
AGREEMENT BETWEEN



**Ventura County
Community College District**

and



**Service Employees
International Union
Local 535, AFL-CIO**

July 1, 1990 through June 30, 1993

Ventura County Community
College District
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Table of Contents:

	PAGE
Article I	Effective Dates and Parties to Agreement 1
Article II	Recognition 1
Article III	Employee Rights, Checkoff, Organizational Security 1
Article IV	SEIU Rights and District Rights 2
Article V	Personnel Files 3
Article VI	Evaluation 3
Article VII	Hours and Overtime 4
Article VIII	Salary 6
Article IX	Employees Expenses, Tools and Uniforms 7
Article X	Leaves 8
Article XI	Health and Welfare Benefits 12
Article XII	Holidays 13
Article XIII	Vacation 13
Article XIV	Transfer and Reassignment 14
Article XV	Grievance Procedure 15
Article XVI	Safety 17
Article XVII	Reduction in Force 18
Article XVIII	Effect of Agreement 18
Article XIX	Concerted Activities 19
Article XX	Term 19
Appendix A	Salary Schedule 21
Appendix B	Grievance Form 24
Appendix C	Evaluation Form 25

Article I:

EFFECTIVE DATES AND PARTIES TO AGREEMENT

This Agreement is made and entered into this 18th day of July, 1990, between the **Ventura County Community College District** (hereinafter referred to as "District") and **Service Employees International Union, Local 535, AFL-CIO** (hereinafter referred to as "SEIU").

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 that 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.

Article III:

EMPLOYEE RIGHTS, CHECKOFF, AND ORGANIZATIONAL SECURITY

- 3.1 The parties mutually recognize the rights 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 approved by the District.
- 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 that 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 employee in the Unit who is or who becomes a member of SEIU on or after the effective date of this Agreement shall be required to maintain such membership until attaining their anniversary date of hire in 1992, and shall, during the thirty (30) calendar days following the attaining of their anniversary date of hire, have the right to change his/her determination regarding such membership, provided that if such change is not made, the obligation to maintain such membership shall continue for the duration of this Agreement.

At time of hire, new employees subject to the provisions of this Agreement will be advised in writing that they will be automatically enrolled for deduction of Union dues on the date they attained permanent status. They will also be advised in writing at the same time that such enrollment may be cancelled if they mail both the Union and the Director of Personnel a letter requesting exemption during the ten (10) working days immediately preceding the date of attaining permanent status or during the time for reopening the contract as specified below.

Article IV:

SEIU RIGHTS AND DISTRICT 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 (for limited distribution to outlying teaching centers), and 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 "hire date" seniority roster of employees in the unit, said roster to indicate the employees' present job classifications and primary job sites.
- 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 Sufficient copies of this Agreement shall be printed by the District to assure availability of a copy to each existing unit employee, and to each new unit employee during the term of this Agreement.
- 4.7 SEIU may select and appoint three stewards from each campus and one steward from the District Office. The SEIU President shall serve as Chief Steward. Reasonable release time will be provided for employee-steward consultations and for processing grievances.
- 4.8 Except as expressly limited by a specific provision of this Agreement, the District retains the rights, 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 Board deems necessary.
- 4.9 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 levels of services to be provided, and the means to providing them; determine staffing patterns; 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.
- 4.10 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.
- 4.11 The Chancellor/President will determine the need to appoint a classified representative to committees whose actions affect bargaining unit employees. The Representative will be agreed upon jointly by the Chancellor/President, the Classified Senate, and the Union.

Article V: PERSONNEL FILES

- 5.1 A single central personnel file for each employee in the units shall be maintained in the District Personnel Office, and each college campus may maintain duplicate records of the information contained in such file which is immediately relevant to fulfillment of campus management responsibilities.
- 5.2 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, and, by 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 Personnel Office shall be considered to be the date of its placement in the central personnel file.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 All persons examining a personnel file shall sign and date a log attached to each personnel file.
- 5.7 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.

Article VI: EVALUATION

- 6.1 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 "Performance Report for Classified Employees," attached hereto as Appendix C. An employee who has had more than one 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.
- 6.2 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 month probationary period after initial hire or after promotion shall be evaluated at the end of two months, four months, and five and one-half months of such probationary period.
- 6.3 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 Personnel Office. 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 satisfactory level of performance.

It is also understood that evaluation of an employee's performance should be an ongoing process, and the District shall encourage its supervisors to discuss deficiencies with employees as they arise.
- 6.4 If the employee receives an "I" or "U" rating on any aspect of his/her performance, such rating must be accompanied by suggestions as to how the employee's performance may be improved to at least a satisfactory level.
- 6.5 Noncompliance 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.

