

Agreement Between
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT



Ventura County Community College District
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AND



SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 99

Service Employees International Union
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July 1, 2016 - June 30, 2019

Table of Contents

ARTICLE I – EFFECTIVE DATES AND PARTIES TO AGREEMENT	3
ARTICLE II – RECOGNITION	3
ARTICLE III – EMPLOYEE RIGHTS, CHECKOFF, AND ORGANIZATION SECURITY ...	3
ARTICLE IV – SEIU RIGHTS	4
ARTICLE V – DISTRICT RIGHTS	6
ARTICLE VI – PERSONNEL FILES	7
ARTICLE VII – EVALUATION	8
ARTICLE VIII – HOURS AND OVERTIME	9
ARTICLE IX – SALARY	13
Working Out Of Classification.....	14
Classification Review.....	14
ARTICLE X – EMPLOYEES' EXPENSES, TOOLS AND UNIFORMS	15
ARTICLE XI – LEAVES	17
Bereavement Leave.....	17
Subpoena or Jury Service Leave.....	17
Sick Leave	18
Industrial Accident and Illness Leave.....	19
Part-Pay Sick Leave	20
Personal Necessity Leave.....	20
Compassionate Leave.....	21
Long Term Leave.....	21
Approved Absence Without Pay.....	22
Additional Leave for Non-Industrial Accident or Illness.....	22
Return Before Expiration of Leave.....	22
Change in Type of Leave.....	22
Educational Leave.....	22
Wellness Program Leave.....	23
Retraining Leave.....	24
Parental Leave.....	24
Release Time.....	24
Family Leave.....	25
Military Leave.....	25
Leave Donation Program.....	26
ARTICLE XII – HEALTH AND WELFARE BENEFITS	26
ARTICLE XIII – HOLIDAYS	28
ARTICLE XIV – VACATION	29
ARTICLE XV – TRANSFER AND REASSIGNMENT	30

ARTICLE XVI – GRIEVANCE PROCEDURE.....	31
Grievance Procedures.....	33
STEP I: Immediate Supervisor.....	33
STEP II: Vice President, Business Services or District Office Manager...	33
STEP III: College President or Appropriate District Office Manager.....	33
STEP IV: Chancellor.....	33
STEP V: Arbitration.....	33
ARTICLE XVII – SAFETY.....	34
ARTICLE XVIII – REDUCTION IN FORCE.....	35
Layoff Procedures.....	35
ARTICLE XIX – EFFECT OF AGREEMENT.....	36
ARTICLE XX – CONCERTED ACTIVITIES.....	37
ARTICLE XXI – TERM.....	37
APPENDIX A - SALARY SCHEDULE	
APPENDIX B - GRIEVANCE FORM	
APPENDIX C - CLASSIFIED EMPLOYEE EVALUATION FORM	
Guidelines For Classified Employee Evaluation	
APPENDIX D - CLASSIFIED EMPLOYEE SELF-EVALUATION FORM	
APPENDIX E - ALTERNATE WORK SCHEDULE AGREEMENT	

**ARTICLE I
EFFECTIVE DATES AND PARTIES TO AGREEMENT**

This agreement is made and entered into July 1, 2016, between the Ventura County Community College District (hereinafter referred to as "District") and Service Employees International Union, Local 99 (hereinafter referred to as "SEIU" or "the Union").

**ARTICLE II
RECOGNITION**

- 2.1 The District recognizes SEIU as exclusive representative for all regular, permanent and probationary, full-time and part-time merit system classified employees in Units "A" and "B" as certified by the Los Angeles Regional Director of the Public Employment Relations Board.
- 2.2 If, after the effective date of this Agreement, either SEIU or the District believes positions or classifications should be added to or deleted from the unit because of the creation of a new classification; the elimination of an existing classification; or a change in responsibilities in an existing position or classification, the parties shall, upon the request of either party, promptly meet and attempt to resolve such question of unit placement. If the parties are unable to resolve such question through such discussions, they shall, at the request of either party, jointly submit the matter to the PERB for determination.
- 2.3 Seasonal employees are regular classified employees by the terms of this Agreement whose assignment is less than or equal to six (6) months per year and who have two (2) or more periods of non-paid status between their periods of paid status within their regular working assignment.

Successive seasonal assignments may not be made within the same classification or have the same duties as the previous seasonal appointment within a department which would, if combined, be equivalent to a regular full-time or part-time assignment of more than six (6) months.
- 2.4 Provisional and limited term employees (Ed. Code, §§ 88105, 88106, 88107, and 88108) are not covered by the terms of this agreement. Provisional employees are hired only in the absence of an eligibility list. Successive provisional appointments shall not be made in the same classification within a department.

**ARTICLE III
EMPLOYEE RIGHTS, CHECKOFF, AND ORGANIZATION SECURITY**

- 3.1 The parties mutually recognize the right of all employees covered by this Agreement to join and participate in activities of SEIU, or to have SEIU represent them in their employment relations with the District, or to refuse to join or participate in the activities of SEIU or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.
- 3.2 Members of SEIU may submit to the Payroll Office, on forms supplied by SEIU and approved by the District, requests for payroll deductions of SEIU dues and for such other deductions as may have been requested by the Union, up to a maximum of three (3).

- 3.3 Funds deducted for SEIU dues pursuant to this article will be remitted to SEIU within five (5) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.
- 3.4 The District will provide SEIU with a statement accompanying the remittance, indicating the amount of dues deducted during the preceding pay period and the amount to be remitted to SEIU, with a list of employees for whom dues were deducted.
- 3.5 SEIU shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the provisions of this article.
- 3.6 Any regular classified employee who is not a member of the Union, or who does not make application for membership within thirty (30) days of the effective date of this article or within thirty (30) days of the commencement of employment, shall pay a service fee to the Union.

The obligation to pay a service fee may be met by a monthly deduction from the classified employee's wages and salary or, if the classified employee is a religious objector, by complying with the terms of Section 3.7.

- 3.7 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join the Union or pay a service fee. In lieu of a service fee, such employee shall be required to pay an amount equal to the service fee to a nonreligious, non-labor organization charitable fund exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code.

Any classified employee paying an amount equal to the service fee to one of the organizations above shall submit proof to the Union of such payments on an annual basis, as a condition of continued exemption from the requirement of financial support to the recognized employee organization.

- 3.8 If a classified employee covered by the terms of this agreement who claims a religious objection as provided for in Section 3.7 above does not make application for membership within the prescribed time and does not submit proof of payment to a charitable organization, the Union shall inform the classified employee of his/her obligation to do so. If, after proper notice, the classified employee does not comply with the provisions of Section 3.7, the Union shall notify the District. Upon receipt of such notice, the District shall withhold the service fee from the classified employee's wages and salary and submit such fee to the Union as specified in this article.

ARTICLE IV SEIU RIGHTS

- 4.1 SEIU shall have the right of access to areas in which employees work; the right to use institutional bulletin boards, mail boxes, District mail services, and other means of communication, provided that employees' work and District operations are not interrupted. The use of electronic communication must not interfere with District operations, including disrupting normal e-mail service or traffic flow of routine business related communications. SEIU shall have the right to use institutional facilities, provided that such use or access shall not interfere with nor interrupt normal District operations. Arrangements for use of District facilities shall be made in accordance with established District procedures.

- 4.2 On a quarterly basis, the District shall furnish SEIU with a current roster of employees in the bargaining unit, which includes name, date of hire, position number/location, job title, job classification, grade/step, next step date, percentage of load, number of months of employment, VCCCD mail address (if applicable), and home address. Within fifteen (15) days of commencing employment, the District shall provide the Union with the following regarding the new employee: name, home address, VCCCD e-mail address (if applicable), employee ID number, date of hire, job classification, position number/location, months per year, percentage of load, and grade/step.
- 4.3 In addition to other information to be provided under this article, District management shall make reasonable efforts to provide authorized SEIU representatives with access to all documents of public record that would assist SEIU in carrying forth its duties of representation and administration of this Agreement.
- 4.4 SEIU shall be entitled to an ex-officio representative at all public board meetings.
- 4.5 The District shall not implement any recommendation of any advisory committee in a manner that is inconsistent with the terms of this Agreement.
- 4.6 This Agreement shall be made available online on the VCCCD website.
- 4.7 SEIU may select and appoint three (3) stewards from each campus and one (1) steward from the District Administrative Center. SEIU may select and appoint one (1) Chief Steward. Reasonable release time will be provided for employee-steward consultations and for processing grievances. Any such release time shall be scheduled by mutual agreement of the steward and his or her supervisor so as to minimize interruption of the operations of the department while recognizing the needs of the impacted employee.
- 4.8 a. The committees listed below, or those established for the purpose of taking action on issues within the scope of bargaining as determined by the Education Employment Relations Act (EERA), shall have an SEIU appointed representative.
- Safety
District Council on Administrative Services (DCAS)
District Consultation Council
District Council on Human Resources (DCHR)
- b. The Chancellor/President or designee shall determine the need for classified representative(s) to all other new and existing committees and task forces not listed above in 4.8.a. The Chancellor/President or designee shall notify the Union and the Union shall notify all classified employees of the opportunity to serve and request volunteers. The Chancellor/President or designee and the Union shall jointly select the committee member.
- 4.9 The District shall notify the Union via e-mail of the proposed creation, modification and elimination of classifications and positions prior to Personnel Commission or Governing Board action. Notification for the purposes of this section shall be made as early as practical but not later than public notice/posting of Personnel Commission/Governing Board meeting agendas.
- 4.10 The District will plan training for managers and supervisors on the terms and conditions of the Agreement upon its ratification.

Within ninety (90) days of ratification of the Agreement, and annually at a mutually agreed upon time, two (2) hours of release time shall be granted to classified employees covered by this Agreement for training conducted by the Union on the terms and conditions of the Agreement.

- 4.11 The District shall include materials supplied by the Union in the packet given to all new employees within the scope of this Agreement. The packet shall be in a form ready for distribution by the District and include materials related to Union membership, benefits, and activities and employees' contractual rights and obligations under Article 3.
- 4.12 The Union shall be granted release time of up to forty (40) full-time hours (1.0 FTE) per week to be distributed among SEIU stewards as deemed appropriate by SEIU for District-related union business. Stewards granted release time under the provisions of this section shall not be eligible for additional District-paid release time for ASCC Health Benefits Committee meetings and as set forth in Section 4.8.a. At the start of each fiscal year, SEIU shall submit in writing to the Vice Chancellor of Human Resources its distribution of the 1.0 FTE. SEIU shall provide fifteen (15) working days' advance written notice to the Vice Chancellor of Human Resources of any changes in the distribution of the 1.0 FTE. SEIU may reimburse the District for additional release time for its stewards approved by the Vice Chancellor of Human Resources. The reimbursement is the cost of the employee's wages and benefits during this period of leave. The leave will not be considered a break in service.
- 4.13 Notwithstanding any other provisions of this agreement, upon sixty (60) days' notice from the Union, the District may grant a leave of absence of up to three (3) months to an employee for the purpose of participating in Union activities. The college or district administration, as applicable, will recommend approval or disapproval of the leave request. Any recommendation for disapproval shall include adequate documentation explaining why the leave should be denied. The Union will reimburse the District for the employee's wages and benefits during this period of leave. The leave will not be considered a break in service. The Union will not request such leave for more than one (1) employee per year.
- 4.14 The parties agree that employee-employer relations may be facilitated by meetings between Union representatives and the Chancellor or his/her designee and presidents. Either the Chancellor or his/her designee, the president or the Union may request to schedule meetings as needed. Such meetings are not intended to bypass the grievance procedure nor be considered as negotiations. No matters which are, at the time, the subject of negotiations shall be discussed during these meetings.

ARTICLE V DISTRICT RIGHTS

- 5.1 Except as expressly limited by a specific provision of this Agreement, the District retains the right, powers and authority exercised or had by it prior to the execution of this Agreement to adopt, modify, amend or rescind such policies, rules and regulations as the Governing Board deems necessary.
- 5.2 Except as limited by the terms of this Agreement and by applicable law, it is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and number of

personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency; and to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.

- 5.3 Reference to laws, policies, rules, codes, statutes, and regulations in this article shall not be deemed to make such matters subject to the Grievance Article of this Agreement.
- 5.4 A classified employee may be assigned to a committee as part of her/his job duties by the Chancellor/President when the functions of the committee require that classified employee's special job-related expertise.
- 5.5 The Union shall notify the Chancellor/President and Vice Chancellor, Human Resources, of any changes or substitutions for designated stewards.

ARTICLE VI PERSONNEL FILES

- 6.1 A single central personnel file for each employee in the unit shall be maintained in the District Human Resources Department.
- 6.2 Any item to be placed in the central file must be clearly identified as to its source, author, date of preparation, and its date of receipt by the District. Each item, its content or by other appropriate means, shall contain an indication that the employee initiated placement of the document in the file, or previously received a copy of the document, or otherwise received notice that the document was to be placed in such file. The foregoing requirements for notification shall not be applicable to documents defined as confidential under federal or state statutes. The date a document is stamped as received by the District Human Resources Department shall be considered to be the date of its placement in the central personnel file.
- 6.3 An employee covered by this Agreement, or an SEIU representative possessing written authorization from such employee to examine such employee's central personnel file, shall have access to such personnel file of such employee by appointment during regular business hours of the District. The employee may examine such file during a period when he/she is not actually required to render services to the District, or at such other mutually convenient time as the District and the employee shall jointly establish, including appointments for employees at outlying work sites. Once per fiscal year, the employee may have up to one hour of release time for the purposes of this paragraph. The employee or authorized Union representative may obtain copies of materials and documents contained in the file. Release of such material requires written consent of the employee.
- 6.4 An employee may inspect and reply to any item in his/her personnel file and this response shall be attached to the item. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review, with reasonable release time for such review, and the right to reply to such information.

- 6.5 Any document that is placed in an employee's personnel file in a manner that violates the provisions of this article shall not be used to directly or indirectly initiate any adverse action against such employee.
- 6.6 All persons, including an employee's supervisor and those considering employees for hiring or advancement opportunities examining a personnel file shall sign and date a log attached to each personnel file. Employees shall also receive written notice of this examination of her/his personnel file.
- 6.7 Negative information in the personnel file may be sealed as part of a settlement arising from a grievance or other administrative procedure mutually agreed to by SEIU and the Chancellor or Chancellor's designee. Access to such sealed material shall be limited to the employee and the Chancellor or Chancellor's designee. Negative materials which have given rise to a grievance shall be tentatively placed in the employee's personnel file but will not become a permanent record until the grievance has been resolved.
- 6.8 An employee's request that information pertaining to a disciplinary action be sealed after twenty-four (24) months from imposition shall be granted, provided there has been no other disciplinary documentation in the file in that time period. Such sealed material may be reopened and used at the discretion of the Chancellor or Vice Chancellor, Human Resources.

