



AGREEMENT BETWEEN THE

LAKE TAHOE COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

AND THE

LAKE TAHOE COMMUNITY COLLEGE

CLASSIFIED EMPLOYEE UNION (CEU/CTA/NEA)

July 1, 2021 – June 30, 2023

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ARTICLE 1 - RECOGNITION

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement between the parties enumerated below.
- 1.2 This Agreement is made and entered into by and between the Lake Tahoe Community College District, which together with its administrative staff, board and representatives shall be referred to in this Agreement as the "District," and the Lake Tahoe Community College Classified Employees Union, CTA/NEA, the classified employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "CEU."
- 1.3 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA." The District recognizes the CEU as the exclusive bargaining representative for the employees in the Agreement signed by the parties on August 1, 2011 and on file with the Public Employment Relations Board
- 1.4 The District will notify the CEU of any new non-certificated positions or current positions represented by the CEU that are re-titled/reclassified and the District's determination of whether the position is or is not in the bargaining unit represented by the CEU. The CEU will notify the District in writing if it disagrees with the District's determination. Upon written request, the District agrees to meet with the CEU and attempt to resolve any dispute over the designation of a new position as management, supervisor, or confidential. Notification time of ten (10) working days being requested. If added, then there should also be a time limit of five (5) working days for the CEU notification of disagreement.
- 1.5 If agreement cannot be reached within a reasonable time, the disputed case shall be submitted to the Public Employees Relations Board (PERB) for resolution.

ARTICLE 2 - CLASSIFIED EMPLOYEES UNION (CEU) RIGHTS

- 2.1 Nothing contained in this Agreement shall be construed to deny or to restrict any employee's or the CEU's rights granted in the Education and/or Government Codes or granted under specific provisions of this Agreement.
- 2.2 Facilities Use: The CEU shall have the right to use campus buildings, sites and equipment upon request and in accordance with California Education Code Sections 40040, et seq. (Civic Center Act *and provisions contained in the Government Code Section 3543.1*).
- 2.3 The CEU may place CEU materials in "mailboxes" designated by the District for use by employees. The CEU may also use bulletin board spaces designated by the Superintendent/President. All such materials shall be clearly designated as a product of the CEU, and a copy shall be submitted to the Director of Human Resources.
- 2.4 Information Sharing: Upon request, the District agrees to provide the exclusive representative with all information that is necessary and relevant to the CEU's duty to represent employees in

their employment relations, unless there is a compelling reason why the information should not be provided. The CEU shall reimburse the District for cost of reproduction requests in excess of one hundred (100) pages.

- 2.5 The District shall provide, upon request, a list of all current employees, including telephone numbers and personal email addresses. (Government Code Section 6254.3)

- 2.6 Release Time

- 2.6.1 Release time shall be provided to CEU members as follows:

- 2.6.1.1 Negotiations: Authorized members of the CEU negotiating team shall be released from their regular work duties, without loss of pay or benefits, when negotiation meetings with the District (including caucuses) are scheduled during regular working hours of the CEU members involved.

- 2.6.1.2 Grievances: Authorized CEU representatives and the Grievant(s) shall be released from their regular work duties, without loss of pay or benefits, when processing grievances and/or meeting with the District.

- 2.6.1.3 Shared Governance: Since employees serving as Executive Officers of the CEU are required to participate in certain shared governance activities, such activities shall be considered as part of the employee's assigned weekly hours. Timely completion of the employee's regular duties shall be a priority, as discussed with and approved by their supervisor.

- 2.6.1.4 District Committee Appointments: The CEU shall have the right to appoint employees to all committees established by the District where participation by classified employees is desired and/or necessary.

- 2.6.1.5 Employees shall be released from work for no more than one (1) hour per month for up to twelve (12) times per year to attend regular on-campus business meetings of the CEU.

- 2.7 Payroll Deduction

The District agrees to collect CEU dues.

- 2.8 Oppose Third-Party Requests for Employees' Information

The District shall not disclose to a third-party personal employee information such as home addresses, personal email addresses, home phone or cell phone numbers, birthdates, family member names, etc.

- 2.9 Respectful Workplace

The District and CEU are committed to building a respectful and lasting labor management relationship based on respect, collaboration, and open communication that is free from harassment and intimidation.

2.10 Non-Discrimination for CEU Activity

The District shall not discriminate, discipline or take any adverse employment actions against any employee for their participation or non-participation in CEU activities.

ARTICLE 3 - DISTRICT RIGHTS

3.1 All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District. Included in, but not limited to, those duties and powers are the right to:

3.1.1 Determine its organization

3.1.2 Direct the work of its employees

3.1.3 Determine the time and hours of college operations

3.1.4 Determine the kinds and levels of services to be provided

3.1.5 Establish policies, goals, and objectives

3.1.6 Determine staffing patterns and the number and kinds of personnel required

3.1.7 Build, move, or modify facilities

3.1.8 Establish budget procedures and determine budgetary allocation

3.1.9 Determine the method of raising revenue

3.1.10 Hire, classify, assign, evaluate, promote, transfer, layoff, reduce hours, terminate and discipline employees

3.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the business of the District to the full extent of the law, unless limited by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

3.3 In cases of emergency, however, the District may take reasonable action which might otherwise amend this Agreement for the duration of the emergency. Before taking such action, the District must make every reasonable effort to consult with the CEU concerning what appropriate action should be taken.

- 3.4 An emergency shall be defined as an unforeseen set of circumstances that would constitute imminent danger to personnel, property, or college operations, such as fire, flood, and other acts of God.

ARTICLE 4 - SAVINGS

- 4.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 5 - STATUTORY CHANGES

- 5.1 In the event of invalidation of any article or section of this Agreement, the District and CEU agree to meet and negotiate within thirty (30) days after each determination for the purpose of arriving at a mutually agreeable resolution to the invalidated or statutorily changed section.

ARTICLE 6 - SHORT TERM, SUBSTITUTE, VOLUNTEERS & STUDENT WORKERS

6.1 Short-term Employees

- 6.1.1 Short-term employee means any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. The service shall not extend beyond seventy-five percent (75%) of the school year or one hundred, ninety-five (195) working days, irrespective of the number of hours worked per day. All paid holidays, sick leave, vacation and other paid leave shall be included in the one hundred, ninety-five (195) day limit. Before employing a short-term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee and the ending date of the service. (ECS 88003)

6.2 Substitute Employees

- 6.2.1 Substitute employee means a person employed to replace any classified employee who is temporarily absent from duty, or during a recruitment period to replace the classified position. The District may hire a substitute employee for not more than sixty (60) calendar days, unless extended via a memorandum of understanding.

6.3 Volunteers

- 6.3.1 The District shall not abolish any of its classified positions and utilize volunteer aides in lieu of classified employees who are laid off as a result of the abolition of a position. The District shall not refuse to employ a person in a vacant classified position and use volunteer aides in lieu thereof.
- 6.3.2 Volunteer aides may be used to enhance the District's educational program, but not to displace classified employees, nor to allow the Districts to utilize volunteers in lieu of normal employee requirements. (ECS 72401)
- 6.4 Student Workers
- 6.4.1 Employment of Student Workers (i.e., student in any college work-study program, or in a work experience education program) shall not result in the displacement of classified personnel or impair existing contracts for services. (ECS 88003)
- 6.4.2 Employees will coordinate the day-to-day workflow, schedule the work, and assist in the orientation and on the job training of student workers to the work unit.

ARTICLE 7 - NONDISCRIMINATION

- 7.1. Neither the District nor the CEU shall unlawfully discriminate against any employee on the basis of protected status under the California Fair Employment and Housing Act (FEHA): race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender (i.e. pregnancy, childbirth, breastfeeding or related medical conditions.), gender identity, gender expression, age, sexual orientation, or military and veteran status.

ARTICLE 8 - LABOR/MANAGEMENT MEETINGS

- 8.1 A monthly CEU/District meeting will be scheduled. The purpose of this informal meeting is to surface CEU issues and other matters of importance that can be reviewed by the parties and provide a forum to seek resolutions. This meeting shall not be a substitute for the grievance procedures or negotiations, but can address the issues underlying a grievance.
- The CEU will be represented by the CEU President and the Bargaining Chair or another member of the bargaining team. From time to time when appropriate, the CEU may bring in an additional member who has specific information relating to an issue.
 - The District will be represented by the Superintendent/President or the Vice President of Administrative Services and an additional administrator of the employee's choice.
 - If an issue is resolved through a Memorandum of Understanding (MOU), the MOU will be attached to the Agreement and function as a section of the Agreement.

- If the MOU's content is specific to a particular employee, it will be filed in each party's MOU file and not published as part of the Agreement.

ARTICLE 9 - PROBATIONARY EMPLOYEES

- 9.1 Newly hired employees shall serve a probationary period of one (1) year (twelve (12) working months). Upon completion of one (1) year of service, probationary employees will become permanent employees.
- 9.2 No later than two (2) weeks after employment, employees will be provided with their Classification information and, work schedule, lunch/break times, Employee Handbook and a copy of the CEU/District Agreement. ¹
- 9.3 The immediate supervisor will make every reasonable effort to provide guidance, training and clear expectations for the newly hired employee.
- 9.4 If the member is eligible for District uniforms and other work tools designated in ARTICLE 21 - SAFETY of the Agreement, they will be issued within the first two (2) weeks.
- 9.5 Probationary employees will receive a written evaluation three (3) times during the probationary period: at the end of the third (3rd), sixth (6th) and tenth (10th) working months. At the time of the tenth (10th) month, a recommendation for either granting permanency or termination shall be made.
- 9.6 A new employee who is suspended or dismissed during their initial probationary period shall be notified in writing of the action taken and the reasons therefore.
- 9.7 An employee who has changed positions shall serve a probationary period of six (6) months which includes any portion of the year needed to attain permanency with the district before attaining permanency in the higher class (Ed code 45113).
- 9.8 Promoted employees who do not successfully pass the six (6) month probationary period shall be returned to their former position.
- 9.9 A permanent employee who is dismissed suspended or demoted to other than the employee's former class during a probationary period shall retain full rights of appeal.

ARTICLE 10 - HOURS OF EMPLOYMENT

¹ 88001. As used in this chapter the following terms mean:

(a) "Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

10.1 Initial Employment

- 10.1.1 Upon initial employment, and upon each change in classification, each employee shall receive a copy of the applicable job description, a specification of the salary range, salary step and monthly and hourly rates applicable to the employee's position, as well as hours per week and weeks/months per year. The employee's supervisor will provide the assigned work location and work shift.

10.2 Work Year/Week/Day

- 10.2.1 The work year shall be July 1 and end the following June 30; the typical workweek shall be Monday thru Friday. Exceptions may be made per [Article 10.18](#) or where an alternative workweek is indicated at the time of hire. Involuntary changes to the scheduled days or hours may be made upon mutual agreement between the employee, CEU and the District.
- 10.2.2 Full-time employees typically work 8:00 a.m. until 5:00 p.m. with a one (1) hour non-duty lunch period; however, schedules vary depending on departmental needs.
- 10.2.3 All non-exempt employees who work any hours between 5:00 p.m. and 8:00 a.m. Monday through Friday, or any hours on Saturday or Sunday, may be required to utilize the time clock system to record the time at the start and end of each work period, including before and after their meal break.

