OHZONE COMMUNITY COLLEGE DISTRICT
AGREEMENT

The Ohlone Community College District and
The California School Employees Association
Ohlone College Chapter No. 490
For the Office Technical & Business Service Unit

July 1, 2011 through June 30, 2014
# Table of Contents

ARTICLE 1 – RECOGNITION ........................................................................................................... 4
ARTICLE 2 – TERM OF AGREEMENT ........................................................................................... 4
ARTICLE 3 – PAST PRACTICES .................................................................................................... 5
ARTICLE 4 – NEW WAYS TO WORK ............................................................................................ 5
ARTICLE 5 – CONTRACTING OUT WORK .................................................................................... 5
ARTICLE 6 – ORGANIZATIONAL RIGHTS ..................................................................................... 6
ARTICLE 7 – DISTRICT RIGHTS ................................................................................................ 7 – 8
ARTICLE 8 – MAINTENANCE OF OPERATIONS ......................................................................... 9
ARTICLE 9 – PAY ALLOWANCES ............................................................................................... 10 – 11
ARTICLE 10 – PAYROLL DEDUCTIONS ...................................................................................... 12
ARTICLE 11 – HEALTH AND WELFARE .................................................................................... 13 – 14
ARTICLE 12 – HOURS AND OVERTIME ...................................................................................... 15 – 17
ARTICLE 13 – VACATION ............................................................................................................ 18
ARTICLE 14 – HOLIDAYS ............................................................................................................ 19
ARTICLE 15 – GRIEVANCES ...................................................................................................... 20 – 22

LEAVES ........................................................................................................................................ 23 – 29
ARTICLE 16 – GENERAL LEAVES .............................................................................................. 23
ARTICLE 17 – PERSONAL NECESSITY LEAVE ................................................................. 23
ARTICLE 18 – PERSONAL BUSINESS LEAVE ........................................................................... 23
ARTICLE 19 – LEAVES FOR ILLNESS OR INJURY ................................................................. 24
ARTICLE 20 – PREGNANCY LEAVE .......................................................................................... 25
ARTICLE 21 – FAMILY AND MEDICAL CARE LEAVE ......................................................... 25
ARTICLE 22 – INDUSTRIAL ACCIDENT AND ILLNESS LEAVE ............................................ 26
ARTICLE 23 – EXTENDED LEAVE FOR ILLNESS OR INJURY .................................................. 27
ARTICLE 24 – BEREAVEMENT LEAVE ...................................................................................... 28
ARTICLE 25 – JURY DUTY ........................................................................................................... 28
ARTICLE 26 – LEAVE OF ABSENCE FOR RETRAINING AND STUDY … 29

ARTICLE 27 – PROFESSIONAL GROWTH AND DEVELOPMENT .......................... 30

ARTICLE 28 – EVALUATION PROCEDURES .................................................... 31

ARTICLE 29 – DISCIPLINE ............................................................................. 32 – 35

ARTICLE 30 – PROMOTION ........................................................................... 36 – 37

ARTICLE 31 – TRANSFER ............................................................................. 38

ARTICLE 32 – LAYOFFS .............................................................................. 39 – 40

ARTICLE 33 – SAFETY .................................................................................. 41

ARTICLE 34 – EFFECT OF AGREEMENT ....................................................... 41

APPENDICES
ARTICLE 1
RECOGNITION

1.1 This Agreement is made and entered into this, 1st day of July 2011, by and between the Ohlone Community College District (hereinafter referred to as the “District”) and California School Employees Association and its Ohlone Chapter #490 (hereinafter referred to as “CSEA”, or the “Union”). The District confirms its recognition of CSEA as the exclusive representative for a unit of employees which includes, positions described in Appendix A. The unit excludes management, confidential, and supervisory positions.

1.2 New Job Descriptions or Changes to Existing Job Descriptions

1.2.1 The District shall provide written notice to the President of CSEA of any proposed new job descriptions or changes to existing job descriptions, prior to taking any other action.

1.2.2 The District shall meet with CSEA within ten working days to negotiate effects.

1.2.3 Prior to implementing any new job descriptions or changes to existing job descriptions, the District agrees to schedule and provide release time to CSEA to meet a minimum of three times within 30 days, unless otherwise mutually agreed.

1.2.4 A quorum of the CSEA negotiation team must be present.

ARTICLE 2
TERMS OF AGREEMENT

2.1 This Agreement shall remain in full force and effect up to and including June 30, 2014, and thereafter shall continue in effect year by year unless one of the parties notifies the other, in writing, no later than March 1, of its request to modify, amend or terminate the Agreement for the succeeding year.

2.2 This Agreement shall be effective July 1, 2011, after ratification by the members of the bargaining unit and the approval by the Board of Trustees, and shall remain in full force and effect without change, addition or amendment from that date to June 30, 2014, except as otherwise provided in this Article.

2.3 The parties agree that during the term of this Agreement there shall be reopener negotiations regarding Pay and Allowances (Article 9) and Health and Welfare Benefits (Article 11).

2.4 By written mutual consent of both parties, any provisions of the Agreement may be renegotiated at any time.
ARTICLE 3
PAST PRACTICES

3.1 Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any unit member rights or privileges other than those expressly stated herein.

3.2 Parties agree that past practices, standards, obligations and commitments of the Board to its employees relating to this contract are rejected mutually as a condition of entering into this Agreement, except as they are expressly stated herein.

ARTICLE 4
NEW WAYS TO WORK

4.1 The parties shall establish a joint committee to develop a plan to (A) consolidate job classifications and (B) implement flexible work schedules. CSEA shall appoint five unit members to the committee. The District shall appoint up to five representatives of the administration to the committee. In addition, each party may involve a professional consultant. The Associate Vice President of Human Resources and Training shall serve as the chair of the committee and provide staff support.

4.2 The Committee shall have no authority to bind the parties to any matter within the scope of negotiation. The Committee shall make recommendations to the CSEA and District negotiating teams. The parties shall then meet and negotiate concerning the recommendations.

4.3 Non-substantive changes to the Agreement such as dates, titles, spelling, and syntax shall be made.

ARTICLE 5
CONTRACTING OUT WORK

5.1 The District agrees not to contract out work except as permitted pursuant to the Education Code as it exists on the ratification date of this agreement.
ARTICLE 6
ORGANIZATIONAL RIGHTS

6.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

6.1.1 The right to access to areas in which unit members work so long as organization representatives do not interfere with the work performance of any unit member. The representatives shall obtain permission from the supervisor prior to gaining access to the work area and shall identify themselves. Supervisors shall not schedule work time for access to unit members but shall make it possible for representatives to talk to unit members during work breaks, meal breaks, or before and after work hours.

6.1.2 The right to use bulletin boards designated for their use in appropriate places located in on-campus and off-campus facilities. All items to be posted shall bear the date of posting and shall be removed by CSEA within a reasonable amount of time. Bulletins posted shall specify that it is officially authorized by CSEA.

6.1.3 The right to use District mailboxes. Communications placed in staff mailboxes shall state that it is officially authorized by CSEA. CSEA shall not use District postage machines.

6.1.4 The right to use District facilities to conduct Chapter meetings and related activities. The scheduling and use of such facilities shall be in accordance with District policy.

6.1.5 The right to use District telephones for local calls only. No long distance or other charges shall be billed to the District.

6.1.6 The right for CSEA representatives to review unit member’s personnel file or pay record when accompanied by the unit member or upon presentation of a written authorization signed by the unit member.

6.1.7 The right to be supplied with a roster of all unit members in the bargaining unit showing “hire date,” present classification and primary job site. The roster shall be updated annually and forwarded to a designated CSEA representative by November 1. CSEA does not waive its right to demand this information at other times as necessary.

6.2 CSEA reserves the right to negotiate hours, wages, and all other conditions of employment as specified under the provisions of the EERA law when the contract is open for bargaining or when required by applicable law.
ARTICLE 7
DISTRICT RIGHTS

7.1 All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following not outlined by law:

7.1.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory and internal boundaries of all kinds, and advisory commissions and committees.

7.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement.

7.1.3 The acquisition, disposition, number, location types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work service and activity functions assigned to such properties.

7.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency, and standards of service, and the personnel facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services rendered and functions to be performed, including educational, support, construction, maintenance and repair services.

7.1.5 The utilization of personnel not covered by this Agreement and defined in Education Code Section 88003, to do work which is normally done by unit members covered hereby, and the methods of selection and assignment of such personnel.

7.1.6 The policies, procedures, objectives, goals and programs, including those relating to equipment and supplies, records, conduct, transportation, food services, racial and ethnic balance, extracurricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters, subject only to such consultation rights of the Association as are provided by law.

7.1.7 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District not limited by law or the clear and explicit limitation contained in this agreement; equal employment policies and programs; the assignment of unit members to any location and also to any facilities, classrooms, functions, activities, departments, tasks or equipment not limited by law or this agreement; and the determination as to whether, when and where there is a job opening.

7.1.8 The creation of, and/or to cover new functions in, job classifications.

7.1.9 The duties and standards of performance for all unit members; and whether any unit member adequately performs such duties and meets such standards.