ARTICLE VII EVALUATION

- 7.1 Each year each permanent employee covered by this Agreement shall be evaluated by his/her immediate supervisor, and such evaluation shall be set forth on the *Classified Employee Performance Evaluation* attached hereto as Appendix C. An employee who has had more than one (1) supervisor in the previous year shall have a terminal evaluation prepared at the time of transfer, reassignment or promotion to another position. Each supervisor shall evaluate only for the time the employee was under his/her supervision. In the absence of a timely evaluation, employees shall be considered to have a score of at least "ME" (Meets Expectations) in all areas subject to the performance evaluation, except when an employee is on an extended leave, in which case their evaluation will be done in a timely manner upon their return.
- 7.2 Nothing herein shall prohibit the District from evaluating an employee more often than yearly if the District determines that such evaluation may result in improvements in the employee's performance. An employee serving a six (6) month probationary period after initial hire or after promotion shall be evaluated at the end of two (2) months, four (4) months, and five and one-half (5-1/2) months of such probationary period.
- 7.3 The evaluation shall be discussed with the employee by the evaluator. If the evaluator changes the rating as a result of the conference, a new evaluation form may be obtained from the District Human Resources Department. However, it is understood that the primary purpose of such evaluations is to be constructive and to help the employee achieve or maintain at least a "meets expectations" level of performance. An employee has the right to respond to his/her performance evaluation in writing to his or her supervisor within ten (10) working days of the issuance of the final performance evaluation and any such response shall be included with, and become part of, the performance evaluation record.

- 7.4 The performance appraisal system should communicate performance standards for the position and encourage growth and improvement of performance for the future. It is also understood that evaluation of an employee's performance should be an ongoing process, and the District supervisors shall discuss improvement needs with employees in a timely manner.

When it becomes apparent that an employee may receive a Needs Improvement (NI) or an Unsatisfactory (U) annual rating in any performance factor, prior to giving the employee such a rating, the immediate supervisor and the employee shall meet to discuss the employee's deficiencies and recommendations for improvement.

If an employee receives an "NI" or "U" rating on any performance factor on his/her evaluation, the evaluation must indicate the manner in which the employee is not meeting standards for the position; determine a "meets expectations" level of performance; and a specified time period in which the employee is expected to show improvement.

If dissatisfied with an "NI" or a "U" rating, and the employee has submitted a written response in accordance with Section 7.3, an employee may request a review at the next higher administrative level within ten (10) working days of submitting the written response.

- 7.5 Non-compliance with the procedures set forth in this article may be the subject of a grievance pursuant to the Grievance Article of this Agreement, but nothing herein shall be considered to make the content of any evaluation subject to such grievance procedure.
- 7.6 Employees who are in their probationary period or who received an "NI" or "U" on any performance rating in the most recent performance evaluation shall complete the *Classified Employee Self-Evaluation* (Appendix D). Completion of the *Classified Employee Self-Evaluation* is voluntary for all other employees.

ARTICLE VIII HOURS AND OVERTIME

- 8.1. The normal workweek for a full-time employee covered by this Agreement shall consist of five (5) days totaling forty (40) hours. Alternate full-time workweeks may be established by written agreement between the immediate supervisor and the affected employee, subject to approval of the department manager and college president or appropriate District Administrative Center manager and review by the District Human Resources Department.

Written agreement for regular alternative workweeks is established by signing the *Change in Personnel Status* form and the *Alternate Work Schedule Agreement* (Appendix E) form which identifies the type of schedule. Written agreement for temporary alternate workweeks is established by a memo and sign-off by both parties.

The District will make all reasonable efforts to accommodate requests for alternate schedules. Any denial of such request shall be based on the needs of the department or division and shall not be made on any discriminatory basis.

Pursuant to Education Code section 88026, the District has the right to establish work schedules for police classes in excess of eight (8) hours in a day wherein those hours in excess of eight (8) are exempt from overtime compensation. Hours in excess of forty (40) in the employee's workweek shall be compensated at the overtime rate.

- 8.2 Employees covered by this Agreement shall, to the extent consistent with the District's calendar and other operating requirements, be assigned a fixed and regularly-recurring schedule of days and hours.
- 8.3 Reductions in employees' regularly assigned hours shall, to the extent required by the Education Code, be treated as lay-offs under this Agreement.
- 8.4 Any part-time employee covered by this Agreement who works at least thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) or more consecutive working days shall have his/her regular assignment adjusted upward to acquire fringe benefits on a properly prorated basis.
- 8.5 When the District determines that it will be necessary to permanently assign additional hours of work to a part-time position at a work site, the additional hours shall first be offered to the employee at the work site in the appropriate classification who has not received an unsatisfactory evaluation on any factor in his/her most recent evaluation, and who has the greatest District seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees at the work site in the appropriate classification in descending order of District seniority.

The assignment of additional temporary hours to a part-time position within a department shall be first offered to the employee in the appropriate classification who has not received an unsatisfactory evaluation on any factor in his/her most recent evaluation, and who has the greatest seniority in the classification provided that the assignment of time does not constitute overtime and does not exceed nineteen (19) days. If the senior employee declines the assignment, it shall be offered to the remaining employees in the department in the appropriate classification in descending order of seniority.

- 8.6 Each employee covered by this Agreement who works a shift of five (5) hours or more shall receive at least a thirty (30)-minute duty free meal period, without pay, the length of such meal period to be determined by the District. Such meal period shall be scheduled by the employee's supervisor as close as practicable to the middle of the scheduled shift unless otherwise agreed to by the supervisor and the employee.
- 8.7 If an emergency or the District's requirement for twenty-four (24)-hour coverage of designated positions requires that an employee work through his/her scheduled meal period, and an alternate meal period cannot be scheduled more than two (2) hours prior to the end of the employee's scheduled shift, the meal period shall be counted as time worked for the day in which such meal period was missed.
- 8.8 Each employee covered by this Agreement who is scheduled to work a shift of three (3) or more consecutive hours shall receive a paid rest period of fifteen (15) minutes approximately mid-way during each four (4) hour period (or major portion thereof) during such shift. The employee's supervisor shall schedule or designate the time of such rest periods according to the requirements of the job.
- 8.9 Employees covered by this Agreement shall have the right to use lunchroom and restroom facilities at each work site.

- 8.10 The District may not require that an employee work overtime if such overtime will interfere with the employee's legal right to such time off as is necessary to permit the employee to vote in any federal, state, or local governmental election.
- 8.11 Overtime shall be considered as time worked in excess of eight (8) hours in any day (except when an alternate schedule has been agreed to under Section 8.1) or in excess of forty (40) hours in any calendar week. Increments of time worked shall be rounded to the nearest tenth (10th) of an hour for the accrual of overtime credit. Paid leave approved and taken during a workweek shall be considered as hours worked.
- 8.12 Overtime also shall be defined as any time worked on a sixth (6th) or seventh (7th) consecutive workday by an employee having an average workday of four (4) hours or more during his/her regular workweek; or any time worked on a seventh (7th) consecutive workday by an employee having an average workday of less than four (4) hours during his/her regular workweek.
- 8.13 Except as provided in Section 8.14 below, an employee who works overtime shall be compensated for all time worked at the rate of one and one-half (1-1/2) times his/her regular hourly rate of pay. The regular rate of pay includes all applicable pay differentials for work performed, and is based upon the employee's regular salary schedule placement at the time the overtime is paid, unless the overtime was earned when the employee was temporarily employed in a higher classification.
- 8.14 The supervisor and the employee may agree to compensation for overtime by the District granting compensatory time off in lieu of paid overtime, at the rate of one and one-half (1-1/2) times for all time worked. Non-exempted employees may accrue a maximum of two hundred (200) hours of compensatory time off. Non-exempted public safety employees may accrue a maximum of four hundred eighty (480) hours of compensatory time off. Such compensatory time off shall be granted within twelve (12) calendar months following the month in which the employee worked the overtime, or, if not granted within such period, shall be compensated for in the manner set forth in Section 8.13.
- 8.15 An employee who is required to work on any holiday specified in this Agreement shall be compensated at the overtime rate for all time worked, plus the regular holiday pay to which such employee otherwise would be entitled.
- 8.16 The District will make reasonable efforts to equitably distribute overtime among qualified employees within the job classification, regularly-scheduled shift and work unit where such overtime is required. Except in case of emergency, the qualified employee within the appropriate job classification and work unit who has the greater District seniority normally shall first be offered an available overtime assignment and, if such offer is declined, it shall thereafter be made to similarly situated employees in descending order of District seniority.

Qualified employee for the purposes of this section means an employee who does not have an unsatisfactory performance rating in factors of "Work Quality," "Work Habits," "Demonstration of Initiative and Judgment," "Safety," or "Punctuality and Attendance" in the most recent performance evaluation. Qualified employee may also mean an employee with specialized knowledge or certification required to perform the assignment. All overtime is subject to pre-approval of the department/division manager or designee.

Overtime opportunities shall be offered to employees as soon as possible when the need for overtime is reasonably foreseeable by management.

The District normally will not require an employee to work overtime unless all available qualified employees within the appropriate classification and work unit have declined the overtime assignment or are unavailable, in which case the required overtime assignment will be made in reverse order of District seniority.

Any employee may voluntarily waive his/her claim to equitable distribution of overtime, and will be removed from the overtime rotation. Any employee who declines three (3) consecutive offers for overtime assignments shall be removed from the overtime rotation. Any employee who has been removed from the overtime rotation shall be reinstated for consideration upon written request to the supervisor.

The immediate supervisor shall maintain a seniority list of employees by classification within the department and assign overtime by rotation based upon the seniority list starting with the most senior eligible person.

An employee who is ineligible for overtime due to performance may request a performance evaluation ninety (90) calendar days from the date of ineligibility.

- 8.17 Except as specifically set forth herein, nothing in this article shall be deemed to require the District to pay any employee for time not worked or to restrict the District's right to require the performance for overtime work.
- 8.18 Nothing in this Agreement shall be deemed to preclude persons not covered by this Agreement from performing the work of any employee covered by this Agreement subject to the Education Code. No classified employee shall be laid off from the District as a result of the implementation of this section.
- 8.19 Any employee covered by this Agreement who is regularly assigned a workday containing a split shift, shall receive a differential of fifty-five cents (\$.55) for each hour worked during such workday. A split shift is one in which there is a break of more than one (1) hour between the employee's assigned working times.
- 8.20 An employee covered by this Agreement whose regularly assigned work shift, or a major portion thereof, falls between 5:00 p.m. and midnight, shall be called a "swing shift" employee, and shall receive a differential of forty-five cents (\$.45) for all hours worked during such shift. An employee whose regularly assigned workday, or a major portion thereof, falls between midnight and 8:00 a.m., shall be considered a "graveyard shift" employee, and shall receive a shift differential of ninety cents (\$.90) for all hours worked during such shift. An employee who regularly receives such shift differential shall continue to receive such differential if temporarily assigned to a day shift for twenty (20) working days or less. Effective July 1, 2017, the swing shift differential will increase to sixty-eight cents (\$.68) for all hours worked during such shift, and the graveyard shift differential will increase to one dollar thirty-five cents (\$1.35) for all hours worked during such shift. Effective July 1, 2017, swing and graveyard differentials shall be adjusted annually by the percentage increase(s) applied to the classified salary schedule.
- 8.21 Any employee who is called back to his/her work site after he/she has completed a regularly scheduled shift, and who is called back after the employee has left the work site, shall be compensated for all hours worked at the applicable rate of pay but, in any event, shall receive not less than three (3) hours of pay for such call back at the

applicable rate of pay. Any employee who is called back to work after he/she has completed a regularly scheduled shift but is able to perform the work remotely (e.g., while at home) will be compensated for all hours worked at the applicable rate of pay but in any event, shall receive not less than one (1) hour of pay for such call back at the applicable rate of pay. Call back minimums do not apply to scheduled overtime or to situations in which an employee is called in to work early on a regularly scheduled workday and continues to work his/her regular shift.

- 8.22 Employees covered by this Agreement shall be given at least fifteen (15) working days advance notice of any change in their regular work schedule unless the change has been deemed an emergency by their supervisor, or by written mutual agreement. Prior to initiating any involuntary change in an employee's work schedule, the supervisor shall offer said work schedule to other employees able to perform the assignment. Involuntary schedule changes may only be made if there are an insufficient number of qualified volunteers available to work the schedule. At time of notification, the supervisor will meet, discuss and provide in writing the proposed change with the affected employee.

**ARTICLE IX
SALARY**

- 9.1 Effective July 1, 2017, there will be a one percent (1%) increase to the salary schedule.

- 9.1.A. To all active employees as of September 1, 2017, the District shall pay: a \$500 lump sum, prorated by individual FTE; and, the amount equivalent to 38.4% of the 2016/2017 health insurance premiums paid by each employee.

- 9.2 Employees covered by this Agreement who have sufficient continuous service with the District to qualify for longevity pay shall be compensated effective July 1, 2007 as follows: The percentage shall apply to Step 1 of Classified Salary Schedule #250.

Years of Service	10-14	15-19	20-24	25-29	30+
Yearly Amount	1.19%	2.37%	3.56%	4.75%	5.93%

- 9.3 Employees covered by this Agreement shall be paid once per month, on or before the last regularly scheduled working day of the month.
- 9.4 Any error in payroll computation resulting in insufficient payment to an employee covered by this Agreement shall be corrected, as soon as practicable, but not later than five (5) working days from notification.
- 9.5 If a pay check for any employee covered by this Agreement is lost for at least seven (7) days after issuance, such pay check shall be replaced upon notification.
- 9.6 Any employee covered by this Agreement who receives a promotion to a classification with a higher salary schedule shall have his/her salary adjusted to an appropriate step and range of the new classification in accordance with Personnel Commission Rules.
- 9.7 To accrue seniority or service credit in any month for the purpose of longevity pay or any other benefits provided by this Agreement, an employee must be in paid status for at least half of his/her regularly-scheduled working days in such month. Employees who are employed on the basis of ten (10) or eleven (11) months per year shall otherwise be treated as twelve (12)-month employees for determination of anniversary dates. Seasonal employees will accrue service and seniority for movement across the salary schedule, longevity or any other benefits provided by the Agreement based on days in

paid status during any fiscal year. Movement across the salary schedule shall occur in accordance with Personnel Commission Rules 293.2 and 293.3.

