. department chairs or faculty program directors) as the unit member deems appropriate.

18.2.6 Subsequent to the interview, the Classification Panel will deliberate on each request. The panel will make a finding based upon the Hay methodology of job analysis regarding the appropriate classification and/or range of the position(s) submitted for review. Three (3) of the four (4) panel members must vote affirmatively for a change to be made to a position. Unit members will be notified of this decision no later than forty-five (45) calendar days of the panel's decision.

18.2.7 The findings of the panel shall be final and shall not be grievable.

18.2.8 The reclassification review and determination shall be completed by and any changes made, effective July 1 of the same year.

18.3 Changes in Classification

If it is determined that there are duties assigned to a position that are not appropriate for the current classification, the position will be recommended for a change to an appropriate classification or the inappropriate duties shall be removed from the position.

18.3.1 The President/Assistant Chancellor will either adjust the duties to maintain the current classification, or will forward the recommendation to the Board of Trustees for final approval within thirty (30) calendar days of the date of the notice of the Classification Panel's decision. Should the President/Assistant Chancellor decide to adjust the duties of the incumbent, the President/Assistant Chancellor or designee shall meet with the unit member to discuss the impact and effects of such decision. The unit member has the right to AFT representation at such meeting. The final classification and salary will be approved by the Board of Trustees and be effective July 1 of the same year.

18.4 Impact on Incumbents

18.4.1 When a position is classified to a higher level, an incumbent who has served one (1) year in the position will be reclassified into the higher classification in accordance with the promotional salary rules as defined in Article VI. If the newly classified position is vacant, or if the incumbent is serving in a probationary status, or if the incumbent has not served for one (1) year in the position, it will be filled by the competitive process approved by the District.

18.4.2 When an incumbent's position is reclassified to a lower classification and there is a vacant position in the incumbent's current classification:

1. The incumbent may elect to transfer to such vacant position or,

2. If the incumbent declines the transfer he/she may move to the position in the lower classification. In this event, the incumbent's salary will be adjusted to a step in the range in the lower classification that will not result in a loss of pay. If, however, the incumbent's salary exceeds the maximum salary in the lower classification, the incumbent's salary will remain fixed at its present level until the maximum salary for the lower classification meets or exceeds the incumbent's fixed salary.

18.4.3 When an incumbent's position is reclassified to a lower classification and there is not a vacant position in the incumbent's current classification, the incumbent will continue to receive his/her current rate of pay, salary adjustments and step advancements as if he/she were still in the former classification, until such time that a vacant position in the former classification becomes available. At such time that a vacant position in the incumbent's former classification becomes available, the provisions of Section 18.4.2 of this Article shall apply.

18.5 Salary Range Reallocation Process

18.5.1 A range allocation review may be initiated by the District's Classification and Compensation Office, the unit member, or the unit member's supervisor or manager or AFT when there is reason to believe that there has been a significant change or impact to the assigned work of a significant number of incumbents in the classification. The window period for submitting the range reallocation review request shall be limited to January 1 through the last working day in February of each year. Unit members requesting a review must give a draft of the Request for Reallocation Form to their immediate supervisors no later than the last working day in January to allow for supervisory/management review. This does not preclude further information being submitted as part of the final form. Positions that have been affected by a reorganization of the District shall be reviewed at the time of the reorganization. The completed form shall be submitted to the District's Classification and Compensation Supervisor or designee. This form shall be jointly developed with AFT.

18.5.2 Requests for salary range reallocation which do not, in the opinion of the Classification and Compensation Supervisor or designee, contain sufficient information to warrant further review or positions involved in a reorganization will be discussed with the AFT Classification Panel Members. If AFT believes that there is sufficient information to warrant further review, the request will be forwarded to the Classification Panel for review. Requests for salary range reallocation review of positions which are involved in a reorganization shall not be sent to the Classification Panel, pending completion of the reorganization pursuant to Section 18.5.1.

18.5.3 The Classification Panel will consist of the District's Classification and Compensation Supervisor or designee, two (2) Classification Facilitators appointed by AFT, and the Classification and Compensation Consultant. This panel will conduct interviews with the party who has submitted the request.

18.5.4 Subsequent to the interview, the Classification Panel will deliberate on each request. The panel will issue a finding based upon a Hay methodology of job analysis regarding the appropriate range allocation for the classification submitted for review.

18.5.5 The findings of the panel shall be final and shall not be grievable.

18.6 Changes in Range Reallocation

Review of recommendations for changes to Range Allocation shall follow the provisions of Section 18.3.

18.7 Impact on Incumbents

18.7.1 When a classification is reallocated to a higher range, the incumbent(s) shall be placed on the new range in accordance with the promotional salary rules as defined in Article VI.

18.7.2 If the Hay Panel determines after meeting with the unit member that the position should be downgraded, a subsequent mandatory meeting will be held with the Classification Panel, unit member, supervisor, and next level manager prior to a final decision being rendered.

18.8 New Classifications

In the event that the District creates a new job classification or substantially changes the duties of an existing classification to which this Agreement applies, upon a demand to negotiate, the District and AFT shall meet to negotiate the impacts and effects of this action.

18.9 Abolition of a Vacant Position or Classification

If the District proposes to abolish a vacant position(s) or classification, it shall notify AFT in writing via the Board of Trustees docket.

## ARTICLE XIX - SENIORITY, LAYOFF, AND REEMPLOYMENT

### 19.1 Seniority

Seniority is based on length of continued service with the District as a classified employee. For the purposes of this Article, "length of service" shall be based upon the unit member's original hire date in classified service.

19.1.1 Seniority is accumulated in any classification in which the unit member holds regular paid status. Unit members who move to an equivalent or higher classification accumulate seniority in that classification, and also continue to accumulate seniority in the former (equivalent or lower) classification. Unit members who move to a lower classification retain their seniority in their former (higher) classification. Higher classification shall be those classifications which have a higher present value salary range allocation.

19.1.2 Seniority shall be accumulated during absences due to illnesses, layoffs, or leaves of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement. Date of service in class and date of employment in the classified service shall be adjusted to reflect any break in service.

### 19.2 Notice of Layoff

Unit members are subject to layoff for lack of work or lack of funds. The District shall notify AFT not less than forty-five (45) calendar days in advance of the effective date of the proposed layoff. The District will provide AFT, without charge, one (1) copy of the affected unit member's seniority listing, including original hire date, original start date within the current job classification, and each unit member's seniority within his/her job classification no later than thirty (30) days prior to implementation of the layoff process. Notices to unit members shall be in accordance with the statutory requirements in effect at the time that the determination to layoff is made.

### 19.3 Order of Layoff

Any layoff shall be effected within a class. For the purposes of determining the order of layoff within the affected class, "class" shall include the contract months and full time equivalent (FTE) of the position. The order of layoff shall be based on length of service within that class and higher classes throughout the District. A unit member with the least seniority within the class plus higher classes shall be laid off first. In the event that unit members have the same hire date in classification, the District hire date in classified service shall prevail. In the event unit members have the same date of hire in the classified service, a lottery shall determine the order of seniority.

## ARTICLE XIX - SENIORITY, LAYOFF, AND REEMPLOYMENT

19.4 Seniority Shall be Broken for Any of the Following Reasons:

19.4.1 A unit member resigns or quits.

19.4.2 A unit member is discharged for just cause.

19.4.3 A unit member is laid off for a period longer than thirty-nine (39) consecutive months.

19.5 Bumping Rights

When it becomes necessary to reduce the work force in any classification, classification seniority shall prevail. Seniority shall also be granted by unit member status; that is, restricted status unit members shall be reduced first; then, probationary unit members; and finally, permanent unit members within the classification. In the case of layoff in any classification, the unit member so laid off, in accordance with his/her classification seniority, may bump any unit member with less classification seniority in the following order:

1. Lateral classifications with equal FTE and months of service in which the unit member has served in permanent status.

2. Positions within the current class with less contract months/FTE.

   or

   Lower classifications where the unit member so laid off has served in permanent status with equal months/FTE.

   or

   Lower classifications where the unit member so laid off has served in permanent status with less contract months/FTE.

   Order of bumping rights shall begin with that position in which his/her salary placement most closely equals the salary he/she presently earns and descend in order of closest salary equivalency.

3. In the event the unit member so laid off has at least five (5) years of classified service with the District and has no bumping rights under 19.4(1) or 19.4(2) above, he/she may bump any unit member with less District seniority in an equal or lower classification within the same job family, when the senior unit member has the minimum qualifications necessary for satisfactory performance in that classification. However, a unit member in a lower classification may not bump a unit member in a higher classification regardless of his/her seniority.

19.5 Bumping Rights (Continued)

4. In the case of a bona fide hardship, a unit member may contact Human Resources within five (5) working days to request the circumstances be reviewed and other placement be considered.

19.6 Job Family Defined (See Appendix J for a more detailed description)

Job family shall mean those classification series such as:

Clerical Assistant; Senior Clerical Assistant; Administrative Technician

Student Services Assistant; Senior Student Services Assistant; Student Services Technician

Account Clerk; Senior Account Clerk; Accounting Technician; Senior Accounting Technician

19.7 Voluntary Demotion or Voluntary Reduction in Hours

Unit members who take voluntary demotions or voluntary reductions in assignment in lieu of layoff shall be, at the unit member's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any reemployment list.

19.8 Rehire

19.8.1 When the District rehires any unit member in any job classification, unit members on layoff from said job classification shall be rehired in reverse order in which they were laid off.

19.8.2 Unit members who have completed a probationary period shall be rehired without having to serve an additional probationary period.