Article VII:

HOURS AND OVERTIME

- 7.1 The normal workweek for a full-time employee covered by this Agreement shall consist of five consecutive days of eight hours per day. Alternate full-time workweeks of less than five days may be established by written agreement between the District Personnel Office and the affected employee.
- 7.2 Part-time 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.
- 7.3 Reductions in employees' regularly assigned hours shall, to the extent required by the Education Code, be treated as lay-offs under this Agreement.
- 7.4 Any part-time employee covered by this Agreement who works at least thirty minutes per day in excess of his/her regular part-time assignment for a period of 20 or more consecutive working days shall have his/her regular assignment adjusted upward to acquire fringe benefits on a properly prorated basis.
- 7.5 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 at least a satisfactory evaluation on all factors 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.
- 7.6 Each employee covered by this Agreement who works a shift of five hours or more shall receive at least a 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.
- 7.7 If an emergency or the District's requirement for 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 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.
- 7.8 Each employee covered by this Agreement who is scheduled to work a shift of three or more consecutive hours shall receive a paid rest period of 15 minutes approximately mid-way during each four 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.
- 7.9 Employees covered by this Agreement shall have the right to use lunchroom and restroom facilities at each work site.
- 7.10 The District's right to require that an employee work overtime shall be subject to such employee's legal right to such time off as is necessary to permit such employee to vote in any federal, state, or local governmental election.
- 7.11 Except as otherwise provided in this Agreement, overtime shall be considered as time worked in excess of eight hours in any day (except when an alternate regular schedule has been agreed to under Section 7.1) or in excess of 40 hours in any calendar week. Increments of time worked shall be rounded to the nearest 15 minutes for the accrual of overtime credit. Paid leave approved and taken during a workweek shall be considered as hours worked.
- 7.12 Overtime also shall be defined as any time worked on a sixth or seventh consecutive workday by an employee having an average workday of four hours or more during his/her regular workweek; or any time worked on a seventh consecutive workday by an employee having an average workday of less than four hours during his/her regular workweek.
- 7.13 Except as provided in Section 7.14 below, an employee who works overtime shall be compensated for all time worked at the rate of one and one-half 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 while the employee was temporarily employed in a higher classification.
- 7.14 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 times for all time worked. Non-exempted employees may accrue a maximum of 240 hours of compensatory time off. Non-exempted public safety employees may accrue a maximum of 480 hours of compensatory time off. Such compensatory time off shall be granted within twelve calendar months following the month in which an employee worked the overtime for which such time off is being granted, or, if not granted within such period, shall be compensated for in the manner set forth in Section 7.13. Those employees determined to have exempt status shall be paid for overtime hours as provided for in the Education Code.
- 7.15 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.

(Continued)

Article VII: HOURS AND OVERTIME *(Continued)*

- 7.16 The District will make reasonable efforts to equitably distribute overtime among qualified employees within the job classification 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 greatest 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. Except in case of emergency, the District normally will not require an employee to work overtime unless all available qualified employees within the appropriate classification and work unit have requested not to be given such overtime assignment. Any employee who makes such a request, shall be deemed to have waived his/her claim to equitable distribution of overtime during the pay period in which such request is made. If it is determined that an otherwise eligible employee has not received an equitable share of overtime assignments, he/she shall have first priority for succeeding assignments until such equitable distribution is achieved.

Where appropriate, 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 person and rotating to the next.

- 7.17 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.
- 7.18 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 when the unavailability of qualified employees within an appropriate job classification in the work unit could result in needed work not being performed.
- 7.19 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 hour between the employee's assigned working times.
- 7.20 An employee covered by this Agreement whose regularly assigned work shift, or a major portion thereof, falls between 5 p.m. and midnight, shall be called a "swing shift" employee, and shall receive a differential of twenty-five cents (\$.30) for all hours worked during such shift. An employee whose regularly assigned workday, or a major portion thereof, falls between midnight and 8 a.m., shall be considered a "graveyard shift" employee, and shall receive a shift differential of sixty cents (\$.60) 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.
- 7.21 Any employee covered by this Agreement who is called back to work during the same workday in which he/she has completed a regularly scheduled shift, and who is called back more than one hour after the completion of such shift, shall be compensated for all hours worked at the applicable rate of pay but in any event shall receive not less than three hours of pay for such call back at the applicable rate of pay.

Article VIII:

SALARY

- 8.1 Effective July 1, 1990, employees covered by this Agreement shall receive a four percent (4%) wage increase as reflected in the salaries set forth in Appendix "A."

Effective January 1, 1991, the salary schedule in Appendix "A" shall be increased by four (4) percent.

Effective July 1, 1991, the salary schedule in effect on January 1, 1991, shall be increased by four (4) percent or as adjusted by the provisions of Section 11.4.

Effective July 1, 1991, the salary schedule in Appendix "A" shall be adjusted to include Step 7 to all salary ranges.

- 8.2 Employees covered by this Agreement who have sufficient continuous service with the District to qualify for longevity pay shall be compensated effective July 1, 1987 as follows. The percentage shall apply to step 1 of 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%

- 8.3 Employees covered by this Agreement shall be paid once per month, on or before the last regularly scheduled working day of the month.

- 8.4 Any error in payroll computation resulting in insufficient payment to an employee covered by this Agreement shall be corrected, and a supplemental warrant shall be issued, not later than five working days after the affected employee provides appropriate notice to the District's Payroll Department and such Department determines that there was an insufficient payment. If such insufficiency is more than ten percent of the employee's gross monthly pay, the District shall use its best efforts to correct such insufficiency by the issuance of a pre-pay warrant within three working days after it receives notice of the insufficiency. Except as expressly required by this Section or by Section 8.5 below, nothing in this Article shall be deemed to require that the District issue any duplicate or supplemental pay warrant to any employee prior to such employee's next regular pay day.

