**Agreement Between**

**BOARD OF TRUSTEES**

**SIERRA JOINT COMMUNITY COLLEGE DISTRICT**

**And**

**UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792**

**July 1, 2024 – June 30, 2027**

# Weingarten Rights

If you have a reasonable basis to believe that a meeting is an investigatory interview and/or that disciplinary action may result from such meeting, you have the right to union representation. You must read or hand this statement to management before or during such meeting.

**"If the discussion I am being asked to enter into could in any way lead to my discipline or termination or affect my personal working conditions, I ask that a union steward, representative or officer be present. Unless I have this union representation, I respectfully choose not to participate in this discussion."**

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# ARTICLE 1: RECITATION OF PARTIES AND GENERAL PROVISIONS

## SECTION 1: RECITATION OF PARTIES

This is an Agreement made and entered into this 11th day of July 2024 between the Sierra Joint Community College District ("District") and the United Public Employees of California, Local 792, LiUNA, AFL-CIO ("UPEC" or "Union").

## SECTION 2: SUPPORT OF AGREEMENT

The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the Meet and Negotiate process. Therefore, it is agreed that the Union and the District will support this Agreement for its term.

By mutual consent of both parties, any provision of this Agreement may be renegotiated at any time. Modifications to this Agreement arising from such negotiation shall become part of this Agreement.

## SECTION 3: COMPLETION OF MEET AND NEGOTIATIONS

During the term of this Agreement, the Union and the District agree that they are not obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge of contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

This Article shall not preclude the parties from mutually agreeing, during the term of this Agreement, to negotiate matters within the scope of negotiations and to modify this Agreement.

## SECTION 4: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.

## SECTION 5: CONCERTED ACTIVITIES

Neither the Union nor its officers or agents shall encourage or sanction a strike, work stoppage, or other illegal activity during the term of this Agreement.

Similarly, the District agrees not to lock out Classified employees during the term of this Agreement.

It is understood that in the event this Article is violated by the Union or its agents, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement to any Classified employee and/or the Union.

## SECTION 6: SAVINGS PROVISION

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

If this Section is invoked, the parties may by mutual agreement negotiate a replacement provision or provisions for any invalidated terms of the Agreement.

### SECTION 7: SIDE LETTER REVIEW

Upon receipt of written request from either the District or the Union, all Side Letters shall be reviewed jointly to determine their relevancy. The Side Letters and a record of the dates of implementation and expiration shall be maintained in Human Resources.

### SECTION 8: FORMS MANUAL

All forms mentioned in this Agreement are available through Human Resources and links to the forms in *Inside.Sierra* are included in Appendix B: Forms Manual. All forms are subject to review and approval by the District and the Union.

# ARTICLE 2: RECOGNITION

## SECTION 1: CLASSIFIED UNIT

The District confirms its recognition of the Union as the exclusive representative for that unit of employees certified by the Public Employment Relations Board in Case No. S-R-271; S-D-46 dated June 15, 1982 as amended by mutual agreement. Any dispute regarding this agreement may be submitted to the Public Employment Relations Board (PERB). Any modifications, once approved by PERB, become part of this agreement without further negotiations.

This Agreement shall cover the bargaining unit of all Classified employee classifications as set forth in Appendix A: Classified Hourly Salary Schedule and Job Classification Listing.

All newly created or modified positions, except those that are Faculty, Management, Confidential, or Supervisory, or are exempt from the Classified service under Education Code Section 88003, or elsewhere in law, shall be assigned to the unit. If any bargaining unit positions are to be modified, created, or deleted, there shall be prior discussions with the Union. For purposes of this Agreement, the District shall direct all official communications to the Business Manager, or Designee. For official Union business, the Business Manager or Designee shall communicate with the Superintendent/President or Designee.

## SECTION 2: SUBSTITUTE, SHORT-TERM AND OTHER NON-CLASSIFIED EMPLOYEES

The California Education Code (Section 88003 et al.) mandates that all employees hired by a community college district be either academic (certificated) or classified, unless specifically exempted. Short-term, substitutes, student employees, professional experts, volunteers, and individuals hired under personal services contracts are specifically exempted from the classified service and as such are not represented by the Union. No student employees, professional experts, or volunteers shall displace regular Classified positions. The District and the Union agree that the Union has a right to ensure that such hires are not in place of a Classified employee that would otherwise be represented by the Union, and that the Union has a right to review the hiring of potential exempted employees.

### Substitute Employees

"Substitute employee," as used in this section, means any person employed to replace any Classified employee who is temporarily absent from duty. In addition, if the District is then engaged in a procedure to hire a permanent Classified employee to fill a vacancy in any Classified position, the Governing Board may fill the vacancy through the employment, for not more than sixty (60) calendar days, of one or more substitute employees, except to the extent that a Collective Bargaining Agreement then in effect provides for a different period of time. [Ed Code 88003].

For the purposes of this Agreement, the District and the Union have agreed to one-hundred twenty (120) calendar days rather than the sixty (60) days notes above.

### Short-Term Employees

"Short-term employee," as used in this section, means any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the Governing Board, at a regularly scheduled Board meeting, shall specify the service required to be performed by the employee pursuant to the definition of "classification" in subdivision (a) of Section 88001, and shall certify the ending date of the service. The ending date may be shortened or extended by the Governing Board, but shall not extend beyond seventy-five percent (75%) of a school year.

"Seventy-five percent of a college year" means one-hundred ninety-five (195) working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of number of hours worked per day. Employment of either full-time or part-time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.

**Classified Retirees**

A Classified retiree may be re-employed by the District. The retiree shall be paid at Step A on the Classified Hourly Schedule in the position employed. A retiree may not be hired as a consultant or professional expert for the District if the duties to be performed are the same as or similar to those performed by the employee in the previously held classified position.

Where the District has a new need for additional work via short-term employees in a consecutive subsequent year, and the work is similar or the same as the work that expired in a prior year, the District and the Union will review the use of the short-term assignments to ensure compliance with the Education Code provision regarding the use of short-term employees, as identified in Article 2, Section 2 of the Collective Bargaining Agreement.

## SECTION 3: PARTIAL LEAVE REPLACEMENT

Regular employees of the District who request a temporary reduction in hours worked that is subsequently approved by the Supervisor and the Board of Trustees shall be considered on a partial leave of absence. The District may backfill the position left partially vacant with a substitute employee for up to one-hundred seventy-five (175) working days in any one (1) school year irrespective of the number of hours worked per day, including holidays, sick leave, vacation, and other leaves of absence at Step A on the range of the position partially vacated. The District shall maintain a hiring pool of individuals interested in being considered for substitute or short-term assignments.

# ARTICLE 3: NON-DISCRIMINATION AND REPRISALS

## SECTION 1: NON-DISCRIMINATION POLICY

The District and the Union agree that they shall not unlawfully discriminate against Classified employees in accordance with AP/BP 3410.

## SECTION 2: PHYSICAL OR MENTAL DISABILITY

The District and the Union agree to adhere to the provisions of Americans with Disability Act of 1990 and the Rehabilitation Act of 1973.

The District has the legal obligation to provide for reasonable accommodations for employees protected by the Act.

Any accommodation may set aside provisions covered by the Collective Bargaining Agreement in order to adhere to the law. The District may consult with the Union as to the accommodation the District is contemplating. The Union may raise issues and address interests related to the effects of the accommodation. Any accommodation provided to an individual protected by the Act shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance process.

## SECTION 3: PROHIBITION OF SEXUAL HARASSMENT AND COMPLAINT PROCEDURE

The procedures for filing and processing complaints of sexual harassment found in Board Policy 3430 are adopted and incorporated into this Agreement by reference.

## SECTION 4: REPRISALS AND UNFAIR LABOR PRACTICES

The District and the Union agree that they shall not unlawfully discriminate against Classified employees because of their participation or lack of participation in Union activities. The District and the Union agree not to take reprisals against Classified employees for lawful exercise of rights guaranteed by Government Code Section 3542, et seq. regarding this Agreement, including but not limited to the grievance procedure, classification review, etc.

Violations by the District or the Union of rights guaranteed by Government Code Section 3542, et seq. (The Educational Employment Relations Act) may be unfair labor practices. Unfair labor practice charges are adjudicated by the State of California, Public Employment Relations Board and should be filed with that Board. Employees who believe an unfair practice has been committed are encouraged to contact the Union. The Union agrees that whenever possible, consistent with filing deadlines, to contact the Chief Human Resources Officer (CHRO) in advance of filing the unfair practice charge and the parties agree to attempt to resolve the issue. If the charge must be filed in advance of the notification, the parties agree to attempt to resolve the issue in advance of a hearing.

## SECTION 5: GRIEVANCE ARTICLE APPLICABILITY

The parties agree that any alleged violations of Section 1, 2, and 3 will not be subject to the Grievance Procedure set forth in Article 14 of this Collective Bargaining Agreement, except when the grievance alleges that the Agreement was applied in a manner that violates one or more of the prohibited discriminatory practices. Allegations of discrimination will be processed through the District's Discrimination Complaint Procedure (https://www.sierracollege.edu/about-us/human-resources/equal-opportunity.php).

Allegations of sexual harassments and any resulting discipline will be processed through the District's policy prohibiting harassment (BP 3430) and the Discrimination Complaint Procedure (AP 343

# ARTICLE 4: UNION RIGHTS

## SECTION 1: UNION REPRESENTATIVES

The District agrees to recognize the following Union Representatives: Leadership Committee, Stewards, Negotiators, Business Manager, Staff Representatives, and Designees.

The District recognizes and agrees to deal with the following Union Representatives in all matters relating to grievances and terms and conditions of employment as set forth in this Agreement: Business Manager, Leadership Committee, Staff Representatives, Stewards, and/or Designee.

The Union will provide the District with a written list of the recognized Union Representatives and shall notify the District of any changes to the list.

The duties and responsibilities of the Union Stewards include but are not limited to:

1. Assist Union Representatives with the administration and enforcement of the Collective Bargaining Agreement;
2. Assist bargaining unit employees with problems, issues, and/or grievances and complaints;
3. Meet with Management and Union Representatives, as needed;
4. Notify Union Representatives and District Management of potential violations of the Collective Bargaining Agreement;
5. Consult with Management as a Union Representative on issues of concern to the Union;
6. Participate in disciplinary meetings, as needed, with support from UPEC staff; and
7. Be a resource for Classified employees, including new member recruitment and orientation, as well as providing guidance and clarification about the Agreement and the Union.

## SECTION 2: RELEASE TIME

The District agrees to provide 1.2 FTE of release time or a total of 2,496 hours of release time, to be used at the discretion of the Leadership Committee. The Union may negotiate additional release time from the District, if needed, in hourly increments for purpose of Union business.

### Negotiations

The District and the Union agree to schedule collaborative negotiations sessions during the school year. The negotiating team for the Union shall be comprised of five (5) Negotiators.

### Union Committee Time

Union Representatives, as noted in Section 1 above, will be released to attend Union Leadership Committee meetings, Steward meetings, District Committees and meetings, including but not limited to Board of Trustees, Strategic Council, and Safety Committee as Union Representatives, as scheduled. Union Representatives, as noted in Section 1 above, will be released to attend committees formed in accordance with the Collective Bargaining Agreement.

### Stewards

Release time can be used by Stewards to process and/or assist with grievances, impasse proceedings, and unfair labor practice charges with appropriate PERB Representatives, and other appropriate Union Steward duties as defined in Section 1 above.

**Release Time Reporting**

All release time as noted above must be reported on the monthly timesheet.

**Release Time Protocols**

Union Representatives attending to Union business, unless defined above, must obtain authorization from their immediate Supervisor when they will be away from their assigned work place. The Leadership Committee, and Stewards, in dealing with grievances of employees, must notify their immediate Supervisor to obtain authorization to be released. Supervisors shall attempt to provide release time to employees as requested by the employee within a reasonable period of time.

See Article 14, Section 6 for correct process.

**Backfilling of Release Time**

The District agrees to establish a budget line item for Supervisors to access to employ substitutes for members of the Leadership Committee and other Union Representatives for an amount up to 1,040 hours per year, as agreed. The Union may purchase additional release time backfill from the District, as agreed, and in hourly increments at the appropriate hourly rate for the purpose of Union business.

## SECTION 3: INFORMATION

The District shall provide each new employee with a digital copy of the Collective Bargaining Agreement. The Agreement will also be posted on *Inside.Sierra* and the District website. The District shall notify the Union of all newly hired Classified employees within a reasonable period of time.

## SECTION 4: UNION ACCESS TO WORK LOCATIONS

Designated Union Representatives shall be permitted access to all campus work sites for the purpose of conducting Union business. The Union Representatives shall comply with all appropriate safety rules and shall give prior notice to the work site Supervisor. Designated Union Representatives shall not interfere with the school programs or duties of employees as determined by the work site Supervisor, or the rights of individual employees.

## SECTION 5: BULLETIN BOARDS, MAILBOXES, AND EMAIL ACCOUNTS

The Union may use District mailboxes, email accounts, and space on bulletin boards located in each building. The use of mailboxes and bulletin board space is subject to the following conditions: a) all postings for bulletin boards or items for school mailboxes shall contain the date of posting or distribution, an expiration date not to exceed ten (10) working days from the date of posting, and the identification of the Union together with a designated authorization by the Leadership Committee; b) a copy of such postings or distributions must be delivered to the Superintendent/President or Designee, at the same time as posting or distribution; and c) the District retains its right to remove material which is derogatory of the District or its personnel. The District shall provide a mailbox for the Union and appropriate email accounts.

## SECTION 6: OFFICE SPACE

The Union shall be entitled to the use of reasonable office space, currently located in Pt-2, for the purpose of conducting Union business and to meet privately with Classified employees. The District recognizes the time and money that the Union has put into the renovation of office space. If it becomes necessary to relocate the Union office, the District and the Union will collaborate to find appropriate office space.

## SECTION 7: USE OF FACILITIES

Subject to the established Facilities Use Procedures, the Union has the right to use free of charge campus rooms for local meetings and workshops, Union business, and discussions. Activities may be conducted by unit members or Union Representatives during established work hours, and on District property, only when: a) an authorized Union Representative obtains advance permission from the Superintendent/President or Designee on District forms prepared for this purpose regarding the specific time, place, and type of activity to be conducted; b) such requested activities and use of facilities shall not interfere with the school programs and/or duties of unit members, and shall not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a Union Representative. To the extent possible, the Union shall attempt to hold such meetings during off-duty time for the employees involved. If duty time is required, the Union shall present justification for holding the meeting at the time requested.

## SECTION 8: COMMUNICATION

The Union shall have the right to use for official business, internal mail, email, and telephone system provided by the District, free of charge. The District will provide two (2) dedicated phone lines to the Union. The District will provide the Leadership Committee, Business Manager, and/or Designee with electronic access to the District's preliminary adopted and final budget. The District will also provide the Leadership Committee, Business Manager, and/or Designee with electronic access to the monthly Board of Trustees agenda.

## SECTION 9: DISTRICT EQUIPMENT AND SUPPLIES

The Union shall be permitted to use copying equipment, audio-visual equipment, and computers provided the Union reimburses the District for its costs of materials, supplies, and personnel time, subject to law. The Union will follow all established policies and procedures for request for use of equipment.

# ARTICLE 5: EMPLOYEE RIGHTS

Employees have the right to expect sound management of the District to help ensure continued employment; safe and healthful working conditions; fair treatment; fair promotion and transfer procedures; appreciation for services rendered; adequate job training and orientation; adherence to the provisions of the Collective Bargaining Agreement; and responsible, humane, and informed supervision.

## SECTION 1: RIGHTS OF EMPLOYEES

The District and Union recognize the rights of employees to form, join, and participate in activities of employee Unions and the equal alternative right of employees to refuse to form, joint, and participate in such activities.

## SECTION 2: RIGHT TO UNION REPRESENTATION AT MEETING

An employee who is required to attend a meeting with the employee's Supervisor or Management, the results of which could reasonably be expected to lead to discipline, has the right to have a Union Representative at the meeting. The employee shall make the request at the beginning of the meeting or at such time during the meeting that it becomes apparent that discipline could ensue. If the employee requests Union representation, the Supervisor shall make a determination as to whether it is required pursuant to this Article. If a Union Representative is required, the District will terminate a meeting temporarily to allow the Union to provide one. The District need not delay the meeting for a particular Representative; it is the Union's responsibility to provide a Representative in a timely manner.

If the purpose of the meeting is simply to correct the conduct of the employee or to offer constructive criticism, and no discipline is immediately contemplated, there is no requirement to permit a Union Representative to be present.

## SECTION 3: ORIENTATION OF NEW MEMBERS

The District agrees to allow Union Representatives to meet with new employees within thirty (30) calendar days of their date of hire for the purpose of discussing the Collective Bargaining Agreement, employee rights, Union benefits, etc. and to discuss normal personnel and pay procedures.

# ARTICLE 6: DUES DEDUCTIONS

## SECTION 1: DUES DEDUCTION

The District agrees to deduct Union dues, upon written notice from the Union, from the salary of a Classified employee who has elected to join the Union and authorized the deduction of Union dues through the submission of their Membership Application to the Union. The District shall pay to the designated payee within thirty (30) calendar days of the requested deduction. Membership dues shall be deducted or cancelled within thirty (30) calendar days of the District's receipt of the appropriate written notice from the Union.

Upon notification of new Classified employees being hired within the bargaining unit, the Union will be responsible for providing them with a membership application to join the Union, as well as any information regarding the services and responsibilities of the Union.

The District and the Union mutually agree to exchange information regarding unit membership and dues deduction on a monthly basis. Any discrepancies shall be reconciled by a conference between a Union and a District Representative.

The Union may utilize the Union dues deduction slot for other purposes such as voluntary insurance payments and miscellaneous deductions. All bargaining unit employees shall be entitled to payroll deductions for Union insurance programs, Union disability coverage, and/or Union benefits. Other deductions must be reviewed and approved by both the Union and the District. The Union will provide the District with a monthly statement of the amount of deductions to be taken for each employee. This statement shall be verified and signed by the appropriate Union Official and submitted to the Business Office monthly before the eighth ($8^{th}$) day of each month. The District shall have no responsibility for reconciling the deductions. All reconciliation procedures are the responsibility of the Union and the District will deduct only those amounts as reflected in the monthly statements. The Union recognizes that the District's responsibility is to process the deductions as set forth by the Union and any errors or omissions are not the responsibility of the District. The Union will indemnify and hold the District harmless from any and all claims, demands, or lawsuits arising from these dues and organizational security provisions.

## SECTION 2: CLASSIFIED EMPLOYEE'S SCHOLARSHIP FUND (CESF)

Prior to June 27, 2018, Classified employees who took advantage of the dues or Agency Fee Exemption were allowed to have that amount deducted from their salary and remitted to the Classified Employee's Scholarship Fund (CESF). Since Union membership is now optional, as of June 27, 2018, the exemption and remittance to the CESF is no longer in practice. The CESF will continue to operate until all funds are depleted.

## ARTICLE 7: DISTRICT RIGHTS

The Union will indemnify and hold the District harmless from any and all claims, demands, or lawsuits arising from these organizational security provisions

The District has the right to expect employees to be on time; attend work regularly; learn and perform the duties of the position within an assigned schedule; be physically and mentally prepared to perform the tasks of the position; accept direction; accept change; adhere to the provisions of the Collective Bargaining Agreement; and follow policies, rules and regulations.

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the business of the District to the full extent of the law unless limited by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

In cases of emergency, however, the District may take reasonable action that might otherwise amend this Agreement for the duration of the emergency. Before taking such action, the District must make every reasonable effort to consult with the Union concerning what appropriate action should be taken.

An emergency shall be defined as an unforeseen set of circumstances that would constitute imminent danger to personnel and property such as fire, flood, and other acts of God.

# ARTICLE 8: SALARIES AND STIPENDS

Regular hours are all hours worked exclusive of overtime.

## SECTION 1: RATE OF PAY

Please see Appendix A for the current Classified Regular Pay Rates. Regular pay rates are used for the calculation of additional compensation and do not include any applicable longevity for which the employee may be entitled. For purposes of retirement calculations, **Base Pay** is defined as Regular Pay Rate plus Applicable Employee Longevity. Please refer to Article 8, Section 5 for applicable longevity amounts.

## SECTION 2: LIUNA PENSION FUND

Effective June 9, 2020, the Classified Unit no longer participates in the LiUNA National (Industrial) Pension Fund.

## SECTION 3: ANNIVERSARY DATE OF INITIAL HIRE DATE AND MOVEMENT ON THE CLASSIFIED HOURLY SCHEDULE

Classified employees appointed, promoted, or reappointed on or between the first and the fifteenth day of the month shall have the first day of the same month as their anniversary date. Employees appointed, promoted, or reappointed on or between the sixteenth and the last day of the month shall have the first day of the following month immediately following as their anniversary date. The anniversary date establishes when a Classified employee moves within their range on the Classified Hourly Salary Schedule and Job Classification Listing (see Appendix A).

## SECTION 4: PAYROLL DISTRIBUTION

Classified employees employed for 2,080 hours in a work year shall have their salary paid over twelve (12) equal installments. An employee hired after January 1, 2007 and employed for less than 2,080 hours in a work year, may not elect to have their salary paid over twelve (12) equal installments. An employee shall be paid once per month payable on or before the last working day of the month. The District shall have the right to reconcile payroll, as necessary. The calculation for final pay compensation will be to compare the amount of compensation received in equal installments beginning July 1 of the final year to the amount of compensation due for the actual hours worked during the same period of time. The difference will result in the final compensation due to or owed by the employee.

In the event the last work day of the month falls on a Saturday or a holiday immediately preceding the Saturday, the monthly payroll shall be distributed on the working day immediately before such Saturday or holiday. In the event the last working day of the month falls on a Sunday or a holiday immediately following the Sunday, the monthly payroll shall be distributed on the work day immediately following such Sunday or holiday.

## SECTION 5: LONGEVITY

Classified employees hired prior to July 1, 2012 will be granted longevity pay as a regular employee on the following basis:

- At the beginning of the 10th year of service with the District – 5% compensation will be added to their regular pay.
- At the beginning of the 15th year of service with the District – 11.3% compensation will be added to their regular pay.
- At the beginning of the 20th year of service with the District – 19.09% compensation will be added to their regular pay.
- At the beginning of the 25th year of service with the District – 28.62% compensation will be added to their regular pay.