19.9 Unit Member Notification to the District

19.9.1 Unit members are responsible for notifying the District Employment Office of any changes of address in order to assure they will receive timely reemployment offers. Such offers will be sent to the last known address by certified mail. AFT will be included in the notification.

19.9.2 A unit member who is offered reemployment with the District shall have three (3) days to accept or reject the offer. Upon acceptance of reemployment, the unit member shall have two (2) weeks to report for work.

19.9.3 A unit member need not accept the reemployment offer to maintain eligibility on the reemployment list, provided that the unit member notifies the District of the refusal of reemployment within three (3) days of receipt of the reemployment notice.

19.10 Impact/Effects of Layoff

19.10.1 Laid-off unit members shall continue to receive District-paid medical benefits for ninety (90) days beyond the end of the month in which the layoff is effective.

19.10.2 Unit members subject to layoff shall be authorized to use up to seven (7) days of Personal Necessity Leave prior to the effective date of the layoff in order to seek outside employment.

19.10.3 The District shall utilize laid-off unit members for hourly work to the extent that such unit members are available for hourly employment. Such unit members interested in hourly work must file a letter to that effect.

19.10.4 In the event a layoff has the impact of increasing/changing a unit member's assignment/workload, the following shall apply: a) In the case of a change in assignment causing a unit member to perform duties not in his/her current classification, the unit member may utilize the provisions of Article XVIII - Classification, Reclassification; b) In the case of increased workload within his/her classification, the appropriate supervisor/manager shall meet with the affected unit members to discuss expectations for performance under the provisions of Article XVI.

19.11 The provisions of this Article reflect the party's complete and total agreement on the subject of layoff and its effects.

## ARTICLE XX - DISCIPLINE AND DUE PROCESS

### 20.1 Definitions and Rights

20.1.1 Within the parameters as set forth in the following Sections of this Article XX, the District shall maintain the right to warn, reprimand, suspend, demote or discharge any unit member only for cause.

20.1.2 Discipline includes counseling sessions, written warnings, written reprimands, suspensions without pay, demotions, reduction in step or compensation, or dismissals for cause. Disciplinary procedures must be initiated no later than ninety (90) calendar days following the occurrence or knowledge by the District of said incident. In the case where a unit member demonstrates either continuing or repeated problems, or several infractions which all relate to one of the causes delineated in Section 20.1.6 below, the unit member may be disciplined on all such incidents occurring within a two (2) year period preceding the filing of the notice of cause. Any documentation regarding incidents of misconduct which occurred during this two (2) year period preceding the filing of the notice of cause must have already been placed in the unit member's official personnel file.

All documentation of misconduct resulting in discipline must be placed in the unit member's official personnel file within thirty (30) days of the imposition of the discipline. No reprisal of any kind shall be taken against a unit member based upon materials, which are not in the personnel file in the central Human Resources Office.

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

20.1.3 When problems arise in the performance of assigned duties and responsibilities, the District will make reasonable attempts to assist the unit member in correcting those problems. When discipline is warranted, such discipline shall be:

1. Administered progressively;
2. Based upon thorough investigations of allegations of misconduct;
3. Proportionate to the alleged offense.

Nothing herein shall limit the District's ability to respond to serious offenses by taking action not usually prescribed as an initial step in a progressive discipline process.

20.1.4 Unit members shall be free from disciplinary action without proper regard for due process as defined in this Article and as required by law. The burden of proof shall at all times remain with the District.

20.1.5 A unit member absent from duty without authorized leave for five (5) consecutive working days shall be considered to have voluntarily resigned, and shall be so notified in writing. The affected unit member shall be provided the opportunity to meet with her/his supervisor if a request for such a meeting is made within five (5) working days of the proof of mailing of the notice. If, after this meeting with her/his supervisor, the unit member believes that separation from the District was not justified, he/she shall have the right to request mediation by the State Mediation and Conciliation Service. If the parties fail to reach a mediated agreement, the mediator shall be asked to issue a definitive ruling.

20.1.6 No permanent unit member shall be dismissed or disciplined except for one or more of the following causes:

1. Intentionally falsifying information supplied on District personnel records or any other District records;
2. Absence from assigned District work without reasonable cause and proper authority; or failure to report to District work after leave of absence has expired, or after such leave of absence has been disapproved or revoked and canceled.
3. Threatening, coercing, intimidating, assaulting, or interfering with employees or supervisors at any time, or in any way violating District policies and procedures relating to workplace violence;
4. Unauthorized soliciting or collecting of contributions on District premises;
5. Unauthorized distribution of literature, or written or printed matter in an area of the District not authorized for the public;
6. Misuse or unauthorized removal from District premises of records, equipment, files, documents, or confidential information;
7. Theft or misappropriation of property of employees or of the District;
8. Permanent or chronic physical ailment or defect which, subsequent to the exhaustion of all paid sick leave, incapacitates the unit member from the proper performance of essential job functions even with accommodations;
9. Conviction of a criminal offense involving moral turpitude, which shall be construed to mean any act of baseness, vileness or depravity; or any act contrary to justice and honesty; or any act done with deception, or through corrupt motives. The commission or conviction of certain minor offenses do not fall within the scope of this definition;

20.1.6 (Continued)

10. Negligence or willful misconduct during assigned work hours or on District premises which has caused damage to public property or a waste of District supplies;
11. Incompetence, neglect of duty, or inefficiency in the performance of assigned duties;
12. Solicitation or acceptance for personal use of a fee, gift, or other valuable thing in the course of assigned work in exchange for providing favorable or better treatment than that afforded other persons;
13. Engaging in activity which is a conflict of interest as defined in District policy or state law;
14. Intentional disobedience of a lawful order or directive given by the unit member's supervisor or any other superior with authority to make the order or directive, or insolent behavior that challenges the supervisor's authority or any other supervisor or manager;
15. Sexual or any other unlawful harassment;
16. Disorderly conduct which hinders the regular or normal operation of the District;
17. Off the job misconduct for which a job nexus exists;
18. Making or publishing of false, vicious or malicious statements concerning any District employee, supervisor or manager when such statements are not actually protected by the First Amendment;
19. Any conduct that is not otherwise protected by law and is of such a nature that it causes discredit to the District, or is in conflict with the furtherance of District goals and objectives;
20. Hindering the regular or normal operation of the office or site because of excessive absenteeism from the unit member's District assignment;
21. Performance of District assigned work while under the influence of alcohol or any illegal intoxicants;
22. Violation of any lawful or official District policy, procedure or regulation.

20.2 Due Process

20.2.1 All permanent unit members shall be provided a pre-disciplinary hearing conducted by the appropriate management employee next in line to the recommending supervisor, prior to implementation of any disciplinary action more severe than a five (5) day suspension.

20.2.2 For disciplinary actions of suspension or other loss in compensation or property rights equal to or less than in severity to a five (5) day suspension, the pre-disciplinary hearing process delineated in Sections 20.2.4 and 20.2.5 below may be held after the imposition of the discipline. All of the other provisions of Sections 20.2.4 through 20.2.7 shall still apply in these cases.

20.2.3 With the exception of those cases where Section 20.2.2 above applies, all unit members who are either orally or in writing directed not to return to work pending an investigation, or pending the imposition or the possible imposition of discipline, shall be considered to be in paid administrative leave status.

20.2.4 Notice of Pre-Disciplinary Hearing

In all discipline cases requiring a pre-disciplinary hearing, notice of such discipline shall be made in writing and served upon the unit member in person or by registered or certified mail. The notice shall include the following:

1. A statement of the proposed disciplinary action;
2. A statement of the charges from Section 20.1.6 of this Article upon which the proposed disciplinary action is based;
3. A statement of the facts and evidence upon which the proposed disciplinary action is based;
4. A statement of the unit member's right to review or receive copies of any and all supporting documents or evidence related to the alleged misconduct upon which the proposed disciplinary action is based;
5. A statement of the unit member's right to respond orally or in writing or both;
6. A statement of the unit member's right to have representation at the pre-disciplinary hearing.
7. A statement that the unit member may be eligible for the Constructive Action Program which, if approved, will cause the original implemented discipline to be rescinded and held in abeyance. (Appendix C)

20.2.5 Pre-Disciplinary Hearing Timelines

The unit member must respond to the pre-disciplinary notice no later than ten (10) working days after delivery of the written notice. The pre-disciplinary hearing date and time shall be set no sooner than fifteen (15) working days after delivery of the written notice, unless an earlier or later date is mutually agreed upon. After the pre-disciplinary hearing has been concluded and all pertinent facts have been reviewed, the hearing officer shall notify the unit member and his/her representative in writing of the final decision regarding the recommended discipline within twenty (20) working days of the pre-disciplinary hearing.

20.2.5 Pre-Disciplinary Hearing Timelines (Continued)

If a unit member of the Guild elects to be represented by the Guild in a disciplinary matter, the unit member shall be allowed to have no more than three (3) Guild representatives present during the pre-disciplinary hearing, consisting of the Guild's attorney, Guild President, and Guild site representative or Grievance Chair. Only one (1) of these Guild representatives will be allowed to be the spokesperson during the hearing.

