

**AGREEMENT**

**Between**

**WEST HILLS COMMUNITY  
COLLEGE DISTRICT**

**And**

**CALIFORNIA SCHOOL EMPLOYEES  
CHAPTER 429**

**2017-2020**

## TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1.	RECOGNITION .....	5
2.	DISTRICT RIGHTS .....	6
3.	ORGANIZATIONAL SECURITY/PAYROLL DEDUCTIONS .....	8
3.1	ORGANIZATIONAL SECURITY .....	8
3.2	DUES AND SERVICE FEE DEDUCTIONS .....	10
4.	ASSOCIATION RIGHTS .....	13
4.1	ASSOCIATION BUSINESS/ USE OF FACILITIES .....	13
4.2	ASSOCIATION LITERATURE .....	13
4.3	DISTRIBUTION OF AGREEMENT .....	14
4.4	SENIORITY ROSTER .....	14
4.5	ROSTER OF OFFICERS/STEWARDS .....	14
4.6	ORIENTATION SESSION .....	15
4.7	RELEASE TIME .....	15
5.	EDUCATION INCENTIVE PROGRAM .....	20
5.1	OBJECTIVES .....	20
5.2	PROFESSIONAL GROWTH .....	20
6.	COMPENSATION AND BENEFITS .....	22
6.1	SALARIES .....	22
6.2	PERS .....	24
6.3	HEALTH BENEFITS .....	24
6.4	RETIREES BENEFITS .....	26
7.	HOURS AND OVERTIME .....	28
7.1	WORK WEEK .....	28
7.2	SCHEDULING .....	28
7.3	TIME REPORTING .....	28
7.4	LUNCH PERIODS .....	29
7.5	REST PERIODS .....	29
7.6	OVERTIME .....	29
7.7	HOLIDAY PAY .....	32
7.8	DIFFERENTIAL PAY .....	32
7.9	ON-CALL .....	32
7.10	CALL BACK .....	33
7.11	WORKING OUT OF CLASS .....	33
7.12	EXEMPTION .....	33
7.13	DEFINITION .....	33
7.14	TRANSLATORS .....	34
7.15	MILEAGE .....	35
7.16	PAYROLL ERRORS .....	35

8.	VACATIONS .....	36
8.1	ACCUAL .....	36
8.2	SCHEDULING .....	37
8.3	SEPARATION .....	37
8.4	VESTING AND CARRYOVER .....	38
8.5	MISCELLANEOUS .....	38
9.	HOLIDAYS .....	40
9.1	HOLIDAYS DESIGNATED .....	40
9.2	CHRISTMAS WEEK HOLIDAYS .....	40
9.3	PAID STATUS REQUIRED .....	42
9.4	ALTERNATE DAYS .....	42
10.	CATEGORIES OF CLASSIFIED EMPLOYEES .....	43
10.1	EMPLOYEE CATEGORIES .....	43
10.2	FILLING OF VACANCIES .....	44
11.	CLASSIFICATIONS, RECLASSIFICATION AND ABOLITION OF POSITIONS .....	46
12.	TRANSFER AND REASSIGNMENT .....	48
12.1	DEFINITIONS .....	48
12.2	PREREQUISITES .....	48
12.3	GENERAL .....	48
12.4	VOLUNTARY .....	49
12.5	INVOLUNTARY .....	50
12.6	EXCEPTION FROM POSTING REQUIREMENT .....	51
13.	PROMOTION .....	52
14.	EVALUATION PROCEDURE .....	55
15.	DISCIPLINARY PROCEDURE .....	57
15.1	GENERAL .....	57
15.2	CONDITIONS .....	57
15.3	GROUND FOR DISCIPLINARY ACTION OF PERMANENT CLASSIFIED EMPLOYEES .....	58
15.4	PROCEDURES FOR PERMANENT EMPLOYEES .....	61
15.5	MISCELLANEOUS .....	64
16.	LEAVES .....	66
16.1	SICK LEAVE .....	66
16.2	PERSONAL NECESSITY LEAVE .....	67
16.3	BEREAVEMENT LEAVE .....	68
16.4	MILITARY LEAVE .....	68
16.5	INDUSTRIAL ILLNESS AND ACCIDENT LEAVE .....	68
16.6	PREGNANCY LEAVE .....	71
16.7	PERSONAL BUSINESS LEAVE .....	72
16.8	JURY DUTY .....	73
16.9	QUARANTINE .....	73
16.10	FAMILY AND MEDICAL LEAVE .....	74
16.11	ENTITLEMENT TO OTHER SICK LEAVE .....	81

16.12	OTHER LEAVES OF ABSENCE .....	82
16.13	BREAK IN SERVICE .....	82
16.14	SICK LEAVE DONATION .....	82
17.	GRIEVANCE PROCEDURE .....	89
17.1	DEFINITIONS .....	89
17.2	LEVEL I .....	90
17.3	LEVEL II .....	90
17.4	LEVEL III .....	90
17.5	LEVEL IV .....	91
17.6	LEVEL V .....	91
17.7	LEVEL VI .....	92
18.	SAFETY AND FITNESS .....	94
18.1	SAFETY .....	94
18.2	FITNESS .....	94
19.	SEPARABILITY AND SAVINGS .....	97
20.	EFFECT OF AGREEMENT .....	98
21.	COMPLETION OF MEET AND NEGOTIATION .....	99
22.	RETIREMENT .....	100
22.1	EARLY RETIREMENT .....	100
22.2	EARLY RETIREMENT OPTIONS .....	100
22.3	ELIGIBILITY .....	101
23.	TERM .....	102

APPENDICES:

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

## **ARTICLE 1. RECOGNITION**

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

The parties agree that the District may schedule any new bargaining unit position for wage payments and benefits, both contractual and statutory, on a temporary basis not to exceed ninety (90) calendar days commencing with written notice from the District to CSEA. During this ninety (90) calendar day period the District shall, upon demand by CSEA, bargain over matters relative to the new position, upon which there is a legal obligation to negotiate.

## ARTICLE 2. DISTRICT RIGHTS

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

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the law. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement during an emergency. The District shall have the sole and exclusive right to determine the impacts and effects of matters which are outside the scope of representation. On written request

from CSEA, the District will agree to negotiate over any impact or effect of matters which are outside the scope of representation.

### ARTICLE 3. ORGANIZATIONAL SECURITY/PAYROLL DEDUCTIONS

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

#### 3.1 Organizational Security

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

3.1.2 Except as expressly exempted herein, all employees in the bargaining unit who are not members of the Association as of the date of ratification of this Agreement, and all employees who hereafter enter the bargaining unit, shall, as a condition of continued employment, within 30 days of the date of ratification of this Agreement or their initial employment, become members of CSEA or pay to CSEA

a service fee in an amount not to exceed the periodic dues of CSEA, for the duration of this Agreement.