Classified employees hired July 1, 2012 and after will be granted longevity pay as a regular employee on the following basis:

- At the beginning of the 10th year of service with the District – 4% compensation will be added to their regular pay.
- At the beginning of the 15th year of service with the District – 8% compensation will be added to their regular pay.
- At the beginning of the 20th year of service with the District – 12% compensation will be added to their regular pay.
- At the beginning of the 25th year of service with the District – 16% compensation will be added to their regular pay.

## SECTION 6: MILEAGE

Classified employees required to use their private vehicle on District business shall be reimbursed pursuant to District policy (see SJCCD Travel and Expense Reimbursement Handbook, the Standardized Mileage Chart Campus to Campus, and/or BP/AP 7400). When a Classified employee is assigned to a location other than the primary work site, the employee will be paid at the standard District reimbursement rate for those miles in excess of the mileage normally incurred in commuting to the primary work site when utilizing their private vehicles.

## SECTION 7: TRAVEL TIME

**Travel to Alternate Work Sites**

When a Classified employee is assigned to work at a location other than the primary work site, the employee will be entitled to utilize the time in excess of that normally incurred in the commute to the primary work site as work time. Travel time will be recorded in 15-minute increments.

**Travel Between Work Sites**

When a Classified employee is required to work at more than one site during a work day, the time spent in travel between locations shall be work time. Travel time will be recorded in 15-minute increments.

## SECTION 8: MEALS

Classified employees who, as a result of the work assignment, must have meals away from the District shall be reimbursed pursuant to District policy. (see SJCCD Travel and Expense Reimbursement Handbook and/or BP/AP 7400)

## SECTION 9: LODGING

Classified employees who, as a result of the work assignment, must have lodging away from the District, shall be reimbursed pursuant to District policy. (see SJCCD Travel and Expense Reimbursement Handbook and/or BP/AP 7400)

## SECTION 10: UNFUNDED LIABILITY (PRE-1994)

A. Effective July 1, 1990, through June 30, 1994, the District will deduct one percent (1%) from each Classified employee's annual salary to be placed in a restricted fund, known as the Sierra Joint Community College District Futuris Public Trust or Post-Retirement Medical Fund (PRMF), for medical benefits for retirees. The District shall match this contribution of 1% of the employee's annual salary.

B. A governing board will be established per Trust Bylaws to oversee the restricted fund, and make recommendations regarding contributions, investments, and disbursements. The PRMF Board shall establish procedures for administering the PRMF fund and shall develop an annual report for all employees regarding the fund. The PRMF Board shall meet with the District on a regular basis and evaluate the unfunded liability of the retiree medical benefit, investments, and interests on the contributions and to determine when the fund is solvent, or determine when to start or stop contributions to the fund. Decisions regarding the fund shall be recorded and reported per the Trust Bylaws.

C. The District and the Union are responsible for analyzing alternative benefit structures and recommend implementation of new and/or revised benefit plans; to review payroll processes to assure adherence to the Collective Bargaining Agreement and to recommend benefits changes, as needed.

D. Classified employees who do not elect to retire or who are not eligible for retirement at date of resignation will have their contributions bought out, for the equivalent value of their contributions, upon submitting a written request to the District. Employer contributions for those employees shall remain in the fund.

E. In the event the District, in its negotiations with SCFA, agrees to a formula for the unfunded liability that is different than the Agreement with the Union, the District will renegotiate this provision with UPEC.

F. Any Classified employee who opts out of the current District medical plans shall be required to make the employee contribution into the PRMF.

G. If the fund is discontinued for any reason, the Classified employee shall be paid the amount of the employee contributions paid into the fund up to the time of termination. The PRMF Board shall determine the procedures and any other related questions regarding the fund at that time.

H. For retirement benefit plan coverage, refer to Article 9: Health and Welfare Benefits.

**Process for Refunding of Employee PRMF Contributions**

Classified employees who have had payroll deductions for the post-retirement medical benefit and who are permanently separated for reasons other than retirement from the employment of the District will automatically receive a buyout (noted above) unless otherwise directed by the separating employee.

**Refund of Employee PRMF Contributions**

Classified employees who have had payroll deductions for the post-retirement medical benefit and who are permanently separated for reasons other than retirement from the employment of the District will receive a buyout of all of their contributions plus interest through the preceding June 30th. Employees may elect to receive their buyout on June 30th of the separated fiscal year and will receive interest through that date.

**Interest Earnings on PRMF Contributions**

The interest, which will be applied to the Classified employee's contribution on June 30th of each year, is established by the PRMF Board. The interest rate paid will be annually calculated at four percent (4%) simple interest for the individual's actual contribution as averaged for the fiscal year with all funds invested in the PRMF held in the Placer County Treasury.

## SECTION 11: BILINGUAL ADDITIONAL PAY

The District and the Union agree to increase by five percent (5%) the regular pay of a Classified employee who has been assigned the duty of providing a bilingual/signing service to the District. Bilingual duties are assignable by the District and can be removed at any time.

In the event a Classified employee is assigned the duty of providing a bilingual service to the District for a specific determined time period on an intermittent basis, the employee will be paid an additional five percent (5%) on the regular rate. The pay increase shall be paid for the hours for which this assignment was made.

## SECTION 12: EVENING/SATURDAY COORDINATING DUTIES ADDITIONAL PAY

The District and the Union agree to increase by 15% the regular pay of a Classified employee for hours after 5 p.m. on Monday through Friday and any hours assigned on Saturday who has been assigned the duty of providing Evening and/or Saturday Coordinator duties for the District.

In the event the Evening Coordinator is unable to perform the duties, the Saturday Coordinator charged with coordinating the Saturday duties will assume the coordinating duties for the evening. Employees assigned Evening/Saturday Coordinating duties are already assigned to the evening shift or Saturday shift and are receiving additional pay regardless of whether the coordinating duties need to be accomplished. In the event the District decides not to assign the Evening/Saturday duties or the back-up person is not available to assume the evening coordinating duties, the responsibility of evening and/or Saturday duties default to Administration.

Evening coordinating duties are assignable to the Rocklin Campus and the Nevada County Campus. Saturday coordinating duties are assignable to the Rocklin Campus.

The duties for evening and/or Saturday coordination shall consist of the following:

- Provide coordination as required to respond to administrative issues/problems that arise during evening hours.
- Provide prompt notification to appropriate operational units in the event of a campus emergency.
- Provide notification/reports to appropriate department personnel concerning administrative issues/problems that arise during evening hours.
- Report all safety or health-related issues noted during evening hours and forward to the appropriate operational unit(s).
- Receive complaints regarding site and/or District programs and services taking action to diffuse or refer to appropriate Administrator.
- Provide faculty support for evening hours when division offices are not open.

## SECTION 1: ELIGIBILITY AND BENEFIT OFFERINGS

### Employee Eligibility

For purposes of this Article, a Classified employee who works 1) 2,080 hours per year or 2) the equivalent of 10-months per year and 40 hours per week (totaling at least 1,736 hours per year) shall be considered a full-time employee and eligible for Health and Welfare Benefits.

Effective January 1, 2010, part-time Classified employees working Board of Trustee assigned annual hours of at least 1,040 hours to 1,735 hours will receive seventy-five percent (75%) of the District health benefits contribution of a full-time employee. For example, a part-time Classified employee working 1,040 annual hours would receive seventy-five percent (75%) of the District health benefits contribution of a full-time employee.

Classified employees who work less than 1,040 hours per year are ineligible for Health and Welfare Benefits.

### Waiving Medical Coverage

Classified employees employed for more than 1,040 hours (fifty percent [50%]) and less than 1,872 hours (ninety percent [90%]) per school year have the option to waive the requirement to select medical coverage by completing a benefits waiver form.

Classified Employees employed for more than 1,872 hours (ninety percent [90%]) may be eligible to decline benefits. If they decline, they must decline all Self-Insured Schools of California (SISC) benefits offered by the District and must complete a Declination of Coverage Form, unless the active employee is taking the Waiver of Anchor Bronze Enrollment (WABE) option (contingent upon the rules of the current benefit provider). Employees who select this option are not enrolled in a medical/prescription plan.

### Dependent Eligibility

Benefit-eligible Classified employees may enroll eligible dependents in the District's health plans as described below.

### Domestic Partner Eligibility

Benefit-eligible Classified employees may enroll eligible domestic partners in the District's medical, dental and vision plans as described below. For purposes of this Article, domestic partners shall be defined in accordance with California Law.

### Benefit Offerings

The Union shall participate in the development and maintenance of Health and Welfare Benefit offerings for eligible Classified employees.

The term Health and Welfare Benefits incorporates medical, dental, vision, life, and income protection (short- and long-term disability) insurance. Medical, dental, and vision plans shall be offered to benefit-eligible Classified employees and their dependents. An employee may elect to enroll in a dental and/or vision plan.

Sierra College does not currently utilize State Disability Insurance (SDI) but does utilize a third-party vendor for Short- and Long-Term Disability Insurance (contact HR for more information).

Income protection shall be provided for regular Classified employees who work more than 1,040 hours per year. Income protection coverage shall provide for a maximum benefit of sixty-six and two-thirds (66 2/3rd)

percent of the first $10,000 of gross monthly salary. The income protection plan will provide for a sixty (60) working day elimination period and will be fully coordinated with existing benefits.

Life insurance shall be provided for regular Classified employees who work more than 1,040 hours per year. Life insurance coverage shall provide for a $40,000 life insurance and a $40,000 accidental death and dismemberment provision.

**Benefits Contribution**

Effective October 1, 2026, the District base contribution for health and welfare benefits shall remain fixed at a minimum of $1,415 per eligible Classified employee, per month and this contribution shall be pooled and allocated in a manner determined by negotiations. However, substantive changes may be brought to the UPEC Leadership Committee and/or the UPEC membership by the UPEC representatives. The employee's share of the health and welfare premiums as established by negotiations shall be paid for by the employee through payroll deduction.

**Enrollment**

Upon initial employment, benefit-eligible Classified employees must enroll in the District's health and welfare plans within thirty (30) calendar days of date of employment. An employee who fails to enroll during the first thirty (30) calendar days will be placed in the least expensive medical plan available.

**Commencement and Termination Dates of Coverage**

New Classified employees shall be eligible for benefits the first of the month following their initial date of employment. Employees terminating will have their benefits end first of the month following the date of separation.

**Involuntary Reductions**

If a Classified employee is involuntarily transferred, or has their hours reduced as a result of District initiated actions, they shall have their health benefits maintained subject to the Employee Eligibility section of this Article.

**Voluntary Reductions**

With District approval, Classified employees may reduce their hours voluntarily down to 1,736 hours without affecting their fulltime benefit eligibility. An employee who voluntarily requests to reduce their hours below 1,736 shall have their benefit eligibility assessed in accordance with the Employee Eligibility section and shall be responsible for any pro-rated benefit costs.

## SECTION 2: CONTINUANCE OF MEDICAL INSURANCE

Classified employees on a Medical Leave of Absence who are eligible and applying for disability retirement or for whom the District is applying for disability retirement shall utilize all paid leaves first. Upon exhaustion of paid leaves, the employee shall be considered on a leave of absence without pay.

Application for disability retirement normally takes up to one (1) year. The District will continue the medical premiums for up to two (2) years commencing with the first day of absence due to a work-related injury or illness while the retirement system is evaluating the request for disability retirement. For Classified employees who are not eligible for disability retirement, the District will continue the medical premiums for employees injured on the job for up to two (2) years. Additional benefits may be provided in accordance with the Industrial Accident and Illness Leave for Classified employees as per Education Code Sections 88192 and 88196.

Since a Classified employee may be receiving disability income protection, such premiums are waived by the disability policy, including life insurance. Upon completion of two (2) years and in the event a determination has not been made by the retirement system, the employee is allowed to purchase the medical, dental, and vision benefits subject to the provisions outlined in this Agreement. Employees who are not eligible for disability retirement and are disabled due to a non-work related injury will be placed on a leave of absence without pay upon the exhaustion of all paid leaves. Such employees are allowed to purchase the medical, dental, and vision benefits subject to the provisions as outlined in this Agreement.

## SECTION 3: CONTINUANCE OF MEDICAL BENEFIT FOR EMPLOYEES ON LAY-OFF AND LEAVE OF ABSENCE WITHOUT PAY

A. Classified employees who have ten (10) years of service or more with the District and whose employment status with the District has been changed from active to inactive status due to lay-off shall have their medical benefits for themselves and their dependent(s) continued and paid for by the District for three (3) months after the date of termination, unless the employee is covered elsewhere, and they may purchase the remainder of that year in the same manner as set forth in B) and C) below. This benefit is available only if such is permissible under contracts in force with carriers at the time.

B. Classified employees who have less than ten (10) years of service with the District and whose employment status with the District has been changed from active to inactive status due to lay-off may be eligible for benefit coverage through COBRA. The employee should contact Human Resources for further information.

C. Classified employees who elect a leave of absence without pay for up to one (1) year may be eligible for benefit coverage through COBRA. The employee should contact Human Resources for further information.

Under Section 3: A), B), or C) above, it shall be the Classified employee's responsibility to find out when the first payment is due. Once a payment is missed, the employee may not be reinstated in the plan until their re-employment or return from an approved leave of absence without pay.

**Retiree Medical Insurance Provisions**

Classified employees eligible for medical benefits subject to Section 4, 5, 6, and 7 who have obtained the age of fifty-five (55) eligibility for PERS ordinary retirement and subsequently die prior to retirement will have the medical insurance implemented as though the Classified member retired under PERS or STRS from the District.

## SECTION 4: POST JULY 1, 1994 COVERAGE MEDICAL INSURANCE FOR RETIRED CLASSIFIED EMPLOYEES HIRED AFTER JULY 1, 1994

Effective July 1, 1994, Classified employees hired after this date may purchase medical insurance subject to carrier approval. The District's obligation to pay the cost of medical insurance for employees hired after July 1, 1994 is discontinued. Unfunded Liability shall not apply to employees hired after July 1, 1994.

**Community College Employee Benefits Trust (CCEBT)**
**for Permanent Employees Hired On or After July 1, 1994**

This section shall apply only to those permanent Classified employees who were hired on or after July 1, 1994. Such employees shall be eligible to participate in the CCEBT as of July 1, 2004. This section does not apply to any employees eligible for retiree medical benefits under any other provision of this Agreement.

Beginning July 1, 2004, the District will deduct pre-tax one percent (1%) from each participating employee's salary (the "Employee Contribution") and transfer the funds to the CCEBT. The District will match this one percent (1%) of the employee's salary with a non-taxable contribution (the "Employer Contribution") transferred to the CCEBT

in the same transfer as the payroll deduction. All eligible employees are required to participate, i.e., no eligible employee shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash. Since the one percent (1%) employee contribution is from the employee's salary, the District shall report such amount as salary for the purpose of calculating retirement benefits.

Beginning January 1, 2021, the District will implement an annual cap on total contributions on behalf of an eligible employee (i.e., Employee Contributions plus Employer Contributions). The total contributions on behalf of an eligible employee shall not exceed two percent (2%) of that calendar year's Eligible Salary, which is defined as the employee salary that is at the seventy-fifth (75th) percentile for January payroll. When total contributions on behalf of an eligible employee reach the annual cap, the College will transfer no more Employee Contributions or Employer Contributions for the remainder of that calendar year. Both Employee Contributions and Employer Contributions will resume on January 1 each year.

## SECTION 5: POST JULY 1, 1986 COVERAGE MEDICAL INSURANCE FOR RETIRED CLASSIFIED EMPLOYEES HIRED AFTER JULY 1, 1986

If permissible under contract in force with carriers at the time, the District will pay the full cost of medical insurance as set forth herein for an ordinary or disability-retired Classified employee and their dependents upon completion of fifteen (15) years of paid service with the District. Medical insurance coverage shall continue in force until such time as the member is eligible for benefits under Part A and Part B of Medicare or any other governmental program. The employee shall notify the District of other private and/or government coverage available to them at a level and cost similar to that offered hereunder, and the District, will coordinate medical District coverage with such benefits, particularly Medicare or other government benefits. Upon notice of the death of a retired employee of the District, the District will continue medical insurance for three (3) months for the dependents after the death of the retired employee, if such continuance is permissible under the contract with the carriers at the time. This section shall apply to all employees and their dependents who retire pursuant hereto.

## SECTION 6: POST-DECEMBER 10, 1985 COVERAGE MEDICAL INSURANCE FOR RETIRED CLASSIFIED EMPLOYEES HIRED AFTER DECEMBER 10, 1985

If permissible under contract in force with carriers at the time, the District will pay the full cost of medical insurance as set forth herein for an ordinary or disability-retired Classified employee and their dependent(s) upon completion of five (5) years of service with the District. Medical insurance coverage shall continue in force until such time as the member is eligible for benefits under Part A and Part B of Medicare or any other governmental program. The employee shall notify the District of other private and/or government coverage available to them at a level and cost similar to that offered hereunder, and the District will coordinate District medical coverage with such benefits, particularly Medicare or other government benefits. Upon notice of the death of a retired employee to the District, the District will continue medical insurance for three (3) months for the dependent(s) after the death of the retired employee, if such continuance is permissible under the contract with the carrier at the time.

## SECTION 7: PRE-DECEMBER 10, 1985 COVERAGE MEDICAL INSURANCE FOR RETIRED CLASSIFIED EMPLOYEES HIRED BEFORE DECEMBER 10, 1985

The District will pay the full cost of medical insurance for all ordinary and disability retired Classified employees, their spouses, and their dependent children.

If a retired Classified employee should die, their surviving spouse and dependent children will continue to be covered by the District until such time as they remarry. Medical insurance will be coordinated with Medi-Cal and Medicare at age 65.

# ARTICLE 10: HOURS AND OVERTIME

For purposes of this Article, a fiscal year is the period from July 1st through June 30th of each year.

For purposes of this Article, an appropriate Supervisor is the first-line managerial or supervisory employee having the most immediate jurisdiction over the Classified employee.

## SECTION 1: CONVERSION SCHEDULE

For purposes of this section, one (1) month equals 21.66 days, which includes holidays and vacation.

## SECTION 2: HOURS WORKED

Regular hours are all hours worked exclusive of overtime.

For the purpose of computing the number of hours worked under this Article, time during which a Classified employee is excused from work because of holidays, sick leave, compensatory time off, or other paid leave of absence will be considered as time worked by the employee.

## SECTION 3: WORK SCHEDULE

The work day or work week shall be fixed by the Classified employee's immediate Supervisor. For purposes of overtime, the official work week for calculating overtime shall commence at 12:01 A.M. Monday. The employee will be given five (5) working days of advanced notice of any change in the work day or work week. The immediate Supervisor shall meet with the affected employee(s), and a Union Representative, if requested by the employee, to discuss such change. In case of an emergency, as defined in Section 18: Health and Safety herein, a change in a work schedule will not require five (5) working days advance notice.

**Adjustment in Assigned Time for Part-Time Classified Employees**

A part-time Classified employee who works a minimum of thirty (30) minutes or more per day in excess of their regular assignment, for which the employee was hired, for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward by one (1) hour effective with the next pay period.

## SECTION 4: WORK YEAR

The length of the work year for a full-time Classified employee is twelve (12) months per year for a total of 2,080 hours. For questions regarding the length of the work year for a less than full-time employee, please contact Human Resources.

In the event the work year for a full-time Classified employee contains 2,088 or 2,096 hours in any school year, the additional eight (8) hours or sixteen (16) hours shall be applied as a non-work day under the provision of Article 11, Section 1 of this Agreement.

## SECTION 5: WORK WEEK

The standard work week for a Classified employee shall consist of five (5) consecutive eight (8) hour days in a seven (7) day period.

During a week with a holiday, a Classified employee working an alternative work week schedule will only receive eight (8) hours of holiday pay and will need to adjust their schedule/hours accordingly. The employee may use compensation time, vacation time, and/or their UPEC Floater to make up the difference.

## SECTION 6: ALTERNATIVE WORK WEEK SCHEDULES

At the request of the Classified employee, alternative work week schedules are available (i.e., four (4) ten (10) hour days, the 9/80 schedule which is eight (8) nine (9) hour days and one (1) eight (8) hour day with every other Friday or Monday off) and other variations with prior approval from the immediate Supervisor and Human Resources.

## SECTION 7: FLEX TIME SCHEDULE REQUEST

The District agrees to give serious consideration of any and all requests for a flex time schedule by department or work area, provided the new work schedule and work coverage can be maintained, subject to approval of the appropriate Supervisor and Human Resources. A flex time schedule is considered a daily or weekly adjustment. It is not an alternative work week schedule.

Any requests that are held up, shall be processed by Human Resources no later than sixty (60) calendar days after written submittal to the Supervisor for the appropriate work area.

A Classified employee who has an opportunity to provide a specialized service (i.e. provide professional development training/facilitation) to the District, or those who are attending classes, the hours of which conflict with their assignment, may request a flexible work schedule, subject to the approval of the appropriate Supervisor and Human Resources. A flexible schedule will relieve the District of any obligation it would otherwise have had under the provisions of the Collective Bargaining Agreement in providing shift differential, split shift differential, overtime, and the like.

## SECTION 8: WORK DAY

The standard length of the work day for a full-time Classified employee shall be eight (8) hours, unless working an alternative work schedule as mentioned above in Section 6. The length of the work day for a part-time employee shall be designated by the District for each employee.

## SECTION 9: LUNCH PERIOD

A Classified employee shall be entitled to an unpaid lunch period of thirty (30) minutes or one (1) hour as established by meeting the operational needs of the department. The appropriate Supervisor can approve an individual's request of thirty (30) minutes or one (1) hour unpaid lunch periods subject to operational needs. The lunch period for an employee shall be scheduled no later than the completion of the fifth ($5^{th}$) hour of work. If the employee's work day does not exceed six (6) hours, the meal period may be waived by mutual consent of the employee and the employer.

A paid thirty (30) minute lunch period can be approved if it meets the following criteria:

1. The non-availability of other Classified employees with the same classification during the same work hours.
2. Duties which are of such a nature requiring immediate response time utilizing the individual's specialized skills and expertise.
3. The job duties involve a response to immediate emergency type of activities that endangers the life and welfare of students, staff, and the general public.

## SECTION 10: REST PERIODS

A full-time or part-time Classified employee shall be granted a fifteen (15) minute paid rest period for each four (4) hours of work in a work day, which shall be taken approximately midway in the four (4) hour work period.

## SECTION 11: HOLIDAY PAY

In addition to the holiday pay, all hours worked on holidays designated by this Agreement shall be compensated at the rate of two times (2x) the regular rate of pay.