20.2.6 Final Notice of Discipline

If, subsequent to the pre-disciplinary hearing, it is determined that discipline is to be imposed, a final notice of disciplinary action shall be sent to the unit member by registered or certified mail or personally served upon the unit member. This final notice of disciplinary action shall contain the following:

1. A statement of the exact discipline to be imposed and the effective date(s);
2. A statement of the charges from Section 20.1.6 of this Article upon which the disciplinary action is based;
3. A statement of the facts and evidence upon which the final decision to impose discipline was based;
4. A statement of the unit member's right to appeal the disciplinary action within ten (10) working days from the date of receipt of the final notice of disciplinary action;
5. A separate card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

20.2.7 Appeal of Discipline

Permanent unit members who are deprived of salary or other loss in compensation or property rights as a result of the imposed discipline may appeal the disciplinary decision under Article XXI, Section 21.3.5, Arbitration, of the Grievance Procedure. Nothing herein shall prevent the parties from mutually agreeing to utilize Step IV, Mediation, of Article XXI, prior to Step V, Arbitration.

20.3 Release of Probationary Employees

A unit member may be summarily discharged during the first twelve (12) months of employment as a regular monthly employee, at the discretion of the District, without recourse to the grievance procedure.

## ARTICLE XXI - GRIEVANCE

### 21.1 Definitions

21.1.1 A "grievance" is a claim alleging a violation, misapplication, or misinterpretation of a specific provision of this Agreement, exclusive of all other documents.

21.1.2 A "grievant" is either a unit member covered by this Agreement or a class of similarly situated unit members or AFT. In the case of multiple grievance claims regarding the same allegation, AFT may select one grievance to be processed, and the decision rendered will be applicable to all claims on the same issue arising from the same set of circumstances.

21.1.3 An "immediate supervisor" means the individual who is not a member of the unit and who assigns, reviews, and directs the work of the grieving unit member(s).

21.1.4 A "representative of the unit member" shall mean someone selected by the grievant to assist him/her in presenting and processing his/her grievance. The representative need not be an AFT representative.

21.1.5 "Days" shall mean working days.

21.1.6 A "management representative" shall include any designee as determined by the District.

21.1.7 A "District grievance form" shall mean the form contained in Appendix D of this Agreement.

### 21.2 General Provisions

21.2.1 No grievance subject to binding arbitration shall be processed through the Grievance Procedure by any grievant who pursues any other available legal remedy with an agency or judicial body that accepts jurisdiction. If such an agency or judicial body does not accept jurisdiction, the time limit for filing a grievance begins on the date of receipt of notification of rejected jurisdiction.

21.2.2 The District and AFT agree that every effort will be made to settle grievances at the lowest supervisory level possible. Nothing contained herein shall be construed as limiting the right of any grievant to discuss a grievance informally with his/her immediate supervisor or to have the grievance resolved at any time without the intervention of AFT, provided that the resolution is not inconsistent with the terms and conditions of this Agreement.

21.2.3 The filing of a grievance will in no way interfere with the right of the District in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive that does not involve unreasonable danger to the personal health and safety of the unit member or others or is not illegal and/or does not call for an illegal act, the grievant will fulfill or carry out such order, requirement, or other directive, pending the final resolution of the grievance.

21.2.4 If the grievance involves unit members with different immediate supervisors, the grievance may be filed at Step II or Step III as appropriate.

21.2.5 If the immediate supervisor at Step I does not have the authority necessary to adjust the grievance, the grievance process shall commence at the step where such authority resides.

21.2.6 An investigation or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program or other District operation and related work activities of the grieving unit member or other District staff.

21.2.7 The grievant shall have the right to be accompanied by a representative at each step. When the grievant is a unit member or class of employees, the grievance cannot be processed at Step V without the approval of the AFT except as in 21.3.5.1.

21.2.8 All materials concerning the unit member's grievance shall be handled with discretion and kept separate from the unit member's personnel file.

21.3 Procedures

For purposes of this Section timelines herein may be extended by mutual agreement of the parties. Neither party waives its right to assert timeliness as a defense absent an agreement to mutually extend the timelines.

21.3.1 Step I - Immediate Supervisor

21.3.1.1 No later than twenty (20) days after an alleged grievance occurs, or within twenty (20) days of when the grievant could reasonably have known of the occurrence, the unit member shall request a conference with his/her immediate supervisor to discuss the grievance. The unit member shall meet with his/her immediate supervisor to discuss the alleged grievance in an attempt to resolve it.

21.3.1.2 The immediate supervisor shall make his/her decision regarding the outcome of the above meeting known in writing to the grievant and AFT, if applicable, within ten (10) days of the meeting.

21.3.1.3 If the grievance is not resolved at this level the unit member may proceed to Step II by formally filing a grievance form.

21.3.2 Step II - Manager above Immediate Supervisor

Within ten (10) days of receipt of the Step I response, if the grievance was not resolved at Step I, the grievant shall present the grievance in writing on the District grievance form (Appendix D) to the appropriate manager who has direct authority over the immediate supervisor from Step I. On this form the grievant shall include a clear and concise statement of the grievance, the specific article(s) alleged to have been violated, the circumstances involved, the specific remedy sought, and a copy of the decision rendered at the informal conference. The manager shall meet with the grievant in an attempt to resolve the grievance within ten (10) days of the receipt of such grievance. The manager shall provide a written decision to the grievant and AFT, if applicable, within ten (10) days of the meeting.

21.3.3 Step III - President/Assistant Chancellor

Within ten (10) days of the receipt of the written decision in Step II (or Step I if appropriate) above, the grievant may present the grievance in writing to the President or Assistant Chancellor as appropriate within the campus or District Offices. The written statement shall include a copy of the original grievance, a copy of the decisions rendered at previous levels, and a clear, concise statement of the reasons for the appeal to Step III. The President or Assistant Chancellor shall meet with the grievant in an attempt to resolve the grievance within ten (10) days of the receipt of such grievance. The President/Assistant Chancellor shall provide a written decision to the grievant and AFT, if applicable, within ten (10) days of the meeting.

21.3.4 Step IV-Mediation (Optional)

21.3.4.1 If the grievance is not resolved at Step III either party may request mediation. However, both parties must agree to the use of the mediation process. Such request shall be made in writing to the Assistant Chancellor, Human Resources within ten (10) days of the Step III decision. Both parties shall be notified when the request for mediation is made.

21.3.4.2 If the use of mediation is agreed to, within ten (10) days of receipt of the request for mediation, the Human Resources Office shall request the services of the California Mediation Service or the Employee Assistance Program, whichever the parties agree is more appropriate.

21.3.4.3 The mediation session shall be scheduled at the earliest date that the mediator is available.

21.3.4.4 The mediator shall meet with the parties in an effort to resolve the grievance. The mediator shall have no authority to impose a settlement upon the parties.

21.3.5 Step V - Arbitration

21.3.5.1 A grievance that is not settled at Step III or at Step IV, if applicable, may be submitted to Arbitration as provided herein, only if AFT gives written notice to the District of its desire to arbitrate the grievance. Issues relating to matters of retroactive payments and discipline including termination will be submitted to advisory arbitration. All other allegations of violation of this Agreement will be submitted to binding arbitration.

The request for arbitration shall be made in writing to the Assistant Chancellor, Human Resources within ten (10) days of the Step III decision or within ten (10) days of the completion of the Step IV mediation process.

Appeal of Discipline

A unit member who is appealing discipline subject to the grievance process may file the request for arbitration without the AFT's concurrence. An appeal of discipline (request for advisory arbitration) shall be made in writing to the Assistant Chancellor, Human Resources within ten (10) days of the date of the final notice of discipline.

21.3.5.2 The District and AFT agree to discuss the establishment of a Permanent Arbitration Panel and related procedures upon ratification of this Agreement. Until such time as the parties agree upon a Permanent Arbitration Panel, the District shall request the State Mediation and Conciliation Service to supply a panel of a minimum of five (5) arbitrators from which the District and AFT shall select an arbitrator utilizing the striking method described below.

Upon receipt of the list of arbitrators, the arbitrator shall be chosen by allowing each party, in turn, to strike out one (1) name until only one (1) name remains.

21.3.5.3 The parties will share equally the real costs (after reimbursement for mandated costs) of the fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

21.3.5.4 Within forty-five (45) calendar days after final submission of the grievance to the arbitrator, he/she shall present his/her written decision to the grievant and the District. In the case of issues subject to binding arbitration the decision shall be final and binding upon the parties in the dispute. In the case of issues submitted to advisory arbitration, either the grievant or the District may appeal the advisory decision of the arbitrator to the Board of Trustees within thirty (30) days after receipt of such advisory decision. Thereafter, the Board of Trustees shall make the final decision within forty-five (45) days.

21.3.5.5 The arbitrator will have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but will determine only whether or not there has been a violation, misapplication, or misinterpretation of the express provisions of this Agreement in the manner alleged in the grievance. The arbitrator shall have no power to establish salary structures. The decision of the arbitrator will be based solely upon the evidence and arguments presented to him/her by the parties in the presence of each other and upon arguments presented in briefs. The arbitrator shall not consider any issue raised by the grievant unless it was known by the District in an earlier step of this grievance procedure. The arbitrator shall have no power to render an award on any grievance initiated before the ratification of this Agreement by both parties.

The parties reserve their rights to appeal the arbitrator's decision pursuant to applicable law.

## ARTICLE XXII - SAFETY

22.1 Unit members and/or AFT safety representatives shall report any unsafe conditions that they know to exist to the unit member's immediate supervisor or the designated site safety officer. Failure to report such an unsafe condition does not negate the District's obligation to provide a safe working environment as provided by law. A safe working environment refers to any and all conditions affecting the health or safety of District unit members, students or the general public while present on District operated facilities.

22.2 Unit members shall not be required to work under conditions in which a clear and present danger to their health or safety exists.