9.8 Working Out Of Classification

Supervisors are responsible for ensuring that employees' duties are consistent with their job specifications. In the event a supervisor temporarily assigns duties in a higher classification, the supervisor shall put such assignment in writing and indicate the duties and the length of the assignment. If the assignment is for more than five (5) working days within a fifteen (15) calendar day period, the employee shall be eligible for an adjustment on the sixth (6th) day. The employee will be placed on the first step of the higher classification to which he/she was assigned or the step in the higher classification that assures him/her of a one (1) step increase in pay during the period during which he/she works out-of-classification. In no instance shall an employee be assigned out-of-class for more than ninety (90) working days without the position being filled through Merit System procedures. Any employee who works out-of-class must meet the minimum qualifications of the classification in which he/she is temporarily assigned, per Personnel Commission Rule 299.

If a classified employee perceives she/he is performing duties outside of his/her classification for a period of more than five (5) days he/she shall notify his/her immediate supervisor and District Human Resources Department, in writing, of these duties on a district-provided form on or before the sixth (6th) day after the employee perceives he/she is working out of classification.

There shall be no change in the employee's Step Date while working out of class.

9.9 Classification Review

The Classification Review committee will consist of the Vice Presidents of Business Services (3), the Director of Employment Services/Personnel Commission, the Vice Chancellor, Business and Administrative Services, and a classified representative from each college and the District Administrative Center. This committee will review requests for individual desk audits for members of the classified service under the scope of representation of SEIU. The Director of Employment Services/Personnel Commission will vote only in cases of ties. All recommendations of the committee will be forwarded to the Vice Chancellor, Human Resources, for review and further action.

Action by the Vice Chancellor, Human Resources, will occur within thirty (30) days of receipt. This is a standing committee to review ongoing requests for reclassification only, not for general district-wide classification studies.

9.10 A classified employee who is assigned lead functions or supervisory responsibilities for a specific operating unit for a temporary period of time shall have his/her pay adjusted by the equivalent of two (2) steps on the salary schedule of the existing range for the duration of the assignment of duties. The assignment of these functions shall be at the discretion of the District. The assignment will not exceed ninety (90) working days or the length of extended absence of an employee, whichever is longer. Notice of availability of lead assignments will be posted within the department for five (5) working days. All interested employees within the department will be interviewed by the responsible

supervisor. Assignment of these functions on a permanent basis will be done within the provisions of the Personnel Commission rules.

- 9.11 a. Classified employees whose positions are assigned a bilingual differential by the Governing Board will be paid a 2.9% differential to their base pay.
- 9.11 b. Classified employees whose positions are assigned a pesticide applicator's differential by the Governing Board will be paid a 5.8% differential to their base pay.
- 9.11 c. Community College Police Officers will be paid a 5.8% differential to their base pay for field training officer responsibilities for the period of time they act in that capacity.
- 9.12 Either party shall have the right to re-open this Article for the 2018-2019 fiscal year upon written notice to the other party.
- 9.13 If, during 2016-2017 and/or 2017-2018, the District agrees with another bargaining unit to a greater general salary increase than that negotiated with SEIU herein, or to a lump sum payment greater than \$422,000 (which is the cost of 9.1.A., above), the District will grant an equivalent increase or lump sum to SEIU-represented employees.

**ARTICLE X
EMPLOYEES' EXPENSES, TOOLS AND UNIFORMS**

- 10.1 The reasonable cost of the purchase, lease or rental of any distinctive uniform required by the District, or other equipment, identification badges, emblems, and cards required by the District shall be borne by the District.
- 10.2 Provision of uniforms and equipment for persons in the classification of Community College Police Officer shall be governed by the following provisions:
 - a. The District shall supply, for each person employed in the capacity of Community College Police Officer, the following clothing items, with the individual officer to be responsible for their maintenance and replacement. Uniforms will be comparable in quality and design to those used by local law enforcement agencies.
 - Three (3) pairs of trousers
 - Four (4) shirts with District emblem
 - One (1) windbreaker jacket with District emblem
 - Rain gear
 - One (1) tie
 - One (1) hat with District emblem
 - One (1) belt
 - b. The District shall supply each qualified officer with the following equipment:
 - Badge
 - Flashlight
 - Police leather gear
 - Handcuffs
 - Baton

Department authorized handgun with appropriate ammunition
Department authorized less-lethal weapon(s)
Ballistic vest
Department authorized communications equipment

All necessary items and equipment in (a) and (b) above shall be supplied in proper working condition at the time the officer assumes duty. The District shall provide any necessary maintenance or replacement of the above equipment as needed on a prompt and timely basis.

- c. Community College Police Officers currently employed with the District shall receive a clothing or uniform allowance at the rate of \$875.00 per year, payable in October of every year. Such uniform allowance shall cover the replacement, upkeep, and maintenance of said uniform during the time of employment with the Ventura County Community College District. Upon separation from District employment, the Chief of Police, at his discretion, may require the officer to return to the District any uniforms or parts thereof in his/her possession at time of separation.

Each officer is required to wear his/her work uniform, properly laundered and of good appearance, during all working hours.

- 10.3 The District shall continue to provide all tools, equipment and supplies that it considers necessary for the performance of the work assignments of employees covered by this Agreement. The District shall not be responsible for loss, destruction, or damage to an employee's personal tools or equipment except to the extent set forth below.
- 10.4 The District shall reimburse an employee for any verified loss, damage or destruction of the employee's personal property suffered while the employee was acting within the scope and course of employment only pursuant to the provisions herein.

The District shall reimburse an employee for any verified loss, damage or destruction of the employee's personal property suffered while the employee was acting within the scope and course of employment only if the value of the personal property is more than \$20.00 and the employee took reasonable precautionary steps to protect the personal property.

The maximum reimbursement for the loss, damage or destruction of any item is \$300.00 including any vehicle.

- 10.5 Reimbursement for any vehicle is strictly limited to actual use during the employee's scope and course of employment and not while the vehicle is simply parked at a facility of the District.
- 10.6 The District shall reimburse the actual value of the item up to the maximum allowable amount of \$300.00. However, the District may choose to reimburse on the basis of reasonable repair cost if it is economical and feasible to do so, and the repair cost does not exceed the maximum allowable amount of \$300.00. Losses in excess of \$300.00 may be granted on an exception basis by the Governing Board.
- 10.7 A written request for reimbursement must be filed by the employee with the District Risk Management Office no later than fifteen (15) working days after the loss, damage or destruction of the employee's personal property. The employee shall submit evidence of

the loss, damage or destruction of the personal property, and the burden of proof in all cases shall be with the employee seeking reimbursement.

- 10.8 Reimbursement for any verified loss, damage or destruction of personal property shall be provided by the District only when prior written approval for the use has been approved by the department/division manager, president of the college, or the Chief of Police & Director of Safety/Risk Management or designee. All such prior approval shall be in writing. Exceptions to such prior written approval are limited to vehicles, purses or their equivalent and their contents (excluding jewelry), briefcases, eyeglasses, dentures, hearing aids, watches and articles of clothing worn or carried by employees. Prior written approval is necessary for all computers and related equipment and other electronic devices including those carried in the purse or purse equivalent.
- 10.9 If an employee receives any payment from an insurance carrier for any loss, damage or destruction of personal property for which the District gave reimbursement, the employee shall repay the District if such payment from an insurance carrier covers the same loss, damage or destruction covered by the District. The District shall have all rights of subrogation and the employee shall fully cooperate with the District in pursuing such rights.
- 10.10 These provisions shall not restrict an employee from bringing personal property on to the property of the District at the employee's own risk, and shall not restrict an employee from using personal property during the scope and course of employment at the employee's own risk.

ARTICLE XI LEAVES

11.1 Bereavement Leave

An employee covered by this Agreement shall be entitled to a leave with pay in the event of the death of any member of the employee's immediate family. Each leave shall be for a period not to exceed forty (40) hours for full-time employees, and pro-rated for less than full-time employees. The immediate family is defined as spouse, domestic partner, mother, father, sister, brother, son, daughter, grandfather, grandmother, uncle, aunt, niece, nephew, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, step child, step parent, step sister, step brother, or any relative of either spouse or domestic partner living in the immediate household of the employee.

11.2 Subpoena or Jury Service Leave

When an employee covered by this Agreement must be absent because of a mandatory court appearance, except as a litigant, said employee shall suffer no monetary loss by reason of said service.

- a. Fees, exclusive of mileage, paid by the court or party requiring the employee's appearance shall be paid to the District unless the fees are greater than the employee's salary, in which case the employee may retain the fees and be listed as absent due to personal business.

- b. A copy of the subpoena or a certificate of the clerk of the court must be filed with the absence report.
- c. Absence of an employee for a legal action in which he/she is a litigant may be classified as personal necessity.
- d. An employee regularly assigned to a swing shift and who attends a mandatory court appearance shall take the paid leave for the shift on the same day as the court appearance. An employee regularly assigned to a graveyard shift and who attends a mandatory court appearance during the day immediately following that shift shall take the paid leave on the shift preceding the court appearance. In no case can an employee receive any leave in excess of the days required for court appearance.
- e. An employee who is on jury duty and who is excused from such jury duty on a day when such employee otherwise would be regularly scheduled to perform services for the District, shall, as a condition of receiving compensation from the District under this Agreement, notify his/her supervisor and be prepared to perform work during his/her regular shift if the supervisor directs the employee to report for work and if the excuse from jury duty would permit the employee to report during at least half of such shift. The provision shall be applicable to employees on swing shift when such employees would be available to perform such services if they were assigned to a day shift.

11.3 Sick Leave

A full-time employee who is covered by this Agreement shall earn paid sick leave at the rate of eight (8) hours per month. The employee must be in paid status for at least half the working days in a month to accrue sick leave for that month. Employees who work less than twelve (12) months will earn the same number of sick leave days as the number of months he/she is employed.

11.4 Part-time employees covered by this Agreement shall earn sick leave at a rate proportional to the regular assignment as compared to a full-time position.

11.5 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

11.6 Credit for annual sick leave need not be accrued prior to taking such leave. A new employee of the District, however, shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

11.7 If an employee does not take the full amount of sick leave accrued in any year under sections 11.3 and 11.4 above, the amount not taken shall be accumulated from year to year.

11.8 An employee who cannot report for work because of illness or injury shall notify or ensure that someone else notifies the employee's supervisor as soon as the employee plans to be absent, but at least within an hour of the employee's scheduled start time. A voice mail message to the supervisor or message left with another responsible employee will fulfill this requirement if the supervisor is not available.

Employees in job classifications who are assigned to twenty-four (24)-hour coverage or positions that require back-up coverage should report absences as soon as possible to allow supervisory personnel to staff the shift.

- 11.9 An employee returning from any sick leave absence shall file a completed *Employee Absentee Report* form with his/her supervisor on the first day of duty following the absence. If the absence equals five (5) consecutive workdays or more, the employee shall attach a licensed medical professional's certification of illness and authorization to return to work to the absentee report. If the absence is for more than five (5) consecutive workdays, an employee shall forward a licensed medical professional's certification of illness and an expected date of return by the sixth (6th) day of absence. Any extensions must be certified by a licensed medical professional and forwarded to the immediate supervisor. An absentee report will be filed at the end of each month. The District may require a licensed medical professional's certification of illness and an authorization to return to duty for an absence of less than five (5) days when it has reasonable cause to believe that an employee is claiming sick leave for purposes not contemplated by this article, and has given the employee notice in writing that such certification will be required for a stated period of time.

11.10 Industrial Accident and Illness Leave

An employee who is injured while acting within the course and scope of his/her employment shall be entitled to industrial accident or illness leave for not more than sixty (60) days in any one (1) fiscal year for any one (1) such accident or illness. Utilization of such leave shall be subject to the following conditions:

- a. Such leave shall not accumulate from year to year.
- b. Such leave will commence on the first (1st) day of absence due to such industrial accident or illness.
- c. Payment for such leave shall not, when added to any award granted to the employee under the workers' compensation laws of the state, exceed such employee's normal daily rate of compensation.
- d. The amount of such leave will be reduced by one (1) day for each day of authorized absence regardless of any workers' compensation award to the employee.
- e. The continuation of authorized absence into a subsequent fiscal year shall not be deemed to extend or increase the sixty (60) days of leave available for such industrial accident or illness.
- f. Leave with pay because of industrial accident or illness shall first be charged to the above-mentioned sixty (60)-day leave provision before an employee is required to utilize any accumulated sick leave.
- g. If a leave with pay for injury or illness has been charged to an employee's accumulated sick leave, and if it is subsequently determined that the employee was injured while acting within the course and scope of his/her employment, all such leave previously charged to sick leave shall instead be charged to any remaining balance of such employee's industrial accident or illness leave before any further charges are made against the employee's accumulated sick leave.

- h. Utilization of such leave shall be subject to the employee's submission of a licensed medical professional's certification of illness or injury, and the effects thereof. Such certification shall be made by a licensed medical professional satisfactory to the District, provided that, if the District designates such licensed medical professional, it shall be responsible for the reasonable cost of the examination required for such certification.

11.11 Part-Pay Sick Leave

When a regular permanent classified employee is absent from his/her duties for a minimum of five (5) consecutive work days and has exhausted all full-pay sick leave due to illness or accident, whether or not the absence arises out of or in the course of employment, such days of paid leave in addition to those required elsewhere by this article shall be compensated at a rate of fifty (50) percent of the employee's regular salary beginning on the sixth (6th) day of absence provided each absence is certified by a licensed medical professional. Payment for the first (1st) thru fifth (5th) day of absence, under this section, will be paid if the employee provides a licensed medical professional's certification of illness in advance or is absent for a period of at least ten (10) consecutive days. Employees who are absent from work due to a catastrophic illness, injury, or family leave, and exhaust twelve (12) or more consecutive days of accrued sick leave; or employees who suffer from a documented chronic illness shall be eligible for part-pay sick leave beginning on the first (1st) day of such absence, provided the employee provides a licensed medical professional's certification of illness for the period of absence. The part-pay sick leave authorized under this section shall exclude any other paid leave, holidays, vacation, or compensating time to which the employee is entitled. This benefit shall be limited to a hundred (100)-day period for any illness or any fiscal year.

- 11.12 An employee's absence under any of the paid leave provisions of this article shall not be considered as a break in service, and the employee shall continue to accrue all seniority and benefits for which he/she is otherwise eligible.

- 11.13 An employee who is on an approved unpaid leave of absence for one (1) year or less, or whose employment is terminated voluntarily or by layoff and who returns to employment with the District within thirty-nine (39) months of such termination or layoff, shall be credited with all benefits and seniority accrued prior to the inception of such leave, termination or layoff, but shall not be credited for the accrual of any benefits or seniority during the period of such leave, termination, or layoff.