## SECTION 12: SHIFT DIFFERENTIAL

A Classified employee working swing shift for the District shall be given a five percent (5%) shift differential above their regular pay for all hours worked in such shift.

Swing shift hours are considered to be from 4:00 p.m. to 12:00 a.m. (midnight).

A Classified employee working grave shift for the District shall be given a ten percent (10%) shift differential above their regular pay for all hours worked in such shift.

Grave shift hours are considered to be from 12:00 a.m. (midnight) to 8:00 a.m. In order to qualify for shift differential, employees must work four (4) hours or more in either swing or grave shift.

Examples of shifts that do and do not qualify for shift differential:

- 8:00 a.m. to 5:00 p.m. - This day shift does not qualify.
- 10:00 a.m. to 7:00 p.m. - This day shift does not qualify.
- 11:00 a.m. to 8:00 p.m. - This shift qualifies because 4 hours of the shift are worked after 4:00 pm in the swing shift. All 8 hours worked will be compensated at 5% above regular rate of pay.
- 12:00 to 11:00 p.m. - This shift qualifies because at least 4 hours of the shift are in the swing shift. All 10 hours will be compensated at 5% above regular rate of pay.
- 4:00 p.m. to 12:30 or 1:00 a.m. - This shift qualifies because it is the standard swing shift. All 8 hours will be compensated at 5% above regular rate of pay.
- 8:00 p.m. to 4:30 a.m. - This shift qualifies because it is half swing and because at least 4 hours of the shift are in the grave shift. All hours will be compensated at 10% above regular rate of pay.
- 10:00 p.m. to 6:30 a.m. - This shift qualifies because at least 4 hours of the shift are in the grave shift. All 8 hours will be compensated at 10% above regular rate of pay.
- 8:00 p.m. to 6:30 a.m. - This shift qualifies because at least 4 hours of the shift are in the grave shift. All 10 hours will be compensated at 10% above regular rate of pay.

## SECTION 13: SPLIT SHIFT DIFFERENTIAL

A Classified employee whose shift contains one or more periods of unpaid time whose total exceeds one (1) hour, excluding the lunch period, shall be paid a shift differential of five percent (5%) above their regular pay for all hours worked in such shift.

## SECTION 14: SCHEDULED OVERTIME

All scheduled overtime must be approved in advance, in writing, whenever possible, by the appropriate Supervisor.

A full-time or part-time Classified employee who works in excess of eight (8) hours in any one day, whether such hours are prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time, shall be compensated at the rate of time and one-half (1½) of the employee's regular rate of pay.

A full-time or part-time Classified employee who works in excess of twelve (12) consecutive hours in any 24-hour period, whether such hours are prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time, shall be compensated at the rate of two times (2x) the employee's regular rate of pay for the hours in excess of twelve (12).

A full-time or part-time Classified employee who works in excess of forty (40) hours in any one work week shall be compensated at the rate of time and one-half (1½) the employee's regular rate of pay.

A full-time or part-time Classified employee who works on the sixth (6th) consecutive day shall be compensated at the rate of time and one-half (1½) the employee's regular rate of pay up to eight (8) hours.

Overtime/compensation time will be paid/earned for time assigned, earned, and worked in excess of their individual schedule.

All hours worked on the seventh (7th) consecutive day up to eight (8) hours shall be compensated at the rate of two times (2x) the employee's regular rate of pay.

All hours worked on the sixth (6th) or seventh (7th) day in excess of eight (8) hours shall be compensated at the rate of two times (2x) the Classified employee's regular rate of pay.

1. For purposes of overtime calculation, a Classified employee who works four (4) days per week, ten (10) hours per day shall have their overtime calculated as follows:
    a. All hours worked over forty (40) in the scheduled four (4) day period shall be paid at the rate of time and one-half (1½) the Classified employee's regular rate of pay.
    b. All hours worked on the fifth (5th) consecutive day shall be compensated for at time and one-half (1½) the Classified employee's regular rate of pay.
    c. All hours worked on the sixth (6th) and seventh (7th) consecutive day shall be compensated for as outlined above.
    d. All hours worked in excess of fourteen (14) consecutive hours in any twenty-four (24) hour period, whether such hours are prior to the commencement of a regular assignment starting time or subsequent to the assigned quitting time, shall be compensated at the rate of two times (2x) the Classified employee's regular rate of pay for the hours in excess of fourteen (14).

For purposes of overtime calculation, a Classified employee who works the 9/80 work week, eight (8) nine (9) hour days and one (1) eight (8) hour day and one weekday off, shall have their overtime calculated as follows:

1. All hours worked in excess of nine (9) hours and/or eight (8) hours on the shortened day shall be paid at the rate of time and one-half of the Classified employee's regular rate of pay.
2. All hours worked on the scheduled day off shall be compensated at time and one-half the Classified employee's regular rate of pay.
3. All hours worked on the sixth (6th) and seventh (7th) day shall be compensated as described in Section 7: Scheduled Overtime.
4. All hours worked in excess of twelve (12) consecutive hours shall be compensated at the rate of two times (2x) the Classified employee's regular rate of pay for the hours in excess of twelve (12).

**Overtime Distribution**

All scheduled overtime shall be rotated among Classified employees within a classification within a department within a shift by seniority and may be based on current job duties. Seniority for purposes of

this section shall be determined by date of hire. Employees newly entering a classification, shift, or department shall be placed on the bottom of the list. Refusal of scheduled overtime shall cause an employee to be placed on the bottom of the list.

In accordance with Article 3, Section 2, the District will make every reasonable effort to accommodate a Classified employee who suffers a disability condition, including providing alternate work. Employees who are placed on "restricted" or "light duty" by their personal physician or by the District's physician for any reason, and are not able to resume the duties of their regular position, are thereby excluded from the assignment of overtime.

**Right of Refusal for Scheduled Overtime**

Immediately upon becoming aware that certain scheduled overtime work is required, the appropriate Supervisor shall so notify the affected employee(s). Such notification shall be no later than two (2) hours prior to the end of the employee's shift, if possible. An employee may refuse overtime unless the appropriate Supervisor deems the situation an emergency.

## SECTION 15: COMPENSATORY TIME-OFF

The District is not permitted to offer Compensatory Time Off (CTO) in lieu of paying overtime. The Classified employee may request CTO in lieu of overtime pay with the appropriate Supervisor's approval and it will be in writing whenever possible. All overtime pay, whether in cash or in compensatory time-off, must be reported on the monthly time sheet. Compensatory time-off must be used by June 30th of the same fiscal year or be paid off in cash by August 31st of the following school year.

## SECTION 16: EMERGENCY OVERTIME, CALL-IN, OR CALL-BACK

For purposes of this Article, an emergency shall involve the eminent loss of or danger to District property, the safety of students or employees that requires immediate attention.

**Minimum Call-In Time**

Classified employees called in to work at a time when the employee is not scheduled to work shall receive a minimum of two (2) hours of pay at the rate of time and one-half (1½) the employee's regular rate of pay. Call-in time shall be reported on the monthly time sheet.

**Call-Back Time**

Classified employees called back prior to the commencement of their regular shift without a break shall be compensated for the time worked up to the time of their regular shift at the overtime rate. When a break occurs between the end of call-back time and the start of the shift, the employee shall be paid for a minimum of two (2) hours at the rate of time and one-half (1½) the employee's regular rate of pay. Call-back time shall be reported on the monthly time sheet.

**Right of Refusal for Call-In or Call-Back**

An employee may refuse a call-in or call back unless the appropriate Supervisor deems the situation an emergency as set forth above.

## SECTION 17: STAND-BY STATUS

Regular Classified employees may be directed by the District to modify personal plans to be available and prepared in the event services may be required at times other than the employee's regular scheduled work hours. The following structural guidelines will be followed for employees required to stand-by and are intended to provide procedural consistency among the identified departments. Each participating unit will develop a set of written protocols identifying the procedures, contact lists, etc. required for stand-by employees.

### Stand-By Classifications

The District agrees to implement this program for the following organizational units, including the list of positions, which is subject to revision and augmentation by the District upon consultation with the Union. The organizational units and positions are as follows:

**District ITS Services**

- Database Systems Administrator
- Network Support Specialist
- Senior Software Programmer
- Systems Administrator
- Unified Communications Systems Specialist
- Web Content Specialist

**Rocklin Campus Maintenance/Operations**

- Facilities Maintenance Technician
- Energy Maintenance Specialist

**NCC Facilities and Operations**

- Facilities Maintenance Energy Specialist
- Facilities Maintenance Specialist
- Grounds Maintenance Technician
- Custodian

**Transportation**

- Vehicle and Equipment Technician
- Facilities Operations Assistant

### Utilization of Stand-By

The District retains the right to invoke Stand-by status and include other positions as needed. For example, Transportation Stand-by will not be utilized during regular inter-session or non-instructional periods when academic and athletic travel is minimal. The Stand-by periods are as follows:

- The day before a holiday 5 P.M. until 8 A.M. the next day
- Saturday or Sunday (24-hour periods)
- Holiday/Closure day/Non-work day (24-hours) as described in Article 11, Section 1

Monday through Thursday, except Holidays, are not applicable. These time periods will be staffed by Management unless exceptions are made by mutual agreement between the Union and the District. A single employee will be assigned a "weekend" – Friday, Saturday, Sunday, day before a holiday, and holiday, if included.

Classified employees may substitute or "exchange" assignments with each other by utilizing the departments established rotating contact list and must notify the Supervisor in writing of any actions. If unforeseen circumstances occur beyond the employee's control (e.g., death of immediate family members, accidents that would impede performance of duty, etc.), and an employee cannot complete the Stand-by assignment as stipulated, they are to notify their Supervisor immediately and specify circumstances. If an employee is absent the day their Standby Shift takes effect, and if there has been no prior arrangement with their Supervisor, the employee's Standby Shift will be reassigned in accordance with the established rotational contact list.

**Exceptions to Rotation Scheduling**

Any Classified employee may request to be excused from participating in the rotation schedule based upon hardship. The request is submitted to the Chief Human Resources Officer (CHRO) who will, in consultation with the Union, provide due consideration and a written response to the employee.

**Notification of Designated Employees**

Exception in emergency situations, the Supervisor is responsible for developing a long-term rotation schedule for each designated organizational unit. The intent is to provide Classified employees with predictable schedules of duty.

**Notification Forms and Timesheets**

The District will develop appropriate Stand-by Assignment and Payroll sheets.

**Compensation**

- Any Day (5pm-8 am): $ 50.00
- Saturday (24 hours): $100.00
- Sunday (24 hours): $100.00
- Day before a Holiday: (Mon.-Thurs. 5 pm to 8 am) $ 50.00
- Holiday/Closure/Non-work day: $130.00

## SECTION 18: EDUCATIONAL RELEASE TIME

Classified employees will be released for up to ninety (90) minutes per week in order to attend and participate in a Sierra College credit or funded non-credit class and may request a flexible work schedule (see Section 7 above).

In order to receive the release time, the Classified employee must get prior approval from the area Supervisor and must officially enroll in the class. Department needs will be considered and the area Supervisor will notify the employee of the decision.

The Classified employee will provide a copy of the class schedule printout signed by the area Supervisor to Human Resources.

For District Educational Training, see Article 25, Section 2.

## SECTION 19: JOB SHARING REQUEST

The District agrees to consider job sharing applications on a case-by-case basis provided each Classified employee works at least twenty (20) hours per week and agrees to pay the pro-rated benefits for the job sharing including health and welfare benefits.

## SECTION 20: CAMPUS CLOSURE

If a campus site is declared closed due to a weather or safety hazard, Classified employees scheduled to work will be compensated at their regular daily rate whether they arrive on site or are directed not to report to work. This provision will expire if the conditions should be prolonged beyond three (3) work days. Thereafter, District leave provisions shall be utilized.

## SECTION 21: HYBRID-REMOTE WORK

Hybrid-remote work options are currently addressed by Memorandum of Understanding.

## SECTION 22: SUMMER WORK SCHEDULE

Summer work schedule options are currently addressed by Memorandum of Understanding.

# ARTICLE 11: HOLIDAYS

## SECTION 1: HOLIDAY DESIGNATION AND CALENDAR PLACEMENT

The District agrees to grant the following holidays in accordance with Education Code Sections 79020, 79021, and as provided by the Board of Trustees:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving
Christmas
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Admissions Day (assigned floater)
Memorial Day
Juneteenth
Five (5) holidays provided by the Board of Trustees

Holidays shall also include every day appointed by the President or the Governor of this state as provided for in subdivisions b) and c) of Education Code Section 79020 for a public fast, Thanksgiving, or holiday, or any day declared a holiday under the Education Code Sections 1318 or 79021. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. If Veteran's Day falls on a regular weekday, it shall be observed on the actual day, unless otherwise agreed to.

Placement of the holidays on the calendar will be determined by the District except for the five Board-provided holidays and the Admissions Day (assigned floater). For the five (5) Board-provided holidays and the Admissions Day (assigned floater), representatives from the District and the Union shall meet after adoption of the Academic Calendar by the Board of Trustees, to allocate the holidays in line with the Academic Calendar. Three (3) of the Board-provided days are to be allocated to holidays during the Winter Break. The additional two (2) Board-provided holidays may be used during either the winter or Spring Break. Options regarding the use of the discretionary days will be presented to the District and then to the Classified employees for a vote. A majority of those voting shall prevail. After completion of the above, the Classified Calendar will be placed on the Board of Trustees' agenda for its approval.

## SECTION 2: HOLIDAY ELIGIBILITY AND USE

All Classified employees who are in paid status at the time of the holiday qualify for holiday pay.

A holiday is defined as eight (8) hours maximum. Classified employees who work an Alternative Work Schedule (Article 10, Section 6) must adhere to the work week provisions outlined in Article 10, Section 5.

New Classified employees commencing employment immediately following a holiday shall not be eligible for holiday pay prior to their first date of employment. Employees terminating their employment status prior to a holiday shall not be eligible for holiday pay.

Each fiscal year, full-time Classified employees (those with a Board approved annual work calendar of 2,080 hours) will receive eighteen (18) paid holidays equaling one hundred forty-four (144) hours of paid holiday time.

Each fiscal year, part-time Classified employees (those with a Board approved annual work calendar of less than 2,080 hours) will receive a bank of holiday hours prorated based on the total number of annual hours assigned by the Board of Trustees.

Examples:

1. A Classified employee working a Board-approved work calendar of 12 months, 20 hours per week or 1,040 annual hours (50% of the 2,080 annual hours of a full-time employee) will receive a bank of 68 holiday hours (50% of the 136 holiday hours of a full-time employee).
2. A Classified employee working a Board-approved work calendar of 10 months, 40 hours per week or 1,736 annual hours (83.5% of the 2,080 annual hours of a full-time employee) will receive a bank of 113.5 holiday hours (83.5% of the 136 holiday hours of a full-time employee).

Part-time Classified employees hired after the start of the fiscal year will have holiday hours prorated based on their hire date.

Holiday hours from the part-time Classified employee's bank shall be used as follows:

1. The employee designates the number of hours to be used for each holiday – up to a maximum number of eight (8) hours per holiday and not to exceed the maximum number of hours assigned to work in any one day of a typical assigned work week.
2. If a holiday falls on a day the employee is not scheduled to work, the employee can still use hours from the holiday bank for the District designated holiday.
3. The hours in the bank can only be used on District scheduled holidays.
4. The hours in the bank must be used in the fiscal year assigned and cannot roll over into the subsequent fiscal year.
5. There is no pay-out of unused hours from the bank. It is the employee's responsibility to schedule and use the appropriate amount of hours for District assigned holidays.
6. Once the holiday banked hours are exhausted, any remaining holiday time off in the fiscal year will be unpaid.
7. If an employee separates from the District prior to the end of the fiscal year, their final pay warrant will be adjusted for any holiday hours used in excess of those earned through the date of separation.

## SECTION 3: UPEC FLOATER

Each Classified employee shall be entitled to four (4) hours of paid time off to be taken prior to June 30th of each year. These hours are non-accumulative and must be taken in each fiscal year. The employees must notify the Supervisor five (5) working days in advance of taking the UPEC Floater.

## SECTION 4: WORK YEAR EXCEEDING 2,080 HOURS

In the event the work year for a full-time Classified employee exceed 2,080 hours and after adoption of the Academic Calendar by the Board of Trustees, Representatives from the District and the Union shall meet to allocate the one or two additional eight (8) hour non-work day(s) in line with the Academic Calendar. The intent is to place the non-work day(s) during Winter Break. After completion of the above, the Classified Calendar will be placed on the Board of Trustees' agenda for approval. This section does not apply to employees who are employed less than full-time or less than 2,080 hours in a work year, and they cannot schedule these as a work day(s).

# ARTICLE 12: VACATION

For the purposes of this Article:

1. Fiscal year is the period from July 1st through June 30th of each year,
2. Regular hours are all hours worked exclusive of overtime, and
3. A full-time Classified employee works 2,080 hours per year.

## SECTION 1: VACATION ACCRUAL

**Level I**

A full-time Classified employee at Vacation Level I will receive ninety-six (96) hours of vacation per year. Vacation shall accrue at the rate of eight (8) hours per month. An employee shall receive this level until they have completed four (4) years of service with the District from date of hire.

**Level II**

A full-time Classified employee at Vacation Level II will receive one-hundred thirty-six (136) hours of vacation per year. Vacation shall accrue at the rate of 11.33 hours per month. An employee shall receive this level at the beginning of the fifth (5$^{th}$) year of service with the District and maintain this level until they have completed nine (9) years of service with the District from date of hire.

**Level III**

A full-time Classified employee at Vacation Level III will receive one-hundred seventy-six (176) hours of vacation per year. Vacation shall accrue at the rate of 14.67 hours per month. An employee shall receive this level at the beginning of the tenth (10$^{th}$) year of service with the District from date of hire.

**Part-Time Classified Employee Vacation Accrual**

Part-time Classified employees who are eligible for vacation and full-time employees who work a partial month will receive pro-rated vacation hours according to the following formula: ('monthly hours worked' divided by 'regular hours for a full-time employee') multiplied by 'full-time vacation level hours'.

## SECTION 2: VACATION SCHEDULING

For the purposes of this Section, Seniority is determined by date of hire.

A new probationary Classified employee is not entitled to take vacation during their first six (6) months of employment. Exceptions can be approved by the appropriate Vice President/President.

The Classified employee may be granted vacation during the fiscal year even though not earned at the time the vacation is taken.

If a Classified employee is terminated and had been granted vacation that was not yet earned at the time of termination of their services, the District shall deduct from the employee's severance check the full amount of salary that was paid for such unearned days of vacation taken.

All Classified employees, who are eligible, shall schedule their vacation with as much advance notice as possible.

A Classified employee shall request vacation hours/days at least two (2) weeks in advance. Under extenuating circumstances, the appropriate Supervisor may consider requests received less than two (2)

weeks in advance. In emergencies, the appropriate Supervisor may cancel an employee's vacation and shall give that employee priority for vacation scheduling.

The appropriate Supervisor will approve or disapprove vacation requests within one (1) week of receipt.

If there is a conflict between Classified employees as to when vacation shall be taken, the employee with the greatest District seniority shall be given their preference, unless the most senior employee already had exercised that right once during the fiscal year.

## SECTION 3: VACATION CARRY-OVER

For purposes of this section, the end of the fiscal year shall mean August 31st of each year in order that Classified employees are able to utilize accrued vacation during the months of July and August.

A Classified employee is entitled to carry over no more than one-hundred ninety-two (192) hours of vacation into the next fiscal year. The employee must request, in writing, approval to carry over vacation in excess of that set forth herein from the Superintendent/President or Designee and must be filed with the Chief Human Resources Officer (CHRO). The Union and the District encourage all employees to use their vacation time in order to limit the amount of carryover. Employees may be requested by their Supervisors to provide a vacation use plan if balances are over the carry over limit.

Vacation hours in excess of one-hundred ninety-two (192) hours (twice the accrual rate as defined in Level I) that have not been used by August 31st (not including July and August accruals) for which there has been no written approval for excess carry over, will be paid out at the current pay rate to the employee in a subsequent payroll cycle, no later than November 30th.

## SECTION 4: ILLNESS WHILE ON VACATION

In the event a Classified employee becomes ill during their vacation, the employee upon return will submit a written request to have sick leave applied rather than vacation. Such requests may require a doctor's verification indicating the dates of illnesses.

## SECTION 5: VACATION PAY UPON TERMINATION

When a Classified employee who has completed six (6) months of services is terminated or resigns, they shall be paid for the vacation hours as accrued.

## SECTION 6: HOLIDAYS DURING VACATION PERIODS

When a holiday falls within a vacation period, that day will not be counted as a vacation day used.

# ARTICLE 13: LEAVES

## SECTION 1: GENERAL LEAVE PROVISIONS

No absence under any paid leave provisions of this Article shall be considered as a break in service for any Classified employee who is in paid status. All benefits accruing under the provisions of this Article shall continue to accrue under such absence.

A Classified employee, who is unable for personal or physical reasons to return to their former classification after an approved paid leave, may request Leave of Absence Without Pay in accordance with Section 11 of this Article.

**See Human Resources for information regarding administration of the following leaves and those not specifically addressed in this Agreement.**

## SECTION 2: SICK LEAVE

For purposes of this section, a full-time Classified employee works 2,080 hours per year.

A full-time Classified employee will receive ninety-six (96) hours of sick leave per year. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each Classified employee. During the fiscal year, granted sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year (exception: see new probationary employee, Article 17, Section 2). Unused sick leave may be accumulated without limit.

A part-time Classified employee who is eligible for sick leave and a full-time employee who works a partial month will receive pro-rated sick leave hours according to the following formula: ('monthly hours worked' divided by 'regular hours for a full-time employee' multiplied by 'monthly full-time sick leave hours').

Pay for any day of paid sick leave shall be the same as the pay that would have been received had the Classified employee served during the day of illness.

A new probationary Classified employee of the District may not use more than the proportionate amount of the sick leave actually earned until the employee has reached the first day of the calendar month after completion of six (6) months of active services.

A Classified employee who exhausts their sick leave balance will have the hours deducted from other leave balances in the following order: Compensatory Time Off, Summer Floater, UPEC Floater, Vacation, and then Leave of Absence Without Pay. They will not receive additional paid sick leave until July 1 of the next fiscal year. An employee who has exhausted all leave balances and will be in a pay deduct status should contact Human Resources, or Human Resources may contact the employee to discuss the situation and determine if other options may be available.

