



ANTELOPE VALLEY COLLEGE

*FEDERATION OF
CLASSIFIED EMPLOYEES*

Local 4683

Collective Bargaining Agreement

With

Antelope Valley Community
College District

July 1, 2018 – June 30, 2021

Antelope Valley College
3041 West Avenue K., Lancaster CA 93536
www.avc.edu

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ARTICLE I
PREAMBLE

1.0 The Antelope Valley College District Board of Trustees (hereafter referred to as the Board) and the Antelope Valley College Federation of Classified Employees (hereafter referred to as AVCFCE and/or the Federation), Local 4683, hereby enter this agreement on July 16, 2019 in a spirit of mutual commitment to the enhanced welfare, excellence and prestige of the Antelope Valley College District (hereafter referred to as the District) and join in dedication to the students and community we are pledged to serve.

The purpose of the Agreement is to promote the improvement of employer-employee relations, provide an equitable and amicable procedure for the resolution of disputes and set forth the rights and duties of the respective parties to insure the continuance of fair, impartial and nondiscriminatory application of District rules and procedures to all employees.

If there is any conflict between any specific provision(s) of the Agreement and District policies, past practices, or rules, the specific provision(s) of the Agreement shall prevail.

ARTICLE II
NON-DISCRIMINATION

- 2.0** Neither the District nor the Federation shall discriminate against any unit member in the course and scope of his/her employment on the basis of race, color, religion, creed, national origin, sex, age, marital or parental status, disability, or membership or participation in an employee organization. Any alleged violation of this article shall have as its remedy a grievance or complaint filed with the appropriate state and/or federal agency designated to handle such complaints. Once a complaint is filed with a state or federal agency, the grievance procedure is waived, and any grievance is dismissed with prejudice.

ARTICLE III
PROVISIONS OF AGREEMENT

- 3.0** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over past and present District practices, procedures and regulations, and over State laws to the extent permitted by State law and that except as expressly provided by specific provisions in this Agreement, all lawful practices, procedures and regulations are discretionary within the District.

The District and the Federation shall make a mutual effort to work together regarding implementation, interpretation and support of this Agreement.

- 3.1** **Savings**– If any provisions of this Agreement are held by a court of competent jurisdiction to be contrary to law, then such provision will be deemed invalid, to the extent permitted by such court decision, but all other provisions or applications shall continue in full force and effect.

The District and the Federation agree that they will meet within thirty (30) days of said court decision to bargain about the severed portion(s) of the Agreement.

- 3.2** **Completion of Meet and Negotiate**– The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at any time they negotiated or signed this Agreement.

The only exception to the above would occur if there were mutual agreement of the parties to re-open a particular item or items. If, during the term of this Agreement, the parties hereto should mutually and voluntarily agree to modify, amend or alter the provisions of this Agreement in any respect, any such changes shall be effective only if reduced to writing and executed by authorized representatives of the District and the Federation. Any such changes validly shall become a part of this Agreement and subject to its terms of automatic renewal or termination.

ARTICLE IV
MANAGEMENT RIGHTS

4.0 The District, on its own behalf and on behalf of the electors of the District, has all the customary and usual powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California, and of the United States, including, but without limiting the generality of the foregoing, the right:

- 1) To Except to the extent limited by the specific and express terms and conditions of this agreement, to the executive management, organization and administrative control of the Antelope Valley Community College District and its properties and facilities, and the activities of its employees;
- 2) To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services as authorized by the California Education and Government Codes; as modified by case law;
- 3) To hire all employees, and, subject to the provisions of law, to determine their qualifications and the condition for their continued employment; discipline, dismissal or demotion, and to promote, assign, and transfer all such employees;
- 4) To establish education policies, goals and objectives; to ensure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of district operations; and
- 5) To 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.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 thereof, are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

ARTICLE V
FEDERATION RIGHTS

- 5.0 Facilities**– The Federation and its members shall have the right to use district (college) facilities and equipment at reasonable times when not otherwise in use for the purpose of meetings concerned with the exercise of rights incorporated in the agreement.
- 5.1 Communication and Notice of Activities**– The Federation shall have the right to post notices of activities and matters of concern on designated bulletin boards. The Federation may utilize employees' mailboxes and campus email for communication with its members and other employees.
- 5.2 Federation Business**– The authorized representative of the Federation shall be permitted to transact official Federation business on college property at reasonable times not interfering with the educational process, or District duties of the employees.
- 5.3 Public Information**– The Board agrees to furnish, upon request of the Federation, all public information required by the Federation that is reasonably necessary for the Federation to fulfill its role as the exclusive bargaining representative.
- 5.4 Membership**
- 5.4.1 **Membership List**– The names and mailing addresses of all unit members who do not otherwise request that such information remain privileged and confidential, shall be provided to the Federation semi-annually upon written request. Such list shall include classification and site location.
- 5.4.2 **Additions to Membership List**– As new unit members are employed, separated, transferred or have name or address changes, the names, mailing addresses, classifications, and site locations shall be provided to the Federation within twenty-one (21) days.
- 5.4.3 **Seniority List**– The Federation shall be supplied with a seniority roster of all employees within three (3) months of the effective date of this Agreement and once a year thereafter, unless updated earlier. The roster shall indicate the employee's present classification.
- 5.5 Board Meetings**– The Federation shall be entitled to representatives at all public Board meetings and shall be allowed to speak on any item on any agenda in accordance with existing Board Rules.
- 5.5.1 **Board Agenda** – The District shall provide the Federation with a copy of the Board agenda booklet, less the confidential items and those materials that relate to negotiations. The determination of confidential items and materials that relate to negotiations will be left to the judgment and discretion of the District.
- 5.5.2 **Adopted Budget**– The local chapter will receive one copy of the adopted budget, after its approval by the Board.
- 5.6 Copies of Contract**– Within thirty (30) days of the execution of this contract, the District shall print or duplicate and provide a copy of this Agreement to every unit member in the bargaining unit. Any unit member who becomes a member in the bargaining unit after execution of the Agreement shall be provided with a copy of this Agreement by the District at the time of

employment. The District shall provide the Federation with fifteen (15) additional copies for its use.

5.7 Mailbox– The Federation shall be provided with one (1) mailbox for Federation business.

5.8 Released Time/Meetings– The Federation President or designee shall be granted 250 hours of released time annually in addition to released time for shared governance activities. These hours may be used for the purpose of on-campus representation activities as well as local, state, and national Federation conventions, conferences, and workshops. Such activities shall not interfere with the educational process and/or District duties of the employee. Such time shall not be cumulative over successive years.

5.9 Meetings

5.9.1 **Quarterly Unit Meetings**– The Federation shall have the right to conduct quarterly meetings for bargaining unit members during regular working hours.

5.9.2 **Orientation Meetings**– The District and the Federation shall jointly conduct two orientation meetings annually for bargaining unit members. The meetings will be held at the beginning of the fall and spring semesters during regular work hours.

5.9.3 **Monthly Meetings**– Monthly meetings, as needed, shall be scheduled between the Federation president or designee, and the Vice President of Human Resources or designee, for the purpose of discussing campus problems and heading off any potential grievances.

5.10 Negotiations– The District shall not conduct any negotiations with any organization that claims to represent the employee-employer relations interest of unit members other than the Antelope Valley College Federation of Classified Employees, local Chapter 4683, and the exclusive representative of the unit.

5.11 Vacancies and Additions to Bargaining Unit

1) The District shall provide the Federation with a copy of the monthly Personnel Schedules from Board minutes.

2) The District shall provide the Federation with a copy of classified job announcements before the position is opened to the public.

5.12 Dues, Fees and Payroll Deductions– The District shall deduct from the pay of Federation members and pay to the Federation the normal and regular monthly Federation membership dues as voluntarily authorized in writing by the employee on the Federation form subject to the following conditions:

1) Such deductions shall be made only upon submission of the Federation form to the District payroll department, duly completed and executed by the unit member.

2) The normal and regular monthly Federation membership dues shall be updated by the District July 1 of each year to include all salary adjustments. The District shall not be obligated to implement any new Federation monthly dues deductions until the pay period commencing not less than thirty (30) calendar days after such submission.

- 3) The District shall, on a monthly basis, draw its order upon the funds of the District in favor of the Federation for an amount equal to the total of the dues deduction made during the month and shall furnish the Federation a list of all employees affected, together with the amount deducted for each. A unit member may terminate Federation membership or voluntary dues deduction authorization at any time. Said deduction cancellation shall be effective on the pay period commencing thirty (30) workdays after written submission.
- 4) If the District is contacted by an employee who indicates a desire to terminate his or her membership in AVCFCE, the District shall refer the employee to AVCFCE.
- 5) Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for credit union, savings, bonds, charitable donations, or any other plans or programs approved by the District.
- 6) The Federation agrees to indemnify and hold harmless the District, its officers, employees and agents against any and all costs, losses, or damages because of civil or other action arising from the administration and implementation of these provisions. Any clerical errors will be corrected by the party making the error, with the provision that if any such dues are deducted from the pay of any unit member and remitted to the Federation and the unit member does not owe same, the Federation shall refund the same to the unit member and the District shall not be liable for any refund. The Federation agrees to furnish any information needed by the District to fulfill these provisions.

5.13 New Hires and Orientation

5.13.1 Employee Information

The District shall provide the AVCFCE President notice of any newly hired employee(s) within ten (10) days of hire, via electronic mail. The notice shall include full legal name, date of hire, job classification, and work location. As a supplement, on the last workday of each quarter, the District shall provide the AVCFCE President via a mutually agreeable electronic service, the name, job title, department/division, work location, personal cellular phone numbers, personal e-mail addresses, and employee identification number of unit members if the information is on file and the employee hasn't objected in writing. The home address, home telephone number, personal cellular telephone numbers, personal e-mail addresses, and birth dates shall not be deemed public records, nor open to public inspection except as specified under Government Code section 6254.3(a).

5.13.2 AVCFCE Access to New Employee Orientations

The District will schedule a quarterly orientation session for all employees hired in that quarter. The District shall provide the AVCFCE President notice within ten (10) days of the quarterly orientation to allow AVCFCE access to the orientation. The session will be scheduled for up to thirty (30) minutes, collaboratively planned by Human Resources and AVCFCE. One AVCFCE representative will receive release time not counted against existing release time in the collective bargaining agreement. Additional release time would be available for other representatives from those days allocated for release time in Article 5.9. The AVCFCE Labor Relations Representative may also attend the session.

ARTICLE VI
PERSONNEL RECORDS

6.0 Personnel Records

- 1) Personnel records shall be kept for all unit members and include information expected in sound personnel administration.
- 2) Personnel files will be considered confidential and will not be available to persons other than the individual unit member and those who must have access to such files as part of their responsibilities and assigned duties.
- 3) Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for inspection of the person involved. However, such materials shall not include ratings, reports, or records which:
 - a) Were obtained prior to employment of the person;
 - b) Were prepared by identifiable examination committee members; or
 - c) Were obtained in connection with a promotional examination.

6.1 Derogatory Information– Information of a derogatory nature, except materials mentioned in the third paragraph above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

6.2 Review of Personnel Records – Every unit member shall have the right to inspect the materials upon request, with the exception of materials mentioned in the above paragraph. Such review shall take place during normal school hours and the unit member shall be released from duty for this purpose without salary deduction.

6.3 Investigation Purpose(s)– A unit member (affected employee grievant) with written authorization to the Office of Human Resources and Employee Relations has the right to designate an individual working in conjunction with the Avcfce Grievance Committee, as having access to the affected unit member’s personnel record.

ARTICLE VII
RE-OPENERS AND DURATION

- 7.0 **Re-openers**- There shall be no scheduled re-openers for the term of this Agreement.
- 7.1 **Duration**-~~The term of this Agreement shall be from the date of ratification/approval through four years from that date or~~ July 1, 2018 through June 30, 2021, and from day to day thereafter until such time that the parties ~~hereto~~ have mutually agreed to a successor agreement.
- 7.2 **CONTRACT RE-OPENERS – 2012-15 Ratified September 10, 2012**

by the
**Antelope Valley College Federation of Classified Employees and
the Antelope Valley Community College District**

This language replaces the language in Article 8.2 of the Collective Bargaining Agreement. The following provisions will be made regarding classified benefits, Article VIII, section 8.2 of the Collective Bargaining Agreement for the plan year beginning October 1, 2012 to September 30, 2013:

Health & Welfare Benefits

Plans and Eligibility

Medical Plans – The District will offer the following medical plans including the Employee Assistance Program through Self – Insured Schools of California, to all Permanent full-time and part-time classified employees and retirees effective October 1, 2012:

Blue Shield 100A, \$10.00, Rx 5-20 (Previously PPO IA)
Blue Shield 100A, \$20.00, Rx 7-25 (Previously PPO 2C)
Blue Shield 100B, \$20.00, Rx 7-25 (Previously PPO 3C)
Blue Shield 80% D, \$20.00, Rx, 7-25 (Previously PPO 6C)

Kaiser #I

Kaiser #8 was eliminated due to no enrollment and replace with Blue Shield 90% A

Blue Shield 90% A, \$20.00, Rx, 9-35 (Replaces Kaiser #8)

Domestic partners are eligible for benefits under the medical plans, subject to SISC’s “Domestic Partner Guidelines.”

Additional benefits offered beyond the medical plans are provided through SIIRMA Through the end of the benefits year, and include Delta Dental, Medical Eye Services, Term Life Insurance and Income Protection, Retirees are included in all additional benefits except for the income protection. These additional benefits will be negotiated at the end of the benefits year and any savings will be applied to medical benefits.

Contributions

The District cap is currently at \$13.385.10. The District agrees to return to negotiations and discuss any savings that fall below the cap as a result of saving from changes to lower plans.

The Board of Trustees commitment to retirees is to contribute \$973.60 annually above cap per Retiree.

The employee contribution for all full-time permanent employees shall be at the combined rate and retirees shall be at the same amount for the same plans (e.g. plan 100A will cost the same for both) however, retirees shall be at the tiered rate as per Section 8.2.4.

The District's contribution for permanent employees working less than full-time shall be based on a percentage of employment. Such employees may waive enrollment in any plans which they are not required to be enrolled and use the District's contribution to cover up the full cost of the plans in which they are enrolled.

PLAN CHOICE	EMPLOYEE COST	
	10-month deduction*	12-month deduction**
Kaiser HMO#1	\$39.45	\$32.87
Blue Shield PPO 100%, Plan A, \$10 co-pay Rx 5-20	\$434.25	\$361.88
Blue Shield PPO 100%, Plan A, \$20 co-pay Rx 7-25	\$373.05	\$310.88
Blue Shield PPO 100% Plan B, \$20 co-pay, Rx7-25	\$352.65	\$293.88
Blue Shield PPO 80%, Plan D, \$20 co-pay, Rx 7-25	\$217.05	\$180.88
Blue Shield PPO 90%, Plan A, \$20 co-pay, Rx 9-35	\$274.65	\$228.88

For 2012-13 benefits year, the monthly contribution for retirees shall be:

PLAN CHOICE	RETIREE	RETIREE+
	COST (12 monthly Payments)	1 or RETIREE+ FAMILY COST (12 monthly payments)
Kaiser HMO #1	\$0.00	\$0.00
Blue Shield PPO 100%, Plan A, \$10 co-pay, Rx 5-20	\$0.00	\$264.88
Blue Shield PPO 100%, Plan A, \$20 Co-pay, Rx 7-25	\$0.00	\$213.88
Blue Shield PPO 100%, Plan B, \$20 Co-pay, Rx 7-25	\$0.00	\$196.88
Blue Shield PPO 80%, Plan D, \$20 Co-pay, Rx 7-25	\$0.00	\$83.88
Blue Shield PPO 90%, Plan A, \$20	\$0.00	\$131.88

The Classified bargaining unit will be using the combined rate.

Married couples or recognized domestic partners who are both unit members covered Under the District's health and welfare benefits plan that will elect to enroll in the same Health plan shall be responsible for paying only one contribution.

Married couples or recognized partners both employed by the District who are enrolled in two separate health and welfare benefits plans (e.g., CVT and SISC), who shall be responsible for paying only one fifty percent or their respective plan contributions.

CONTRACT RE-OPENERS – 2005-09

Ratified July 1, 2005 by the Antelope Valley College Federation of Classified Employees and the Antelope Valley Community College District

Health & Welfare Benefits

AVCCD and AVCFCE agreed to set the benefit cap for October 1, 2006 to September 30, 2007 at \$13,385.10. Above cap costs for Plan 1A will be \$972, for Plan 2C \$408 and Plan 3C \$72 per year. Plans 6A and Kaiser will be no cost to employees. Deductions will be made tenthly.

Salaries

Salary 2006-07

COLA applicable as of July 1, 2006

Additional 1% of funded growth to be applied July 1, of the following year (7-1-07)

Salary 2007-08

COLA applicable as of July 1, 2007

Additional 1% of funded growth to be applied July 1, of the following year (7-1-08)

Salary 2008-09

COLA applicable as of July 1, 2008

Additional 1% of funded growth to be applied July 1, of the following year (7-1-09) These increases shall apply to all classified salaries.

COLA will be applied to salary as soon as possible after the state budget is approved for the year.

Should the District grant a salary increase greater than the formula stated above for any other unit for any part of term of the contract, the same shall be granted to the AVCFCE.

ARTICLE VIII
SALARIES & RELATED BENEFITS

8.0 Salaries

8.0.1 Salary 2018-2019:

Effective retroactive to July 1, 2018, 2% will be added to the classified salary schedule. In addition, for 2018-2019, the District will offer an additional one-time, off schedule stipend equal to 2% of base salary for unit members currently employed on the final date of union ratification and board approval.

8.0.2 Salary 2019-2020:

Effective retroactive to July 1, 2019, 2% will be added to the classified salary schedule. In addition, for 2019-2020 and an additional one-time, off schedule stipend equal to 2% of base salary will be awarded to all unit members currently employed on July 1, 2019.

8.0.3 Salary 2020-2021:

Effective July 1, 2020, 2% will be added to the classified salary schedule. In addition, for 2020-2021 and an additional one-time, off schedule stipend equal to 1% of base salary will be awarded to all unit members currently employed on July 1, 2020.

The AVCFCE reserves the right to utilize COLA along with the other criteria in Government Code Section 3548.2(b) in making proposals to the District.