- 8.5 If a pay warrant for any employee covered by this Agreement is lost for at least seven days after receipt, or is not delivered within seven days of mailing to such an employee, such pay warrant shall be replaced as soon as possible following the date on which such employee makes appropriate demand for replacement of the warrant, and provides the District's Payroll Department with appropriate written verification of such loss, and the Ventura County Superintendent of Schools, Schools Fiscal services Department, receives appropriate bank verification as to the status of the lost warrant and provides the District with a duplicate warrant.

- 8.6 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 that will result in the receipt of a salary increase of not less than one step, but always less than two steps, except that in no event shall such increase be less than the established first step or exceed the established last step of the salary schedule for such classification. For all other purposes, the employee's anniversary date in the higher classification shall be the first day of the pay period next following such promotion.

- 8.7 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 or eleven months per year shall otherwise be treated as twelve month employees for determination of anniversary dates.

- 8.8 The District will use its best efforts to comply with all time limits contained in this Article. However, the parties also recognize that the preparation of payroll warrants is performed by the office of the Ventura County Superintendent of Schools, and that neither party has the power to enforce that Office's compliance with this Agreement.

Article IX:

EMPLOYEES EXPENSES, TOOLS AND UNIFORMS

- 9.1 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.
- 9.2 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 pairs of trousers
 - Four shirts
 - One windbreaker jacket
 - Rain gear, including hat, boots and cape
 - One emblem with District designation
 - Two ties
 - One hat
 - One belt
 - b. Further, that the District shall supply for each such qualified officer the following equipment items, with the District to provide any necessary maintenance or replacement:
 - Badge
 - Flashlight
 - Police leather gear
 - Handcuffs
 - Baton
 - Mace
 - .38 caliber hand gun
 - Required ammunition
 - c. Community College Police Officers shall receive a clothing or uniform allowance at the rate of \$400.00 per year, payable in two (2) semi-annual equal installments in the June and December pay periods. 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 termination from District employment, the College President, at his discretion, may require the officer to return to the District any uniforms or parts thereof in his/her possession at time of termination.

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

- 9.3 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.
- 9.4 The District shall provide for payment of the costs of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee, or vehicles whenever any such property is damaged in the line of duty without fault of the employee.
- 9.5 In addition, the District shall reimburse an employee for the loss, or damage by arson, burglary or vandalism of personal property used in the schools of the District. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the employee and the member of management designated for this purpose.
- 9.6 The value of any property subject to loss reimbursement under this Article shall be determined as of the time of the damage thereto. The property damaged or lost must be of significant value (more than \$5.00 per article or incident) to be considered for reimbursement. Except under unusual circumstances, the maximum amount of reimbursement shall be \$100. For amounts exceeding \$100 the reimbursement is subject to authorization by the Board.
- 9.7 In the event the employee is paid the costs of replacing or repairing such property or the actual value of such property by other than the school District, the District's liability under this Article shall be reduced by the amount of such payment.
- 9.8 All claims shall be submitted on forms provided by the District Business Office; and shall include such relevant facts as cost of repairs, invoices, notations of circumstances and witnesses, if any. The claim form shall be signed by the employee and his/her immediate supervisor and submitted within 15 working days of the incident.
- 9.9 The District shall provide any and all legally required indemnifications and legal assistance to any employee who is exposed to any legal liability because of any threat of harm or any assault upon such employee while acting within the course and scope of his/her duties.

Article X:

LEAVES

10.1 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. The leave shall be for a period not to exceed five (5) working days. The immediate family is defined as spouse, mother, father, sister, brother, son, daughter, grandfather, grandmother, uncle, aunt, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, or any relative of either spouse living in the immediate household of the employee.

10.2 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 who is regularly assigned to a swing shift or graveyard shift, and who is required, during the day immediately preceding such swing shift or immediately following such graveyard shift, to be absent because of a mandatory court appearance, shall receive the paid leave provided in this section and shall not be required to perform services during such shift.
- 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.

10.3 Sick Leave

A full-time employee, who is covered by this Agreement shall earn paid sick leave at the rate of one day per month, to a maximum of twelve days per year, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service. The employee must be in paid status for at least half the working days in a month to accrue sick leave for that month.

- 10.4 Any regular classified employee employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion to twelve (12) days sick leave for illness or injury as the number of months he/she is employed bears to twelve (12). Such benefit shall also apply to any regular classified employee employed four (4) days a week for ten (10) hours a day.
- 10.5 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.
- 10.6 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.
- 10.7 At the beginning of each fiscal year, the full amount of sick leave to be granted for the fiscal year under this Section shall be credit to each employee. Credit for such sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year before the employee is required to utilize other forms of leave. However, a new employee of the District shall not be eligible to take more than six days until the first day of the calendar month after completion of six months of active service with the District.
- 10.8 Pregnancy shall be treated as an illness for the purposes of sick leave.
- 10.9 If an employee does not take the full amount of leave accrued in any year under this Section, the amount not taken shall be accumulated from year to year.
- 10.10 The employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor if the employee is filing a request for retirement.
- 10.11 An employee who cannot report for work because of illness or injury shall notify or see that someone else notifies his/her supervisor at the earliest possible opportunity.