A Classified employee who leaves the District and has used more sick leave than the employee has earned will have the appropriate amount deducted from their final paycheck.

Upon retirement, unused sick leave shall be coordinated with the retirement system, which is established by Government Code Section 20862.5.

A Classified employee who will be absent due to illness or injury must notify the immediate Supervisor or Designee of the intended absence prior to the start of the work shift, unless conditions make notification impossible. In such case, notification should be made as soon as possible. If the Supervisor or Designee is not available and the employee cannot leave a message, Human Resources can be notified of the intended absence.

A Classified employee absent for three (3) working days or more may be required to present a physician's statement to the Human Resources (HR) office stating the date of the medical visit and the date the employee is able to return to work. The need for a physician's statement may be waived at the discretion of the Supervisor and/or HR.

If the Supervisor or HR has reasonable cause to believe the employee is abusing sick leave privileges, the Supervisor or HR shall notify the employee in writing and may require the employee to provide a physician's statement to HR to verify the illness or injury. Sick leave abuse may result in disciplinary action in accordance with Article 16: Progressive Discipline.

## SECTION 3: ADDITIONAL SICK LEAVE

At the beginning of each fiscal year, each Classified employee shall be credited with a total of one-hundred (100) working days of paid sick leave, which shall be compensated at not less than fifty percent (50%) of the employee's regular salary. In accordance with Education Code Sections 88191 and 88196, such paid additional sick leave runs concurrently with sick leave and becomes available only after the employee has exhausted all entitlement to sick leave provided in Section 2 of this Article. An employee may request to have their accumulated vacation and/or compensatory time off applied to additional sick leave day(s). However, the amount an employee is paid shall not exceed the employee's regular pay. Additional sick leave shall not accumulate from year to year.

Additional sick leave can only be used for extended illnesses or injuries subject to consultation with and approval by Human Resources. In any event, the absence for illness or accident must be verified by a physician.

## SECTION 4: PERSONAL NECESSITY/BUSINESS LEAVE

Personal Necessity/Personal Business leave is charged against Sick leave.

For purposes of this section, immediate family is defined in Section 7 of this Article in this Agreement.

A maximum of seven (7) days of absence per fiscal year for illness or injury leave earned pursuant to the sick leave provisions of this Agreement may be used by the employee at their election, in cases of personal necessity, for any of the following:

1. Death of a member of the employee's immediate family (Ed code 88194 or Section 7), when additional leave is required beyond that provided in the Bereavement Leave (Section 7) provisions of this Agreement.
2. Accident, illness, and/or imminent danger of accident involving the employee's person or property, or the person or property of a member of the immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
4. Other reasons, solely with prior approval and within the discretion of the Superintendent/President or Designee.
5. Up to four (4) days Personal Business Leave may be utilized by the employee with twenty-four (24) hours prior notification to the Supervisor, if circumstances permit.

When circumstances permit, Classified employees are required to request Personal Necessity Leave from their immediate Supervisor prior to the beginning of the work shift in which the absence is requested, unless conditions make notification impossible. In such case, notification should be made as soon as possible.

It shall be the Classified employee's responsibility to verify the nature of the absence, if applicable, immediately upon return.

## SECTION 5: BIRTH AND ADOPTION LEAVE

A Classified employee is entitled to up to ten (10) consecutive working days paid leave each year (non-accumulative) for the purposes of childcare after birth or childcare during or after the adoption process.

## SECTION 6: REPRODUCTIVE LOSS LEAVE

The District agrees to grant leave to process the grief caused by a reproductive loss event as required by Government Code Section 12945.6.

A reproductive loss event covered under this Section may include failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction.

Parameters of this leave in accordance with the Government Code Section above include, but are not limited to: should generally be used within three (3) months of the reproductive loss event, does not need to be taken on consecutive working days, documentation is not required, up to five (5) working days may be used per reproductive loss event, no more than twenty (20) working days within a twelve (12) month period may be used, and accrued leaves may be utilized (ex. sick leave or vacation).

Please contact Human Resources for more information and/or to utilize this leave.

## SECTION 7: BEREAVEMENT LEAVE

The District agrees to grant necessary leave of absence with pay at the Classified employee's full salary not to exceed five (5) working days, up to forty (40) hours paid through Bereavement Leave, on account of the death of any family member of the immediate family of the employee. For paid leave needed over forty (40) hours, reference Article 13: Section 4, Subsection 1.

The immediate family is defined to include:

- Spouse, domestic partner who has been formally certified pursuant to the certification procedures required by state law, children, parents, grandparents, sisters, brothers, parents-in-law, sons-in-law, daughters-in-law, grandparents-in-law, sisters-in-law, brothers-in-law, aunts, uncles, nieces and nephews, foster children, step-children, step-parents, adopted children, foster parents, legal guardians, grandchildren of the employee or employee's spouse, or any other relative living in the immediate household of the employee or any person serving in locus parentis.
- For purposes of Article 13 only, an individual who is named on the emergency card or Personnel Action Form of an employee will also qualify as a member of the immediate family.

It shall be the Classified employee's responsibility to verify (i.e., original or copy of Memorial Program, Obituary, or Public Notice of Death) a Bereavement Leave upon return to work. Bereavement Leave stands alone and shall not be deducted from other leave entitlements.

The Superintendent/President may grant additional days of leave with compensation in cases of demonstrated need. Contact Human Resources (also, see Section 4).

## SECTION 8: INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

It is the Classified employee's responsibility to notify their immediate Supervisor of a work-related injury or illness that results in lost time on or beyond the date of injury, or that results in medical treatment beyond first aid at the time of the incident, or within seventy-two (72) hours, giving rise to the injury or illness. First Aid means any one-time treatment of minor scratches, cuts, burns, splinters, or other minor industrial

injury. The District and the employee shall be held accountable for adhering to the provisions of Labor Code Section 3200 et seq. as applicable.

Classified employees who sustain an injury or illness arising directly out of and in the scope of their employment shall be eligible for a maximum of sixty (60) working days of paid leave in any one (1) fiscal year.

This leave shall not be accumulative from year to year.

Industrial Accident or Illness Leave shall commence on the first day of absence.

Payments for wages lost on any day shall not, when added to an award granted under the Workers' Compensation laws of this State, exceed the normal wage for the day.

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

When an industrial accident or illness occurs at a time when the full sixty (60) working days will overlap into the next fiscal year, the Classified employee shall be entitled to only that amount remaining at the end of the fiscal year, in which the industrial injury or illness occurred, for the same illness or injury.

Industrial Accident or Illness leave is to be used in lieu of normal sick leave benefits. If an industrial accident or illness is reported, accrued sick leave will be used until the industrial accident or illness has been approved as a Workers' Compensation claim. Once approved by the carrier, used sick leave will be returned to the Classified employee's sick leave accrual balance within forty-five (45) calendar days.

When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave shall be used. However, if a Classified employee is still receiving temporary disability payment under the Workers' Compensation laws of this State at the time of the exhaustion of benefits under this Section, they shall be entitled to use only so much of their accumulated and available sick leave and vacation or other paid leave, which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay. The District will meet and provide the employee with an initial statement of leave balances, as well as a monthly recap of how Workers' Compensation affected their sick leave.

When all available leaves of absence, paid or unpaid, have been exhausted and if the Classified employee is not medically able to assume the duties of the position, the employee shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months.

When available, during the thirty-nine (39) month period, the Classified employee shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates, except for a re-employment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.

A Classified employee who has been placed on a Reemployment List, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

## SECTION 9: JURY SERVICE LEAVE

The District agrees to grant Classified employees called for jury duty leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours. The District shall pay the employee the difference, if any, between the employee's regular rate of

pay and the amount received for jury duty less meals, travel, and parking allowances. Fees received from jury service rendered during any portion of the employee's regularly assigned work hours shall be turned over to the Payroll Department.

Upon release from jury duty during regularly assigned work hours, the Classified employee must return to their workstation if at least four (4) hours remain in their work day.

Any day during which a Classified employee whose regular assigned shift commences at 3:00 p.m. or later, and who has been seated or selected to serve on a jury, shall be relieved from work with pay.

Classified employees called for jury duty shall notify the Supervisor or Human Resources of service date(s) upon receiving notice from the Officer of the Court. Upon completion of jury service, it shall be the employee's responsibility to verify/record dates and hours of service on employee's time sheet by attaching supporting documentation.

## SECTION 10: CATASTROPHIC LEAVE

The District's Governing Board is authorized to grant additional leave in accordance with Education Code Section 88199.

In the event of catastrophic illness or injury, the District agrees to provide catastrophic leave to a Classified employee in accordance with the following provisions:

1. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time.
2. The employee has exhausted all entitlements to sick leave, vacation, and compensatory time on the books and has submitted a claim for income protection benefits.
3. The District will supplement the pay of the employee to one-hundred percent (100%) of average monthly salary until such time as the employee is eligible for the long-term disability payments, which commence at the sixty-first (61st) work day of absence.
4. The amount paid shall be decreased by extended leave benefits paid as a result of Education Code Section 88195. If those code sections are modified, this leave program will sunset and the parties will meet to negotiate a successor program.
5. Any reimbursement received by the employee from workers' compensation or PERS for payments previously received for catastrophic leave will be returned to the District.

## SECTION 11: MILITARY LEAVE

Classified employees of the District shall be granted Military Leave to which they are entitled, under law, as employees. Employees shall be required to request Military Leaves in writing and, upon request, to supply the District with orders and status reports.

## SECTION 12: LEAVE OF ABSENCE WITHOUT PAY

Leave of Absence Without Pay may be granted to a Classified employee for a period not to exceed one (1) year upon written request of the employee and the approval of the immediate Supervisor and the Board of Trustees. During periods of absence without pay, benefits, vacation, sick leave, and seniority shall not accrue. Upon return, benefits and seniority shall resume based upon the Classified employee's status prior to the leave of absence without pay.

Upon returning, the Classified employee shall assume the duties of his absented position, provided that during the period of absence there has been no change in the employee's capacity to meet the requirements of the position. When the position is no longer available, the absent employee will be afforded whatever right the Education Code attaches to the circumstances causing the non-availability of the position.

A Classified employee who does not return upon completion of the leave of absence shall be deemed terminated.

## SECTION 13: LEAVE OF ABSENCE FOR RETRAINING AND STUDY

A Classified employee may request a Leave of Absence Without Pay for up to one (1) year for retraining and job enhancement, and upon approval of the Board of Trustees shall be granted such leave. Such leave may be granted not more than once every five (5) years. The leave of absence may be taken in separate six (6) month periods rather than for a continuous one (1) year period, provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period.

A Classified employee may request a leave of absence for retraining and job enhancement purposes upon completion of three (3) consecutive years of services.

A Classified employee requesting such leave shall submit in writing a detailed description of the retraining and job enhancement program, identifying those areas in particular that will improve their ability to carry out the duties and functions of their job and to keep abreast of the latest technological changes.

The maximum number of Classified employees on such leave at any one time may not exceed 5% of employees in the Classified service.

Any leave of absence granted under this policy shall not be deemed a break in service for seniority purposes. Such leave shall not be counted in computing the next five (5) year period, which must elapse before granting of another leave for retraining or study purposes. During periods of absence without pay, benefits shall not be paid by the District and vacation and sick leave shall not accrue. Upon return, benefits shall resume.

Upon returning, the Classified employee shall assume the duties of their absented position, provided that during the period of the absence there has been no change in the employee's capacity to meet the requirements of the position. When the position is no longer available, the absent employee will be afforded whatever rights the Education Code attaches to the circumstances causing the non-availability of the position.

## SECTION 14: WINTER BREAK

Should the District decide to close the institution and District offices for the Winter Break, Classified employees shall not report for work and will have the option of using:

1. Authorized accrued annual leave, or
2. Unpaid leave for the period that has not been designated as Board granted or national holidays.

Classified employees who have not completed six (6) months of service with the District shall have their individual situation considered by the District on a case-by-case basis, should the above closure take place at a time when they have not accrued sufficient paid leave to utilize it.

## SECTION 15: FLEX CALENDAR ACTIVITIES

Classified employees will be encouraged to participate in staff development activities.

# ARTICLE 14: GRIEVANCE PROCEDURE

## SECTION 1: GENERAL

Unlike Article 15: Complaint/Problem Procedure, which defines a "complaint/problem" as a concern that primarily relates to a concern/gripe/miscommunication between an employee and a Supervisor, a grievance is a misinterpretation, misapplication, or violation within the Agreement. A grievance concerns itself mainly with a process question, while a complaint/problem concerns itself with a relationship issue.

## SECTION 2: PURPOSE

The purpose of the Grievance Procedure is to attempt to secure an expeditious and equitable solution to a contract interpretation or application problem in a manner consistent with this Agreement.

## SECTION 3: DEFINITIONS

A grievance is a claim by one or more Classified employees in the bargaining unit that there has been a misinterpretation, misapplication, or violation of a provision of this Agreement.

A day is defined as a day when the Administration Office is open for business.

## SECTION 4: PROCESS

The grievance must be initiated by the Classified employee or the Union within fifteen (15) days of the occurrence of the act or omission giving rise to the grievance or the time when the grievant should have reasonably discovered the events on which the grievance is based.

The Union, either on its own behalf or on behalf of the affected Classified employees, may initiate a grievance at Step 2, if it affects employees in more than one location as demonstrated by the employees' signatures on the grievance form.

If a grievance arises from action or inaction on the part of a member of the Administration at a level above the immediate Supervisor, the aggrieved Classified employee(s) shall submit such grievance in writing to the next appropriate step and the Union directly, and the processing of such grievance will be commenced at that step.

### Step 1 – Informal Level

The process encourages a Classified employee and a Supervisor to solve the grievance at the lowest level. The employee may attempt to resolve the issue independently or request Union representation.

If the issue is not resolved at Step 1, the issue advances to Step 2.

### Step 2 – Informal Level

The Classified employee, a Union representative (if requested), a Supervisor, and the next level Supervisor will meet to attempt to solve the grievance.

If the issue is not resolved at Step 2, the Union may advance the issue to Step 3. Classified employees may not independently advance the issue beyond Step 2.

### Step 3 - Chief Human Resources Officer (CHRO) Review

The Union, a Supervisor, the CHRO, and the Classified employee, if needed by any of the three parties, will meet to attempt to resolve the grievance.

If the issue is not resolved at Step 3, the Union may request review by the Superintendent/President.

**Step 4 – Superintendent/President Review**

If Superintendent/President Review does not resolve the issue, then the Union may proceed to Step 5.

**Step 5 – Non-Binding Arbitration**

1. The impartial arbitrator shall be selected jointly by the Union and the District within ten (10) days of receipt of the written request. In the event that the parties cannot agree, the parties shall request a panel of five (5) names from the California State Conciliation Service, the American Arbitration Association, or some-like body. Alternate names shall be stricken until only one name remains. The party to strike first shall be chosen by lot.
2. The fees and expenses of the arbitrator, and a court reporter, if required by the arbitrator, shall be shared equally between the District and the Union. Any additional expenses shall be borne by the party incurring such expenses. The fees and expenses of the arbitrator, and court reporter, if required by the arbitrator, shall be paid by the District if the Board of Trustees votes not to accept the recommendation.
3. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit their decision to the application and interpretation of its provisions. Any financial reimbursement recommended by the arbitrator shall be based on the terms of this Agreement.
4. The arbitrator shall rule upon the arbitraribility of issues before hearing the merits of the issues.
5. After hearing the evidence, the arbitrator shall submit their findings, conclusions, and recommendations in writing to the District, the grievant, and the Union and such recommendations shall be final unless an appeal is made by either party to Step 6-Board of Trustees within ten (10) days.
    a. Upon agreement of the Union and the District in writing, the entire matter may be submitted to the arbitrator on the record established at Steps 1, 2, 3, and 4. In the event this procedure is followed, the arbitrator shall take no testimony other than that which is already on record and shall render a decision based on the record.

**Step 6 – Board of Trustees**

If either party is not satisfied with the findings or recommendations of the arbitrator, the party shall appeal the decision to the Board of Trustees within ten (10) days.

1. The Board shall review the written record and render a final binding decision on the grievance, unless modified or overruled by a court of competent jurisdiction.
2. In the event that the Board overrules the findings or recommendations of the arbitrator, the overruling shall be made only upon a roll call vote of the Board by a vote of no less than two-thirds of those Board members present and attending the meeting at which the vote is taken.
3. Additional evidence will be taken before the Board pursuant to applicable statutes only if the Board determines that the record is not sufficiently complete to enable it to render its decision.
4. The decision shall be rendered no later than the second regularly scheduled meeting after the filing of the findings and recommendations of the arbitrator.

## SECTION 5: TIMELINES AND PROCESS PROTOCOLS

There will be ten (10) working days each at Steps 1, 2, 3, 4, and 5, unless consensus is reached to extend the time limits. Request for arbitration must be made within ten (10) working days of receipt of the Superintendent/Presidential Review.

Process protocols and recollections of meetings at Steps 1, 2, 3, and 4 must be signed by all participants.

The CHRO shall distribute copies to all parties participating in the process at each level.

**Process Protocols – Recommended Minimum Ground Rules**

1. Only one person speaks at one time.
2. Time outs/clarify.
3. Review problem statement and report current status
4. Describe – do not accuse
5. Attack the problem; not the person
6. Confidentiality
7. Attempt to reach resolution and discuss what will be reported out, if resolved.
8. Next steps, if any.

## SECTION 6: RELEASE TIME

A Classified employee and their designated Union Representative shall be given reasonable release time when it is necessary to conduct the functions during on-duty time for processing grievances. Consideration will be given to job coverage for such release time.

## SECTION 7: RIGHT TO REPRESENTATION

All Classified employees have the right to be represented at all stages of the grievance procedure by Representatives of the Union.

## SECTION 8: DOCUMENTS AND RECORDKEEPING

All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the Personnel File of any of the participants. Support documents originally contained in Personnel Files will be returned to the files unless eliminated by the grievance procedure.

## SECTION 9: RIGHT OF EMPLOYEE TO REPRESENT SELF

In the event a Classified employee does not wish Union representation, any proposed resolution and recollections shall be sent to the Union and the Union will have ten (10) days to comment. Employees may only represent themselves through Informal Step 2. The CHRO must review the consensus agreement reached at Step 1 and Step 2 to assure compliance with contractual agreements, policies, and regulations.

Representatives from the Union and the District will periodically provide joint training for Managers, Supervisor, and employees on the application of this contract provision.

# ARTICLE 15: COMPLAINT/PROBLEM PROCEDURE

## SECTION 1: GENERAL

Unlike Article 14: Grievance Procedure, which defines a "grievance" as a misinterpretation, misapplication, or violation of the written Collective Bargaining Agreement, a complaint/problem is a "non-grievable" issue between an employee and a Supervisor. A grievance concerns itself mainly with a process question, while a complaint/problem concerns itself with a relationship issue.

## SECTION 2: PURPOSE

The purpose of the Complaint/Problem Procedure is to attempt to secure an expeditious and equitable solution to a human relations problem.

## SECTION 3: DEFINITION

Examples of types of complaints/problems:

- Inconsistent application of rules,
- Failure to address problems,
- Performance inadequacy, and/or
- Lack of communication.

## SECTION 4: PROCESS

The complaint process may be initiated by the Classified employee or the Supervisor.

The Compliant/Problem Procedure forms are included in Appendix B and are available in Human Resources.

**Step 1 - Informal Step 1**

The collaborative process encourages a Classified employee and a Supervisor to solve the issue(s) at the lowest Step. The employee has the right to Union representation, if requested.

If there is no resolution at Step 1, the issue advances to Step 2.

**Step 2 - Informal Step 2**

The Classified employee, a Union representative, the Supervisor, and the next level Supervisor meet to attempt to solve the complaint.

If there is no resolution at Step 2, the issue advances to Step 3.

**Step 3 - Chief Human Resources Officer (CHRO) Review**

The Classified employee, a Union representative, the Supervisor, the next level Supervisor, and the CHRO or Designee will meet to attempt to solve the complaint.

If there is no resolution at Step 3, the Union may request review by the Superintendent/President.

**Step 4 - Superintendent/President Review**

Any decision by the Superintendent/President Review shall be final.

## SECTION 5: TIMELINES AND PROCESS PROTOCOLS

There will be ten (10) working days each at Step 1 and Step 2 unless consensus is reached to extend the time limits.

Process protocols (below) and recollections of meetings at Step 1 and 2 must be signed off by the Classified employee, Supervisor, next level Supervisor (if appropriate), and the Union (if appropriate).

**Process Protocols - Recommended Minimum Ground Rules**

1. Only one person speaks at one time
2. Time outs/clarify
3. Review problem statement and report current status
4. Describe – Do Not Accuse
5. Attack the problem; not the person
6. Confidentiality
7. Attempt to reach resolution and discuss what will be reported out, if resolved
8. Next steps, if any

## SECTION 6: CONSEQUENCES FOR VIOLATING THE PROCESS

Violations of the Agreement(s) reached by this process may result in disciplinary action.

## SECTION 7: MISCELLANEOUS

Representatives from the Union and the District will periodically provide joint training for Supervisors and employees on the application of this Agreement provision.

# ARTICLE 16: PROGRESSIVE DISCIPLINE

This Article applies to permanent Classified employees only. Such employees shall be disciplined for cause only as described in Section 2.

The parties agree to use a system of progressive discipline, where appropriate. The concept of progressive discipline is to provide the Classified employee with the opportunity and assistance to correct unsatisfactory job performance or behavior. In such a system, discipline proceeds through various levels leading to more and more severe action until the employee corrects the conduct or is terminated. The level at which discipline for a particular infraction is initiated depends upon the severity of the misconduct. For example, an incident involving a relatively minor event of insubordination would likely be dealt with at the lowest level of Stage 1, while a theft of District property would most likely be dealt at Stage 2.

Classified employees have the right to expect sound management of the District to help ensure continued employment; safe and healthful working conditions; fair treatment; fair promotion and transfer procedures; appreciation for services rendered; adequate job training and orientation; adherence to the provisions of the Collective Bargaining Agreement; responsible, humane and informed supervision.

The District has the right to expect Classified employees to be on time; attend work regularly; learn and perform the duties of the position within an assigned schedule; be physically and mentally prepared to perform the tasks of the position; accept direction; accept change; adhere to the provisions of the Collective Bargaining Agreement; follow policies, rules, and regulations.

All Classified employees of the District have a right to be treated by each other as people of dignity and substantial worth working together in a cooperative manner.