10.3 Overtime

- 10.3.1 The District may, at its discretion, provide either (1) compensation, or (2) compensatory time off for employees designated by the District and authorized to perform overtime work. "Overtime hours" are defined as any hours worked in excess of eight (8) hours in any work day and in excess of forty (40) hours in any work week, or work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of their work week (EC 88030). For the calculation of overtime, the work week starts at 12:00 a.m. Sunday and ends 11:59 p.m. Saturday evening.
- 10.3.2 Time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence is included in calculating the employee's number of hours worked for overtime purposes (EC 88027).
- 10.3.3 Employees having an average work day of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of their work week at one and one-half (1.5) times the regular rate of pay (EC 88030). Employees with daily work assignments of less than four (4) hours shall be exempted from the sixth (6th) day criteria, and paid an overtime rate on the seventh (7th) consecutive day.

- 10.3.4 Overtime must be authorized by the supervisor in advance and will be compensated at one and one half (1.5) times the employee's regular rate of pay, or compensatory time off at the rate of one and one half (1.5) hours per hour worked.
 - 10.3.5 All hours actually assigned and worked on a holiday as designated by the Agreement shall be compensated for at the applicable overtime rate either in wages or compensatory time in addition to holiday pay for which the employee may be eligible.
- 10.4 Distribution of Overtime
- 10.4.1 When unit work is to be assigned on an overtime basis, and when more than one (1) employee is employed within job classifications that contain the specific duties that are required by the overtime work, the supervisor or administrator will make every effort to distribute assigned overtime equally to all employees within those job classifications.
- 10.5 Compensatory Time
- 10.5.1 Compensatory time shall be taken at a time mutually acceptable to the employee and the District within six (6) months of the date on which it was earned unless approval for an extension is received from the Superintendent/President.
 - 10.5.2 The maximum amount of compensatory time off which may be accrued shall be sixty (60) hours. Employees who have accrued sixty (60) hours of compensatory time shall be paid overtime compensation in cash for any additional overtime hours of work.
- 10.6 Pay Dates
- 10.6.1 Employees are paid one (1) time per month on the last working day of the month for time worked that same month. A monthly absence report is due for supervisory approval the last day of each month. Approved overtime will be paid in the supplemental pay, typically paid on the tenth (10th) of the following month.
- 10.7 Flex Time
- 10.7.1 With a supervisor's approval, an employee may occasionally work an altered schedule. This is used to accommodate occasional personal scheduling conflicts, not to develop long-term alternative work schedules. It must not conflict with the needs of the District. The responsibility for tracking flex time is within departments; a form is available on the District's website. Flex time must be made up within the workweek as defined in [10.3.1](#) and an employee cannot work more than ten (10) hours in any one (1) day. Flex time is not considered overtime; it is hour for hour. A minimum non-duty break of thirty (30) minutes is required after working a six (6) hour shift.
- 10.8 Lunch Periods

- 10.8.1 All employees shall be entitled to a duty-free lunch period. The length of time for such lunch period shall be for a period of not longer than one (1) hour nor less than one-half (.5) hour and shall be scheduled for full-time employees at, or near midpoint of each work shift. If an employee is directed to work during their lunch period, such time shall be taken as close to the immediate hour after the regularly scheduled lunch period as possible. (CA Dept. of Industrial Relations: Meal Periods)

10.9 Break

- 10.9.1 All employees may have breaks, which, insofar as practical, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked. The time of such breaks is established by the immediate supervisor. Breaks are part of the regular work day and shall be compensated at the regular rate of pay for the employee. Breaks cannot be combined, skipped or saved. During breaks, employees are considered under the direction and supervision of the District. District management may, under extenuating circumstances, require an employee to work through their break. Any employee required to work through their break shall be entitled to a rescheduled break as soon as practical following the originally scheduled break. (Note: Legal requirement for rest periods, also known as a break, in California is ten (10) minutes; CA Dept. of Industrial Relations: Rest Periods)

10.10 Callback Pay

- 10.10.1 In the event an employee is called back to work following completion of their regular shift, said employee shall receive a minimum of two (2) hours pay at the applicable rate of pay. (*Industrial Welfare Commission [IWC] Orders 1-16, Section 5*)

10.11 Minimum Call-in Time

- 10.11.1 In the event an employee is called in to work on a day when the employee is not otherwise regularly scheduled to work, said employee shall receive a minimum of two (2) hours pay at the applicable rate of pay. In the event two (2) hours work is not available, the District reserves the right to assign said employee to at least two (2) hours work. (*IWC Orders 1-16, Section 5*)

10.12 Adjustment in Assigned Time

- 10.12.1 A part-time employee who is assigned by the District to work a minimum of thirty (30) minutes per day in excess of her/his regular assignment for a period of twenty (20) consecutive working days or more shall have the basic assignment changed to reflect the longer hours of the assignment in order to acquire fringe benefits on a properly prorated basis. (*EC 88036*)

10.13 Shift Differential

- 10.13.1 A shift differential of two and a half percent (2.5%) shall be paid to employees where fifty percent (50%) or more of their regularly assigned shift commences after 5:00 p.m. or prior to 8:00 a.m. for all hours worked. Employees who receive a shift differential premium will not lose such differential premium when assigned temporarily to a different shift for a period of less than twenty-two (22) working days or for the District's convenience.

10.14 Split Shift

- 10.14.1 No employee will be assigned a split shift as a regular assignment. The District will make every effort to schedule overtime or extra hours to avoid unpaid breaks of more than two (2) hours.

10.15 Schedule Change

- 10.15.1 Employees will be given a minimum of two (2) weeks' notice prior to a regular schedule change.
- 10.15.2 The work schedule may be adjusted during any day or week on a temporary basis by agreement between the supervisor and employee. Work schedules may be adjusted during any day or week to meet District emergency requirements.

10.16 Voting Time (CA Election Code 14000-14001)

- 10.16.1 Polls are open from 7:00 a.m. to 8:00 p.m. each election day. If an employee does not have sufficient time outside of working hours to vote at a statewide or local election, the employee may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the employee to vote.
- 10.16.2 No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.
- 10.16.3 The employee shall give the District at least two (2) working days notice that time off for voting is desired, in accordance with the provisions of this section.
- 10.16.4 Not less than ten (10) days before every statewide election, the District shall keep posted conspicuously at the place of work, if practical, or where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Article 10.16](#).

10.17 "Summer Hours" Schedule

- 10.17.1 During the summer months, a timeframe which is mutually agreed upon, and typically the Monday following graduation extending for an eight (8) week period, the District may switch to summer hours. During the summer hour schedule, standard office hours of 8:00 a.m. to 5:00 p.m. with a one (1) hour lunch break changes to 7:30 a.m. to 4:00 p.m. with a thirty (30) minute lunch break.
- 10.17.2 The Human Resources Department will check with CEU leadership and send out an e-mail reminder to all staff concerning the summer schedule change no later than the first (1st) week in June.
- 10.17.3 Employees are not forced to work the summer hour schedule, but an employee must communicate with their supervisor should the employee desire to remain on their standard non-summer hour schedule.

10.18 Alternate Work Schedules

- 10.18.1 To arrange a full-time schedule different from the standard eight (8) hour day, the supervisor will first (1st) consult with the Director of Human Resources. Employee requests, business necessity, and the impact on services and other departmental employees will be considered. The supervisor will send a written notice regarding the change to Human Resources, with a copy to CEU. While working an alternative schedule, it is understood that there may be occasions when the employee will be expected to work on their off day to participate in meetings, trainings, and other important District events. An alternative work schedule is not a permanent arrangement and is subject to annual review.
- 10.18.2 When working an alternate schedule which exceeds eight (8) hours in one (1) day, daily overtime rules will only apply when working beyond the established daily scheduled hours.
- 10.18.3 Individual employees may request an alternative work schedule based on one (1) of the options below. Supervisors have the authority to approve an alternative schedule after determining that the schedule does not create a hardship to the department, significantly impact service levels, or result in increased costs. Decisions regarding alternative work schedules are intended to be at the discretion of the District.
- 10.18.4 The following options are designed to result in no change in compensation and equivalent hours allocated in any two (2) week period compared to the traditional work schedule of Monday-Friday, 8:00 a.m. – 5:00 p.m.
- Four (4) day work week with total hours evenly split (e.g., four (4) shifts of ten (10) hours each) – Typically, overtime accrues after ten (10) hours per day and forty (40) hours in a week.
 - 9/80 scheduling (hours for ten (10) days are split over nine (9) days with an extra day off) – Typically, overtime accrues after nine (9) hours per day or eighty (80)

hours in a two week period. (Note: flexing the 9/80 day off day will likely cause the employee to incur four (4) hours of overtime, employees are to confer with supervisor for clarification.)

- Alternative eight (8) hour work day (e.g., thirty (30) minute lunch or early/late start time).

10.18.5 Supervisors will document the option chosen and the dates that the alternative schedule is in effect. The original documentation of the alternate work schedule would be maintained by the department and a copy would be provided to Human Resources at least two (2) weeks prior to implementation of the new schedule.

10.18.6 The traditional work schedule or an approved schedule option will go into effect for each employee at the beginning of the summer session for each academic year. An employee will be allowed one (1) subsequent change per academic year. Employees may be required to revert to a traditional schedule or modify their schedule based on any changing needs of the department such as resignations, changes in office hours, or other needs. Supervisors will notify an employee, Human Resources, and Payroll of schedule changes at least two (2) weeks in advance.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 General Provisions:

Domestic Partner: Wherever in this Article the word "spouse" is utilized it shall be interpreted and applied to include Domestic Partner.

11.1.1. A leave of absence is an authorization for an employee to be absent from duty for a specific period of time and for an approved purpose.

11.1.2. A condition of each leave of absence is that any required license or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the employee whenever practical.

11.1.3. Most leaves require advance authorization; where, pursuant to the terms of this Agreement, leave is not approved in advance, immediately upon return to work the employee shall complete the appropriate District form verifying the absence and submit to their supervisor.

11.1.4. Employees on a paid leave of absence, unless otherwise provided herein, shall receive wages and health and welfare coverage and retirement credits the same as if they were not on leave.

11.1.5. Employees on an unpaid leave of absence will be allowed to remain on continued health, dental and vision coverage at their own expense.

11.1.6. If after four (4) consecutive days or the District has valid reason to believe that there has been an abuse of sick leave privileges, the District may require the employee to verify a leave of absence, which may require a physician's note.

11.1.7. Employees shall notify their immediate supervisor or designee as far in advance of all absences as practical; except for emergency, notice shall be no less than thirty (30) minutes prior to the start of the employee's shift. A reasonable effort shall be made by the employee to directly contact the supervisor. A voicemail or text message to the supervisor's office phone or cell phone shall constitute adequate notice.

11.1.8. Paid leaves of absence are not for the purpose of working elsewhere.

11.2 Notice of Return

11.2.1 At least five (5) working days prior to the end of any leave of thirty (30) or more calendar days, the employee on leave must submit in writing to the Human Resources Office, notice of the employee's intent to return to work, or a request for further leave, or a letter of resignation.

11.2.2 Employees absent due to surgery, serious injury or illness, or absent for more than seven (7) consecutive assigned workdays shall be required to submit a medical release from a physician to Human Resources prior to being permitted to return to work. An employee absent for more than seven (7) workdays shall notify the District of their approximate return date not less than twenty-four (24) hours prior to such return date.