To the extent retroactive payments are required, the District is committed to the following:

- 1) Completing retroactive payment of the off-schedule stipend for 2018-2019 and 2019-2020 to all eligible classified unit members no later than the first paycheck after the conclusion of five (5) months from the time of AVCFCE ratification and Board approval of this mediated settlement agreement.
- 2) Complete retroactive payment of the on-schedule salary increase for 2018-2019 and any portion of 2019-2020 to all eligible classified unit members no later than the first paycheck after the conclusion of eleven (11) months from the time of AVCFCE ratification and Board approval of the mediated agreement.

8.1 Anniversary Dates for Step and Longevity– Salary adjustments for step increases and longevity shall occur July 1 each fiscal year, effective starting July 1, 2019. For the 2019-2020 fiscal year, employees with hire dates of July 1 through December 31 who are eligible for a step or longevity increase during the 2019-2020 fiscal year shall receive such pay increase effective July 1, 2019. For employees with hire dates of January 1 through June 30 who are eligible for a step or longevity increase during the 2019-2020 fiscal year shall receive such pay increase effective January 1, 2020. Thereafter, starting with the 2020-2021 fiscal year, all employees eligible for step or longevity increases during any subsequent fiscal year shall receive such increase on July 1 of the start of the fiscal year in which they are eligible for such increase. Thus, by having the anniversary date on July 1 each year, each classified employee shall receive his/her step and/or longevity increase in advance of their hire date (except those with a hire date of July 1, for whom the anniversary date and hire date shall be the same). The change to anniversary date shall be for the purpose of step increases and longevity only and shall not constitute a change in actual hire/seniority date or be used for any other purpose, including for layoff purposes or evaluation.

1) Examples (for illustrative purposes only):

- i. For the implementation year (2019-2020) if your hire date is between July 1 and December 31, and if you are eligible for a step and/or longevity increase during the 2019-2020 fiscal year, you will receive such increases effective July 1, 2019.
- ii. For the implementation year (2019-2020) if your hire date is between January 1 and June 30, and if you are eligible for a step and/or longevity increase during the 2019-2020 fiscal year, you will receive such increases effective January 1, 2020.
- iii. For fiscal year 2020-2021, all employees will have an anniversary date of July 1. Any classified employee who is eligible for a step and/or longevity increase between July 1, 2020 and June 30, 2021 shall receive such increases effective July 1, 2020.
- iv. For fiscal year 2021-2022, all employees will have an anniversary date of July 1. Any classified employee who is eligible for a step and/or longevity increase between July 1, 2021 and June 30, 2022 shall receive such increases effective July 1, 2021.

Unit members will receive longevity increments after the completion of 10 consecutive years of service; the longevity increments will become effective July 1 of the academic year in which a unit member will start his/her 11th, 16th, 21st, 26th, 31st and 36th years of service. Longevity increments are listed below:

<u>Years of Service</u>	<u>Amount of Longevity</u>
11	3.5% of base pay
16	3.5% additional
21	3.5% additional
26	3.5% additional
31	3.5% additional
36	3.5% additional

8.2 Health & Welfare Benefits

Effective retroactive to July 1, 2018, the classified employee health and welfare benefit cap shall be \$14,500 per year through September 30, 2021. The District shall contribute, for active employees who meet eligibility requirements, only the actual cost of the employee's chosen plan, up to a maximum of \$14,500 per year through September 30, 2021. Should the employee select a plan that costs less than \$14,500 per year, the difference between the plan cost and cap is not paid to the employee. If the cost of the selected plan exceeds the \$14,500 cap, the employee must bear the increased cost of such plan.

8.3 Retirement

Classified employees who retire during the term of this collective bargaining agreement shall be entitled to purchase continued health, accident, dental, vision and life insurance coverage for the unit member and dependents that insofar as possible are the same plans and contain the same benefits as regular and active classified unit members of the District during the period covered by this benefit, subject to the following eligibility requirements and conditions:

- a) The minimum age of eligibility shall be 55.

- b) The employee must have been employed by the District for a period of 10 years.
- c) During the entire period of this benefit, the retired employee must be actively drawing service retirement from the Public Employees' Retirement System (PERS).
- d) The employee must have been eligible for and enrolled in health insurance while an active employee and immediately prior to retiring.
- e) All health and welfare benefits shall terminate on the 65th birthday of the retired employee.

The health and welfare cap for eligible retirees shall, effective retroactive to October 1, 2018 and continuing through September 30, 2021, be \$14,500 per year, except for those retirees who retired during the 2015-16, 2016-17, or 2017-18 and are subject to a separate Memorandum of Understanding. The District shall contribute only the actual cost of the plan the retiree was on as an employee immediately preceding retirement (e.g. employee only, employee plus one, or employee plus family), up to a maximum of \$14,500 per year through September 30, 2021. If the retiree chooses at the time of retirement or thereafter to change to a more expensive plan, the retiree must bear the increased cost of such plan. Should the retiree select a plan that costs less than \$14,500 per year, the difference between the plan cost and the cap is not paid to the retiree.

8.4 Paid Vacations

- 1) Vacation leave shall accrue from the date the unit member first renders probationary service, if prior to the 15th day of the month. If probationary service is first rendered after the 15th day of the month, such service shall be deemed to have commenced the first day of the following month. Full credit for vacations, sick leave, holiday benefits, and salary increments will be given for the first calendar month of employment if the beginning date of employment allows fifteen (15) days of employment in that month.
- 2) A regular unit member who resigns or whose employment is terminated after one (1) year of service shall receive the paid vacation to which he/she is entitled at the time of severance.

8.4.1 **Accrual of Vacation Time** – Vacation leave may be accrued by unit members to the limit of the number of days which represents the equivalent of earned vacation for a period of two (2) years. (Maximum earned vacation time allowed would be 44-days for a 20-year unit member)

A review of unit member's vacation accrual will occur on June 30 of each year. Any unit member who has accumulated vacation days in excess of the 2-year maximum allocation will have his/her vacation balance reviewed on a monthly basis and will not receive an allocation until his/her cap has been reached. At that time, the days will be allocated through the remainder of the year.

8.4.2 **Taking of Vacation Time** – Vacation shall be scheduled with the mutual agreement of the unit member and his/her supervisor. Unit members shall use vacation time within twenty-four (24) months of the period that vacation time accrued.

8.4.3 **Schedule of Earned Vacation**– Each unit member earns vacation days according to his/her time of employment:

<u>Years</u>	<u>Number of Hours per</u>	<u>Days Earned</u>
1 - 3	80	10
4 - 5	88	11
6 - 8	120	15
9 - 13	136	17
14 - 16	144	18
17	160	20
18	168	21
19+	176	22

Unit members with less than full-time 10-, 11-, or 12-month assignments earn vacation hours on a pro-rated basis.

8.5 **Paid Holidays**

- 1) Unit members shall be entitled to the following paid holidays provided they are in paid status any portion of the work day immediately preceding or succeeding the holiday.
- 2) Prior to the development of the district calendar, the district will seek input from the Federation.

8.5.1 **Holidays**– In the event a holiday falls on an employee’s regularly scheduled day off, and the employee is in paid work status the work day prior and following the holiday, that employee shall be granted an additional floating holiday to be taken at a time agreed upon by the employee and the employee’s supervisor.

- Martin Luther King Holiday
- Lincoln's Day Holiday
- Washington's Day Holiday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Holiday (2 days to include Thanksgiving Day and the day after Thanksgiving)
- The District may designate other school holidays for all unit members as it deems appropriate.

8.5.2 **Restrictions**– School recesses during winter and spring breaks shall not be considered holidays for unit members who are normally required to work during that period. When it is announced that college is closed to students and faculty (whether for partial or full day) the college shall also be considered closed for all unit members.

8.6 **Emergencies**– A small number of emergency employees may be required to work to provide minimum services. Emergency workers will be paid double-time or will be provided compensatory time equal to number of hours worked.

ARTICLE IX
EDUCATIONAL/PROFESSIONAL DEVELOPMENT PROGRAM

- 9.0** Unit members who successfully complete approved course work or equivalent study will receive up to \$100 for the actual cost paid by the employee or student loan acquired by employee of a semester unit or 15 hours of equivalent study or the prorated portion of a semester unit, quarter unit, or equivalent study of less than hours.

The District will annually allocate \$14,000 to fund educational/professional development activities. The committee may opt to disperse the funds annually or semi-annually. If all qualified applicants cannot be funded from the \$14,000 allocation, the committee will establish a procedure for equitable distribution. The committee shall consist of two (2) classified employees selected by the executive board and one administrator selected by the District.

Unused funds will not be carried over from one fiscal year to the next.

9.1 **Application & Eligibility**

- 1) Unit members must be employed by the District for at least one year to participate in the Educational/Professional Development program.
- 2) Unit members who apply for educational/professional development funds must complete and submit a District application with a copy of final grade(s) report or transcript(s) reflecting successful course completion and original receipt(s) report or transcript(s) reflecting successful course completion and original receipt(s) in a manner specified by the committee.
- 3) The application must include a description of the course work or study to be undertaken, the number of units of funding applied for, a statement describing how the course work or study relates to the unit member's job effectiveness and/or the manner in which the study will support or fulfill the unit member's educational/professional development goals. The Educational/Professional Development Committee shall review course work for approval.
- 4) Approval for released time must be granted by the unit member's immediate supervisor if course work interferes with the employee's normal work schedule.
- 5) Payment for authorized educational/professional development will be made as specified per the committee after verification of eligibility. If a conflict of interest with a committee member occurs, the committee member shall not be allowed to participate in the approval of their application.

ARTICLE X
LEAVES

10.0 Leaves of Absence

10.1 Procedure for Reporting Absences

- 1) The responsibility for implementing district policy relative to reporting absences rests with the respective Vice President.
- 2) When reporting an absence, the following information will be submitted:
 - a) Name
 - b) Job assignment
 - c) Reason for absence
 - d) Anticipated length of absence.
- 3) A unit member shall notify his/her immediate supervisor or supervisor's designee of any absence. Unless the unit member is incapacitated, the unit member shall call 30 minutes prior to start of the unit member's work shift or no later than 30 minutes after the start of the unit member's shift, on the day of intended absence.

10.2 Bereavement Leave

- 1) Every unit member shall be granted a leave of absence not to exceed three (3) days with an additional two (2) days when one-way travel of more than 300 miles is required to attend services, because of the death of any member of his/her immediate family. Member(s) of the immediate family means the mother, father, grandmother, grandfather, or grandchildren of the unit member, or of the spouse, or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister, of the unit member, or any relative living in the immediate household of the unit member.
- 2) No deduction shall be made from the salary of such employees nor shall such leave be deducted from the leave granted by other sections of this agreement.

10.3 Military Leave– In accordance with state and federal law, the district will grant up to 30 days per year of paid leave for its employees who present orders indicating that they are being assigned to active duty. A “year” shall be known as the college fiscal year, July 1 through June 30.

- 1) A unit member on a military leave of 30 days or less in one year shall receive rights and benefits including salary as though he/she had remained in the employment of the District.
- 2) If reserve military service, including National Guard obligations, in excess of 30 days per year, falls on the unit member's regular work shifts, the unit member's schedule may be changed to avoid the necessity of using vacation time, provided five (5) working days' notice is received from the unit member, subject to approval of the unit member's supervisor.

- 3) Any unit member on a temporary military leave (not more than 180 days) shall receive the same vacation, sick leave, holiday privileges and step increases that he/she would have enjoyed had he/she remained with the District.
- 4) Job security extends to any unit member honorably discharged who returns to the District within 12 months following the first date such unit member could have terminated active service.
- 5) Such unit member shall be restored to a comparable position at a salary schedule placement he/she would have received had he/she remained in the service of the District.

10.4 Professional Leave

10.4.1 **Required Attendance**– The District may require a unit member to attend workshops, training sessions, meetings, or other similar activities. A unit member attending such activities will be compensated in the same manner that he or she would be compensated for performing regular duties.

Necessary expenses related to required attendance will be paid by the District.

10.4.2 Voluntary Attendance

- 1) A unit member may request District approval to attend work-related training sessions, workshops, meetings, or other similar activities. If District approval for such attendance is granted by the supervisor, the unit member will be compensated for hours of attendance which occur during the unit member's regular workday.
- 2) All or part of expenses related to the unit member's attendance at an approved voluntary activity may be paid by the District. Expenses may include, but are not limited to, registration fee, travel expenses, and materials. Payment for expenses may be in addition to staff development funds.

10.5 Released Time for Flex Activities

- 1) Attendance of flex activities shall be scheduled with the mutual agreement of the unit member and his/her supervisor; however, a supervisor may not deny the unit member's attendance to a flex activity unless the unit member's attendance would create a hardship for the work area.
- 2) A "Flex Request" form shall be filled out in advance and given to the immediate supervisor for approval. Upon completion of the activity, the original form shall be given to the Office of Human Resources for placement in the unit member's personnel file.

10.6 Staff Development– The sum of \$10,000 shall be set aside for use by unit members for each year of this Agreement, commencing July 1, 1999. Applications for participation shall comply with normal procedures as established by the Staff Development committee.

10.7 Industrial Accident and Illness Leave– Industrial accident and illness leave shall apply to all unit members currently employed by the District.

- 1) Allowable leave for the same accident or illness shall not exceed 60 days in any one school year.
- 2) Such leave shall not be accumulative from year to year.
- 3) When an industrial accident or illness occurs at a time when the allowable 60 days extend into the next school year, the unit member shall be entitled to only the days remaining (of the 60) at the end of the school year in which the illness or injury occurred for the particular accident or illness.
- 4) Industrial accident or illness leave shall commence on the first day of absence.
- 5) Industrial accident or illness leave will be reduced by one (1) day for each day of the authorized absence, regardless of a compensation award made under Worker's Compensation.
- 6) Payment for wages lost on any day shall not, when added to an award granted the unit member under Worker's Compensation laws of the state, exceed the normal wage for the day.
- 7) During the accident or illness leave, the unit member shall endorse to the District, wage loss benefit checks received under Worker's Compensation. The District, in turn, shall issue the unit member appropriate warrants for payment of wages and shall deduct normal retirement and other authorized contributions.
- 8) In lieu of the foregoing method of payment, a unit member may elect to retain awards made under Worker's Compensation and to have such amounts deducted from the unit member's next regular District salary warrant.
- 9) When industrial or illness benefits have been exhausted, sick leave will then be used. If a unit member is receiving Worker's Compensation, he/she shall be entitled to use only so much of his/her sick leave, accumulated compensating time off, vacation or other available leave which, when added to the Worker's Compensation award provide for a full day's wage.
- 10) The unit member shall be notified by the Vice President of Human Resources and Employee Relations to the extent or amount of sick leave being utilized in conjunction with temporary benefits under Worker's Compensation.
- 11) Industrial accident or illness leave of absence, paid or unpaid, shall not be considered a break in service (other than salary) of the unit member.
- 12) When all available leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to resume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for 39 months.
- 13) When available during the 39 months, he/she shall be employed in the class of his/her previous assignment, over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.

- 14) A unit member who has been placed on a reemployment list, as provided above, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- 15) The provisions of Worker's Compensation are applicable to all unit members of the District.
- 16) Benefits provided by Worker's Compensation are not recoverable if injury was intentionally self-inflicted, caused by the unit member's own intoxication, arose out of an altercation in which the unit member was the initial physical aggressor, or if the unit member willfully and deliberately caused his/her own death.
- 17) Benefits are available to unit members who sustain industrial injuries.
- 18) Compensation includes medical treatment, temporary disability indemnity, permanent disability indemnity, and death benefits.

10.8 Sick Leave (Illness and Injury)– Each unit member employed on a full-time basis shall be entitled to 12 days of leave of absence for illness, injury, or quarantine, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service (12 months). Illness and injury leave shall accumulate at the rate of one (1) per day per month served.

- 1) A unit member employed for a full workweek but less than a full fiscal year is entitled to that proportion of 12 days as the number of months he/she is employed bears to 12.
- 2) A unit member employed less than five (5) days per week, except the full-time employee on a four (4) day week, shall be entitled, for a fiscal year of service, to that proportion of 12 days leave as the number of days he/she is employed per week bears to five (5).
- 3) Credit for sick leave (illness and injury) need not be accrued prior to taking such leave by the unit member and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he may be entitled until the first day of the calendar month, after completion of six (6) months of service with the District.
- 4) If the unit member does not consume the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year so long as the person remains in the employment of the district.
- 5) Pay for any day of sick leave shall be the same as the pay which would have been received had the unit member served during the day.
- 6) Each unit member returning after three (3) or more consecutive days of absence because of illness may be required to present a doctor's statement that the employee's health is satisfactory to return to the workplace.
- 7) A unit member able to resume the duties to which he/she is assigned may do so at any time during the leaves granted and time lost shall not be considered a break in service. The unit member shall be restored to a position within his/her class with all the rights, benefits, and burdens of a permanent employee.

- 8) If at the conclusion of all leave of absence, paid or unpaid, the unit member is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of 39 months.
- 9) At any time during the 39-month period the unit member is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except those laid off for lack of work or funds in which case he/she shall be ranked according to his proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.

10.9 Use of Sick Leave for Family Members – A unit member who qualifies for sick leave under this section of the contract is entitled to use his/her available sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee’s current rate of entitlement, to attend to an illness of a child (regardless of age or dependency status), parent, parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling of the unit member. All conditions and restrictions placed by the employer on the use of sick leave shall apply. For purposes of this section, “child,” “parent,” and “sick leave” shall be defined pursuant to section 245.5 of the California Labor Code. “Registered domestic partner” shall be defined pursuant to section 297 of the California Family Code. Nothing in this section shall be interpreted to grant any rights inconsistent with the Labor Code.

10.10 Maximum Deduction for Illness or Accident

- 1) When a member of 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 absences arise out of or in the course of employment, the amount deducted from the employee’s wage for any month in which the absence occurs shall not exceed the amount actually paid a substitute, if such a substitute is employed, or fifty percent (50%) of the employee’s salary, whichever is greater.
- 2) Substitute difference pay shall be payable only after entitlement to all regular accrued and advanced sick leave (through the end of the current fiscal year), accrued vacation leave, and other paid leaves have been exhausted. However, the five (5) month period shall begin on the date of disability.

10.11 Transfer of Sick Leave

- 1) A unit member of the District who has been employed for at least one (1) calendar year and whose employment is terminated for reasons other than for cause and who subsequently accepts employment with a community college district or county superintendent of schools within one year of the termination of his or her former employment, shall have transferred with him or her to the employing community college district or county superintendent of schools the total amount of earned leave of absence for illness or injury to which he or she is entitled under Section 45191 or 88191. This transfer shall be in the same manner as is provided for academic employees.
- 2) The Board shall not adopt any policy or rule, written or unwritten, which requires unit members transferring to the District to waive any part of all benefits which they may be entitled to have transferred. Although the responsibility for accomplishing the transfer of

sick leave rests with the unit member, the office of Human Resources shall offer assistance in expediting said transfer.