Discipline is set forth in two stages.

## SECTION 1: STAGE ONE – DISCIPLINARY WARNING

### Informal Discussion

The Supervisor shall maintain open communications with the Classified employee and attempt to resolve problems through informal discussion with the employee. A Supervisor is expected to discuss poor conduct or performance with the employee as it occurs.

### Discussion with Memorandum

In cases involving continuous poor conduct, underperformance on the part of a Classified employee, a Supervisor shall initiate the Discussion with Memorandum. This memo provides both the Supervisor and the employee with a record of discussion and the specific violation(s) of work rules and/or conduct.

The Classified employee shall have five (5) working days from the receipt of the memo to respond and such response shall be attached to the Supervisor's copy of the Discussion with Memorandum.

The following language shall be included in the Discussion Memorandum: THIS MEMORANDUM DOES NOT BECOME PART OF YOUR PERSONNEL FILE. IT IS A SUPERVISOR/EMPLOYEE RECORD.

NOTE: Even though this memorandum is not placed in an employee's Personnel File, it may be used as a reference document in subsequent disciplinary matters, if needed.

**Corrective Notice Memorandum**

If the efforts to correct the problem identified in either the Informal Discussion and/or the Discussion with Memorandum have not corrected the problem to the Supervisor's satisfaction, or the infraction or conduct is so egregious that it warrants such an aggressive first step, then the Supervisor shall initiate formal (written) documentation of each related incident. This document becomes a part of the Classified employee's Personnel File and it may be used for determining employee status (e.g., demotion, suspension, termination, etc.).

This memorandum provides both the Supervisor and the Classified employee with a permanent record of a Corrective Notice Memorandum and the specific violation(s) of work rules and/or conduct.

The following language shall appear in the Corrective Notice Memorandum: THIS IS A COPY OF THE DOCUMENT THAT WILL BE PLACED IN YOUR PERSONNEL FILE. YOU HAVE TEN (10) WORKING DAYS FROM THE RECEIPT OF THIS DOCUMENT TO MAKE ANY SIGNED WRITTEN COMMENTS, WHICH WILL BE ATTACHED TO THE DOCUMENT AND PLACED IN YOUR PERSONNEL FILE.

## SECTION 2: STAGE TWO – DISCIPLINARY ACTION

**Demotion, Suspension, or Dismissal of Permanent Classified Employees**

A permanent Classified employee may be demoted, suspended, or dismissed by the Superintendent/President or Designee, for cause as outlined in Education Code Section 87732 or as provided in this Agreement.

No disciplinary action shall be taken for any cause that arose prior to the Classified employee's becoming permanent, nor for any cause that arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

**Grounds for the Disciplinary Action or Dismissal of Permanent Classified Employees**

One or more of the following causes may be grounds for suspension, demotion, or dismissal of any permanent Classified employee:

1. Incompetence or unsatisfactory in the performance of the duties of this position.
2. Inability to perform assigned duties due to the failure to meet job qualifications, including, but not limited to, failure to possess required licenses, failure to pass required tests, or failure to meet District insurability requirements.
3. Insubordination, including, but not limited to, refusal to do assigned work.
4. Carelessness or negligence in the performance of duty or in the care or use of District property.
5. Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public.
6. Dishonesty.
7. Drinking alcoholic beverages on the job or reporting for work while intoxicated.
8. Addiction to the use of a controlled substance, use of controlled substances while on the job, or reporting to work while under the influence of controlled substance(s), unless prescribed by a Physician and used as prescribed. Controlled substances are those referenced in Education Code Section 87011 or its successor as it exists at the time of the incident.

9. Conviction of a controlled substance offense as defined in Education Code Section 87011.
10. Engaging in sex offenses as defined in Education Code Section 87010 in a manner that impacts upon employment.
11. Conviction of a sex offense as defined in Education Code Section 87010.
12. Engaging in political activity during assigned hours of employment.
13. Conviction of any crime involving moral turpitude.
14. Repeated and unexcused absence or tardiness.
15. Improper use of leave privileges.
16. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
17. Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Governing Board or by an appropriate state or local governmental agency.
18. Offering anything of value or offering any service in exchange for special treatment in connection with employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
19. Willful or persistent violation of state or federal law or rules and regulations of the District.
20. Any willful conduct tending to injure the District.
21. Abandonment of position.
22. Advocacy to overthrow Federal, State, or local government by force, violence, or other unlawful means.
23. Physical or mental incapacity.
24. Unauthorized use of school equipment.

This section shall not be used for layoffs for lack of work or lack of funds.

**Notice of Proposed Disciplinary Action to Permanent Classified Employee**

Notification to a permanent Classified employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid and addressed to the last known address of the employee.

The notification to the Classified employee shall contain the following:

1. A statement of the specific acts and omissions upon which the disciplinary action is based.
2. A statement of the cause for the action taken.
3. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation that was violated.
4. A statement of the action proposed to the Board.
5. A statement that the employee has a right to a hearing on such charges if demanded within five (5) working days after service of the notice to the employee. The employee has a right to Union representation and may contact a Union Representative at any stage of the process.
6. A card or paper, which when signed and filed with the Governing Board, shall constitute a demand for hearing and denial of all charges.

**Hearing on Suspension, Demotion, or Dismissal of Permanent Classified Employee**

The Pre-disciplinary Review and Hearing (Skelly Hearing) is only provided for Disciplinary Actions that constitute five (5) or more day's suspension, demotion, or dismissal. It is not provided for lesser disciplinary actions or for any warnings.

The District and the Classified employee's representative shall make every attempt to conduct a hearing within six (6) weeks of receipt of demand for a hearing. The employee shall have a minimum of ten (10) working days' notice of the date of the hearing. The Governing Board or a Hearing Officer shall hold such hearing at a time and place designated by the Board or the Hearing Officer. The employee and the school Administration shall be afforded equal opportunity to present evidence.

***Conduct of the Hearing***

At the time and place designated, the Governing Board or a Hearing Officer shall hold a hearing for the purpose of determining the validity of the charges brought against the appellant Classified employee and of the reasonableness of the discipline imposed. Such hearing shall be closed to the public, unless otherwise requested by the appellant employee. The appellant employee may be present, and both the appellant employee and the Superintendent/President shall have the right to be represented by counsel.

***Burden of Proof***

The Superintendent/President or their counsel shall carry the burden of proof in support of the disciplinary action. The Superintendent/President and the appellant Classified employee may call witnesses, shall have the right of cross-examination, and may present documentary and demonstrative evidence.

***Decision of the Governing Board***

The Hearing may be continued from one meeting to the next, and at the end of such presentation, the Governing Board may take the evidence under consideration for a reasonable period of time before announcing its decision in the matter. The decision of the Governing Board shall include express findings on the charges upon which the disciplinary action is based and may wholly reverse or affirm the disciplinary action imposed by the Superintendent/President or modify the severity of same.

***Hearing Officer Recommendation***

In the event a Hearing Officer conducts the hearing, a recommended decision shall be forwarded to the Board of Trustees. The Board of Trustees may, at its discretion, accept, reject, or modify the Hearing Officer's decision. If the Board imposes a more severe penalty than the Hearing Officer recommends, it must review the record of the hearing.

***Waiver of Hearing on Suspension, Demotion, or Dismissal of Permanent Classified Employee***

If the Classified employee fails to make a timely request for a hearing, the Governing Board may act upon said charges without a hearing and without notice to the employee of the time and place of the Board's meeting to act on the charges.

***Disciplinary Penalties Imposed by the Board***

If the Governing Board finds that sufficient cause exists, it may impose disciplinary action proposed by the Superintendent/President or Designee, or it may impose a lesser disciplinary penalty.

**Immediate Demotion or Suspension without Pay or Benefits of Permanent Classified Employee**

If the Superintendent/President or Designee determines that pending a Board hearing on the demotion, suspension, or dismissal of a permanent Classified employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the District, the following procedure shall be initiated prior to imposing the demotion or suspension:

1. In addition to the written notice of the proposed disciplinary action as provided in Section 4, the employee shall be given written notice of the demotion or suspension without pay, the charges upon which this action is based, and their right to respond to those charges both orally at a conference and in writing.
2. The employee shall be given notice of the demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.
3. The demotion or suspension action should be discussed prior to its occurrence at a conference with the Superintendent/President or Designee, during which time the employee shall have the right to present any rebutting evidence.
    a. Nothing in this section shall be construed to prohibit an immediate interim suspension prior to notice and a conference where an immediate suspension is required to protect lives or property, provided that:
        i. The suspended employee is given written notice in person or by deposit in U.S. Certified Mail of the charges upon which the suspension was based within one (1) working day after suspension.
        ii. The employee is notified of their right to file a written response or to have a conference with the appropriate Supervisor.
        iii. A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

Any Classified employee charged with the commission of any sex offense as defined in Education Code Section 87010 or any controlled substance offense as defined in Education Code Section 87011 by criminal complaint, information, or indictment in a criminal proceeding, may be suspended from employment in accordance with the procedures set forth in Education Code Section 88123. This special suspension is not subject to procedures set forth in this Article. If the employee is judged not guilty, or the charges are subsequently dismissed, the employee shall receive back pay as specified in Education Code Section 88123, unless the employee had previously been dismissed in accordance with this Article.

**Compensation for Loss of Salary during Demotion or Suspension without Pay**

If disciplinary action against the employee is not upheld by the Governing Board, the Classified employee shall be compensated for any loss of District salary resulting from a demotion or suspension without pay prior to the hearing.

# ARTICLE 17: EVALUATION

## SECTION 1: EVALUATION

This procedure will serve as an instrument to measure the effectiveness and efficiency of each Classified employee. The primary purpose of the Evaluation is to help and improve the Classified employee in their growth and improvement through recognition of strength and weaknesses as observed by others. The process shall be monitored by Human Resources.

Each Classified employee's immediate Supervisor is responsible for evaluating the employee's performance. The Chief Human Resources Officer (CHRO) is responsible for coordinating the Evaluation process and providing the evaluation materials to the appropriate Supervisor. The employee's Evaluation shall be placed in the employee's Personnel File only after the evaluator and evaluee have discussed and signed the Evaluation, and the employee has had the opportunity to respond and attach their comments thereto. Copies of the Evaluation shall be given to the employee. The Evaluation shall be based only on factual data of job performance, including direct observation of the employee.

Evaluations should be up-to-date when a Supervisor leaves a position, if at all possible. If in such cases the Evaluation period is less than twelve (12) months, it should be noted in the body of the Evaluation. Similarly, if an Evaluation is due and the Supervisor has not supervised the Classified employee for twelve (12) months, the Supervisor may consult the prior Supervisor for input, if practical, and should note the length of the current Supervisor's supervision in the body of the Evaluation.

Evaluation of Classified employees will be done in accordance with Title 5 of the California Code of Regulations, Section 53605 regarding Diversity Equity Inclusion and Accessibility (DEIA): "Staff members shall promote and incorporate culturally affirming DEIA and anti-racist principles to nurture and create a respectful, inclusive, and equitable learning and work environment. In conducting their duties, staff members shall respect and acknowledge the diversity of students and colleagues."

## SECTION 2: PROBATIONARY PERIOD

All Classified employees that are completing a probationary period due to being newly hired or because of a transfer or promotion shall be subject to the Evaluation process, which shall be conducted by the immediate Supervisor. Employees may be evaluated more often than is outlined in each subsection below if the Supervisor feels it would be beneficial.

The recommendation to retain or dismiss the Classified employee from their position shall be made by the immediate Supervisor. The Superintendent/President or Designee may recommend to the Board of Trustees to dismiss a probationary Classified employee or to return a transferred employee to their previous classification in accordance with Education Code Section 88013 and with their seniority rights per Article 20: Classified Seniority and Layoff Procedures in this Agreement.

The following rules shall apply to the different employment circumstances for evaluating employees during the probationary period.

### New Hire

The final step in the District's selection process for newly hired Classified employees is successful completion of the probationary period. The probationary period for newly hired employees is six (6) months or one-hundred thirty (130) days of paid service, whichever is longer, from the date of hire.

The probationary period for newly hired employees will include evaluations at the 2nd, 4th, and 5th months. The 2nd month evaluation shall include written goals and objectives.

Newly hired probationary Classified employees are at-will and may be dismissed with or without cause without any rights of appeal.

**Transfer or Promotion to Different Job Classification**

The probationary period is six (6) months for employees promoting or transferring into a different Job Classification. The transfer or promotion probationary period will include evaluations at the 2nd, 4th, and 5th months. The 2nd month evaluation shall include written goals and objectives.

A permanent employee who fails to complete the probationary period for a promotion or transfer to a different Job Classification, shall be re-employed in the position from which the employee was promoted or transferred with all rights and privileges of a permanent employee.

**Lateral Transfer within the Same Job Classification**

Employees selected for an employee-initiated lateral transfer from one position to another position in the same Job Classification (same job title: e.g., Administrative Assistant to Administrative Assistant, Article 24: Assignment and Transfer) will serve a ninety (90) day probationary period in accordance with Article 24, Section 3(8).

A permanent employee who fails to complete the probationary period for a lateral transfer within the same Job classification, shall be re-employed in the position from which the employee was transferred with all rights and privileges of a permanent employee.

## SECTION 3: PERMANENT EMPLOYEES

All permanent Classified employees shall be evaluated annually during their anniversary month or as close to that month as practicable. The Evaluation shall be conducted by the immediate Supervisor whenever feasible. In the event that an employee is absent from their position for more than sixty (60) work days during the course of the prior twelve (12) months, the Supervisor may extend the date of the Evaluation to provide for twelve (12) months of work to be reviewed.

Additional Evaluations for any Classified employee may be requested by the CHRO, the appropriate Vice President, or can be initiated by the immediate Supervisor with prior approval of the CHRO.

## SECTION 4: METHODOLOGY

The Classified Employee Evaluation Form, included in Appendix B and available from Human Resources, will be utilized to evaluate a probationary or permanent Classified employee. Comments/examples are required for a rating of outstanding (7) or unsatisfactory (1); they are strongly encouraged in other categories. Leads, coordinators, and appropriate faculty are expected to give input into the Evaluation, but the responsibility for completing the Evaluation Form and conducting the discussion with the employee remains with the immediate Supervisor.

## SECTION 5: EVALUATION PROCESS

The immediate Supervisor, after completing the Evaluation, shall make an appointment with the Classified employee to meet and discuss the Evaluation. Upon completion of the meeting, both the Supervisor and the employee will sign the Evaluation, and the employee will be given an unofficial copy at that time. The employee's signature only signifies that the employee has received the Evaluation and that it has been discussed with the employee. It does not indicate that the employee agrees with the Evaluation.

The Classified employee may respond to the Evaluation with written comments on the Evaluation Form or the employee may submit a separate response to Human Resources within ten (10) working days of receipt of the Evaluation. Both the Evaluation Form and the employee's response to the Evaluation become part of the employee's permanent Personnel File.

**Overall Evaluation Ratings (9-63 points)**

| | |
|---|---|
| **Outstanding**<br>Scale 6-7<br>54-63 points | Total work performance is definitely superior and well above the standards of performance required for the position. It reflects exceptional characteristics and should be listed only in rare instances. (Example(s) required). |
| **Very Satisfactory**<br>Scale 5-6<br>45-53 points | Total work performance exceeds the standards of performance required for the position. It reflects added effort asserted by the employee and should be recognized as such. |
| **Satisfactory**<br>Scale 3-4-5<br>27-44 points | This is the performance of a fully competent employee. It is the performance level which every employee should expect to reach. |
| **Improvement Needed**<br>Scale 2-3<br>18-26 points | This evaluation means that identifiable weaknesses in the employee's work performance have been observed. |
| **Unsatisfactory**<br>Scale 1-2<br>9-17 points | The employee is not performing at a level required of the position. |

## SECTION 6: GRIEVANCE APPLICABILITY

A Classified employee may not grieve comments or ratings received in the Evaluation. However, a grievance may be filed in the event the Evaluation process has not been followed.

# ARTICLE 18: HEALTH AND SAFETY

## SECTION 1: GENERAL SAFETY

The District shall, within the limitation of its financial capabilities, provide and maintain a safe and healthy work environment for its employees and to make every reasonable effort to ensure safe working conditions, and provide necessary safety equipment. The Union shall encourage employees to observe safe work habits and practices at all times. All employees are responsible for wearing their personal protection equipment (PPE) while on duty.

The District agrees to maintain adequate First Aid equipment to meet the needs of employees.

Employees are required to report personal injuries and what they believe to be hazardous conditions to their Supervisor. The Supervisor will be required to report it immediately to the Safety Officer.

The following appointments to the District's General Safety Committee shall be made by the Union:

1. Two (2) at large,
2. One (1) from physical plant/environment services.

Requests and issues relating to protective equipment shall be referred to the District's General Safety Committee.

## SECTION 2: TUBERCULIN SKIN/X-RAYS

Pursuant to California Education Code Section 87408, upon employment and every four (4) years thereafter, Human Resources will notify employees as of the due date of a tuberculin assessment. Failure by the employee to submit to this assessment shall result in withholding of their paycheck until clearance is provided by the College Health Nurse. Employees may be subject to the intradermal tuberculin test and those who have a reaction to the intradermal tuberculin test shall undergo an x-ray of the lungs. All costs of intradermal tuberculin test administered by the College Health Nurse or an x-ray of the lungs at District-approved facilities shall be absorbed by the District.

## SECTION 3: DRUG AND ALCOHOL TESTING

Employees of the District who perform a safety related or safety sensitive function as determined by the Omnibus Transportation Employees Testing Act of 1991 shall be required to adhere to Board Policy 7327 and Administrative Procedure 7327.

## SECTION 4: INDUSTRIAL INJURY TEMPORARY MODIFIED WORK PROGRAM

The District will provide for temporary modified work for employees injured on the job where reasonably feasible. The conditions of the assignment are in accordance with Administrative Procedure 7348.

## ARTICLE 19: PARKING FEE

The District agrees to pay the parking fee for one (1) vehicle for each Classified employee. The employee shall be permitted one (1) replacement per calendar year for a lost or stolen decal free of charge. The cost for any subsequent replacement decals shall be paid for by the employee.

# ARTICLE 20: CLASSIFIED SENIORITY AND LAYOFF PROCEDURES

## SECTION 1: EDUCATION CODE AUTHORITY

The Education Code establishes the basis for layoff of Classified employees for lack of work or lack of funds. The pertinent statutory provisions are:

A. §88014 authorizes layoffs only in accordance with the procedures set forth in Education Code Sections 88117 and 88127.

B. §88015 establishes rights of Classified employees who retire in lieu of being laid off.

C. §88017 establishes notice requirements for layoffs and hearing rights for impacted employees.

D. §88117 establishes reemployment rights of Classified employees who are laid off or who accept voluntary demotions or reductions in assigned time in lieu of layoffs.

E. §88127 establishes grounds for layoffs and specifies order of layoffs and reemployment and defines length of service for purposes of seniority. This section also allows the Governing Board to enter into an agreement with the exclusive representative that defines "length of service" to be the hire date.

The remainder of this Article sets forth the way seniority for purposes of layoff will be established, the negotiated layoff procedures, and processes for reemployment of laid off Classified employees.

## SECTION 2: SENIORITY

**Establishment of Seniority**

1. Classified seniority is established as follows:
   a. For employees who have always been in the Classified Unit, the seniority date will be the hire date in the first permanent position in the Classified Unit.
   b. For employees who at one time were in the Classified Unit, then left the Unit for another position within the District and subsequently returned to the Classified Unit, the seniority date will be the hire date in the first permanent position in the Classified Unit, which includes all time in the Classified Unit plus time in higher paid classifications.
   c. For employees who at one time were in the Classified Unit, then left the Unit (for more than one (1) year) and subsequently returned to the Classified Unit, the seniority date will be the date the employee re-enters/returns to the Classified Unit.
   d. For managers, supervisors, and confidential employees (who have not worked in the Classified Unit previously) and who leave their unit and are subsequently placed (administrative transfer, demotion, or through the regular selection process) in a permanent position in the Classified Unit (during a non-layoff situation), the seniority date will be the date the employee is placed into the first permanent position in the Classified Unit plus time in higher paid classifications. (Note: Managers, Supervisors, and Confidential employees cannot bump into the Classified Unit in the event of a layoff in their current employee unit).
2. The District shall document each classification the Classified employee has occupied on a permanent basis by official Board action.
3. Individual classifications held by Classified employees will be correlated to the latest classification titles shown on the most recent Classified Hourly Schedule.
4. In each year where layoffs are anticipated, a Seniority List will be developed for all Job Families (see Job Families below), where layoffs or bumping can occur. The Union Business Manager and the Chief Human Resources Officer (CHRO) will certify the accuracy of the Seniority List. The Union will be provided a copy of the Seniority List, which will be shared with Classified employees.

5. In the event two or more Classified employees are hired on the same date, their seniority date will be determined at the negotiating table by a drawing of lots.
6. The District will maintain a Seniority List based on a Classified employee's date of hire (see Establishment of Seniority 1a-d above) and the classifications held.
7. Adjustments to the date of hire can be made if there is a break in service as noted below in Breaks in Service, or by other circumstances required by law.

**Breaks in Service**

Breaks in service are calculated by the number of calendar days.

1. The following shall not constitute a break in service for establishing seniority:
   a. Military leave of absence pursuant to Education Code Section 88116 or any other applicable Federal or State legislation.
   b. Unpaid industrial accident/illness leave up to one (1) year or any other applicable Federal or State legislation.
   c. Family Medical Leave Act and/or California Family Rights Act leave.
2. The following will constitute a break in service for establishing seniority:
   a. A Classified employee on an unpaid leave of absence (excluding leaves protected by State and Federal laws), for time greater than one year, any time in excess of one year will be considered a break in service.
   b. A Classified employee on a Leave of Absence without Pay from their Classified job (for the purpose of accepting employment with the District in another unit) for greater than one (1) year, any time in excess of one (1) year will be considered a break in service (See Establishment of Seniority 1c above).
   c. A Classified employee on layoff and on a 39-Month Reemployment List.
   d. Resignation or retirement. If an employee resigns or retires and later returns to employment with the District, this constitutes a break in service and their seniority date will start from the date of reemployment.

**Job Families**

This section will be used only in the event of layoff. It is recognized that the following Job Families may be used for bumping and Reemployment List purposes only. Job Families are positions in which Classified employees may bump into equal or lower classifications even though the individual may not have occupied that classification in the District by official action of the Board of Trustees. UPEC and the District agree to review the Job Families upon request by either party and modify as needed.