(Continued)

Article X:

LEAVES (Continued)

- 10.12 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 exceeds one week, the employee shall attach a physician's certification of illness and authorization to return to full-time duty to the absentee report. If the absence is for 30 days or more, an absentee report will be filed at the end of each month. Certification of such illness/absence shall be required and filed promptly after the fifth day of absence. The District may require a physician's certification of illness and an authorization to return to duty for an absence of less than one (1) week 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 advance notice in writing that such certification will be required for a stated period of time.
- 10.13 No employee shall be entitled to sick leave with pay while absent from work for any of the following causes:
- Disability arising from sickness or injury purposely self-inflicted or caused by any willful misconduct.
 - Sickness or disability while on leave of absence other than regular vacation.
- 10.14 **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 60 days in any one fiscal year for any one such accident or illness. Utilization of such leave shall be subject to the following conditions:
- Such leave shall not cumulative from year to year.
 - Such leave will commence on the first day of absence due to such industrial accident or illness.
 - Payment for such leave shall not, when added to any award granted to the employee under the Worker's Compensation laws of State, exceed such employee's normal daily rate of compensation.
 - The amount of such leave will be reduced by one day for each day of authorized absence regardless of any Worker's Compensation award to the employee.
 - The continuation of authorized absence into a subsequent fiscal year shall not be deemed to extend or increase the 60 days of leave available for such industrial accident or illness.
 - Utilization of such leave shall be subject to the employee's submission of a physician's certification of illness or injury, and the effects thereof. Such certification shall be made by a physician satisfactory to the District, provided that, if the District designates such physician, it shall be responsible for the reasonable cost of the examination required for such certification.
 - Leave with pay because of industrial accident or illness shall first be charged to the above-mentioned 60-day leave provision before an employee is required to utilize any accumulated sick leave.
 - 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.
- 10.15 **Part-Pay Sick Leave**
When a regular permanent classified employee is absent from his/her duties on account of illness or accident, whether or not the absence arises out of or in the course of employment of the employee, the employee shall be credited with a total of 100 working days per fiscal year of part-pay sick leave, in addition to the accumulated or current sick leave to which he/she is entitled under this Article. Such days of paid sick leave in addition to those required by this Article shall be compensated at a rate of 50 percent of the employee's regular salary. The paid sick leave authorized under this Article shall exclude any other paid leave, holidays, vacation, or compensating time to which the employee is entitled. This benefit shall be limited to a 100-day period for any one illness or absence during any fiscal year.
- 10.16 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.
- 10.17 An employee who is on an approved unpaid leave of absence for one year or less, or whose employment is terminated voluntarily or by layoff and who returns to employment with the District within 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.

(Continued)

Article X:

LEAVES (Continued)

10.18 Personal Necessity Leave

Accrued full-pay sick leave may be used by an employee, subject to District approval 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 a 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 six (6) days per year available to an employee for personal necessity leave may be used for personal necessities as determined by the employee, provided that such leaves shall require reasonable advance notice to the supervisor. Notwithstanding any of the above purposes, accumulated sick leave shall not be used to compensate any employee whose absence results from his/her participation in a strike, work stoppage, work slowdown, or any other labor disturbance. The district may require an employee to provide written verification of the need for personal necessity leave in excess of the three (3) days.

"Immediate family" is as defined in Article 10.1 above.

10.19 Compassionate Leave

Any regular employee may be granted in any one school year a maximum of three 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 Head in the case of District personnel), and with the concurrence of the District Personnel Office, necessitated the employee's presence in his/her home or at the scene of the emergency. The final decision on all requests shall be made by the District Personnel Office on the day of application. This leave is to be granted only after other types of leave and vacation time have been depleted.

10.20 Long Term Leave

The Personnel Commission may grant a maximum of six months leave without pay to permanent classified employees. An additional six months maximum may be granted by another action of the Personnel Commission. Total leave without pay shall not exceed one year.

The administration 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.

10.21 Approved Absence Without Pay

An approved absence without pay of up to ten (10) working days may be granted to an employee with the advance approval of the employee's immediate supervisor and the Personnel Director.

10.22 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 not to exceed six months. The employee must submit written request for leave without pay status through his/her supervisor for approval of the Personnel Commission. The Commission may renew the leave of absence, at the request of the supervisor, for an additional six months. Extension beyond the one-year limit on leave without pay will be considered by the Commission 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 handicap, the employee still is unable to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of 39 months.

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

(Continued)

Article X:

LEAVES *(Continued)*

10.23 **Return Before Expiration of Leave**

Two weeks' written notice and the approval of the Personnel Commission are required for an employee who desires to return to duty before expiration of an authorized leave of absence.

10.24 **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.

10.25 **Study Leave**

All regular classified employees shall be authorized to take one course each semester 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 hours from the work assignment to allow for travel time and class attendance. Courses selected must be applicable to unfilled degree requirements, must be job-skill related, or must be part of the Wellness Program. If the course selected by the employee requires more than three and one-half hours a week attendance, including travel time, the employee will 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 Office employees require approval of the Chancellor.

All fees associated with enrollment in classes shall be borne by the employee.

10.26 **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 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 time 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-year period.

10.27 **Adoption Leave**

Immediately following the adoption of a child, an employee shall be granted time off and utilize accumulated vacation, compensatory time, or unpaid leave up to a maximum of fifteen (15) working days.