22.3 The District agrees to provide the appropriate and required safety equipment as determined by OSHA or County Department of Environmental Health standards to unit members necessary for the safe performance of their job duties.

## ARTICLE XXIII - CONTRACTING OUT

It is mutually understood that the District may lawfully contract out work covered under this Agreement. Reasons for contracting out may include but are not limited to: special expertise needed by the District, shortage of applicants, evaluation of programs resulting in a decision to no longer provide service. No later than ninety (90) days prior to contracting out work, the District shall consult with AFT, and upon a demand to bargain will negotiate any impacts and effects of the decision to contract out. The District shall make a reasonable effort to find suitable positions for unit members affected by this Section. Any resulting layoffs will be handled under the provisions of Article XIX - Seniority, Layoff and Reemployment. Current unit members shall have the opportunity to apply for any of the contracted out positions.

## ARTICLE XXIV - MAINTENANCE OF OPERATIONS

It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operation.

AFT agrees that neither AFT, any person acting in its behalf, nor unit members will cause, authorize, engage in, sanction, or instigate, a concerted failure to report for duty, slow-down, a strike, or other concerted action against the District during the term of this Agreement.

AFT agrees it will not cause unit members to, engage in, encourage, or assist in any strike or other concerted action or conduct on the part of other District employee organizations.

AFT agrees it will not cause, engage in, encourage, or assist in any strike or other concerted action or conduct on the part of non-District employee organizations in which the AFT organization or unit members represent themselves in any way as District employees or as acting on behalf of, in connection with, or with the sanction of the San Diego Community College District. AFT further agrees that the AFT organization and unit members will refrain from using, wearing, or displaying any insignia of the District or any of its colleges or organizations, including but not limited to the following: District logo, insignia apparel, pins, buttons, hats, bumper stickers.

Nothing contained in this Agreement shall be construed to restrict or limit the District in its right to seek and obtain judicial relief as it may be entitled to have under law for any violation of this or any other Article, and to take such action as it deems necessary to discipline and/or discharge any unit member for violation of this Article. Unit members shall not be entitled to any wages while engaged in any strike, work stoppage, or other interruption of work.

The District agrees not to require members of this bargaining unit to perform the work of members of other bargaining units except in emergencies relating to the safety of students.

## ARTICLE XXV - MANAGEMENT RIGHTS

The District retains and reserves unto itself all powers, rights, and authority, to direct, manage and control to the full extent of the law the San Diego Community College District operations, working force and facilities. Except to the extent limited by the specific and express terms and conditions of this Agreement the rights to consider the merits, necessity or organization of any service or activity provided by law, policy or administrative procedure; to determine the mission of the District; set standards of service and performance; to select, direct and control the District business operations and working force; to hire, classify, assign, promote, transfer, layoff unit members, and discipline unit members for just causes and the right to require unit members to observe written rules and regulations are all vested in the Board of Trustees of the San Diego Community College District. The Board of Trustees may legally delegate or assign any Board rights or responsibilities to management or to such other official persons, divisions, departments and committees as it shall determine appropriate.

## ARTICLE XXVI - SEVERABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XXVII - DURATION

27.1 This Agreement shall become effective July 1, 2004, unless specifically stated otherwise and shall remain in effect up to and including June 30, 2007. The parties agree to reopen wages and benefits, and any additional articles as mutually agreed by the parties prior to July 1, 2005. Any economic improvements will be paid from the resource allocation formula (See Appendix H).

27.2 All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and AFT. During the term of this Agreement, there shall be no change in District regulations or published Departmental Policies on matters within the scope of negotiations without notice to AFT and providing AFT the opportunity to bargain the impacts and effects.

## SAN DIEGO COMMUNITY COLLEGE DISTRICT, AFT/OFFICE TECHNICAL SALARY SCHEDULE

**EFFECTIVE 7/1/04 - 6/30/05**

| RANGE | A | B | C | D | E | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1810 | 1900 | 1995 | 2095 | 2200 | 2272 | 2303 | 2334 | 2366 | 2398 | 2430 | 2463 | 2496 |
| 2 | 1831 | 1923 | 2019 | 2120 | 2226 | 2299 | 2331 | 2362 | 2394 | 2426 | 2459 | 2492 | 2526 |
| 3 | 1853 | 1946 | 2043 | 2145 | 2252 | 2327 | 2358 | 2390 | 2422 | 2455 | 2488 | 2522 | 2556 |
| 4 | 1875 | 1968 | 2067 | 2170 | 2279 | 2354 | 2386 | 2418 | 2450 | 2483 | 2517 | 2551 | 2585 |
| 5 | 1895 | 1990 | 2089 | 2194 | 2304 | 2380 | 2412 | 2444 | 2477 | 2511 | 2545 | 2579 | 2614 |
| 6 | 1923 | 2019 | 2120 | 2226 | 2337 | 2415 | 2447 | 2480 | 2514 | 2548 | 2582 | 2617 | 2652 |
| 7 | 1951 | 2048 | 2151 | 2258 | 2371 | 2449 | 2483 | 2516 | 2550 | 2584 | 2619 | 2655 | 2691 |
| 8 | 1981 | 2080 | 2184 | 2293 | 2408 | 2487 | 2521 | 2555 | 2589 | 2624 | 2659 | 2695 | 2732 |
| 9 | 2014 | 2114 | 2220 | 2331 | 2448 | 2528 | 2563 | 2597 | 2632 | 2668 | 2704 | 2740 | 2777 |
| 10 | 2047 | 2149 | 2256 | 2369 | 2488 | 2570 | 2604 | 2640 | 2675 | 2711 | 2748 | 2785 | 2823 |
| 11 | 2087 | 2191 | 2301 | 2416 | 2536 | 2620 | 2656 | 2691 | 2728 | 2765 | 2802 | 2840 | 2878 |
| 12 | 2122 | 2228 | 2339 | 2456 | 2579 | 2664 | 2700 | 2737 | 2774 | 2811 | 2849 | 2887 | 2926 |
| 13 | 2165 | 2273 | 2387 | 2506 | 2632 | 2718 | 2755 | 2792 | 2830 | 2868 | 2907 | 2946 | 2986 |
| 14 | 2206 | 2317 | 2432 | 2554 | 2682 | 2770 | 2808 | 2846 | 2884 | 2923 | 2962 | 3002 | 3043 |
| 15 | 2255 | 2367 | 2486 | 2610 | 2741 | 2831 | 2869 | 2908 | 2947 | 2987 | 3027 | 3068 | 3110 |
| 16 | 2309 | 2425 | 2546 | 2673 | 2807 | 2900 | 2939 | 2978 | 3019 | 3059 | 3101 | 3142 | 3185 |
| 17 | 2361 | 2479 | 2603 | 2733 | 2870 | 2964 | 3004 | 3045 | 3086 | 3128 | 3170 | 3213 | 3256 |
| 18 | 2423 | 2544 | 2671 | 2804 | 2945 | 3042 | 3083 | 3124 | 3167 | 3209 | 3253 | 3297 | 3341 |
| 19 | 2485 | 2610 | 2740 | 2877 | 3021 | 3121 | 3163 | 3206 | 3249 | 3293 | 3337 | 3382 | 3428 |
| 20 | 2555 | 2683 | 2817 | 2958 | 3106 | 3209 | 3252 | 3296 | 3340 | 3385 | 3431 | 3477 | 3524 |
| 21 | 2628 | 2759 | 2897 | 3042 | 3194 | 3299 | 3344 | 3389 | 3435 | 3481 | 3528 | 3576 | 3624 |
| 22 | 2703 | 2838 | 2980 | 3129 | 3285 | 3394 | 3439 | 3486 | 3533 | 3581 | 3629 | 3678 | 3728 |
| 23 | 2790 | 2930 | 3076 | 3230 | 3392 | 3504 | 3551 | 3599 | 3647 | 3697 | 3746 | 3797 | 3848 |
| 24 | 2877 | 3021 | 3172 | 3330 | 3497 | 3612 | 3661 | 3710 | 3760 | 3811 | 3863 | 3915 | 3968 |
| 25 | 2969 | 3118 | 3274 | 3438 | 3609 | 3729 | 3779 | 3830 | 3882 | 3934 | 3987 | 4041 | 4095 |
| 26 | 3066 | 3220 | 3381 | 3550 | 3727 | 3850 | 3902 | 3955 | 4008 | 4062 | 4117 | 4173 | 4229 |
| 27 | 3173 | 3332 | 3499 | 3674 | 3857 | 3985 | 4038 | 4093 | 4148 | 4204 | 4261 | 4318 | 4377 |
| 28 | 3294 | 3459 | 3632 | 3813 | 4004 | 4136 | 4192 | 4248 | 4306 | 4364 | 4423 | 4482 | 4543 |
| 29 | 3417 | 3587 | 3767 | 3955 | 4153 | 4290 | 4348 | 4406 | 4466 | 4526 | 4587 | 4649 | 4712 |
| 30 | 3548 | 3726 | 3912 | 4108 | 4313 | 4455 | 4516 | 4576 | 4638 | 4701 | 4764 | 4829 | 4894 |
| 31 | 3687 | 3872 | 4065 | 4269 | 4482 | 4630 | 4692 | 4756 | 4820 | 4885 | 4951 | 5018 | 5086 |
| 32 | 3838 | 4030 | 4231 | 4443 | 4665 | 4819 | 4884 | 4950 | 5017 | 5084 | 5153 | 5223 | 5293 |
| 33 | 3997 | 4197 | 4407 | 4628 | 4859 | 5019 | 5087 | 5156 | 5225 | 5296 | 5367 | 5440 | 5513 |
| 34 | 4168 | 4377 | 4596 | 4825 | 5067 | 5234 | 5305 | 5376 | 5449 | 5522 | 5597 | 5672 | 5749 |