The Job Families and corresponding Job Classifications are mapped out on the following pages.

**Job Family A**

Senior Financial Aid Specialist – 22

↓

Basic Needs and Support Services Specialist – 21
LIFE Program Specialist – 21
Transcript Articulation and Degree Analyst – 21

↓

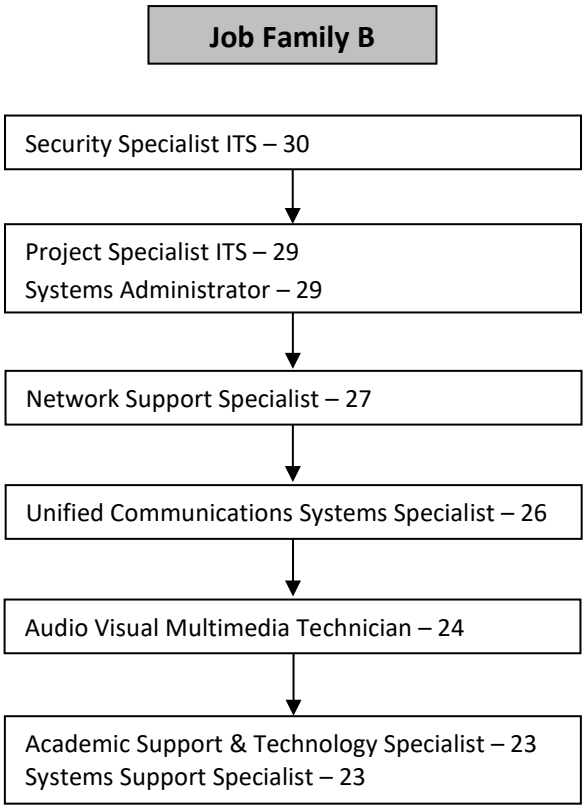
Admissions & Records Specialist – 20
Career Specialist – 20
Enrollment Specialist – 20
Financial Aid Specialist – 20
Instructional Tutor Center Technician – 20
Student Engagement Specialist – 20
Support Specialist – 20

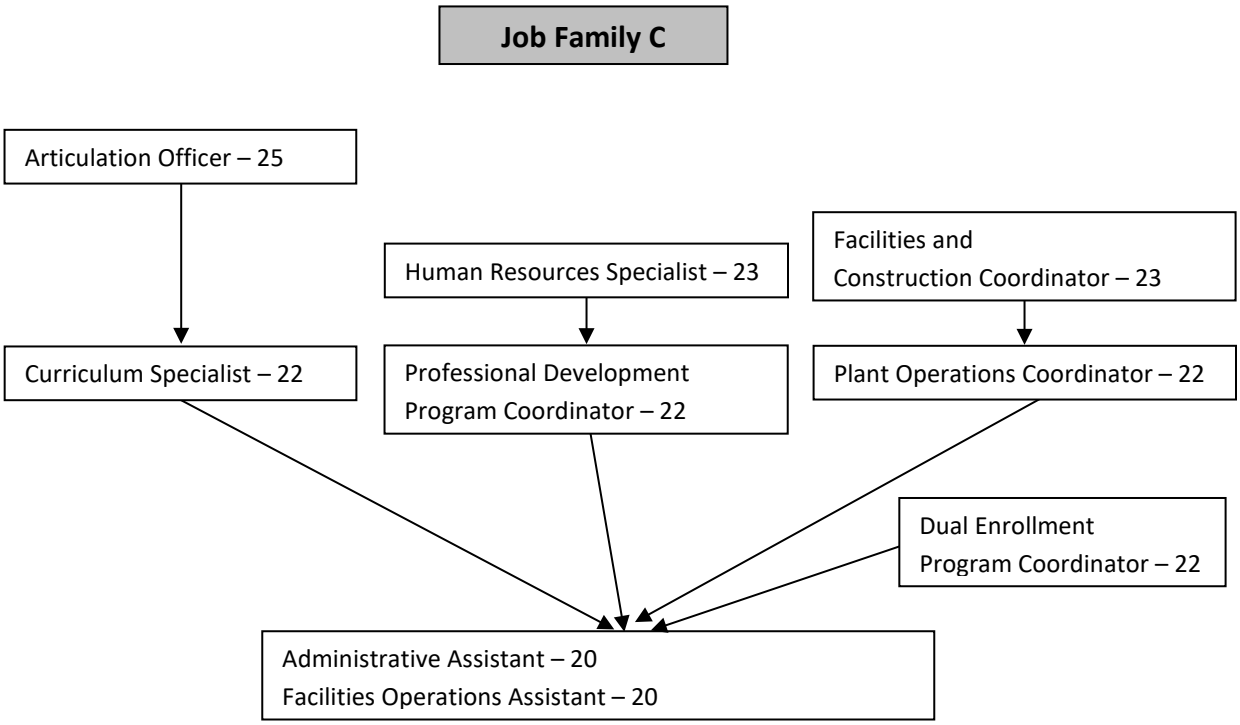
↓

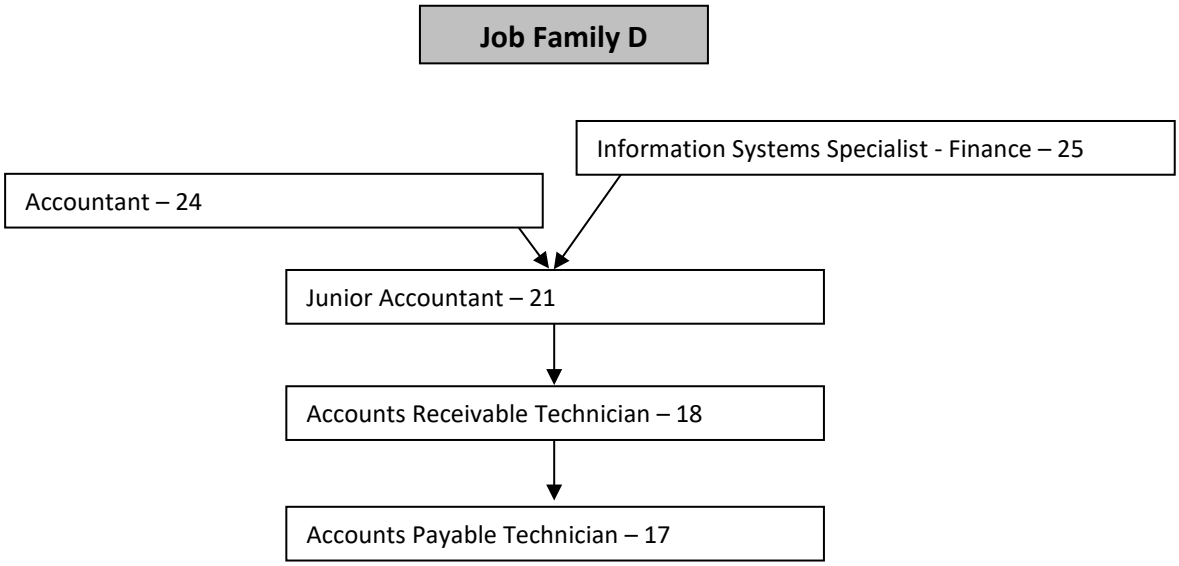
Health and Student Accessibility Services Specialist – 19
Student Accessibility Services Specialist – 19
Student Services Specialist – 19
Veterans Services Specialist – 19

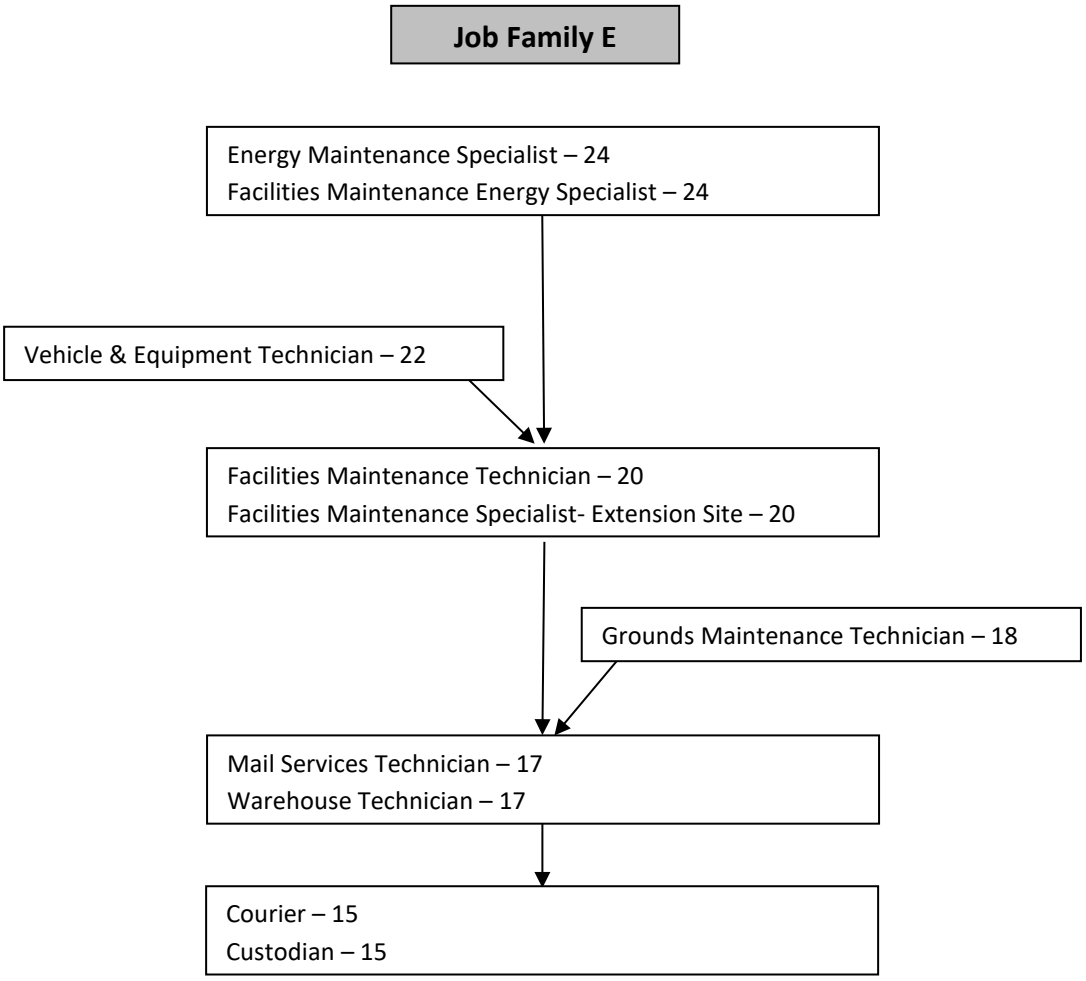
↓

Admissions & Records Technician – 18
Administrative Student Services Technician – 18
Financial Aid Technician – 18
Financial Aid Outreach Technician – 18
Health Services Technician – 18
Student Services Technician – 18


Job Family B
Security Specialist ITS – 30
Project Specialist ITS – 29
Systems Administrator – 29
Network Support Specialist – 27
Unified Communications Systems Specialist – 26
Audio Visual Multimedia Technician – 24
Academic Support & Technology Specialist – 23
Systems Support Specialist – 23


Job Family C
Articulation Officer – 25
Human Resources Specialist – 23
Facilities and
Construction Coordinator – 23
Curriculum Specialist – 22
Professional Development
Program Coordinator – 22
Plant Operations Coordinator – 22
Dual Enrollment
Program Coordinator – 22
Administrative Assistant – 20
Facilities Operations Assistant – 20


Job Family D
Information Systems Specialist - Finance – 25
Accountant – 24
Junior Accountant – 21
Accounts Receivable Technician – 18
Accounts Payable Technician – 17


Job Family E
Energy Maintenance Specialist – 24
Facilities Maintenance Energy Specialist – 24
Vehicle & Equipment Technician – 22
Facilities Maintenance Technician – 20
Facilities Maintenance Specialist- Extension Site – 20
Grounds Maintenance Technician – 18
Mail Services Technician – 17
Warehouse Technician – 17
Courier – 15
Custodian – 15

**Job Family F**

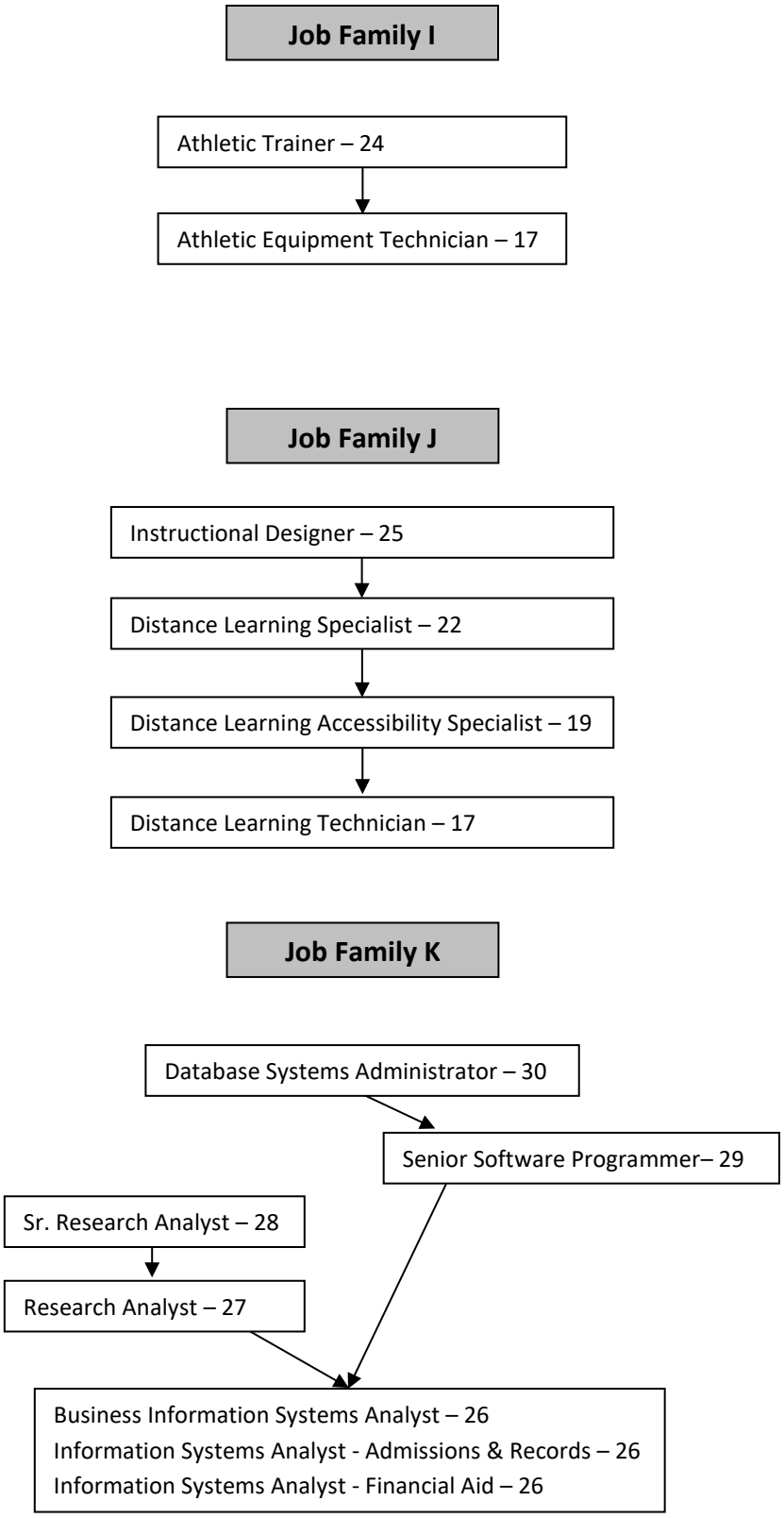
Payroll Accountant – 24
↓
Payroll Specialist – 21
↓
Payroll Technician – 20

**Job Family G**

Library Technical Specialist – 20
↓
Student Services Technician NCC Library-Learning Commons – 19
↓
Library Assistant – 18

**Job Family H**

Digital Content Specialist – 23
Graphic Designer – 23
Marketing Communications Specialist – 23
Web Content Specialist – 23
↓
Video Production Support Specialist – 22


Job Family I
Athletic Trainer – 24
Athletic Equipment Technician – 17
Job Family J
Instructional Designer – 25
Distance Learning Specialist – 22
Distance Learning Accessibility Specialist – 19
Distance Learning Technician – 17
Job Family K
Database Systems Administrator – 30
Senior Software Programmer– 29
Sr. Research Analyst – 28
Research Analyst – 27
Business Information Systems Analyst – 26
Information Systems Analyst - Admissions & Records – 26
Information Systems Analyst - Financial Aid – 26

**Job Family L**

Visual Arts and Technology Specialist, Senior – 24

↓

Visual Arts and Technology Specialist – 23

**Job Family M**

Procurement Contract Analyst – 24

↓

Purchasing Coordinator – 21

For bumping and Reemployment List purposes, a Classified employee in a Job Classification NOT identified in a Job Family, the bumping and reemployment rights will be as follows: (1) in the current Job Classification, then (2) in a Job Classification that is equal or lower in range and where the employee has held prior service.

The following single Job Classifications are NOT part of a Job Family. Classified employees in these Job Classifications can bump within their current Job Classification based on seniority but they are not eligible to bump into another Job Classification unless the employee had prior service in that classification.

Assistive Technology Specialist
Bus Driver/Custodian
Community Safety Dispatcher
Community Safety Officer
Instructional and Technology Specialist
Instructional Assistant - Applied Technology
Instructional Assistant - Astronomy
Instructional Assistant - Biological Sciences
Instructional Assistant - Chemistry
Instructional Assistant - Earth Sciences
Instructional Assistant - Environmental and Natural Sciences
Instructional Assistant - Makerspace
Instructional Assistant - Mechatronics
Instructional Assistant - Physics and Engineering
Instructional Assistant - Plant Sciences
Instructional Assistant - Public Safety Programs
Instructional Assistant - Theatre Arts
Instructional Math Center Specialist
Instructional Writing & Tutor Center Specialist - NCC
Instructional Writing Center Specialist
Reprographics Technician

When a new Job Classification is created and approved, the Union and District shall identify the Job Family that the new Job Classification will be assigned to or shall identify the new Job Classification as a single Job Class, not part of a Job Family.

## SECTION 3: LAYOFF

**Grounds for Layoff**

1. A layoff may occur for lack of work or lack of funds.
2. A layoff includes both an elimination of a position or the reduction in hours of a position.

**Notification and Hearing Procedures**

1. If a reduction or elimination of positions in the Classified service is considered due to lack of work or lack of funds, the District agrees to notify and consult with the Union prior to official action of the Board of Trustees.
2. The layoff process will be conducted pursuant to Education Code Section 88017.
3. Representatives from the District and the Union shall negotiate any effects of such layoffs not covered in this Article.

**Bumping Order**

1. The intent of the Bumping Order is to protect employment for the Classified employees with the most seniority.
2. Employees in other employee units cannot bump into the Classified Unit in the event of layoff in their current employee units.
3. An employee can bump into a position not previously held if the position is in the same Job Family (Section 2) and is equal or lower in salary range to the employee's present position.
4. An employee who is laid off from one position cannot bump into a higher classification with a higher salary range even though the employee held that previous classification.
5. After the assignment and transfer process (Article 24: Assignment and Transfer) has been completed, vacancies shall be filled in accordance with the steps below, if the vacancy fits the requirements for that step in the bumping process.
6. The bumping proceeds as follows:
    a. **First** - A Classified employee laid off or bumped from their present position shall bump the least senior employee in that classification regardless of location or work hours (which may be more or less than the employee's current work hours). Identical seniority dates are addressed in Article 20: Section 2 and apply to all of the steps in the bumping process. If an employee's work hours are being reduced (instead of layoff of the position), the employee can choose to accept the reduction in work hours and remain in their current position or bump the least senior employee in the classification to gain more hours. If the employee is the least senior person in the same Job Classification, they shall bump as outlined in the second step.
    b. **Second** - If, at the first step above, the Classified employee is the least senior employee in the current classification, they shall bump into a different classification with an equal salary range in the same Job Family and bump the least senior employee in the equal salary range regardless of classification, location, or work hours.
    c. **Third** - If, at the second step above, the Classified employee is still the least senior person at the equal salary range, they shall bump into another Job Family to maintain their current salary range providing they have held prior service in the classification in the other Job Family and there is an employee with less seniority.
    d. **Fourth** - If a Classified employee is still the least senior person after the second and third steps outlined above, the employee shall bump into the next lower salary range in the same Job Family and bump the least senior employee in the lower salary range regardless of classification, location, or work hours.
    e. **Fifth** - If a Classified employee is still the least senior person after the fourth step above, the employee shall bump into a previously held Job Classification in another Job Family and at the same salary range identified in the fourth step providing there is an employee in that classification with less seniority.
    f. **Sixth** - If a Classified employee is still the least senior person after the fourth and fifth steps outlined above, Human Resources will continue to look one salary range lower at a time to find a possible placement for the employee and by following the fourth and fifth steps above.
    g. **Seventh** - After following steps one through six above and a placement cannot be found, the Classified employee(s) remaining will be laid off.

## SECTION 4: REEMPLOYMENT

**Reemployment Rights**

1. A Classified employee laid off shall be entitled to 39-months of reemployment rights.
2. A Classified employee who accepts a voluntary demotion (either as a result of bumping or through the regular recruitment/selection process after receiving a formal notice of layoff), or a voluntary reduction in assigned time or pay in lieu of layoff maintains their 63-month reemployment rights.
3. Laid-off Classified employees, including employees whose names are placed on the Reemployment List as a result of a demotion in classification or reduction in hours, are eligible for reemployment in seniority order, with the most senior employee's name at the top of the list.
4. Classified employees shall be reemployed in the same Job Family, or in another Job Family in the classification(s) where the employee held prior service prior to layoff, in accordance with their seniority.
5. A Classified employee on layoff status will be removed from the Reemployment List only when they have been reinstated in the District service in (1) the same Job Classification and the same number of work hours they had prior to the layoff, or (2) placed into another Job Classification in the same Job Family and at the same salary range and same number of work hours the employee had prior to layoff, or (3) when placed into a classification in another Job Family where the employee held prior service and is the same salary range and same number of work hours the employee had prior to layoff or, when their 39 or 63-months reemployment rights have passed. Classified employees who wish to be removed early from the Reemployment List and waive their 39 or 63-months reemployment rights may do so in writing.
6. A Classified employee who is being recalled shall be given notice to return to work by certified mail with an Offer of Reemployment after Layoff and may also be contacted by telephone (call or text message) and/or email. Telephone or email acceptance or decline of the offer will be confirmed in writing to the employee, with a copy to the Union. The employee shall give notice of intent to return to work within ten (10) working days of the date of mailing or after the date contacted by telephone (call or text message)/email, or the employee will be deemed to have waived the right to that job. The notice of intent to return may be given orally to the CHRO or designee; but, in such cases, the employee must follow up in writing immediately. An employee must report to work within ten (10) working days of the date of the notice to return to work or shall, without good cause, be removed from the reemployment list.