11.14 Personal Necessity Leave

Accrued full-pay sick leave may be used by an employee, subject to approval of the immediate supervisor in the following cases of personal necessity:

- a. Death of a member of his/her immediate family when additional leave is required beyond that provided for Bereavement Leave by this Agreement.
- b. Accident, involving his/her person or property, or the person or property of member of his/her immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

- d. Personal emergencies, which include recognized religious holidays, or serious illness involving a member of the immediate family.

Up to three (3) of the seven (7) days per year available to an employee for personal necessity leave may be used for personal necessities as determined by the employee. Notwithstanding the above, personal necessity leave shall not be used for any of the following purposes:

- (1) Participation in a strike, work stoppage, work slowdown, or any other labor disturbance;
- (2) Vacation;
- (3) Outside employment.

An employee must submit a request for personal necessity leave to his/her immediate supervisor reasonably in advance of the intended date of usage except where exceptional circumstances make such notice impractical. Employees will not be required to secure advanced approval for leave taken for the purposes set forth in subsections (a) and (b) above, or for the three days of leave referenced above in which an employee need not disclose the reasons for such usage.

The employee shall provide a written explanation for the need for personal necessity in excess of the three (3) days. The District may require an employee to provide written verification of the need for personal necessity leave in excess of the three (3) days.

11.15 Compassionate Leave

Any regular employee may be granted in any one (1) fiscal year a maximum of three (3) days leave (non-cumulative) without loss of pay to meet an emergency within his/her family which, in the judgment of the college president, (or department manager in the case of District personnel), necessitated the employee's presence in his/her home or at the scene of the emergency. The leave is to be granted only after other types of leave and vacation time has been depleted.

11.16 Long Term Leave

The Governing Board may grant a maximum of six (6) months leave without pay to permanent classified employees. An additional six (6) months maximum may be granted by another action of the Governing Board. Total leave without pay shall not exceed one (1) year.

The college or district administration, as applicable, will recommend approval or disapproval of the leave request. Any recommendation for disapproval shall include adequate documentation explaining why the leave should be denied. The leave request shall specify the purpose of the leave and, if the leave is for education or personal development training, the request should indicate how the selected program will enhance the employee's future performance and/or opportunities for advancement within the District.

Leaves shall not be granted for employment purposes outside of District service.

11.17 Approved Absence Without Pay

An approved absence without pay of up to ten (10) days may be granted to an employee with the advance approval of the employee's supervisor, the college president or designee or appropriate District Administrative Center manager. Leave of absence without pay will not be granted until all accumulated vacation, floating holidays, and compensatory time is utilized.

11.18 Additional Leave for Non-Industrial Accident or Illness

A permanent classified employee who has exhausted all entitlement to sick leave, vacation, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave without pay status through his/her supervisor with the recommendation of the college president or appropriate District Administrative Center manager, as applicable, for approval of the Governing Board. The Board may renew the leave of absence, at the request of the supervisor, for an additional six (6) months. Extension beyond the one (1) year limit on leave without pay will be considered by the Governing Board only in cases of extreme illness.

Upon recovery, an employee shall present written evidence satisfactory to the appointing authority of being released for return to duty. The employee shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her previous position.

If, at the conclusion of all applicable leaves of absence, and after all attempts to reasonably accommodate the job to the employee's known disability, the employee still is unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.

An employee who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

11.19 Return Before Expiration of Leave

Two (2) weeks' written notice and the approval of the Governing Board are required for an employee who desires to return to duty before expiration of an authorized leave of absence.

11.20 Change in Type of Leave

An employee may request to change from one type of paid leave to another with appropriate notice and certification of the cause of such a change. The affected employee shall notify or see that someone else notifies his/her supervisor at the earliest possible opportunity. Approval of the change request shall be at the discretion of the immediate supervisor.

11.21 Educational Leave

All permanent employees covered by this Agreement not participating in Wellness Leave shall be authorized to take one (1) course, including online courses, each academic session during the employee's regular work hours at any college within the Ventura County Community College District, or at any other accredited college or university, and

will have release time of up to three and one-half (3-1/2) hours from the work assignment to allow for travel time and class attendance. Courses selected must be applicable to unfilled degree requirements, or must be job-skill related.

If the course selected by the employee requires more than three and one-half (3-1/2) hours a week attendance, including travel time, the employee shall make up the additional time missed from his/her job assignment within the same work week.

Requests by an employee to take a class require approval of the immediate supervisor and the college president. Requests for District Administrative Center employees require approval of the supervisor and the Vice Chancellor, Human Resources. All reasonable efforts shall be made by the supervisor to ensure equity in the approval and scheduling of educational leaves. All requests require final approval of the Vice Chancellor of Human Resources to ensure the requests conform to the provisions of this Article of the Agreement.

Certification of obtaining a "C" or better must be provided within six (6) weeks of completion of the course. Failure to complete the course or pass with a "C" or better will cause an ineligibility for study leave for one (1) year. An exception to this is withdrawal from a course due to extenuating circumstances. A committee consisting of two (2) members of management appointed by the Chancellor and two classified employees appointed by the Union shall rule on requests for an exception based on a withdrawal due to extenuating circumstances. Exceptions will be granted by a majority vote.

All fees associated with enrollment in classes shall be borne by the employee. Enrollment fees for classes taken at VCCCD for professional development directly related to their position will be reimbursed by the District, subject to the conditions above. These include classes in a certificate or degree program that is part of professional development directly related to their position.

11.22 Wellness Program Leave

All permanent employees covered by this Agreement not participating in Educational Leave, shall be authorized release time of up to three and one-half (3-1/2) hours per week from the work assignment to allow for travel time and attendance to participate in one monitored wellness program during each academic session during the employee's regular work hours at any college within the District. Classes may consist of physical fitness, well-being courses, or other approved monitored programs such as college health science, dieting, substance abuse, in-service training and utilization of fitness centers at each college.

Requests by an employee to participate in a wellness program require approval of the immediate supervisor and the college president. Requests for District Administrative Center employees require approval of the supervisor and the Vice Chancellor, Human Resources. All reasonable efforts shall be made by the supervisor to ensure equity in the approval and scheduling of wellness program leaves. All requests require final approval of the Vice Chancellor of Human Resources to ensure the requests conform to the provisions of this Article of the Agreement.

11.23 Retraining Leave

The District shall grant a leave with pay to an employee who is undergoing District-designated retraining and who meets all of the following conditions:

- a. Such retraining is for the purpose of permitting the employee to cope with the new technological methods of performing the existing duties of the employee's classification.
- b. The retraining is only offered at a formal institution of education or training institute, or manufacturer's school and is not available at times or locations that do not conflict with such employee's regularly scheduled shift.
- c. The employee has been employed by the District for at least three (3) consecutive years preceding the need for such retraining.
- d. The employee has not had a leave of absence for retraining during the preceding three (3)-year period.

11.24 Parental Leave

Any employee covered by this Agreement shall be granted parental leave with full pay up to a maximum of five (5) working days following the birth of a child, or placement of a child in connection with the adoption or foster care of the child by the employee. This leave is inclusive of the fifteen (15) day leave provided for the pregnancy or convalescence from child birth. (P. C. Rule 336).

Employees who have exhausted all sick leave, including all accumulated sick leave, and continue to be absent due to pregnancy, convalescence from childbirth, the birth of a child, or placement of a child in connection with the adoption or foster care of the child by the employee may be eligible for up to 12 weeks of leave paid at no less than 50% of his or her regular salary per California Education Code section 88196.1. The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.

The twelve (12) month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the District will look back over the previous 12-month period to determine how much leave has been used in determining how much leave an employee is entitled to.

Parental leave taken pursuant to California Education Code section 88196.1 shall run concurrently with parental leave taken under the California Family Rights Act.

11.25 Release Time

Employees covered by this Agreement shall have release time for participation in a maximum of either one (1) course as addressed in Section 11.21 above AND one (1) voluntary college and/or District committee OR two (2) voluntary college and/or District committees. Maximum release time for any combination above shall not exceed 18 hours a month. Exceptions to this section may be approved by the college president/Chancellor with input from the Union.

11.26 Family Leave

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act ("CFRA"). Unless otherwise provided by this policy, "leave" under this policy shall mean leave pursuant to the FMLA and CFRA.

A. Amount of Leave

Eligible employees are entitled to a total of twelve (12) workweeks (or twenty-six (26) weeks for care for a covered servicemember) of leave during any twelve (12) month period. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

B. Use of Leave

Leave under the terms of FMLA and/or CFRA is unpaid. During the period of family care and medical leave, the employee may elect to use any combination of paid or unpaid leave.

C. Maintenance of Benefits

During the period of family care and medical leave, whether or not the employee elects to use any available paid leave, the employee shall continue to be entitled to participate in the District's medical and dental plans. If the employee fails to return from unpaid leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control, the employee will be required to reimburse any health plan premiums paid by the District during the period of leave. The District shall have the right to recover premiums through deduction from any sums due to the employee from the District (e.g., unpaid wages, vacation pay). The employee shall also continue to be entitled to participate in pension and retirement plans and/or any other welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the employee shall continue to be entitled to participate in these plans and the District may, at its discretion, require the employee to pay the premium for periods not covered by accrued leave.

11.27 Military Leave

The District will follow all state and federal laws regarding military leaves.

11.28 Leave Donation Program

The District agrees to form a Sick Leave Pool for classified employees with prolonged non-industrial injuries or illnesses. An employee may donate accumulated vacation, sick leave, or overtime compensatory time to the pool. An eligible employee for the purposes of this section is one who has (1) contributed to the pool during the current calendar year, (2) exhausted all accrued paid leaves, and (3) been approved to receive sick leave hours from the pool by the Sick Leave Pool Committee. Donations shall be in whole hour increments with a minimum of eight (8) hours. The value of the donation will be based upon the donating employee's hourly rate at the time of donation. Participating employees shall donate a minimum of eight (8) hours each calendar year. Employees may initially join the pool upon hire or during the month of January. Participation shall continue each year until withdrawn by the employee's written request, which must be done during the month of January. Employees may make additional donations of eight (8) hours or more when necessitated by the lack of available Pool hours. Employees leaving employment may not deposit accumulated sick leave into the pool. An employee shall become eligible to receive hours from the pool when, pursuant to Section 11.11 of this Agreement, the District's provision of one hundred (100) days of sick leave at half pay begins. The pool may provide up to one hundred (100) days of half-pay sick leave which will coincide with the District's provision of one hundred (100) days of half-pay sick leave. In addition, the pool may provide up to an additional twenty (20) days of full-pay sick leave.

The committee will be made up of a classified representative from each college, the District Administrative Center, and a member of management.

The committee will determine whether an employee may receive donations from the pool based upon the criteria set forth above.

ARTICLE XII HEALTH AND WELFARE BENEFITS

- 12.1 The District will, during the term of this Agreement, and subject to the remaining provisions of this article, continue to provide Blue Cross, Delta Dental, and vision coverage for eligible employees and their dependents, and life insurance for eligible employees under the existing plans or under such plans providing at least equivalent benefits as the District may designate after meeting and discussing with the Union.
- 12.2 An eligible employee who wishes to have health coverage provided through Kaiser or another HMO offered by the District, rather than through Blue Cross, may do so, provided the District's share of the cost for such coverage shall not exceed the amount it would otherwise contribute for Blue Cross medical and vision coverage under this Agreement. The deletion or addition of any federally qualified HMO to the options available to employees shall only be by joint agreement of the parties.
- 12.3 The employee bears the responsibility for meeting all requirements for eligibility in any plans offered by the District and for properly completing enrollment and/or application forms. All regular full-time, and fifty (50) % or more regular part-time, employees are eligible for the benefits as outlined in this article. Regular seasonal employees as defined in Section 2.3, employees less than 50% FTE, provisional, and limited-term employees are not eligible for benefits as outlined in this article.

- 12.4 a. Beginning July 1, 2017, the District will contribute \$18,643.08 per year (\$1,553.59/month) toward the payment of health benefits premiums.
- b. If plan modifications are not made, and in the event the adjustment to the contribution cap as described above is not sufficient to cover the annual aggregate premium rates for medical, dental, vision and life, then unit members eligible to participate in the District's offered health and welfare benefits plans shall be responsible to pay the difference in premiums. Should this occur, the difference in premiums a unit member is responsible for in order to maintain his/her coverage eligibility shall be collected through payroll deduction.
- c. Plan design modifications shall be determined by a committee with representation from the Union, management, and other non-represented groups. Failure to reach consensus will result in plan design modifications made upon agreement between the Union and the District.

12.5 For purposes of this Article, a full-time assignment is defined as employment for 30 hours or more per week for a twelve-month period (1560 hours per year).

- a. The District's contribution level shall be:

FTE	District Contribution Level
75 - 100% (1560-2080 hours/year)	The District will pay the full year contribution as set forth in Section 12.4.a.
50 - 74% (1040-1559 hours/year)	Prorated to match percentage of assignment. (Ex: if the employee's assignment is 60% of an FTE, the District shall contribute 60% of its contribution as set forth in Section 12.4.a.)
Below 50% (less than 1040 hours/year)	No contribution.

- b. Employees whose hours are reduced maintain their level of benefit coverage for 90 days after receiving notice of a reduction in hours.
- c. Employees hired prior to July 1, 2013, shall not have their current level of benefit coverage reduced as a result of the provisions of this article.
- 12.6 Payments of the District contribution for employees absent due to illness or injury of the employee shall be made until the expiration of paid illness leave or until the employment is terminated, whichever occurs first.
- 12.7 If, during the term of this Agreement, the District plans to secure coverage under a joint powers agreement, or determines to solicit bids for alternative benefit plans to replace Blue Cross, Delta Dental, or its vision plan, it shall, prior to advertising such bids, consult with the SEIU to assure that the bid specifications provide the levels of benefits provided by current plans.
- 12.8 a. Employees hired prior to July 24, 1990, who are employed by the District at the time of retirement, shall be retained on the District health, vision and dental insurance which is in effect for active employees, with premiums paid by the

District in accordance with Sections 12.4 and 12.5, provided that such persons have a minimum of ten (10) years of service with the District and have attained an age and years of service equal to or greater than seventy-five (75). The minimum age for retirement is fifty (50). Any modifications to the plans or contributions required of active employees shall be required of retirees.

The District shall conduct exit interviews, prior to employee's retirement, during which time medical coverage is explained, and eligible employees hired prior to July 24, 1990, are encouraged to enroll in Medicare.