# AFT OFFICE-TECHNICAL UNIT

| CLASSIFICATION TITLES | RANGE | |
|---|---|---|
| ABSO Revenue Control Assistant | 19 | |
| Account Clerk | 15 | |
| Account Clerk, Senior | 19 | |
| Accounting Technician | 21 | |
| Accounting Technician, Senior | 23 | |
| Acquisition Accounting Technician | 20 | |
| Acquisition Accounting Technician, Senior | 23 | (1) |
| Administrative Secretary | 22 | (2) |
| Administrative Technician | 21 | |
| Bookstore Invoice Audit Clerk | 15 | |
| Bookstore Posting Clerk | 12 | |
| Bookstore Sales Clerk | 11 | |
| Bookstore Sales Clerk, Assistant | 6 | |
| Broadcast Engineer | 26 | |
| Broadcast Operations Specialist | 21 | |
| Clerical Assistant | 13 | |
| Clerical Assistant / Instructional | 13 | |
| Clerical Assistant, Senior | 18 | |
| Desktop Publishing Clerk | 16 | |
| Evaluator | 23 | |
| Graphic Artist / Photographer | 21 | |
| Information Booth Attendant | 6 | |
| Instructional Aide | 1 | |
| Instructional Assistant / ABE | 16 | |
| Instructional Assistant / Appliance/Refrigeration Repair | 19 | |
| Instructional Assistant / Art | 18 | |
| Instructional Assistant / Auto Body / Paint | 19 | |
| Instructional Assistant / Auto Mechanics | 19 | (3) |
| Instructional Assistant / Auto Upholstery | 19 | |
| Instructional Assistant / Aviation | 19 | (3) |
| Instructional Assistant / Brain Injury Program | 20 | |
| Instructional Assistant / Child Development | 16 | |
| Instructional Assistant / Commercial Printing | 19 | |
| Instructional Assistant / Computer Science | 18 | |
| Instructional Assistant / Cosmetology | 16 | |
| Instructional Assistant / Court Reporting | 18 | |
| Instructional Assistant / Data Processing | 16 | |
| Instructional Assistant / Deaf Students | 18 | |
| Instructional Assistant / Developmental Learning Program | 20 | |

# AFT OFFICE-TECHNICAL UNIT

| CLASSIFICATION TITLES | RANGE | |
|---|---|---|
| Instructional Assistant / Electronic Assembly | 18 | |
| Instructional Assistant / Electronics | 18 | |
| Instructional Assistant / ESL | 16 | |
| ~~Instructional Assistant / GAIN~~ | ~~19~~ | (4) |
| Instructional Assistant / Graphics | 19 | |
| Instructional Assistant / Landscape Construction | 18 | |
| Instructional Assistant / Learning Resources | 18 | |
| Instructional Assistant / Machine Shop | 19 | |
| Instructional Assistant / Music | 18 | |
| Instructional Assistant / Office Systems | 18 | |
| Instructional Assistant / Photography | 18 | |
| Instructional Assistant / Physical Science | 18 | |
| Instructional Assistant / Power Sewing | 18 | |
| Instructional Assistant / Sheetmetal - Pipefitting | 19 | |
| Instructional Assistant / Stampmaker | 16 | |
| Instructional Assistant / Steel Fabrication | 19 | |
| ~~Instructional Assistant / Typing Lab~~ | ~~16~~ | (4) |
| Instructional Assistant / Welding | 19 | |
| Instructional Lab Technician / Animal Health | 23 | |
| Instructional Lab Technician / Art Gallery | 23 | (5) |
| Instructional Lab Technician / Auto Mechanics | 23 | (3) |
| Instructional Lab Technician / Biology | 23 | |
| Instructional Lab Technician / Chemistry | 23 | |
| Instructional Lab Technician / Child Development | 23 | |
| Instructional Lab Technician / Computer Science | 23 | (6) |
| Instructional Lab Technician / Dental Health | 23 | |
| Instructional Lab Technician / Electronics | 23 | |
| Instructional Lab Technician / Environmental Control | 23 | |
| Instructional Lab Technician / Learning Resources | 23 | |
| Instructional Lab Technician / Library Services | 23 | |
| Instructional Lab Technician / Machine Shop | 23 | (7) |
| Instructional Lab Technician / Media Production | 23 | |
| Instructional Lab Technician / Nursing Education | 23 | |
| Instructional Lab Technician / Photography | 23 | |
| Instructional Lab Technician / Physical Science | 23 | |
| Instructional Lab Technician / Physics - Astronomy | 23 | |
| Instructional Lab Technician / Trades | 23 | |
| ~~Inventory Specialist~~ | ~~16~~ | (8) |
| ~~Inventory & Purchasing System Specialist~~ | ~~25~~ | (4) |

# AFT OFFICE-TECHNICAL UNIT

| CLASSIFICATION TITLES | RANGE | |
|---|---|---|
| Lead Broadcast Operations Specialist | 26 | (9) |
| Lead Sign Language Interpreter | 23 | (10) |
| Mail Clerk | 9 | |
| Media Clerk | 13 | |
| Media Clerk, Senior | 16 | |
| Media Technician | 20 | |
| Medical Office Assistant | 18 | |
| Network Specialist | 25 | (11) |
| Non-Textbook Buyer | 19 | |
| Offset Press Operator | 16 | |
| Offset Press Operator, Senior | 19 | |
| Payroll Assistant | 19 | (5) |
| Payroll Technician | 21 | |
| Payroll Technician, Senior | 23 | |
| PC Programmer | 23 | |
| Police Communications Dispatcher | 19 | (12) |
| Police Communications Lead Dispatcher | 23 | (11) |
| Prerequisite Evaluator | 21 | |
| Secretary | 16 | |
| Secretary, Senior | 21 | (2) |
| Sign Language Interpreter | 19 | (12) |
| Sign Language Interpreter, Senior | 24 | (5,13) |
| Software Technician | 21 | (9) |
| Student Assistance Technician - EOPS | 21 | |
| Student Assistance Technician - Financial Aid | 22 | |
| Student Services Assistant | 16 | |
| Student Services Assistant, Senior | 19 | |
| Student Services Technician | 23 | |
| Student Systems Support Technician | 23 | |
| Telephone Operator | 11 | |
| Textbook Buyer | 23 | (14) |
| Textbook Buyer Assistant | 18 | |
| Word Processing Operator | 15 | (15) |

## AFT OFFICE-TECHNICAL UNIT

NOTES :

(1) Classification established effective 07/02
(2) Classification reallocated effective 07/02
(3) Classification established effective 01/04
(4) Classification eliminated effective 07/01
(5) Classification established effective 07/01
(6) Does not reflect the market adjustment additive which is Range 27
(7) Classification established effective 07/03
(8) Classification eliminated effective 07/02
(9) Classification established effective 07/04
(10) Does not reflect the market adjustment additive which is Range 29
(11) Does not reflect the market adjustment additive which is Range 30
(12) Does not reflect the market adjustment additive which is Range 26
(13) Does not reflect the market adjustment additive which is Range 33
(14) Classification reallocated effective 01/04
(15) Classification reallocated effective 07/01

## CONSTRUCTIVE ACTION PROGRAM

This program allows employees who acknowledge they've made a mistake to submit a plan to correct their behavior in order to conform to acceptable guidelines. The information will remain in the individual's file for purposes of documentation. Employees choosing to participate are directed to complete a CONSTRUCTIVE ACTION CONTRACT, review it with their supervisor and bring it to the pre-disciplinary hearing on the date identified. Employees who feel the stated charges are incorrect may choose not to participate in the Constructive Action Program. This program will sunset on June 30, 2007 unless mutually agreed to in writing by the parties.

**SAN DIEGO COMMUNITY COLLEGE DISTRICT**
**PROCESS FOR DISCIPLINE BEYOND WRITTEN REPRIMAND**

↓

Behavior Requiring Discipline

↓

Meeting with immediate supervisor regarding behavior (with positive discipline offered if appropriate)

↓

Predisciplinary Letter from supervisor to employee with copy to manager indicating charges and recommend disciplinary action

↓

Employee Choice - time frame; form attached

↙ ↘

Current Process

- Letter from manager stating charges; setting date for pre-disciplinary meeting (union field representative in attendance)
- Meeting -
  A. Manager reviews charges
  B. Employee/union representative present any mitigating information
  C. Decision memo - forwarded to Human Resources
- Discipline Implemented

Positive Discipline

- Meeting with supervisor to discuss Constructive Action Plan (optional-second chance)
- Letter from manager stating charges; setting date of pre-disciplinary meeting (union field representative in attendance)
- Meeting - review and agree on:
  A. Discipline determination
  B. Constructive Action Plan including timelines
  C. Recommended discipline is held in abeyance
  D. Documents forwarded to Human Resources: decision memo & Constructive Action Plan
- At conclusion of designated timeline, Review Meeting with manager, supervisor, employee and union representative held to sign that Constructive Action Plan is completed. Letter of completion sent to employee and personnel file.

If Constructive Action Plan is NOT met, employee may request a meeting with the supervisor/manager prior to the decision to implement the discipline.