   Note: Classified employees, including former employees who have been laid off and are on the reemployment list, are responsible for notifying the CHRO of any change in personal contact information, including, but not limited to, mailing address, phone number, and email.

## SECTION 5: MISCELLANEOUS

**Status of Temporary Employees**

All temporary employees, seasonal or contract, within an affected Job Classification or Job Family targeted for layoff will be terminated before any permanent Classified employees are laid off. Permanent positions will be restored before any temporary employees are rehired in an affected Job Classification or Job Family.

**Alternatives to Layoff**

The District may entertain proposals from individuals through their Union Representatives relative to alternatives to layoffs such as voluntary job sharing, voluntary early retirement, voluntary reduction in hours, etc. The determination as to its effects will be subject to negotiations between the District and the

Union. The intent, however, will be to reduce the impact of those individuals affected by a layoff decision. If the District contemplates layoff of bargaining unit members, the District shall notify the Union of the possibility of layoffs in sufficient time for the Union to exercise its rights under this section.

**Temporary Employment for Laid Off Unit Members**

Classified employees on layoff will be considered first for all temporary jobs, if they meet the minimum qualifications for the position. The CHRO will notify employees on layoff in writing by email of available temporary positions. The employees must provide a current email address by which to be notified. The employees must notify the CHRO within five (5) calendar days following the sending of the notice whether they wish to be considered for the temporary position(s). In exceptional circumstances, however, when a shorter time frame is necessary, the CHRO or other District employee can phone the eligible person(s). When notices are sent, a copy shall be sent to the Union. The CHRO will determine the qualifications and placement of all personnel in any temporary positions.

Temporary positions are created in accordance with the provisions of Education Code Section 88003 and are not created to displace permanent employees. If a laid off employee accepts a temporary position, it does not affect their reemployment rights.

**Benefits**

Laid off unit members may purchase medical insurance through COBRA for a period not to exceed eighteen (18) months beyond the date of termination at the most current premium rate. Classified employees with ten (10) years of service or more with the District and whose employment status with the District has been changed from active to inactive status due to layoff shall continue to have their current level of medical benefits paid in accordance with the salary and benefits formula through COBRA for three (3) months after date of termination unless the employee is currently covered elsewhere. Any employee paid portion of the medical benefits will continue to be the employee's responsibility.

**District Position Openings**

Notification of Classified position openings are available on the District website.

# ARTICLE 21: CLASSIFICATION SYSTEM

## SECTION 1: STATEMENT OF PRINCIPLES

A. Jobs can change and require periodic review.

B. Classified employees must not work beyond their job descriptions, and Supervisors must not expect or condone such practices. Supervisors must not change duties without prior approval from the District in consultation with the Union. Regarding temporary Out of Class (OOC) assignments, refer to Article 24, Section 1.

C. An increase in volume of work required in a position is reason for additional help, not a higher classification.

D. Reclassification is based upon job duties not job performance.

E. Positions shall be reviewed, as needed, to affirm that Classified employees are paid appropriately within their job descriptions.

F. The Reclassification Review Committee will consist of an equal number of representatives from the District and the Union.

G. A reclassification review may be necessitated by reorganization. Reorganization means a reordering or reassignment of functions, tasks, and responsibilities within an organizational unit to provide an improved, new, or different service. Reorganizations are initiated and approved by the District and modifications to existing classifications, as well as new classifications, must be approved at the negotiations table.

## SECTION 2: CLASSIFICATION

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

### Classification Plan

The Classification Plan shall consist of those Classification Titles and descriptions for all positions in the District's Classified service as approved by the Board of Trustees.

### Classification Title

The Classification Title in the Classification Plan is issued as a payroll title and represents the position an individual occupies within a classification system in the District.

### Minimum Qualifications Statement

The Minimum Qualifications Statement outlines the position elements; statutory requirements (i.e. licenses); physical suitability requirements; environmental exposures and hazardous conditions. Each job description will include the knowledge, skills, and abilities, and may include the education and experience guidelines.

### New Classification Request

When requesting a new classification, the following information shall be provided to the Chief Human Resources Officer (CHRO).

1. A statement indicating that an existing classification does not meet the operational needs of the District along with specific information as to why.
2. A completed Job Analysis Questionnaire. Salary placement for all newly created classifications will be subject to negotiations.

## SECTION 3: RECLASSIFICATION

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. [Education Code Section 88001 (f)]

**The Reclassification Review Process**

1. July 1: Classified employees will be solicited by the CHRO to submit their request to be considered for reclassification.
2. August 1: Deadline for submission.
3. September 1: Classified employees in the positions that have been selected for reclassification review will be notified. At that time, the employees will be required to complete the Job Analysis Questionnaire. The Union may assist employees in completing the Job Analysis Questionnaire.
4. October 1: Job Analysis Questionnaires are due to Human Resources. They must be signed by the employee and the Supervisor. Employees and Supervisors shall attach all relevant materials.
5. October thru March: Copies of completed signed Job Analysis Questionnaires will be reviewed by the committee.
6. March 1: All Classified employees in the Reclassification Review will be notified of the findings.
7. March 15: All Classified employees whose job titles changed and who would like to appeal the findings will notify Human Resources.
8. April 1 thru April 30: Appeals will be scheduled, as needed.
9. May 1: All positions in the Reclassification Review will be submitted to the Board of Trustees for approval on the May agenda.
    a. Changes in compensation will be retroactive to July 1 of the fiscal year in which the initial request was submitted.
    b. A “y-rate” means that a position is reclassified to a classification with a lower hourly range. The hourly rate of the incumbent shall be “y-rated” effective July 1 of the fiscal year in which the initial request was submitted. The anniversary date of the incumbent shall not change. Such “y-rated” hourly rates shall remain in effect until the hourly step of the lower range to which the incumbent is entitled equals or exceeds the amount of the “y-rated” hourly rate. Longevity increases are not incorporated in the “y-rate”. Employees “y-rated” will retain their transfer right for one (1) year from the effective date the “y-rate” is approved by the BOT.

## SECTION 4: MARKET ANALYSIS

Periodically it may be necessary to conduct a job/labor market analysis to ensure that Classified positions are benchmarked appropriately. This market analysis will only be conducted as negotiated between the Union and the District. During a market analysis the Reclassification Process, as described in Section 3 above, will be suspended.

# ARTICLE 22: PERSONNEL FILE

## SECTION 1: GENERAL PROVISION

There shall be one (1) official District Personnel File for each Classified employee maintained in the District's Human Resources Office. The Personnel File may consist of the following materials, which are not all inclusive:

A. Initial Employment Records
   1. Application
   2. Supplemental Application(s)
   3. Transcripts of Academic Records
   4. Verification of Related Work Experience
   5. Pre-employment Inquiries, such as Interview Records, Letters of Recommendation, Testing Material, and/or Health Verification Document(s)
   6. Offer of Employment or Re-employment
   7. Approval of Employment – Action by the Board of Trustees

B. Service Records
   1. Evaluation Reports including Professional Growth Reports
   2. Written Complaints and Disciplinary Actions
   3. Written Rebuttals to Written Complaints and Disciplinary Actions
   4. Letters of Recommendation
   5. Safety Rules Acknowledgement
   6. Annual Employee Salary Data Form
   7. Periodic Evidence of Chest X-Ray or Approved Intradermal Tuberculin Test

Only materials in the official District Personnel File shall be used in any proceeding affecting the status of the Classified member's employment with the District.

Any person who places material in the Personnel File shall sign and signify the date on which it was drafted. Any written material placed in the Personnel File shall indicate the date of placement.

## SECTION 2: INSPECTION OF PERSONNEL FILES

A. A Classified employee may, by request, inspect their Personnel File in Human Resources. Personnel Files shall be available for inspection during the normal business hours of Human Resources.

B. The Classified employee's request for inspection shall normally be during a time when the employee is not required to render service to the District or the employee has the permission of their immediate supervisor to be absent from work for a specific period of time and proper arrangements have been made for file inspection.

C. Inspection of the Classified employee's Personnel File is not to include ratings, reports, or records that:
   1. Were obtained prior to the employment of the person involved,
   2. Were prepared by identifiable examination committee members, or
   3. Were obtained in connection with a promotional examination.
      a. Personnel Files shall not be removed from Human Resources without prior approval of the Chief Human Resources Officer (CHRO) or Designee.

b. Personnel Files shall be inspected in the presence of an official of Human Resources or other designated employee.

c. A Classified employee may be accompanied by a Union representative or other designated person when inspecting their file. Anyone other than an appropriate District employee must have written authorization by the employee, if not accompanied by them.

d. Personnel Files are subject to inspection by third parties (1) with the written consent of the Classified employee or (2) pursuant to a subpoena issued in accordance with applicable State or Federal law or (3) the order of a court of competent jurisdiction. Upon receiving a subpoena or court order requesting the production of the records, Human Resources shall give the employee oral and written notice as soon as possible, but no later than five (5) working days after receiving the subpoena or other order, when legally permissible to do so. In order to protect the employee's right to privacy, prior to complying with subpoena or court order, Human Resources shall authenticate the order and consult legal counsel as may be necessary.

e. Information contained in an employee's Personnel File that is a public record as defined by the California Public Records Act, commencing with Section 6250 of the Government code, is subject to inspection by the public in accordance with the Act.

## SECTION 3: COPY OF RECORDS

Upon request, any Classified employee may receive copies of materials in their Personnel File. The first copy of each document is free. The employee shall pay for the cost of reproduction of additional copies in accordance with the fee schedule in effect at the time the request is made (AP 3300).

## SECTION 4: INFORMATION OF A DEROGATORY NATURE

Information of a derogatory nature, except materials mentioned under Inspection of Personnel Files, Section 2C, shall not be entered or filed unless and until the Classified employee is given notice and an opportunity to review and comment thereon. The information shall be considered a part of the Personnel File when (1) time for filing a grievance has lapsed, or (2) the document has been sustained by the grievance process. If the grievance is sustained, the information shall not be considered a part of the Personnel File and is a Class 3 disposable record within the meaning of 5 CA ADC Section 59022.

The CHRO shall inform the Classified employee of receipt of derogatory material. The employee shall have ten (10) working days from date of receipt to enter a response to any derogatory material. If an initial response is received within the ten (10) working day period and additional time requested for the employee to do additional investigation for the response, the CHRO shall grant a reasonable time for submittal of an additional response.

Anonymous documents of a derogatory nature shall not be placed in the Personnel File of a Classified employee.

## SECTION 5: SEALING OF DEROGATORY INFORMATION

After two (2) years from date of notification, a Classified employee may request in writing to the CHRO, to have materials of a derogatory nature in their Personnel File sealed.

The request shall be acted upon by the Superintendent/President within a reasonable period of time from receipt of the written request.

The Classified employee, at any time, can unseal the materials.

The Superintendent/President may unseal the materials if it is necessary for the investigation of a subsequent serious disciplinary event. The Superintendent/President shall notify the Classified employee of the time, date, and place of such action. The employee may be present and may be accompanied by a Union representative.

The material may be used in a disciplinary proceeding as evidence only when its use is ruled appropriate in light of this section by the Hearing Officer, panel, or judge.

### SECTION 6: CORRECTION OF RECORD

A Classified employee may request a correction of any record or material that is incorrectly or improperly placed in the employee's Personnel File. The request for correction should be made to the Superintendent/President or Designee. If the correction is approved, the CHRO shall make the correction within a reasonable period of time.

# ARTICLE 23: LEADS

## SECTION 1: CRITERIA

A Classified employee assigned as a Lead shall remain a member of the bargaining unit. A Lead is not a separate Job Classification. Lead duties are defined within the scope of responsibility in Section 3. A Lead is intended to assist the Supervisor in the daily activities of the department/area. The Lead works closely with the department/area Supervisor to determine the best procedures and schedules for their area. The Lead reports directly to the department/area Supervisor. The Supervisor shall work with and through the Lead to revise work schedules or assignments.

The Lead is not a Supervisor. Should the Supervisor be absent, supervisory duties become the responsibility of the next higher level of management. In the absence of the Lead, the department/area Supervisor is responsible for those duties normally performed by the lead.

## SECTION 2: PARAMETERS FOR ESTABLISHMENT OR CONTINUANCE OF A LEAD

A. The justification for the establishment or continuance of a Lead assignment shall be brought forward to the negotiating table by either the Union or the District based on an assessment of the department/area. An assessment instrument will be developed jointly by the Union and the District, reviewed and, if recommended, forwarded to Executive Council for approval. See Appendix B for the Annual Justification for New or Continuing Lead Assignment Form.

B. The establishment or continuance of a Lead may be initiated in a department/area in which there is no direct supervision, or in a department/area in which the workload of the Supervisor justifies a lead to carry out duties as defined in the scope of responsibility in Section 3 below.

C. A Lead continues performance of typical duties of employees in classifications being led based on operational needs. A Lead performs these duties for 25% to 75% of the average work week.

D. A Lead performs lead duties within the scope of responsibility (see Section 3 below). A Lead performs these duties for 25% to 75% of the average work week.

E. In the event a Lead position is discontinued, the incumbent, if any, shall receive the stipend through the end of the month in which notification was given.

## SECTION 3: SCOPE OF RESPONSIBILITY OF A LEAD

A. Guides and assists Classified employees in the daily operations of the assigned area.

B. Schedules and assigns work for Classified employees, including regular, temporary, substitutes, and students.

C. Provides training on specific job tasks to employees in the assigned area.

D. Represents the department/area at meetings as appropriate.

E. Provides input into the department/area budget.

F. Apprises Supervisor on a regular basis regarding current status of scheduling and performance of work assignments. On-going communication between the Supervisor and the Lead is essential.

G. Assists in administrative duties as appropriate (e.g., ordering supplies, recordkeeping, reporting, etc.)

H. Refers issues outside the regular daily operations to the next level Supervisor on occasions when the Supervisor is absent.

## SECTION 4: PROCESS FOR ASSIGNING A LEAD

A. If a Lead assignment is available, the District shall post the assignment for a period of five (5) working days. All applicants must submit interest cards by the posted deadline.

B. Applicants must be permanent Classified employees in one of the classes within the lead assignment. Probationary employees are not eligible.

C. Interviews of all applicants will be conducted by a committee comprised of the department/area Supervisor, and a Lead from another department/area. This committee will make a recommendation to department/area Supervisor.

D. The new Lead shall receive formal training and orientation in areas such as budgets, processing of requisitions and other standard forms, scheduling, work assignments, and other duties that may be related to the specific work area. Training shall be the responsibility of the department area Supervisor.

E. A Lead may request to be reassigned back to the regular classification at any time. The stipend ceases as of the effective date of reassignment.

F. Assignments may be made up to one (1) year and will expire on June 30 of each year. A Lead assignment may be extended for an additional year following the approval process as noted above in Section 2, without engaging in a new selection process.

## SECTION 5: EVALUATION

A. The Supervisor will assess the Lead's effectiveness in carrying out the scope of responsibility of the Lead duties in conjunction with the Classified employee's annual Evaluation (See Article 17), and determine whether the Lead will continue in the Lead assignment. This Evaluation incorporates a self-evaluation by the Lead and a written summary by the Supervisor of the verbal input from employees being led. During the first year assignment, the Lead shall be evaluated at ninety (90) and one-hundred eighty (180) calendar days.

B. In the event the Supervisor or the District recommends that the Classified employee no longer perform the Lead duties, the employee shall receive the stipend through the end of the month in which notification was given.

C. Additional Evaluations for any Classified employee may be requested by the Chief Human Resources Officer (CHRO,) the appropriate Vice President, or the immediate Supervisor.

D. In the event an additional Evaluation is conducted during the assignment year and the recommendation is that the Lead duties be discontinued, the Classified employee shall receive the stipend through the end of the month in which notification was given.

## SECTION 6: GRIEVANCE APPLICABILITY

A grievance may be filed by a Lead in the event the process in the Evaluation has not been followed.

## SECTION 7: COMPENSATION

Compensation for a Lead shall be a ten percent (10%) stipend above their regular rate of pay.

## SECTION 1: OUT-OF-CLASS ASSIGNMENTS (OOC)

If, during a college year, it is necessary to assign a regular Classified employee to perform an assignment or service in addition to their regular assignment, a community college district shall pay the Classified employee on a pro rata basis for the additional assignment or service, not less than the compensation and benefits that are applicable to the classification of the additional assignment or service during the regular college year, unless the community college district has negotiated a contract that allows for a lesser pay scale. A community college district shall inform a Classified employee of the compensation and benefits of the additional assignment or serve before the employee commences the additional assignment or service. [Education Code Section 88002(b)]

A. General Provisions

1. All requests for temporary Out-of-Class Assignments must be approved in advance by the District in consultation with the Union using the Advance Request for a Temporary Assignment Out-of-Class Form (See Appendix B).
2. The parties agree that it is the District's responsibility to assign work. It is a mutual responsibility of the District and the Classified employee to identify and to correct out-of-class assignments not approved in advance. An employee who believes they are working out-of-class, that has not been approved in advance, shall notify their immediate Supervisor, the Chief Human Resources Officer (CHRO), and the Union in writing. The CHRO will review the situation with the appropriate VP and determine the outcome or, when necessary, the Superintendent/President will make the final determination.
3. Initial OOC assignments are limited to six (6) months duration, with the opportunity to extend the assignment by an additional six (6) months. All OOC assignments, regardless of when the assignment began, terminate after one (1) year's duration and/or the completion of the assignment or reclassification review. Any period longer than one (1) year must be mutually agreed upon by the District and the Union. OOC assignments are based on the duties performed.
4. OOC assignments cannot be extended by transferring any work that was included in or pertains to the original OOC assignment to a different Classified employee.

B. Pay Rates for Working Out-Of-Class

1. Whenever a Classified employee is assigned to perform duties inconsistent with those assigned to the position by the District beyond a regular work week, the employee shall be compensated at the hourly pay rate (as indicated below) for all such time the employee is required to work outside of their classification:

**Assignment of OOC Duties in an Existing Classification**

- If assignment is made to a range that is 1-2 ranges higher, 5% pay above the regular rate of pay.
- If assignment is made to a range that is 3-4 ranges higher, 10% pay above the regular rate of pay.
- If assignment is made to a range that is 5-6 ranges higher, 15% pay above the regular rate of pay.
- If assignment is made to a range that is 7-8 ranges higher, 20% pay above the regular rate of pay.
- If assignment is made to a range that is 9-10 ranges higher, 25% pay above the regular rate of pay.

**Assignment of Duties of a Non-Existing Classification**

- The parties agree that it is the District's responsibility to assign work. It is the mutual responsibility of the District and the Classified employee to identify and to correct OOC assignments not approved in advance.
- If an assignment needs to be made to a non-existing classification, the District and the Union will determine the appropriate pay differential at increments of five percent (5%).

## SECTION 2: SUBSTITUTE ASSIGNMENTS FOR LEAVE AND VACANCY REPLACEMENTS

Persons temporarily employed by the District to fill regular vacant permanent Classified position shall be classified as a vacancy replacement.

**Substitute Employee**

"Substitute employee," as used in this section, means any person employed to replace any Classified employee who is temporarily absent from duty. In addition, if the District is then engaged in a procedure to hire a permanent employee for fill a vacancy in any Classified position, the Governing Board may fill the vacancy through the employment, for not more than sixty (60) calendar days, of one or more substitute employees, except to the extent that a Collective Bargaining Agreement then in effect provides for a different period of time. [Education Code Section 88003]

For the purposes of this Agreement, the District and the Union have agreed to a period not to exceed one-hundred ninety-five (195) work days for any person employee to replace any Classified employee who is temporarily absent from duty.

For the purposes of this Agreement, the District and the Union have agreed to one-hundred twenty (120) calendar days if the District is engaged in a procedure to hire a permanent Classified employee to fill a vacancy in any Classified position.

When a vacancy occurs in a Classified position, the District may fill the position using one of two means:

- Offer the position to existing permanent Classified employees through an internal selection process. NOTE: Probationary employees are not eligible.
- Fill the position using an external substitute pool.

The following procedures will be used for the internal selection process:

1. The District shall post the substitute opportunity for a period of three (3) working days.
2. All regular Classified employees of the District who are interested in the substitute opportunity must submit an Interest Card (including a letter of intent) by the posted deadline date to be considered for a posted vacancy. The letter of intent is to include a statement identifying how the employee meets the necessary knowledge, skills, and abilities of the position. NOTE: Probationary employees are not eligible.
3. The Supervisor of the department where the substitute opportunity exists will interview those Classified employees who applied. The interview process will include the Supervisor, an EEO Representative, and a Classified Representative appointed by the Union.
4. If more than one Classified employee applies and all are qualified, seniority may be among the factors considered.

5. An individual employed in either a leave replacement position or vacancy replacement position is required to apply for the regular position in accordance with the process as described in Section 4 of this Article.
6. If a permanent Classified employee is selected for the substitute position, they will provide two (2) weeks' notice to their Supervisor unless another time frame is mutually agreed upon.

**Pay Rates for Temporary Leave and Vacancy Replacements**

1. A Classified employee who assumes the duties of a position in a Job Classification at a pay range that is equal to their regular assignment's pay range shall be entitled to retain their pay range and step in the substitute position.
2. A Classified employee who assumes the duties of a position in a Job Classification that has a lower pay range than their regular assignment's pay range shall be placed at their current pay step on the lower pay range and shall retain their original step increase date based on their original date of hire in a regular Classified position with the District.
3. A Classified employee who assumes the duties of a position in a Job Classification that has a pay range higher than their regular assignment's pay range shall be placed on Step A on the pay range of the vacated position or shall be placed at the Step that is approximately five percent (5%) higher (no less than a $.10 differential) than their current hourly rate of pay, whichever is greater, based on Appendix A.
4. A substitute employee employed from the external substitute pool shall be placed on Step A on the pay range of the vacated position.

