

Agreement Between  
**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT**  
and  
**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 99**



**JULY 1, 2022 - JUNE 30, 2025**



reasonable travel time from the employee's worksite to and from the District office will be provided. Following the meeting, the employee or authorized Union representative may obtain copies, including electronic copies, upon request 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 their 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 their immediate supervisor, and such evaluation shall be set forth on the *Classified Employee Performance Evaluation* attached hereto as Appendix C. The Guidelines for Classified Employee Evaluation included in Appendix C must be followed to complete all evaluations. When there is a change in supervision, a transitional evaluation shall be prepared prior to the change. Each supervisor shall evaluate only for the time the employee was under their supervision. In the absence of a timely evaluation, employees shall be considered to have a ranking of at least Effective 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 within three (3) months of 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 three (3) 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 an "effective" level of performance. An employee has the right to respond to their 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 their evaluation, the evaluation must indicate the manner in which the employee is not meeting standards for the position; determine an "Effective" 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 filed with 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 their regular part-time assignment for a period of twenty (20) or more consecutive working days shall have their 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 their 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 their 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