7.1.9.1 The dates, times, and hours of operation of District facilities, functions, and activities, work schedules and academic calendar.

7.1.9.2 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.
7.1.9.3 The rules, regulations and policies for all unit members, students, and the public, subject only to law and/or clear and explicit limitations contained in this Agreement.

7.1.9.4 The retirement of unit members for age or disability.

7.1.9.5 The termination or layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by law and/or the clear and explicit language of this Agreement.

7.2 In addition to its statutory reserved rights, the District also retains within its sole discretion all rights and powers not expressly limited by law and/or the clear and explicit language of this Agreement, including, but not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:

7.2.1. The rates of pay for any classifications implemented during the term of this Agreement.

7.2.2. Security and safety measures and rules for unit members.

7.2.3. Staffing patterns.

7.3 All other rights of management not expressly limited by law and/or the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above. The provisions expressed by law and this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right.

7.4 Any dispute arising out of or in any way connected with either the existence of, or the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not expressly limited by law and/or the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such rights, is not subject to the grievance provisions set forth in Article 15.

7.5 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The definition of "emergency" shall be subject to the grievance procedures.
ARTICLE 8
MAINTENANCE OF OPERATIONS

8.1 CSEA agrees that for the term of this Agreement and until exhaustion of the impasse procedure to conclude a successor agreement, neither the Chapter, nor any person acting in its behalf, shall cause, authorize, engage in, encourage, or sanction: a work stoppage, slowdown, picketing (other than for informational purposes), sick-in, sympathy strike or strike by any euphemism whatsoever know, against the District, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment.

8.2 The District agrees it shall not, during the term of this Agreement, and until exhaustion of the impasse procedure to conclude a successor agreement, lockout any unit member in the bargaining unit.

8.3 A unit member shall not be entitled to any wages, vacation, sick leave, or compensatory time, while engaged in any activity prohibited in 8.1 of this Article.

8.4 The Chapter recognizes the duty and obligation of its representatives and members to comply with the provisions of this Agreement. In the event of any activity prohibited in 8.1 of this Article, the Chapter agrees to communicate and educate its members about the provisions of this Article.
ARTICLE 9
PAY ALLOWANCES

9.1 The parties have agreed that the salary schedule for 2008-09 will remain unchanged for fiscal years 2009-10, 2010-11, and 2011-12, and that the 2008-09 salary schedule will continue, notwithstanding any prior TAs, MOUs, or agreements.

9.1.1 Notwithstanding any other agreement, the parties agree to close the contract for fiscal years 2008-11 as one contract and close the contract for fiscal years 2011-2014 as a second contract with no reopeners on any issue except for reopeners on pay and benefits (Articles 9 and 11) as provided in Article 2. The first reopener on pay and benefits will begin in July 2013; a reopener on benefits will begin in fall 2012.

9.1.2 For any amount the District receives as COLA funds and is used for salaries, CSEA will receive the same percentage increase on the salary schedule as the percentage increase that any other bargaining unit receives on its salary schedule. This provision is expressly agreed to terminate and sunset in its entirety as of June 30, 2014, and will not continue in effect for future contracts, unless an express ratified agreement continues this in effect.

9.1.3 CSEA and the District agree to continue to meet and negotiate in good faith about compensation and other economic issues even when the contract is closed, upon the request of the other.

9.2 The District agrees to maintain step movement, on the salary schedule, for the life of the contract.

9.3 The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

9.4 The District agrees to give CSEA three (3) paid days in fiscal 2011-2012 and three (3) paid days in fiscal 2012-2013. These days are to be used before the end of each of the stated fiscal years. One of the days will be used to allow the unit member to remain off work for the entire winter holiday break (December 29, 2011 and December 28, 2012).

9.4.1 Beginning the 2013-2014 fiscal year going forward, the District will provide each unit member with two District-paid floating personal days each fiscal year to be used for any reason determined by the unit member; one day will be used during the winter holiday break. The unit member will need prior approval to use the remaining day. If the District-paid floating personal days are not used by June 30 (the end of the fiscal year), the days are forfeited and do not carry over to the next fiscal year. These personal days are not allowed to be cashed out and will not be charged to Vacation or Sick Leave.

9.5 Frequency: All unit members shall be paid once per month, payable on/or before the last working day of the month in which the unit member was in a paid status. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. Pay dates may vary in the months that conclude a semester.

9.6 The date of advancement to the next succeeding step of the salary schedule shall be determined by the annual anniversary date of employment by the District. If the unit member's annual anniversary date is between the first (1st) and the fifteenth (15th) of the month, the unit member will receive a step advance on the first (1st) of that month. If a unit member's annual anniversary date is between the sixteenth (16th) and the last day of the month, the unit member will receive a step advance on the first (1st) day of the following month.

9.7 A five percent (5%) longevity salary increase shall be granted to unit members commencing at the start of the tenth (10th) year of employment, at the start of the fifteenth (15th) year of employment, at the start of the twentieth (20th) year of employment, and at the start of the twenty-fifth (25th) year of employment with the District effective July 1, 2011.

9.8 When a unit member is promoted from a position in one classification to a position in a higher classification and, at the time of promotion, is receiving a salary equal to or greater than the minimum for the higher class, he/she shall be entitled to the step in the salary scale of the higher class next above the wage rate they had previously received (minimum step one and maximum step six of the salary range for the position).

9.9 Salary on Promotion or Reclassification: A unit member who is promoted or reclassified shall be placed on a step in the higher salary range which is at least five percent (5%) above his/her current salary.

9.9.1 Additional salary advances/steps shall be effective annually thereafter.
9.10 Salary on Re-hire from Re-employment List: When a person is re-hired from a re-employment list to a position in his/her former class, or a comparable class, he/she shall be placed on the same step as he/she was at the time of placement on the re-employment list.

9.11 Salary on Voluntary Demotion: When a unit member elects to take a voluntary demotion, he/she shall be placed on the same step and range on the salary schedule as he/she held in the original class from which he/she was promoted.

9.11.1 When said unit member elects to return to a vacant position in the former class, he/she shall be placed on the same step and range on the salary schedule as he/she held in the original class from which he/she was promoted.

9.12 Out of Class Pay: A unit member shall not be required to perform duties which are not fixed and prescribed for the position, for any period of time which exceeds five (5) working days within a fifteen (15) day period, except as provided herein.

9.12.1 A unit member who is required to perform duties inconsistent and in a classification higher than his/her regular assignment will be paid a five percent (5%) differential beginning on the sixth (6th) working day.

9.12.2 A unit member may also be required to perform duties inconsistent and in a classification equal to or lower than his/her regular assignment with no increase or loss in pay.

9.13 Travel / Conference Expenses
Receipts and/or verification of expenses, acceptable to the District and to the IRS, are required to be submitted to the District – if the unit member is seeking reimbursement – within thirty (30) days of the expense being incurred. For expenses incurred in June, receipts and/or verification of expenses, acceptable to the District and IRS, are required to be submitted to the District by the end of the fiscal year. Any expenses must be in accordance with District requirements.

9.13.1 Mileage: Any unit member required to use his/her vehicle on District business shall be reimbursed at the IRS rate determined in January for all miles required to be driven on behalf of the District in that calendar year. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District business if the unit member returns to his/her normal job site or if the unit member has to drive by his/her normal job site on the way home. Actual mileage shall be paid but not the miles that are normal home to work commute. This amount shall be payable in a separate warrant.

9.13.2 Meals: Any unit member who, as a result of work assignment, must have meals outside of the District shall be reimbursed for the full cost of the meal, including tips and/or gratuity but excluding any purchase of alcohol, subject to the District maximum meal allowance specified by the Governing Board.

9.13.3 Lodging: Any unit member who, as a result of work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of a moderate or standard room for such lodging. Where possible, the District shall provide advance funds to the unit member for such lodging. Receipts shall be submitted to substantiate cost prior to reimbursement.

9.14 Reimbursement for Physical Examinations: The District agrees to provide the full cost of any medical examination required as a condition of continued employment. The District retains the authority to designate the examining physician and facility.

9.15 Shift Differential

9.15.1 The District agrees to compensate unit members assigned to any shift which begins at or after 10:00 p.m. and terminates before 9:00 a.m. at the rate of 2.5% of his/her regular wage, in addition to his/her regular wage. Said unit member(s) shall be assigned a work shift of eight (8) hours, inclusive of a one-half (1/2) hour paid meal period. Such compensation shall be deemed a shift differential.

9.15.2 A unit member assigned to a shift which entitles him/her to differential compensation shall not lose compensation when temporarily, for twenty (20) days or less, assigned to a shift for which differential compensation is not designated.
ARTICLE 10
PAYROLL DEDUCTIONS

10.1 The District will deduct from the pay of Association members and pay to the association the normal and regular monthly Association membership dues as authorized in writing by the unit member on the appropriate form subject to the following conditions:

10.1.1 Such deduction shall be made only upon submission of the appropriate form to the designated representative of the District duly completed and executed by the unit member and the Association.