11.3 Vacation Leave

11.3.1 Employees are entitled to vacation allowances with regular pay. Employees working forty (40) hours per week on a twelve (12) month basis shall earn vacation leave as follows based on their anniversary date:

Year of Service	Regular Classification
1-2	1 day per month
3-5	1.25 days per month
6-8	1.50 days per month
9-14	1.667 days per month
15 and each year thereafter	2 days per month

11.3.2 Full-time employees in paid status for less than one-half (.5) of the working days in a month shall accrue vacation credit for that month. (Education Code, section 88197)

- 11.3.3 Permanent part-time employees shall be covered as indicated above except that vacation will be pro-rated based on that portion an eight (8) hour day regularly worked. For example, an employee who regularly works three (3) hours per day, he or she will receive three (3) hours .375 days vacation leave per month during the first (1st) and second (2nd) years of employment.
 - 11.3.4 A day's vacation, as set forth in this section, shall consist of the same amount of hours as an employee normally works during the course of the employee's duties.
 - 11.3.5 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment (Education Code section 88197 (e)). Any employee who leaves the service of the District and who immediately prior to separation has been an employee for six (6) months or more shall be allowed a leaving vacation consisting of the number of days and partial days accrued. A lump sum payment for this accrued vacation may be allowed in lieu of time off at time of separation.
 - 11.3.6 Persons employed for less than twelve (12) months shall take their vacations during the scheduled working months. They will not accrue or take vacations during their normal work breaks such as summer or winter break.
 - 11.3.7 Employees, after six (6) months of work, may take their earned vacation either in the year in which the vacation was earned or the fiscal year subsequent to earning the vacation time. In no event may an employee accrue more than two (2) years vacation accrual. If an employee reaches two (2) years vacation accrual, the employee will not accrue any more vacation until the balance falls below that level.
 - 11.3.8 All vacation entitlement shall be scheduled in accordance with the needs of the District and as nearly as possible at the convenience of the employee.
 - 11.3.9 Vacation may be used as sick leave at the option of the employee when the employee has no accumulated sick leave available to their credit.
 - 11.3.10 Vacation is earned any time an employee is in paid status, subject to sections 11.3.5 and 11.3.7.
 - 11.3.11 Requests for vacation shall be made in accordance with administrative procedure.
 - 11.3.12 Vacation schedules shall be approved by the administrator/director in charge of each division or department.
 - 11.3.13 Vacation is paid at the pay rate in effect when the employee takes the leave.
- 11.4 Sick Leave

- 11.4.1 The purpose of sick leave utilization shall be for illness or injury that prevents the employee from being able to fulfill his or her work duties and responsibilities.
 - 11.4.2 An employee hired to work forty (40) hours per week, twelve (12) months per year shall be granted ninety-six (96) hours of sick leave. Employees who work less than forty (40) hours per week and/or less than twelve (12) months per fiscal year shall have their sick leave earnings prorated. Unused accrued sick leave shall be carried over from year-to-year.
 - 11.4.3 Each employee, at the beginning of the employee's work year, shall be eligible for the number of sick leave days corresponding to the number of months and hours in the employee's assignment. However, a newly employed probationary employee shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
 - 11.4.4 An employee may utilize sick leave for pregnancies or disabilities caused or contributed to by pregnancy and/or recovery.
 - 11.4.5 Pay for illness/injury leave shall be the same as the regular pay that would have been received had the employee served during their regularly scheduled work day provided unused illness/injury leave hours are accrued to the employee.
 - 11.4.6 A physician's certificate or other proof of illness or disabling conditions may be required by the District for any illness or disabling condition in which the absence is four (4) sequential working days or more. If the District does not pay one hundred percent (100%) of employee's benefits, the District will pay for the visit to the doctor.
- 11.5 Additional Paid Sick Leave
- 11.5.1 After exhaustion of paid sick leave, an employee who is ill, injured or disabled may, upon submission, use accumulated vacation leave to avoid leave without pay.
 - 11.5.2 Per Ed Code 88196, regular classified employees shall be credited once a year with a total of not less than one hundred (100) working days of paid sick leave, including days to which he or she is entitled under Section 88191. These days of paid sick leave, in addition to those required by Section 88191, shall be compensated at not less than fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.
 - 11.5.3 When all applicable leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of the employee's position, the employee shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When medically available during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the class of

their previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which cases, the employee shall be listed in accordance with appropriate seniority regulations.

11.6 Additional Unpaid Sick Leave

11.6.1 After exhaustion of all paid leave, a permanent employee may be placed on additional leave upon request; with approval of the Board. The additional leave may be paid or unpaid and may be extended for any period not to exceed eighteen (18) months. If placed on unpaid leave, the employee shall not again become eligible for paid leave because of the commencement of a new fiscal year until the employee has rendered service.

11.6.2 All additional unpaid sick leave is subject to the following provisions:

11.6.2.1 The employee shall have been employed by the District for not less than six (6) consecutive calendar months immediately preceding the beginning date of such leave, excluding the time, such as summer months, the employee is not required to serve.

11.6.2.2 The leave of absence shall begin at a time deemed appropriate by the classified employee and the employee's physician, and be based on consideration of the possible risk to the District for liability due to accident. At any time during the illness, injury, or other condition causing disability, the Superintendent/President may request a physician designated by the District to consult with the employee's physician, at District expense, to determine if the employee's continued employment would create unreasonable risks of liability to the District and if the employee can satisfactorily perform the essential job duties.

11.6.2.3 The time of return from such unpaid leave of absence shall be arranged in advance not less than three (3) weeks prior to the anticipated date of resumption of school district employment, and shall be confirmed by written notice to the Director of Human Resources not less than two (2) weeks prior to the date of return.

11.6.2.4 The employee shall not accrue earned sick leave or vacation leave credit, or be entitled to paid holidays, bereavement leave, industrial accident or injury leave or any other types of paid leaves for or during the period of the leave without pay.

11.6.2.5 The period of such leave without salary shall not be counted as service in determining seniority for layoff procedures. Provisions for layoff shall take precedence over the provisions of this policy in determining the right of such employee to return to work following the leave of absence.

11.7 Termination of Sick Leave

- 11.7.1 An employee who has been placed on paid long-term sick leave may return to work at any time during the leave provided the employee is able to resume the assigned duties and the employee has notified the District of the anticipated return at least three (3) days in advance.
- 11.7.2 If at the conclusion of all sick and additional leave, paid or unpaid, granted under these rules, the employee is still unable to assume the duties of the position, the employee will be placed on a reemployment list for a period of thirty-nine (39) months in the same manner as if the employee was laid off for lack of work or lack of funds.
- 11.7.3 The District may require a physical examination by a physician of its choice to determine ability to return to normal duties, at District expense.

11.8 Industrial Injury or Illness Leave

- 11.8.1 Employees shall report any work related accident or illness to their supervisor and Human Resources immediately and complete a form within twenty-four (24) hours. Employees shall be granted paid leave for absences caused by industrial injury or illness (pursuant to EC 88192).
- 11.8.2 Total allowable leave shall be sixty (60) working days for any one (1) industrial accident or illness during any one (1) fiscal year. When an industrial injury or illness leave overlaps into the next fiscal year, the employee shall be entitled to only those days remaining, if any, of the allowable sixty (60) working days leave. Such leave is not accumulative and, for eligible absences, shall begin on the first (1st) day of absence.
- 11.8.3 The District may require verification of the need for Industrial Injury or Illness leave in writing from a physician or may utilize the written opinion(s) of medical experts.
- 11.8.4 During the first (1st) sixty (60) working days of verified industrial injury/illness leave, the injured employee shall be paid their full salary.
- 11.8.5 When the sixty (60) day leave period has expired and the employee is still disabled, accumulated sick leave benefits, vacation, and compensatory time, which, when added to their temporary disability indemnity will result in payment to the employee of not more than their full salary. During such period of temporary disability as long as the employee has sick leave, vacation, or compensatory time off available for their use, the District shall require that the temporary disability check be endorsed payable to the District.

- 11.8.6 When all applicable leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of the employee's position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When medically available during the thirty-nine (39) month period, the employee shall be re-employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case, the employee shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a reemployment list, who has been medically released for return to duty and who fails to accept an appropriate assignment, may be terminated.
- 11.8.7 An employee shall be deemed to have recovered from an industrial injury/illness and thereby able to return to work with reasonable accommodations at such time as the attending physician verifies there has been a recovery.
- 11.9 Personal Necessity Leave (PNL)
- 11.9.1 An employee may elect to use up to seven (7) days of accumulated sick leave annually for the following purposes (Ed Code 88207):
- 11.9.1.1 Death of a member of the immediate family (i.e., additional leave beyond bereavement leave);
 - 11.9.1.2 Accident, involving person or property of an employee or immediate family;
 - 11.9.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
 - 11.9.1.4 Family emergencies
 - 11.9.1.5 Event Involving damage or injury to personal property
 - 11.9.1.6 Other reasons that the governing board has prescribed which for the District are:
 - 11.9.1.6.1 Funeral of a close relative not living in the household
 - 11.9.1.6.2 Emergency administration of estate problems involving the employee's immediate family.
 - 11.9.1.6.3 Hazardous weather conditions making it impossible or imprudent to report to work.
 - 11.9.1.6.4 Necessary personal business which cannot be scheduled outside regular work hours (not more than three (3) days per school year)

- 11.9.2 "Immediate family" means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister of the employee or the spouse, former legal guardian of the employee or the spouse, any relative living in the immediate household of the employee and all references to spouse shall include a domestic partner.
- 11.9.3 The employee will fill out appropriate District paperwork to note the reason for the PNL.

11.10 Necessary Personal Business

- 11.10.1 Three (3) of the seven (7) days may be utilized for personal business which may not meet the specific criteria set forth under PNL above and will not require a reason. Employees must give notice of intent to their supervisor of at least sixty (60) minutes before their shift start time.

11.11 Bereavement Leave

- 11.11.1 Classified employees are entitled to paid bereavement leave in the event of the death of a member of their immediate family as follows:
- Up to three (3) days for death of an immediate family member
 - Up to three (3) days in the event of death of the employee's spouse or dependent child;
 - If travel of more than two hundred (200) miles one (1) way is required to attend or arrange for the funeral, up to an additional two (2) days will be granted.
 - If bereavement leave in excess of the authorized amount is requested it may be charged to available personal necessity leave.

11.12 Jury Duty

- 11.12.1 Employees shall be entitled to leave without loss of pay for anytime the employee is required to perform jury duty service. The District shall pay the employee's regular rate of pay.
- 11.12.2 The employee shall pay the District the amount he or she receives as jury duty pay. Any meal, mileage or parking allowance provided to the employee shall not be considered as jury duty pay and the employee may retain such payments.
- 11.12.3 An employee called for jury duty service who was required to serve at least seventy-five percent (75%) or more of their regular assigned hours at jury duty that day shall contact and inform their supervisor upon release but shall not be required to report to work for the balance of the day unless there is an emergency. However, no employee shall be required to work more than their regularly assigned hours when combined with the hours of jury duty service.

11.13 Court Appearance Leave

- 11.13.1 Court appearances are as defined and covered under the Personal Necessity Leave article except that employees subpoenaed by the District shall be released from duties without loss of compensation.