- b. Those retired individuals who meet the conditions listed in "a." above, who were hired July 24, 1990, or after, shall be provided with a Medicare Supplemental Plan at the age of sixty-five (65). Premiums for such Medicare Supplemental Plan shall not exceed the amount listed in Sections 12.4 and 12.5. The District shall conduct exit interviews, prior to employee's retirement, during which time medical coverage is explained and eligible employees are advised of their obligation to enroll in Medicare Parts A and B.
 - c. Eligible employees hired between July 1, 2000, and June 30, 2005, who meet the age and years of service provisions of this section, and who retire, shall be retained on the District medical, dental and vision plans to age sixty-five (65) subject to Sections 12.4 and 12.5. Upon attainment of age sixty-five (65), or eligibility for Medicare, those retirees have the option of conversion to the District's Medicare Supplemental Plan, with premiums paid by the retiree.
 - d. Employees hired on or after July 1, 2005, and who have a minimum of ten (10) years of service, and who meet eligibility requirements for retirement, may continue to participate in the District health plans to age sixty-five (65), with the cost paid by the retiree.
- 12.9 Spouses of deceased classified employees shall be given a thirty (30)-day grace period during which the District will continue to offer District-paid health and welfare benefits at the same pro-ration as if active. Classified employees receiving a PERS disability allocation and who, prior to receiving the disability allocation, have served the District a minimum of ten (10) years, shall have the option of retaining membership in the District's group health insurance plan, with premiums to be paid by the individual.
- 12.10 Either party shall have the right to re-open this article for the 2018-2019 fiscal year upon written notice to the other party.

ARTICLE XIII HOLIDAYS

- 13.1 During each year of this Agreement, eligible employees in the units shall receive the following holidays:

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday Following Thanksgiving
- Christmas Eve

Christmas Day
New Year's Eve
New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Two (2) Floating Holidays (See Section 13.3)

- 13.2 Scheduling of any floating holiday shall be by mutual agreement between the employee and his/her supervisor, and the employee shall provide at least two weeks' notice of the date desired for such floating holiday unless the employee and his/her supervisor mutually agree to waive such notice.
- 13.3 Employees must have attained permanent status to be eligible for floating holidays.
- 13.4 Seasonal and less-than-twelve (12)-month employees must be in paid status the day before or day after the scheduled holiday to be eligible for the paid holiday. For the December 25 and January 1 holidays the seasonal or less-than-twelve (12)-month employee must be in paid status for at least one (1) day in the months to be eligible for those two (2) holidays. If a seasonal or less-than-twelve (12)-month employee is in paid status on the last working day before the winter holiday break, the employee is eligible for pay for the entire holiday period including the non-cumulative vacation days as outlined in Section 14.5.
- 13.5 All holidays are eight (8) hours of regular pay for full-time employees, with part-time employees paid on a prorated basis. Employees working a voluntary alternate work schedule may use compensatory leave or vacation time to offset the eight (8) hours of holiday pay when holidays occur on scheduled work days which consist of more than eight (8) hours. Employees working a voluntary work schedule who do not have compensatory leave/vacation hours available for offsetting may revert to a standard eight (8) hour day/forty (40) hour work week during the week in which the holiday falls, provided this schedule has been mutually agreed upon in writing by the employee and her/his supervisor.

ARTICLE XIV VACATION

- 14.1 Full-time employees who are covered by this Agreement, and who are in paid status for eleven (11) or more days on each relevant calendar month, shall earn paid vacation as follows:
- a. Six (6) months through three (3) years of continuous service: eight (8) hours per month.
 - b. More than three (3) years through ten (10) years of continuous service: ten (10) hours per month.
 - c. More than ten (10) years of continuous service: thirteen point three (13.3) hours per month.

Full-time seasonal employees who are covered by this Agreement and who are in paid status for eleven (11) or more days in each relevant calendar month, shall earn paid vacation as follows:

- d. Six (6) months through thirty-six (36) months of paid service: eight (8) hours per month.
 - e. Thirty-six and one-half (36½) months through one hundred twenty (120) months of paid service: ten (10) hours per month.
 - f. One hundred twenty and one-half (120½) months or more of paid service: Thirteen point three (13.3) hours per month.
- 14.2 Part-time employees covered by this Agreement shall earn vacation and have a maximum total of accumulated vacation on a pro-rated basis in the same proportion as their regular assignment has to a full-time assignment.
- 14.3 Insofar as practicable and consistent with the needs of the District, vacation shall be granted at a time most desired by employees. If conflicting vacation requests of employees in a department must be reconciled, preference shall be given to the timely requests of employees having the most continuous service with the District.
- 14.4 Vacation not taken in one year may be accumulated to the next year. Each July 1, if the accrued vacation hours exceed 240 hours, no additional vacation hours will accrue until the month after the balance is 240 hours or less. Employees may submit to their immediate supervisor, by July 30 each year, an annual vacation plan that demonstrates how they will keep their accrual under the maximum limit. Once approved in writing, if the supervisor modifies the plan during the year causing the employee to reach the maximum limit and stop accruing vacation, the employee may request an exception to the maximum limit. Such a request is available only to those employees who have an approved annual vacation plan on file with the supervisor. Such hour limit may be extended and lost accrual restored by the Vice Chancellor, Human Resources, after he/she coordinates a plan that is acceptable to the employee and supervisor. The submission of a plan does not restrict the employee's right to submit a modified plan as needed.
- 14.5 All employees (see Section 13.4) shall receive three (3) additional vacation days in the same ratio as their normally assigned time, non-cumulative, to be taken only during the three (3) days between Christmas and New Year's Eve. In the event that management determines the presence of an employee is required to maintain essential services during the three (3) allotted vacation days, compensatory days will be granted as soon as practicable after the need for such essential services ceases to exist.

ARTICLE XV TRANSFER AND REASSIGNMENT

- 15.1 As used in this article, the term "transfer" means a change of college location of an employee within the same job classification, and a "reassignment" means a change of department or work location at the same college and within the same job classification. An employee's relocation to voluntarily accept a promotion is not covered by this article.

- 15.2 When the District determines it is necessary to fill a vacant position, the Personnel Director shall certify to the appropriate supervisor a list of qualified candidates plus a list of all transfer or reassignment applicants. The term "candidate," as used in this article, includes applicants for reemployment, promotion and initial employment with the District.
- 15.3 Notice for all vacant positions for which a valid eligibility list is on file will be posted in prominent locations at each college and the District Administrative Center for a period of not less than five (5) working days before the Office of the Personnel Commission referral of lists of candidates or applicants is sent to the appropriate supervisor. Employees interested in transferring or being reassigned to the vacant position will be considered as having filed a timely application if it is received in the Office of the Personnel Commission by the closing date posted on the Weekly Job Announcement. Notice for vacancies which require an active recruitment/testing process will be posted for a period of at least five (5) working days before the application deadline. All applications will be considered timely if received in the Office of the Personnel Commission prior to the application deadline.
- 15.4 Involuntary transfer normally will not be undertaken except in lieu of layoff or for similar reasons resulting from a lack of work or relocation of programs. Before an employee covered by this Agreement is involuntarily transferred, the District will make all reasonable efforts to accomplish the necessary reallocation of personnel through voluntary transfer or reassignment. Involuntary transfers of employees in the appropriate classification and possessing needed qualifications for the vacant position at relevant job sites, departments, and colleges shall be by reverse order of District seniority, and shall not be undertaken as a form of discipline. Nothing in this section shall require the District to undertake a transfer or reassignment in lieu of layoff.
- 15.5 Reassignments of employees covered by this Agreement are the responsibility of management at the relevant college or District Administrative Center, provided that such employees shall not be reassigned in an arbitrary or capricious manner.
- 15.6 The Office of the Personnel Commission shall maintain eligibility lists for certification for vacant positions based upon the results of open and promotional examinations. The promotional candidates passing all parts of the examinations shall receive one (1) point additional credit for each year of service in the District up to a maximum of five (5) points for service of five (5) or more years in the District. A year's service in the District shall be calculated as twelve (12) months service from the employee's date of hire as a probationary employee.

ARTICLE XVI GRIEVANCE PROCEDURE

- 16.1 It is the intent of the parties to this Agreement that any complaint which might later constitute a grievance be resolved at the earliest practicable stage. Therefore, every effort to resolve such complaints through informal conferences between the parties involved should be made.
- 16.2 A grievance is a claim by an employee or group of employees alleging a violation, misinterpretation or misapplication of the terms of this Agreement.

- 16.3 For the purpose of this procedure, a grievant is an individual employee. A grievance may be instituted by an individual employee, by a group of employees, or by SEIU. Any grievant shall be entitled to an SEIU representative at any stage of the grievance procedure. Nothing herein shall preclude any grievant from filing and processing his/her grievance with the assistance of a representative.
- 16.4 A grievance shall be submitted on the grievance form appended hereto as Appendix B. Either an original printed form in Appendix B or a computer-generated facsimile with original signatures will be acceptable.
- 16.5 No employee submitting a grievance with the assistance of a representative shall be required or requested at any stage of the grievance procedure to discuss privately with any District manager any aspect to the submitted grievance without the presence of such representative.
- 16.6 All reasonable effort should be made to schedule meetings to discuss grievances pursuant to this grievance procedure so as to minimize disruptions of work assignments. The grievant and one steward may attend such meetings with District management without loss of compensation. The Chief Steward or his/her designee may attend such meetings at Step IV without loss of compensation.
- 16.7 No grievance shall be resolved without first affording SEIU an opportunity to review the grievance, all evidence presented, and its proposed solution. If SEIU feels the District and an individual grievant have settled a grievance in a manner inconsistent with the Agreement, it may provide the District with written notification of its objection, and would not be bound by such settlement in future grievances of a similar character. Nothing herein shall be deemed to preclude the filing of a grievance by an individual employee who is adversely affected by such a settlement.
- 16.8 If it appears that the same grievance or substantially the same grievance has been submitted by more than one employee, the parties shall meet and attempt to agree upon a procedure for the handling of such grievance. If the parties agree that such grievances are sufficiently similar to create reasonable probability that a resolution of one may produce results that should be equally applicable to all such grievances, the grievances may be consolidated for processing as a single grievance, provided any employee whose grievance is affected by such consolidation shall be notified of the proposed consolidation and may, within five (5) working days after receipt of such notice, provide the District and SEIU with written notice of his/her election to have his/her grievance processed separately.
- 16.9 Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to; provided, however, that any such requirements or time limits may be extended or waived by the expressed written agreement of the parties. If the District's authorized representative fails to answer a grievance within the time limits specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance to the next step of the grievance procedure. Failure by the grievant to appeal a decision within the specified time limits shall be deemed as acceptance of the decision, and the grievance is terminated.

16.10 Grievance Procedures

A grievance must be submitted within fifteen (15) working days after the grievant first knew, or by reasonable diligence should have first known, of the condition(s) upon which the grievance is based. SEIU and the District may mutually agree to waive specific steps in the grievance process when deemed appropriate or to return a grievance to a previous step.

- a. **STEP I: Immediate Supervisor**
The aggrieved employee shall first informally discuss the grievance with his/her immediate supervisor. The immediate supervisor shall render a verbal decision upon the grievance to the grievant as expeditiously as possible, but in no event more than ten (10) working days after the informal conference.
- b. **STEP II: Vice President, Business Services or District Office Manager**
If the grievant is not satisfied with the decision in Step I, he/she may appeal in writing on the appropriate form the decision within five (5) working days after the receipt of the decision in Step I to the Vice President of Business Services or the appropriate District Office Manager under whose jurisdiction the grievance occurred. The Vice President/District Administrative Center manager shall render a written decision to the grievant within ten (10) working days after submission of the appeal.
- c. **STEP III: College President or Appropriate District Office Manager**
If the grievant is not satisfied with the written decision in Step II, he/she may appeal the decision within five (5) working days after the receipt of the written decision to Step II to the college president or the appropriate District Administrative Center manager. The college president/District Administrative Center manager shall, upon request, meet promptly with the grievant to discuss the grievance. The president/District Administrative Center manager shall render a written decision to the grievant and SEIU within ten (10) working days after submission of the appeal.
- d. **STEP IV: Chancellor**
If the grievant is not satisfied with the written decision in Step III, he/she may appeal the decision within five (5) working days after the receipt of the written decision in Step III to the Chancellor. The Chancellor or his/her designee shall, upon request, meet with the grievant and his/her representative in an attempt to resolve the grievance. Within five (5) working days after such meeting, or within ten (10) working days after receipt of the appeal, whichever is applicable, the Chancellor shall render his/her written decision.
- e. **STEP V: Arbitration**
 1. If the grievant is not satisfied with the written decision in Step IV, the Union may, within twenty (20) working days after receipt of the written decision in Step IV, notify the Chancellor or his/her designee in writing of the request to have the grievance submitted to advisory arbitration.
 2. SEIU and the District shall attempt to agree upon an arbitrator and, if no such agreement can be reached, the parties shall jointly request that the California State Mediation and Conciliation Service supply a panel of

seven (7) names of arbitrators. The parties shall thereafter meet and determine the choice of first strike from such a list by lot, and alternately strike names from such list until a single name remains.

3. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the SEIU. All other expenses, including fees for witnesses, or the costs of substitutes for witnesses, shall be borne by the party incurring them.
4. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a summary of the issues, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall first rule on the jurisdiction of the issue.
5. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
6. The arbitrator shall promptly render his/her decision to the parties. The decision of the arbitrator is final and binding.

ARTICLE XVII SAFETY

- 17.1 The District will provide a safe working environment for employees. On a quarterly basis, the District will provide training for new employees in emergency preparedness, evacuation, and behavioral reporting. The District will also provide annual training and drills in emergency preparedness, evacuation and behavioral reporting that is mandatory for all classified employees. All new employees shall be given a chain of command reporting structure by his/her immediate supervisor that will reflect notification of immediate supervisor or any other entity with authority to correct unsafe conditions as described in Section 17.2.
- 17.2 Any employee who observes a condition in the working environment that he/she feels is unsafe and creates any imminent danger of harm to any person, should immediately take whatever action may be necessary or appropriate to have such condition corrected and to notify his/her immediate supervisor of the existence of such condition. Employees should also notify the appropriate immediate supervisor regarding any other unsafe condition. Nothing herein shall be deemed to preclude such employee from contacting any other entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 17.3 If any employee has notified his/her immediate supervisor of an alleged unsafe working condition, and the employee feels District management has failed to take appropriate corrective action, the employee may submit a written statement of alleged condition and any proposed corrective action to the College Director of Facilities, Maintenance and Operations. At the District Administrative Center, the report will be forwarded to the Risk Management Office. The District shall then take appropriate corrective action or forward the complaint to the Vice President, Business Services, or Vice Chancellor, Business and Administrative Services, at the District Office.