10.1.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

10.1.3 The District shall notify CSEA if any member revokes a dues authorization.

10.1.4 The Association shall hold the District harmless from any and all claims or actions pertaining to the enforcement or application of 10.1.1 through 10.1.3.
ARTICLE 11
HEALTH AND WELFARE BENEFITS

11.1 Employee and Dependent Insurance Coverage: The District agrees to pay the full cost of all full-time unit members in the bargaining unit and their dependents for programs of insurance except as stated in 11.1.1. The District shall negotiate with CSEA concerning any change in the insurance carriers during the life of this Agreement.

11.1.1 Medical: Effective January 1st, the District will provide a maximum monthly contribution reflected in Appendix with the first deduction taken from the December paycheck, based on twelve (12) months toward the premium cost of the District medical plan selected by an eligible full-time unit member. The eligible unit member is responsible, through payroll deduction, for any excess premium pertaining to the plan selected. The eligible unit member is also responsible for all co-pays and other costs required to be paid by the health insurance plan.

*For 2011 only, the first deduction was taken out of the February 2011 paycheck.

11.1.1.1 PERS Care PPO: The parties agree that PERS Care PPO will no longer be offered to unit members as of Open Enrollment in 2011. Any unit member who is currently enrolled in PERS Care will be able to continue with that plan at the current Employee-only coverage for as long as each such unit member is employed with the District or until the unit member selects another plan (the District contribution for PERS Care will not exceed the applicable cap).

11.1.1.2 Cash-in-lieu of medical: Cash-in-lieu of medical benefits will not be offered.

11.1.2 Dental: The maximum dental benefit of $1,500 shall be provided at a cost to be paid by the District through the end date of the current contract.

11.1.3 Vision: The College District shall provide a vision care plan substantially similar to Vision Service Plan Choice with a $10.00 deductible for each eligible unit member and for each eligible unit member’s dependent.

11.1.4 Life Insurance: All unit members covered by this Agreement shall be provided with $30,000 in-group life insurance coverage. The premium for this coverage will be paid in full by the District for the term of this Agreement.

11.1.5 Short/Long Term Disability Insurance (formerly known as “Salary Continuance Program”): The District shall provide a private short/long term disability plan that is fully paid by the District for the unit member only.

11.1.6 Employee Assistance Program (EAP): The district shall provide an Employee Assistance Program (EAP) that is fully paid for by the district for the unit member and their families.

11.1.7 Flexible Benefits Plan (Section 125): The District agrees, to the extent legally permissible, to provide a Section 125 option.

11.2 Eligibility:

11.2.1 For purposes of this Article, a unit member shall be deemed to be a full-time unit member, when the unit member works a 40-hour work week and is in a paid status ten (10) or more months each year.

11.2.2 Permanent Part-time unit members shall be defined as those unit members who are scheduled to work 20 or more hours per week and in paid status for ten (10) or more months each year. Such unit members are eligible for all fringe benefits offered to full-time unit members on a prorated basis and will have prorated membership in the retirement program.

11.2.3 Any change of status that affects benefits programs must be reported to Human Resources in writing. Such changes will take effect within thirty (30) days.

11.3 Early Retirement: Unit members may apply for early retirement benefits from the District under the following circumstances.
11.3.1 The unit member must be at least fifty-five (55) years of age and not more than sixty-four (64) years of age on the retirement date.

11.3.2 The unit member must have rendered at least ten (10) years of full-time service to the District.

11.3.3 The Unit member must submit, in writing, a notice of intention to retire from the District at least sixty (60) calendar days prior to the date the unit member retires, as a condition of receipt of early retirement benefits as set forth in this Section.

11.3.4 The District shall provide for unit members participating in this program medical benefits to the same extent provided full-time unit members for the unit member only. Said coverage shall cease upon any one of the following occurring:

11.3.4.1 The unit member reaches age sixty-five (65), or
11.3.4.2 The unit member dies or otherwise terminates participation in the program, or
11.3.4.3 The unit member changes his/her principal place of residence out of the State of California, or
11.3.4.4 The unit member is employed by another employer who provides paid medical benefits for its unit members, or
11.3.4.5 The District’s insurance carrier declines to cover the unit member at the same rate for other full-time unit members. Unit member shall have the option of picking up the difference in cost.

11.3.5 The unit member shall have the option of paying the premium to cover his/her spouse during the unit member’s participation in this program.

11.4 Notification of Retirement

11.4.1 A Unit member who elects to retire must submit a notice of intention to retire from the District at least sixty (60) calendar days prior to the date the unit member retires.
ARTICLE 12
HOURS AND OVERTIME

12.1 Workweek: Except as provided herein the workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

12.1.1 A voluntary four-day workweek (4/10) program will be offered every summer. The District will determine the start and end of the summer 4/10 program and will announce the parameters no later than April 1st each year. Unit members will submit their choice of either their regular work schedule or the 4/10 schedule no later than April 30 each year.

12.1.1.1 Unit members hired after July 1, 2010 will work a summer 4/10 workweek as determined. If such an unit member has a medical inability to work the 4/10 schedule, a reasonable accommodation will be discussed with the unit member but will not include coming to campus on a Friday in the summer.

12.1.2 Unit members choosing to work a regular 5/8 schedule during the summer may be required to perform work in a centralized location if there are safety concerns.

12.1.3 The workweek will consist of four (4) workdays, commencing at 6:00 AM and ending at 7:00 PM with at least one half hour for lunch, Monday through Thursday.

12.1.4 The District may make individual adjustments of hours and work days should the District determine that the above work schedules are not compatible with specific department needs, (e.g., Facilities, IT, Security, Student Services). If a supervisor requires an unit member to work on summer Fridays, they will be assigned a different day of the week to be off.

12.1.5 Unit members who select to work less than ten (10) hours per day during the 4/10 summer schedule may select accrued paid or unpaid time off to cover time not worked. The district will advance vacation time if an unit member does not have sufficient time accumulated.

12.1.5.1 10- and 11-month unit members may incorporate their required time off in their annual duty statement.

12.1.5.2 Part-time unit members shall have their hours pro-rated.

12.1.6 When a holiday falls during the 4/10 schedule, unit members may choose one of the following options:

12.1.6.1 Four eight (8) hour work days with an eight (8) hour holiday OR

12.1.6.2 Three ten (10) hour work days with an eight (8) hour holiday, plus use of two (2) hours of vacation time, comp time or unpaid leave.

12.1.7 Unit members who agree to follow a 4/10 schedule shall complete the summer schedule as planned.

12.1.8 The 4/10 summer schedule will be administered in compliance with applicable state and federal wage and hour laws.

12.2 Workday: The length of the workday shall be designated by the District for each classified assignment consistent with the provisions set forth in this Agreement. Unless otherwise negotiated with CSEA and signed by CSEA in a document, each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours which shall be not less than four (4) hours per day for five (5) consecutive days. The parties agree that if the District assigns any unit member working in a classification covered by this Agreement to work less than four (4) hours per day, upon request, the District agrees to meet and negotiate with CSEA regarding such unit member.
12.3 Lunch Periods: All unit members covered by this Agreement shall be entitled to an uninterrupted unpaid lunch period after the unit member has been on duty for at least four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour, nor less than 1/2 hour, and shall be scheduled, for full-time unit members, at or about the midpoint of each work shift.

12.3.1 Unit members whose assigned time is five (5) hours or less per day may elect to work their total shift without a lunch period with the prior approval of the supervisor.

12.4 Rest Periods: All bargaining unit employees shall be granted rest periods which, insofar as practical, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Specified periods may be designated by the supervisor when the operations of the District require someone to be present at the unit member’s work site at all times. In other cases, the times for such rest periods shall be mutually agreed upon between unit members and their supervisors. If not, the times will be set by the supervisor. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit member.

12.5 Overtime: All overtime must be authorized. Unless otherwise provided herein, all overtime hours shall be compensated at a rate of pay equal to time-and-one-half the regular rate of pay of the unit member for all work assigned. Overtime is defined to include any assigned time worked in excess of eight (8) hours in one day or in excess of forty (40) hours in any workweek, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

12.5.1 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) day of the workweek, regardless of length of assigned workday.

12.5.2 All hours worked on a holiday designated by this Agreement shall be compensated at one and one-half the unit member's regular rate of pay. In addition, the unit member shall receive regular pay unless they are provided with a substitute holiday.

12.5.3 Compensatory time off may be authorized for overtime work in lieu of cash compensation. Such time off will be granted at the appropriate overtime rate. Compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services of the College. The maximum accrual of compensatory time is 60 hours in the fiscal year (40 hours worked times 1.5). If the unit member is not granted the compensatory time off, the District shall pay the amount as overtime owed at the end of the 12-month period.

12.5.4 Minimum Call-In Time:

12.5.4.1 Any unit member called to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

12.5.4.2 Any unit member telephoned by the unit member’s supervisor or other management representative with a question relating to work when the call occurs outside the unit member’s work hours shall be paid for the actual time involved in the telephone call, rounded up to the closest payroll increment (which is .25), at the appropriate rate of pay under this Agreement.