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

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

YMCA

YWCA

United Way

West Hills Community College Foundation

American Red Cross

Oxfam International

Boys Club

Girls Club

Boy Scouts

Girl Scouts

American Cancer Society

American Diabetes Association

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

### 3.2 Dues and Service Fee Deductions

3.2.1 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for employees in the bargaining unit.

3.2.2 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are represented by the bargaining unit. CSEA will provide the District with a dues and service fee schedule.

- 3.2.3 The District shall, without charge, pay to CSEA according to the established payroll schedules, all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who have a religious exemption pursuant to this Agreement. Charity deductions shall be made through authorized payroll deductions.
- 3.2.4 Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- 3.2.5 The District shall notify the CSEA chapter treasurer if any member of the bargaining unit revokes dues, service fee or payment in lieu of service fee deduction authorization.
- 3.2.6 CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof.
- 3.2.7 CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this

Agreement or the implementation thereof, provided the employer has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.

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

## **ARTICLE 4. ASSOCIATION RIGHTS**

### **4.1 Association Business / Use of Facilities**

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

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

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

### **4.2 Association Literature**

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

4.2.1 All postings for bulletin boards or items for College mailboxes must contain the date of posting or distribution and the identification of the organization and a notation that the Association President or his/her designee authorizes the posting.

- 4.2.2 A copy of such postings or distribution must be delivered to the Chancellor or designee at the same time as posting or distribution; and
- 4.2.3 The Association will not post or distribute information which is derogatory or defamatory of the District or its personnel.
- 4.2.4 The Association agrees not to place literature in District mail boxes or on designated bulletin board spaces that urge the support or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board of the District in accordance with California Education Code section 7054.

#### 4.3 Distribution of Agreement

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

#### 4.4 Seniority Roster

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

#### 4.5 Roster of Officers / Stewards

Annually by January 2, of each year (and updated throughout the calendar year), CSEA shall provide the District with a roster of its executive Board, job stewards, and Chapter appointed representatives (e.g., committees, negotiation team, etc.) authorized to represent unit members. The list will include the

names, job titles, Chapter office or title held, and work phone number of each listed member. If CSEA fails to provide this list by January 2nd the District may deny release time until an appropriate list has been provided to the District by CSEA.

#### 4.6 Orientation Session

The Association shall have the right to conduct bi-annually for bargaining unit members a one (1) hour orientation session on this Agreement during the fall and spring semesters. An additional one (1) hour orientation session will be provided at the Child Development Center Welcome Back Classified Day Orientation.

#### 4.7 Release Time

In addition to Release Time authorized by California Education Code Section 88210, the District and CSEA agree to release time as follows:

##### 4.7.1 Notice

All CSEA officers, job stewards, and negotiation team members shall give advance notice to their immediate supervisor of the date(s) and time(s) of any meeting for which they are requesting release time. Advance notification may be in writing or by e-mail and must occur within two (2) working days of the date on which a listed member became aware of his or her obligation to attend a meeting, advance notice shall be no less than twenty-four (24) hours prior to the starting time of the meeting.

#### 4.7.2 Membership Meetings

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

#### 4.7.3 CSEA Annual Conference

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

#### 4.7.4 Board Meetings

The Association President, or designee, will be granted released time, without loss of pay, to attend meetings of the West Hills Community College District Board of Trustees. In addition, reasonable released time shall be granted officers of the Association for the purpose of

cooperatively administering the terms and conditions of this Agreement.

4.7.5 Processing Grievances

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

- 4.7.5.1 No later than thirty (30) calendar days following the ratification of this Agreement, the Association will submit in writing to the Chancellor of the names of the five (5) unit members who are to be granted release time for this purpose;
- 4.7.5.2 The designated Association representative shall notify her or his immediate supervisor at least twenty-four (24) hours prior to release from duties for the purpose of grievance processing so that a substitute may be obtained, if necessary;
- 4.7.5.3 Only the Association representatives listed by CSEA shall be granted release time for the defense of the Association and its bargaining unit members in grievance proceedings.

4.7.5.4 Such release time shall be used only for the purpose of face-to-face meetings or hearings for the purpose of grievances.

4.7.5.5 There will not be more than one grievance meeting scheduled at any given time.

#### 4.7.6 Collective Bargaining

4.7.6.1 The District agrees to allow Chapter appointed representatives release time for negotiations of a new Collective Bargaining Agreement or contract re-opener negotiations.

4.7.6.2 The Chapter negotiations team shall be entitled to up to one (1) hour of release time (not including travel time) prior to each scheduled negotiation sessions for purposes of planning and preparing for negotiations.

4.7.6.3 The District also agrees to allow CSEA Chapter officers release time for informational meetings and consultations with the District for the purpose of interpreting the current Collective Bargaining Agreement, discussing possible changes to the current Agreement, or changes in the policy and practices of CSEA or the District.

4.7.7 Discipline and Administrative Complaints

4.7.6.1 The District agrees to allow Job Stewards release time for face-to-face meetings or hearing for the purpose of administrative complaints and discipline.

4.7.6.2 Only the job stewards listed by CSEA in Article 4.7.1 above shall be granted release time for the defense of the Association and its bargaining unit members in administrative complaints.

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

4.7.8 In an emergency the conditions of Section 4.7 may be waived by the mutual written consent of the parties.

## **ARTICLE 5. EDUCATION INCENTIVE PROGRAM**

### **5.1 Objectives**

Bargaining unit members are encouraged to develop professionally and therefore may pursue a maximum of ten (10) units toward a degree or career objective during any academic year. The employee and his/her immediate supervisor to accommodate these educational endeavors/professional developments shall mutually agree upon a flexible work schedule.

Bargaining unit members who are receiving education incentive program stipends under education incentive program language from prior years' contracts shall continue to receive said stipends while the District employs them.

### **5.2 Professional Growth**

Criteria for placement on the growth schedule is as follows:

1. College Units are actual Unit Value.
2. Seminar/Workshop not taken on District time or at District expense will be credited one half (1/2) unit for each eight (8) hours.
3. Proficiency examinations/certifications of achievement will be actual units or eight (8) hours for one half (1/2), unit.

Petitions for advancement and documentation shall be forwarded directly to the employees' immediate supervisor by June 25, for implementation on July 1 of each year.

Disputed cases may be appealed to the Chancellor, or his/her designee. The decision of the Chancellor or designee is

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

\$25.00 for 15 units completed.

\$50.00 for 30 units completed.

\$75.00 for 45 units completed.

\$100.00 for 60 units completed.