11.14 Child Bonding Leave

- 11.14.1 In addition to utilizing personal necessity leave, a parent may take up to three (3) days paid leave of absence in connection with the birth of their child, child placement, and child bonding.
- 11.14.2 An employee shall be provided exactly one (1), twelve (12) week Child Bonding Leave during any twelve (12) month period. To be eligible for Child Bonding Leave, a member is required to have worked consecutively for the District for the past twelve (12) months but is not required to have 1,250 hours of service.
- 11.14.3 Employees may use paid leave for child birth, child placement, and child bonding in association with the Family Medical Leave Act (FMLA), California Family Rights Act, and parental disability leave.
- 11.14.4 An employee may request and be granted an unpaid leave of absence up to one (1) year for purposes of child rearing in connection with a newly born, infant or adopted child. The employee's request shall be made in writing at least ten (10) working days prior to the anticipated starting date of the parenthood leave. An additional six (6) months leave may be granted upon the employee's request. The employee must notify the District at least one (1) month prior to returning from leave. Such leave shall run concurrently with and be counted toward FMLA to the extent the employee is eligible.
- 11.14.5 Time spent on such leave does not count toward seniority or salary advancement. During such portion of the leave that is not subject to FMLA the employee may maintain enrollment in the District group health insurance programs by paying the full cost of the premium for such benefits. The employee shall be returned to work in the same classification as held when the leave began, but is not necessarily entitled to be placed in the precise position held when the leave began.

11.15 Military Leave

- 11.15.1 An employee shall be entitled to military leave as provided by applicable state or federal law and shall retain all rights and privileges granted by such law or laws and arising out of the exercise of military leave, including, but not limited to applicable reinstatement rights. Military and Veterans code 389 and 395 and appropriate Ed Code sections.

11.16 Legislative Leave

11.16.1 A permanent employee who is elected to the State Legislature or Congress shall be granted, upon request, an unpaid leave of absence for the length of the term or terms in office.

11.16.2 Employees on such leave shall notify the District of intended return at least six (6) weeks prior to the expiration date of the leave.

11.17 Family Care and Medical Leave

11.17.1 Any employee shall be granted leave and maintenance of health benefits (if applicable) to the extent provided in the most current version of either the federal Family Medical Leave Act or the California Family Rights Act. In situations where the laws overlap, whichever law is more beneficial to the unit member shall be applied. FMLA/CFRA allow for leave up to twelve (12) weeks unpaid leave.

11.18 Leave for Examination

11.18.1 Provided at least two (2) days' notice is given to the employee's supervisor, an employee is permitted to be absent from work in order to take any promotional examination with the District. Employee's pay will not be impacted due to such absence.

11.19 Unanticipated District Closures

11.19.1 On rare occasions, the District will close due to inclement weather or other unsafe conditions. When administration makes a closure decision, the District's phone message and website is updated with this news, and it is also announced on the radio. Should a large blizzard occur overnight, employees can call the general District phone number and news of any closure is typically updated by 6:30 A.M. the next morning. Unanticipated closures will result in compensation for employees for the day based on hours scheduled to work on that day.

ARTICLE 12 - CATASTROPHIC LEAVE BANK

12.1 The District and CEU agree to the establishment of a joint Classified/Confidential/Director/Faculty/Administrator Catastrophic Leave Bank eligible to all permanent employees who enroll and donate.

12.2 Definition of Catastrophic Leave

12.2.1 The intent of this bank is to provide additional financial protection to permanent employees during a period of prolonged illness/injury or hospitalization, which, for purposes of this Article, is defined as an illness or injury that incapacitates the employee or the employee's family member as defined in Article 11.9.2 and is, according to a physician, likely permanently to incapacitate the employee or family member or be characterized as terminal. Catastrophic Sick Leave shall not be available simply because an employee has exhausted all available paid leave.

12.3 Participation/Eligibility

- 12.3.1 Permanent employees with more than five (5) days of accumulated sick leave may participate in the Catastrophic Leave Bank. Employees who elect to join the Catastrophic Leave Bank may join the bank only during open enrollment periods, and must have a waiting period of thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it. The Catastrophic Leave Bank shall not be used by any employee during the employee's paid leave of absence.
- 12.3.2 An employee is eligible to use the Catastrophic Leave Bank when the following conditions are met:
 - 12.3.2.1 The employee requesting use of the leave is a participant of the bank.
 - 12.3.2.2 The employee has submitted a written request that includes a physician's note determining catastrophic nature of condition.
 - 12.3.2.3 The employee will not receive payment for the time absent due to illness or injury from either worker's compensation or short/long-term District-sponsored disability coverage.
 - 12.3.2.4 The employee has exhausted all balances in all applicable paid leave categories.
 - 12.3.2.5 The employee does not have a balance that exceeds forty (40) days from the Catastrophic Leave Bank.
 - 12.3.2.6 There is sufficient leave in the bank.
- 12.3.3 New employees and employees returning from a Board-approved extended leave of absence shall have thirty (30) calendar days from the first day of employment to sign up for participation in the Catastrophic Leave Bank if the open enrollment period has expired.
- 12.3.4 Leave to care for a member of the family shall be subject to all the terms and conditions of this Article and shall only be granted during such periods that the Catastrophic Leave Bank is maintaining a balance of sixty (60) days or more. No more than one (1) head of household may utilize Catastrophic Leave at the same time.

12.4 Administration of the Bank

- 12.4.1 The Human Resources Department shall administer the Catastrophic Leave Bank. Human Resources shall be responsible for receiving leave requests, verifying validity of requests, determining if the request meets the above conditions of the Catastrophic Leave Bank, communicating its decision to affected employees, and soliciting donations of sick leave/vacation days from eligible employees when appropriate. Processing Catastrophic Leave Bank requests are not reviewable through the grievance/arbitration provisions of this Agreement.

- 12.4.2 If a request to use the Catastrophic Leave Bank is denied, the employee may appeal to a committee comprised of the Vice President of Administrative Services and the President of the appropriate union. For unrepresented employees, the Senior Leadership Team will be the appeal committee.
- 12.5 Enrollment Procedures
- 12.5.1 The District shall establish an open enrollment period each year for employees to participate in the Catastrophic Leave Bank. The enrollment period shall be May 1 through July 15. Once an employee becomes a participant in the Catastrophic Leave Bank, the employee shall not be required to re-enroll each year.
- 12.6 Donation of Days:
- 12.6.1 An employee may elect to participate in the Catastrophic Leave Bank by donating at least eight (8) hours of their accumulated sick leave or accrued vacation to the Catastrophic Leave Bank. No member shall contribute more than eight (8) days to the Catastrophic Leave Bank in any one (1) open enrollment period. The employee shall make this donation by filing an appropriate form during the open enrollment period. This donation shall be irrevocable. A donation to the Catastrophic Leave Bank must be made from the employee's accumulated sick leave and/or accrued vacation and shall not be designated to a specific employee for their exclusive use. Only donors to the bank are eligible for withdrawals.
- 12.7 Mandatory Donations:
- 12.8 An employee who has received contributions from the Catastrophic Leave Bank must, upon return to duty, commence repaying donations with a minimum of one (1) accumulated sick leave day or accrued vacation day per year until total donations equal the amount of donated leave received from the bank, minus the number of days originally donated by the employee, as long as they are still employed by the District. Employees who are no longer employed by the District will not be required to repay donations. Procedures to Use/Withdraw Sick Leave – Conditions Restrictions
- 12.8.1 In order to be eligible to withdraw catastrophic leave from the bank, the employee must be a participant and have exhausted all of their available and applicable accrued paid leave credits, which includes, but is not limited to, sick leave, compensatory time off, and vacation.
- 12.8.2 An eligible employee electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the bank. The employee must submit this form to Human Resources for processing. The employee must provide a physician's note, which verifies the catastrophic illness or injury and gives an estimated date of return to work.
- 12.8.3 In the event that the employee is personally unable to apply for catastrophic leave, an immediate family member or employee's agent may make the request for the applicant.

- 12.8.4 When the employee may reasonably be presumed to be eligible for disability retirement under CalPERS, CalSTRS, or, if applicable, Social Security, the employee may be required to apply for such retirement. If there are insufficient days in the bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District the CEU, or the Faculty Association shall be legally responsible if there are insufficient days in the bank to provide a Catastrophic Sick Leave donation.

12.9 Allowable Days

- 12.9.1 An initial request shall not exceed twenty (20) days. An employee may request an additional twenty (20) days by filing an additional request for consideration with an updated physician's note. The maximum number of days allowed to be utilized by one (1) employee for a single injury/illness shall not exceed forty (40) days. The number of sick bank days needed by the employee shall be specified in the initial request. The Catastrophic Leave Bank will only be reduced by the number of days actually used.

12.10 Method of Payment

- 12.10.1 When an employee uses a day from the Catastrophic Leave Bank, pay for that day shall be at the same rate the employee would have received had the employee worked their regular schedule that day. No distinction shall be made as to the differing pay rates of the donor and the recipient.

12.11 Accounting

- 12.11.1 Upon request, the Human Resources Department shall provide the CEU, Faculty Association, and Senior Leadership Team with a statement detailing the number of days withdrawn from the bank during the past year and the number of days available in the bank.

12.12 Maintaining the Catastrophic Leave Bank

- 12.12.1 The Catastrophic Leave Bank shall maintain a minimum amount of 320 hours or about forty (40) days by July 15 of each year. If determined that the bank requires replenishment, current members of the bank will be required to donate another sick or vacation day by the end of the open enrollment period in order to enroll or maintain membership.

12.13 Termination of Catastrophic Leave Bank

- 12.13.1 If the Catastrophic Leave Bank is terminated for any reason, the hours remaining in the bank shall be equally distributed to the then-current members enrolled in the Catastrophic Leave Bank. In the event of a natural disaster or catastrophic event having a widespread impact on the employees and/or the District, the Superintendent/President shall retain the right to suspend the provisions of this Article, and will provide notice to the appropriate associations.

12.14 Retrieval of Donated Sick Leave/Vacation

12.14.1 Grievable: Retrieval of donated sick leave/vacation used by another employee pursuant to the provisions of the Catastrophic Leave Bank sections of this Article shall not be subject to the grievance procedure of the Agreement. It is understood that donated sick leave/vacation is an irrevocable deposit and cannot be rescinded for any reason.

12.15 Hold Harmless

12.15.1 Any employee who deposits donated sick leave/vacation into the Catastrophic Leave Bank must sign an agreement stating the employee agrees to hold the District, the CEU and Faculty Association harmless for any and all claims and liabilities arising out of such deposit and/or its subsequent use. This section satisfies and supersedes any obligation of the District under California Education Code Section 87045.