Ergonomic concerns should be forwarded to the immediate supervisor who will contact Human Resources, who will engage the services of an ergonomic specialist.

- 17.4 The District will continue its practice of providing health services to employees for emergency medical treatment on the same basis upon which such services are made available to the students.

ARTICLE XVIII REDUCTION IN FORCE

- 18.1 The District shall notify the Union of layoffs prior to Governing Board action or upon mailing of layoff notices, whichever is earlier. The District agrees to meet and consult with the Union to discuss alternatives prior to written notification to the employee. If no alternative is reached, then the employee will be given a sixty (60)-day notice of layoff and will be requested to respond in writing within two (2) weeks of receiving notice as to whether he/she will accept the layoff or invoke bumping rights. (See Ed. Code, § 88014.)

In the event of a layoff, the procedures are as follows:

- a. The District shall create and provide to SEIU a seniority list for each impacted classification.
 - b. Employee will be given a sixty (60)-day notice of layoff and will be requested to respond in writing within two (2) weeks of receiving notice as to whether he/she will accept the layoff or invoke bumping rights.
 - c. Time in class shall be determined by date of hire in classification.
 - d. An employee may bump the least senior employee in his/her present classification who has an equivalent percentage of full-time employment in paid status (i.e. months and hours) if no equivalent vacancy exists. If there is no equivalent FTE position, the employee may bump the least senior employee with the next lower FTE. In no event can the employee bump into a higher FTE status.
 - e. The least senior employee in the classification may bump into a lower classification if he/she holds permanent status in the lower classification and there is an employee in the lower classification with less seniority.
 - f. The employee being bumped from a position will be given a sixty (60)-day notice of layoff, and the procedures followed are the same as in "b," "c," and "d," above.
 - g. When the District eliminates a filled position at a department/division where positions are held by employees in the same classification and funding source, positions in the same classification and funding source will be eliminated in reverse order of seniority.
- 18.2 An employee who has been notified that his/her position is being eliminated may request the following actions in lieu of bumping or layoff:
- a. May request a transfer to a vacant position on the same level or a reassignment to a lower level for which he/she may have some essential skills to perform the duties.

- b. A vacant position is defined as a regular permanent position which the District determines is critical and must be filled. The employee may request to perform work that is being performed by provisional or limited-term employees and the District has determined is critical and must be performed.
- c. The employee shall notify the District should any proposed position be unacceptable.
- d. The District will send names to the supervisor for interviewing. The supervisor will determine the skill levels necessary to perform the tasks available and will select or not select a candidate.
- e. An employee transferred or reassigned to a lower classification shall serve a probationary period, and the supervisor shall make a recommendation on permanent status on the final probationary evaluation.
- f. An employee who transfers or accepts reassignment to a lower level classification in lieu of layoff shall have the right of reinstatement to his/her former position for a period of twenty-four (24) months in addition to the thirty-nine (39) months reemployment rights (Ed. Code, § 88117).

18.3 Any employee who is laid off with no other alternative for employment within the District shall be offered any temporary hourly position with similar duties or responsibilities being performed at their location of employment.

**ARTICLE XIX
EFFECT OF AGREEMENT**

- 19.1 Unless expressly stated otherwise herein, all conditions of employment including, but not limited to, hours, compensation, and working conditions in effect in the District prior to and at the time this Agreement is signed are null and void.
- 19.2 The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through bargaining and that the understandings and agreement arrived at after the exercise of that right and opportunity are set forth herein.
- 19.3 The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 19.4 Should any article, section, or clause of this Agreement be declared illegal by the final judgment of a court of competent jurisdiction, or rendered invalid by any existing or subsequently enacted legislation, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

In the event of such judgment or invalidation, at the request of either party, the Union and the District agree to meet and negotiate the judgment or invalidation in order to attempt to arrive at a mutual agreement on any relevant issues created by the deleted article, section, or clause.

ARTICLE XX CONCERTED ACTIVITIES

- 20.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, sick-out, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by SEIU or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 20.2 SEIU recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the District by employees who are represented by SEIU, SEIU agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 20.3 The Board and SEIU agree that all differences between them shall be resolved by the orderly procedures provided herein, or shall remain unresolved in the event of inability to agree and that the college program shall not be interrupted by SEIU or by employees represented by SEIU, and that neither it nor they will participate in, encourage, or support any interruption of services in whole or in part from the full, faithful and proper performance of employees' duties.
- 20.4 SEIU agrees that it will neither take, nor threaten to take, any reprisals, directly or indirectly, against any supervisory or administrative personnel, or Board members of the District, regarding any action on the part of such persons in the official exercise of their duties or the administration of this contract or any other lawful activity.
- 20.5 Violation of this Agreement by SEIU or by any employee or group of employees shall constitute just cause for discharge, or other discipline and/or penalties to be determined by the Board.

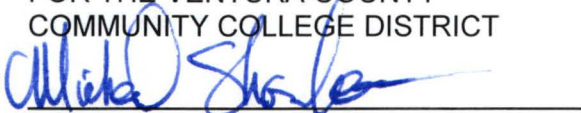
ARTICLE XXI TERM

- 21.1 Except as otherwise provided in this Agreement, the term of this Agreement shall be from July 1, 2016, to June 30, 2019.
- 21.2 In the event that either party hereto desires to negotiate the provisions of a successor Agreement, such party shall serve upon the other, during the period from December 15, 2018, to January 15, 2019, its written request to commence negotiations as well as its proposals for any modifications or alterations of this Agreement that it proposes to include in such successor Agreement. Any article or section of this Agreement that either party does not propose to amend shall be presumed to be jointly proposed for continued inclusion in any successor Agreement. Upon receipt of such written notice and proposal, the other party shall promptly prepare and submit its proposals, and negotiations shall begin thereafter no later than March 1, 2019. Either party shall have the right to re-open Article 9 (Salary) and/or Article 12 (Health and Welfare Benefits) for the 2018-19 fiscal year upon written notice to the other party.

IN WITNESS WHEREOF:
SIGNATURES

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as a mutual recommendation to the Governing Board.

FOR THE VENTURA COUNTY
COMMUNITY COLLEGE DISTRICT

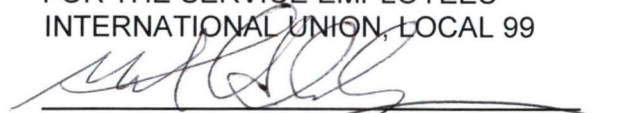


Michael W. Shanahan, Esq.
Vice Chancellor, Human Resources



David El Fattal, Ed.D.
Vice Chancellor, Business and
Administrative Services

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 99



Michael Haberberger, Chief Negotiator



Olivia Long, Chief Steward



Lori Annala



Dana Boynton



Consuelo Campos



Daniel Casey



Dina Pielat



Felicia Torres



Maria Urenda

On the 17th day of October 2017, the Governing Board of the Ventura County Community College District voted, by the following votes, to approve the above Agreement, in its entirety:

- Trustee Blum..... Yes
- Trustee Hernández Yes
- Trustee Kennedy..... Yes
- Trustee McKay..... Yes
- Trustee Perez..... Yes

Attest: 

Greg Gillespie, Chancellor
Secretary to the Governing Board

Reflects 1% increase
Over 2016-2017
(effective 7/1/17)

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
Human Resources Department**

**2017-2018 CLASSIFIED EMPLOYEES SALARY SCHEDULE (UNITS A & B)
(Effective July 1, 2017)**

Salary Schedule Level	Classification
170	Zoo Day Camp Counselor
180	Admission and Records Assistant I (Seasonal) Bookstore Cashier Bookstore Cashier (Seasonal) Business Office Assistant I Business Office Assistant I (Seasonal) Proctor
190	Admissions and Records Assistant II (Seasonal) Box Office Assistant Communications Assistant Online Services Support Assistant (Seasonal) Student Services Assistant I (Seasonal)
200	Office Assistant Office Assistant (Seasonal) Student Health Center Assistant I
205	Child Development Assistant Custodian Library Assistant
210	Evening and Weekend Activities Attendant Grounds Maintenance Worker Performing Arts Center Assistant Safety Officer Student Services Assistant II Support Services Assistant-Disabled Students Support Services Assistant-Disabled Students (Seasonal)
215	Bookstore Stock Assistant (Seasonal) Bookstore Stock Assistant Kiln Operator Warehouse Assistant Zoo Operations Assistant

Salary Schedule Level	Classification
220	Accounting Technician Accounts Payable Technician Career Services Specialist Child Development Associate Dental Hygiene Administrative Assistant Financial Aid Technician Instructional Assistant-Assistive Technology Center Instructional Assistant-Disabled Students Instructional Assistant/Job Coach Instructional Assistant-Machine Shop Instructional Assistant-Multi-Clerical Instructional Assistant/Nursing Instructional Assistant/Technology Lead Custodian Physical Education/Athletic Equipment Manager Purchasing Assistant Sign Language Interpreter Student Health Center Assistant II Zoo Enrichment Technician
225	Grounds Athletic Field Specialist Grounds Equipment Operator/Mechanic Sprinkler Repair Technician
230	Administrative Assistant Admissions and Records Technician Career Resources Specialist I Clinical Simulation Specialist Costume Technician Curriculum Technician Disability Services Technician EOPS/CARE Technician Grant Accounting/Administrative Assistant Graphics Data Technician Human Resources Assistant Information Technology Help Desk Assistant Instructional Lab Technician I-Culinary Arts and Restaurant Management Instructional Lab Technician I-Emergency Medical Technician (EMT) Instructional Lab Technician I-Learning Center Instructional Lab Technician I-Learning Resources Instructional Lab Technician I-Office Technology Job Developer - Disabled Students Job Developer - Mental Health Learning Disability Technician Learning Disability Technician (Seasonal) Library Technician Maintenance Worker I Maintenance Worker/Warehouse Operator Payroll Technician Performing Arts Center Technician I
235	Sports Information Specialist

Salary Schedule Level	Classification
240	Bookstore Operations Assistant Career Resources Specialist II Community Services Specialist Graphic Communications Technician Lead Child Development Associate Senior Accounting Technician
245	Community Development and Institutional Advancement Specialist
250	Assistant Athletic Trainer Carpenter Disability Services Specialist/Interpreter Financial Aid Specialist Financial Aid Technology Support Specialist Fire Academy Equipment Technician Instructional Lab Technician I-Automotive Instructional Lab Technician I-Ceramics Instructional Lab Technician I-Construction Technology Instructional Lab Technician I-Exotic Animal Training and Management (EATM) Instructional Lab Technician I-Photography Instructional Lab Technician II-Learning Resources Instructional Lab Technician II-Paramedic Instructional Technology Support Assistant Locksmith Maintenance Worker II Painter Performing Arts Center Technician II Student Services Specialist/International Students Student Services Specialist/Student Information Center Student Success and Support Specialist I Tutorial Services Specialist I Warehouse Operator Welder
255	Academic Data Specialist Senior Administrative Assistant
260	Assessment Specialist Electrician Graphic Designer Human Resources Technician II HVAC&R Technician Information Technology Support Specialist I Instructional Lab Technician – Dental Hygiene Instructional Lab Technician II-Biology Instructional Lab Technician II-Chemistry Instructional Lab Technician II/Nursing Instructional Lab Technician II-Physical and Applied Sciences Instructional Lab Technician II-Registered Veterinary Technician Instructional Lab Technician II-Sciences Marketing Specialist

Salary Schedule Level	Classification
260 (cont.)	Plumber Program Specialist – Career & Technical Education Senior Payroll Technician Student Success and Support Specialist II Tutorial Services Specialist II
265	College Fiscal Analyst Purchasing Specialist
270	Technical Data Specialist
275	Community College Police Officer I
280	Information Technology Support Specialist II
285	Accountant Athletic Trainer Assistant Registrar Assistive Computer Technology/Media Access Specialist Community College Police Officer-Lateral Entry Counselor Assistant Counselor Assistant/DSPS/Interpreter Financial Analyst Foster Care Project Specialist Human Resources Analyst I Instructional Design Specialist Instructional Technologist MESA Program Specialist Performing Arts Center Technical Director Placement Project Specialist Program Coordinator I Public Information Officer Student Activities Specialist Student Outreach Specialist Television/Radio Production Specialist
295	Community College Police Officer II-Sergeant
300	Data Analyst Instructional Technologist/Designer Information Technology Support Specialist III Research Analyst
305	Programmer Analyst
310	College Nurse Human Resources Analyst – Employee Relations and Staff Development Human Resources Analyst II Network Administrator I
315	Senior Accountant

Salary Schedule Level	Classification
330	Internal Auditor Webmaster/System Administrator
350	Network Administrator II Senior Programmer Analyst Systems Administrator Telecommunications Administrator
365	Database Administrator Information Security Analyst

NOTE: Salary schedule reflects monthly salary amounts. After more than nine (9) years service, monthly salary includes longevity increment.