# SAN DIEGO COMMUNITY COLLEGE DISTRICT
# CONSTRUCTIVE ACTION PLAN/CONTRACT

EMPLOYEE'S NAME _____

CAMPUS/OFFICE _____

DATE OF PRE-DISCIPLINARY HEARING _____ ,

The area below is provided to allow you the opportunity to identify the areas that have caused the department to initiate the attached Pre-Disciplinary Letter and to set forth a plan to correct the situation. Your participation is completely voluntary and filling out of this document is solely for the purpose of assisting the Department in determining whether this case should be handled by the Constructive Action method. You may use the reverse side if necessary.

IN YOUR OWN WORDS, PLEASE EXPLAIN THE STEPS YOU PLAN ON TAKING IN ORDER TO CORRECT THE SITUATIONS THAT HAVE CAUSED THE CHARGES IN THE PRE-DISCIPLINARY LETTER TO BE BROUGHT FORWARD.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Approved: _____
Supervisor

Approved: _____
Manager

Approved: _____
Administrative Officer

_____
(Employee's Name) Date

# SAN DIEGO COMMUNITY COLLEGE DISTRICT
# ACTS INELIGIBLE FOR CONSTRUCTIVE ACTION PROGRAM

Individuals who have violated established policy may participate in the Constructive Action Program on a voluntary basis. They may **NOT** participate if they have violated one of the **ACTS** listed below. Violation of one of these acts will lead to a recommendation of termination or lengthy suspension.

| OFFENSE/REASON FOR ACTION | EXAMPLE |
|---|---|
| 1) Failure to perform satisfactorily during probationary period. | Employee has failed to demonstrate they are capable of satisfactorily performing the duties of their classification. |
| 2) Job abandonment | When an employee's actions indicate they are not returning. |
| 3) Failure to abide by a last chance agreement and/or Employee Assistance Program (EAP) rules and regulations when made as a condition of postponing termination or as a condition of continuing employment. | Failure to meet agreed expectations or attend EAP, complete and resolve problem or their being dropped from program by health care provider. |
| 4) Unlawful activity which is very severe or involves moral turpitude activity which results in formal charges being filed. | Theft and/or willful destruction of District property, criminal falsification of records.<br><br>Conviction of any felony, a misdemeanor drug charge or a misdemeanor moral turpitude (sexual offense) crime (Education Code Sections 88022, 87405, 87406.5). |
| 5) Endangering the health and/or welfare of self, fellow workers or citizens or placing the District in an extreme liable position. | Drugs, alcohol, weapons, refusing a direct order, driving without a valid driver license, violence in the workplace. |
| 6) Failure to conform to the dictates to Corrective Action. | Where an employee has repeatedly failed to follow their previously agreed to "contract" and the department can no longer believe they are sincere in adhering to established rules and regulations. |
| 7) Flagrant offenses which are not identified above. | Racial, sexual or other acts of gross insubordination, etc. |

**APPENDIX D-1**

San Diego Community College District
OFFICE/TECHNICAL GRIEVANCE FORM
See Reverse Side for Instructions

NAME_____ Position Title _____ Location_____

(A) Date of event creating grievance: _____
Note: See Instructions on back for required timelines.

(B) Indicate the specific contract provision(s) believed to have been violated, misapplied or misinterpreted.

_____

(C) Describe how you believe the contract was violated

_____

_____

(D) Date of Step I Meeting: _____Immediate Supervisor_____

(E) Remedy Sought:

_____

_____

_____/_____ _____/_____
Grievant Signature Date Grievant Representative (if any) Date

**Step II Section to be completed by Manager above Immediate Supervisor.**
*ATTACH YOUR RESPONSE TO THIS FORM AND RETURN TO GRIEVANT*

Manager's Signature _____ Date_____

**Step III Section to be completed by Grievant for Step III Appeal**
_____I appeal this grievance to Step III. (State reasons why the Step II resolution/response is unacceptable)

_____

_____

Signature_____ Date_____

**Step III Section to be completed by President/Assistant Chancellor.** ATTACH YOUR RESPONSE TO THIS FORM AND RETURN TO GRIEVANT

Signature_____ Date_____

**Section to be completed by Grievant.** *FORWARD THIS FORM AND COPIES OF ALL RESPONSES TO THE ASSISTANT CHANCELLOR, HUMAN RESOURCES*
_____I wish to submit this grievance to mediation. (Optional)

Signature_____Date_____
_____I wish to submit this grievance to arbitration

Grievants' Signature_____Date_____

AFT Authorization_____Date_____
Note: AFT authorization required for submittal to arbitration except in the case of appeal of discipline.

**APPENDIX D-2**

## GRIEVANCE FORM INSTRUCTIONS

Step I (Immediate Supervisor)

1. Grievant must request to meet with his/her immediate supervisor within twenty (20) days after an alleged grievance occurs or within twenty (20) days of when the grievant could reasonably have known of the occurrence.
2. A response from the immediate supervisor must be given to the grievant within ten (10) days of the meeting.

Step II (Manager above Immediate Supervisor)

1. A formal written grievance may be filed at Step II if issues are not resolved at Step I.
2. The grievant may appeal the Step I decision to Step II within ten (10) days of the Step I response.
3. Grievant must complete all appropriate sections of the Office-Technical Grievance Form and submit to the Manager above his/her Immediate Supervisor.
4. The manager must meet with the grievant within ten (10) days of receipt of the grievance.
5. Following the meeting the manager completes the designated portion of the grievance form and returns it with the written response to the grievant and AFT within ten (10) days of the meeting.

Step III (President/Assistant Chancellor)

1. A grievant may appeal the Step II decision to the appropriate President/Assistant Chancellor within ten (10) days of Step II response.
2. The grievant completes the appropriate section of the Step III appeal and send the completed grievance form with copies of previous level responses to the President/Assistant Chancellor.
3. The President/Assistant Chancellor shall meet with the grievant within ten (10) days of receipt of the grievance and provide a written response to the grievant and AFT within ten (10) days of the meeting. An information copy of all documents should be forwarded to the Human Resources Department/Employee Relations.

Step IV (Mediation)(Optional)

1. If there is no resolution at Step III either party may request mediation.
2. The request must be made in writing to the Human Resources Office within ten (10) days of the Step III decision.

Step V (Arbitration)

1. The grievance form contains a space for AFT to indicate it's desire to arbitrate the grievance. AFT's request to arbitrate must be in writing.
2. The written request for arbitration must be made to the Assistant Chancellor, Human Resources with ten (10) days of the Step III response or within ten (10) days of the completion of the Step IV mediation process.

APPENDIX E-1

# PERFORMANCE APPRAISAL REPORT FORM
## OFFICE TECHNICAL EMPLOYEES *(Probationary, Promoted, Reclassified and Demoted)*
### *Employee Self Appraisal*

***Refer to the Performance Appraisal Manual for an explanation of each criterion listed below.***

| **Quality of work** |
|---|
| |

| **Judgment** |
|---|
| |

| **Attitude** |
|---|
| |

| **Working Relationships** |
|---|
| |

| **Reliability** |
|---|
| |

**Job Duties for the functional area (i.e. student services, accounting, instructional services):**
*Identify and evaluate each major job duty or responsibility. For this portion of the rating, refer to the district classification description (examples of duties and knowledge, skills and abilities) and, if available, the desk description for this position.*

**Overall Evaluation:**

( ) **Exceeds standards** - the performance is so successful that special note should be made.

( ) **Meets Standards** - Performance is at or above the minimum standards. This level is what the majority of employees perform and is what one would expect from competent employees.

( ) **Needs Improvement** - Performance is below standard and the employee must fulfill the recommendations delineated on the development plan in order to become competent.

_____ Date:_____
Supervisor Signature

_____ Date:_____
Manager Signature

_____ Date:_____
Employee Signature

# PERFORMANCE APPRAISAL REPORT FORM
## OFFICE TECHNICAL EMPLOYEES *(Probationary, Promoted, Reclassified and Demoted)*
### *Supervisor/Manager Appraisal*

***Refer to the Performance Appraisal Manual for an explanation of each criterion listed below.***

| **Quality of work** |
|---|
| |

| **Judgment** |
|---|
| |

| **Attitude** |
|---|
| |

| **Working Relationships** |
|---|
| |

| **Reliability** |
|---|
| |

**Job Duties for the functional area (i.e. student services, accounting, instructional services):**
*Identify and evaluate each major job duty or responsibility. For this portion of the rating, refer to the district classification description (examples of duties and knowledge, skills and abilities) and, if available, the desk description for this position.*

**Overall Evaluation:**

( ) **Exceeds standards** - the performance is so successful that special note should be made.

( ) **Meets Standards** - Performance is at or above the minimum standards. This level is what the majority of employees perform and is what one would expect from competent employees.

( ) **Needs Improvement** - Performance is below standard and the employee must fulfill the recommendations delineated on the development plan in order to become competent.

_____ Date:_____
Supervisor Signature

_____ Date:_____
Manager Signature

_____ Date:_____
Employee Signature

**Performance Appraisal Criteria Definitions and Guides**
**Office Technical Employees *(Probationary, Promoted, Reclassified and Demoted)***

Employee Performance Criteria

Employee performance criteria are defined below. ***These are only to be considered examples and evaluation is not limited to these suggestions.*** Each criterion should be checked in relation to the individual employee's duties and responsibilities. Do not assume that all factors are of equal importance. Each criterion's degree of importance will vary according to the requirements of the employee's job. The employee should be made aware of these requirements. Performance not falling within levels described below should be rated as "needs improvement" with specific written guidance as to what can be done to improve performance.