ARTICLE 13 - HOLIDAY SCHEDULE

13.1 All probationary or permanent employees shall be entitled to the following sixteen (16) paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday (see Appendix D):

13.1.1 January 1, New Year's Day

13.1.2 Third Monday in January, Martin Luther King Day

13.1.3 February 12, Lincoln Day

13.1.4 Third Monday in February, Washington Day

13.1.5 Last Monday in May, Memorial Day

13.1.6 July 4, Independence Day

13.1.7 First Monday in September, Labor Day

13.1.8 November 11, Veteran's Day

13.1.9 Fourth Thursday in November, Thanksgiving Day

13.1.10 Friday after Thanksgiving

13.1.11 Last working day prior to the day designated as the legal Christmas holiday

13.1.12 Christmas Day

13.1.13 Three floating holidays to be taken between December 21 and January 3 each year to be determined as part of the establishment of the annual calendar following consultation with the CEU

13.1.14 Last working day prior to the day designated as the legal New Year's holiday

- 13.2 Regular employees of the District who are not normally assigned to duty during the District holidays of December 25 and January 1 shall be paid for those two (2) holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 13.3 The District shall adhere to the mandated holiday observance schedule herein when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed; when a holiday falls on a Tuesday, it may be taken on the preceding Monday; when falling on a Wednesday, the holiday may be taken the preceding Monday or the following Friday; and when the holiday falls on a Thursday, it may be taken on the following Friday. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed, except that:
- 13.3.1 if Lincoln Day falls on a Sunday, the District may observe the holiday on the preceding Friday, the following Monday, or the following Tuesday, or
- 13.3.2 if Lincoln Day falls on a Monday, the District may observe this holiday on the preceding Friday, that Monday, or the following Tuesday.
- 13.4 When a classified employee is required to work on any said holiday, that employee shall be paid compensation for such work in addition to the regular pay received for the holiday at the rate of time and one-half.
- 13.5 Exclusive Weekends or Holiday Employment
- 13.5.1. Notwithstanding other provisions of the Education Code and these policies, employees of the District in positions which require working exclusively on holiday or weekends, and for which a special salary rate recognizing this peculiarity is established, are exempted from the benefit of 13.4 above.
- 13.6 Holiday in Lieu of Specified Holiday
- 13.6.1. Prior to July 1 of any school year the District may designate other days during such year as the holidays to which classified employees are entitled in lieu of the holidays of February 12 or November 11, provided that such designated days will provide for at least a three (3) day weekend. Classified employees shall be required to work on the regular holiday at their regular rate of pay.

ARTICLE 14 - HEALTH & WELFARE BENEFITS

- 14.1 The District will provide \$18,456 annually (\$1,538 per month) per eligible full-time employee for health and welfare benefits. Employees pay anything over this cap with a monthly payroll deduction depending on medical option selected. Employee medical premium payments can be made via a pre-tax Section 125 Plan option when available.

ARTICLE 15 - SALARY AND COMPENSATION

15.1 Salary Schedule

15.1.1 Classified Salary Schedule 20-00 (Appendix B)

15.2 Effective June 30, 2021, an additional Step (6) will be added to all salary ranges. Step (6) will be five percent (5%) above the current Step (5).

15.3 Salary step advancements and longevity shall be made at the beginning of each fiscal year (July 1) rather than on employee anniversary date.

15.4 Employees possessing and utilizing bilingual skills in the workplace shall receive bilingual pay in the amount of fifty dollars (\$50.00) per month. The number of employees, languages available, and the qualification requirements will be determined by the District.

15.5 Employees who carry degrees relevant to and above the minimum educational requirements listed for their position in the District approved job description:

Doctoral Degree \$100/month
Master's Degree \$50/month

Total compensation would amount to \$1,200/year in the case of a Doctoral degree and \$600/year in the case of a Master's degree. Employees are eligible for only one (1) such stipend.

15.6 Other Compensation

15.6.1 For any additional assignment compensation or stipend less than \$3,000 per year, the administrator or supervisor assigning the work will develop a description of the duties and the time allotted to the assignment and will provide that description to the employee. The supervising administrator and the employee will mutually agree to the stipend amount if the supervising administrator and the employee cannot agree, the District and CEU will negotiate the stipend amount.

15.6.2 Stipends awarded under 15.6.1 will be brought for formal negotiations if the stipend is intended to be ongoing after the end of the second (2nd) consecutive year of allocation.

15.6.3 For stipends greater than the limit established in 15.6.1 per quarter; the District and CEU will negotiate the stipend amount.

ARTICLE 16 - PROFESSIONAL DEVELOPMENT/GROWTH

16.1 The District and the CEU jointly acknowledge the importance of providing professional development and growth opportunities for all employees on a consistent basis.

16.2 General Funding

- 16.2.1 The District shall make every reasonable effort each fiscal year for the professional development of its classified staff. This funding will be used to support all professional development activities, whether offered to all employees as a group or for the individual funding of continued education or other personal development of individual employees.
- 16.2.2 The District shall pay for the costs of all appropriate, associated conference/travel expenses for District initiated and/or approved professional development. Payment shall be made in accordance with District policies and procedures on reimbursement of employee business expenses.
- 16.2.3 Payment of conference/travel expenses shall be in advance when cost is known in advance and sufficient time is provided for processing.

16.3 Professional Development - District Initiated

When the District assigns an employee to attends a seminar, class, conference, certification, skilled trades, or training program, attendance and travel shall be considered part of the regular work week assignment.

16.4 Professional Development - Employee Initiated

- 16.4.1 When an employee would like to attend a seminar, class, conference, certification, skilled trades, or training program, that is directly related to the current duties of the employee, the employee shall submit a written request to their immediate supervisor at least two (2) weeks prior to the start of the requested conference/training.
- 16.4.2 When the District approves an employee conference/travel request, attendance and travel shall be considered part of the regular work week assignment.

16.5 Tuition Reimbursement - Classes at LTCC

- 16.5.1 When an employee requests to take a class at LTCC that is directly related to the current duties of the employee, the supervisor may approve release time and reimbursement of fees and/or books as herein provided:
 - The maximum hours of release time shall equal the total number of hours to attend the class. Extraordinary requests may be approved by the Superintendent/President.
 - The employee shall submit a written request to their immediate supervisor at least two (2) weeks before the class begins. The supervisor shall forward the employee's recommendation to the appropriate Vice President for approval of fund expenditures. Approval is subject to availability of funds.

- LTCC Spanish classes are considered to be work related for classified employees. The Spanish class proposed to be taken by an employee must be at a higher level than previously attained by the employee.
- Reimbursement of fees is contingent upon successful completion of the class. Successful completion is defined as a grade of C or higher, or Credit. Reimbursement of fees is also contingent upon proof of fee payment.

16.5.2 When an employee requests to take a class not directly related to the employee's job duties, the employee may flex their job schedule, subject to the approval of their supervisor. There is no provision for reimbursement of fees and/or materials.

16.5.3 Tuition Reimbursement forms will be made available on the District website.

16.6 Tuition Reimbursement – Classes at other institutions

16.6.1 When an employee requests to take a class at another institution that is work-related, their supervisor may recommend release time and reimbursement of fees as herein provided:

- The District shall provide one (1) hour of release time to match each hour of personal time the employee attends the class. The maximum hours of release time shall not exceed (3) per week. Extraordinary requests may be approved by the Superintendent/President.
- As funds are limited, the Classified Employee Professional Development Committee will approve funding along with other professional development requests from employees. The Classified Employee Professional Development Committee will determine timing requirements for professional development requests, and provide adequate notice of these requirements to the employee.
- The number of reimbursable units per employee shall not exceed six (6).
- Reimbursement of fees is contingent upon successful completion of the class. Successful completion is defined as a grade of C or higher, or Credit. Reimbursement of fees is also contingent upon proof of fee payment.

16.7 Classified Employee Professional Development Fund Requests

16.7.1 Many classified employees have limited opportunities to attend external professional development activities. Funding will be provided annually to allow one (1) general staff development event to be held on campus. Limited additional funds are budgeted annually for individual requests to attend conferences/trainings.

16.7.2 In addition to having the opportunity to take college classes at LTCC or other institutions, classified employees may also apply individually for professional

development funds to support their attendance at work-related conferences/trainings that improve and embellish an employee's ability to serve in their position.

- 16.7.3 Classified employees must submit a written application to the Classified Employee Professional Development Committee for review at least two (2) weeks prior to the start of the requested conference/training.
- 16.7.4 The Classified Employee Professional Development Committee oversees classified employee professional development activities. The committee make-up is three (3) classified employees, one (1) confidential and one (1) director. The committee is responsible for tracking classified professional growth monies and expenditures, and for reviewing and approving individual employee professional development funding requests. The committee may propose one (1) professional development activity per year that the entire staff can attend during work hours. The committee will establish its own procedures for executing its charge.
- 16.7.5 Classified Employee Professional Development application is available on the District's website.

ARTICLE 17 - VACANCIES, TRANSFERS, AND PROMOTIONS

17.1 Definitions

- 17.1.1 Transfer: A lateral movement from one (1) position to a vacant like position that has the same salary range and similar qualifications.
- 17.1.2 Involuntary Transfer: District initiated transfer
- 17.1.3 Promotion: The advancement from one (1) classification to a higher paid classification.
- 17.1.4 Vacancy: A new or existing position, which is not currently staffed, and that the District has the intent to fill.
- 17.1.5 Qualified: An employee who meets the minimum qualifications as stated in the job description, and who has received overall performance ratings of satisfactory or above on the employee's recent work performance evaluations.

17.2 Notice of Vacancy

- 17.2.1 In the event the District determines the need to fill a vacancy, the District shall post a transfer request for five (5) working days internally. If there are no transfer requests, the District shall post an announcement of the job vacancy on the District website, send notice via e-mail to all employees, and post the vacancy publicly. Outside notices shall remain posted for a period of no less than ten (10) days. The notice shall include the following:

- Job title
- Job description
- Assigned job location
- Number of hours per day
- Days per week and months per year
- Regular assigned shift
- Salary range
- Deadline for application

17.3 Process for Filling Vacancies

- 17.3.1 The District shall look to eligible and qualified employees on the thirty-nine (39) month or sixty-three (63) month re-hire list. Should qualified employees exist on the thirty-nine (39) month or sixty-three (63) month re-hire list, they will be notified of the vacancy. In addition to laid off employees, all employees on District-approved leave shall receive a copy of vacancies sent to their home address.
- 17.3.2 The District will actively recruit from both internally and externally to attract qualified applicants for all new openings, per California Code of Regulations, Title 5, section 53021. The District is committed to recruiting and hiring a diverse workforce that reflects the character and composition of the student body and local community.
- 17.3.3 Employees seeking application to transfer shall notify Human Resources by formal written notice either hand delivered or via-email and fill out an application within five (5) days of the posting of the vacancy. Transfer opportunities are for permanent employees only.
- 17.3.4 Seniority: In the case where there are two (2) or more employees who apply for a transfer, and all possess the minimum qualifications for the position, the senior employee shall be selected. In the case of a involuntary transfer with no internal applicants, the least senior employee shall be selected.
- 17.3.5 Any transfer candidate who is not selected for the position shall be given a written statement from Human Resources of their non-selection within seven (7) working days.
- 17.3.6 Permanent transferred or promoted employees shall be subject to a six (6) month probationary period in their new position. If an employee is unsuccessful in the higher classification to which they were promoted, the employee shall be returned to their former classification.

- 17.3.7 Transfers shall be made without change in salary rate, longevity date, accumulated illness leave, accumulated vacation leave, or in any other manner that would reflect adversely upon the rights of the employee as provided in the Agreement and the law.

17.4 Involuntary Transfers

- 17.4.1 Involuntary transfers shall not be made for punitive reasons.
- 17.4.2 The District may initiate involuntary transfers due to program, enrollment, or funding changes.
- 17.4.3 Vacancy List: A list of District vacant assignments within the employee's present position classification will be made available to each employee being considered for an involuntary transfer. An employee may request the positions, in order of preference, to which a transfer is desired.
- 17.4.4 Transfer Notice: An employee affected by such transfer shall be given notice as soon as administratively possible, but in no event, less than ten (10) working days prior to the effective date of the transfer. Prior to the effective date, a meeting will be held between the immediate supervisor/administrator and the employee in order to discuss the reason for the transfer.