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

## ARTICLE 6. COMPENSATION AND BENEFITS

It is recognized that in determining the overall picture of the District, the discussion of fiscal issues and compensation shall include, but is not limited to, factors such as:

- A. Salary
- B. Step/Longevity
- C. Salary-fringe impact (e.g. PERS, SUI, disability, etc.)
- D. Health and welfare benefits (e.g., Medical, vision, dental, etc.)
- E. Additional costs as related to the implementation of the Agreement (e.g., educational stipends, tool reimbursements, employee scholarships, etc.)

It is further recognized that while these are all costs associated with individual classified unit members, some items are fixed by statute and non-negotiable. It is the intent of the parties that these factors be identified to assist in discussions.

### 6.1 Salaries

Unit members will be paid according to the salary schedule (Appendix "B") as follows:

6.1.1 Effective July 1, 2017, each cell of the Classified Annual Salary Schedule shall be increased by 1%.

The parties further agree that an 11th step shall be added to each range of the Classified Annual Salary Schedule that provides unit members with a 2.5% increase above Step 10 on their fifteenth (15th) anniversary date, subject to Article 6.1.4 below.

The parties further agree that a 12th step shall be added to each range of the Classified Annual

Salary Schedule that provides unit members with a 2.5% increase above Step 11 on their twentieth (20th) anniversary date, subject to Article 6.1.4 below.

- 6.1.2 Effective July 1, 2018, each cell of the Classified Annual Salary Schedule shall be increased by 1%.
- 6.1.3 Effective July 1, 2019, each cell of the Classified Annual Salary Schedule shall be increased by 1%.
- 6.1.4 On their anniversary date, each unit member will advance one step per year of service on the salary schedule provided the unit member has no formal disciplinary charges pending or adversely adjudicated against him or her during the prior year. If pending charges are subsequently dismissed or withdrawn completely against the unit member, he or she shall have his or her step increase reinstated retroactively.
- 6.1.5 The District and CSEA agree that if the hourly rate for Step 1 on any range of the salary schedule falls below the state or federally mandated minimum wage as of January 1 of any year, all positions and classifications in that range shall automatically move to the next highest range where Step 1 is in compliance with the minimum wage and any other classifications in the same job

family (e.g., Financial Aid Technician I and Financial Aid Technician II) shall also move to the next range in order to maintain the same differential between classifications in the same job family.

6.1.6 The District and CSEA agree that CSEA may bring to the Chancellor or designee up to three (3) classifications per year for review and consideration for reclassification. Nothing in this provision shall be construed to obligate the Chancellor or designee to process these reclassification requests or trigger the District's duty to bargain in good faith during the term of this Agreement.

## 6.2 PERS

The District will pay the unit member's portion of retirement contributions to the Public Employees Retirement System (PERS) up to July 31, 2005, at which time the District's obligation shall be extinguished and employees shall pay the unit member's portion of retirement contribution to PERS, effective August 1, 2005.

## 6.3 Health Benefits

The District will provide insurance coverage for each employee employed more than twenty-five (25) hours per week as follows:

Hospital and Medical  
(Prudent Buyer Option I)

Employee and Dependents

Dental (with ortho)(unlimited Dental)	Employee and Dependents
Vision	Employee and Dependents
Life Insurance	Employee and Dependents
Income Protection	Employee Only
Personal Accident	Employee Only
Employee Assistance Program	Employee and Dependents

6.3.1 Throughout the term of this Agreement, the maximum District contribution shall be a sum which for calculation purposes shall be the monthly amount of \$1,345.70 or the amount necessary to pay 100% of the eligible employee's health and welfare premium for the 80% plan currently offered by SISC, whichever is greater.

Employees shall have the option of selecting from any and all plans offered by the District.

Any amount in excess of the District's monthly contribution shall be the employee's co-payment and shall be deducted from the unit member's monthly salary as a payroll deduction. The IRS section 125 provision allowing for deductions on a pre-tax basis will be available to the extent allowable by law.

The District shall implement State Disability Insurance (SDI) pursuant to current applicable statute or as soon as practicable following termination of UNUM (current carrier).

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

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

As an alternative to Social Security, the District agrees to contribute an amount equal to 3.75% of the salary of any unit member, who works less than half time, to the Accumulation Program for Part-time and Limited Service Employees (APPLE) in lieu of contributions to PERS. In order for this program to be operative, the unit member is required to contribute an identical amount as well.

#### 6.4 Retirees Benefits:

The District agrees to pay up to a maximum of \$1,700 annually for hospital, medical, and dental insurance premiums, until age sixty-five (65), for members of the unit who retire after

attaining age fifty-five (55) and who have over ten (10) years of paid service to the West Hills Community College District.

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

For benefits offered under an early retirement incentive, see Article 22.

## **ARTICLE 7. HOURS AND OVERTIME**

### **7.1 Work Week**

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

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

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

### **7.2 Scheduling**

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

### **7.3 Time Reporting**

A time card is the District's official timekeeping method and document of an employee's attendance/absence for time reporting purposes. The form may be submitted electronically as an attachment and routed to the employee's immediate supervisor for approval.

Records substantiating the time reported to the District must be kept on file and retained in accordance with the Board Policy and Procedures and other applicable law.

#### 7.4 Lunch Periods

An employee in the bargaining unit who has been on duty for six (6) hours shall be entitled to a duty-free lunch period of no more than sixty (60) minutes per day nor fewer than thirty (30) minutes per day. Employers are prohibited from requiring employees to work during meals or rest periods. If circumstances are such that an employee is unable to leave his/her duty post and be relieved of his/her duties, then the employee must be compensated.

#### 7.5 Rest Periods

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

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

#### 7.6 Overtime

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

As soon as possible after a District manager determines that there is a need to assign overtime work, a District manager shall notify the assigned employee of the overtime assignment in writing (i.e.: email or internal memo).

Overtime work shall be distributed and rotated as equitably as is practicable among employees in the bargaining unit. An employee who performs overtime work shall be compensated at a rate of pay equal to one and one-half (1 1/2) times the employee's regular rate of pay when he/she works more than eight hours in a day or more than forty (40) hours in a week, or shall be granted compensatory time off at one and one-half (1 1/2) hours for each overtime hour worked, whichever is selected by the employee.

Compensatory time off shall be taken within twelve (12) calendar months following the month in which overtime was worked. If, due to the legitimate operational needs of the District, compensatory time cannot be taken within the twelve (12) calendar months following the month in which the overtime was worked, the employee shall then be paid for the overtime as quickly as practicable. Before compensatory time off may be taken, an employee shall request the time off in writing and receive the approval of the District. No more than two hundred forty (240) hours of compensatory time may be accrued by an employee in the bargaining unit. The authorization, recording and scheduling of compensatory time shall be consistent through all campuses and work locations within the District and in accordance to the provisions of this Article.