## SECTION 3: PLACEMENT AND LATERAL TRANSFER TO PERMANENT POSITIONS

When a new or replacement permanent Classified position is approved, prior to recruitment it will be offered to employees in the following order:

1. Voluntary transfer of current Classified employees in the same classification.
2. Placement of Classified employees or former employees in accordance with applicable law and Article 20: Classified Seniority and Layoff Procedures.

**Lateral Transfer**

In the same Job Classification, Lateral Transfer can occur through one of the following options.

A Classified employee who accepts a lateral transfer into the same Job Classification currently held by the employee shall retain their current pay range and step and their original step increase date based on their original date of hire in a regular Classified position with the District.

***District Initiated***

The District may at any time transfer a regular Classified employee for purposes of economics and efficiency from one position to another position in the same Job Classification (e.g., Student Services Technician, range 18 to Student Services Technician, range 18). The District will consult with the Union regarding any anticipated transfer. Should the transfer result in a change of location (more than 15 miles from their assigned campus), the District will consult with the Union prior to taking any action. The District will work in good faith to ensure that the employee is not adversely affected.

***Employee Initiated***

A Classified employee may request a transfer to a vacant position according to the following procedure:

1. The District shall post all lateral transfer opportunities for a period of three (3) working days.
2. All regular Classified employees who occupy the same Job Classification (e.g., Student Services Technician, Range 18) must submit an Interest Card by the posted deadline date to be considered for a transfer opportunity. NOTE: Probationary employees are not eligible.
3. The Supervisor of the department where the vacancy exists will interview those Classified employees who applied. The interview process will include the area Supervisor, an EEO Representative, and a Classified Representative appointed by the Union.
4. The Supervisor of the department where the vacancy exists may consider all relevant materials in each Classified employee(s) Personnel File prior to selection.
5. The CHRO may decline a Classified employee's request for lateral transfer when an employee's performance has been documented as less than satisfactory.
6. Seniority may be among the factors considered in the event more than one Classified employee applies for the position.
7. In the event no Classified employee applies or no employee is successful in obtaining the position, the District shall post the vacancy by using the external recruitment process (see Hiring Guide).
8. A permanent Classified employee who is transferred shall serve a probationary period of ninety (90) days. The employee's performance shall be evaluated in the first and second months per Article 17: Evaluations. If the Supervisor or the employee requests, the employee shall be granted reinstatement to their former permanent position, even if it results in a layoff.

## SECTION 4: OPEN RECRUITMENT

A. General Provisions
   1. The Open Recruitment process requires a determination by the CHRO that it is in the best interest of the District to proceed.
   2. In accordance with Title V, Section 53021 et seq., "in-house" or "promotional only" recruitment shall not be used except when "business necessity dictates."
   3. All regular Classified employees may submit their application in accordance with the established District employment process.
   4. If a permanent Classified employee is selected for the position, they will provide two (2) weeks' notice to their Supervisor, unless another time frame is mutually agreed upon.

B. Open Recruitment Employment List
   1. The Supervisor may utilize and select a successful applicant from an Open Recruitment Employment List.
   2. The selection of an individual from the Open Recruitment Employment List may occur after an applicant who was selected during the initial open recruitment process subsequently resigns or fails the probationary period or another position in the same Job Classification becomes vacant.
   3. The Open Recruitment Employment List may be utilized for up to six (6) months after the first applicant was employed.
   4. After six (6) months, the District will follow the appropriate recruitment process starting with the lateral transfer processes described in Section 3 of this Article.

C. Pay Rates for Permanent Placements

1. A regular Classified employee who accepts a vacant permanent promotional position shall be placed on Step A of the pay range of the vacant position or shall be placed at the step which is approximately 5% higher (no less than a $.10 differential) than their current hourly rate of pay, whichever is greater, based on Appendix A, and shall retain their original step increase date based on their original date of hire in a regular Classified position with the District.
2. A Classified employee who assumes the duties of a position in a Job Classification at a pay range which is equal to their regular assignment's pay range shall be entitled to retain their pay range and step and their original step increase date based on their original date of hire in a regular Classified position with the District.
3. A regular Classified employee who is filling a vacant permanent position as a substitute assignment and is subsequently selected for the same position as a permanent assignment shall remain at the temporary placement range and step rate until their next step increase (anniversary) date.
4. A Classified employee who accepts a position in a Job Classification that has a lower pay range than the employee's current Job Classification, shall be placed at their current pay step on the lower pay range and shall retain their original step increase date based on their original date of hire in a regular Classified position with the District.

# ARTICLE 25: TRAINING AND DEVELOPMENT

## SECTION 1: TRAINING

The District acknowledges and encourages training to enhance Classified employees' performance of their duties at Sierra College and to prepare them for growth potential within the District. Training can be conducted either in-District or through external means and includes on-the-job departmental training, special classes/courses, or training provided through Professional and Organizational Development (POD).

In support of Classified employees participating in approved training, the District will:

- Provide release time from their regular job, flex time, compensatory time off, or overtime to attend training.
- If presenting, provide release time during their regular work schedule, flex time, compensatory time off, or overtime scheduling and pay to prepare and/or deliver the training.

Classified employees interested in attending trainings shall meet with their Supervisor in advance of the training to discuss the training topic, date(s) and time(s), get the Supervisor's approval to attend the training and get the Supervisor's decision on the type of payment for attending (release time, flex time, compensatory time off, or overtime in accordance with Article 10: Hours and Overtime).

When Classified employees have been requested by other Supervisors to provide training or have been selected to provide training through POD, the Supervisor of the requesting department or POD will contact the Supervisor of the employee selected to provide the training to discuss the training information, date(s) and time(s), as well as possible preparation time. The Supervisor will then meet with the employee and determine if the preparation and training delivery time will be conducted during the regular work schedule or through release time, flex time, compensatory time, or overtime in accordance with Article 10: Hours and Overtime.

## SECTION 2: RELEASE TIME TO ATTEND SIERRA COLLEGE CLASSES

The District agrees to paid release time for Classified employees to attend Sierra College classes that directly relate to and would benefit the employee's performance of their duties. All requests must receive prior approval from the Executive Team. The District will reimburse employees the fees for books and tuition upon successful completion (Grade C or higher/Passing).

The District and the Union agree that Classified employees who are allowed the opportunity to flex their schedules for educational purposes are not entitled to shift differential if their flexible schedule places the employee in such a contractual obligation.

## SECTION 3: COLLABORATIVE TRAINING

For the collaborative process to be maintained and supported, all Classified employees in their first year of employment are required to attend collaborative training.

## SECTION 4: JOB SHADOWING

Job shadowing occurs when a Classified employee normally assigned to one position is temporarily released from the employee's regular assignment in order to observe and learn new job skills from another employee. Job shadowing provides an opportunity for an employee to learn about a different position for job enrichment purposes and to learn about District operations.

## ARTICLE 25: TRAINING AND DEVELOPMENT

Classified employee may request to job shadow any position within the Classified Job Classifications. Employees who job shadow will continue to be paid at the same level as their regular assignment and will not be compensated for working out-of-class. Seniority will not be affected.

A Classified employee should submit a request, in writing, to the employee's immediate Supervisor and to the Supervisor of the position the employee wishes to job shadow. The employee should identify the position and include a specified number of hours/days/weeks the employee wishes to shadow the position.

The affected Supervisor(s), in consultation with Human Resources will determine if and when the Classified employee's request can be accommodated.

# ARTICLE 26: CONTRACTING OUT

## SECTION 1: GENERAL

This Article sets forth provisions for dealing with work assignments of the District and the Union. Compliance with this section requires the completion of the Contracting Out Form (See Appendix B).

Work assignments are considered in four basic categories, which are listed in the following sections.

## SECTION 2: CATEGORY A – EMERGENCY/NON-UNION WORK

Examples of work in this category are:

- Maintenance contracts
- Warranty repairs
- Requirements of insurance contracts
- Required by law
- Emergency situations that involve the imminent loss of or danger to District property, the safety of students, or employees and requires immediate attention.

## SECTION 3: CATEGORY B – SPECIAL SKILLS AND HAZARDOUS/HIGH-RISK WORK

Work in this category requires notification and consultation between the District and the Union before the work is contracted out. Examples of work in this category may include:

- Work requiring a special license or permit,
- Jobs that are of high risk or pose significant liability for the District,
- Work requiring specialized training or skill, and/or
- Work requiring specialized equipment.

The District and the Union agree to review this category upon request to determine if training or special licensing for existing employees would be warranted (e.g. cost effective, health and safety issue, liability).

## SECTION 4: CATEGORY C – UNIT WORK

This is work that is currently being performed within the Classified service as reflected in Job Descriptions.

Decisions on which work may be contracted out are subject to a notification and consultation process between departmental Classified employees, Leads where appropriate, and Supervisor. Disputes that cannot be resolved by the consultation shall be referred to the Chief Human Resources Officer (CHRO) and the Union Business Manager for resolution. It may be determined that work needs to be contracted based on the following considerations:

- Scope of the project,
- Time requirements of the project,
- Need for District personnel to do primary work,
- Budget parameters, and/or
- Willingness of staff to accept overtime.

## SECTION 5: CATEGORY D – WHOLE UNIT OR SERVICE

Contracting out the work of a whole unit or service currently performed by Classified employees is subject to negotiations in accordance with the law at this time.

## ARTICLE 27: TERM OF AGREEMENT AND REOPENERS

This Agreement shall remain in full force and effect up to and including June 30, 2027.

The parties agree to reopen the Agreement in September of each year to consider issues remaining to be resolved. For the 2024-2025 school year, the Parties may reopen one (1) article each. For the 2025-2026 school year, the Parties may reopen one (1) article each. For the 2026-2027 school year, the Parties may reopen any article(s). The issues to be reopened, including economic issues, will be mutually shared with the other party prior to beginning reopened negotiations and presented by the Board to the public in a joint proposal. Throughout the term of this Agreement, issues that require resolution will be identified by the parties using the interest-based model.

By mutual agreement, the parties may open this Agreement to include modifications to the Agreement that have been duly ratified by each party.

The parties will provide notice to the public of these negotiations in accordance with law.

Date: Sep 25, 2026

| FOR THE DISTRICT | FOR THE UNION |
| --- | --- |
| Ryan Davis | Gregory B Harnage |
| Cameron Abbott | Robert DeLong |
| Corrine Vieira | Christina Molina |
| David Martin (Sep 25, 2026 09:01:53 PDT) | Kelly Jones |
| | Tanya Zito |

## CLASSIFIED HOURLY SALARY SCHEDULE AND JOB CLASSIFICATION LISTING - JULY 2026

**Classified Hourly Salary Schedule**

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| | | 5.00% | 5.00% | 5.00% | 5.00% | 2.50% | 0.00% | 2.50% |
| **Range** | | | | | | | | |
| 14 | $23.33 | $24.52 | $25.73 | $27.03 | $28.37 | $29.10 | $29.10 | $29.80 |
| 15 | $24.52 | $25.73 | $27.03 | $28.37 | $29.79 | $30.55 | $30.55 | $31.30 |
| 16 | $25.73 | $27.03 | $28.37 | $29.79 | $31.29 | $32.09 | $32.09 | $32.89 |
| 17 | $27.03 | $28.37 | $29.79 | $31.29 | $32.87 | $33.68 | $33.68 | $34.52 |
| 18 | $28.37 | $29.79 | $31.29 | $32.87 | $34.50 | $35.37 | $35.37 | $36.26 |
| 19 | $29.79 | $31.29 | $32.87 | $34.50 | $36.24 | $37.13 | $37.13 | $38.07 |
| 20 | $31.29 | $32.87 | $34.50 | $36.24 | $38.06 | $39.00 | $39.00 | $39.98 |
| 21 | $32.87 | $34.50 | $36.24 | $38.06 | $39.96 | $40.95 | $40.95 | $41.97 |
| 22 | $34.50 | $36.24 | $38.06 | $39.96 | $41.94 | $42.99 | $42.99 | $44.07 |
| 23 | $36.24 | $38.06 | $39.96 | $41.94 | $44.06 | $45.15 | $45.15 | $46.29 |
| 24 | $38.06 | $39.96 | $41.94 | $44.06 | $46.27 | $47.40 | $47.40 | $48.60 |
| 25 | $39.96 | $41.94 | $44.06 | $46.27 | $48.58 | $49.79 | $49.79 | $51.04 |
| 26 | $41.94 | $44.06 | $46.27 | $48.58 | $51.02 | $52.29 | $52.29 | $53.59 |
| 27 | $44.06 | $46.27 | $48.58 | $51.02 | $53.56 | $54.90 | $54.90 | $56.29 |
| 28 | $46.27 | $48.58 | $51.02 | $53.56 | $56.24 | $57.64 | $57.64 | $59.09 |
| 29 | $48.58 | $51.02 | $53.56 | $56.24 | $59.04 | $60.52 | $60.52 | $62.04 |
| 30 | $51.02 | $53.56 | $56.24 | $59.04 | $61.99 | $63.56 | $63.56 | $65.13 |

Effective 7/1/26

Note:
(1) COLA July 1, 2015 - 3.5% on schedule increase
(2) COLA January 1, 2017 - 2% on schedule increase
(3) COLA July 1, 2019 - 4.5% on schedule increase
(4) COLA July 1, 2021 - 3% on schedule increase
(5) COLA July 1, 2022 - 6% on schedule increase
(6) COLA July 1, 2023 - 8% on schedule increase
(7) COLA July 1, 2024 - 2.4% on schedule increase
(8) COLA July 1, 2025 - 2.3% on schedule increase
(9) COLA July 1, 2026 – 4.31% on schedule increase

## CLASSIFIED HOURLY SALARY SCHEDULE AND JOB CLASSIFICATION LISTING - JULY 2026

**Classified Job Classification Listing**

| Position Title | Range | Hourly |
|---|---|---|
| Academic Support and Technology Specialist | 23 | $36.24 - $46.29 |
| Accountant | 24 | $38.06 - $48.60 |
| Accounts Payable Technician | 17 | $27.03 - $34.52 |
| Accounts Receivable Technician | 18 | $28.37 - $36.26 |
| Administrative Assistant | 20 | $31.29 - $39.98 |
| Administrative Student Services Technician | 18 | $28.37 - $36.26 |
| Admissions & Records Specialist | 20 | $31.29 - $39.98 |
| Admissions & Records Technician | 18 | $28.37 - $36.26 |
| Articulation Officer | 25 | $39.96 - $51.04 |
| Assistive Technology Specialist | 21 | $32.87 - $41.97 |
| Athletic Equipment Technician | 17 | $27.03 - $34.52 |
| Athletic Trainer | 24 | $38.06 - $48.60 |
| Audio Visual Multimedia Technician | 24 | $38.06 - $48.60 |
| Basic Needs and Support Services Specialist | 21 | $32.87 - $41.97 |
| Bus Driver/Custodian | 15 | $24.52 - $31.30 |
| Business Information Systems Analyst | 26 | $41.94 - $53.59 |
| Career Specialist | 20 | $31.29 - $39.98 |
| Community Safety Dispatcher | 17 | $27.03 - $34.52 |
| Community Safety Officer | 15 | $24.52 - $31.30 |
| Courier | 15 | $24.52 - $31.30 |
| Curriculum Specialist | 22 | $34.50 - $44.07 |
| Custodian | 15 | $24.52 - $31.30 |
| Database Systems Administrator | 30 | $51.02 - $65.13 |
| Digital Content Specialist | 23 | $36.24 - $46.29 |
| Distance Learning Specialist | 22 | $34.50 - $44.07 |
| Dual Enrollment Program Coordinator | 22 | $34.50 - $44.07 |
| Energy Maintenance Specialist | 24 | $38.06 - $48.60 |
| Enrollment Specialist | 20 | $31.29 - $39.98 |
| Facilities and Construction Coordinator | 23 | $36.24 - $46.29 |
| Facilities Maintenance Energy Specialist | 24 | $38.06 - $48.60 |
| Facilities Maintenance Specialist - Extension Site | 20 | $31.29 - $39.98 |
| Facilities Maintenance Technician | 20 | $31.29 - $39.98 |
| Facilities Operations Assistant | 20 | $31.29 - $39.98 |
| Financial Aid Outreach Technician | 18 | $28.37 - $36.26 |
| Financial Aid Specialist | 20 | $31.29 - $39.98 |
| Financial Aid Technician | 18 | $28.37 - $36.26 |
| Graphic Designer | 23 | $36.24 - $46.29 |
| Grounds Maintenance Technician | 18 | $28.37 - $36.26 |
| Health and Student Accessibility Services Specialist | 19 | $29.79 - $38.07 |
| Health Services Technician | 18 | $28.37 - $36.26 |
| Human Resources Specialist | 23 | $36.24 - $46.29 |
| Information Systems Analyst - Admissions & Records | 26 | $41.94 - $53.59 |
| Information Systems Analyst - Financial Aid | 26 | $41.94 - $53.59 |
| Information Systems Specialist - Finance | 25 | $39.96 - $51.04 |
| Instructional and Technology Specialist | 22 | $34.50 - $44.07 |
| Instructional Assistant - Applied Technology | 20 | $31.29 - $39.98 |
| Instructional Assistant - Astronomy | 20 | $31.29 - $39.98 |
| Instructional Assistant - Biological Sciences | 20 | $31.29 - $39.98 |
| Instructional Assistant - Chemistry | 20 | $31.29 - $39.98 |
| Instructional Assistant - Earth Science | 20 | $31.29 - $39.98 |
| Instructional Assistant - Environmental and Natural Sciences | 20 | $31.29 - $39.98 |
| Instructional Assistant - Makerspace | 20 | $31.29 - $39.98 |
| Instructional Assistant - Mechatronics | 20 | $31.29 - $39.98 |

## CLASSIFIED HOURLY SALARY SCHEDULE AND JOB CLASSIFICATION LISTING - JULY 2026

| Position Title | Range | Hourly |
|---|---|---|
| Instructional Assistant - Physics and Engineering | 20 | $31.29 - $39.98 |
| Instructional Assistant - Plant Sciences | 20 | $31.29 - $39.98 |
| Instructional Assistant - Public Safety Programs | 20 | $31.29 - $39.98 |
| Instructional Assistant - Theatre Arts | 20 | $31.29 - $39.98 |
| Instructional Designer | 25 | $39.96 - $51.04 |
| Instructional Math Center Specialist | 20 | $31.29 - $39.98 |
| Instructional Tutor Center Technician | 20 | $31.29 - $39.98 |
| Instructional Writing & Tutor Center Specialist - NCC | 20 | $31.29 - $39.98 |
| Instructional Writing Center Specialist | 20 | $31.29 - $39.98 |
| Junior Accountant | 21 | $32.87 - $41.97 |
| Library Assistant | 17 | $27.03 - $34.52 |
| Library Technical Specialist | 20 | $31.29 - $39.98 |
| LIFE Program Specialist | 21 | $32.87 - $41.97 |
| Mail Services Technician | 17 | $27.03 - $34.52 |
| Marketing Communications Specialist | 23 | $36.24 - $46.29 |
| Network Support Specialist | 27 | $44.06 - $56.29 |
| Payroll Accountant | 24 | $38.06 - $48.60 |
| Payroll Specialist | 21 | $32.87 - $41.97 |
| Payroll Technician | 20 | $31.29 - $39.98 |
| Plant Operations Coordinator | 22 | $34.50 - $44.07 |
| Procurement Contract Analyst | 24 | $38.06 - $48.60 |
| Professional Development Program Coordinator | 22 | $34.50 - $44.07 |
| Project Specialist ITS | 29 | $48.58 - $62.04 |
| Purchasing Coordinator | 21 | $32.87 - $41.97 |
| Reprographics Technician | 18 | $28.37 - $36.26 |
| Research Analyst | 27 | $44.06 - $56.29 |
| Security Specialist ITS | 30 | $51.02 - $65.13 |
| Senior Financial Aid Specialist | 22 | $34.50 - $44.07 |
| Senior Research Analyst | 28 | $46.27 - $59.09 |
| Senior Software Programmer | 29 | $48.58 - $62.04 |
| Student Accessibility Services Specialist | 19 | $29.79 - $38.07 |
| Student Engagement Specialist | 20 | $31.29 - $39.98 |
| Student Services Specialist | 19 | $29.79 - $38.07 |
| Student Services Technician | 18 | $28.37 - $36.26 |
| Student Services Technician NCC Library-Learning Commons | 19 | $29.79 - $38.07 |
| Support Specialist | 20 | $31.29 - $39.98 |
| Systems Administrator | 29 | $48.58 - $62.04 |
| Systems Support Specialist | 23 | $36.24 - $46.29 |
| Transcript Articulation and Degree Analyst | 21 | $32.87 - $41.97 |
| Unified Communications Systems Specialist | 26 | $41.94 - $53.59 |
| Vehicle & Equipment Technician | 22 | $34.50 - $44.07 |
| Veterans Services Specialist | 19 | $29.79 - $38.07 |
| Video Production Support Specialist | 22 | $34.50 - $44.07 |
| Visual Arts and Technology Specialist | 23 | $36.24 - $46.29 |
| Visual Arts and Technology Specialist, Senior | 24 | $38.06 - $48.60 |
| Warehouse Technician | 17 | $27.03 - $34.52 |
| Web Content Specialist | 23 | $36.24 - $46.29 |

## APPENDIX B: FORMS MANUAL

Below is a list of the forms that are referenced in the Agreement. Please contact Human Resources or click on the provided links for the actual forms to be used.

- Grievance Form – Classified, Step 1 through 5 (Article 14)
  LINK: Inside.Sierra>Human Resources>Human Resources

- Complaint/Problem Form – Classified, Step 1 through 4 (Article 15)
  LINK: Inside.Sierra>Human Resources>Complaint Problem Form

- Evaluation Form (Article 17)
  LINK: Inside.Sierra>Human Resources>Evaluation Forms

- Annual Justification for New or Continuing Lead Assignment (Article 23)
  LINK: Inside.Sierra>Human Resources>Human Resources

- Advance Request for a Temporary Assignment Out-Of-Class (Article 24)
  LINK: Inside.Sierra>Human Resources>Human Resources

- Temporary, Short-Term, Substitute Employee Request (Article 24)
  LINK: Inside.Sierra>Human Resources>Substitutes-Temporary Employees

- Contracting Out Form (Article 26)
  LINK: Inside.Sierra>Human Resources>Human Resources