17.5 Miscellaneous

- 17.5.1 Demotions: A permanent employee may request voluntary demotion to a class with a lower maximum salary rate.
- 17.5.2 Voluntary demotion is available to a probationary employee only in cases when the employee would otherwise be laid off for lack of work or lack of funds.
- 17.5.3 Restorations: A former permanent employee who resigned in good standing may be restored to a vacant position in their former class and status within thirty-nine (39) months of the last date of paid service without additional screening and examination procedures; also, the resignee may be reinstated in a vacant position in a lower related class if qualified, or in limited-term status in the same or lower class.
- 17.5.4 Reinstatement or restoration of a former employee shall have the following effects:
- Restoration to the former step in the current salary range for the class, or, if restored in a lower class, to the rate closest to that of the step to which the employee would be assigned if that employee were restored in their former class.
 - If restored, restoration of accumulated sick leave and seniority as of the date of separation.
 - Restoration of former anniversary date, but without step advancement credit for the off-duty period.

- Restoration of all rights, benefits and burdens of a permanent employee in the class to which restored.

ARTICLE 18 - CHANGES IN ASSIGNED TIME AND TEMPORARY CHANGES IN DUTIES

- 18.1 If an employee is required to work in excess of the normally assigned time for thirty (30) minutes or longer per day for twenty (20) consecutive days, the assigned time for the position will be changed to reflect the longer hours.
- 18.2 When an existing permanent, part-time position is assigned an increase, the part-time employee with the most seniority in the class in which the position was increased, shall be entitled to the increase.
- 18.3 If the employee with the most seniority declines the position, the position will then be offered to the next employee with the greatest seniority in succession until the position is filled.
- 18.4 Increase In Hours
- 18.4.1 If a vacancy is created which could result in an increase in hours for an employee in the same classification; that vacancy shall be posted at all work sites prior to being posted for outside applicants. The most senior qualified applicant shall be selected except as below.
- 18.4.2 A qualified applicant for an increase in hours will not be considered if:
- The increase would interfere with the hours of the employee's current assignment.
 - The increase would result in more than an eight (8) hour workday.
 - A qualified applicant for a position that would result in an increase in hours or days will not be considered if the increase would necessarily result in overtime.
 - If no applicant emerges after posting, the District-established application procedure will apply.
- 18.5 Temporary Assignment of Duties in Related Field
- 18.5.1 When an employee is asked to temporarily assume the related duties designated in the job description for their position, i.e., gardener to work as custodian, the following procedure will be observed:
- The supervisor will give the employee at least (3) three days' notice if at all possible, but it is recognized that emergencies might make this impossible.

- The supervisor will send to the Director of Human Resources a written notification specifying the employee's name, date temporary assignment is to begin, and the approximate number of days per such assignment.
- Temporary assignment is to be used for the purpose of meeting specific District needs in any one area and is not to be used as a means of disciplinary action.

18.6 Assignment of Personnel for Emergencies

18.6.1 An "emergency" is defined as work that cannot be done during District hours as determined by the Superintendent/President or designee and work that is necessary to protect the value of buildings and contents from further damage and to protect the health and welfare of students, faculty, other employees and the public.

18.6.2 Emergency assignments shall not be applied for punitive or preferential reasons.

18.7 Assignment of Employees with Disabilities

18.7.1 When a permanent employee becomes unable to perform the duties of their classification because of illness or injury effort shall be made to place the employee in a position in which the duties are within that employee's capabilities.

18.7.2 A disabled employee's duties in a regular position may be altered in accordance with the disability.

18.7.3 A disabled employee may be assigned to a position in a higher class but shall receive no salary benefit from such assignment until that person can be appointed to the higher class in accordance with this Agreement.

18.7.4 A disabled employee may refuse assignments to other classes without effect on that employee's rights under provisions of the law and the Agreement.

18.7.5 Reinstatement or restoration of a former employee shall have the following effects:

- Restoration to the former step in the current salary range for the class, or, if restored in a lower class, to the rate closest to that of the step to which the employee would be assigned if that employee were restored in their former class.
- If restored, restoration of accumulated sick leave and seniority as of the date of separation. Restoration of former anniversary date, but without step advancement credit for the off-duty period.
- Restoration of all rights, benefits and burdens of a permanent employee in the class to which restored.

ARTICLE 19 - RECLASSIFICATION

Individual reclassification process of this article under committee review.

19.1 Requests for Study

19.1.1 Requests for a classification study of an existing position(s) shall be presented to the Director of Human Resources using the Reclassification Request form (Appendix E). Requests for the study may be initiated by the District, by individual employees, or by the CEU.

- a) Individual employees or CEU representatives may submit a request for reclassification to Human Resources by March 15 and/or October 31 of each year.
- b) The District reserves the right to reclassify following the process in this Article at any time as a managerial prerogative subject to the requirement to negotiate wages, hours and working conditions of the positions.

19.2 Individual Reclassification Requests

19.2.1 The procedure for such requests is outlined in the Reclassification Request form (see Appendix E) and shall be used for this purpose.

19.3 Implementation

19.3.1 Any salary range adjustment shall be retroactive to the date an employee first (1st) worked under the committee approved, revised job description.

19.3.2 In the event the District and CEU fails to meet and negotiate in a timely way over an appropriate salary range and job description, the committee's recommendation shall become effective until otherwise negotiated.

19.3.3 Effective dates shall be no longer than six (6) months from the time the reclassification was initially submitted.

19.4 District Initiated Reclassification

The District reserves the right to reclassify following the process in this Article at any time as a managerial prerogative subject to the requirement to negotiate wages, hours and working conditions of the positions.

19.4.1 The District has the right to hire a consultant if deemed necessary. The following components may be considered when the District initiates an employee's position be reclassified due to a department reorganization or additional work assignments:

- a) A study of the small (less than 3,000 FTES) California community colleges.
 - i. Knowing that employees at small colleges often carry multiple roles that are not reflected in their job titles, there shall be careful examination of

District job descriptions compared to benchmark positions to determine whether they are truly comparable. Job title alone shall not be used to make the determination.

- b) A study to include local public and government external agencies.
- c) Salary comparisons will also include any COLAs or other salary increases the agency might give between the time the salary information was obtained from that agency, and when the District implements a reclassification based on these findings. This ensures that a lapse in time between obtaining information and implementation doesn't result in a lower salary.
- d) There shall be no cap on the number of ranges an individual position can increase as a result of a single reclassification study. If a position has historically been significantly underpaid, every effort shall be made to increase the compensation to market.
- e) No existing employee shall receive a decrease in salary as a result of a reclassification study. The position can be reclassified to a lower range, but the incumbent's salary shall not be reduced.

19.5 Appeal Process

19.5.1 If an employee/the CEU wishes to appeal either the results of a classification study or a District initiated reclassification, the following procedures shall apply:

- a) The employee/CEU shall prepare a written statement of the reasons for their objection(s), a copy of this statement shall be provided to the District and to the Human Resources Department.
- b) The Human Resources Department will notify the District, the CEU, and employee that a committee (Classification Review Committee) comprised of at least two (2) CEU designated appointees and two (2) District designated appointees will be formed. Within fifteen (15) days of receipt of the statement, the Classification Review Committee (CRC) will examine the appeal and either uphold the prior recommendation or issue a new recommendation. The CRC findings and reasons for their findings shall be shared with the District and the employee/CEU.
- c) If a request for reclassification is denied, and an appeal, if filed, is unsuccessful, an employee may request a reclassification study at the next available opportunity. An employee may request a reclassification no more than once every three (3) years within a single position.

19.6 Classification Study

The need for a Classification and/or a Compensation Study shall be reviewed by the District and CEU no less than every five (5) years.

ARTICLE 20 - PERSONNEL FILES

- 20.1 There shall be a single personnel file for each employee. Personnel files shall be kept in the Human Resources Office of the District.
- 20.2 Materials in the personnel file of an employee, except as noted below, shall be made available for inspection by the employee involved. Employees shall have the right to inspect and obtain a copy of personnel file materials, upon request. Upon authorization by the employee, a CEU representative may review the employee's file or accompany the employee in review of the file. Material which may be excluded from inspection shall be limited (California Labor Code Section 1198.5):
- Records relating to the investigation of a possible criminal offense.
 - Letters of reference.
- Ratings, reports, or records that were: obtained prior to the employment of the employee involved; were prepared by identifiable examination committee members; or were obtained in connection with a promotional examination.
- 20.3 Information of a derogatory nature, except material excluded in accordance with section 20.2 above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. This time for review and comment is limited to one (1) hour during normal business hours.
- 20.4 All material placed in an employee's personnel file shall be dated and signed by the person who prepared the material. Material shall be added in a timely fashion, and an effort will be made to add any materials within one (1) month. No anonymous material shall be included in any employee's file.
- 20.5 The contents of all personnel files shall be kept in strictest confidence except when law mandates release of certain information. Access authorization by anyone other than the employee or designee must be obtained from either the Superintendent/President, the employee's administrator, the employee's immediate supervisor, or designee. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. This log shall be available for examination by the employee or their authorized CEU representative.

ARTICLE 21 - SAFETY

- 21.1 The District shall make every reasonable effort to provide for a safe and healthy working environment for its employees and shall promptly review conditions brought to its attention, and if appropriate, refer to the Safety Committee for review and recommendations.
- 21.2 The District shall maintain a Safety Committee comprised of representatives from each constituency of the District, including at least two (2) members appointed by the District and two (2) employees appointed by the CEU. The Safety Committee shall meet as needed to review safety, health and sanitation conditions. The Safety Committee is currently part of the Facilities Council.
- 21.3 No employee shall be discriminated against for bringing legitimate safety concerns to the Committee's and/or District's attention, nor shall there be any reprisals against such employee.
- 21.4 Employees shall comply with the District's rules, regulations and directives, and applicable law to provide a safe and healthy workplace. When the District has established written emergency procedures and/or comprehensive safety plans, copies shall be distributed to all employees.
- 21.5 Whenever the District directs the wear and/or use of safety equipment or devices, the District shall be responsible for providing such equipment and devices at no cost to employees.
- 21.6 The District shall provide periodic in-service training to employees on matters of health and safety. Unless otherwise indicated, employee attendance shall be required.

ARTICLE 22 - SECURITY CAMERAS

22.1 Security Cameras

22.1.1 The District has a legitimate interest in protecting the safety of District property, students, and employees and that use of electronic surveillance systems or devices can be an effective tool in meeting that objective.

22.1.2 CEU has an interest in protecting the privacy of employees and ensuring due process associated with disciplinary action taken against employees.

22.1.2.1 The District will only place electronic surveillance systems or devices to:

22.1.2.1.1 Protect District property and assets from theft or vandalism.

22.1.2.1.2 Assist in the investigation of a formal complaint that the District is legally required to investigate pursuant to Title IX of the Education Amendments of 1972, or Title 5 of the California Code of Regulations, where the surveillance data could assist in corroborating or disproving the allegations.

22.1.2.1.3 The District will only access and use electronic surveillance system data for the purposes in 22.1.2.1.1 and 22.1.2.1.2.

22.1.2.1.4 The District will retain electronic surveillance system data for no more than ninety (90) calendar days from the time of recording, unless the data is accessed within the ninety (90) day period for an approved purpose consistent with this Article. In that case, the District will retain the electronic surveillance system data as required by applicable law. When the District retains surveillance data for more than ninety (90) days under this provision it will only access or use the data in connection with the specific, approved purpose for which it originally retained the data.

22.1.3 Limitations on Placement of Electronic Surveillance Systems or Devices

22.1.3.1 The District will place clear signage providing notice that the campus is under camera surveillance. The District will only place electronic surveillance systems or devices in areas logically related to their approved purposes.