12.5.4.3 A telephone call from the supervisor requesting that the unit member work overtime is not work time and will not be compensated.

12.5.5 Flexible Scheduling: When two (2) or more unit members in the same department wish to elect to stagger their work hours, a conference shall be scheduled between the designated supervisor and the unit members in order to discuss the feasibility of such scheduling. When operation of the District, in the judgment of the supervisor, will suffer no impairment, hours of unit members shall be made flexible. Approval of a flexible work schedule may be withdrawn if the efficient operations of the District are affected.

12.6 Work Years for 10- and 11-Month Employees: Before the end of each academic year, the immediate supervisor will meet with each 10-month and/or 11-month employee to determine the work year for each unit member for the following year and complete a Duty Statement. The supervisor will provide a copy of the Duty Statement to the unit member and submit a copy to Human Resources.
12.7 Voluntary Furlough

In the event the District determines the existence of financial concerns, the District may grant up to twenty (20) days per year of unpaid furlough to any unit member requesting or volunteering to take such furlough. During the term of the furlough, the District shall continue to provide health and welfare benefits as provided under Article 11, as if the unit member was in paid status. An amount equal to the unit member’s daily rate of pay times the number of furlough days shall be deducted from the unit member’s pay for the time in which the furlough is taken.
ARTICLE 13
VACATION

13.1 Bargaining Unit members shall be granted an annual vacation at the regular rate of pay earned at the time the vacation is commenced. For purposes of earning vacation credit, a year of employment shall be considered to start on July 1 and end on June 30.

13.2 Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:

- 1 through 4 years: 10 days
- 5 through 9 years: 15 days
- 10 years and up: 20 days

13.3 Part-time bargaining unit employees or part-year bargaining unit employees shall be entitled to an exact proration of vacation. The proportion granted shall be the same ratio that the part-time or part-year unit member’s workday/work year bears to the full-time/full-year.

13.4 New unit members must work a full six (6) months prior to taking any vacation time.

13.5 If for any reason a bargaining unit member is not permitted to take all or part of his/her annual vacation, the amount not taken shall, at the option of the District, be accumulated for use in the following year or be paid in cash.

13.6 Vacation shall normally be taken during the fiscal year immediately following the fiscal year in which it is earned.

13.6.1 The time during which unit members will be granted vacation will be at the discretion of their supervisor who will refer the request for approval, along with a recommendation, to the Human Resources Department representative.

13.7 The unit member may be granted vacation during the school year, even though not earned at the time vacation is taken.

13.8 Except as provided in this Article, any unit member who has been employed for more than one (1) year may elect to carry over five (5) days of vacation to the following fiscal year. Any unit member who has been employed more than ten (10) years may elect to carry over ten (10) days of earned vacation to the following fiscal year. Any unit member who fails to schedule and take vacation in a sufficient number so as to prevent more than the allowable carryover days to the following fiscal year, shall have their vacation scheduled by management at a time and in the number of days determined by management in order to ensure such excess is not carried over into the next fiscal year.

13.8.1 The unit member shall then be placed on paid vacation leave as determined by management in such instance.

13.9 Permanent unit members will be allowed to interrupt or terminate vacation leave in order to begin another type of paid leave, provided the unit member supplies adequate notice and, where appropriate, supporting information regarding the basis for such interruption or termination to the Human Resources Department representative.

13.10 If there is any conflict between the unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greater seniority with the District shall be given his/her preference.

13.11 Upon separation from employment, vacation time accrued but not used shall be paid at the regular salary rate of the permanent unit member. Vacation used but unearned must be repaid upon separation from the District.

13.12 When a holiday falls during the scheduled vacation of a unit member, such unit member shall be granted an additional day's vacation for each holiday falling within that period.
ARTICLE 14
HOLIDAYS

14.1 Scheduled Holidays
The District agrees to provide all unit members with the following paid holidays:

Independence Day
Labor Day
Admission Day – (incorporated into the Academic Calendar during winter break with the specific date each school year to be determined by the District)
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Day after Christmas
New Year's Eve
New Year's Day
Martin Luther King Day
Lincoln's Day
President's Day
Memorial Day

14.2 Additional Holidays: Any day declared by the President of the United States or Governor of the State as a day on which schools will be closed, by whatever name, or any day declared a holiday, by whatever name, by the Governing Board, shall be a paid holiday for unit members.

14.3 Every holiday in this Agreement which falls on a Saturday shall be observed on the preceding workday not a holiday. When a holiday designated by this Agreement falls on a Sunday, the following workday not a holiday shall be deemed to be the holiday.

14.3.1 The operation of this Section shall not cause any unit member assigned an alternate workweek of Tuesday through Saturday or Wednesday through Sunday to lose their regular holiday. Unit members whose holiday falls on the sixth or seventh day of his/her workweek shall be provided a substitute holiday.

14.4 Part-time bargaining unit employees shall be entitled to an exact proration of holiday entitlement. The proration granted shall be the same ratio that the part-time unit member's workweek bears to the full-time unit member's workweek. (Example: An unit member working one-half the time (1/2) of a full-time unit member would be allowed four (4) hours of holiday entitlement, irrespective of how the unit member's half-time (1/2) work hours may be flexibly scheduled in any workweek.)

14.4.1 In the event that a half-time (1/2) unit member works Monday through Thursday, five (5) hours per day, and if a holiday occurs on one of these four (4) days, holiday entitlement is four (4) hours, not five (5). If a holiday occurs on Friday and the one-half time (1/2) unit member is not scheduled to work that day, holiday entitlement is still four (4) hours for that Friday. Similarly, a five-eighths time (5/8) unit member would receive holiday entitlement of five (5) hours per holiday.
ARTICLE 15
GRIEVANCES

15.1 A grievance shall be a written complaint involving a violation, misapplication, or misinterpretation of a specific section of this Agreement. The specific section shall be stated in the Level One grievance document (see Appendix for Grievance Form).

15.2 Grievant means the Association and/or any member of the bargaining unit.

15.3 Day: A day is any day in which the District Administration Offices are scheduled to be open in accordance with the adopted academic/work calendar of the Governing Board.

15.4 The number of days indicated at each procedural level is a maximum. Efforts should be made to expedite the process. Time limits, however, may be extended by written mutual agreement.

15.5 A grievance shall be presented to the immediate supervisor within twenty (20) days after the Grievant knew, or reasonably should have known, of the act or omission giving rise to the grievance.

15.6 Failure of the grievant to comply with the terms and conditions for appeal from Levels One or Two shall be considered a waiver of appeal rights under this Agreement.

15.7 Failure of the District to comply with the terms and conditions of Levels One and Two shall automatically confer upon the grievant the right to appeal to the next level.

15.8 By written mutual agreement of the parties, procedural levels may be bypassed when such an action would expedite the process.

15.9 An unit member may present grievances to the District, and have those grievances adjusted, without the intervention of CSEA, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the contract under which the grievance arose. The District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a written response.

15.10 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

15.11 The District shall, upon written request of the grievant, give access or supply to the requestor one copy of a reasonable number of necessary and relevant documents and District records which are non-confidential and that directly pertain to the alleged grievance matter.

15.12 Informal Notification of Grievance
Before filing a formal grievance, the unit member alone and/or their representative shall discuss the issue and facts with the unit member’s immediate supervisor with the objective of resolving the matter informally. During this discussion, the unit member alone and/or their representative will inform the immediate supervisor of the Article and section which was violated and the specifics of the violation, misapplication, or misinterpretation. If not resolved within ten (10) days, the grievant may proceed to Level One.

15.13 Formal Grievance Procedure

15.13.1 Level One: A grievance that remains unresolved after an informal notification to the immediate supervisor can then be submitted in writing as a Level One Grievance to the immediate supervisor. The unit member alone and/or representative shall provide a copy of the written grievance to Human Resources. The written grievance shall specify the Article and section of the contract which was violated, the date(s) on which the contract was violated, the remedy sought and all facts on which the grievance is based. There may, upon mutual agreement, be a conference within five (5) days to be followed by a written decision within five (5) days of the conference. If a conference is not held, a written response will be issued within ten (10) days of the grievance being submitted.

15.13.2 Level Two: If the grievance is not resolved at Level One, the grievant may appeal in writing, within five (5) days of receipt of the decision (or the expiration of the time for such a decision) from Level One, to the
President of Ohlone or designee. The appeal must state any disagreement with the Level One decision. Upon mutual agreement, a conference shall be held within five (5) days to be followed by a written decision within five (5) additional days.

15.13.3 Level Three (Arbitration): If the grievance is not resolved at Level Two, the grievant and/or CSEA will follow its internal policy to obtain approval from the state Association to arbitrate and, within ten (10) days of the receipt of the decision from Level Two, submit written notification to the District of its intent to arbitrate the matter. Within sixty (60) days of the receipt of a decision from Level Two, CSEA shall determine whether to submit the grievance to arbitration and that determination shall be communicated in writing to the District. However, nothing shall preclude the parties (CSEA and the District) from seeking and negotiating a mutual resolution of the alleged grievance during the arbitration process.