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

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

Unit members directed to attend out of town conferences or training sessions, which may exceed the unit member's regularly scheduled work week, shall not spend more than eight (8) hours/day on work related duties except as determined, directed and authorized by the College President or designee/immediate supervisor. The District will provide reasonable time off for travel to and from said conferences or training sessions to allow for timely arrival to the conference during the employee's scheduled workday. The District may reschedule the unit member's workweek to accommodate the conference or training session. If the employee's schedule is not flexed to accommodate the conference or travel time, overtime shall be deemed authorized while attending or traveling to/from said functions.

Unit members directed to chaperone or accompany students on trips or excursions as part of their assigned duties which may exceed the unit member's regularly scheduled work day or work week shall earn and be paid a stipend of \$25.00 per day of such duty. This stipend shall be in addition to any other compensation paid, including but not limited to the overtime rate of pay if applicable,

in the event the employee is actually required to perform duties after completion of the employee's regular work day or work week.

#### 7.7 Holiday Pay

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

#### 7.8 Differential Pay

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

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

#### 7.9 On-Call

An employee of the bargaining unit who is directed and required to be "on-call" during the weekend shall earn and be paid a stipend of \$25.00 per day of such duty. This stipend shall be in addition to any other compensation paid under the provisions of "call-back" in the event the employee is actually "... called back to work after completion of the employee's regular assignment ...". The "on-call" employee shall provide a phone number or carry a pager

and be able to respond by being on campus within 20 minutes of notification.

#### 7.10 Call Back

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

#### 7.11 Working Out of Class

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

#### 7.12 Exemption

An employee who serves in the class of Residence Hall Coordinator and receives extra compensation in the form of free room and board shall be exempt from the overtime, differential pay, scheduling, and work week (full-time) provisions of this Article.

#### 7.13 Definition

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

7.13.1 It shall not necessarily mean for eternity.

- 7.13.2 It shall not mean that an employee's work schedule may be changed summarily by management (except in the case of an emergency).
- 7.13.3 It shall mean that the work schedule originally assigned a new employee normally will continue to be the employee's work schedule.
- 7.13.4 It shall also mean that a reasonable change in a work schedule may be made by the District after reasonable notice has been given the employee and after the Association has had an opportunity to consult with the District regarding the schedule changes.
- 7.13.5 Finally, in the event consultation between the Association and the District does not result in agreement, the employee may file a grievance on the change in work schedule.

#### 7.14 Translators

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

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

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

One (1) - Coalinga Campus/Student Services

One (1) - Lemoore Center/Student Services

One (1) - North District Center

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

7.15 Mileage:

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

7.16 Payroll Errors

Any payroll error discovered by an employee and/or District shall be addressed as soon as practicable from the time the District was notified of the error. A check for 100% of the balance due, less any statutory withholdings, shall be issued to the employee within five (5) business days. It is further agreed that any overpayment will be repaid by the employee on a monthly basis over the same period of time in which the overpayments were received, or as otherwise mutually agreed.

## ARTICLE 8. VACATIONS

### 8.1 Accrual

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

8.1.1 All Full Time employees shall accrue twelve (12) days of vacation for each year during the first four (4) years of continuous paid service.

Employees are not eligible to take any vacation time until completion of six (6) months of paid service.

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

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

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

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

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

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

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

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

## 8.2 Scheduling

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

## 8.3 Separation

Upon separation from service, an employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that an employee who has not completed six (6)

months of employment in regular status shall not be entitled to such compensation.

#### 8.4 Vesting and Carryover

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

8.4.2 Each unit member's maximum amount of accrued vacation time shall not exceed two years of their annual rate as provided in Section 8.1.1 through 8.1.5. Once the amount of earned and accrued vacation reaches an amount of two (2) years of the accrual rate, no additional days shall be earned or accrued until such time as the accrued amount drops below two (2) years of accrual.

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

#### 8.5 Miscellaneous

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

The vacation of a bargaining unit member may be interrupted or terminated, without the member being required to

return to active service, in order that the member may begin another type of leave described in this Agreement, provided that both of the following conditions are met:

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

8.5.2 The Chancellor or designee gives written authorization for the member to begin another type of leave.

**ARTICLE 9. HOLIDAYS**

9.1 Holidays Designated

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

- 9.1.1 New Year's Day.
- 9.1.2 Martin Luther King Day.
- 9.1.3 Presidents' Day.
- 9.1.4 Friday during spring recess.
- 9.1.5 Memorial Day.
- 9.1.6 Independence Day.
- 9.1.7 Labor Day.
- 9.1.8 Thanksgiving Day.
- 9.1.9 Day following Thanksgiving.
- 9.1.10 Christmas Eve.
- 9.1.11 Christmas Day.
- 9.1.12 Three days during the week between Christmas and New Year's Day, scheduled in accordance with Section 9.2.
- 9.1.13 New Year's Eve.

9.2 Christmas Week Holidays

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

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

- 9.2.2 In years when Christmas and New Year's Day fall on Tuesdays, the holidays shall be on the 26th, 27th, and 28th of December.
- 9.2.3 In years when Christmas and New Year's Day fall on Wednesdays, the holidays shall be on the 26th, 27th, and 30th of December.
- 9.2.4 In years when Christmas and New Year's Day fall on Thursdays, the holidays shall be on the 26th, 29th, and 30th of December.
- 9.2.5 In years when Christmas and New Year's Day fall on Fridays, the holidays shall be on the 28th, 29th, and 30th of December.
- 9.2.6 In years when Christmas and New Year's Day fall on Saturdays, the holidays shall be on the 27th, 28th, and 29th of December.
- 9.2.7 In years when Christmas and New Year's Day fall on Sundays, the holidays shall be on the 27th, 28th, and 29th of December.
- 9.2.8 During the life of this Agreement the holidays as defined in 9.2.1-9.2.7 shall be as follows:
- 9.2.8.1 The 2016 holidays shall be on the 27th, 28th and 29th of December; the 2017 holidays shall be on the 27th, 28th and 29th of December; the 2018 holidays shall be on the 26th, 27th and 28th of December; the 2019 holidays shall be on the 26th, 27th and 30th of December.

### 9.3 Paid Status Required

All bargaining unit members shall be entitled to the paid holidays as listed, provided the unit members are in paid status during the work day immediately preceding, or the work day succeeding, the holiday. Bargaining unit members who are not normally assigned to duty during the holidays specified in 9.1.10 to 9.1.13 shall be paid for those holidays provided they were in a paid status during the work day of their normal assignment immediately preceding, or succeeding, the holiday.

Newly hired employees shall be entitled only to the holiday immediately preceding, or succeeding, their first day of employment.