22.1.3.2 The District will not place electronic surveillance systems or devices in places where employees typically have a reasonable expectation of privacy, such as locker rooms, changing rooms, or restrooms. This limitation on the placement of cameras does not prohibit placement of cameras at the point of entry into any District building.

22.1.4 Changes to the Surveillance Systems. The District shall provide CEU President or designee the current locations of all cameras connected to the District's CCTV surveillance system. The District shall provide CEU President or designee with notice of the proposed installation of new cameras or the relocation of existing cameras connected to an electronic surveillance system at least five days before the installation or relocation.

22.1.5 Limitations on Access to Surveillance Data. The District will access information recorded on electronic surveillance systems or devices only under the following circumstances:

22.1.5.1 The District has reason to believe a violation of law involving the theft or vandalism of District property or assets has occurred and that access to surveillance data would assist in the formal investigation.

22.1.5.2 The District is conducting an investigation of a formal Title IX or Title 5 complaint, and through its Chief Human Resources Officer or Title IX Coordinator, has determined that the surveillance data could corroborate or disprove the allegations.

- 22.1.5.3 The District has reason to believe that a violation of law has occurred that would be categorized as a felony and that access to surveillance data would assist in the formal investigation.
- 22.1.5.4 Subject to a lawful subpoena, judicial order, or other legal requirement to produce the data to a third party.
- 22.1.6 Limitations on District Use of Accessed Surveillance Data.
 - 22.1.6.1 Limited, Permissible Use for Personnel Matters Involving Egregious Misconduct. The District will not use data or information accessed from an electronic surveillance system for CEU employee personnel matters, including but not limited to disciplinary action, except where each of the following requirements is met:
 - 22.1.6.1.1 The District properly accessed the data or information for an approved purpose and in accordance with the limitations set forth in paragraph 1.1.5; and
 - 22.1.6.1.2 The data or information gathered presents credible evidence of misconduct that falls under one or more of the causes for discipline under Article 24. The District will use only that portion of the data or information relevant to the personnel matter in carrying out the personnel action.
- 22.1.7 Authorized Access. Except for emergencies, compelling circumstances, subpoenas, or search warrants, access to surveillance data must be authorized in advance and in writing by the Superintendent/President, Vice President of Administrative Services, Head of Security, Director of Maintenance and Operations, or the Chief Human Resources Officer. This authority may not be delegated to another District employee, except in the case of emergency, compelling circumstances, or compliance with legal requirements noted in paragraph 22.1.5.4, above.
 - 22.1.7.1 Standard for Review. To authorize access to surveillance data, the Superintendent/President, Vice President of Administrative Services, or Chief Human Resources Officer shall review the request and ensure that the request to access surveillance data complies with the terms of this Article.
 - 22.1.7.2 In emergencies or under compelling circumstances, the least perusal of surveillance data and information and the least action necessary to resolve the emergency or compelling circumstance may be taken immediately without the authorization set out in section 22.1.7, but appropriate authorization must then be sought without delay.

- 22.1.8 CEU shall not file a grievance or other action asserting violation of the limitations in this Article without first meeting with the Superintendent/President or designee.

ARTICLE 23 - EVALUATION OF PERFORMANCE

Article under committee review.

23.1 Intent of Evaluation

- 23.1.1 The primary purpose of the evaluation is to recognize the employee's contributions to the District, and to assist the employee in improving job knowledge and skills. In the case(s) that through a fair evaluation process it is found that an employee needs improvement, support will be provided through the components of this Agreement.
- 23.1.2 A new supervisor shall work with an employee at least six (6) months (preferably one (1) year) before conducting an evaluation. At the beginning of each fiscal year the immediate supervisor will meet with the employee to discuss performance expectations for the upcoming fiscal year.
- 23.1.3 The evaluation year extends from July 1st to June 30th each fiscal year. No later than June 30th preceding the evaluation year there shall be a meeting between the immediate supervisor and the employee to establish the parameters of the evaluation. In this meeting the following will be covered:
- Identification of strengths and how the immediate supervisor and employee will plan to build on these strengths.
 - Identification of the accuracy of the employee's job description and clarification of job expectations in the job description. This will include a timeline of job duties, if this is appropriate to the work (e.g., which months the report is sent to Board, frequency that windows are cleaned). Any mutually agree to additional duties included in the employee's job responsibilities will be identified and sent to Human Resources.
 - Identification of new skills, greater knowledge needed for the job duties and a plan of action that provide the employee with the skills and knowledge needed.
 - The immediate supervisor will identify any major projects to be achieved and/or priorities to be assigned during the evaluation year. A mutual plan on how to accommodate these additional needs will be drafted. The mutual plan will be in place by June 30th of the evaluation year.
 - Evaluations will be completed on forms jointly agreed to by the District and the CEU. (see Appendix A)

- 23.1.4 In the case of an unsatisfactory evaluation the employee will receive a clear report on deficiencies and an improvement plan will be developed. The employee will receive this plan ten (10) days after the final evaluation meeting. Employees on an Improvement Plan will be provided adequate time and training to reach the benchmarks defined. This will be discussed in a meeting. An Improvement Plan shall include specific recommendations for improvement, objectives, and timelines.
- 23.1.5 The employee will be evaluated by their immediate supervisor. The supervisor(s) will receive training on the evaluation process prior to the evaluation of employees. This training will be updated every five (5) years.

23.2 Probationary Employees

- 23.2.1 Probationary employees shall receive a written evaluation three (3) times during the probationary period: at the end of the third (3rd), sixth (6th) and tenth (10th) working months. At the time of the tenth (10th) month, a recommendation for either granting permanency or termination shall be made.

23.3 Permanent Employees

- 23.3.1 During the first two (2) years, permanent employees shall receive an annual formal written performance evaluation. After the first two (2) years permanent employees shall be evaluated every two (2) years. The evaluation shall be completed by August 15th of the evaluation year.
- 23.3.2 The immediate supervisor shall meet with the employee to discuss the employee's written evaluation. All employees shall receive a copy of their evaluation. The immediate supervisor shall retain a copy for the supervisor's file and a copy shall be forwarded to the Director of Human Resources for inclusion in the employee's personnel file. Employees on an Improvement Plan shall have meetings and written evaluations on the third (3rd), sixth (6th), and tenth (10th) working months until which time the deficiencies are corrected or other remedies are determined to be necessary at the appropriate Administrator level.

23.4 Special Evaluations

- 23.4.1 An immediate supervisor may, at any time, issue to an employee a "Notice of Commendation" or a "Notice of Special Evaluation." This can be used to help employees achieve higher aspirations and/or improve performance.

23.5 Appeals

- 23.5.1 The employee's signature on the evaluation validates that the employee has received an evaluation per this Article; it does not indicate agreement. Employees can provide a written response, which will be attached and become part of the permanent

evaluation record. Should the evaluation contain factors which the employee feels are inaccurate, the employee may request and receive an opportunity to meet with their immediate supervisor and the appropriate Administrator within thirty (30) days from the receipt of the written evaluation.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.1 The following grievance procedures shall be available to all employees. The procedural steps included herein have been designed to secure an equitable solution to a grievance at the earliest possible date.

24.2 Terms

24.2.1 Conference: Either party may request a meeting for conference at any level. This conference will be held within the timelines and not result in an extension of the timelines.

24.2.2 Grievance: A "grievance" is an allegation by the CEU, an employee or employees that there has been a misinterpretation, a violation, or misapplication of a specific article, section or provision of this Agreement. The employee may have CEU representation at all levels.

24.2.3 Days: All references to "days" included herein shall be working days when the District administrative offices are open for business.

24.2.4 Informal Grievance Conference: An attempt will be made to resolve the grievance by an informal conference between the employee and the employee's immediate supervisor with the objective of resolving the matter through informal conference. If the employee desires representation, a CEU representative will be present.

24.2.5 Immediate Supervisor: The lowest level managerial person who has the authority to resolve the grievance and grant the remedy sought.

24.3 Formal Grievance Procedure

24.3.1 Level I

Within thirty (30) days after the occurrence of the act or omission or within thirty (30) days of the time the employee became aware or should have become aware of the act or omission giving rise to the grievance, the employee or CEU must present their grievance in writing to the employee's immediate supervisor.

24.3.1.1 The written grievance shall contain a clear, concise written statement of the grievance, the date of the grievance, the specific provision(s) of the Agreement allegedly involved and the specific remedy sought.

24.3.1.2 The supervisor shall communicate a written decision to the employee within seven (7) days after receiving the grievance. If the supervisor does not respond within the time limit, the grievance is deemed denied, and the employee may appeal in writing to the next level. Such appeal must be made within seven (7) days after expiration of the time limit or after the written answer is received, whichever occurs first.

24.3.2 Level II

24.3.2.1 The employee/CEU may file the grievance at Level II with the appropriate Vice President. The filing will include a copy of the original grievance, and the response, if any, from Level I. The Vice President shall render a written decision within seven (7) days of receipt of the appeal. If the Vice President does not render a written decision within the prescribed time limit, the grievance is deemed denied and the employee may appeal to the next level. Such appeal must be made within ten (10) days after the expiration of the time limit or after the written response is received, whichever occurs first.

24.3.3 Level III

24.3.3.1 If the grievance is not resolved at the level of the Vice President, the employee/CEU may file at Level III with the Superintendent/President of the District. The Superintendent/President will have ten (10) days to provide a written response.

24.3.3.2 The Superintendent/President may conduct a review of the matter themselves, including requesting meetings with the employee and other parties concerned. These meetings may be held separately or together with the involved parties. The decision of the Superintendent/President on the grievance shall be in writing, and shall be issued within ten (10) days after the filing of the grievance, at this level.

24.3.4 Level IV

24.3.4.1 In the event that the parties do not reach agreement through the above process, the employee may submit within ten (10) days a request for an impartial third party mediation with the office of the Superintendent/President. The CEU and the District shall agree upon an impartial third party mediator and agree to a date and time for mediation.

24.3.4.2 The District and CEU will work together to bring resolution to the grievance.

24.3.5 Level V

- 24.3.5.1 If the mediation process fails, the office of the Superintendent/President will schedule a hearing with the Board of Trustees upon request of the employee. The employee will have ten (10) days to request a hearing with the Board of Trustees. The Board of Trustees shall convene a hearing at the earliest practical date of a subcommittee of the Board to include two members of the Board. The employee will provide a written statement of the grievance. The Superintendent/President will also provide a written statement. The Board subcommittee will take into consideration the written statement of the employee and the written statement of the Superintendent/President, and the subcommittee will provide time for the employee to present their grievance and requested remedies.
- 24.3.5.2 The hearing subcommittee shall make a recommendation to the full Board of Trustees. The Board of Trustees will provide the employee a decision within fourteen (14) days of the hearing.
- 24.3.5.3 The decision of the Board of Trustees shall be final.