15.13.3.1 Within ten (10) days of CSEA’s submission of the grievance to arbitration, CSEA shall request a list of five (5) arbitrators from the State Mediation and Conciliation Service be sent to CSEA and the District; CSEA shall copy the District on said request. Alternate names shall be stricken by the parties until only one remains. It is the intent of the parties that the selection and the commencement of the arbitration process shall be reasonably expeditious.

15.13.3.2 All costs for the arbitrator, court reporter, and preparing and receiving of transcripts shall be divided equally, except as herein after provided in the event of rejection of the arbitration decision by the Board of Trustees (see 15.13.3.6). If the dispute is settled before receipt of the arbitrator’s decision, the costs for the arbitrator, court reporter, and preparing and receiving of transcripts shall still be shared equally between the District and CSEA. All other costs will be paid by the party incurring them.

15.13.3.3 The arbitrator’s award shall be advisory.

15.13.3.4 Advisory Arbitration Decision and Authority

15.13.3.4.1 The arbitrator’s advisory decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall submit the written decision to District counsel and Human Resources and to CSEA.

15.13.3.4.2 The arbitrator’s advisory decision shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and upon arguments presented in written briefs.

15.13.3.4.3 The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there is a violation of the Agreement’s express terms as alleged on the written grievance form.

15.13.3.4.4 The arbitrator will be without power or authority to make any recommendation which requires the commission of an act prohibited by law or otherwise violates the law, or which is in violation or conflicts with the terms of this Agreement.

15.13.3.4.5 The arbitrator is empowered to include in any award a recommendation of financial reimbursement or other remedies expressly authorized by the Agreement as he/she judges to be proper.

15.13.3.4.6 The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California.

15.13.3.4.7 The arbitrator’s function and purpose is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall the arbitrator consider it the arbitrator’s function, to decide any issue not submitted or to interpret or apply the Agreement so as to change that which can fairly be said to have been the parties’ intent as determined by generally accepted rules of contract construction.
15.13.3.5 If a claim is raised as to the arbitrability of a grievance as a result of a violation of the terms of this Article, the arbitrator shall first rule on such claim. At the parties’ option, and without prejudice, the parties may have such a claim heard along with the merits of the case.

15.13.3.6 In order for the District Governing Board to consider the arbitrator’s advisory decision, the Board must have a quorum plus one in attendance; the District Governing Board can then make the final determination of action(s) to be taken, if any. If the decision is rejected in its entirety by the majority of the Board members present, the District shall bear the full costs of the arbitrator, including the expenses and fees of a court reporter if a court reporter is utilized. If the decision is not rejected in its entirety, the cost for the arbitrator, court reporter, and preparing and receiving of transcripts shall still be shared equally between the District and CSEA.
Leaves of Absence

This section includes Articles which explain the various Leaves of Absence that unit members are entitled to take.

ARTICLE 16
GENERAL LEAVES

16.1 In addition to, and separate and apart from other leave provisions of this Agreement, the District may grant a leave of absence for paid or unpaid leave at any time, for any term, upon application of the unit member, and at the sole discretion of the District. Unpaid leave will affect seniority and may affect benefits.

ARTICLE 17
PERSONAL NECESSITY LEAVE

17.1 Unit members may, with District approval, use up to seven (7) days per fiscal year of their accumulated sick leave for personal necessity. Leave of absence for illness or injury earned in accordance with Article 19 (Sick Leave) of this Agreement may be used by the unit member, at his/her election, in cases of personal necessity, including any of the following:

17.1.1 Death of a member of immediate family when additional leave is required beyond that provided by Bereavement Leave as defined in Article 24 of this Agreement.

17.1.2 Accident involving unit member's person or property, or the person or property of a member of the unit member's immediate family.

17.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

17.1.4 Other personal necessity that demands the unit member's presence. Such necessities are restricted to acts of God or circumstances beyond the unit member's control which cannot be covered in the normal course of events. Personal business is not considered a necessity unless there is danger of great personal or property loss without the unit member's presence.

17.1.5 This leave may be utilized and shall be charged on a quarter hour per quarter hour basis (15-minute basis), rounded to the next higher quarter hour for fractional hours.

ARTICLE 18
PERSONAL BUSINESS LEAVE

18.1 Personal Business Leave may be utilized and shall be charged to sick leave as time used, rounded to the next higher quarter hour.

18.2 This leave may be used for such purposes as: medical and dental appointments for the unit member or his/her dependents; to conduct legal or business appointments; to affect emergency automobile or home repairs, etc.

18.3 Where possible, unit members shall submit requests for personal business leave two (2) days prior to the desired date of leave to his/her immediate supervisor. This leave shall be accounted for on the unit member's Monthly Absence Report.

18.4 No more than sixteen (16) hours personal business leave may be taken in any fiscal year, and such leave shall not accumulate from year-to-year. Periods of personal business leave in excess of sixteen (16) hours in any fiscal year shall be charged against the unit member's vacation days or taken on a non-paid status.
ARTICLE 19
LEAVES FOR ILLNESS OR INJURY

19.1 Unit members shall be entitled to leave of absence with pay for illness or injury in accordance with the following:

19.1.1 Members working five (5) days per week shall be entitled to twelve (12) days leave of absence (sick leave) with pay for personal injury or illness for a fiscal year of twelve (12) months of paid service. Sick leave earned but not taken is cumulative from year to year.

19.1.2 Members employed less than five (5) days per week and twelve (12) months per year shall be entitled to sick leave in the same ratio as the number of days worked or months worked bears to five (5) days or twelve (12) months. For example, a unit member who works five days per week for a 10-month work year shall be entitled to 10 days of sick leave (12 days times 10/12), and a unit member who works three days per week for a 12-month work year shall be entitled to 7.2 days of sick leave (12 days times 3/5).

19.1.3 Credit for sick leave need not be accrued prior to taking such leave. A new unit member, however, shall not be eligible to take more than six (6) days or the proportionate amount to which entitled until the first day of the calendar month immediately succeeding completion of six (6) months of employment.

19.1.4 After three (3) consecutive days of absence the District may require a statement from the unit member’s physician or health care practitioner to verify the unit member’s absence is due to illness or injury. Except that where reasonable cause exists, a unit member may be required to submit proof of any cause for absence. Determination of reasonable cause shall be subject to the grievance process.

19.1.5 Forms for reporting absences due to injury or illness shall be completed by the unit member within a reasonable time after returning to work.

19.1.6 Any classified employee who has been employed for a period of one (1) calendar year or more whose employment was terminated for reasons other than action initiated by the employer for cause and who subsequently accepts a position in another school district or with a county superintendent of schools within one (1) year of such termination of his/her position shall have transferred with him/her to the second district or county superintendent of schools the total amount of earned leave of absence for illness or injury to which he/she is entitled under applicable law. If a unit member was terminated as a result of action initiated by the employer for cause, the transfer of earned leave of absence for illness or injury to which the unit member is entitled under applicable law may be made if agreed to by the new employing district or county superintendent of schools.

19.1.7 At the time of retirement, unit members who were hired before July 1, 1980, and returning unit members who (1) had school service on deposit on June 30, 1980 and (2) had not taken a refund of Public Employees' Retirement System contributions since that time, are eligible to have the District certify each unused day of sick leave to be applied for additional service retirement credit. However, actual determinations regarding additional service retirement credit are made by the Public Employees' Retirement System, not the District.

19.1.8 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 of illness.

19.1.9 This leave may be utilized and shall be charged on a quarter hour per-quarter hour basis (15 minute basis), rounded to the next higher quarter hour for fractional quarter hours.

19.1.10 Refer to Article 23 Extended Leave for Illness or Injury and Article 21 for Family and Medical Care Leaves for other possible entitlements.
ARTICLE 20
PREGNANCY LEAVE

20.1 An expectant unit member shall file a statement from her physician/practitioner indicating the estimated date of disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member’s physician; however, the District may require a verification of the extent of the disability through consultation with the unit member’s physician. Disability leave granted for pregnancy shall be in addition to the Family Medical Leave Act (FMLA) (see Family Medical Leave – Article 21).

20.2 The unit member may request an unpaid non-disability leave up to four (4) months before the expected date of birth of the child, but may continue to work as long as her health will permit and as certified by her physician/practitioner. Any period beyond, or in addition to, a period of physical disability, during which the unit member wishes to remain away from the job, shall be treated as an unpaid leave of absence; however, the total period of such unpaid non-disability leave of absence both before and after the birth of the child shall not exceed five (5) months. An additional twelve (12) weeks of unpaid leave may be taken for baby bonding as outlined by the California Family Rights Act (CFRA).

20.3 While an unit member is rendering service to the District and is not on leave, any period of actual physical disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery, shall be treated as any other physical disability. Physical disability, for the purposes of this Article, shall be defined as a period during which the unit member is unable to perform all job-related duties.

14.4 Upon completion of the pregnancy, the unit member may return to work upon written statement from her physician/practitioner indicating that her health is such that she is able to resume her regularly assigned duties. Upon being declared physically able to resume work by her physician, the unit member ceases to be covered under sick leave rights.