10.12 Catastrophic Leave– The Catastrophic Leave Plan will be available to unit members as set forth herein pursuant to provisions of Education Code 87045.

10.12.1 **Definition**- Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family and requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all available paid leaves.

10.12.2 **Catastrophic Leave Bank Contribution**

- 1) There will be an annual single 30-day period for unit members to contribute days to the leave bank unless the balance of days in the bank is greater than 50. In the event of an emergency where the bank has been depleted, an additional 30-day period shall be opened.
- 2) An annual report of the number of days in the bank will be provided to the Federation president at the beginning of the school year.

10.12.3 **Unit Member Sick Leave Balance**- Unit members contributing days to the bank must maintain a balance of four or more weeks of accumulated sick leave. (To be prorated for part-time unit members.)

10.12.4 **Minimum Contribution**-The minimum contribution to the bank by any unit member will be eight (8) hours.

10.12.5 **Catastrophic Leave Committee**- A Catastrophic Leave bank committee will be composed of the Vice President of Human Resources and Employee Relations and two appointees of the Federation. Days contributed to the bank by unit members shall not be withdrawn for other than catastrophic leave. The Catastrophic Leave bank committee will accept or reject use of days from the bank. Unit members applying for Catastrophic Leave days must submit a letter of request along with a signed and dated doctor’s statement verifying the probable duration of the illness or injury.

10.12.6 **Acceptance or Rejection of Leave**- The Catastrophic Leave committee will be responsible for acceptance or rejection of requests for use of Catastrophic Leave. The days may only be withdrawn upon approval of the Catastrophic Leave Committee.

10.12.7 **Final Decision**- The decisions of the Catastrophic Leave committee regarding withdrawal of days from the leave bank will be final.

10.12.8 **Catastrophic Leave Bank Discontinuance**- Should the Catastrophic Leave Plan be discontinued, all days remaining in the bank will remain and be available for Catastrophic Leave under the conditions of this article until such time as all banked leave has been utilized.

10.13 Personal Necessity Leave– Unit members may use a maximum of seven (7) days in any school year, with full remuneration, for reasons of personal necessity for the following reasons:

10.13.1 **Death in Immediate Family**– Death of a member of the unit member’s immediate family as defined in Bereavement Leave of this Agreement. This leave authorization is a supplement to time off authorized under Bereavement Leave. Such request for additional time shall be documented on a classified time sheet.

10.13.2 **Accident or Emergency Illness**– Accident or emergency illness involving the unit member’s person or property or the person or property of a member of the immediate family and of such nature that the unit member’s presence is required during assigned work hours.

10.13.3 **Court Appearance**– Appearance in any court or before any administrative tribunal as a litigant or party.

10.13.4 **Compelling Personal Reasons**– Three (3) days maximum for compelling personal reasons. Generally, unit members shall not be required to secure advance permission for leave taken for any of the following reasons unless conditions and circumstances warrant such permission:

- 1) Death or serious illness of a member of his/her immediate family.
- 2) Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

10.13.5 **Other**- Such other reasons similar in nature to those described above, but not precisely described above, as determined and approved by the immediate supervisor and the Office of Human Resources.

- 1) Such leave shall be charged to accumulated sick leave (illness or accident).
- 2) Said leave is non-accumulative.
- 3) Advance notice and approval of personal necessity leave shall be required in each instance of such leave, except emergency situations.
- 4) Applications for personal necessity leave shall be submitted to the immediate supervisor, whenever possible, three (3) days prior to the date for which such leave is requested for transmittal to the Vice President of Human Resources and Employee Relations.
- 5) Personal necessity leave shall not be used for vacation, recreation, work stoppage or concerted activities.

10.14 Floating Day– All unit members may take two (2) additional calendar days per year for personal business that shall not be deducted from sick leave or salary. These days may be used at any time but may not be split. The *Notice of Absence/Request for Leave Form* shall reflect when these additional days are being used.

- 1) Generally, unit members shall not be required to secure advance permission for leave taken for observance of Good Friday or other recognized religious holidays unless conditions and circumstances warrant such permission. As a matter of courtesy, unit members are requested to notify their supervisor whenever possible.

10.15 Leave Without Pay-Child-bearing Preparation, Adoption and Child-rearing– Leave without pay or other benefits may be granted to a unit member for preparation for child-bearing, adoption, and child-rearing.

- 1) The unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) workdays prior to the date on which the leave is to begin, except for adoption, which will be as soon as possible prior to date. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
- 2) The determination as to whether the leave is granted, the date on which the leave shall begin if granted, and the duration of such leave shall be made at the discretion of the Superintendent/President or his/her designee.
- 3) The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on the last working day in the school year in which such leave is granted. An extension of leave may be granted by the Superintendent/President or his/her designee, not to exceed an additional twelve (12) months.

10.16 Family and Medical Leave

1. The District shall comply with the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). These laws shall set the minimum standards and shall in no way detract from existing contractual provisions and Board policies.
2. In order to be eligible for FMLA and/or CFRA a unit member must have been employed by the District for at least twelve (12) months (which need not be consecutive) and have actually worked 1,250 hours in the twelve (12) months prior to commencement of the leave. Leave may be taken for:
 - a. Unit member's own serious health condition.
 - b. To care for the unit member's parent, spouse, registered domestic partner (CFRA only), or child with a serious health condition.
 - c. For the birth of the unit member's child, or placement of a child with the unit member for adoption or foster care.
 - d. To care for a covered military service member or veteran with a serious injury or illness sustained in the line of duty on active duty if the unit member is the spouse, child, parent, or designated next of kin of the service member (FMLA only).
 - e. Any qualifying exigency arising out of the fact that the unit member's spouse, child, or parent is a covered service member who is being deployed to a foreign country (FMLA only).

3. Eligible unit members may take up to twelve (12) workweeks of unpaid leave in a fiscal year, July 1 through June 30, inclusive, or 26 workweeks of leave to care for an injured service member. While on a family and medical leave, an eligible unit member is entitled to continue fringe benefits under the same terms and conditions as if working.
4. The unit member shall be required to use any available and applicable paid leaves concurrently with the Family and Medical Leave under this section. Nothing in this section shall authorize a unit member to use paid leaves for any reason other than those specified under the specific paid leave rules.
5. Unit members shall give at least thirty (30) calendar days' notice if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or for planned medical treatment. If 30 days' notice is not practicable, notice must be given as soon as practicable.
6. Unit members to take a leave under this section and return to work no later than twelve (12) workweeks after it commences shall be entitled to reinstatement to the same or equivalent position.

10.17 Jury Duty

- 1) The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty which falls during the unit member's regularly assigned working hours.
- 2) Unit members so called for jury duty must notify the immediate supervisor of the service dates upon receiving said notice from officers of the court.
- 3) The District shall grant full compensation. Fees received by the unit member shall be remitted to the District except for mileage and subsistence expenses.
- 4) Unit members are required to return to work during the day or portion thereof in which jury duty services are not required. A unit member whose regular assigned shift commences at 4:00 p.m. or later shall be relieved from work with pay in direct proportion to hours served that day on jury duty as verified in writing by officers of the court.
- 5) The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.
- 6) Nothing in the foregoing provisions shall preclude the District Superintendent/President or his/her designee from discussing with the affected unit member the practicality of seeking exemption when acceptance would tend to materially disrupt the district's operations.

10.18 Absences & Leaves without Pay

- 1) A regular leave, without remuneration, may be awarded to permanent unit members for a period not to exceed one (1) year. In an emergency situation, a one (1) year extension may be awarded.

- 2) While on regular leave of absence, a permanent unit member shall maintain, but not add to, any such leave credit, vacation time, seniority, classification rights, or other employee benefits accumulated prior to such leave.
- 3) A non-compensated regular leave must be recommended by the Superintendent/ President or his/her designee and subsequently approved by the Board.

10.19 Work and Family Participation– Family Activity.

- 1) A unit member is entitled under the Family School Partnership Act (Labor Code Section 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave (vacation, personal necessity, floating holiday, compensatory time or unpaid leave, to the extent made available by his/her supervisor) for the purpose of attending school or preschool related activities in which the employee’s child is participating.
- 2) Family is defined as the employee’s son, daughter, or any child the employee stands in loco parentis (to the child).
- 3) Employee leave requests for family activities shall be in accordance with appropriate District procedures.

10.20 Leave for Victims of Domestic Violence or Sexual Assault

- 1) A unit member who is a victim of domestic violence or sexual assault, as defined in Section 230.1 of the Labor Code, is entitled to take time off to seek medical attention for injuries, obtain psychological counseling, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence or sexual assault.
- 2) As a condition for taking time off, the unit member shall give the District reasonable advance notice of their intention to take time off for any of the purposes summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the District may not take any action against the unit member if the unit member, within a reasonable time after the absence, provides certification that the absence is a result of domestic violence or sexual assault, in the form of a police report, a court order, or medical documentation. The District is required to maintain the confidentiality of any employee’s request for time off pursuant to provision of this law.
- 3) The law does not require the District to compensate the unit member for the time taken off under these circumstances, but the unit member may use vacation, personal leave, or other compensating time off that is otherwise available to the employee.

10.21 Paid Child-Bonding/Parental Leave

1. As provided by Education Code section 88196.1, unit members shall be entitled to parental leave as set forth in this section. For purposes of this section, “parental leave” shall be defined as leave for reason of the birth of the unit member’s child, or the placement of a child with the unit member for adoption or foster care within twelve (12) months of the birth or placement.

2. Unit members shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.
3. When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA), he/she shall be entitled to substitute differential or 50% pay, whichever is greater, for any of the remaining twelve (12) workweek period. Such substitute differential or 50% pay shall not count against the five months of substitute differential or 50% pay leave set forth in Section 10.10. In order to use substitute differential or 50% pay, the unit member must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
4. Any leave taken under this section shall count against any entitlement to child-bonding leave under Section 10.16 and the CFRA and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.
5. Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability
6. A unit member shall give a least thirty (30) calendar days' notice of the birth of a child and intent to take parental leave under this section, except under extenuating circumstances. Leave shall be taken in increments of at least two (2) weeks' duration except that on two (2) occasions during the twelve (12) month period for which the unit member is eligible for parental leave, the increment may be less than the two-week minimum. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.
7. A unit member returning from paid parental leave shall have the same reinstatement rights as under the FMLA/CFRA (See Section 10.16(6), Family and Medical Leave.

ARTICLE XI
WORKWEEK AND COMPENSATION

11.0 Workweek

- 1) The normal workweek for a full-time unit member shall be 40 hours per week. The normal workday shall be eight (8) hours. Other schedules may be adopted, in accordance with Article 11.2.
- 2) The AVCFCE and AVCCD tentatively agree that, beginning December 1, 2005, payment for a holiday which falls within a workweek, will be “a day for a day,” based on the employee’s regular workday, not to exceed 40 hours per week or the unit member’s regular workdays per week.
- 3) The above-mentioned provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to conduct the business of the District. However, nothing contained in the foregoing section shall be construed as denying the District the right to establish a workweek of less than 40 hours.

11.1 Five Consecutive Days– The workweek may consist of not more than five (5) consecutive working days for any unit member having an average workday of four (4) hours or more during the workweek.

11.2 Modified Workday/Workweek– Individual departments, with approval of the appropriate vice president or the president, may establish a workday/workweek for all or certain classes of unit members or for individual unit members within a class when by reason of the work location and duties actually performed, their services are not required for a workweek of five (5) consecutive days. The vice president or president may withdraw approval if it is determined that the services of an individual employee or an employee group are required for a workweek of five consecutive days. A modified work schedule may be initiated by the employee or the supervisor. Individual departments and employees can use, but are not limited to, one of the modified schedules listed below:

Days	9/80	4/10	49 & ½
Mon	9	10	9
Tue	9	10	9
Wed	9	10	9
Thu	9	10	9
Fri	8		4

Every other Friday off

The establishment of a modified workday/workweek must be approved by a majority of the regular unit members affected.

11.3 Part-Time– Part-time employment shall be defined as rendering services for less than the regular workweek.

11.4 Saturday or Sunday Work Schedule

- 1) No unit member currently employed by the District shall be required, without written consent of the unit member, to change his/her workweek to include Saturday or Sunday or both.

- 2) No unit member currently employed by the District shall be assigned to perform services on a Saturday or Sunday if such unit member objects, in writing, that the assignment would conflict with his/her religious beliefs.
- 3) Adoption of this section shall not change or disrupt existing work schedules which may already include Saturday or Sunday as regular workdays.

11.5 Overtime

- 1) The District shall provide the extent and establish the method by which ordered overtime is compensated.
- 2) All overtime must be approved by the respective Vice President prior to the assignment. Overtime assignments shall be made only in cases of unusual circumstances or emergency conditions. A record of approved overtime shall be kept on the daily time sheet.

11.5.1 **Rate of Payment**– Compensation shall be provided for ordered overtime at a rate equal to one and one-half the regular rate of pay of the unit member designated and authorized to perform overtime services.

The District may provide for compensatory time off at the appropriate rate in lieu of payment for authorized overtime service.

11.5.2 **Definition of Overtime**– What constitutes overtime is determined by the workday and the workweek adopted by the District. For the purposes of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the unit member.

11.5.3 **Regular Workweek- Rate of Compensation**– Any unit member required to work in excess of eight (8) hours in one day or in excess of 40 hours in any calendar week shall be compensated at the District’s established rate for the unit member authorized to perform the overtime.

11.5.4 **Five Consecutive Days- Rate of Compensation**– Any unit member having an average workday of less than four (4) hours during the workweek shall be compensated for any work required to be performed on the 7th day following commencement of the workweek at the District’s established rate (1 1/2-time regular rate) for the unit member authorized to perform overtime. The 6th day shall be compensated at the unit member’s regular rate.

11.5.5 **Modified Schedule- Rate of Compensation**– When a modified work schedule is established, the overtime rate shall be paid for all hours worked in excess of the required workday and workweek, at a rate equal to one and one-half times the regular rate of pay for the employee designated and authorized to perform the work.

11.6 **Call Back**– A unit member called back to work after completion of the regular assignment shall be compensated for not less than two (2) hours at the current overtime rate.

11.7 Shift Differential

- 1) In the context of this section regarding Shift Differential, “regular schedule” also means “permanent schedule” (30 days or more). Thus, a unit member working a schedule on a periodic basis (less than 30 days) will not qualify for shift differential.
- 2) The unit member’s regular timesheet shall clearly indicate those hours worked beyond 4:00 p.m. and/or beyond 10:00 p.m. Unit members eligible to receive shift differential compensation, pursuant to the provisions of Article 11.6 shall receive the same compensation for all days in which they are in a paid status unless their shift changes to a shift for which shift differential does not apply for a period of more than 20 days.

11.8 Swing Shift– A unit member who works at least 50% of his/her regular shift after 4:00 p.m. shall be paid a shift differential of 5%. In the context of this section, Shift Differential, “regular schedule” means the total number of hours worked on one particular day. Therefore, a unit member that has a regular shift that requires more of their time to be worked after 4:00 p.m. on a single day shall be compensated with a shift differential. The 5% differential will be applied only to those hours worked beyond 4:00 p.m.

11.9 Graveyard Shift– A unit member who works at least 50% of his/her regular shift after 10:00 p.m. shall be paid a shift differential of 7.5%. In the context of this section, Shift Differential, “regular shift” means the total number of hours worked on one particular day. Therefore, a unit member that has a regular shift that requires 50% or more of their time to be worked after 10:00 p.m. on a single day shall be compensated with a shift differential. The 7.5% differential will be applied only to those hours worked beyond 10:00 p.m.

ARTICLE XII
RECOGNITION

12.0 The District recognizes AVCFCE, party to this Agreement, as the sole and exclusive bargaining agent for all employees within the bargaining unit.

12.1 **Classifications**– The Bargaining unit shall consist of all employees in the following classifications: Shall Exclude: All confidential/management/supervisory employees as defined by the Educational Employment Relations Act, and administrative employees.

Academic Affairs Technician	Database Administrator
Accountant	DSS Secretary (Disabled Student Services)
Accounting Assistant. I, II, III	Duplication-Mailroom Technician
Accounting Technician Auxiliary Services	Early Childhood Instructional Specialist
Administrative Assistant	Education Advisor
Administrative Specialist	Electrician
Advancement Assistant	Electrician Lead
Alternative Media Specialist	Employment Outreach Specialist
Athletic Equipment Assistant	Enrollment Services Records Technician
Athletic Turf Maintenance Specialist	Enrollment Services Technician
Attendance Accounting Technician	EOP&S Specialist
Automotive/Equipment Mechanic	EOP&S Technician II
Automotive/Equipment Mechanic Assistant	Evaluations Technician
Automotive/Equipment Mechanic Lead	Facilities Systems Technician
Bookstore Assistant	Facility Support Technician
Bookstore Assistant, Sr.	Financial Aid Specialist
Bookstore Clerk	Financial Aid Technician I, II
Bookstore Textbook Buyer	Food Service Assistant I, II
Buyer	Grant Writer
CalWORKs Technician I, II	Graphic Artist
Campus Events Technician	Grounds Equipment Irrigation Technician
Campus Telephone Operations Assistant	Grounds Maintenance Worker
Career Center Technician	Grounds Maintenance Worker/Landscape
Carpenter	HVAC Facility System Lead
Cashier	HVAC Technician
Clerical Assistant I, II, III	Instructional Assistant– Technical
Computer Services Technician	Education Instructional Multimedia Center
Coordinator, Academic Senate	Assistant Instructional Multimedia Center
Coordinator, Assessment	Specialist Instructional Multimedia Center
Coordinator, Career Center	Technician Job Placement Specialist
Coordinator, Deaf Svcs./Interpreter	Lab Tech-Digital Media Photography
Coordinator, Evaluations	Laboratory Technician- Agriculture
Coordinator, Facilities Planning	Laboratory Technician- Biological Science
Coordinator, Foundation	Laboratory Technician- Chemistry
Coordinator, Health Sciences	Laboratory Technician– Computers
Coordinator, Instructional Multimedia Center	Laboratory Technician– Computers (ITS)
Coordinator, Program	Laboratory Technician- High Tech. Center
Coordinator Veteran’s Program	Laboratory Technician- Mathematics
Coordinator, Warehouse & Inventory	Laboratory Technician– Photography
Custodian	Lab Technician– Physical Sciences
Custodian, Lead	Laboratory Technician- Physics

Learning Disabilities Testing Technician
Library Assistant
Library Technician
Locksmith
Maintenance Assistant
Maintenance Worker
Network Administrator
Painter
Payroll Specialist
Payroll Technician
Performing Arts Technician
Plumber
Plumber Lead
Program Coordinator
Program Specialist-Student Equity
Program Specialist/Outreach
Programmer Analyst

Research Analyst
Research Technician
Secretary
Senior Accountant
Senior book Store Assistant
Skilled Maintenance Worker
Skilled Maintenance Worker Lead
Student Accounts Technician
System Administrator
Technical Analyst
Technical Trainer
Tutoring Specialist
Utility Worker
Warehouse Assistant
Web Administrator Web Developer
Webmaster
Work Study/Work Experience Specialist

12.2 Classified Recognition Week

- 1) The third full week in May is designated as Classified School Employee Week. All Community colleges shall annually observe that week in recognition of classification school employees and the contributions they make to the educational community.
- 2) The observances required by this section shall be integrated into the regular community College program. (CA Ed Code 88270)

12.3 Creation of New Classifications– The District agrees that if subsequent to this Agreement it creates any new classification(s), within twenty (20) days it shall notify the Federation in writing. The notice shall include the job title, a job description, and salary range, the number of positions anticipated to be within the classification, and the designation of the classification if included or excluded from the bargaining unit. The Federation may within fifteen (15) calendar days object in writing to the designation on bargaining unit inclusion and in such case the District agrees to meet with the Federation to attempt to reach agreement. Having failed to reach agreement, either party may file through the Public Employment Relations Board for a change in unit or the certification of unit in accordance with the regulations of the Public Employment Relations Board.