### 9.4 Alternate Days

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

**ARTICLE 10. CATEGORIES OF CLASSIFIED EMPLOYEES**

10.1 Employee Categories

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

- (1) Restricted Employee. A restricted employee is one employed pursuant to Education Code sections 88005 through 88008. Provisions for a restricted employee becoming a regular employee of the District are set forth in the Education Code.
- (2) Probationary Employee. All new classified personnel employed to fill a regularly established full-time position or part-time position are employed on probationary status for the first twelve (12) months of service and may be disciplined during this period without right of appeal or hearing. This period of time shall be used to determine if the probationary employee meets the required standards of work performance.
- (3) Permanent Employee. Each person who has served as a probationary employee and has been recommended for regular status shall be classified as a permanent employee or have his/her employment terminated. Permanent

employees shall be disciplined during the employment period for reasonable cause only as provided herein. Other categories of employees such as management, confidential, supervisory, short-term, and substitute shall not be members of the bargaining unit in conformity with state laws. The parties agree to comply with pertinent Government Code and Education Code provisions that apply to the other categories of employees mentioned directly above. (Education Code section 88003.)

## 10.2 Filling of Vacancies

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

10.2.2 If the District determines a bargaining unit position shall not be filled, CSEA shall have the right to meet and confer with the District's Director of Human Resources regarding the effect(s) of such unfilled position on other bargaining unit positions. It shall be the District's responsibility to direct and prioritize the overall workload and to ensure the proper disposition of work in excess of that which can be accomplished during the regularly assigned and scheduled work hours.

10.2.3 Upon request by CSEA, at the end of each Fiscal Year, the District will provide to the chapter officers a report of the value of compensation,

as defined by Article 6, that is unspent from the vacant classified positions for that Fiscal Year.

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

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

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

In the event the District is engaged in a procedure to hire a permanent employee to fill a vacancy in any bargaining unit position, the District may fill the vacancy through the employment, for not more than ninety (90) calendar days, of one (1) or more substitute employees. If the vacancy has not been filled after ninety (90) days, the District agrees to so notify the Association to consult, upon request, with the Association President regarding any matters pertaining to the District's efforts to fill the vacancy. At the beginning of each semester the District will provide a list to the Association President of all current classified position vacancies that includes the name of the last bargaining unit member to hold that position, the assigned work site for the position, how long the position has been vacant, and District efforts to fill the vacancy. The parties agree to meet and negotiate over establishing an initial salary range for any newly created position within the bargaining unit and over establishing a

different salary range for a reclassified position within the bargaining unit. In addition, the parties agree to meet and negotiate in compliance with pertinent statutory provisions relating to the reduction of positions in the classified bargaining unit.

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

## ARTICLE 12. TRANSFER AND REASSIGNMENT

### 12.1 Definitions

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

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

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

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

### 12.2 Prerequisites

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

### 12.3 General

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

In the event that a temporary transfer is necessary, the affected unit member will be provided with District transportation or will be reimbursed for mileage at the prevailing District rate for the duration of the temporary transfer.

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

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

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

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

#### 12.4 Voluntary

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

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

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

Nothing in this section shall require a voluntary transfer or reassignment, which is contrary to the needs of the District. No unit member may seek a transfer until he/she has satisfactorily completed his/her probationary period in his/her position. All criteria being equal seniority within the District will be the final factor for granting any transfer or reassignment; however Article 12.3 paragraph number 4 shall not be circumvented as a result of this section.

#### 12.5 Involuntary

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

miles from home would be entitled to mileage reimbursement of ten (10) miles per day in accordance with District policy.)

12.6 Exception from Posting Requirement

Except as otherwise required by law, both parties hereby agree that, for purposes of posting vacancies pursuant to section 12.3 of the Collective Bargaining Agreement, posting of vacancies shall not be required where all of the following facts are present:

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

## ARTICLE 13. PROMOTION

### 13.1 Promotion:

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

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

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

Notices of job vacancies for positions open to members of the bargaining unit shall initially be posted electronically (e.g., West Hills College District Employment Opportunities Web page) and shall remain posted for a period of at least five (5) work days, during which time bargaining unit members may make application for the vacancy.

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

- (1) Job title;
- (2) Description of position and duties;
- (3) Minimum required qualifications;
- (4) Job site;

- (5) Number of hours per day;
- (6) Regular work shift times;
- (7) Number of days per week;
- (8) Number of months per year;
- (9) Salary range; and
- (10)Deadline for filing.

Bargaining unit members may apply for promotion to a vacant position that has been announced by submitting an online application by the deadline for submission, outlined in the job announcement.

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

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

Bargaining unit members who are on leave or vacation may authorize in writing a CSEA representative to apply for a promotion on behalf of the bargaining unit member who is on leave or vacation.

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

A unit member who is promoted shall be placed on a salary range at a step that represents a salary increase of at least 4.75%. If there is no step on the higher range that represents at least a 4.75% increase, then the employee will be placed on the highest step of the new range.

#### **ARTICLE 14. EVALUATION PROCEDURE**

All newly hired employees shall serve a twelve (12) month probationary period and shall receive an evaluation typically during the fourth (4th) and eighth (8th) months of the probationary period. Employees who are promoted during the term of this Agreement shall serve a four (4) month probationary period and shall receive an evaluation typically during the fourth (4th) month of that probationary period. All regular permanent employees shall typically be evaluated at least once a year. It is the District's prerogative to evaluate an employee at any time in the event the employee has either exhibited below standard work performance or exceptional work performance.

Only an administrator in the employee's chain of command, on forms developed and provided by the District, shall complete the performance evaluation reports. A permanent employee's supervisor shall have been their supervisor for at least four (4) months prior to evaluation. If this is not the case, the evaluation timeline will be postponed until the permanent employee has served under their current supervisor for at least four (4) months.

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

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

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

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

The substance of an evaluation is not subject to grievance.

## ARTICLE 15. DISCIPLINARY PROCEDURE

### 15.1 General

No employee in the classified service shall be disciplined because of his/her political or religious opinions or affiliations, or race, color, sex, national origin or ancestry, or marital status.

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

### 15.2 Conditions

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

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

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

15.2.1 Progressive Discipline:

An employee whose work or conduct is of such a level as to incur discipline may first be warned orally or in writing by the first level Administrator stating the reasons. An employee shall have the right to enter, and have attached to the warning, his/her written response. A copy of the warning and employee response shall be forwarded to the Human Resources Department to be placed in the employee's Personnel File.