ARTICLE 21
FAMILY AND MEDICAL CARE LEAVES

21.1 Family and Medical Care Leaves

21.1.1 The District and CSEA agree to comply with applicable Federal and State laws governing family and medical care leaves such as FMLA and CFRA.

21.1.2 The leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of the unit member’s child, for the unit member’s own serious health condition, or for a serious health condition of the unit member’s child, parent, or spouse.

21.2 Leave granted under any of the reasons provided by state and federal law will be counted as family/medical care leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any unit member’s first FMLA leave begins. Successive 12-month periods begin on the date a unit member first uses such leave after the prior 12-month period has ended. Unused leave does not carry over from one 12-month period to the next 12-month period.
ARTICLE 22
INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

22.1 All unit members are covered by Workers’ Compensation Insurance. All injuries, no matter how trivial, must be reported as soon as possible after the occurrence to the supervisor. All absence due to injury or illness arising out of, and in the course of, employment shall be provided for in accordance with 87042 of the Education Code.

22.2 All unit members shall be eligible for industrial accident and illness leave. The number of days of leave allowed for one accident, or the total number of days allowed in one fiscal year for one accident, shall not be for more than sixty (60) working days. A day of leave, for purposes of this section, shall be defined as a day when the unit member would otherwise have been required to perform work for the District.

22.3 Allowable leave of absence as described in this section shall not accumulate from one year to another, except that when an illness or injury occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

22.4 Industrial accident or illness leave shall commence on the first day of absence. Such leave will be reduced one day for each day of absence when a temporary disability is awarded.

22.5 During this period of absence, unit members shall receive that portion of their salary which, when added to the temporary disability compensation will not exceed their normal salary. The District shall deduct retirement, income tax and all other authorized deductions from salary payments made under the provisions of this section. Prior to receipt of salary payments made to an unit member under the terms of this leave, a copy of the Employer's Report of Industrial Injury must be filed with the Human Resources Department representative.

22.6 The industrial accident or illness leave of absence is to be used in lieu of sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used. Unit members receiving Workers’ Compensation awards shall be entitled to use only so much of their accumulated sick leave, compensatory time off, vacation or other available leave which when added to the worker’s compensation award, provide for a full day's wage or salary.

22.7 During all paid leaves of absences as herein described, the unit member shall endorse to the District all temporary disability compensation checks received.

22.8 In order to receive benefits under this section, a unit member must remain in the State of California unless authorized to travel outside of the State by the District.

22.9 Periods of leave of absence, paid or unpaid, taken under the provisions of this section, shall not be considered a break in service of the unit member.
ARTICLE 23
EXTENDED LEAVE FOR ILLNESS OR INJURY

23.1 Upon exhaustion of sick leave entitlement at full pay, a regular classified employee shall be eligible to utilize a maximum of one hundred (100) days.

23.2 Extended sick leave may be utilized only for verified serious illness or injury.

23.3 The one hundred (100) days entitlement shall be inclusive of any sick leave at full pay utilized for the extended illness or injury.

23.3.1 The entitlement for Extended Leave for Illness or Injury shall be used after entitlement to all regular sick leave (see Article 19) has been exhausted. The one hundred (100) days entitlement shall be inclusive of any sick leave at full pay utilized for the extended illness or injury.

23.3.2 The entitlement for Extended Leave for an Industrial Accident or Illness (see Article 22) shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation or other available paid leave has been exhausted. The one hundred (100) days entitlement shall be inclusive of any sick leave at full pay utilized for the extended illness or injury.

23.4 Extended sick leave shall be compensated fifty percent (50%) of the unit member's regular rate of pay, from the first day of illness under the extended sick leave entitlement.

23.4.1 The District shall deduct from the 50% pay for extended sick leave the amount that is payable to the unit member under the disability insurance policy.

23.5 Extended illness leave shall be credited once a year but shall not be cumulative from year to year.

23.6 Benefits provided under extended sick leave shall be coordinated with benefits provided under the Salary Continuation Program.
ARTICLE 24
BEREAVEMENT LEAVE

24.1 Bereavement leave with pay, up to three (3) days per occurrence, or five (5) days if travel of 400 miles or more is required, will be allowed unit members for death in the immediate family. Immediate family means, but is not limited to, mother, father, grandmother, grandfather, aunt, uncle, niece, nephew, cousin, or a grandchild of the unit member or of the spouse or domestic partner of the unit member, and the spouse, 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 or under the care of the unit member.

ARTICLE 25
JURY DUTY

25.1 Upon notification of jury duty, the unit member shall immediately notify his/her supervisor.

25.2 Unit members who are called for jury duty shall be granted leave with pay.

25.3 Jury service fees, exclusive of parking, mileage, and meal allowances received by the unit member, shall be paid over to the District.

25.4 Day Shift: Unit members whose scheduled work day ends between 2:00 p.m. and 5:30 p.m. shall return to duty when jury service ends prior to the end of their scheduled work day if there are four (4) hours or more remaining in their shift.

25.5 Swing or Grave Yard Shift: Unit members whose work shift extends past 5:30 p.m. shall be relieved with pay from their regular duty shift which commences that day when required to serve at least four (4) hours of jury duty in any day, provided the unit member calls to notify his supervisor of his absence at least two (2) hours prior to the commencement of his/her regular shift starting time. Unit members serving less than four (4) hours of jury duty in any day shall report to work that day as assigned or upon release from jury duty, whichever is applicable.

25.6 The unit member who is absent due to jury duty shall file an absence report with the Human Resources Department Representative for each day or portion of a day's absence, including an attendance report from the court clerk indicating the time spent on jury duty.
ARTICLE 26
LEAVE OF ABSENCE FOR RETRAINING AND STUDY

26.1 The Board of Trustees, at its sole discretion, may grant an unpaid leave of absence for study or retraining.

26.2 Study or retraining leaves may be granted in such increments as are designated by the Board of Trustees, but the cumulative leave for any unit member shall not exceed a maximum period of one (1) year. The total leave of one (1) year shall commence and complete within a three (3) year period. Leave shall not be granted for more than two (2) classified employees to be absent on study or retraining leave at any one time.

26.3 Study or retraining leave, to be granted, requires the unit member to have completed five (5) consecutive years of full-time paid service to the District.

26.4 No more than one (1) study or retraining leave of absence shall be granted to any unit member in each five (5) year period.

26.5 Prior to any Board of Trustees' consideration, applications for study or retraining leaves require a written submission by the unit member of the total study or retraining plan, the institution which will be used by the unit member, proof of acceptance in the program, detailed description of the program, courses, etc., a detailed description of the anticipated abilities, skills, or knowledge the unit member expects to acquire, a statement of how those abilities, skills or knowledge will benefit the District in the unit member's future service, and the specific times of leave requested. An agreement shall be attached to each request, on the approved District form that the unit member agrees as a condition of the leave to render at least two (2) years of service in the employ of the District after completion of the study or retraining leave.

26.5.1 Completed applications must be submitted through the immediate supervisor for endorsement and be approved for submission to the Board of Trustees not later than four (4) months prior to the proposed beginning date of the leave.

26.5.2 Unit members granted study or retraining leaves shall perform services to the District during such leaves as the District may require as a condition of the grant.

26.6 Unit members on study or retraining leave shall not accumulate seniority, receive any fringe benefits provided by this Agreement, or earn or be entitled to use sick leave, vacation, holiday or any other form of paid leave provided by the District or this Agreement.

26.7 The Board of Trustees, in its sole discretion, and at its sole option, may terminate a study or retraining leave where the unit member is deemed to have failed to comply with any requests of the District or any provisions or conditions under which the leave was granted.
ARTICLE 27
PROFESSIONAL GROWTH AND DEVELOPMENT

27.1 Professional Growth and Development: Members of the bargaining unit shall be provided an opportunity to participate in a Professional Growth and Development Program (see Appendix Criteria and Application).

27.2 Professional Growth Hours of Release Time

27.2.1 A maximum of six hundred (600) hours of release time per year may be utilized for this purpose.

27.2.2 No more than ten (10) unit members (in any one [1] semester) may participate, within which a maximum of up to five (5) unit members will be authorized release time in any one (1) semester.

27.2.3 No unit member will be authorized more than three (3) hours per week of release time.

27.3 Reimbursement for Professional Growth Expenses

An unit member may be reimbursed for tuition and book expenses, as follows:

27.3.1 A unit member shall be reimbursed tuition of any District-approved course up to a maximum of the current California Community College Resident rate per unit up to five (5) units upon course completion providing the unit member submits proof of course completion and attains a course grade of C or better.

27.3.2 A unit member shall be reimbursed for District-approved course book costs up to a maximum of $100.00 per course upon course completion providing the unit member submits proof of purchase and the unit member attains a course grade of C or better.

27.3.3 Any and all reimbursement must be requested by the Unit member from the District within 90 calendar days from issuance of the course grade.
ARTICLE 28
EVALUATION PROCEDURES

28.1 Probationary unit members are to be evaluated by their immediate supervisor at least twice during the probationary period. The probationary period is nine (9) months, after which the unit member shall become a permanent employee.