*Shift Differential Schedule

Swing Shift - \$117.86 per month (\$.68 per hour)

Split Shift - \$95.33 per month (\$.55 per hour)

Graveyard Shift - \$234.00 per month (\$1.35 per hour)

*(Refer to SEIU/VCCCD Contract, Article VII for definition of shifts)

Bilingual Ability Differential – 2.9%

Lead & Supervisory Responsibility Factor – Equivalent to Two (2) steps

Field Training Officer Responsibility Factor Campus Police Officers – 5.8%

Pesticide Differential – 5.8%

Steps	1	2	3	4	5	6	7
<u>Salary Schedule Level 170</u>							
Years 0-9	2664.00	2809.00	2966.00	3123.00	3295.00	3481.00	3673.00
Years>9	2712.74	2857.74	3014.74	3171.74	3343.74	3529.74	3721.74
Years>14	2761.07	2906.07	3063.07	3220.07	3392.07	3578.07	3770.07
Years>19	2809.81	2954.81	3111.81	3268.81	3440.81	3626.81	3818.81
Years>24	2858.55	3003.55	3160.55	3317.55	3489.55	3675.55	3867.55
Years>29	2906.88	3051.88	3208.88	3365.88	3537.88	3723.88	3915.88
<u>Salary Schedule Level 180</u>							
Years 0-9	2809.00	2966.00	3123.00	3295.00	3481.00	3673.00	3873.00
Years>9	2857.74	3014.74	3171.74	3343.74	3529.74	3721.74	3921.74
Years>14	2906.07	3063.07	3220.07	3392.07	3578.07	3770.07	3970.07
Years>19	2954.81	3111.81	3268.81	3440.81	3626.81	3818.81	4018.81
Years>24	3003.55	3160.55	3317.55	3489.55	3675.55	3867.55	4067.55
Years>29	3051.88	3208.88	3365.88	3537.88	3723.88	3915.88	4115.88
<u>Salary Schedule Level 190</u>							
Years 0-9	2966.00	3123.00	3295.00	3481.00	3673.00	3873.00	4096.00
Years>9	3014.74	3171.74	3343.74	3529.74	3721.74	3921.74	4144.74
Years>14	3063.07	3220.07	3392.07	3578.07	3770.07	3970.07	4193.07
Years>19	3111.81	3268.81	3440.81	3626.81	3818.81	4018.81	4241.81
Years>24	3160.55	3317.55	3489.55	3675.55	3867.55	4067.55	4290.55
Years>29	3208.88	3365.88	3537.88	3723.88	3915.88	4115.88	4338.88
<u>Salary Schedule Level 200</u>							
Years 0-9	3123.00	3295.00	3481.00	3673.00	3873.00	4096.00	4318.00
Years>9	3171.74	3343.74	3529.74	3721.74	3921.74	4144.74	4366.74
Years>14	3220.07	3392.07	3578.07	3770.07	3970.07	4193.07	4415.07
Years>19	3268.81	3440.81	3626.81	3818.81	4018.81	4241.81	4463.81
Years>24	3317.55	3489.55	3675.55	3867.55	4067.55	4290.55	4512.55
Years>29	3365.88	3537.88	3723.88	3915.88	4115.88	4338.88	4560.88
<u>Salary Schedule Level 205</u>							
Years 0-9	3212.00	3388.00	3576.00	3772.00	3986.00	4209.00	4439.00
Years>9	3260.74	3436.74	3624.74	3820.74	4034.74	4257.74	4487.74
Years>14	3309.07	3485.07	3673.07	3869.07	4083.07	4306.07	4536.07
Years>19	3357.81	3533.81	3721.81	3917.81	4131.81	4354.81	4584.81
Years>24	3406.55	3582.55	3770.55	3966.55	4180.55	4403.55	4633.55
Years>29	3454.88	3630.88	3818.88	4014.88	4228.88	4451.88	4681.88
<u>Salary Schedule Level 210</u>							
Years 0-9	3295.00	3481.00	3673.00	3873.00	4096.00	4318.00	4560.00
Years>9	3343.74	3529.74	3721.74	3921.74	4144.74	4366.74	4608.74
Years>14	3392.07	3578.07	3770.07	3970.07	4193.07	4415.07	4657.07
Years>19	3440.81	3626.81	3818.81	4018.81	4241.81	4463.81	4705.81
Years>24	3489.55	3675.55	3867.55	4067.55	4290.55	4512.55	4754.55
Years>29	3537.88	3723.88	3915.88	4115.88	4338.88	4560.88	4802.88

Steps	1	2	3	4	5	6	7
<u>Salary Schedule Level 215</u>							
Years 0-9	3388.00	3576.00	3772.00	3986.00	4209.00	4439.00	4680.00
Years>9	3436.74	3624.74	3820.74	4034.74	4257.74	4487.74	4728.74
Years>14	3485.07	3673.07	3869.07	4083.07	4306.07	4536.07	4777.07
Years>19	3533.81	3721.81	3917.81	4131.81	4354.81	4584.81	4825.81
Years>24	3582.55	3770.55	3966.55	4180.55	4403.55	4633.55	4874.55
Years>29	3630.88	3818.88	4014.88	4228.88	4451.88	4681.88	4922.88
<u>Salary Schedule Level 220</u>							
Years 0-9	3481.00	3673.00	3873.00	4096.00	4318.00	4560.00	4805.00
Years>9	3529.74	3721.74	3921.74	4144.74	4366.74	4608.74	4853.74
Years>14	3578.07	3770.07	3970.07	4193.07	4415.07	4657.07	4902.07
Years>19	3626.81	3818.81	4018.81	4241.81	4463.81	4705.81	4950.81
Years>24	3675.55	3867.55	4067.55	4290.55	4512.55	4754.55	4999.55
Years>29	3723.88	3915.88	4115.88	4338.88	4560.88	4802.88	5047.88
<u>Salary Schedule Level 225</u>							
Years 0-9	3576.00	3772.00	3986.00	4209.00	4439.00	4680.00	4940.00
Years>9	3624.74	3820.74	4034.74	4257.74	4487.74	4728.74	4988.74
Years>14	3673.07	3869.07	4083.07	4306.07	4536.07	4777.07	5037.07
Years>19	3721.81	3917.81	4131.81	4354.81	4584.81	4825.81	5085.81
Years>24	3770.55	3966.55	4180.55	4403.55	4633.55	4874.55	5134.55
Years>29	3818.88	4014.88	4228.88	4451.88	4681.88	4922.88	5182.88
<u>Salary Schedule Level 230</u>							
Years 0-9	3673.00	3873.00	4096.00	4318.00	4560.00	4805.00	5078.00
Years>9	3721.74	3921.74	4144.74	4366.74	4608.74	4853.74	5126.74
Years>14	3770.07	3970.07	4193.07	4415.07	4657.07	4902.07	5175.07
Years>19	3818.81	4018.81	4241.81	4463.81	4705.81	4950.81	5223.81
Years>24	3867.55	4067.55	4290.55	4512.55	4754.55	4999.55	5272.55
Years>29	3915.88	4115.88	4338.88	4560.88	4802.88	5047.88	5320.88
<u>Salary Schedule Level 235</u>							
Years 0-9	3772.00	3986.00	4209.00	4439.00	4680.00	4940.00	5215.00
Years>9	3820.74	4034.74	4257.74	4487.74	4728.74	4988.74	5263.74
Years>14	3869.07	4083.07	4306.07	4536.07	4777.07	5037.07	5312.07
Years>19	3917.81	4131.81	4354.81	4584.81	4825.81	5085.81	5360.81
Years>24	3966.55	4180.55	4403.55	4633.55	4874.55	5134.55	5409.55
Years>29	4014.88	4228.88	4451.88	4681.88	4922.88	5182.88	5457.88
<u>Salary Schedule Level 240</u>							
Years 0-9	3873.00	4096.00	4318.00	4560.00	4805.00	5078.00	5351.00
Years>9	3921.74	4144.74	4366.74	4608.74	4853.74	5126.74	5399.74
Years>14	3970.07	4193.07	4415.07	4657.07	4902.07	5175.07	5448.07
Years>19	4018.81	4241.81	4463.81	4705.81	4950.81	5223.81	5496.81
Years>24	4067.55	4290.55	4512.55	4754.55	4999.55	5272.55	5545.55
Years>29	4115.88	4338.88	4560.88	4802.88	5047.88	5320.88	5593.88

APPENDIX A

Steps	1	2	3	4	5	6	7
<u>Salary Schedule Level 245</u>							
Years 0-9	3986.00	4209.00	4439.00	4680.00	4940.00	5215.00	5497.00
Years>9	4034.74	4257.74	4487.74	4728.74	4988.74	5263.74	5545.74
Years>14	4083.07	4306.07	4536.07	4777.07	5037.07	5312.07	5594.07
Years>19	4131.81	4354.81	4584.81	4825.81	5085.81	5360.81	5642.81
Years>24	4180.55	4403.55	4633.55	4874.55	5134.55	5409.55	5691.55
Years>29	4228.88	4451.88	4681.88	4922.88	5182.88	5457.88	5739.88
<u>Salary Schedule Level 250</u>							
Years 0-9	4096.00	4318.00	4560.00	4805.00	5078.00	5351.00	5646.00
Years>9	4144.74	4366.74	4608.74	4853.74	5126.74	5399.74	5694.74
Years>14	4193.07	4415.07	4657.07	4902.07	5175.07	5448.07	5743.07
Years>19	4241.81	4463.81	4705.81	4950.81	5223.81	5496.81	5791.81
Years>24	4290.55	4512.55	4754.55	4999.55	5272.55	5545.55	5840.55
Years>29	4338.88	4560.88	4802.88	5047.88	5320.88	5593.88	5888.88
<u>Salary Schedule Level 255</u>							
Years 0-9	4209.00	4439.00	4680.00	4940.00	5215.00	5497.00	5802.00
Years>9	4257.74	4487.74	4728.74	4988.74	5263.74	5545.74	5850.74
Years>14	4306.07	4536.07	4777.07	5037.07	5312.07	5594.07	5899.07
Years>19	4354.81	4584.81	4825.81	5085.81	5360.81	5642.81	5947.81
Years>24	4403.55	4633.55	4874.55	5134.55	5409.55	5691.55	5996.55
Years>29	4451.88	4681.88	4922.88	5182.88	5457.88	5739.88	6044.88
<u>Salary Schedule Level 260</u>							
Years 0-9	4318.00	4560.00	4805.00	5078.00	5351.00	5646.00	5957.00
Years>9	4366.74	4608.74	4853.74	5126.74	5399.74	5694.74	6005.74
Years>14	4415.07	4657.07	4902.07	5175.07	5448.07	5743.07	6054.07
Years>19	4463.81	4705.81	4950.81	5223.81	5496.81	5791.81	6102.81
Years>24	4512.55	4754.55	4999.55	5272.55	5545.55	5840.55	6151.55
Years>29	4560.88	4802.88	5047.88	5320.88	5593.88	5888.88	6199.88
<u>Salary Schedule Level 265</u>							
Years 0-9	4439.00	4680.00	4940.00	5215.00	5497.00	5802.00	6118.00
Years>9	4487.74	4728.74	4988.74	5263.74	5545.74	5850.74	6166.74
Years>14	4536.07	4777.07	5037.07	5312.07	5594.07	5899.07	6215.07
Years>19	4584.81	4825.81	5085.81	5360.81	5642.81	5947.81	6263.81
Years>24	4633.55	4874.55	5134.55	5409.55	5691.55	5996.55	6312.55
Years>29	4681.88	4922.88	5182.88	5457.88	5739.88	6044.88	6360.88
<u>Salary Schedule Level 270</u>							
Years 0-9	4560.00	4805.00	5078.00	5351.00	5646.00	5957.00	6287.00
Years>9	4608.74	4853.74	5126.74	5399.74	5694.74	6005.74	6335.74
Years>14	4657.07	4902.07	5175.07	5448.07	5743.07	6054.07	6384.07
Years>19	4705.81	4950.81	5223.81	5496.81	5791.81	6102.81	6432.81
Years>24	4754.55	4999.55	5272.55	5545.55	5840.55	6151.55	6481.55
Years>29	4802.88	5047.88	5320.88	5593.88	5888.88	6199.88	6529.88

Steps	1	2	3	4	5	6	7
<u>Salary Schedule Level 275</u>							
Years 0-9	4680.00	4940.00	5215.00	5497.00	5802.00	6118.00	6457.00
Years>9	4728.74	4988.74	5263.74	5545.74	5850.74	6166.74	6505.74
Years>14	4777.07	5037.07	5312.07	5594.07	5899.07	6215.07	6554.07
Years>19	4825.81	5085.81	5360.81	5642.81	5947.81	6263.81	6602.81
Years>24	4874.55	5134.55	5409.55	5691.55	5996.55	6312.55	6651.55
Years>29	4922.88	5182.88	5457.88	5739.88	6044.88	6360.88	6699.88
<u>Salary Schedule Level 280</u>							
Years 0-9	4805.00	5078.00	5351.00	5646.00	5957.00	6287.00	6630.00
Years>9	4853.74	5126.74	5399.74	5694.74	6005.74	6335.74	6678.74
Years>14	4902.07	5175.07	5448.07	5743.07	6054.07	6384.07	6727.07
Years>19	4950.81	5223.81	5496.81	5791.81	6102.81	6432.81	6775.81
Years>24	4999.55	5272.55	5545.55	5840.55	6151.55	6481.55	6824.55
Years>29	5047.88	5320.88	5593.88	5888.88	6199.88	6529.88	6872.88
<u>Salary Schedule Level 285</u>							
Years 0-9	4940.00	5215.00	5497.00	5802.00	6118.00	6457.00	6810.00
Years>9	4988.74	5263.74	5545.74	5850.74	6166.74	6505.74	6858.74
Years>14	5037.07	5312.07	5594.07	5899.07	6215.07	6554.07	6907.07
Years>19	5085.81	5360.81	5642.81	5947.81	6263.81	6602.81	6955.81
Years>24	5134.55	5409.55	5691.55	5996.55	6312.55	6651.55	7004.55
Years>29	5182.88	5457.88	5739.88	6044.88	6360.88	6699.88	7052.88
<u>Salary Schedule Level 295</u>							
Years 0-9	5215.00	5497.00	5802.00	6118.00	6457.00	6810.00	7186.00
Years>9	5263.74	5545.74	5850.74	6166.74	6505.74	6858.74	7234.74
Years>14	5312.07	5594.07	5899.07	6215.07	6554.07	6907.07	7283.07
Years>19	5360.81	5642.81	5947.81	6263.81	6602.81	6955.81	7331.81
Years>24	5409.55	5691.55	5996.55	6312.55	6651.55	7004.55	7380.55
Years>29	5457.88	5739.88	6044.88	6360.88	6699.88	7052.88	7428.88
<u>Salary Schedule Level 300</u>							
Years 0-9	5351.00	5646.00	5957.00	6287.00	6630.00	6994.00	7389.00
Years>9	5399.74	5694.74	6005.74	6335.74	6678.74	7042.74	7437.74
Years>14	5448.07	5743.07	6054.07	6384.07	6727.07	7091.07	7486.07
Years>19	5496.81	5791.81	6102.81	6432.81	6775.81	7139.81	7534.81
Years>24	5545.55	5840.55	6151.55	6481.55	6824.55	7188.55	7583.55
Years>29	5593.88	5888.88	6199.88	6529.88	6872.88	7236.88	7631.88
<u>Salary Schedule Level 305</u>							
Years 0-9	5497.00	5802.00	6118.00	6457.00	6810.00	7186.00	7587.00
Years>9	5545.74	5850.74	6166.74	6505.74	6858.74	7234.74	7635.74
Years>14	5594.07	5899.07	6215.07	6554.07	6907.07	7283.07	7684.07
Years>19	5642.81	5947.81	6263.81	6602.81	6955.81	7331.81	7732.81
Years>24	5691.55	5996.55	6312.55	6651.55	7004.55	7380.55	7781.55
Years>29	5739.88	6044.88	6360.88	6699.88	7052.88	7428.88	7829.88