Article XI:

HEALTH AND WELFARE BENEFITS

- 11.1 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 under the existing plans or under such plans providing at least equivalent benefits as the District may designate.
- 11.2 An eligible employee who wishes to have health coverage provided through Kaiser or Health Net rather than through Blue Cross Foundation, may do so, provided that 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 District's contribution shall in no event exceed the full cost of the monthly premium for any such coverage. The deletion or addition of any federally qualified HMO to the options available to employees shall only be by joint agreement of the parties.
- 11.3 The employee bears the responsibility for meeting all requirements for eligibility in any plans provided by the District and for properly completing enrollment and/or application forms.
- 11.4 The District shall continue to contribute the sums necessary to provide the benefits specified in this Article for each employee eligible for such benefits. The District shall provide for a medical premium rerate of up to 20% for 1991-92. Any cost increase in excess of that percentage will be adjusted by a corresponding reduction in the amount of funds provided for salary increases effective July 1, 1991.
- 11.5 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.
- 11.6 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.
- 11.7 If the District plans to secure coverage in a joint powers agreement, or if responsive bids for alternative medical, dental and/or vision benefit plans are received, and if acceptance is likely and would result in premium contributions less than those specified above, the District shall promptly notify the SEIU of such probable acceptance and shall, upon request, meet and negotiate regarding the allocation of any such savings.
- 11.8 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, with premiums paid by the District 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-two (72) through June 30, 1992; thereafter the age and years of service shall revert back to equal to or greater than seventy-five (75). Those retired individuals who meet the conditions listed above who were hired July 24, 1990 or after shall be provided with a Medical Supplemental Plan at the age of 65. The Minimum age for retirement is fifty (50). The District shall provide paid dental benefits for currently retired classified employees who are receiving District paid health and vision benefits.
- 11.9 Any other employee who is serving the District at the time of retirement, and who has served the District a minimum of five (5) years and reached the age of 55, shall, upon retirement, have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the retiree.
- 11.10 Eligibility and benefits shall be as specified in the then-existing group medical insurance plan.
- 11.12 Irrespective of provisions relating to District provision of health and welfare benefits, eligible employees shall otherwise maintain the right to retire at age 50 with a minimum of five (5) years' service.
- 11.13 With approval of the college president or appropriate district office manager and the personnel department, an employee may donate accumulated vacation time to provide continued medical insurance benefits to an employee with a prolonged non-industrial injury or illness who has exhausted all paid leaves. All donations will be in whole hour increments with a minimum of eight (8) hours and a maximum of forty (40) hours. The value of the donation will be based on the donating employee's hourly rate. The maximum total donations an employee may receive is an amount equal to the medical premiums for six (6) months.

Article XII:

HOLIDAYS

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

- Independence Day
- Labor Day
- Veterans' 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

12.2 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.

Article XIII:

VACATION

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

- a. Six months through three years of continuous service: one day per month.
- b. Four through fourteen years of continuous service: one and one-quarter days per month.
- c. More than fourteen years of continuous service: one and two-thirds days per month.

13.2 Part-time employees covered by this Agreement shall earn vacation on a pro-rata basis, in such proportion as their regular assignment bears to a full-time assignment.

13.3 Insofar as practicable and consistent with the needs of the District, vacations shall be granted as 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.

13.4 Vacation not taken in one year may be accumulated to the next year. An employee's maximum total of accumulated vacation shall not exceed 30 days. Vacation accumulated prior to July 1, 1982 will not be considered in the 30-day accumulation limit. Such limit may be extended with the approval of the president when the immediate supervisor has denied the employee the opportunity to utilize earned vacation within the fiscal year.

13.5 All employees 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 that 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 XIV:

TRANSFER AND REASSIGNMENT

- 14.1 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.
- 14.2 Any employee covered by this Agreement who desires a future transfer or reassignment may submit a written request to the District Personnel Office. Such requests shall be considered current for one year after such submission, provided that the Personnel Director may utilize requests older than one year, and provided further that an employee may update or withdraw his/her request at any time.
- 14.3 When the District determines that 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 having the necessary training and experience for the vacant position. The supervisor may utilize either list to fill the vacant position, provided that he/she shall first consider the transfer/reassignment applicants, and if he/she utilizes the list of transfer or reassignment applicants, and if two or more such applicants possess equal training, experience and ability for the position, preference shall be given to the applicant with the greater District seniority. The term "candidate," as used in this Article, includes applicants for reemployment, promotion and initial employment with the District.
- 14.4 An application for voluntary transfer or reassignment to a vacant position will be considered timely if filed in the District Personnel Office prior to the close of applications for open or promotional candidates. All initial vacant positions will be posted for a period of not less than three working days before the District Personnel Office's referral of lists of candidates or applicants to the appropriate supervisor.
- 14.5 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.
- 14.6 Reassignments of employees covered by this Agreement are the responsibility of management at the relevant college, provided that such employees shall not be reassigned in an arbitrary or capricious manner.
- 14.7 The District Personnel Office shall maintain eligibility lists for certification for vacant positions based upon the results of open and promotional examinations. The promotional candidates passing the examination shall be placed at the top of the eligibility list and all open candidates shall follow in rank order.