15.3 Grounds for Disciplinary Action of Permanent Classified Employees.

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

- (1) Incompetence or inefficiency in the performance of the duties of his/her position.
- (2) Inability to perform assigned duties due to failure to meet or retain job qualifications (including but not limited to failure to possess required licenses or failure to pass required tests).
- (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 narcotics or a restricted substance; use of narcotics or restricted substances while on the job; or reporting to work while under the influence of a narcotic or restricted substance.
- (9) Personal conduct unbecoming an employee of the District.
- (10) Engaging in political activity during assigned hours of employment.
- (11) Conviction of any crime involving moral turpitude.
- (12) Arrest for a sex offense as defined in Education Code section 87010.
- (13) Conviction of a narcotics offense as defined in Education Code section 87011.
- (14) Absence without leave, repeated tardiness, or excessive absenteeism.
- (15) Abuse of illness or Personal Necessity 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 and regulations made applicable to public schools by the Governing Board or by an appropriate federal, state, or local governmental agency.
- (18) Offering anything of value or offering any service in exchange for special treatment in connection with the 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 the Education Code or rules and regulations of the District.
- (20) Any willful conduct tending to injure the public service.
- (21) Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.
- (22) Physical or mental incapacity.
- (23) Has been charged with an immoral or criminal act.
- (24) The use, threat, or attempt to use political influence in securing promotion, transfer, reassignment, leaves, change or range/step or any benefit of employment.

#### 15.4 Procedures For Permanent Employees

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

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

##### 15.4.1 Disciplinary Procedures.

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

- 15.4.1.1 The reasons for the proposed action;  
and,
- 15.4.1.2 A copy of the charges and materials, if any, on which the action is based; and,
- 15.4.1.3 The right to respond, either orally at a Skelly Conference, or in writing, and a time limit for this response; and,
- 15.4.1.4 A form, the signing and filing of which shall constitute a demand to the Board for a hearing and denial of all charges.

15.4.2 Time Limits.

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

15.4.3 Post-Disciplinary Proceedings. (Right to Appeal)

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

15.4.4 Hearing Procedure.

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

shall be shared equally between CSEA and the District. Nothing herein shall prevent the parties from requesting the State Conciliation Service attempt to mediate a settlement to any grievance appealed to arbitration, providing both parties mutually agree to such mediation procedure. It shall be the function of the arbitrator, after due investigation, to make a recommendation in cases of alleged violation of the specific articles and sections of this Agreement. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, or establish, alter or modify any salary structure. In cases where the Board perceives that it or a member may have prior knowledge of the case, a conflict of interest, a familial relationship with a witness or the unit member or other circumstances making it inappropriate for the Board to hear the case, the case shall automatically be referred to a hearing officer. At the hearing, the District and the Employee may offer testimony, written briefs, and other evidence. If a hearing officer is used, he/she shall provide an advisory recommendation to the Board within thirty (30) days. If the Board finds sufficient cause exists it may impose

disciplinary action based upon the recommendation of the hearing officer. Board action shall be taken at the next regular meeting where the matter can be lawfully placed on the agenda. If the Board conducts the hearing, the Board shall issue a decision within thirty (30) days. In either case, a decision of the Board shall be final.

15.4.5 Immediate Suspension.

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

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

15.5 Miscellaneous

15.5.1 If the Board sustains or partially sustains an employee in a disciplinary matter, it may order paid all or part of the employee's compensation

from the time of the employee's disciplinary action and may order the employee's reinstatement upon such terms and conditions as it may determine appropriate.

15.5.2 Any notice or request shall be deemed sufficient when delivered in person to the employee to whom it is directed or when it is deposited in the United States certified mail, postage prepaid and addressed to the address the employee last provided to the District.

15.5.3 The term "Chancellor" shall refer to the District's Chancellor or other administrator authorized to act on behalf of the Chancellor.

## ARTICLE 16. LEAVES

### 16.1 Sick Leave

Members of the unit shall accrue, on a monthly basis, twenty-one (21) days of sick leave with pay for each school year. The amount of days posted will be 1.75 days, or fourteen (14) hours per month for full time employees and shall be prorated for part time employees. Employees will notify their supervisor of illness as early as possible before the absence; however, the supervisor should be notified no later than one half hour after the employee's scheduled start time. Examples of sick leave use can be (but are not limited to) illness, doctor appointment, surgery, or dentist appointment for the employee.

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

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

A unit member who is absent because of illness will sign a request for time off duty form. The District will require a

written statement from a physician if the absence extends beyond five (5) consecutive working days.

A unit member when on a leave of absence other than paid leave will maintain accumulated sick leave credit, but will not accumulate any additional sick leave during the period of such unpaid leave.

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

## 16.2 Personal Necessity Leave

Unit members may use accumulated sick leave for personal necessity.

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

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

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

16.2.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. The employee utilizing leave under Sections 16.2.1, 16.2.2, or 16.2.3 above shall verify on the approved District form that the employee has taken a leave for one of the reasons

listed above. Advance permission is required for reasons under Section 16.2.4.

### 16.3 Bereavement Leave

Unit members may use accumulated sick leave for the death of any member's immediate family.

The "immediate family" is defined as husband, wife, mother, registered domestic partner, father, sister, brother, son, daughter, aunt, uncle, niece, nephew, mother-in-law, father-in-law, grandmother, grandfather, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee.

### 16.4 Military Leave

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

### 16.5 Industrial Illness and Accident Leave

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

- 16.5.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) workdays in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the

employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

Payment of wages lost on any day shall not, when added to an award granted the employee under Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

- 16.5.2 An employee released by a physician from industrial accident and illness leave shall be

returned to his/her prior position so long as the physician's release contains no restrictions and there is no other medical evidence stating that the employee is unable to return to work without restrictions or that the employee is a qualified injured worker. The District shall grant rights under the Labor Code, the Fair Employment and Housing Act ("FEHA"), and the Americans With Disabilities Act ("ADA") to employees who meet the criteria stated under those laws.

- 16.5.3 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 16.5.4 An employee must have completed one (1) calendar year of service with the District to qualify for industrial accident and illness leave. Such leave of absence will commence on the first day of absence on or after the first day of required service.
- 16.5.5 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his or her position, the employee, if not placed in another position, shall be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the

employee shall be employed in a vacant position in the class of his or her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations. (Ed. Code 88192(g).)

#### 16.6 Pregnancy Leave

A member of the bargaining unit shall be granted a leave of absence for reasons of pregnancy, miscarriage, childbirth, and recovery therefrom. The request for leave, except in the case of a miscarriage, shall be submitted to the Chancellor or designee as far in advance as possible.

The length of leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be up to four (4) months as determined by the unit member and the unit member's physician.

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

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

In the event the unit member is unable to return to duty after the expiration of an approved pregnancy leave, the District

may grant additional personal leave without pay not to exceed one (1) school year beyond the school year in which the birth occurred.

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

Before returning to work, the employee shall obtain a statement from her doctor indicating that she is able to do so. Nothing in this policy shall preclude an employee's right to any other District benefits for which the employee may qualify.