ARTICLE XIII
CLASSIFICATION OF EMPLOYEES

13.0 The District and the Federation will regularly consult on the titles, duties, qualifications, transfers and reorganization of all bargaining unit classes. Unless mutually agreed to by the parties, the District shall make only “housekeeping” type changes in the existing bargaining unit composition such as title changes or the dropping of titles if classes are abolished. Unless mutually agreed to by the parties, the District shall not make substantive changes in the existing bargaining unit composition such as the deletion of positions from the unit into confidential/management/supervisory status designation.

13.1 **Working Outside of Classification**

- 1) Classified employees shall not be required to perform duties that are not fixed and prescribed for the position by the governing board, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time that exceeds five working days within a fifteen (15) calendar day period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five working days if his or her salary is adjusted upward for the entire period he or she is required to work out of classification and in amounts that will reasonably reflect the duties as required to be performed outside his or her normal assigned duties.
- 2) Only a supervisor may assign out of class work to a classified employee. If it exceeds 5 working days within a 15-calendar day period, the supervisor shall immediately notify the Office of Human Resources and the Federation in writing with the affected employee’s name, department, and projected length of time the employee will be working out of class.
- 3) The temporary salary shall be based upon the range assigned to the higher classification. The unit member will be placed on a minimum of Step A of this range or the step that will provide a minimum of a 5% increase over the unit member's regular salary. Compensation for out of classification work shall be paid no later than the following affected pay period or as reasonably practicable once the 5% has been earned.
- 4) The Board may provide for an upward salary adjustment for any employee required to work out of classification for any period of time less than that required herein.

13.2 **Classification/Reclassification Definitions**

13.2.1 **Classification-** Means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and the months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary range for each such position. (California Education Code, Section 88001).

13.2.2 **Reclassification-** Means the upgrading of a position to a higher Classification as a result of the gradual increase of the duties being performed by the incumbent in that position. (California Education Code, Section 88001).

13.3 **Classification/Reclassification Purpose**

- 1) The District and the Federation believe it is important to maintain a fair equitable Classification system. Because duties and responsibilities change over time, the parties have agreed to the following system to upgrade and recognize changes that take place. When the District creates a new position or proposes to change the content of a vacant job description (as a result of the procedures outlined below or as a result of annual Reclassification updates), the proposed revised job description shall be sent to the Federation prior to being sent to the Board of Trustees, within fifteen (15) calendar days or less by mutual agreement for the Federation to review and approve of the proposal and meet and confer, if the Federation chooses.
- 2) Decisions regarding classification/reclassification shall be based on substantial and permanent changes in the level of duties and responsibilities of the position assigned by the District.
- 3) The Classification and Reclassification of positions are process that is implemented to ensure that positions with similar level of duty and responsibility are accorded similar levels of compensation, thus ensuring equity amongst staff. It entails an understanding of the relationship of a specific job to other jobs in the District and to the District's overall goal, as well as to other agreed upon Districts with similar criteria. Any modifications are subject to review and shall be mutually agreed upon by the Federation and the District.

13.4 Request for Reclassification

13.4.1 A request for Reclassification may be initiated by management or by the employee. The employee must be a permanent classified employee and must have been performing the new duties, which are the basis for the reclassification request for at least six (6) months before the request. To make a request for reclassification, management or the employee shall submit a request for reclassification by January 1st to Human Resources. Human Resources will date-stamp the request and forward the request to the Federation President and the employee's supervisor and/or manager. The request shall include: A completed classification/reclassification application.

- 1) A copy of the employee's current job description
- 2) Any additional supporting documentation

13.4.2 An employee who has applied for reclassification may not apply for another reclassification for at least 1 year from the date of the last request.

13.4.3 An employee who has been denied a reclassification may not reapply for at least one year unless the employee's work duties have changed and are inconsistent with the job description for the employee's classification.

13.5 Classification/Reclassification Review Committee

- 1) The Classification/Reclassification Review Committee is responsible for the classification/reclassification of positions to ensure greater equity and consistency. The District will also provide input to the committee throughout the process. The committee and the President must support the recommendations to the Board. Members of the Classification/Reclassification committee shall include:

- a) Vice President of Human Resources or designee (ex-officio).
 - b) 4 classified representatives (appointees of the Federation).
 - c) 1 representative from the Classified Confidential/Management/Supervisory unit (ex-officio).
 - d) 1 alternate classified representative (non-voting).
- 2) The committee will be co-chaired by 1 classified member and the Vice President of Human Resources, the classified chair will rotate every two years.
 - 3) The members of this committee will be appointed for staggered three (3) year terms.
 - 4) The incumbent members of the Classification/Reclassification Committee shall provide training to all newly appointed members of the committee.

13.6 Process Qualified Employees- Whenever permanent and substantial changes have occurred since a position was last classified, a review of the position is appropriate. While there are many desirable qualities for employees to have that should be recognized, Reclassification is based upon the duties assigned to a position, not the qualifications of the incumbent. Put simply, the position is classified, not the person holding such position. Justification criteria: the sudden or gradual increase of duties, knowledge, skills, or responsibilities, being performed by the incumbent in that position is justification for Reclassification. Significant and on-going changes in the nature, variety and complexity of duties, supervision received, or supervision exercised may indicate the need for a Reclassification review.

13.7 Non-qualifying classification/reclassification criteria

The most common misconception about Reclassification revolves around the person- position distinction. Examples of person-related factors that are not taken into consideration when classifying a position include:

- 13.7.1 **Longevity**- The fact that an employee has reached the top step in the pay scale is not a factor in Reclassification.
- 13.7.2 **Future Projects**- Reclassification of duties being performed is appropriate, not of those that might be added to a job down the line. As such, Reclassification requests must be delayed until new projects or assignments have officially begun.
- 13.7.3 **Financial Need**- The Reclassification process cannot take personal financial conditions into consideration.
- 13.7.4 **Workload**- Employee feeling overwhelmed by their workload is no justification for reclassification.
- 13.7.5 **Retention**- The possibility of losing an employee cannot be considered in Reclassification decisions.
- 13.7.6 **Performance/Dedication**- Commitment and enthusiasm should be recognized, however it is not justification for Reclassification.

13.7.7 **Personality**- The District and Federation encourage employees to be pleasant, Patient, and helpful, however, these qualities cannot be recognized the Reclassification process.

13.7.8 **Promotion**- Over time, employees might grow and gain new skills within their current position and be ready to take a step to a new level of responsibility, but their job does not warrant a Reclassification.

13.7.9 **Education**- Achieving a higher level of education and/or training during tenure in a classification does not warrant a Reclassification.

13.8 Application

- 1) The job classification/reclassification application will be available from Human Resources and/or the Federation.
- 2) The employee will submit the application to the Human Resources Offices and their immediate supervisor electronically or hard copy by the deadline, please make sure to keep a copy for your records.
- 3) The supervisor will make comments and review with the employee before submitting the application to Human Resources and the union president electronically or hard copy by the established deadline. However, the employee has the right to submit an application for Reclassification whether it is supported by the supervisor or not. A supervisor cannot change or require the employee to change the employee's responses on the application. The employee and management must adhere to strict processing timelines for requests as defined during the study. The supervisor will make a copy of the request for the employee.
- 4) Upon receipt of the application, Human Resources will formally acknowledge by returning an acknowledgement slip.

13.9 Review of Applications

Upon receipt of the Classification/Reclassification application, the committee shall complete a review of the application and render a decision in writing to the employee.

13.10 Decision

The Vice President of Human Resources will consult with the College President and issue a Classification/Reclassification decision to the employee by April 15.

13.11 Appeal

An employee dissatisfied with the outcome of a Classification/Reclassification decision, the employee may appeal one time. The process for an appeal is as follows:

- 1) An employee may appeal in writing the reclassification decision to the Vice President of Human Resources in writing by the mutually agreed timeline.

- 2) The committee may meet with the employee to review information that the employee provided on the application. The supervisor and/or manager may be asked to attend and address the committee.
- 3) The committee will render a recommendation and communicate that recommendation in writing to the President. The President will render the final decision subject to ratification of the Board of Trustees. The Vice President of Human Resources will then send notification to the employee and supervisor. If the appeal is denied, justification will be given in writing.
- 4) The Federation President, employee and supervisor will be notified in writing of the decision of the Appeal.
- 5) There will be no further appeals.

13.12 Process for Employees on Approved Leave

- 1) Employees on approved medical leave missing the original application or appeal deadline shall, by mutual agreement between the District and Federation be granted an extension of deadline(s).
- 2) All employees granted exceptions must submit an application no later than April 1.

13.13 Implementation of Approved Reclassification

- 1) The Reclassification application submitted January 1 and approved at the subsequent June Board of Trustees board meeting shall be effective July 1. In the event of fiscal hardship to the District the terms for financial implementation will be negotiated.
- 2) Where a position is reclassified to a higher class, other unit member(s) in the same Classification shall also be reclassified.
- 3) Implementation will be negotiated each year following receipt of the committee's recommendations.

13.14 Classification/Reclassification Process Timeline

December Classified Reclassification Request applications available

January 1 The employee will submit the Classification/Reclassification applications to Human Resources and the supervisor electronically or hard copy.

Note: Employees make a copy for your records.

February 1 Supervisor will make comments on the application and Review with employee before submitting to Human Resources and the Union President electronically or hard copy.

Note: The employee will also receive a copy with the supervisor's comments.

- February 15** Reclassification applications forwarded to Committee
- March** Reviews continue
- April 1** Recommendation forwarded to college president
- April 15** Vice President of Human Resources issues Reclassification
Decisions to the employee and the Federation
- May 1** Appeals due to Human Resources and the appeal process
begins
- June 1** Reclassification results sent to the Board of Trustees
- July 1** The Reclassification is implemented.

**Note: Please refer to Website for Memorandum's of
Understanding for annual revised timelines.**

ARTICLE XIV
CLASSIFIED HIRING PROCEDURES

14.0 Hiring Procedures

- 1) When a classified position is vacant, the manager completes the “*Personnel Requisition Form*” and submits it to the Human Resources Office for processing. Human Resources will notify the President of the Classified Union. When the “*Personnel Requisition Form*” is processed, the Human Resources Office will officially announce the position vacancy.
- 2) The process will be monitored at 4 stages for Equal Employment Opportunity Compliance, which are as follows:
 - a) Evaluation of Pool
 - b) Minimum Qualifications
 - c) Screening and Interview
 - d) Hiring

14.1 Announcement of Positions

All announcements will include the following information:

- 1) Title
- 2) Part-time/Full-time
- 3) Permanent/Temporary (District/Categorical)
- 4) Benefits, Negotiated by Collective Bargaining
- 5) Description
- 6) Representative Duties
- 7) Minimum Qualifications (Education and Experience)
- 8) Desirables
- 9) Testing, if applicable
- 10) Salary Range
- 11) Working Hours, if Outside Normal Hours of 8:00–4:30 p.m.
- 12) Working Conditions
- 13) Deadline Date
- 14) Position Start Date
- 15) Equal Employment Opportunity Statement
- 16) ADA Statement

14.2 Posting Guidelines (for both full time and part time positions):

- 1) Prior to public announcement, the position will be posted in-house for five working days for any transfer requests.
- 2) All positions not filled will be open for a minimum of ten working days.

14.3 Advertising:

- 1) Announcements are posted in house for five working days. If not filled in-house transfer, the announcement will be sent to local school district offices; advertised in one or more area newspapers; and sent to business, organizations and other colleges, as appropriate.
- 2) No applications will be accepted after 4:30 p.m. on the filing date.
- 3) The Human Resources Offices will maintain EEO information, score tests (if application), prepare, file documents, and screen applications to determine candidates that meet minimum qualifications as specified in the job description. If there are any questions regarding the minimum qualifications, the Vice President of Human Resources/designee will review the applications.

14.4 Composition of Hiring Committee (Recommended 5, minimum of 4 persons):

- 1) The hiring committee chair (Managing Supervisor) and one or two classified Representative(s) **in the area of hiring** to be on the committee.
- 2) The classified union president will select a representative of the classified union.
- 3) The EEO Officer/designee will appoint a classified employee as an EEO Representative, who will serve as an additional voting member of the hiring committee.
- 4) The Human Resources Office reviews composition of the hiring committee for equal employment compliance.
- 5) The hiring supervisor/manager and the EEO Officer/designee will meet with the entire Hiring Committee for the purpose of:
 - a) Defining the role of the hiring committee as that of a recommending body reviewing applications/materials and conducting interviews. Also providing the committee with hiring and selection instructions.
 - b) Providing an overview of EEO guidelines.
 - c) Establishes that all proceedings of the hiring committee shall be kept confidential. The entire hiring process requires confidentiality on the part of all hiring committee members. The rights and reputations of the candidates need to be protected. Ratings and comments made by the committee members must not be shared with non-committee members. All committee members will receive a copy of the EEO guidelines and be required to sign confidentiality agreement.
 - d) All committee members must attend all meetings, if a committee member does not attend all meetings, they will no longer be on the committee and there will be no replacements allowed.

When interviews are being conducted, the committee members will be required to be present for all interviews.
 - e) The hiring supervisor/manager and hiring committee are responsible for organizing and setting schedules and making arrangements for committee

meetings for screening and selection. They are also responsible for reviewing the EEO guidelines to ensure compliance.

14.5 Screening - The Hiring Committee will:

- 1) Determine job-related screening criteria to be used by the committee in selecting candidates to be interviewed and develop the instrument used for ranking applicants;
- 2) Prepare interview questions, each set of questions shall include a diversity question and be read to each candidate;
- 3) Screen and rate all qualified applicants independently and select the best qualified applicants to interview;
- 4) Determine interview date, time and location.

14.6 Criteria & EEO - The Human Resources Office will:

- 1) Review the candidates selected for interviews, matching qualifications with screening criteria;
- 2) Review those not selected for interviews against the screening criteria;
- 3) Review Equal Employment Opportunity goals and diversity;
- 4) Schedule interviews.

14.7 Preparation of Packet:

The Office of Human Resources, prior to the interview, will provide a packet of materials for each hiring committee member, which will include:

- 1) Interview schedule;
- 2) Applications and any attachment;
- 3) Job announcement;
- 4) Hiring Procedures;
- 5) Copy of Interview Questions and Rating Sheet; and
- 6) A final rating sheet will be given to the EEO representative or hiring committee chair.

14.8 Interview Process:

- 1) The hiring committee will meet prior to the interviews to review procedures.
- 2) The same questions should be asked to each candidate, by the same committee member, and in the same sequence. Questions will be provided so candidates can read along with committee members. The chair or EEO representative will make sure the candidate(s) leave the questions in the interview room.
- 3) The chair or designee will welcome the candidate and introduce the hiring committee members.
- 4) Committee members make appropriate notes and ratings for each candidate.

- 5) The hiring committee shall forward to Human Resources the acceptable (preferably two), ranked in order of preference.

14.9 Appointment

Appointment to classified service shall be accomplished by the Board upon the recommendation of the President. The President may authorize employment of short-term, classified, and confidential/management/supervisory personnel on a regular basis. Such appointments are subject to ratification for employment at the next board meeting.

14.10 Promotion

- 1) A unit member may apply for any announced vacancy in accordance with regular application procedures as established by the Office of Human Resources and in compliance with the District's hiring procedures. The selection process will be guided by affirmative action requirements and Board policy provisions pertaining to promotion. (See District Staff Diversity/Affirmative Action Plan and Board Policy Section 4643.2)
- 2) Probationary unit members shall be eligible to apply for promotional positions.
- 3) The purpose of this provision is to give in-house candidates the opportunity to seek advancement. It is also intended to encourage screening committees to give fair and appropriate consideration to current employees. When in-house candidates meet minimum qualifications, screening committees shall determine a minimum number of in-house candidates to be interviewed based upon the diversity and size of the applicant pool. Each screening committee shall be given a copy of Section 8.3 of the classified contract for their information.
- 4) During the period immediately following board approval through December 31, 2001, the district will keep records on applicant pools for open positions. The record will include:
 - a) How many in-house applicants applied for the position
 - b) How many of the in-house applicants met minimum qualifications
 - c) How many in-house applicants were interviewed
 - d) How many outside candidates were interviewed
- 5) This information will be provided to the Federation by February 1, 2002. If the Federation then submits a request to the district to re-open negotiations on this provision, the district agrees to do so. During this same time, the district agrees to meet with the Federation in order to begin drafting a classified hiring policy, per the mediation agreement of September 2000.
- 6) A unit member who is promoted shall be placed on the step of the salary range for the position to which he or she has been promoted, which will provide a salary increase of not less than 5%. Any unit member who has been promoted will receive anniversary increments based upon his/her date of employment in the District.