Article XV:

GRIEVANCE PROCEDURE

- 15.1 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.
- 15.2 A grievance is a complaint alleging that there has been a refusal to apply this Agreement or a misinterpretation or misapplication of the terms of this Agreement.
- 15.3 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.
- 15.4 A grievance shall be submitted on the grievance form appended hereto as Appendix B.
- 15.5 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.
- 15.6 All reasonable efforts 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 Chapter President or his/her designee may attend such meetings at Step IV without loss of compensation.
- 15.7 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 that 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.
- 15.8 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 grievances. If the parties agree that such grievances are sufficiently similar to create a 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 that 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.
- 15.9 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.
- 15.10 **Grievance Procedures**
A grievance must be submitted within 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, Administrative Services or Appropriate 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 Administrative Services or the appropriate District Office Manager under whose jurisdiction the grievance occurred. The Vice President/District Office Manager shall render a written decision to the grievant within ten (10) working days after submission of the appeal.

(Continued)

Article XV:

GRIEVANCE PROCEDURE (Continued)

15.10 Grievance Procedures (Continued)

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 Office Manager. The College President/District Office Manager shall, upon request, meet promptly with the grievant to discuss the grievance. The President/District Office 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 District 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, he/she 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 his/her 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 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 arbitrability 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, and to the District's Governing Board. The Board shall thereafter advise the parties regarding its decision as to whether to accept or not accept the recommendation of the arbitrator. The decision of the Board is final.

Article XVI:

SAFETY

- 16.1 The District will provide a safe working environment for employees.
- 16.2 Any employee who observes a condition in the working environment that he or 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 body that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 16.3 If any employee has notified his/her immediate supervisor of an alleged unsafe working condition, and the employee feels that 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 Maintenance and Operations. The District shall then take appropriate corrective action or forward the complaint to the office of the College President.

In the case of conditions relating to VDT use, complaints will be addressed to the campus or district office vice president of administrative service or vice chancellor of administrative services.

- 16.4 Within five (5) days of receipt of any such complaint, the College President shall take appropriate corrective action, or shall convene an *ad hoc* safety committee, consisting of two employees appointed by SEIU and two members of District management. The committee shall investigate the complaint and shall prepare written findings and recommendations within 15 working days.

In the case of complaints relating to VDT use, the Committee shall base its review on guidelines agreed upon by the Union and Management.

The following are guidelines for evaluating complaints by employees who regularly use VDT's:

- a. **Lighting:** Glare should be prevented through the use of such methods as glare screens and positioning of VDT's away from windows.
 - b. **Muscle Fatigue and Eye Strain:** Should be prevented through the use of such methods as providing orthopedically correct chairs, adjustable positioning of keyboard and screen, and arm-, wrist-, and footrests.
 - c. **Proper Operation:** Machines should be maintained, with maintenance records available to Union-designated health and safety monitors.
 - d. **Training:** Jointly agreed upon by Union and Management; should be provided on a regular basis.
- 16.5 If the *ad hoc* safety committee recommends corrective action, and such action is not taken, the employee who submitted the complaint may, within fifteen (15) calendar days after receipt of his/her copy of the recommendation, utilize the grievance procedure of this Agreement for further processing of the complaint. Except as specifically set forth above, the grievance procedure shall not otherwise be applicable to safety matters.
- 16.6 The District will continue its practice of making health services available to employees for emergency medical treatment on the same basis upon which such services are made available to the students.
- 16.7 Any employee who is threatened with bodily harm, or who suffers bodily harm because of the actions of any individual or group which such employee is acting within the course and scope of his/her assigned duties, shall report such threat or harm to his/her immediate supervisor, and, where appropriate, to designated law enforcement authorities.
- 16.8 Management will make every reasonable effort to accomodate employee requests for temporary changes in assignment in the event that they are advised by a physician to limit use of VDT's.

Article XVII:

REDUCTION IN FORCE

17.1 Layoff procedures are as follows:

- a. Employee will be given a 30-day notice of layoff and will be requested to respond in writing within two weeks of receiving notice as to whether he/she will accept the layoff or invoke bumping rights.
- b. An employee may bump the least senior employee in his/her present classification.
- c. The least senior employee in the classification may bump into a lower classification if he/she held permanent status in the lower classification and there is an employee in the lower classification with less seniority.
- d. The employee being bumped from a position will be given a 30-day notice of layoff, and the procedures followed are the same as in "a", "b" and "c" above.

17.2 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. A position may also consist of functions that are being performed by hourly (adult or student) and the District has determined are critical and must be performed.
- c. Each campus will identify the critical positions and functions that may make up an appropriate position on a continuing basis.
- d. The employee shall notify the District should any proposed position be unacceptable.
- e. 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.
- f. 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.
- g. 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 24 months in addition to the 39 months of reemployment rights.

Article XVIII:

EFFECT OF AGREEMENT

- 18.1 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.
- 18.2 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 counterproposals with respect to any matter not reserved by policy or law from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.
- 18.3 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 and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 18.4 Should any article, section, or clause of this Agreement be declared illegal by the final judgment of a court of competent jurisdiction, 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.

Article XIX:

CONCERTED ACTIVITIES

- 19.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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 XX:

TERM

- 20.1 Except as otherwise provided in this Agreement, the term of this Agreement shall be from July 1, 1990 through June 30, 1993.
- 20.2 In the event that either party hereto desires to open the provisions of Article VIII and Article XI, such party shall serve upon the other, during the period from June 1 through July 15 of 1992, its full proposal for amendment of such sections. If such proposals are served, negotiations shall begin not later than September 15 of such year.
- 20.3 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, 1992 to January 15, 1993, 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, 1993.