#### 16.7 Personal Business Leave

Unit members may use up to five (5) days (40 hours) per fiscal year of accumulated sick leave for Personal Business. Personal business days do not carry over from year to year and must be used in the year in which they are designated. Such leave may be taken in hourly increments. No more than five (5) unit members shall be allowed absence for such leave at any one time.

Pursuant to the California Educational Partnership Act, a unit member may use up to five (5) days (40 hours) per fiscal year of accumulated vacation or personal business, or comp time to find, enroll, or reenroll his or her child in a school or with a licensed child care provider, to participate in the activities of the school or child care provider, or to attend or to address a child care provider or school emergency. These days do not carry over from year to year and must be used in the year in which they are designated. Such leave may be taken in hourly increments. A unit member shall provide reasonable notice to his or her immediate supervisor of the planned absence. Upon request from his or her immediate supervisor,

a unit member shall provide documentation from the school or licensed child care provider as proof that he or she engaged in child-related activities.

#### 16.8 Jury Duty

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

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

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

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

#### 16.9 Quarantine

An employee whose place of residence is quarantined by the county health officer shall receive full salary for up to five (5) days during the period of quarantine. Thereafter, the employee shall use sick leave for any additional time off due to quarantine.

A statement from a qualified physician and/or public health authorities relative to the quarantine restriction shall be required in all cases.

#### 16.10 Family and Medical Leave

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

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

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

##### 16.10.1 Employee Eligibility

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

- 16.10.1.1 Have worked for the District for at least twelve (12) months;
- 16.10.1.2 Have worked at least 1,250 hours over the previous twelve (12) months for the District (by example, 182 days x 7 hours = 1,274 hours); and
- 16.10.1.3 Be one of at least fifty (50) employees employed by the District within seventy-

five (75) miles of the employee's work-site.

#### 16.10.2 Reasons for Taking Leave

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

- 16.10.2.1 Birth of the employee's child;
- 16.10.2.2 Placement of a child with the employee for adoption or foster care;
- 16.10.2.3 Care for the employee's child, spouse, or parent with a serious health condition;
- 16.10.2.4 The employee's own serious health condition that keeps his/her own job function from being performed.
- 16.10.2.5 A qualifying exigency arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces ("qualified exigency").
- 16.10.2.6 To care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin ("military caregiver").

#### 16.10.3 Advance Notice of Leave and Medical Certification.

Employees will provide (1) advance written notice of the leave request and (2) medical

certifications whenever a serious health condition is involved.

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

16.10.3.2 If the leave is to care for a child, spouse or parent with a serious health condition, or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:

16.10.3.2.1 Date of commencement of the serious health condition;

16.10.3.2.2 Probable duration of the condition;

16.10.3.2.3 Estimated amount of time the health care provider will provide care;

16.10.3.2.4 Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case

of the employee's own serious health condition, certification that the employee is unable to perform his/her job functions.

16.10.3.3 The District may require a second and third medical opinion regarding an employee's serious health condition at the District's expense. When the duration for the leave is uncertain or the estimated time for the leave expires and the employee remains out of work, the District may require subsequent recertification.

16.10.3.4 If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District.

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

determined by what is reasonable under the circumstances.

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

16.10.4 Continuation of Health Coverage And Other Job Benefit Plan.

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

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

16.10.4.3 An employee may, at his/her expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

16.10.5 Intermittent Or Reduced Schedule Leave.

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

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

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

16.10.6 Substitution of Paid Leave and Other Leave Requests.

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

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

the requirements of family care leave under section 16.10.2.

16.10.7 Maternity

A woman on maternity leave will not start using family care leave until her disability period is over (i.e., when their physician takes her off pregnancy related disability). Thus, although family leave due to an employee's serious health condition would normally run concurrently with sick leave where the employee is out for more than there days with a serious health condition, this will not apply in the case of disability due to pregnancy.

16.10.8 Spouses Who Work for the District.

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

16.10.9 Period of Eligibility.

The twelve (12) workweek period (twenty-six (26) workweeks for military caregiver leave) of entitlement commences on the first day of the leave.

16.10.10 Seniority, Employee Benefits and Break in Service.

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

16.10.11 Reinstatement of Employment and Fitness for Duty Report.

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

16.11 Entitlement to Other Sick Leave

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

Entitlement to sick leave provisions under this section shall be used after entitlement to all regular sick leave,

accumulated compensating time, vacation, or other available paid leave has been exhausted.

16.12 Other Leaves of Absence

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

16.13 Break in Service

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

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

16.14 Sick Leave Donation

16.14.1 Classified bargaining unit employees may donate unused sick leave to another employee when that employee suffers from a catastrophic illness or injury pursuant to Board Policy, the terms of Administrative Regulation, the Collective Bargaining Agreement between the District and the unit and Education Code section 87045.

16.14.2 For purposes of Sick Leave Donation,

"Catastrophic illness or injury" shall mean an illness or injury:

16.14.2.1 that is expected to incapacitate the receiving employee for an extended period of time in excess of twenty (20) working days beyond the employee's paid leave entitlement; and

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

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

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

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

16.14.3.1.2 Verify the existence of a "catastrophic illness or injury" as defined above. An employee must provide written medical verification of the catastrophic illness or injury form an

appropriate licensed health care provider. The District, in its discretion, may require a second medical opinion from a licensed health care provider of its choice.

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

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

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

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

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

four (4) hour increments for part time employees.

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

16.14.4 Sick leave donations pursuant to this provision shall be deducted from the donor's account and credited to the recipient's account. Such donations shall be unconditional and irrevocable. An employee who donates his or her sick leave pursuant to this provision shall lose all rights or entitlement to that sick leave whether or not the donated sick leave is used by the recipient employee.

16.14.4.1 Donated sick leave will be credited between the first (1st) and the fifth (15th) of each month, and any donations made after the fifth (15th) of any given month will be credited at the beginning of the following month.

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

16.14.5 For all donations under this provision, there shall be no adjustment made for differences in

individual salary between the donor and recipient. Thus, the recipient will receive his or her regular daily salary for each sick leave day donated, regardless of whether the donor's salary is greater or less than the recipient's salary.

16.14.6 Exhaustion of all sick leave as described herein includes all accumulated sick leave, all other accrued paid leave, and all sources of payment, including Workers' Compensation benefits. The recipient must be in unpaid status and must be unable to return to work at the time of the donation.

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

16.14.6.2 Any leave provided under the State or Federal Family Leave Acts shall run concurrently with any other paid leave. An employee receiving donated sick leave pursuant to this provision may only use the sick leave while the employee suffers the catastrophic illness or injury that precipitated the transfer of the sick leave. Donated sick leave days are only collected and posted to the

recipient after the recipient has been absent.