ARTICLE XV
TRANSFERS

15.0 Transfer Procedures

- 1) Open classified positions (replacement or new) shall be advertised in-house for a minimum of five working days, prior to public announcement.
- 2) Non-probationary classified employees shall be allowed to request transfer to any open position within their current classification. Employees must meet the current minimum qualification for the position for which they are requesting transfer.
- 3) Classified employees requesting transfer shall complete a transfer request form and turn it in to Human Resources within the five-day in-house recruiting period.
- 4) The transfer request form shall list the employee's current position for which they are applying, their relevant education, skills and experience, and the name of their current supervisor, along with check boxes indicating whether or not the supervisor may be contacted for a reference. Human Resources shall notify the hiring supervisor of all in-house applicants. The supervisor and Vice President of Human Resources (or designee) shall interview all in-house candidates within five working days following the five (5) day in-house recruiting period, if possible.
- 5) Human Resources shall also notify the AVCFCE and the college President of the transfer request. The current supervisor shall not be notified unless and until the transfer is accepted.
- 6) If the transfer request is approved by the supervisor, it shall be forwarded to the College President for final approval, pending ratification by the Board of Trustees. If the request is granted, Human Resources shall give the current supervisor a minimum of two weeks' notice of the transfer, prior to the employee's start date in the new position. If the transfer request is denied, the in-house applicants shall be notified by e-mail or inner-campus mail prior to the job announcement being advertised publicly.

Please refer to Exhibits for Transfer form.

ARTICLE XVI
EVALUATION

16.0 Evaluation of Unit Members

- 1) The purpose of the program of evaluation is to rate and attempt to improve the competence of the staff (individual unit members). The program of evaluation shall apply to all unit members.
- 2) All appraisals are to be completed between April 1 and May 31 of each year. Final markings and comments on the appraisal should be in ink or typewritten. Additional pages may be used if more space is needed for narrative comments. The evaluation is to be given to the employee and discussed in a private interview with the employee. Any changes in the evaluation which may be made during the interview should be initialed by the employee. All attachments must be signed by the employee and evaluator.
- 3) Employees are to be evaluated in conjunction with the *Essential Functions* of their respective job description. Always read the *Essential Functions* of the employee's job description prior to beginning this process.

16.1 Derogatory Information

Information or material of a derogatory or critical nature which has been received from others may not be used unless the specific issue has been verified to the satisfaction of the supervisor, in consultation with the Vice President of Human Resources, and relates directly to the unit member's employment.

16.2 Signature and Response to Evaluation

The unit member's signature on the report indicates only that he/she has seen the report. The unit member may, within ten (10) working days, respond in writing to an evaluation with which the unit member is not in agreement. This response shall be attached to the evaluation in question.

16.3 Probationary Unit Members

Probationary unit members shall be rated by their immediate supervisor at the end of the 3rd month, 6th month, and 9th month and prior to the end of the 12th month of employment.

The above schedule does not prevent dismissal of such unit member at any time.

16.4 Evaluation Categories

- 1) Evaluation of the competence of unit members under this program shall include, but shall not be limited to, consideration of *knowledge of work, quality of work productivity, dependability, communication skills, initiative, interpersonal relations, professionalism and safety practices*.
- 2) Each rating other than *Standard* (below or above) requires an explanation in the *Comments* box beside the category. Each rating below Standard must be based on issues discussed with the employee prior to the evaluation, supported by a statement of facts in the *Comments* box, and accompanied by a separate *Development Plan*. The Supervisor should include information on staff member's overall performance highlighting (1) areas

of strengths; (2) areas for further development; (3) areas for improvements; and (4) areas where unique or extraordinary factors contribute to the evaluation.

- 3) Subsequently, one or more conferences shall be held with the unit member to assist him/her in correcting deficiencies previously noted. A record of such conferences shall be prepared by the evaluator for the file on the unit member and a copy submitted to him/her.
- 4) The District and Federation agree that this article may be reopened during annual negotiations without either party using one of its designated re-openers.

ARTICLE XVII
DISCIPLINE OF A UNIT MEMBER

17.0 Progressive Employee Discipline

Unit members who have violated a rule or regulation prescribed by the board in Board Policy Section 4662.1 shall be subject to appropriate disciplinary action. Disciplinary action shall conform to established principles of progressive discipline as listed below.

17.1 Informal Conference

- 1) Oral reprimand is the initial stage of progressive discipline. At the first sign of misconduct or job performance deficiency, the supervisor shall put the unit member on notice that his/her performance is unsatisfactory and shall advise the unit member of the supervisor's level of expectation. Unless the transgression is serious, the unit member should not be written up for a first offense.
- 2) If the unit member continues to violate rules, regulations, and under performs after oral reprimands are given, the matter may warrant the next level of discipline.

17.2 Written Reprimand

The unit member has already been given oral notice that his/her performance is substandard. Should the unit member continue to break rules, ignore orders, fail to perform assigned tasks, or otherwise fall short of the job standards, the supervisor shall document the problem in writing. This is done in the form of a memorandum of reprimand.

The purpose of the memorandum is to put the unit member clearly on notice that the conduct or performance in question is unacceptable and to document the specific act or omission. A copy of the memorandum of reprimand shall be placed in the unit member's official personnel file.

17.3 Conferences, Directives, and Further Reprimands

- 1) Should the unit member's performance continue to be unsatisfactory after issuance of one or more written reprimands, the unit member now becomes a candidate for possible serious disciplinary action. The supervisor will confer more frequently with the individual to discuss his/her shortcomings and provide specific directions for improvement in a reasonable period of time agreed to by the district and the Federation to show improvement. These conferences should be summarized in writing by the supervisor and filed in the unit member's official personnel record with the written reprimand. The unit member shall be provided copies of all disciplinary reprimands and conference summaries. The unit member also has the right to respond to any written documentation to be placed in his/her personnel records. Employees have the right to Union representation during all conferences that may result in written reprimand or disciplinary action.
- 2) The supervisor will continue to document the unit member's progress, performance deficiencies, or misconduct.

17.4 Documentation Review/Recommendation

The unit member's deficiencies should be well documented in the file through written reprimands, conference summaries, and written documents (such as complaints) relevant to the infraction from other sources. The unit member's supervisor will recommend, based upon all relevant documentation and circumstances, either that the unit member be disciplined or that he/she be given additional time to improve their performance.

17.5 Suspension

- 1) An offense committed by a unit member that is not sufficiently severe to warrant termination may result in disciplinary suspension, however, the unit member shall be given one suspension before moving to another level of discipline.
- 2) Based upon the nature and severity of the offense, suspension may occur at any stage of the disciplinary process. Only materials legally placed in the employees' personnel file in the last three scholastic years may be used to determine the appropriateness of suspension.
- 3) Suspension may be recommended by the Superintendent/President and the length deemed appropriate to the offense shall not exceed ten (10) calendar days for any one suspension and not more than twenty (20) calendar days in any school year.
- 4) No remuneration shall be paid the unit member during the period of suspension. However, in the event that such suspension is rejected by the Board, payment shall be made for the period during which the unit member was suspended.

17.6 Demotion

- 1) Demotion refers to a vertical downward movement of any employee from one class to another and involves a reduction in pay. Demotion signifies assignment to a lower classification.
- 2) Demotion for disciplinary reasons may be accomplished by the Board upon written recommendation of the Superintendent/President, for action or conduct that it deems detrimental to the welfare of the District. Such conduct may include violation of statutes or failure to abide by Board policy, rules and regulations.

17.7 Dismissal

- 1) Based upon documented deficiencies and/or infractions, formal discharge found in the employee's official personnel file, formal discharge for just cause, as called for under "Cause for Dismissal," of a unit member may be warranted only after all of the above steps have been adhered to.
- 2) Should the circumstances of the cause for dismissal be determined to be sufficiently severe, steps may be taken for the immediate dismissal of the unit member at any stage of the disciplinary process.

17.8 Cause for Dismissal

Dismissal of unit members shall be restricted to cause as determined by the Board. The Board's determination of the sufficiency of cause for dismissal shall be conclusive. Cause for dismissal shall include:

- 1) Any information supplied to the District, including but not limited to, in falsifying information submitted in application forms, employment records, or any other district record;
- 2) Incompetence;
- 3) Physical or mental disability rendering the unit member incapable of performing his/her assigned duties;
- 4) Inexcusable neglect of duty, insubordinate or willful disobedience;
- 5) Drunkenness, intemperance, or addiction to narcotics;
- 6) Conviction of a felony or a misdemeanor involving moral turpitude;
- 7) Persistent absence without leave, or failure to report such absence;
- 8) Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public during working hours; after hours, if conduct exerts harmful influence on the District;
- 9) Abuse of illness leave privileges;
- 10) Misuse or converting District property to personal use;
- 11) Failure to abide by the conditions of employment set forth by Board policy, commission of acts outside of duty hours which hinder the performance of the unit member's assigned task.

17.9 Notice of Disciplinary Action (Suspensions, Demotions, and Dismissals)

- 1) Administrative or supervisory personnel may recommend the dismissal, demotion, or suspension of a unit member for cause listed in Cause for Dismissal. Recommendation for disciplinary action mentioned herein must be Board approved. A written notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and, if it is claimed that unit member has violated a rule or regulation of the Board, such rule or regulation shall be set forth in the notice. The written notice shall emanate from the office of the Superintendent/President and shall state actual circumstances and occurrences of which the disciplinary action is based.
- 2) Prior to the issuance of the notice, the Superintendent/President may consult with the vice-president having supervisory jurisdiction over the unit member or other personnel as conditions warrant.

17.10 Appeal of Disciplinary Action

- 1) When an employee appeals **any disciplinary action**, which would afford the employee a hearing before a third party neutral as required by law, the following procedure should be utilized in order to obtain a hearing. Within fourteen (14) calendar days of the District's receipt of an appeal from said disciplinary action, it shall request a list of seven (7) Neutral hearing officers from the California Mediation and Conciliation Service. The District shall cause a list identifying the names of seven (7) neutral hearing officers to be served upon the appellate employee and the Federation.
- 2) Within fourteen (14) calendar days of the service of the list of seven (7) neutral hearing officers, the parties shall alternatively strike names from the list until one (1) remains. The remaining name will be designated as the hearing officer to hear the disciplinary appeal.

17.11 Dismissal Procedure for Permanent Employees

- 1) The Superintendent/President, or his designee, subject to Board approval, shall inform the unit member by written notice of the specific charges against him/her; a statement of his/her right to a hearing on such charges, and the time within such hearing may be requested. The written notice of dismissal shall contain a statement relative to the Board's intention to dismiss said unit member after thirty (30) days from service of the notice.
- 2) The dismissal notice shall provide the unit member with an opportunity for a hearing, upon request, which shall not be less than five (5) working days after service of the intent to dismiss such unit member. Failure on the part of the unit member to request a hearing within the limit established in the notice shall be deemed a refusal by said unit member to a hearing.
- 3) The intent to dismiss shall also contain a card or paper, the signing of which shall constitute a demand for a hearing and the denial of all charges.
- 4) If the unit member requests a hearing within the time prescribed by the dismissal notice, the Board shall afford such unit member with an opportunity for the hearing. The burden of proof for establishing sufficiency of cause shall remain with the Board.
- 5) No disciplinary action shall be taken for any cause which arose prior to the unit member becoming permanent, not for any cause which arose more than two (2) years preceding the date of filing of the notice of cause, unless such cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

17.12 Effective Date- Dismissal of Unit Member

The effective date of the dismissal of a unit member shall be the date on which the Board of Trustees makes a decision unless otherwise specified in the decision.

17.13 Dismissal Procedures for Probationary Employees

- 1) Probationary employees may be dismissed at the direction of the Board at any time during the probationary period. Upon request, the probationer shall be provided with a reason for dismissal or non-retention.

Probationary employees are not entitled to a hearing afforded to permanent employees.

ARTICLE XVIII
SAFETY CONDITIONS

18.0 Safety Conditions

- 1) The District shall provide safe working conditions for all unit members.
- 2) Determination of safe working conditions shall be made by the District and shall be in compliance with all applicable health, safety, fire, and sanitation requirements imposed by OSHA, State, Federal, City and/or County laws or regulations.
- 3) The District shall not discriminate against any unit member as a result of reporting any condition believed to be in violation of section 2.0.

18.1 Safety Equipment

The District shall provide safety equipment necessary to allow unit members to complete assigned tasks.

18.2 Employee Responsibility

- 1) It shall be the unit member's responsibility to report to his/her supervisor any observed unsafe physical conditions in the buildings or on the school premises. The report should be done verbally as soon as the condition is recognized. The unit member shall file a maintenance repair request with his/her appropriate supervisor. One (1) copy shall be retained by the unit member and one (1) forwarded to the Federation. Work/repair requested shall be done within a reasonable period of time. It shall be the District's responsibility to investigate unit member reports, as described herein, and assess the physical condition reported; take appropriate action and correct unsafe conditions following appropriate safety condition regulations as set forth by the California Occupational Safety and Health Act and Board policy and administrative regulations of the District.
- 2) It shall be the obligation of each unit member to work in a safe manner and not create hazards.
- 3) It shall be the responsibility of any unit member who is the victim of an assault or battery in connection with his/her employment to verbally report the incident to his/her immediate supervisor at the earliest possible time and to submit a written report of the incident to his/her immediate supervisor at the earliest possible time.

18.3 District Responsibility

- 1) It shall be the responsibility of the immediate supervisor to report the incident to the office of the Superintendent/President and such other authorities as deemed appropriate by the District with the least possible delay.
- 2) It shall be the responsibility of the District to provide, upon request by the involved unit member(s), appropriate non-confidential, as determined by the District, information relating to an incident of assault and/or battery.

- 3) Except in disaster or emergency situations as determined by the District, the District shall not require an employee to work in a life-endangering condition.

18.4 Unhealthful Conditions

In the event that unhealthful conditions on campus cause the dismissal of all student and all faculty staff members, classified unit members shall be relieved from work assignments without loss of pay.

18.5 Drills

Classified unit members shall be allowed to participate in all disaster and earthquake drills, including leaving the campus or work locations for the remainder of the day if students and faculty personnel are allowed to do so.

18.6 Safety Committee

A Work Environment/Safety Committee will be established to review and make recommendations concerning health and safety conditions, including in-service training and safe use of all equipment. The Federation shall be represented on the committee.

ARTICLE XIX
GRIEVANCE

19.0 General Provisions

- 1) A grievance is defined as an allegation that there has been a misapplication or misinterpretation of a specific term of this Agreement and that by reason of such allegation the grievant believes that his/her rights have been adversely affected.
- 2) The respondent in all cases shall be the District itself rather than any individual. The Federation may grieve with respect to an alleged violation, misapplication, or misinterpretation by the District of an article or term in this Agreement; or on behalf of a grievant, to carry the grievance on his/her behalf.
- 3) The grievant may have a Federation representative present at all levels of this procedure.

19.1 Informal Level

Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by means of an informal conference with his/her immediate administrator. Either the grievant or immediate administrator may have a witness present at said informal conference providing twenty-four (24) hours advance notice is given to the other party.

19.2 Formal Level

19.2.1 Level I

- 1) If a unit member wishes to initiate a formal grievance, he/she must do so within ten (10) workdays after the occurrence of the act or omission giving rise to the grievance by presenting such grievance in writing to his/her immediate administrator. If neither the grievant nor the Federation had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the ten (10) day time limit shall begin to run on the date upon which either the grievant or Federation knew or could have reasonable diligence have known of the occurrence.
- 2) The written statement shall be a clear and concise statement of the grievance, including the specific provisions of the Agreement alleged to have been violated, misapplied or misinterpreted; the circumstances involved; and the specific remedy sought.
- 3) The written statement described herein shall be submitted on a jointly-developed Grievance Form provided by the District, and said statement shall not be changed at later levels of the grievance procedure, as described in this article.
- 4) Either party may request a personal conference with the other party. The administrator shall communicate a decision to the unit member within ten (10) workdays after receiving the grievance and such action will terminate Level I.

19.2.2 Level II

- 1) In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the vice president of the area or his/her designee within ten (10) workdays after the termination of Level I.
- 2) This written appeal described herein shall be submitted on a Level II Grievance Form provided by the district, and shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. The grievant, vice president or his/her designee may request a personal conference.

19.2.3 **Level III**

- 1) In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the Superintendent/President or his/her designee within ten (10) workdays after the termination of Level II.
- 2) The written appeal described herein shall be submitted on a Level III Grievance Form provided by the District, and shall include a copy of the original grievance, at Level I and Level II, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent/President or his/her designee may request a personal conference.
- 3) The Superintendent/President or his/her designee shall communicate a written decision within ten (10) days after receiving the appeal and such a decision will terminate Level III.

19.2.4 **Mediation**

- 1) The parties mutually agree that all disagreements and grievances related to or arising under this Agreement which cannot be resolved by direct negotiation will be submitted to at least one (1) session of voluntary and confidential mediation before a mutually acceptable Mediator appointed by the Center for Dispute Resolution in Santa Monica, California.
- 2) The mediation agreement, and any statements made by the parties in mediation, shall be kept confidential and shall not constitute precedent, unless the parties agree otherwise.
- 3) The costs of mediation shall be shared equally by the parties unless they agree otherwise.

19.2.5 **Level IV**

- 1) In the event the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision in writing to the Board of Trustees within ten (10) workdays of the termination of Level III. The grievant may request a hearing at this level. If requested, it shall be granted.
- 2) This written appeal described herein shall be submitted on a Level IV Grievance Form provided by the District and shall include a copy of the original grievance,

the decisions rendered at Level I, II, and III, and a clear and concise statement of the reasons for the appeal.

- 3) The Board of Trustees shall communicate a written final and binding decision by the second meeting after such appeal is filed by the grievant.

19.3 Failure to Meet Time Limits

Time limits thereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of the summer recess.

19.4 Reasonable Released Time

Grievance meetings normally will be scheduled by the District and Federation at mutually acceptable times. Reasonable release time shall be granted for the processing of grievances.

19.5 Confidentiality

In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed until it is processed through completion, neither the grievant, the Federation nor the District shall make public either the grievance or evidence regarding the grievance.

19.6 No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

19.7 Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

ARTICLE XX
LAYOFFS, SENIORITY AND RE-EMPLOYMENT RIGHTS

20.0 Effects of Layoff

The District will notify the Federation of any contemplated layoff due to lack of funds or lack of work.

20.1 Reason for Layoff

The only reason for layoff or a reduction of assigned hours shall be lack of funds or lack of work. Length of service shall mean all hours in paid status, exclusive of overtime.