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 this 24th day of July, 1990.

FOR THE
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Jerry D. Paulsen

B. Marchione

FOR THE
SERVICE EMPLOYEES INTERNATIONAL UNION
Local 535

Matthew R. ...
Leanne Colvin

Glarene Murray

John G. Lynn

Gregory P. Cross

Honey J. Davis

William Smith

On the 24th day of July, 1990, the Governing Board of the Ventura County Community College District, voted, by the following votes, to approve the above Agreement in its entirety:

Cole	Yes
Ely	Yes
Hirschberg	Yes
Kampf	Yes
Tafoya	Yes

ATTEST:

Barbara A. Derryberry

Barbara A. Derryberry
Chancellor
Secretary to the Governing Board

Appendix A:

SALARY SCHEDULE

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Personnel Office

1990-91 SALARY SCHEDULE

For Classified Employees (Unit A & B)

July 1, 1990

PCL	Classification	Schedule No.	1	2	Steps 3	4	5	6
087	Food Service Assistant I	160	7.52 (1304)	7.93 (1374)	8.36 (1449)	8.83 (1531)	9.31 (1613)	9.81 (1701)
046	Accounting Clerk I							
061	Bookstore Cashier							
074	Courier Clerk							
088	Food Service Assistant II	180	1449 (8.36)	1531 (8.83)	1613 (9.31)	1701 (9.81)	1796 (10.36)	1895 (10.93)
125	Media Aide							
047	Registration Assistant							
111	Clerical Assistant I							
077	Data Entry Operator							
079	Duplicating Equipment Operator	190	1531	1613	1701	1796	1895	1999
135	Special Projects Assistant							
143	Telephone Operator/Receptionist							
051	Accounting Clerk II	195	1570	1657	1749	1845	1947	2058
120	Library Clerk							
070	Children's Center Associate							
133	Clerical Assistant II	200	1613	1701	1796	1895	1999	2114
147	Student Services Assistant I							
146	Word Processing Operator							
076	Accounts Payable Assistant							
075	Custodian	205	1657	1749	1845	1947	2058	2172
128	Personnel Clerk							
131	Purchasing Assistant							
052	Accounting Clerk III							
174	Articulation Assistant							
065	Campus Payroll/Personnel Assistant	210	1701	1796	1895	1999	2114	2230
136	Financial Services Assistant							
089	Grounds Maintenance Worker							
130	Student Services Assistant II							
062	Bookstore Stock Clerk							
145	Tool Room Attendant	215	1749	1845	1947	2058	2172	2290
150	Warehouse Assistant							
053	Accounting Technician I							
055	Administrative Aide							
056	Administrative Secretary I							
093	Admissions and Records Technician							
058	Assistant Food Services Supervisor							
097	Instructional Assistant/Agricultural Machinery and Welding							
102	Instructional Assistant/Agricultural Sciences							
098	Instructional Assistant/Automotive							
101	Instructional Assistant/Developmentally Disabled							
106	Instructional Assistant/Early Childhood Education							
105	Instructional Assistant/Exotic Animal Program							
180	Instructional Assistant/Food Services Operations Coord.	220	1796	1895	1999	2114	2230	2354
108	Instructional Assistant/Foreign Language/English							
109	Instructional Assistant/Industrial Mechanics							
085	Instructional Assistant/Language Lab							
099	Instructional Assistant/Machine Shop							
112	Instructional Assistant/Multi-Clerical							
104	Instructional Assistant/Nursing							
113	Job Placement Specialist							
118	Lead Custodian							
117	Learning Disability Technician							
083	Physical Education/Athletic Equipment Manager							
140	Student Loan Specialist							
139	Student Health Center Assistant							
094	Grounds Equipment Operator/Mechanic							
091	Golf Course Groundskeeper	225	1845	1947	2058	2172	2290	2416
134	Sprinkler Repair Technician							

(Continued)

Appendix A:

SALARY SCHEDULE

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES (UNIT A & B) Effective July 1, 1990