APPENDIX A

Steps	1	2	3	4	5	6	7
<u>Salary Schedule Level 310</u>							
Years 0-9	5646.00	5957.00	6287.00	6630.00	6994.00	7389.00	7795.00
Years>9	5694.74	6005.74	6335.74	6678.74	7042.74	7437.74	7843.74
Years>14	5743.07	6054.07	6384.07	6727.07	7091.07	7486.07	7892.07
Years>19	5791.81	6102.81	6432.81	6775.81	7139.81	7534.81	7940.81
Years>24	5840.55	6151.55	6481.55	6824.55	7188.55	7583.55	7989.55
Years>29	5888.88	6199.88	6529.88	6872.88	7236.88	7631.88	8037.88
<u>Salary Schedule Level 315</u>							
Years 0-9	5802.00	6118.00	6457.00	6810.00	7186.00	7587.00	8004.00
Years>9	5850.74	6166.74	6505.74	6858.74	7234.74	7635.74	8052.74
Years>14	5899.07	6215.07	6554.07	6907.07	7283.07	7684.07	8101.07
Years>19	5947.81	6263.81	6602.81	6955.81	7331.81	7732.81	8149.81
Years>24	5996.55	6312.55	6651.55	7004.55	7380.55	7781.55	8198.55
Years>29	6044.88	6360.88	6699.88	7052.88	7428.88	7829.88	8246.88
<u>Salary Schedule Level 330</u>							
Years 0-9	6287.00	6630.00	6994.00	7389.00	7795.00	8221.00	8677.00
Years>9	6335.74	6678.74	7042.74	7437.74	7843.74	8269.74	8725.74
Years>14	6384.07	6727.07	7091.07	7486.07	7892.07	8318.07	8774.07
Years>19	6432.81	6775.81	7139.81	7534.81	7940.81	8366.81	8822.81
Years>24	6481.55	6824.55	7188.55	7583.55	7989.55	8415.55	8871.55
Years>29	6529.88	6872.88	7236.88	7631.88	8037.88	8463.88	8919.88
<u>Salary Schedule Level 350</u>							
Years 0-9	6994.00	7389.00	7795.00	8221.00	8677.00	9153.00	9656.00
Years>9	7042.74	7437.74	7843.74	8269.74	8725.74	9201.74	9704.74
Years>14	7091.07	7486.07	7892.07	8318.07	8774.07	9250.07	9753.07
Years>19	7139.81	7534.81	7940.81	8366.81	8822.81	9298.81	9801.81
Years>24	7188.55	7583.55	7989.55	8415.55	8871.55	9347.55	9850.55
Years>29	7236.88	7631.88	8037.88	8463.88	8919.88	9395.88	9898.88
<u>Salary Schedule Level 365</u>							
Years 0-9	7587.00	8004.00	8446.00	8909.00	9400.00	9915.00	10461.00
Years>9	7635.74	8052.74	8494.74	8957.74	9448.74	9963.74	10509.74
Years>14	7684.07	8101.07	8543.07	9006.07	9497.07	10012.07	10558.07
Years>19	7732.81	8149.81	8591.81	9054.81	9545.81	10060.81	10606.81
Years>24	7781.55	8198.55	8640.55	9103.55	9594.55	10109.55	10655.55
Years>29	7829.88	8246.88	8688.88	9151.88	9642.88	10157.88	10703.88

APPENDIX B

Grievance No. _____

Grievance Form
VCCCD/SEIU

Grievant _____ Department _____

Classification _____ Date of Hire _____

Home Phone _____ Work Location _____

Work Phone _____ Represented By _____

Immediate Supervisor _____

1. What happened? (Also describe incidents which gave rise to the grievance).

2. Who was involved? (give names and titles).

3. When did it occur? (Give day, time, date(s)).

4. Where did it occur? (Specify location).

5. Why is this a grievance? (What specific section of the Agreement was violated?)

6. What adjustment is required? (What is needed to correct the problem?)

(If you have additional comments, put them on a separate sheet and attach to this form).

Grievance or Representative's Signature _____ Date _____

Response:

Signature _____ Date _____

Step II _____ Disposition _____ Date _____

Step III _____ Disposition _____ Date _____

Step IV _____ Disposition _____ Date _____

White – Personnel Office
Green – SEIU Copy

Canary – President's Office
Pink – Immediate Supervisor

Goldenrod – Employee Copy

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Classified Employee Evaluation
(See Attached Guidelines)

Last Name First Name Classification Location/Department

Evaluator Name and Title:

Employee Type: Permanent: <input type="checkbox"/> Probationary: <input type="checkbox"/>	Evaluation Type: Annual: <input type="checkbox"/> Probationary*: <input type="checkbox"/> First: <input type="checkbox"/> Second: <input type="checkbox"/> Final: <input type="checkbox"/> Other (Explain): _____	Rating Period: From _____ to _____ Permanency Recommendation for Probationary Employees*: Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--	--

*Probationary employees are scheduled for three evaluations at 0-2, 2-4 and 5-6 months. The first is due at 2 months, the second at 4 months and the final at 5 1/2 months. Be sure to check yes or no on the Permanency Recommendation for Probationary Employees line in the final evaluation.

DEFINITIONS OF RATINGS:
Exceeds Expectations (EE) = Consistently exceeds standards established for the job.
Meets Expectations (ME) = Consistently meets the standards established for the job.
Needs Improvement (NI) = Occasionally fails to meet standards established for the job.
Unsatisfactory (U) = Consistently fails to meet standards established for the job.

When it becomes apparent that an employee may receive a Needs Improvement (NI) or an Unsatisfactory (U) annual rating in any performance factor, prior to giving the employee such a rating, the immediate supervisor and the employee shall meet to discuss the employee's deficiencies and recommendations for improvement.

PERFORMANCE FACTORS

RATING COMMENTS REQUIRED

1. WORK QUALITY: This factor reflects the extent to which employee's work is accurate, neat, well organized, and thorough.		
2. WORK HABITS: This factor reflects the extent to which the employee: is effective in organizing their work; effective in using their time; dependability; accepts responsibility; follows established procedures; uses resources effectively; completes work assignments, can be relied upon to carry out responsibilities with minimal supervision.		
3. WORKING RELATIONS: This factor reflects the employee's ability to work effectively with others in a diverse environment as a group or team member.		
4. DEMONSTRATION OF INITIATIVE AND JUDGMENT: This factor reflects the extent to which the employee shows ingenuity in initiating job duties, their readiness to take action, and their use of good judgment.		
5. PUNCTUALITY AND ATTENDANCE: This factor reflects the employee's attendance and tardiness record and length of rest periods.		
6. SAFETY: This factor reflects the employee's conformance with District safety policies and practices, whether they operate equipment and/or vehicles in a safe manner, and/or that they report any unsafe conditions.		
7. COMMUNICATION: This factor reflects the employee's ability to get a verbal or written message across in a clear, organized and appropriate manner, to understand instructions, and/or to provide service in an efficient, professional, and respectful manner.		

WORK GOALS

List and discuss any specific work goals for the next performance period.	
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ADDITIONAL COMMENTS:

Employee Strengths- Discuss the areas in which the employee has demonstrated significant strengths or abilities.	
Development Plan (see attached guidelines):	
Special Areas Needing Improvement: Based on improvement needs for any Performance Factor(s) rated as 'NI' or 'U,' the attached Classified Employee Evaluation Addendum for Special Areas Needing Improvement must be completed.	
Additional Evaluator Comments:	
Employee Comments**:	

SIGNATURES

Employee Signature**:		Date:	
Evaluator Signature:		Date:	
Reviewer Signature:		Date:	
President/Vice Chancellor Signature:		Date:	

***Signature of employee indicates that the employee has been presented with the evaluation, not that he/she necessarily agrees with the rating. The employee may attach a letter with additional comments to be forwarded to the District Human Resources Dept.*

CLASSIFIED EMPLOYEE EVALUATION ADDENDUM FOR SPECIAL AREAS NEEDING IMPROVEMENT

Performance Factor Needing Improvement	How is the employee not meeting expectations?	What needs to be done to meet expectations?	What is the time period in which the employee is expected to show improvement?	Is training required? If so, what training?
Work Quality				
Work Habits				
Working Relations				
Demonstration of Initiative and Judgment				
Punctuality and Attendance				
Safety				
Communication				

Signature of Evaluator: _____

Date: _____

Signature of Employee: _____

Date: _____

Guidelines for Classified Employee Evaluation

Recognizing that employees are the District's most important asset, performance evaluations are intended to encourage excellence by providing a written assessment of employee work performance. The performance evaluation should communicate performance standards for the position and encourage growth and improvement of performance for the future.

Ratings:

- Define the standard and identify a rating for each performance factor based on that standard.
EE = Exceeds Expectations
ME = Meets Expectations
NI = Needs Improvement
- U = Unsatisfactory Be objective; avoid references to personal likes or dislikes.
- Consider one performance factor at a time, keeping each factor distinct.
- Base the evaluation on observed and proven performance during the entire rating period.
- Ratings on "Punctuality and Attendance" should not be based on absences resulting from the legitimate exercise of rights provided by FMLA, CFRA, ADA, PDL or Worker's Compensation. Ratings related to the unit member's proper adherence to statutes, regulations, policies of the District or collectively bargained provisions governing the administration of such rights, shall appear under "Work Habits."

When it becomes apparent that an employee may receive a Needs Improvement (NI) or an Unsatisfactory (U) annual rating in any performance factor, prior to giving the employee such a rating, the immediate supervisor and the employee shall meet to discuss the employee's deficiencies and recommendations for improvement.

Comments:

A written comment is required for all ratings. If the employee receives an NI or U rating, be specific about the manner in which the employee is not meeting standards.

Work Goals:

- Work goals may be provided to individual employees. They can include any number of job-specific performance targets for the employee that should be accomplished during the coming evaluation period. The goals could include work projects, district-sponsored training, or other similar long-term objectives that should be achieved within a specified timeframe.
- If goals for an employee change during the evaluation year, such change should be noted in the evaluation.

Development Plan:

- Employee Strengths
 1. Identify and discuss strengths and abilities in specific performance factors as well as based on overall performance.
 2. Be specific.
- Improvement Needs
 1. Identify and discuss the employee's improvement needs in specific performance factors as well as based on overall performance.
 2. All employees, regardless of ratings, have improvement needs.
 3. Be specific.
- Actions – The plan for improving performance must be discussed and developed by the supervisor in consultation with the employee at the time of the evaluation meeting.
 1. Develop a plan for attaining the desired improvements or objectives.
 2. Indicate how improvement will be measured.
 3. Specify a realistic time period in which the employee is expected to show improvement.

Evaluator Comments:

Summarize your overall comments.

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES DEPARTMENT

Classified Employee Self-Evaluation

**(Required for employees who are probationary or have received “U” or “NI on current evaluation.
Voluntary for all other classified employees.)**

Last Name First Name Classification Location/Department

Evaluator Name and Title: _____

Rating Period: From: _____ to _____

1. Please discuss your strengths as they relate to the specific performance factors listed below. You may attach information for each factor if you choose to do so.

Performance Factor	Comments
1. Work Quality	
2. Work Habits	
3. Working Relations	
4. Demonstration of Initiative and Judgment	
5. Punctuality and Attendance	
6. Safety	
7. Communication	

2. Special Areas Needing Improvement: If you received an NI or U in any of the following performance factors on your last evaluation, please indicate how you have improved your performance regarding each of these factors since the last evaluation.

Performance Factor	Comments
1. Work Quality	
2. Work Habits	
3. Working Relations	
4. Demonstration of Initiative and Judgment	
5. Punctuality and Attendance	
6. Safety	
7. Communication	

APPENDIX D

3. Describe your previous year’s goals, progress and accomplishments (e.g., certifications, licenses, education, training, etc.).

--

4. Identify your job-related goals or improvement needs for the next year (e.g., classes, certifications, training, etc.)

--

5. What could be done to assist your effectiveness on the job (supplies, equipment, training, etc.)?

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Employee Signature:		Date:	
----------------------------	--	--------------	--

Received By:

Supervisor Signature:		Date:	
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VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES DEPARTMENT

ALTERNATE WORK SCHEDULE AGREEMENT
(Classified Units A & B)

This form must be accompanied by a Change in Personnel/Employment Status Form that reflects specific hours. Please select one of the following:

Four-Day Consecutive Workweek (4/40)

_____ I agree to work a four-day consecutive workweek consisting of four 10-hour days, 40 hours per week. I understand that all hours in excess of 10 each day shall be compensated on an overtime rate in accordance with Section 8.13 of the VCCCD/SEIU Agreement.

Nine-Day Consecutive Workweek (9/80)

_____ I agree to work a nine-day consecutive, two-week work schedule consisting of eight consecutive days of 9 hours each day and on the ninth day at 8 hours. I understand that all hours in excess of 9 each day shall be compensated at the overtime rate in accordance with Section 8.13 of the VCCCD/SEIU Agreement.

Hybrid 9/80 Workweek (9/80)

_____ I agree to work a five-day consecutive workweek consisting of four 9-hour days and on the fifth day at 4 hours. I understand that all hours in excess of 9 each day shall be compensated at the overtime rate in accordance with Section 8.13 of the VCCCD/SEIU Agreement.

Other Alternate Schedule Information:

1. If I am working a Four-Day Consecutive Workweek (4/40), I understand that when a holiday occurs, I will be required to use 2 hours of compensatory leave or vacation time to offset the 8 hours of holiday pay. I will continue to work 10 hour days for the remainder of the holiday week.
2. If I am working a Nine-Day Consecutive Workweek (9/80), I understand that when a holiday occurs, I will be required to use 1 hour of compensatory leave or vacation to offset the 8 hours of holiday pay. I will continue to work 9-hour days for the remainder of the two week period with the ninth day at 8 hours. If the ninth day falls on a holiday, I will not be required to use any offsetting leave.
3. If I am working a Hybrid 9/80 Workweek (9/80), I understand that when a holiday occurs, I will be required to use 1 hour of compensatory leave or vacation to offset the 8 hours of holiday pay. If the holiday falls on the fifth day of my work week, I will be entitled to 4 hours of holiday pay on an alternate day during the holiday week.





**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES DEPARTMENT**

In the event an employee on an alternate work schedule does not have compensatory leave/vacation hours available for offsetting the holiday (i.e., probationary employees), the employee may revert to a standard 8-hour day/40-hour workweek during the week in which the holiday falls provided this schedule has been mutually agreed upon in writing by the employee and their supervisor.

Either party with fifteen (15) working days' notice may revoke this agreement.

Certification of Employee Concurrence:

Employee's Name (Please Print)

Classification

Department/Location

Employee's Signature

Date

Supervisor's Signature

Date

Human Resources Department

Date