**Quality of Work**

The degree of excellence of the work performed over the entire rating period. In rating this criterion, attention should be paid to the consequences of work that is not of good quality.

| Meets Standards | Exceeds Standards |
|---|---|
| Work is neat, accurate, thorough, on time and acceptable. Work needs to be redone only on occasion. Impact of errors or work needing to be redone are minimal. It does not negatively affect the efforts of others. It reflects well upon the department or District. | Consistently high standards in accuracy and thoroughness. Completes multiple, complex projects on time or ahead of time. |

**Judgment**

The quality of decisions, the nature depending upon the degree of responsibility assigned to the position.

| Meets Standards | Exceeds Standards |
|---|---|
| Usually makes consistent and reliable judgments and decisions. These judgments have a positive effect on the quantity and quality of the work produced as well as on the work of others. Appropriately refers to the supervisor only those decisions that require higher level action. Bases decisions on analysis of information available. | Consistently makes sound decisions even on complex issues. Actively seeks input from parties involved and goes the "extra mile" to obtain data. Anticipates problems. Incisive thinker. Seeks pertinent information and considers various options /viewpoints. Independently seeks additional information for own use or supervisor's use in resolving problems or making decisions. |

**Attitude**

The degree of willingness an employee exhibits when given responsibility and the manner in which the responsibility is carried out.

| Meets Standards | Exceeds Standards |
|---|---|
| Readily accepts responsibility for job assignments. Cooperates with supervisor, peers and the people for whom s/he provides service. Employee accepts responsibility for his/her mistakes. Consistently complies with applicable rules and regulations. Accepts new ideas but may need to be convinced or persuaded. | Excellent in cooperation. Welcomes new ideas, generates them independently. Volunteers to be helpful and of assistance to others. Is enthusiastic. Takes initiative in accomplishing department goals. Demonstrates creativity in problem solving and offers a variety of possible solutions. |

**Working Relationships**

This only reflects on those contacts that are a regular part of the employee's assigned duties and indicates the ability to effectively establish and maintain productive working relationships with peers, co-workers, and other employees with whom the employee has contact. It does not apply to the employee's personal popularity or lack of it.

| Meets Standards | Exceeds Standards |
|---|---|
| Treats everyone with respect and fairness irrespective of job classification. Shares recognition. Listens well. Participates in team discussions to share information or problem solve but may have to be asked. Keeps relevant team members informed. Seeks input from team members. | Especially adept at establishing and maintaining productive working relationships. Suggests ways to share workload based on abilities/talents. Places welfare of the team and the solutions of problems over self-interests. Seeks rapport. Volunteers in some discussions. Demonstrates flexibility. |

**Reliability**

Reflects dependability in attendance and punctuality.

| Meets Standards | Exceeds Standards |
|---|---|
| Prudent use of available leaves. Reliable attendance and punctuality; on time to work; regularly returns from breaks and lunch in a timely manner. Requests for leaves are planned in conjunction with office workload. | Employee has an excellent attendance record and rarely misses work for unscheduled absences. Is rarely late arriving or returning to work. |

**APPENDIX F**

"FLEX" SCHEDULED
Part-Time Classified Contract Positions
Scheduling Guideline

This chart is intended to help managers and supervisors schedule employees who work a "flex" schedule and to insure that those employees are compensated for holidays and actual hours worked in accordance with the collective bargaining agreement.

| **12-Month Positions (14 Holidays)** | | | |
|---|---|---|---|
| **FTE** | **Annual Paid Hours (1)** | **Annual Holiday Hours (2)** | **Actual Assigned Work Hours (Col. 1-Col. 2)** |
| 1.00 | 2080 | 112 | 1968 |
| .75 | 1560 | 84 | 1476 |
| .50 | 1040 | 56 | 984 |
| .45 | 936 | 50 | 886 |
| .40 | 832 | 45 | 787 |
| .375 | 780 | 42 | 738 |

| **10-Month Positions (13 Holidays)** | | | |
|---|---|---|---|
| **FTE** | **Annual Paid Hours (1)** | **Annual Holiday Hours (2)** | **Actual Assigned Work Hours (Col. 1-Col. 2)** |
| 1.00 | 1733 | 104 | 1629 |
| .75 | 1300 | 78 | 1222 |
| .50 | 867 | 52 | 815 |
| .45 | 780 | 47 | 733 |
| .40 | 693 | 42 | 651 |
| .375 | 650 | 39 | 611 |

NOTE: VACATION HOURS ARE INCLUDED IN THE "ACTUAL" ASSIGNED WORK HOURS

**APPENDIX G-1**

**Mutual Feedback Conference Form**
**(Office Technical)**
***(Permanent Employees)***

**Date**_____

**Unit Member**_____ **Supervisor**_____

**The questions on this form are to be used as a guide to a constructive dialog between the supervisor and unit member. Written comments are not required by either party. However, if written comments are provided, they do not become part of the unit member's official personnel file.**

---

1. What have you accomplished to demonstrate:

   a) Continuous Improvement

   b) Quality Customer Service

   c) Team Behavior

2. What are your professional and/or personal goals for the next six (6) months? *(Optional)*

3. Are there any barriers preventing you from completing your job effectively?

4. What helps you get your job done in an efficient manner?

5. Are there problems facing the team right now?

6. What do you enjoy most about your job?

7. What do you enjoy least about your job?

8. What can I do to support you better?

9. Are there any other concerns or issues you'd like to discuss with me at our meeting?

FOR SUPERVISORS: Are there any positive or constructive feedback you would like to make to the unit member regarding their performance (e.g.; quality of work, judgment, attitude, working relationships, reliability)?

## Final Agreement
## AFT Guild and the San Diego Community College dated July 22, 2004

### Allocation Formula
Three-year term for settlement (2004-05 thru 2006-07)

The District will develop a standard for a normally expected ending balance. Ending Balance exceeding this standard, will be reviewed carefully for possible reduction in subsequent fiscal years. The goal of this activity is to bring continuous revenue in line with continuous expenditures in the approved budget.

From the COLA and Growth funds available as described during each fiscal year below, each bargaining unit included in the formula shall have discretion over how its portion of these funds are distributed, provided they are used for improving the compensation or benefit levels of existing programs or reassigned time for the purpose of union business. If a bargaining unit wants to implement a new program, or modify workload, the terms and conditions of the new program or workload modification will have to be negotiated with the District.

Following past practices, employee unit salary or benefit increases in restricted programs are to be absorbed by the program's funding.

The District will annually prepare and make available upon request a market survey of the comparability of each bargaining/meet and confer unit's salary schedule to that of selected benchmark districts and the other four local community college districts. Based upon the results of this study, the District may choose to allocate additional resources to selected bargaining units from the District's share of resources from this allocation model.

**2004-05**

80% State COLA for employee unit salary/economic improvement to be distributed as an equal percentage among all units.

Full FTES scheduled growth for 2004-05 will be budgeted to offset COLA distributed to employee units 2004-05.

At the close of the fiscal year 2003-04 a determination will be made as to how much of the 2004-05 equalization revenues (if any) will be needed to balance the 2004-05 budget. This determined amount will be carried forward as a continuous revenue item to be used to balance the 2005-06 and 2006-07 budgets.

Equalization in excess of this amount will be allocated to cover increased costs to Health and Welfare benefits as of January 2005. Unused amounts will be reserved for future year Health & Welfare cost increases. These funds which will be called the Benefit Reserve will be applied in the following priority order:

1. To cover premium increases to fully fund Dental and Vision coverage.
2. To fully fund the least expensive Medical program.
3. To as much as possible raise the cap of the other medical plan to match the District contribution rate to what is covered in #2. If the other plan exceeds the cap of #2 no additional funding will be provided.
4. Hold any remaining funds in a reserve for future increases to be applied in the order noted.

This will be the only source of funds to cover increase Health & Welfare benefit costs. If costs exceed these available resources they will be borne by the employee, unless that bargaining unit elects to divert COLA or Growth resources to pay for benefit costs.

Any contribution by the equalization fund or the employee will not be counted as expenditures when determining if continuous revenue covered continuous expenditures. Should continuous revenue exceed continuous expenditures, 50% will go to the Benefit Reserve Account (continuous reserve) and 50% to increase the Reserve for Economic Uncertainty (continuous reserve).

If new continuous revenues become available through a new program, (not an increase in a current program or its shift from categorical to general apportionment) the District agrees to open discussion regarding the formula and the distribution of those new program dollars. Should such current or new program be reduced, eliminated or deficited, the parties agree to open discussion during the year of decrease in order to recover the funds from the formula in the succeeding year.

**2005-06**

80% State COLA for employee unit salary/economic improvement to be distributed as an equal percentage among all units.

20% of FTES growth funds will be distributed to employee units as salary/economic improvement and paid as of July 2007 after the P-1 adjustments for 2005-06 have been determined February 2007. Balance of resources to address FTES classroom expansion 2006-07 followed by additional continuing cost needs.

Equalization in excess of the amount determined at the close of 2004-05 budget year will be allocated to cover increased costs to Health and Welfare benefits as of January 2006. Unused amounts will be reserved for future year Health and Welfare increases.

Increases in Equalization will be distributed 60% to the Benefit Reserve and 40% for other District needs with the first priority being reducing the budgetary reliance on one-time funds.

These funds which will be called the Benefit Reserve will be applied in the following priority order:

1. To cover premium increases to fully fund Dental and Vision coverage.
2. To fully fund the least expensive Medical program.
3. To as much as possible raise the cap of the other medical plan to match the District contribution rate to what is covered in #2. If the other plan exceeds the cap of #2 no additional funding will be provided.
4. Hold any remaining funds in a reserve for future increases to be applied in the order noted.