PCL	Classification	Schedule No.	1	2	Steps 3	4	5	6
054	Accounting Technician II							
072	Administrative Aide II							
057	Administrative Secretary II							
152	Career Resources Specialist I							
169	Clerical/Data Technician							
172	Costume Technician							
164	Data Technician							
176	Disabled Student Services Technician							
092	Graphic Communications Technician	230	1895	1999	2114	2230	2354	2481
173	Instructional Lab Technician/Hotel & Restaurant Mgmt.							
103	Instructional Lab Technician/Information Systems							
107	Instructional Lab Technician/Learning Center							
110	Instructional Lab Technician/Office Automation							
170	Instructional Lab Technician/Office Technology Labs							
121	Library Technical Assistant							
123	Maintenance Assistant							
126	Media Center Specialist							
149	Phototypesetter							
073	Community Services Specialist	235	1947	2058	2172	2290	2416	2551
048	Accounting Technician III							
142	Administrative Secretary III							
060	Bookstore Operations Assistant							
063	Campus Fiscal Services Technician							
160	Career Resources Specialist II							
100	Disabled Student Services Specialist/Interpreter	240	1999	2114	2230	2354	2481	2621
084	Financial Aid Specialist							
158	Graphic Artist							
078	Instructional Data Technician							
159	Student Activities Specialist							
168	Student Services Specialist/International Students							
141	Swimming Pool Technician							
044	Fiscal Services Technician	245	2058	2172	2290	2416	2551	2692
067	Carpenter							
068	Community College Police Officer I							
153	Computer Operator							
161	EATM Technician							
082	Equipment Mechanic							
059	Instructional Lab Technician/Automotive							
114	Instructional Lab Technician/Biology							
115	Instructional Lab Technician/Chemistry							
137	Instructional Lab Technician/Photography							
165	Instructional Lab Technician/Physics-Earth Sciences	250	2114	2230	2354	2481	2621	2762
132	Instructional Lab Technician/Ranching							
122	Locksmith							
119	Matriculation Specialist							
127	Painter							
151	Roofer							
144	Theater Technician							
162	Tutorial Services Specialist							
163	Welder							
080	Electrician							
095	Heat/Vent and Air Conditioning Mechanic (HVAC)							
116	Instructional Lab Technician/Sciences	260	2230	2354	2481	2621	2762	2914
129	Plumber							
124	Vehicle and Equipment Mechanic							
049	Budget Analyst	265	2290	2416	2551	2692	2838	2995
086	Computer Maintenance Technician							
069	Community College Police Officer II							
050	Electronics Technician	270	2354	2481	2621	2762	2914	3076
081	Instructional Lab Technician/Electronics							
179	Programmer I							
064	College Public Relations/Information Officer							
071	College Trainer							
090	Counselor Assistant	285	2551	2692	2838	2995	3158	3333
148	Television Production Specialist							
160	Student Activities Specialist II							
096	Student Services Specialist/Matriculation							
156	Information Systems Trainer	295	2692	2838	2995	3158	3333	3515
155	Programmer III	315	2995	3158	3333	3515	3710	3917
178	Research Analyst							
157	Senior Trainer, Information Systems	325	3158	3333	3515	3710	3917	4087
154	Computer Specialist	335	3333	3515	3710	3917	4087	4301
177	Programmer Analyst I							

Appendix A: SALARY SCHEDULE

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES (UNIT A & B) Effective July 1, 1990

Shift Differential Schedule

Swing Shift - \$52.00 per month (\$.30 per hour)
Split Shift - \$95.33 per month (\$.55 per hour)
Graveyard Shift - \$104.00 per month (\$.60 per hour)

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

Differential for Bilingual Ability	2.9%
Supervisory Responsibility Factor for	
Food Service Assistant I	11.6%
Supervisory Responsibility Factor for	
Skilled Tradesmen	5.8%
Differential for pesticides	5.8%

Appendix B: GRIEVANCE FORM

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 them to this form.)

Grievant or Representative's Signature _____ Date _____

Response: _____

Signature _____ Date _____

Step II _____ Disposition _____

Step III _____ Disposition _____

Step IV _____ Disposition _____

White - Personnel Office; Green ; SEIU Copy; Canary ; President's Copy; Pink - Immediate Supervisor; Goldenrod - Employee Copy

Appendix C: EVALUATION FORM

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

PERFORMANCE REPORT FOR CLASSIFIED EMPLOYEES

Last Name _____ First Name _____ Classification _____ Location _____
 Division/Department _____ Supervisor _____ Rating Period _____ to _____

Probationary Employee <input type="checkbox"/> Rating: First ____ Second ____ Final ____ Recommended for Permanency: Yes <input type="checkbox"/> No <input type="checkbox"/>	Permanent Employee <input type="checkbox"/> Annual Rating <input type="checkbox"/> Monthly Rating <input type="checkbox"/>	Restricted Employee <input type="checkbox"/> Limited Term Employee <input type="checkbox"/> Rating: First ____ Second ____ Third ____ Annual Rating <input type="checkbox"/>
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S = Satisfactory (at or above the ob performance standards) I = Improvement needed, as indicated U = Unacceptable performance, as indicated

THIS IS YOUR RATING:	S	I	U	SUPERVISOR'S COMMENTS (required for all ratings, suggestions for improvement required for "I" or "U" ratings)
1. QUALITY OF WORK Accuracy, thoroughness, neatness, knowledge, skill.				
2. QUANTITY OF WORK Volume, application, time and equipment utilization.				
3. WORK HABITS Initiative, resourcefulness, punctuality safety considerations, ability to take and follow directions.				
4. PERSONAL RELATIONS Cooperation, relationships with fellow employees and public, willingness, cheerfulness, patience, teamwork.				
5. PERSONAL FITNESS Integrity, sobriety, stability, loyalty, dependability, judgement, appearance, physical condition.				
6. SUPERVISORY ABILITY (if applicable)				

REMARKS

Rater _____ Title _____ Date _____
 Employee _____ Title _____ Date _____
 Reviewer _____ Title _____ Date _____
 President/Chancellor _____ Date _____

Signature of employee does not mean he/she agreed with rating. It simply means he/she has seen the report of his/her supervisor.
 The employee may attach a letter with additional comments to the official Personnel Office copy.

White Copy - Personnel Yellow Copy - Rater Pink Copy - Employee