20.2 Notice of Layoff

Any layoffs shall take place upon thirty (30) days written notice. Any notice to the affected unit member of layoff shall specify the reason for layoff, the identity by name and classification of the employee designated for layoff and information on his/her displacement rights, if any, and re-employment rights.

20.3 Order of Layoff

Layoff or a reduction in assigned hours will be based on seniority by classification. Employees with the least number of hours of District employment will be the first to be laid off or have a reduction in assigned hours if necessary, because of lack of work or lack of funds. Those laid off would be eligible for re-employment for a period of thirty-nine (39) months in inverse order of layoff.

20.4 Equal Seniority

If two (2) or more permanent unit members subject to layoff have equal class seniority, the layoff determination of rights shall be by lot.

20.5 Re-employment Rights

Permanent laid off unit members are eligible for re-employment in the class from which they were laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their re-employment shall take precedence over other employment in the classifications affected by said layoff.

20.6 Notification of Re-employment

A unit member, who is laid off and is subsequently eligible for re-employment as provided for herein, shall be notified in writing by the District.

20.7 Employee Notification to the District

- 1) A unit member shall notify the District in writing of his/her intent to accept or refuse employment within ten (10) working days following receipt of the re-employment notice. Failure by the unit member to tender the written notice to the District within ten (10) Days as provided for herein shall be deemed a refusal of employment by said unit member.
- 2) The laid off unit member may decline two (2) offers of employment before relinquishing his/her position on the list.
- 3) If a unit member on a re-employment list refuses the second offer of employment, no additional offers will be made, and the employee shall be considered unavailable for work and have waived any and all re-employment rights.

20.8 Re-employment

- 1) Unit members who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher position.
- 2) Layoff as used herein shall refer to separation from service or reduction in assigned time. Fringe benefit coverage, if currently provided, shall continue for the duration allowed by the plan not to exceed 30 days. Unit members given a notice of intended non-re-employment shall be entitled to use three (3) days of available personal necessity leave for purposes of bonafide job interviews with other prospective employers.
- 3) Alleged violations of this article shall be reviewable under existing judicial provisions, administrative hearing procedures, or the grievance procedure in the Agreement.
- 4) Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by the sections above.

EXHIBITS

Classifications and Salary Ranges
Classified Staff Effective July 1, 2012 (Rev 2-23-20)

Position	Salary Range	Department
Academic Affairs Technician	14	Academic Affairs
Accountant	21	Business Services
Accounting Assistant I	10	Business Services
Accounting Assistant II	13	Various departments
Accounting Assistant III	16	Business Services
Accounting Technician Auxiliary Services	17	Auxiliary Services
Accounting Technician - Business Services	17	Business Services
Accounting Technician, Senior - Business Services	19	Business Services
Administrative Assistant	16	Various departments
Administrative Coordinator	21	Various departments
Advancement Assistant	13	Institutional Advancement & Foundation
Alternative Media Specialist	25	Information Technology Services
Athletic Equipment Assistant	12	Kinesiology, Athletics & Dance
Athletic Turf Maintenance Specialist	13	Facilities - Maintenance & Operations
Attendance Accounting Technician	14	Enrollment Services
Automotive/Equipment Mechanic	18	Facilities - Maintenance & Operations
Automotive/Equipment Mechanic Assistant	12	Facilities - Maintenance & Operations
Automotive/Equipment Mechanic Lead	22	Facilities - Maintenance & Operations
Bookstore Assistant	12	Auxiliary Services
Bookstore Assistant, Sr.	14	Auxiliary Services
Bookstore Textbook Buyer	16	Auxiliary Services
Building Automation/Systems Technician	20	Facilities - Maintenance & Operations
Buyer	19	Business Services
CalWorks Technician I	12	Student Programs & Services
CalWorks Technician II	14	Student Programs & Services
Campus Events Technician	18	Facilities - Maintenance & Operations
Campus Events Worker	10	Facilities - Maintenance & Operations
Campus Telephone Operator	9	Institutional Advancement & Foundation
Career Center Technician	14	Counseling & Matriculation
Cashier	9	Business Services
Clerical Assistant I	6	Various departments
Clerical Assistant II	9	Various departments
Clerical Assistant III	12	Various departments
Computer Services Technician	19	Information Technology Services (ITS)
Coord., Academic Senate	20	Academic Affairs
Coord., Aeronautical Programs	16	Career Technical Education
Coord., Assessment	18	Counseling & Matriculation
Coord., Career Center	20	Counseling & Matriculation
Coord. Communications Designs	17	Marketing & Public Information

Coord., Deaf Services (Interpreter)	21	Office for Students with Disabilities (OSD)
Coord., Evaluations	16	Enrollment Services
Coord. Facilities Planning	19	Facilities Planning & Campus Development
Coord. Foundation	17	Foundation
Coord., Health & Safety Sciences	22	Academic Affairs
Coord., Instructional Multimedia Center (IMC)	21	Instructional Resources- Extended Services
Coord., Programs (Previously Veteran's)	20	Student Programs & Enrollment Svcs
Coord, STEM Grant and Center	20	Math, Science and Engineering
Coord., Veteran's Program	20	Student Life - Veterans Department
Coord., Warehouse & Inventory	18	Facilities - Maintenance & Operations
Custodian I	10	Facilities - Maintenance & Operations
Custodian - Lead	13	Facilities - Maintenance & Operations
Database Administrator	28	Information Technology Services (ITS)
Early Childhood Instructional Specialist	16	Child Development Center (CDC)
Education Advisor	19	Student Development & Services
Electrician	19	Facilities - Maintenance & Operations
Electrician Lead	22	Facilities - Maintenance & Operations
Employment Outreach Specialist	13	Student Development & Services
Enrollment Services Records Technician	14	Enrollment Services
Enrollment Services Technician	14	Enrollment Services
EOP&S Specialist (Extended Opportunity Programs & Services)	15	Student Programs & Services
EOP&S Technician II	14	Student Programs & Services
Evaluations Technician	16	Enrollment Services
Facility Support Technician	14	Facilities - Maintenance & Operations
Facilities Systems Technician	20	Facilities - Maintenance & Operations
Financial Aid Specialist	17	Student Development & Services
Financial Aid Technician I	13	Student Development & Services
Financial Aid Technician I - Advancement	13	Advancement/Foundation Office
Financial Aid Technician II	16	Student Development & Services
Food Service Assistant I	6	Auxiliary Services
Food Service Assistant II	9	Auxiliary Services
Graphic Artist	17	Instructional Resources - Extended Services
Grounds Equipment Irrigation Lead	14	Facilities - Maintenance & Operations
Grounds Equipment Irrigation Technician	13	Facilities - Maintenance & Operations
Grounds Maintenance Worker	11	Facilities - Maintenance & Operations
Grounds Maintenance Worker/Landscape	15	Facilities - Maintenance & Operations
HVAC Facility Systems - Lead	21	Facilities - Maintenance & Operations
HVAC Technician	19	Facilities - Maintenance & Operations
IMC Assistant (Instructional Multimedia Center)	12	Instructional Resources - Extended Services
IMC Specialist	15	Instructional Resources - Extended Services
IMC Technician -Lead	18	Instructional Resources - Extended Services
Instructional Asst. - Aeronautics	17	Technical Education

Instructional Assistant - Airframe & Powerplant	18	Technical Education
Instructional Assistant - Tech Ed.	16	Technical Education
Job Placement Specialist	18	Student Programs & Services
Lab Technician - Agriculture, Chemistry, Computers-ITS, Engineering, Hight Tech Lab, Math, Physical Sciences, Physics	16	Various departments
Lab Technician-Biological Sciences	20	Math, Science and Engineering
Learning Center Specialist	12	Rhetoric & Literacy
Learning Disabilities Testing Technician	17	Office for Students with Disabilities (OSD)
Library Assistant	9	Instructional Resources - Extended Services
Library Technician	17	Instructional Resources - Extended Services
Locksmith	18	Facilities - Maintenance & Operations
Locksmith Lead	19	Facilities - Maintenance & Operations
Mailroom/Duplicating Technician	10	Business Services
Maintenance Assistant	11	Facilities - Maintenance & Operations
Maintenance Worker	14	Facilities - Maintenance & Operations
Marketing Specialist	20	Marketing & Public Information
Network Administrator	27	Systems & Infrastructure
Painter	18	Facilities - Maintenance & Operations
Payroll Specialist	20	Human Resouces & Employee Relations
Payroll Technician	17	Human Resouces & Employee Relations
Performing Arts Technician 10, 11 or 12 Months/Yr.	19	Performing ArtsTheatre
Plumber	19	Facilities - Maintenance & Operations
Plumber Lead	22	Facilities - Maintenance & Operations
Program Specialist - Outreach	13	Child Development & Services
Program Specialist - CDC	13	Social & Behavioral Sciences
Program Specialist - Student Equity	13	Student Equity
Programmer Analyst	26	Information Technology Services (ITS)
Records Technician	14	Enrollment Services
Research Analyst	22	Institutional Research & Planning
Research Technician	19	Institutional Research & Planning
Secretary	12	Various departments
Secretary DSS (Disabled Student Servies)	13	Office for Students with Disabilities (OSD)
Senior Accountant	23	Business Services
Skilled Maintenance Worker	17	Facilities - Maintenance & Operations
Skilled Maintenance Worker Lead	19	Facilities - Maintenance & Operations
Student Accounts Technician	19	Business Services
Systems Administrator	28	Information Technology Services (ITS)
Systems Security Administrator	28	Information Technology Services (ITS)
Technical Analyst	17	Various departments
Technical Trainer	19	Information Technology Services (ITS)
Telecommunications Technician	16	Information Technology Services (ITS)
Transfer Center Technician	13	Counseling & Matriculation
Transportation Driver-Mobil Classroom	15	Facilities-Maintenance & Operations / Math Science & Engineering

Tutoring Specialist	15	Instructional Resources - Extended Services
Utility Worker	9	Facilities - Maintenance & Operations
Warehouse Assistant	11	Business Services
Web Developer	26	Information Technology Services (ITS)
Webmaster (E-marketing)	23	Public & Governmental Relations
Work Study/Work Experience Specialist	15	Student Development & Services

Antelope Valley College 2019 - 2020
CLASSIFIED SALARY SCHEDULE - "CL"
 Effective July 1, 2019 (2% Increase)

RANGE	CLASSIFIED	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	MONTHLY	2361.38	2479.45	2603.41	2733.60	2870.27
	HOURLY	13.62	14.31	15.02	15.77	16.56
	ANNUAL	28336.56	29753.40	31240.92	32803.20	34443.24
2	MONTHLY	2447.89	2570.31	2698.79	2833.75	2975.50
	HOURLY	14.12	14.83	15.57	16.35	17.17
	ANNUAL	29374.68	30843.72	32385.48	34005.00	35706.00
3	MONTHLY	2537.63	2664.50	2797.74	2937.66	3084.55
	HOURLY	14.64	15.37	16.14	16.95	17.80
	ANNUAL	30451.56	31974.00	33572.88	35251.92	37014.60
4	MONTHLY	2630.71	2762.23	2900.32	3045.30	3197.67
	HOURLY	15.18	15.94	16.73	17.57	18.45
	ANNUAL	31568.52	33146.76	34803.84	36543.60	38372.04
5	MONTHLY	2727.11	2863.50	3006.66	3156.99	3314.81
	HOURLY	15.73	16.52	17.35	18.21	19.12
	ANNUAL	32725.32	34362.00	36079.92	37883.88	39777.72
6	MONTHLY	2827.09	2968.39	3116.93	3272.73	3436.32
	HOURLY	16.31	17.13	17.98	18.88	19.82
	ANNUAL	33925.08	35620.68	37403.16	39272.76	41235.84
7	MONTHLY	2930.78	3077.27	3231.15	3392.71	3562.38
	HOURLY	16.91	17.75	18.64	19.57	20.55
	ANNUAL	35169.36	36927.24	38773.80	40712.52	42748.56
8	MONTHLY	3038.20	3190.07	3349.62	3517.04	3692.88
	HOURLY	17.53	18.40	19.33	20.29	21.31
	ANNUAL	36458.40	38280.84	40195.44	42204.48	44314.56
9	MONTHLY	3149.61	3307.03	3472.43	3646.04	3828.35
	HOURLY	18.17	19.08	20.03	21.04	22.09
	ANNUAL	37795.32	39684.36	41669.16	43752.48	45940.20
10	MONTHLY	3265.05	3428.32	3599.70	3779.69	3968.68
	HOURLY	18.84	19.78	20.77	21.81	22.90
	ANNUAL	39180.60	41139.84	43196.40	45356.28	47624.16
11	MONTHLY	3384.73	3553.99	3731.63	3918.29	4114.15
	HOURLY	19.53	20.50	21.53	22.61	23.74
	ANNUAL	40616.76	42647.88	44779.56	47019.48	49369.80

Antelope Valley College 2019 - 2020
CLASSIFIED SALARY SCHEDULE - "CL"
 Effective July 1, 2019 (2% Increase)

RANGE	CLASSIFIED	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
12	MONTHLY	3508.85	3684.28	3868.42	4061.85	4264.99
	HOURLY	20.24	21.26	22.32	23.43	24.61
	ANNUAL	42106.20	44211.36	46421.04	48742.20	51179.88
13	MONTHLY	3637.44	3819.34	4010.25	4210.77	4421.29
	HOURLY	20.99	22.03	23.14	24.29	25.51
	ANNUAL	43649.28	45832.08	48123.00	50529.24	53055.48
14	MONTHLY	3770.79	3959.35	4157.25	4365.15	4583.38
	HOURLY	21.76	22.84	23.98	25.18	26.44
	ANNUAL	45249.48	47512.20	49887.00	52381.80	55000.56
15	MONTHLY	3908.98	4104.44	4309.71	4525.22	4751.42
	HOURLY	22.55	23.68	24.86	26.11	27.41
	ANNUAL	46907.76	49253.28	51716.52	54302.64	57017.04
16	MONTHLY	4052.35	4254.99	4467.74	4691.11	4925.64
	HOURLY	23.38	24.55	25.78	27.06	28.42
	ANNUAL	48628.20	51059.88	53612.88	56293.32	59107.68
17	MONTHLY	4200.85	4410.88	4631.44	4863.00	5106.22
	HOURLY	24.24	25.45	26.72	28.06	29.46
	ANNUAL	50410.20	52930.56	55577.28	58356.00	61274.64
18	MONTHLY	4354.95	4572.66	4801.29	5041.36	5293.39
	HOURLY	25.13	26.38	27.70	29.09	30.54
	ANNUAL	52259.40	54871.92	57615.48	60496.32	63520.68
19	MONTHLY	4514.58	4740.29	4977.33	5226.10	5487.44
	HOURLY	26.05	27.35	28.72	30.15	31.66
	ANNUAL	54174.96	56883.48	59727.96	62713.20	65849.28
20	MONTHLY	4680.10	4914.11	5159.73	5417.71	5688.65
	HOURLY	27.00	28.35	29.77	31.26	32.82
	ANNUAL	56161.20	58969.32	61916.76	65012.52	68263.80
21	MONTHLY	4851.57	5094.18	5348.93	5616.31	5897.16
	HOURLY	27.99	29.39	30.86	32.40	34.02
	ANNUAL	58218.84	61130.16	64187.16	67395.72	70765.92
22	MONTHLY	5029.43	5280.95	5545.00	5822.29	6113.36
	HOURLY	29.02	30.47	31.99	33.59	35.27
	ANNUAL	60353.16	63371.40	66540.00	69867.48	73360.32

Antelope Valley College 2019 - 2020
CLASSIFIED SALARY SCHEDULE - "CL"
 Effective July 1, 2019 (2% Increase)

RANGE	CLASSIFIED	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
23	MONTHLY	5213.87	5474.58	5748.24	6035.67	6337.46
	HOURLY	30.08	31.58	33.16	34.82	36.56
	ANNUAL	62566.44	65694.96	68978.88	72428.04	76049.52
24	MONTHLY	5404.96	5675.29	5958.98	6256.92	6569.83
	HOURLY	31.18	32.74	34.38	36.10	37.90
	ANNUAL	64859.52	68103.48	71507.76	75083.04	78837.96
25	MONTHLY	5603.17	5883.30	6177.51	6486.36	6810.62
	HOURLY	32.33	33.94	35.64	37.42	39.29
	ANNUAL	67238.04	70599.60	74130.12	77836.32	81727.44
26	MONTHLY	5808.53	6098.99	6403.93	6724.13	7060.30
	HOURLY	33.51	35.19	36.95	38.79	40.73
	ANNUAL	69702.36	73187.88	76847.16	80689.56	84723.60
27	MONTHLY	6021.49	6322.58	6638.73	6970.67	7319.18
	HOURLY	34.74	36.48	38.30	40.22	42.23
	ANNUAL	72257.88	75870.96	79664.76	83648.04	87830.16
28	MONTHLY	6242.26	6554.36	6882.04	7226.22	7587.50
	HOURLY	36.01	37.81	39.70	41.69	43.77
	ANNUAL	74907.12	78652.32	82584.48	86714.64	91050.00
29	MONTHLY	6471.09	6794.64	7134.37	7491.08	7865.61
	HOURLY	37.33	39.20	41.16	43.22	45.38
	ANNUAL	77653.08	81535.68	85612.44	89892.96	94387.32
30	MONTHLY	6708.35	7043.72	7395.89	7765.76	8154.04
	HOURLY	38.70	40.64	42.67	44.80	47.04
	ANNUAL	80500.20	84524.64	88750.68	93189.12	97848.48
31	MONTHLY	6954.27	7302.00	7667.02	8050.45	8452.91
	HOURLY	40.12	42.13	44.23	46.45	48.77
	ANNUAL	83451.24	87624.00	92004.24	96605.40	101434.92
32	MONTHLY	7209.24	7569.71	7948.18	8345.56	8762.79
	HOURLY	41.59	43.67	45.86	48.15	50.56
	ANNUAL	86510.88	90836.52	95378.16	100146.72	105153.48
33	MONTHLY	7473.48	7847.10	8239.57	8651.49	9084.10
	HOURLY	43.12	45.27	47.54	49.91	52.41
	ANNUAL	89681.76	94165.20	98874.84	103817.88	109009.20

Antelope Valley College 2019 - 2020
CLASSIFIED SALARY SCHEDULE - "CL"
 Effective July 1, 2019 (2% Increase)

RANGE	CLASSIFIED	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
34	MONTHLY	7747.44	8134.83	8541.53	8968.67	9417.04
	HOURLY	44.70	46.93	49.28	51.74	54.33
	ANNUAL	92969.28	97617.96	102498.36	107624.04	113004.48
35	MONTHLY	8031.43	8433.06	8854.75	9297.46	9762.34
	HOURLY	46.34	48.65	51.09	53.64	56.32
	ANNUAL	96377.16	101196.72	106257.00	111569.52	117148.08
36	MONTHLY	8325.92	8742.26	9179.30	9638.30	10120.16
	HOURLY	48.03	50.44	52.96	55.61	58.39
	ANNUAL	99911.04	104907.12	110151.60	115659.60	121441.92
37	MONTHLY	8631.17	9062.65	9515.79	9991.57	10491.17
	HOURLY	49.80	52.29	54.90	57.64	60.53
	ANNUAL	103574.04	108751.80	114189.48	119898.84	125894.04
38	MONTHLY	8947.52	9394.88	9864.72	10357.92	10875.81
	HOURLY	51.62	54.20	56.91	59.76	62.75
	ANNUAL	107370.24	112738.56	118376.64	124295.04	130509.72
39	MONTHLY	9275.60	9739.37	10226.31	10737.61	11274.50
	HOURLY	53.51	56.19	59.00	61.95	65.05
	ANNUAL	111307.20	116872.44	122715.72	128851.32	135294.00
40	MONTHLY	9615.64	10096.40	10601.23	11131.26	11687.80
	HOURLY	55.48	58.25	61.16	64.22	67.43
	ANNUAL	115387.68	121156.80	127214.76	133575.12	140253.60

Unit members will receive longevity increments after the completion of 10 consecutive years of service; the longevity increments will become effective at the beginning of the 11th, 16th, 21st, 26th, 31st and 36th years.