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

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

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

16.15 Campus closures during Spring and Winter breaks: If the District determines that it is in the best interests for the campus to be closed during either the Winter break (the two (2) weeks covering Christmas Day and New Year's Day) or Spring break, the following shall apply:

16.15.1 Employees will not report for duty except those positions required to perform necessary services, including but not limited to: Security, Maintenance, IT, and Cafeteria. These areas may not require 100% of the staff but scheduling for this time will be done on a seniority basis. This may require unit members to use annual accrued leave at Winter Break and Spring Break not covered by existing holidays.

16.15.2 All comp time must be taken first. All subsequent time will be split between Personal Business and vacation at 50% each. All employees will have the option to take the time off as all vacation or Leave Without Pay.

16.15.3 The District will provide at least 45 days' notice to CSEA of its intent to keep campus open during either Winter Break or Spring Break.

## ARTICLE 17. GRIEVANCE PROCEDURE

### 17.1 Definitions

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

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

A "day" is any day in which the administrative offices of the District are open for business. Time limits may be extended by mutual agreement. Failure of the District to respond within the time limitation shall allow the grievant the right to appeal to the next step. Failure of the grievant to appeal within the time limits set forth shall render the grievance resolved on the basis of the District's response.

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

Grievances and appeals must be submitted on the forms attached as Appendix.

#### 17.2 Level I

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

#### 17.3 Level II

Within five (5) working days after the informal conference, the grievant shall present his/her written grievance, on the appropriate form, to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The supervisor shall communicate his/her decision to the employee in writing within five (5) working days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

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

#### 17.4 Level III

In the event the grievant is not satisfied with the decision at Level II, he/she may appeal the decision on the appropriate form to the Director Human Resources within five (5) working days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of

the reasons for the appeal. The Director Human Resources shall communicate his/her decision within ten (10) working days after receiving the appeal. Either the grievant or the Director Human Resources may request a personal conference within the above time limits. If the Director Human Resources does not respond within the time limits, the grievant may appeal to the next level.

#### 17.5 Level IV

If the grievant is not satisfied with the decision at Level III, he/she may within five (5) working days appeal the decision on the appropriate form to the Chancellor. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

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

#### 17.6 Level V

The arbitration shall be conducted in accordance with the Voluntary Arbitration Rules of the American Arbitration Association (AAA) and the provisions of this procedure. However, upon the mutual agreement of the District and the Association, the arbitration may proceed under the Expedited Rules of the AAA.

The arbitrator shall be selected from a list provided by the AAA by eliminating names until only one (1) name remains. The one (1) remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) working days of receipt by both parties of the AAA list. The arbitrator shall have no power to alter, amend, add to, subtract from, or disregard any of the terms of this Agreement, but shall determine only if there has been a violation of a provision(s) of this Agreement as alleged in the grievance. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

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

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

#### 17.7 Level VI

If the grievant is not satisfied with the decision at Level IV, he/she may within five (5) working days submit a request in writing to the Chancellor for a review of the decision by the Board of Trustees. The Board will review a written summary by the Chancellor and a written summary by the grievant at the next regular Board meeting. This summary may include statements from witnesses. A

copy of this summary will be given to the grievant and his/her representative.

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

In the event the advisory arbitration has been utilized, the Board of Trustees shall consider the arbitrator's recommendation at its next regular meeting, provided that at least ten (10) working days have elapsed since receipt of the decision.

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

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

## **ARTICLE 18. SAFETY AND FITNESS**

### 18.1 Safety

Employee safety is a primary concern of the Governing Board and the administration of the District and is of highest priority. The obligation of the District is to provide and maintain safe working conditions and equipment at all times and to comply with standards prescribed by applicable state and local laws and regulations affecting employee safety. Any employee who notices any unsafe condition shall remedy and/or report the condition to his immediate supervisor immediately.

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

#### 18.1.2 Tools

The District will provide employees with the proper tools necessary to perform their regular assigned duties.

Additionally, Employees are to use tools in accordance with the manufacturer's recommendations.

### 18.2 Fitness

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

18.2.1 Program. A full-time classified employee who voluntarily enrolls in and attends a fitness

program offered by the West Hills Community College District (such as Fitness Lab, Swimming, Volleyball, or Aerobics and all other District fitness facilities, whether now existing or developed in future years, consistent with availability and use by other District employee groups), will be allowed up to one-half (1/2) hour of released time from work with no loss of pay on the day the employee participates in the fitness program activity. A flexible work schedule shall be mutually agreed upon by the employee and his/her immediate supervisor to accommodate an additional one-half (1/2) hour of time off for fitness program participation. The employee may enroll in no more than one program per academic semester.

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

18.2.3 Released Time. No vital College function shall be impaired or interrupted by the employee's participation in this program and the provision of released time thereof.

The Chancellor or designee shall make the determination of what constitutes "vital College function".

Any released time allowed for the purposes of this program shall be considered to be time worked by the employee.

**ARTICLE 19. SEPARABILITY AND SAVINGS**

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

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

**ARTICLE 20. EFFECT OF AGREEMENT**

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

**ARTICLE 21. COMPLETION OF MEET AND NEGOTIATION**

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

**ARTICLE 22. RETIREMENT**

22.1 Early Retirement:

Early retirement is defined as retirement prior to the age of sixty-five (65) years of age.

22.2 Early Retirement Options:

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

Option 1. Retirement Incentive Stipend:

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

Age on effective retirement date: Incentive Stipend effective

17 07/01/2006:

60 years of age	\$15,000
61 years of age	\$12,000
62 years of age	\$10,000
63 years of age	\$6,000

Option 2. Retirement Incentive Benefits:

Unit members who retire on or after the age of fifty-five (55) but prior to the age of sixty-five (65) with a minimum of twenty (20) years continuous service with the District immediately preceding retirement, may continue to receive the District paid Health Insurance monthly maximum contribution set forth in Article 6.3.1 at

the time of retirement, for the unit member and spouse, until the unit member's sixty-fifth (65<sup>th</sup>) birthday. The unit member shall be responsible for the difference in cost above the cap. This provision shall only be applicable to unit members who retire during the term of this Agreement.

Option 3. Retirees Benefits:

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

22.3 Eligibility

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

**ARTICLE 23. TERM**

This Agreement shall become effective on July 1, 2017,  
and shall continue in effect up to and including June 30, 2020.

**WEST HILLS COMMUNITY  
COLLEGE DISTRICT**

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER 429**

\_\_\_\_\_  
Dr. Stuart Van Horn  
Chancellor

\_\_\_\_\_  
Lenore Simonson  
President, CSEA

Date:\_\_\_\_\_

Date:\_\_\_\_\_