28.2 Permanent employees shall be evaluated at least on an annual basis. Probationary or permanent employees may be evaluated more frequently when there is reasonable cause for such evaluation.

28.3 The evaluation shall be based on the performance of the duties fixed for the position by the Governing Board and in compliance with applicable Board policies.

28.4 The evaluation shall be discussed in a joint conference between the unit member and the designated supervisor. At the conference, the unit member shall be given a copy of the evaluation which he/she will sign; the acknowledgment of the conference; and a copy of the evaluation. The original copy of the evaluation will be filed in the unit member’s file in the Human Resources Office.

28.5 When the evaluator determines the unit member needs to improve, he/she shall provide recommendations, where appropriate for such improvement.

28.6 Unit members shall be provided with copies of any evaluative material which is to be placed in their personnel file. The unit member, upon request, shall, within ten (10) working days, be given an opportunity during normal working hours, without loss of pay, to examine the material and to prepare a written response and any such material shall be signed, dated, and submitted to Human Resources.
ARTICLE 29
DISCIPLINE AND DISMISSAL OF PERMANENT UNIT MEMBERS

This Article applies only to permanent unit members. A probationary unit member may be terminated, at any time, at the sole discretion of the District and without the right to a hearing.

29.1 Definition

29.1.1 Any unit member designated as a permanent employee shall be subject to disciplinary action only for reasonable cause. "Cause" relating to disciplinary action against classified employees means those grounds for discipline, or offenses, enumerated in the law and written rules, regulations and policies of the District.

29.1.2 Discipline is defined as suspension, demotion, involuntary transfer, involuntary reduction in hours or pay, and termination/dismissal.

29.1.2.1 Written and verbal reprimands are not considered discipline.

29.1.3 The principals of progressive discipline shall apply. Progressive discipline should generally be utilized when disciplining public employees, except when the unit member presents a risk of harm, danger, or injury or when the violation is illegal.

29.1.4 Discipline and dismissal of permanent unit members shall take place in accordance with the appropriate provisions of Education Code section 88013.

29.2 Causes for Discipline

29.2.1 A permanent member of the classified service shall be subject to disciplinary action, including, but not limited to, reduction in pay, demotion, suspension, or discharge. Causes for discipline are in accordance with Board Policy 7365, Education Code and any applicable law. Causes for discipline include but are not limited to:

29.2.1.1 Fraud in securing employment or making a false statement on an application for employment or any false statement on any document related to Ohlone;

29.2.1.2 Incompetence, i.e., inability to comply with the minimum standard of an employee's position;

29.2.1.3 Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee in the position;

29.2.1.4 Willful disobedience and insubordination, a failure to submit to duly appointed and acting supervision, conform to duly established orders or directions of, or insulting, undermining or demeaning the authority of a supervisor or manager;

29.2.1.5 Dishonesty involving employment;

29.2.1.6 Being impaired by or under the influence of alcohol or illegal drugs or narcotics while on duty, which could impact the ability to do the job;

29.2.1.7 Excessive absenteeism;

29.2.1.8 Unexcused absence without leave;

29.2.1.9 Abuse or misuse of sick leave;

29.2.1.10 The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. A plea or verdict of guilty, or a conviction showing a plea of no contest made to a charge, a felony, or any offense involving moral turpitude, is deemed to be a conviction within the meaning of this Section;
29.2.1.11 Discourteous treatment of the public, students, vendors or other employees;  
29.2.1.12 Improper or unauthorized use of District property;  
29.2.1.13 Refusal to subscribe to any oath or affirmation, which is required by law in connection with District employment;  
29.2.1.14 Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division;  
29.2.1.15 Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of District property;  
29.2.1.16 Mental or physical impairment, which renders the employee unable to perform the essential functions of the job despite reasonable accommodation or which presents a direct threat to the health and safety of self or others;  
29.2.1.17 Acceptance from any source of a bribe, reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties;  
29.2.1.18 The refusal of any employee of the District to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause of inquiry in which the District is involved. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such employee;  
29.2.1.19 Willful violation of policies, procedures and other rules, which may be prescribed by the District, college(s) or departments;  
29.2.1.20 Working overtime without authorization;  
29.2.1.21 Abandonment of post, without authorization from his/her supervisor; the unit member shall be provided the opportunity to demonstrate good cause to excuse his/her absence and failure to call in to the supervisor;  
29.2.1.22 Abandonment of position: five (5) of the affected unit member's workdays of continuous absence without calling in sick to the supervisor or without approved leave shall be deemed abandonment and shall result in termination as a voluntary resignation. This shall not require further district action; the unit member shall be provided the opportunity to demonstrate good cause to excuse his/her absence and failure to call in to the supervisor;  
29.2.1.23 Knowingly providing in electronic, verbal or written manner confidential employee and/or student records or information to an unauthorized person or persons.  

29.3 Guidelines for Disciplinary Action  
29.3.1 The following guidelines shall be recognized in the discipline and/or dismissal of unit members:  

29.3.1.1 The District rules, regulations and policies shall be reasonable and related to the efficient or safe operation of the District.  
29.3.1.2 Rules, orders and penalties should be applied fairly and equitably.  
29.3.1.3 Disciplinary action should be appropriate and reasonably related to the nature of the offense.  
29.3.1.4 An employee is entitled to union representation at every step of the formal disciplinary process. The employee shall be notified of his/her right by the district.
29.4 Progressive Discipline

29.4.1 The parties recognize that disciplinary actions shall be progressive in nature if they are to correct the conduct of a unit member. The District agrees to follow a course of progressive discipline. It is understood, however, that progressive discipline does not follow any specific sequence of disciplinary actions, and that major offenses will be cause for immediate severe disciplinary actions, up to and including recommendation for dismissal without prior progressive discipline.

29.4.2 In taking disciplinary action, the District shall give due regard to the principle that like penalties should be imposed for like offenses, but it is understood as well that equality of treatment does not require uniformity of penalties. However, in taking disciplinary actions, the District will give due consideration to the evidence of mitigating or aggravating circumstances, the frequency and severity of the offense and any other factors or circumstances bearing upon the incidents or acts involved.

29.4.3 Except in emergency situations, as described in section 8, no disciplinary action involving suspension, demotion or discharge shall be taken against a unit member unless he/she has been informed in writing and in advance of the nature of the deficiency and the method or methods of correction, and has been afforded a reasonable opportunity, including a reasonable amount of time to correct the deficiency.

29.4.4 The elements of progressive discipline shall be administered in a timely manner.

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

29.5 Disciplinary Procedure

29.5.1 Counseling

29.5.1.1 Generally, counseling is the initial disciplinary action. Counseling includes an informal discussion with employee-designed to assist them to fully develop their skills and abilities. Usually, the immediate supervisor verbally counsels the employee. The discussion may clarify standards, evaluate the employee’s strengths and weaknesses, seek information or solve problems. Even though most counseling is done verbally, managers and supervisors are to document the date, time, and content of the discussion for possible use in the employee’s annual evaluation or in support for further disciplinary action.

29.5.1.2 Counseling should be able to resolve the problem early and avoid the need to escalate to further action.

29.5.2 Verbal Reprimand

29.5.2.1 Supervisors give verbal reprimands when counseling has failed to produce the desired changes or when the employee’s conduct warrants a more substantial initial step. A verbal reprimand is different than counseling as it provides express notice that an employee’s performance or behavior must be improved or further discipline will be imposed. This is the beginning of the formal process. The reprimand should define the areas in which improvement is required, establish goals leading to this improvement, and inform the employee that failure to improve will result in more serious disciplinary action.

29.5.2.2 As with counseling, the manager/supervisor should document the date, time and content of the warning.

29.5.3 Written Reprimand

29.5.3.1 A Written Reprimand is a formal notice to an employee that further disciplinary action will be taken unless his/her behavior or performance improves.

29.5.3.2 The manager/supervisor should keep a copy of the written reprimand, provide a copy to the employee and file the original in the Human Resources official personnel file. The manager/supervisor should also advise the employee of any right to respond to the written reprimand within 10 working days.
29.6 **Suspension**

29.6.1 Suspension is the temporary removal of an employee from his/her duties, usually without pay. It is often imposed in cases involving gross, egregious, or serious misconduct or repeat behavioral problems for which previous progressive discipline has been ineffective. Generally, a suspension is instituted after consulting with department management and the agency’s human resources professionals. Note that a suspension may trigger a Skelly hearing.

29.7 **Skelly Hearing**

29.7.1 The Skelly hearing process shall be followed as outlined by law. A Skelly hearing may be requested by the employee for discipline actions as outlined in 29.1.2.

29.8 **Emergency Disciplinary Actions**

29.8.1 A unit member may be removed from the work site and the District’s premises when there is an emergency. An emergency shall be deemed to exist when:

29.8.1.1 The District determines that a unit member’s continued presence would jeopardize the safety or welfare of students, the unit member or other unit members, other person or school property, or,

29.8.1.2 The District determines that a unit member’s continued presence would seriously disrupt the normal operation and activities of the work site.