This will be the only source of funds to cover increase Health & Welfare benefit costs. If costs exceed these available resources they will be borne by the employee, unless that bargaining unit elects to divert COLA or Growth resources to pay for benefit costs.

Any contribution by the equalization fund or the employee will not be counted as expenditures when determining if continuous covered continuous expenditures. Should continuous revenue exceed continuous expenditures, 50% will go to the Benefit Reserve Account and 50% to increase the Reserve for Economic Uncertainty.

If new continuous revenues become available through a new program, (not an increase in a current program or its shift from categorical to general apportionment) the District agrees to open discussion regarding the formula and the distribution of those new program dollars. Should such current or new program be reduced, eliminated or deficited, the parties agree to open discussion during the year of decrease in order to recover the funds from the formula in the succeeding year.

**2006-07**

80% State COLA for employee unit salary/economic improvement to be distributed as an equal percentage among all units.

30% of FTES growth funds will be distributed to employee units as salary/economic improvement and paid as of July 2008 after the P-1 adjustments for 2006-07 have been determined February 2008. Balance of resources to address FTES classroom expansion 2007-08 followed by additional continuing cost needs.

Equalization in excess of the amount determined at the close of 2004-05 budget year will be allocated to cover increased costs to Health and Welfare benefits as of January 2007. Unused amounts reserved for future year Health and Welfare increases. Increases in Equalization will be distributed 60% to the Benefit Reserve and 40% for other District needs with the first priority being reducing the budgetary reliance on one-time funds.

These funds which will be called the Benefit Reserve will be applied in the following priority order:

1. To cover premium increases to fully fund Dental and Vision coverage.
2. To fully fund the least expensive Medical program.
3. To as much as possible raise the cap of the other medical plan to match the District contribution rate to what is covered in #2. If the other plan exceeds the cap of #2 no additional funding will be provided.
4. Hold any remaining funds in a reserve for future increases to be applied in the order noted.

This will be the only source of funds to cover increase Health & Welfare benefit costs. If costs exceed these available resources they will be borne by the employee, unless that bargaining unit elects to divert COLA or Growth resources to pay for benefit costs.

If new continuous revenues become available through a new program, (not an increase in a current program or its shift from categorical to general apportionment) the District agrees to open discussion regarding the formula and the distribution of those new program dollars. Should such current or new program be reduced, eliminated or deficited, the parties agree to open discussion during the year of decrease in order to recover the funds from the formula in the succeeding year.

The 2006-07 ending balance of each District department/campus will be subtracted from their 2007-08 budget allocation and held in a reserve account. This continues to bring continuous revenue and expenditures into balance. (Any contribution by the equalization fund or the employee will not be counted as expenditures when determining if continuous revenues cover continuous expenditures.) Should continuous revenue exceed continuous expenditures, 50% will go to the Benefit Reserve Account and 50% to increase the Reserve for Economic Uncertainty.

**APPENDIX I**

# SAN DIEGO COMMUNITY COLLEGE DISTRICT

## REQUEST FOR TEMPORARY SCHEDULE CHANGE

*INSTRUCTIONS: PLEASE PREPARE ONE COPY AND SUBMIT TO YOUR SUPERVISOR AND/OR MANAGER FOR CONSIDERATION.*
*THIS FORM IS FOR SITE AUDIT AND WILL NOT BE SENT TO PAYROLL.*

| | |
|---|---|
| EMPLOYEE NAME: (LAST, FIRST, MIDDLE) | LOCATION NAME/DEPARTMENT: |
| POSITION TITLE: | REASON FOR TEMPORARY SCHEDULE CHANGE: |
| REGULAR SCHEDULE: | |
| REQUESTED DATE(S)/TIME FOR TEMPORARY SCHEDULE CHANGE: | |

**EMPLOYEE'S SIGNATURE** **DATE**
*(I acknowledge that the above request is a temporary, non-regular, non-reoccurring request, allowing me to work more than eight (8) hours one day, but less on another, however in no event more than forty (40) hours in one week.)*

**MANAGER'S/SUPERVISOR'S SIGNATURE** **DATE**

**APPENDIX J-1**

JOB FAMILIES
AFT – OFFICE TECHNICAL UNIT

| ACCOUNTING/PAYROLL (ACC) | SECRETARIES (SEC) | STUDENT SERVICES (SS) |
|---|---|---|
| Senior Accounting Technician<br>23 | Administrative Secretary<br>22 | Evaluator<br>23 |
| Senior Acquisition Accounting Technician - 23 | Administrative Technician<br>21 | Student Services Technician<br>23 |
| Senior Payroll Technician<br>23 | Senior Secretary<br>21 | Student Systems Support Technician<br>23 |
| Accounting Technician<br>21 | Senior Clerical Assistant<br>18 | Student Assistant Technician / Financial Aid<br>22 |
| Payroll Technician<br>21 | Instructional Assistant / Office Systems<br>18 | Prerequisite Evaluator<br>21 |
| Acquisition Accounting Technician<br>20 | Desktop Publishing Clerk<br>16 | Student Assistant Technician / EOPS<br>21 |
| Senior Account Clerk<br>19 | Instructional Assistant / Data Processing<br>16 | Senior Student Services Assistant<br>19 |
| ABSO Revenue Control Assistant<br>19 | Secretary<br>16 | Student Services Assistant<br>16 |
| Payroll Assistant<br>19 | Word Processing Operator<br>15 | |
| Account Clerk<br>15 | Clerical Assistant<br>13 | |
| Bookstore Invoice Audit Clerk<br>15 | Clerical Assistant / Instructional<br>13 | |
| Bookstore Posting Clerk<br>12 | Telephone Operator<br>11 | |
| Bookstore Sales Clerk<br>11 | Mail Clerk<br>9 | |
| Assistant Bookstore Sales Clerk<br>6 | Information Booth Attendant<br>6 | |
| | Instructional Aide<br>1 | |
| **BOOKSTORE BUYERS (BOOK)** | **SECRETARIES (SEC)** | **POLICE (POL)** |
| Textbook Buyer<br>22 | | Police Communications Lead Dispatcher<br>23 |
| Non-Textbook Buyer<br>19 | | Police Communications Dispatcher<br>19 |
| Assistant Textbook Buyer<br>18 | | |

JOB FAMILIES
AFT – OFFICE TECHNICAL UNIT

| OFFSET PRESS (PRES) | INTERPRETER (INTR) | OTHER NON RELATED (OTHR) |
|---|---|---|
| Senior Offset Press Operator<br>19 | Senior Sign Language Interpreter<br>24 | Medical Office Assistant<br>18 |
| Instructional Assistant / Commercial Printing<br>19 | Lead Sign Language Interpreter<br>23 | |
| Offset Press Operator<br>16 | Sign Language Interpreter<br>19 | Software Technician<br>21 |
| | Instructional Assistant / Deaf Students<br>18 | |
| **GRAPHICS / PHOTOGRAPHY (GRPH)** | **MEDIA (MD)** | **RADIO STATION (RDIO)** |
| Instructional Lab Technician / Photography - 23 | Instructional Lab Technician / Learning Resources - 23 | Broadcast Engineer<br>26 |
| Graphic Artists / Photographer<br>21 | Instructional Lab Technician / Library Services - 23 | Lead Broadcast Operations Specialist<br>26 |
| Instructional Assistant / Graphics<br>19 | Instructional Lab Technician / Media Production - 23 | Broadcast Operations Specialist<br>21 |
| Instructional Assistant / Photography<br>18 | Media Technician<br>20 | |
| | Instructional Assistant / Learning Resources - 18 | |
| | Senior Media Clerk<br>16 | |
| | Media Clerk<br>13 | |
| **TRADES (TRAD)** | | |
| Instructional Lab Technician / Trades<br>23 | | |
| Instructional Lab Technician / Machine Shop - 23 | | |
| Instructional Assistant / Machine Shop<br>19 | | |
| Instructional Assistant / Sheet-metal-Pipefitting - 19 | | |
| Instructional Assistant / Steel Fabrication - 19 | | |
| Instructional Assistant / Welding<br>19 | | |

JOB FAMILIES
AFT – OFFICE TECHNICAL UNIT

| INSTRUCTIONAL LAB TECH OTHER (LT) | INSTRUCTIONAL ASSIST OTHER (IA) | INSTRUCTIONAL SUPPORT Specific Families |
|---|---|---|
| Instructional Lab Technician / Animal Health - 23 | Instructional Assistant / Art 18 | COMPUTER (COM) |
| Instructional Lab Technician / Art Gallery 23 | Instructional Assistant / Appliance & Refrigeration - 19 | Network Specialist 25 |
| Instructional Lab Technician / Auto Mechanics - 23 | Instructional Assistant / Auto Body / Paint 19 | PC Programmer 23 |
| Instructional Lab Technician / Biology 23 | Instructional Assistant / Auto Mechanics 19 | Instructional Lab Technician / Computer Science 23 |
| Instructional Lab Technician / Dental Health - 23 | Instructional Assistant / Auto Upholstery 19 | Instructional Assistant / Computer Science 18 |
| Instructional Lab Technician / Environmental Control Technology - 23 | Instructional Assistant / Aviation 19 | ABE/ESL (ESL) |
| Instructional Lab Technician / Nursing Education - 23 | Instructional Assistant / Brain Injury Program - 20 | Instructional Assistant / ABE 16 |
| | Instructional Assistant / Cosmetology 16 | Instructional Assistant / ESL 16 |
| | Instructional Assistant / Court Reporting 18 | ELECTRONICS (ELE) |
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