Longevity increments are listed below:

Longevity Increments	
Years of Service	Amount of Longevity
11	3.5% of base pay
16	3.5% additional
21	3.5% additional
26	3.5% additional
31	3.5% additional
36	3.5% additional

Rev. 8/12/2019

ANTELOPE VALLEY COLLEGE

CLASSIFICATION/RECLASSIFICATION FORM

You are being asked to complete this form because you know your position better than anyone else. You are encouraged to discuss your responses with your supervisor, as they will also be asked to respond. Your answers will be used to evaluate your job position only, NOT your performance. You are asked to describe the purpose of your position, its responsibilities, and other information that will assist us in our understanding of your job. Please type or neatly print your responses to each question. Be candid and answer each question as accurately as possible. If you need additional space in answering a question, you may attach a page(s) to the end of the form for your response. Please make sure you clearly note the Section Number and the Number of the question being answered when extra pages are used. If a question does not apply to your position, please write "not applicable".

THE CLASSIFICATION/ RECLASSIFICATION FORM IS DUE IN HUMAN RESOURCES BY:

SECTION 1. ORGANIZATIONAL INFORMATION

YOUR NAME(S): _____

YOUR CURRENT POSITION TITLE: _____

PROPOSED TITLE CHANGE: _____

DIVISION AND SECTION: _____

WORK SITE: _____

WORK PHONE: _____ **EXT:** _____

NUMBER OF HOURS IN YOUR NORMAL WORK WEEK: _____

LENGTH OF TIME (years or months) IN YOUR CURRENT POSITION: _____

LENGTH OF TIME YOU HAVE BEEN PERFORMING THE DUTIES FOR WHICH YOU ARE REQUESTING A CLASSIFICATION REVIEW: _____

YOUR SUPERVISOR'S NAME: _____

YOUR SUPERVISOR'S JOB TITLE: _____

SECTION 2. PRIMARY PURPOSE OF YOUR POSITION

- Briefly describe the primary purpose of your position. **It is suggested that you complete the rest of the form before completing this section.**

SECTION 3. TASK STATEMENTS

EXAMPLE LIST OF TASKS FOR A DIRECTOR OF DATA PROCESSING POSITION

TASK NO.	DESCRIPTION	FREQUENCY	%OF TIME
1.	Directs activities of the department and deploys resources.	Daily	25%
2.	Prepares and controls the Division budget.	Monthly	10%
3.	Establishes project schedules and ensures on-time completion within budget.	Monthly	20%
4.	Approves new or modified computer system design.	Monthly	15%
5.	Selects and buys hardware and software with the approval of the Division Head/Designee.	Quarterly	5%
6.	Coordinates work of Manager of Data Processing.	Daily	20%
7.	Ensures computer income and expense amounts are properly charged.	Monthly	5%
			<u>100%</u>

LIST ONLY TASKS THAT HAVE CHANGED OR HAVE BEEN ADDED TO YOUR JOB. PLEASE DO NOT RESTATE ALL JOB DUTIES THAT ARE ALREADY LISTED ON YOUR CURRENT JOB DESCRIPTION.

TASK	DESCRIPTION	FRE-QUENCY	% OF TIME
1			
2			
3			
4			
5			
6			
7			

SECTION 4. DECISION MAKING

Based on the tasks listed in Section 3, please indicate the level of decision-making and provide at least one example describing the degree of the decision.

- Decisions impact the employee's own work.
- Decisions typically affect a work unit (department, division, area).
- Decisions directly impact on other persons and or functions with a unit of the department.
- Decisions directly affect the operations and or staff of a major department of the division/area. This applies only to management/supervisory employees.
- Decisions involve policy issues and the establishment of policy on a department-wide basis. This applies only to Directors or above.
- Decisions directly impact the overall goals and direction of the college. This applies only to Vice Presidents or above.

Type your response here.

SECTION 5. SUPERVISION RECEIVED

Based on the tasks listed in Section 3, please indicate the level of supervision received and provide at least one example describing the change.

- Work is normally performed under close supervision.
- Work is carried out under general supervision. Incumbents at this level are expected to perform the routine duties of their positions independent of ongoing supervision.
- Work is performed in accordance with broad guidelines and procedures. Incumbents at this level are expected to exercise continuous judgment and discretion in the application and interpretation of established practices and procedures and other guidelines governing their work. This typically applies to lead classes.
- Work is carried out under general direction in accordance with goals and objectives established by Directors or above.
- Work is carried out under broad direction in line with the overall objectives of the department. Typically applies to major department head classes.
- Work is carried out under the goals of the total organization and is subject to few constraints. Incumbents at this level are responsible for establishing the goals and objectives of the overall organization.

Type your response here.

2. How frequently is the majority of your work reviewed? (i.e., daily, during each assignment, after each assignment, weekly, etc.).

Type your response here.

3. How are your work priorities set? (By your supervisor, yourself, standard procedures, etc.).

Type your response here.

4. What types of guidance are used to aid you in the performance of your duties? (Manuals, departmental procedures, established practices, regulations, etc.). Please explain.

Type your response here.

SECTION 6. LEAD AND SUPERVISORY RESPONSIBILITIES

Please check the box that best describes your current position and provide the information requested in the space provided for the box checked. Check **only one box** in this section.

- Not applicable.
- I am assigned to provide technical direction to other employees, contractors, and/or consultants (i.e., show employees how to perform certain tasks, answer questions, review work, etc.) who are performing duties similar to my own.
NOTE: This kind of direction is generally provided by senior employees to less experienced employees. **Please list those positions for which you provide technical direction and indicate how often (i.e., daily, for special projects/assignments, occasionally as needed).**
- I am designated as a lead worker. Providing lead direction to lower level positions is a primary work assignment in your position. This level of supervision includes performing the same or similar tasks as the employees to whom I provide guidance (i.e., assigning, reviewing, and coordinating their work).
Please list those positions for which you are a designated lead worker.)
- I am in a designated supervisory position. Supervision is the primary function of my job. **Please list those positions and number of employees in each job that you directly supervise.**

- I supervise, subordinate supervisory staff. I am a second level supervisor or higher. **Please list the positions and the number of individuals to whom direct supervision is provided.**

SECTION 7. CONTACTS WITH OTHERS

List by category those persons with whom you typically have job-related contact (i.e., co-workers, other department personnel, patients, clients, contractors, vendors, other districts/agencies, etc.). Then briefly state the purpose of the contacts." For example, if you are a Building and Grounds Maintenance Supervisor, contacts may include "co-workers", "security personnel", "trades personnel", etc.

Type your response here.

SECTION 8. FREQUENCY OF VERBAL CONTACTS WITH OTHERS

Check **only one** of the categories below best reflects the percentage of your time on average that is spent in work-related contact with others. For this question, contact refers only to that time when you are in actual face-to-face or telephone /e-mail conversations with others (co-workers, clients, the public, etc.). **NOTE: percentages claimed in sections 8, 9, and 10 together cannot exceed 100%.**

- Up to 25% or about 1/4 of your time
- 26% to 40% or about 1/3 of your time
- 41% to 60% or about 1/2 of your time
- 61% to 75% or about 2/3 of your time
- 76% to 100% or the majority of your time

SECTION 9. PHYSICAL EFFORT

Based on the tasks listed in Section 3, list which job duties require physical effort. Please list the task number that you listed in Section 3. In the Job Duty column, please indicate the type of physical effort used in performing the task. Indicate the percentage of your work-time devoted to each of these duties.

	JOB DUTY	% OF TIME

SECTION 10. VISUAL EFFORT

Based on the tasks listed in Section 3, list which job duties require visual effort. In the Job Duty column, please indicate the type of visual effort used in performing the task. Indicate the percentage of your work-time devoted to each of these duties.

	JOB DUTY	% OF TIME

SECTION 11. WORKING CONDITIONS

Working conditions refer to the climate/environment in which you do your job, (i.e., exposure to dirt, fumes, extreme temperatures, intense noise, and poor lighting), AND/OR to the unavoidable hazards/risks associated with your job (i.e., toxic exposure, physical attacks, disease, and injuries).

Based on the tasks listed in Section 3, describe any adverse climate/environment conditions and indicate the percentage of time that you are working under each of the conditions listed.

	ADVERSE CLIMATE/ENVIRONMENT	% OF TIME

Based on the tasks listed in Section 3, describe any unavoidable hazards/risks (i.e., toxic exposure, physical attacks, disease, etc.) and indicate the percentage of time that you are working under each of the hazards/risks listed.

	UNAVOIDABLE HAZARDS/RISKS	% OF TIME

SECTION 12. ADDITIONAL COMMENTS

Please add anything that you believe will assist us in understanding your job and **please retain a copy of your completed form.**

Type your response here.



Please use additional sheet if you need more space to write comments.

Employee

Signature: _____ Date: _____

SUPERVISOR REVIEW

After reviewing this form with your supervisor (optional), submit the form to Human Resources by the deadline. After Human Resources has received the form, a copy will be forwarded to your supervisor. The supervisor is to provide written comments either agreeing or disagreeing. The supervisor submits the form to Human Resources by their deadline. Human Resources will return a copy of the form with the supervisor's comments to the employee.

Note: Whether the Supervisor agrees or disagrees, the form is to be forwarded to Human Resources.

Supervisor Comments:

Agree

Disagree

Type your response here.

Please use additional sheet if you need more room to write comments.

SUPERVISOR SIGNATURE: _____ DATE: _____

HR Official Use Only

Name of Employee: _____

Date received from employee: _ Time received: _____

Date received from supervisor: _ Time received: _____

Copy sent to Union President on: _____

Received after deadline: ____ Yes ____ No (if yes, by) Employee _____ Supervisor _____

HR Comments: _____

HR Official Initial: _____



**Office of Human Resources & Employee Relations
Antelope Valley College Federation of Classified Employees**

HOLIDAY SCHEDULE

HOLIDAYS:	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
New Year's Holiday	Jan 1	Jan 1	Obs. in 2021	Jan 2
Martin Luther King	Jan 20	Jan. 18	Jan 17	Jan 16
Lincoln's Day	Feb 14	Feb 12	Feb 18	Feb 17
Washington's Day	Feb 17	Feb 15	Feb 21	Feb 20
Memorial Day	May 25	May 31	May 30	May 29
Independence Day	July 3	July 5	July 4	July 4
Labor Day	Sep 7	Sep 6	Sep 5	
Veteran's Day	Nov 11	Nov 11	Nov 11	
Thanksgiving	Nov 26	Nov 25	Nov 24	
Administrative Day	Nov 27	Nov 26	Nov 25	
Administrative Day	Dec 24	Dec 23	Dec 23	
Christmas	Dec 25	Dec 24	Dec 26	
Administrative Days	Dec 28-31	Dec 27-30	Dec 27-30	
2022 New Year's Holiday		Dec 31		

Revised: 4-20-20

Revised 1-15-21

WEINGARTEN RIGHTS: THE RIGHT TO REPRESENTATION

According to the U.S. Supreme Court, without union representation, you **do** have a right to representation if you are summoned into an investigatory meeting by your supervisors regarding possible disciplinary action.

Once you have union representation, you are covered by the Weingarten Rights. If you are summoned by an administrator to an investigatory meeting that you **believe** might possibly result in disciplinary action against you, you have a legal right to union representation (**Weingarten Rights**). **It is important to remember that you must make the request for representation.**

The employer is not required to inform you about your right to have someone with you at the meeting unless your collective bargaining agreement has a provision that requires employer to notify you of your right to have representation.

Steps to invoke your Weingarten Rights:

1. When called into a meeting, always ask the administrator about the purpose of the meeting. If **you believe** that it is an investigatory meeting that could lead to disciplinary action against you, ask for union representation (**Weingarten Rights**). The meeting should not be held until you can reasonably arrange to have representation at the meeting.
2. If you are in a meeting with an administrator(s), you have a right to union representation at any point during the meeting when **you believe** that the matters being discussed are investigatory in nature and might lead to disciplinary action against you. The meeting should be suspended until you have reasonable time to arrange for union representation.

The employer can do one of three things: (i) delay the investigation until you get a union representative (though not necessarily the exact representative that you want if another one is more readily available), (ii) deny your request and announce disciplinary action without conducting the meeting, or (iii) deny your request for union representation (see next point).

3. If the administrator refuses to grant your request for union representation, do not walk out of the meeting as that might be grounds for a charge of insubordination. Ask why the employer is refusing your request for a representative. **Listen but say as little possible.** If a question is directed at you, repeat you request for union representation. Contact your union representative immediately after the meeting.

Use the Weingarten Statement below to invoke you right to union representation.

Weingarten Rights Statement

“If this discussion could lead in any way to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that a union representative be present at the meeting. Without representation, I choose not to answer any questions.”

Weingarten Rights

Regardless of whether criminal charges for the employee's off-duty conduct have been filed or not, when the employer requires the employee to attend a disciplinary meeting, the employee must assert his Weingarten Rights. *See*, the 1992 Legal Update for a "Request for Legal Representation Card."

UNION REPRESENTATION REQUEST (Formerly Weingarten Rights)

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my Association representative be present at the meeting. Without representation, I choose not to answer any questions.

(Above is what is printed on the handout cards.)

Weingarten rights are triggered when an employer seeks to question an employee regarding the employee's alleged wrongful conduct. If the employee reasonably believes that the questioning or investigation may result in discipline, the employee must assert their desire to have a knowledgeable union representative present. This is an assertion to exercise one's "Weingarten Rights."

When the employee makes this assertion for knowledgeable union representation, the employer can 1) halt the questioning until the representative arrives, 2) call off the questioning and reschedule, or 3) ask the employee to waive his Weingarten rights (note to self: never assist in your own arrest!)

Under the NLRA, the following rules have been established regarding Weingarten representation:

- 1) The employer must inform the representative of the nature of the investigation;
- 2) The representative must be allowed to take the employee aside for a pre-interview conference;
- 3) During the interview the representative cannot argue with the employer, but can interrupt to clarify a question or object to confusing or intimidating tactics;

The representative can give the employee advice on how to answer the questions; and
- 4) The representative can add information at the end of the interview in support of the employee.

NOTICE OF ABSENCE/REQUEST FOR LEAVE FORM

NOTICE OF ABSENCE/REQUEST FOR LEAVE

EMERGENCY

CALL-INS

PRE-APPROVED

TYPE OF LEAVE: Vacation Personal Necessity Bereavement
(please check one) Sick/Illness Personal Business *(free day)* Relationship of Deceased: _____
 Non-Paid* Comp Time Used City/State: _____
 Military* Worker's Comp ** Other: _____
 Jury Duty* *(approved injury claims only)*** *requires documentation/approval

NAME: _____ **DEPT:** _____

Administrator Classified Confidential Mgt

DURATION OF ABSENCE: *(all employees should fill out)*

Date(s): _____

Hours Per Day: _____

TOTAL DAYS: _____ **TOTAL HOURS:** _____

EXPLANATION *(if necessary):* _____

Employee Signature

Supervisor's Review/Approval

Date

Date

Call-In notification received by: _____

Date: _____

Original - Forward to Human Resources Copy - Originating Department Last updated: 8/2019

PRE-APPROVED INSTRUCTIONS

This box should be checked when the absence is planned. The employee requesting time off should complete all relevant information, sign and date the form, forward to his/her supervisor for approval, and then forward the original to Human Resources and a copy retained by the originating department. This form should be completed and forwarded immediately upon receiving approval.

CALL-IN ABSENCE INSTRUCTIONS

Absences should be reported within 30 minutes of the start of the employee's shift or scheduled class and no later than 30 minutes after the start of the shift or scheduled class, and must include the type of leave and the anticipated length of the absence. The person who receives the call should record all pertinent information on the form, sign and date where "Call-In notification received by" is indicated, forward the completed form to the employee and supervisor for signature, and then send the original to Human Resources and a copy retained by the originating department. This form should be completed and forwarded immediately after receiving any call-in. Supervisors should report any absences exceeding three (3) days to the Human Resources Office. The Human Resources Office will contact the employee to discuss options for extended leaves for absences exceeding three (3) days.

EMERGENCY INSTRUCTIONS

This box should be checked when the absence is unplanned (i.e., left work due to illness, family emergency, etc.). The employee should complete all relevant information, sign and date, forward to his/her supervisor for review, and then forward the original to Human Resources and a copy retained by the originating department. This form should be completed and forwarded prior to absence. If prior completion is not possible, it should be completed immediately upon return to work.

DESCRIPTION OF LEAVES

PERSONAL NECESSITY LEAVE

Staff members may use a maximum of six days (faculty/administrators) and seven days (classified/confidential/management/supervisory) in any school year, with full remuneration, for reasons of personal necessity. Such leave shall be charged to accumulated sick leave. Said leave is non-accumulative.

Staff members may take (2) additional calendar days per year for personal business that shall not be deducted from sick leave or salary. This day may be used any time, but may not be split. The personal business box shall be checked to reflect when this additional day is being used.