29.8.2 The District shall place a unit member removed from a work site due to an emergency on Administrative Leave with Pay until proper procedures are completed for an unpaid suspension.

29.8.3 The District may propose a disciplinary action against a unit member on “emergency” Administrative Leave with Pay at any time.

29.8.4 When the district determines it is appropriate the unit member shall be given the opportunity to explain the conduct in question before being removed from the worksite.

29.8.5 An emergency shall not be declared based solely on arrest of a unit member, unless otherwise authorized by the Education Code.
ARTICLE 30
PROMOTION

30.1 Promotion means an unit member’s change from a position in one unit member classification to a position in another classification having a higher maximum salary range, other than by reclassification.

30.1.1 Criteria:
30.1.1.1. The unit member assumes more difficult duties and responsibilities than those in their present job classification.
30.1.1.2. The unit member must meet the promotional position’s minimum education and experience requirements.
30.1.1.3. The unit member must possess or be able to obtain any licenses that may be required to perform the duties and responsibilities of the position to which they seek to be promoted.

30.2 The District shall notify bargaining unit members of vacancy opportunities for promotion. Such notification shall at least provide posting on work site bulletin boards and posting on the District website. Such notices shall remain posted a minimum of five (5) working days. A “vacancy” is a position which (1) is not filled by a permanent or probationary employee, and (2) is not a position from which an unit member is on leave and held for the unit member’s return, and (3) the District is currently recruiting for a replacement probationary or permanent employee.

30.2.1 All interested employees may apply for the vacancy by filling out a District Employment Application form and submitting the form to the Human Resources Department in a timely manner. Information presently contained in the employee’s personnel file need not be restated on the District Employment Application form and there shall be no requirement to provide references although the applicant may do so.

30.2.2 All applicant bargaining unit members shall be interviewed providing they (1) meet the minimum qualifications for the position; and (2) satisfactorily complete the District Upward Mobility Program or currently participating in any event not less than 50% of the Program at the time of application. Applicants who have not satisfied either or both of these conditions shall be interviewed at the discretion of the District and these provisions shall not be construed as a guarantee to any such interview. Nothing herein is construed to limit or prohibit any unit member’s right to apply for any posted vacant unit position.

30.2.3 The District shall provide an opportunity for one bargaining unit member to serve on each interview panel for a promotional position within the bargaining unit. However, such rights shall not determine or influence the schedule or interview process regardless of the lack of convenience to the unit member or any time conflicts.

30.3 Promotion Probation
Unit members who are promoted shall serve a four-month probation period in the new position. If the unit member receives an unsatisfactory evaluation or if the unit member so requests in writing within the four-month period, the unit member shall be returned to his/her former position without prejudice. The District shall not be restricted in determining whether in its sole discretion it will fill a former position either permanently or on an interim basis and whether or not a substitute will be utilized.

30.4 District Upward Mobility Opportunities Program

30.4.1 All bargaining unit members who have at least two years of service and evaluation of satisfactory or above are eligible to participate. Any unit member may apply for a promotion regardless of whether he/she has participated in the Upward Mobility Opportunities Program. Participation in any of the following program options requires a mutual agreement between the employee and the District. A guide to which the District will give consideration shall include but not be limited to District finances, assumed benefit, District needs and operation, etc.

30.4.2 The Program may include:
A. Ohlone College or other Community College District credit courses
B. Tuition reimbursement from District funds and/or CSEA Scholarship Fund and Staff Development funds
C. Mentoring
D. Special project assignments
E. Committee assignments  
F. Cross-training within the department  
G. Self-paced learning  
H. On-the-job training  
I. Vacation relief opportunities  
J. Computer skills  
K. Communication (ESL)  
L. Time management  
M. Conflict resolution  
N. Stress reduction  
O. Other provisions as mutually agreed between the District and CSEA

30.4.3 Individuals who participate in the Program will not receive out-of-class pay when the purpose of the out-of-class assignment is to prepare them for a promotional opportunity and the approval form is on file.

30.4.4 Individuals who wish to participate in the Program must complete and submit an application form to the Associate Vice-President of Human Resources (see Appendix [ ] for application).
ARTICLE 31
TRANSFER

31.1 A transfer is defined as a change of either the physical location of a position (i.e. job site) or a change of position within the same classification to fill a vacancy.

31.2 Criteria for Transfer
The following criteria shall be used in consideration of transfer requests:

31.2.1 The need and efficient operation of the District

31.2.2 The contribution the unit member can make in the new position

31.2.3 The qualifications, experience, and recent training of the unit member, compared to those of other candidates, for both the position to be filled and the position to be vacated

31.2.4 The length of service rendered to the District by the unit member and evaluations of satisfactory or higher

31.3 Guidelines for Unit Member Initiated Transfer Request
Any unit member covered by this Agreement shall have the privilege of requesting a transfer to a job location within the same position classification, subject to the following conditions:

31.3.1 Submission of a request for transfer on the appropriate District form. Properly filed transfer requests shall be given administrative consideration and shall be valid for one (1) year from the date submitted to the District Human Resources Department.

31.3.2 Filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.

31.3.3 A unit member may request transfer to a vacancy within his/her classification that represents a longer work schedule, and such requests shall be given priority consideration subject to the criteria section of this Article.

31.4 CSEA will be notified of all unit positions designated to be filled by the District and such positions will be posted on the officially designated bulletin boards and online. Posted positions will not be filled on a permanent basis for at least ten (10) business days from the date of posting and until interviews for said positions are completed.
ARTICLE 32
LAYOFFS

32.1 Layoffs: The parties agree to comply with applicable law which currently includes:

32.1.1 The District may layoff for reasons of lack of work or lack of funds.

32.1.2 The District shall provide written notice of layoff to the President of CSEA prior to the 45-day notice to unit members.

32.1.3 The President of CSEA or designee is responsible to notify the District within ten (10) days if they wish to negotiate effects.

32.1.4 The District shall provide a 45-day written notice to unit members in the event of a reduction in force.

32.1.5 If hours are reduced in a vacant position, the District is obligated to negotiate effects as required by applicable law. The process identified in Article 1, Section 1.2 shall apply.

32.1.6 After termination of employment due to layoff, bargaining unit members shall have re-employment rights consistent with their seniority and applicable law.

32.1.6.1 During this time, bargaining unit members shall have preference to be employed in any vacancy for which the unit member is qualified as provided by applicable law.

32.1.7 As applicable law is amended, the District will comply with applicable law regardless of this language because this language is intended to summarize provisions of existing law.

32.1.8 A reduction in hours or the work-year shall be considered a layoff.

32.2 Voluntary Reassignment From Layoff
Any unit member who has been notified of his/her impending separation from service as a result of layoff for lack of work or lack of funds shall have the right to request reassignment to any bargaining unit vacancy which the District intends to fill.

32.2.1 The District and CSEA agree that the following retreat provisions apply when layoff of District CSEA represented classified employees occurs and when laid off unit members are otherwise by permanence, seniority, regulation, and District policy eligible to retreat:

32.2.1.1 Eligible Administrative Secretary II may retreat to Administrative Secretary I.

32.2.1.2 Eligible unit members whose positions were eliminated by the 2002-2003 District reorganization, and who were assigned another position with no clear retreat rights by the District, on a case by case basis, the District and the CSEA will meet to negotiate a retreat path for the impacted unit members. Consideration will be given to the unit member’s seniority, skills, abilities, job performance, job knowledge, Upward Mobility participation, and District needs. It is the intent of the parties that the provisions apply under circumstances, among others, where there has been changes in job titles or reorganization.

32.2.1.3 The process adopted will be a guideline for future layoffs, should layoffs occur.

32.2.2 Such applicants shall receive consideration by the District prior to any other applicant for the available position.
32.2.3 If the District believes that such applicant is qualified or reasonably qualifiable for the vacant position, the reassignment request may be granted.

32.2.3.1 A "qualifiable" unit member appointed to a vacant position in accordance with this article shall be placed on a minimum of a six (6) month probationary period.

32.2.3.2 A written plan shall be jointly developed between the unit member and the District which will set forth the skills which must be developed or improved, the commitment and obligation of the unit member for doing so, the assistance which may be provided by the District and the timelines for completing the program, which shall not exceed the probationary period.

32.2.3.3 If the unit member does not meet the minimum qualifications for the position at the conclusion of the program, he/she shall be separated from service and placed on the reemployment list for the position which was eliminated.

32.2.4 Nothing contained herein shall restrict the District's right to assign or reassign bargaining unit members.
ARTICLE 33
SAFETY

33.1 The employer shall provide safe working conditions for all unit members. Unit members shall report all unsafe working conditions, as soon as possible, to the designated District representative.

33.2 Absence Because of Epidemics or Emergencies
An unit member shall be paid his/her regular salary for any period during which his/her place of employment is closed by Board action because of quarantine or epidemic, providing the unit member is ready, able and willing to perform his/her customary or other reasonable and suitable duties.

ARTICLE 34
EFFECT OF AGREEMENT

34.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District. The District will negotiate bargainable issues relating to practices and procedures in compliance with EERA requirements.