BEREAVEMENT LEAVE

Every unit member shall be granted a leave of absence not to exceed three days with an additional two days when one-way travel of more than 300 miles is required to attend services, because of the death of any member of his/her immediate family. Member(s) of the immediate family means the mother, father, grandmother, grandfather or grandchildren of the unit member or of the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister, of the unit member, or any relative living in the immediate household of the unit member.

VACATION LEAVE

Faculty, Administrator, and CMS

Staff members may not accumulate more than two years allocation of vacation days (44 days). Staff members who have accumulated more than 44 vacation days will be entitled to use their 22 days vacation per year; however, any of those 22 days from the previous year not used by August 31st, will not be accumulated and carried over to the following year. Staff members exceeding the maximum shall each year strive to schedule vacation to include at least 10% of the excess days in order to be in compliance with this policy as soon as is reasonably possible.

Classified

Vacation leave may be accrued by staff members to the limit of the number of days which represents the equivalent of earned vacation for a period of two (2) years. (Maximum earned vacation time allowed would be 44 days for a 20-year unit member.)

A review of unit member's vacation accrual will occur on June 30 of each year. Any unit member who has accumulated vacation days in excess of the 2-year maximum allocation will have his/her vacation balance reviewed on a monthly basis and will not receive an allocation until his/her cap has been reached. At that time, the days will be allocated through the remainder of the year.

EXTENDED LEAVES

In order to assure timely pay schedules, all extended leaves (in excess of three (3) days) should be directed to Human Resources. The Human Resources Office will inform you of your options and provide the Payroll Department with the appropriate paperwork to ensure timely compensation.

NON-PAID LEAVES

All requests for non-paid extended leaves will require the approval of Human Resources and the Board of Trustees.

If you have questions on how to fill out this form, please contact Human Resources at x6311.

INSTRUCTIONS FOR COMPLETING PERFORMANCE APPRAISALS

The employee performance appraisal is designed to encourage constructive communications between employees and supervisors regarding job performance.

General

Detailed guidelines for evaluating performance have been issued to all departments in the publication, *A Supervisor's Guide to the Staff Performance Appraisal Program*. Before completing a *Classified Staff Performance Appraisal*, a thorough review of the factors and ratings described in that publication is recommended. Additional copies of the publication are available from Human Resources.

Completing The Evaluation Appraisal

All appraisals are to be completed between April 1 and May 31 of each year. Final markings and comments on the appraisal should be in ink or typewritten. Additional pages may be used if more space is needed for narrative comments. The evaluation is to be discussed in a private interview with the employee. Any changes in the evaluation which may be made during the interview should be initialed by the employee. All attachments must be signed by the employee and evaluator.

Employees are to be evaluated in conjunction with the *Essential Functions* of their respective job description. Always read the *Essential Functions* of the employees job description prior to beginning this process

Explanation Of The Form

1. REPORT HEADING

Self-explanatory. Complete all items.

2. RATINGS

Each factor listed in this section must be checked (X) in an appropriate column. The *Suggested Standards of Performance* are only guides. The weight given each item is determined by the value of that item to each classification. Once the values are determined, they should be uniformly used for all employees in that classification.

The rating scale is defined as follows:

Excellent Work performance is consistently superior to the standards required for the job.

Above Standard Work performance is consistently above the standard of performance for the position.

Standard Work performance consistently meets the standards of performance for the position.

Improvement Needed Work performance does not consistently meet the standards of performance for the position. Serious effort is needed to improve performance.

Unsatisfactory Work performance is inadequate and inferior to the standards of performance required for the position. Performance at this level cannot be allowed to continue.

Each rating other than *Standard* (below or above) requires an explanation in the *Comments* box beside the category. Each rating *below Standard* must be based on issues discussed with the employee prior to the evaluation, supported by a statement of facts in the *Comments* box, and accompanied by a separate *Development Plan*. The supervisor should include information on staff member's overall performance highlighting (1) areas of strength; (2) areas for further development; (3) areas for improvements; and (4) areas where unique or extraordinary factors contribute to the evaluation.

3. DEVELOPMENT PLANS

- Staff Development Plan (This section is optional.)
Recommend development activities for training, education, and skill upgrading.
- Development Plans (Based on improvement needs.)
Record a detailed *Development Plan* based on improvement needs. A separate *Development Plan* is required for each *below Standard* rating.

4. REQUIRED SIGNATURES

- The supervisor (evaluator) must sign and date this section, as well as any attachments to the report.
- The employee must sign and date the performance appraisal and any attachments to the report. The employee's signature does not necessarily mean that they agree with all the ratings. If the employee prefers not to sign the report for any reason, the evaluator should so indicate this with a brief comment, such as "Employee elected not to sign."
- The immediate supervisor of the evaluator is the last person to sign the performance appraisal prior to submission to Human Resources.

5. RIGHT TO RESPOND

Ensure that the statement protecting the employee's right to respond to the ratings has been read and understood. Instruct the employee to place a check-mark indicating their agreement or disagreement with the evaluation. The employee may submit a response to the rating within 10 working days which will be attached to the performance appraisal and placed in their personnel file.

CLASSIFIED STAFF PERFORMANCE APPRAISAL



CLASSIFIED STAFF PERFORMANCE APPRAISAL

Last Name		First Name	Date
Class Title		Department	
Length of time you have supervised employee	For probationary employee appraisal: Do you recommend that this employee be retained?		
Years	Months	Yes <input type="checkbox"/>	No <input type="checkbox"/>

- 3-Month Probation
- 6-Month Probation
- 9-Month Probation
- Annual Appraisal

Instructions							
<table style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">Excellent</td></tr> <tr><td style="text-align: center;">Above Standard</td></tr> <tr><td style="text-align: center;">Standard</td></tr> <tr><td style="text-align: center;">Improvement Needed</td></tr> <tr><td style="text-align: center;">Unsatisfactory</td></tr> </table>	Excellent	Above Standard	Standard	Improvement Needed	Unsatisfactory	<p>Instructions</p> <ul style="list-style-type: none"> An employee is to be evaluated in conjunction with the essential functions of his/her respective job description. Read the essential functions prior to beginning this process. Read the suggested standards of performance and check the appropriate box indicating the employee's performance for the standards that apply. Use the comment box next to the standard to explain your rating. <ul style="list-style-type: none"> All ratings above "Standard" must be supported by a statement of facts. All ratings below "Standard" must be discussed with the employee prior to the evaluation and supported by a statement of facts. Comments of special commendation should also be made. 	
Excellent							
Above Standard							
Standard							
Improvement Needed							
Unsatisfactory							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>1. Knowledge of Work</p> <p><i>Suggested Standards of Performance</i></p> <ul style="list-style-type: none"> Comprehends mission of department and college. Demonstrates understanding of all job duties. Applies skills and knowledge of all job duties.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>2. Quality of Work</p> <p><i>Suggested Standards of Performance</i></p> <ul style="list-style-type: none"> Work is consistently thorough. Produces quality work and shows care in its preparation. Work is accurate, neat and presentable.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>3. Productivity</p> <p><i>Suggested Standards of Performance</i></p> <ul style="list-style-type: none"> Resourceful. Appropriate volume of work. Prioritizes work appropriately.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>4. Dependability</p> <p><i>Suggested Standards of Performance</i></p> <ul style="list-style-type: none"> Prompt and regular in attendance. Ready to begin duties at the assigned hour. Meets expectations regarding meal and break periods.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>5. Communication Skills</p> <p><i>Suggested Standards of Performance</i></p> <ul style="list-style-type: none"> Speaks effectively and clearly. Writes in a clear, well-organized manner. Listens carefully and follows instructions.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>6. Initiative</p> <p><i>Suggested Standards of Performance</i></p> <ul style="list-style-type: none"> Identifies issues & initiates solutions when possible. Learns new routines and assignments willingly.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>7. Interpersonal Relations</p> <p><i>Suggested Standards of Performance</i></p> <ul style="list-style-type: none"> Works well with students, fellow staff, supervisor and the public. Demonstrates sensitivity to diversity. Accepts direction.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>8. Professionalism</p> <p><i>Suggested Standards of Performance</i></p> <ul style="list-style-type: none"> Respects and maintains confidentiality. Exhibits honesty and integrity. Is cooperative, polite and tactful.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>9. Safety Practices</p> <p><i>Suggested Standards of Performance</i></p> <ul style="list-style-type: none"> Operates & cares for equipment in a safe manner. Observes and adheres to applicable safety practices. Reports unsafe conditions.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

AVC esp.v2.05.09.07 electronic expandable

Staff Development Plan (optional)		
Staff Development Recommendations		
Development Plan/Approach		
Results Timeline		
Development Plan 1: Based on improvement needs. (A separate plan is required for each rating below Standard.)		
Development Need		
Development Plan/Approach		
Results Timeline		
Development Plan 2: Based on improvement needs. (A separate plan is required for each rating below Standard.)		
Development Need		
Development Plan/Approach		
Results Timeline		

See page 3 for additional plans.

Signatures		
Supervisor's (Evaluator) Signature	Title	Date
This report has been discussed with me. Signing this form does not necessarily mean that I agree with all the ratings. I understand that I have the right to submit a response to my rating within 10 working days. This response is to be attached to my evaluation and placed in my personnel file.		
Employee's Signature	<input type="checkbox"/> I agree with the evaluation. <input type="checkbox"/> I disagree with the evaluation and may respond.	Date
Immediate Supervisor of Evaluator's Signature	Title	Date

AVC.aspx.v2.05.09.07.electronic.expendable

Development Plan 3: Based on improvement needs. (A separate plan is required for each rating below <i>Standard</i>.)	
Development Need	
Development Plan/Approach	
Results Timeline	
Development Plan 4: Based on improvement needs. (A separate plan is required for each rating below <i>Standard</i>.)	
Development Need	
Development Plan/Approach	
Results Timeline	
Development Plan 5: Based on improvement needs. (A separate plan is required for each rating below <i>Standard</i>.)	
Development Need	
Development Plan/Approach	
Results Timeline	
Development Plan 6: Based on improvement needs. (A separate plan is required for each rating below <i>Standard</i>.)	
Development Need	
Development Plan/Approach	
Results Timeline	

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CLASSIFIED TRANSFER REQUEST FORM

CLASSIFIED TRANSFER REQUEST FORM

INSTRUCTIONS: Clearly print or type all information requested below and forward completed form to the Office of Human Resources and Employee Relations. A permanent full or part-time employee may request a transfer within the same job classification. (Article 6.3.1) Request must be submitted to the office of Human and Employee Relations office by the close of business on the deadline date listed on the in-house announcement.

Transfer requests are kept active for one calendar year from the date submitted. It is the responsibility of the employee to keep transfer requests current.

Personal Data

Name: _____ **Phone: Home:** (____) _____
Last First MI **Bus.:** (____) _____
Address: _____

Position

Current Position: _____ **Department:** _____ **Supervisor:** _____
Number of years in current position: _____ **Shift:** Day Swing Split Evening
May we contact your current supervisor? Yes No
If yes, please provide supervisors phone number: (____) _____
Position Desired: _____ **Department:** _____ **Supervisor:** _____
(From job announcement) **Shift:** Day Swing Split Evening

Special Qualifications/Education

Indicate special skills, abilities, experience (including operation of office machines, etc.) or any information that would be helpful in considering your request as it relates to this position. (attach additional page(s) if necessary)

Reason for transfer

Give a brief summary of why you are interested in this position.

Read carefully before signing

I certify that I am a permanent full or part-time employee. I understand that I must provide accurate information and must respond within 48 hours when contacted for a transfer opportunity.

Employee's Signature

Date

OFFICE OF HUMAN RESOURCES AND EMPLOYEE RELATIONS USE ONLY

DISPOSITION OF REQUEST

____ Approved

____ Denied

Reason: _____

Approving Supervisor's Signature

Superintendent/President Signature



ANTELOPE VALLEY COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES

GRIEVANCE FORM

Name:
Position
Title:
Immediate Supervisor:
Department:

The reason for this grievance is as follows:

Informally discussed this grievance with supervisor on:

The supervisor's response was as follows:

The AVCFCE believes this response was incorrect for the following reason(s):

The AVCFCE believes the appropriate resolution of this grievance would be:

Witnesses who can confirm these statements are:

Date

Employee Representative Signature

See next page for Formal Grievance Process
dates. OHR011

**ANTELOPE VALLEY COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES
GRIEVANCE FORM (Cont.)**

Formal (written) Grievance:

Level 1:	_____	_____
	Date	Immediate Supervisor
Level 2:	_____	_____
	Date	Vice President
Level 3:	_____	_____
	Date	Superintendent/President
Level 4:	_____	_____
	Date	Board of Trustees

Basic Terms of Collective Bargaining

Agency fee– A provision that some states allowing bargained contracts requiring nonunion members to pay their bargaining agent an amount equal to or slightly less than union dues.

Arbitration– A form of impasse resolution in which an impartial third-party rules in favor of the board or your bargaining agent either on specific issues or on each side’s complete package of proposals; in some cases, arbitration may produce a compromise package.

Bargaining Team– The group of union members that is chosen to represent unit members bargaining agent in contract negotiations.

Collective Bargaining Agreement– The contract between the employer and the union, fixing conditions of employment for a period of time.

Dues Paying Member– Employees paying union dues with exclusive rights to bargaining.

Duty of Fair Representation– An employee who files a grievance or an employee for whom the union files a grievance.

Exclusive Bargaining Agent– The organization chosen by your unit to be your sole representative for contract negotiations with the District.

Fact-finding– A form of impasse resolution in which a third party reviews each sides supporting evidence and then issues an advisory opinion in favor of either side’s proposal.

Impasse Resolution– Any one of several methods used to end a stalemate in contract negotiations, including arbitration mediation and fact-finding.

Local– Your local union that is affiliate with the AFT/CFT while maintaining full autonomy.

Mandatory Subjects of Bargaining– A practice pertaining to wages, hours, terms, or conditions of employment that must be bargained prior to being adopted or changed

Mediation– A form of impasse resolution in which a third party attempts to bring both sides to an agreement through compromise.

Ratification – The formal approval of a proposed contract by union members voting by secret ballot.

Request for Assistance Form – A form filled out by an employee, authorizing a union to represent that employee for the purposes of collective bargaining.

Tentative Agreement– The final form of a proposed contract that is presented to members by their bargaining agent for a vote.

Unit Member– All employees in a bargaining unit whether dues paying or not.

Weingarten Right– The right of an employee to request union assistance if called into a mandatory meeting by their supervisor and employee has the right to:

- 1) Ask what the meeting is about;
- 2) Have a union representative present if the employee believes that it may lead to disciplinary action;
- 3) Refuse to answer accusations if they believe it may lead to a disciplinary action if your union representative is not present.

**Antelope Valley Community College District
and
Antelope Valley College Federation of Teachers and Classified Employees**

**Tentative Agreement (TA) regarding Salary and Benefits for the years
2015-16, 2016-17, and 2017-18
March 2016**

The parties agree to the following:

For the 2015-16 School Year:

- Retroactive to July 1, 2015, 2% will be added to the classified and faculty salary schedules. The increase will apply to all classified and faculty salaries.
- Retroactive to July 1, 2015 Classified and faculty employees will receive a one-time, off-schedule stipend equivalent to 2% of the classified individual salaries and 2% of faculty base salaries.
- Retroactive to July 1, 2015, the employee health benefit cap will be increased from \$13,385.10 to \$14,000 per year and will remain \$14000 per year unless otherwise negotiated.
- Retroactive to July 1, 2015, qualified current and future retirees who meet all qualifications will have a benefit cap of \$15,200 limited by the conditions identified below.

For the 2016-17 School Year:

- Retroactive to July 1, 2015, 2% will be added to the classified and faculty salary schedules. The increase will apply to all classified and faculty salaries.
- If the State identified, fully-funded COLA is greater than 2%, the parties agree to meet and negotiate regarding salaries.
- Classified and faculty employees will receive a one-time, off-schedule stipend equivalent to 2% of the classified individual salaries and 2% of faculty base salaries.
- During the spring 2017 semester, when the cost of benefits for the 2017-18 school year is provided to the District, a comparison of cost will be conducted. If the total cost of any of the plans, established for the 2015-16 school year has increased by 4% or more, the parties agree to meet and negotiate the employee benefit cap. Any change in the benefit cap would be applied during the 2017-18 benefit cycle.

For the 2017-18 School Year:

- A percentage, equivalent to the State identified fully-funded COLA, up to 2%, will be added to the classified and faculty salary schedules. The increase will apply to all classified and faculty salaries.
- If the State identified, fully-funded COLA is greater than 2%, the parties agree to meet and negotiate regarding salaries.

Retiree Health Benefit Cap Conditions

- This benefit of \$15,200 applies only to current retirees and those who retire during the term of this TA who meet the eligibility requirements as described in the respective bargaining agreements for classified and faculty employees. Retiree +1 and retiree + family will pay the retiree rate or the active employee rate whichever is less.

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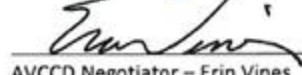
- This benefit expires when the retiree turns 65 years old as set out in the collective bargaining agreement.
- Beginning July 1, 2018, the retiree health benefit cap will return to the same level of funding as the regular District Cap for current District employees.
- If a retiree chooses to change his/her plan to a more expensive plan, the District will only cover the cost of the plan the retiree was on at the time of retirement. Any increase in cost due to the change in plans is born by the retiree.

- A retiree may choose to change his/her plan during the regular enrollment period as long as there is no increase in cost to the District.

The District only pays for the actual cost of the chosen plan, up to a maximum of \$15,200 for the year. There is no money paid directly to the employee if their chosen plan costs less than the cap.

Future Negotiations

With the exception of the previously identified triggers, the District and Unions agree to suspend further negotiations until January, 2018. To meet the January, 2018, schedule the parties agree to sunshine their respective items during the fall semester, 2017 with the expectation to start negotiations in January, 2018. This closes the classified and faculty contract through June 30, 2018.

 AVC President Ed Knudson	<u>4/15/2016</u> Date
 AVCFT President Susan Lowry	<u>3/24/16</u> Date
 AVCFCE President/Negotiator Pamela Ford	<u>3/24/16</u> Date
 AVCFT Negotiator – Justin Shores	<u>3/24/16</u> Date
 AVCCD Negotiator – Mark A. Bryant	<u>3/24/16</u> Date
 AVCCD Negotiator – Erin Vines	<u>3/28/16</u> Date