24.4 General Provisions

- 24.4.1 Grievances may be consolidated by mutual agreement of the District and the CEU. If a grievance affects a group or class of employees, and the facts with respect to all persons alleged to be aggrieved are substantially the same, the CEU may consolidate the grievance(s).
- 24.4.2 Time limits indicated at each level of the grievance procedure set forth in the Article shall be construed as maximum and an attempt shall be made to expedite the process.
- 24.4.3 Extensions of the aforesaid time limits may be requested in writing by either party. Such requests shall state the extension period requested. Unless an extension is mutually agreed upon between the District and the CEU, the time limits set forth herein shall be applicable.
- 24.4.4 If a grievance arises from action or inaction at the Vice President level, the CEU may submit such grievance directly to the Superintendent/President at Level III. The time limits for submission and the subsequent processing of such grievance shall be the same as set forth in section 24.3.2, Level III above in regard to a class or group grievance, ten (10) days.
- 24.4.5 The investigation and processing of grievances will be accomplished during the normal workday. The CEU representative and employee shall be released without loss of pay in order to properly fulfill the duty of fair representation. Any employee who is requested to appear in such investigations, meetings, or hearings as a witness shall be accorded the same rights.

- 24.4.6 The CEU will provide prior written notice to the District of those individuals authorized to investigate and process grievances on behalf of the CEU.
- 24.4.7 The District shall cooperate with the CEU in the investigation of any grievance and shall provide the CEU with such available information as is requested as necessary to effectively process a grievance and to discharge the CEU's duty of fair representation.
- 24.4.8 In the event an employee, or employees, exercise the right to individually process a grievance without assistance from the CEU, the District shall provide the CEU:
- A written copy of the grievance; reasonable time to assert the CEU's position in regard to the matter; a written copy of any proposed resolution of the grievance; an opportunity to file a response.
 - Any resolution deemed by the CEU to be inconsistent with this Agreement shall not be implemented.
- 24.4.9 No reprisals of any kind shall be taken against any employee because of participation in the grievance procedure in accordance with the terms of this Agreement.
- 24.4.10 All records dealing with the processing of grievances shall be filed separately from the personnel files of the employees.
- 24.4.11 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the CEU and District and given appropriate distribution to facilitate operation of the grievance procedure.
- 24.4.12 In matters dealing with alleged violations of CEU rights, the grievance may be initiated at Level II.

ARTICLE 25 - DISCIPLINE PROCEDURES

- 25.1 The District maintains the rights to reprimand, suspend with or without pay, or terminate an employee for failure to perform assigned duties and responsibilities.
- 25.2 This Article applies only to employees with permanent status; the District reserves all rights to discipline or dismiss probationary employees.
- 25.3 The District agrees to administer discipline progressively, which means that actions such as warnings and reprimands would precede suspension or dismissal except in cases where the seriousness of the problem justifies immediate suspension or dismissal.
- 25.4 Reprimands, counseling and/or oral warnings are not considered disciplinary for purposes of this Article; however, they may be referred to for purposes of determining an appropriate level of discipline.

- 25.5 Any action by an employee engaging in conduct endangering the health or well-being of students, staff or others shall be cause of immediate suspension or dismissal.
- 25.6 The Board of Trustees is authorized to suspend employees without pay for disciplinary reasons. Suspensions may be for varying periods and shall be in accordance with the severity of the cause for disciplinary action.
- 25.7 Charges, such as, but not limited to, the following may be cause for disciplinary action up to and including dismissal. If circumstances merit special consideration, the employee may be suspended or demoted in lieu of discharge:
 - 25.7.1 Incompetence or inefficiency in performance of duty.
 - 25.7.2 Dishonesty.
 - 25.7.3 Insubordination.
 - 25.7.4 Carelessness or negligence in the performance of duties or in the care of use of District property.
 - 25.7.5 Intoxication or drinking alcoholic beverages on the job, or possession of or use of any narcotic or restricted substance on the job, or reporting to work under the influence of a narcotic or restricted substance, or any narcotic offense as defined in the Ed. Code.
 - 25.7.6 Repeated or unexcused absence or tardiness or absence or repeated tardiness without authority or sufficient reason.
 - 25.7.7 Failure or inability to perform duties and responsibilities assigned to a employee's position.
 - 25.7.8 Discourteous, offensive, or abusive conduct or language toward other employees, students or the public.
 - 25.7.9 Conviction of a felony or of any crime involving moral turpitude.
 - 25.7.10 Abandonment of position (the absence of the employee without notice and/or cause for five (5) consecutive working days).
 - 25.7.11 Unauthorized personal use of District property.
 - 25.7.12 Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
 - 25.7.13 Violation of the Education Code, rules and regulations of the District, or safety rules made applicable to the District.

- 25.7.14 Violation or refusal to obey rules or regulations made applicable to public schools by the Education Code, Board Policy, or by any appropriate state or local governmental agency.
- 25.7.15 Willful conduct unbecoming an employee of the District, indicative of an unfitness to perform, which causes discredit to the District, its employees or its students.
- 25.7.16 Conduct of personal business for personal gain while on work assignments.
- 25.7.17 Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment by the District.
- 25.8 No employee, shall be suspended, demoted, or dismissed unless there is served upon said employee a written notice of suspension, demotion, or dismissal, signed by the Superintendent/President or designee stating the reasons for the suspension, demotion, or dismissal, and the effective date thereof. A copy of such notice shall also be sent to the CEU. Under ordinary circumstances, notice of five (5) working days shall be given.
- 25.9 Actions in connection with disciplinary matters shall not be subject to grievance procedures which are set forth in Article 24 – Grievance Procedure.
- 25.10 Pre-disciplinary Procedures
- 25.10.1 The disciplined, or dismissed employee, shall be informed in writing of the specific charges against them, a statement of their right to a Skelly Hearing on such charges, and the time frame within which a hearing may be requested, which shall be not less than five (5) working days after service of the notice to the employee.
- 25.10.2 A Skelly Hearing may be held at the request of the employee. This conference will be conducted by the Vice President of Administrative Services or designee. The purpose of the Skelly process is to ensure the employee is given opportunity to present relevant information prior to the implementation of discipline.
- 25.11 Disciplinary Procedure
- 25.11.1 If at the conclusion of the “Skelly Conference,” the Skelly Officer recommends discipline be sustained, which may include demotion, reduction in pay, suspension, or dismissal, such discipline will be taken to the Board of Trustees for approval. The employee and CEU should be given written pre-disciplinary notice to include:
- A least five (5) days’ notice of the time and place of the meeting at which the Board of Trustees will consider the proposed disciplinary action.
 - A statement of the proposed disciplinary action.
 - A statement of the reasons for such action.

- A copy of the charges and materials upon which the action is based.
 - A statement that the employee has the right to respond, either orally or in writing, to the Board of Trustees.
- 25.11.2 Board action on the discipline will be conducted during closed session unless otherwise requested by the employee. The employee has the right to appeal the discipline and request a post disciplinary evidentiary hearing following Board action.
- 25.11.3 In the event the Board of Trustees takes disciplinary action, a written notice thereof shall be served upon the employee either personally or by U.S. Certified Mail, postage prepaid. Such notice shall contain a statement of the action taken and cause for action taken. In addition, notice shall include a statement that the employee has a right to a hearing on the charges, and a card or paper, the signing and filing of which shall constitute a demand for hearing and denial of all charges.

25.12 Post-disciplinary Procedure

- 25.12.1 When the Board of Trustees decides that disciplinary action shall be invoked, the employee shall have the right to a hearing as provided below:
- The employee files a written request for a hearing within five (5) calendar days after service of the written notification to the employee. Failure of the employee to file a timely request shall constitute a waiver of the right to a hearing.
 - If the employee files a timely request for a hearing, the Board of Trustees shall conduct a full evidentiary hearing at a designated time and place within a reasonable time after receipt of the request from the employee. The Board may appoint an impartial hearing officer to hear the matter and recommend a decision to the Board as hereinafter provided. The employee shall be given at least five (5) calendar days' notice of the time and place of the hearing. If the employee fails to file a timely request for a hearing, the decision of the Board of Trustees shall be final and conclusive.
 - The hearing shall be tape recorded. If either party requests a court reporter or transcript, the requesting party shall pay the cost.
 - The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth. The Board or hearing officer shall determine the relevancy, weight and credibility of testimony and evidence, and shall base findings on the preponderance of evidence.
- 25.12.2 Such hearing shall be closed to the public unless otherwise requested by the employee. The employee may be present and have the right to be represented.

- 25.12.3 The decision of the Board of Trustees shall include express findings of the charges upon which the disciplinary action was based and may wholly reverse or affirm the disciplinary action or modify the severity of the same.

ARTICLE 26 - WORK PRESERVATION/LAYOFF

26.1 Work Preservation

- 26.1.1 Layoff shall only be for lack of work, lack of funds, or discontinuance of a particular program that necessitates a reduction in classified employees.

26.2 Layoff Due to Lack of Funds

- 26.2.1 The District agrees that if a classified position is eliminated for "lack of funds," a full and complete financial analysis and justification will be provided as supporting documentation for the decision.
- 26.2.2 The District shall negotiate with the CEU prior to any reduction in hours or days of an employee's regular hours per week assignment.

26.3 Layoff Notification

- 26.3.1 The District shall give sixty (60) calendar day's written notice of layoff to both the CEU and the designated employee(s). Any notice of layoff shall specify the reason for layoff and identify by name, class, and position, the employee designated for layoff, the effective date of layoff, and a statement of the employee's bumping and reemployment rights. The notice of layoff will be hand delivered to the employee or by certified mail if the employee is not on campus. The notice to the CEU may be emailed.
- 26.3.2 Whenever a layoff is anticipated, the CEU shall be provided with a copy of the most current seniority roster for affected employees at least fifteen (15) workdays before a layoff resolution is presented to the Board for action. The District shall also provide the CEU with a list of all job vacancies authorized for filling.

26.4 Order of Layoff

- 26.4.1 Order of layoff shall be determined by seniority within the classification of employment. Seniority shall be determined by first date of paid service within the classification or higher class(es). The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. If two (2) or more employees subject to layoff have equal seniority, then the layoff determination shall be made by lot, with CEU representatives present. Employees shall be permitted to attend the lot drawing. Once a tie in seniority is broken, it is broken permanently and for all purposes.

- 26.4.2 Employees who are laid off do not accumulate seniority credit while on reemployment lists.
- 26.4.3 When employees have equal seniority on a retention list for a class, the employee with the greatest total amount of seniority with the District shall be retained.
- 26.5 Names of Employees Placed on Layoff Lists
 - 26.5.1 The names of permanent and probationary employees thus laid off shall be placed upon the reemployment list for the class from which they were laid off. Reemployment shall be in inverse order of layoff, that is the most senior are hired back first.
- 26.6 Bumping Rights
 - 26.6.1 Regular employees who are to be laid off may exercise bumping rights in any equal or lower class in which they hold seniority credit greater than that of an incumbent or they may bump into any classification in which the employee previously worked for which the employee has sufficient seniority over others. The employee to be bumped shall be the one with the least seniority credit in the class.
- 26.7 Rights of Laid Off Employees
 - 26.7.1 The reemployment list for a class shall be used before any other means of filling vacancies for that class with the exception of the exercise of bumping rights or the 39-month list for exhaustion of leaves per [Article 11.5.3](#). Offers of reemployment shall be made in reverse order of layoff.
 - 26.7.2 An employee accepting a transfer, voluntary demotion, or voluntary reduction in status or assigned time in lieu of layoff, in order to remain in their present position rather than be reclassified or re-assigned, shall be granted the same rights as employees laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the class still apply.
 - 26.7.3 An employee on a reemployment list may decline three (3) offers of reemployment in the employee's former class and status. After that employee's third refusal, no additional offers shall be made.
 - 26.7.4 Refusal of an offer of limited-term employment shall not affect the standing of any employee on a reemployment list.
- 26.8 Recall
 - 26.8.1 If an employee is recalled to a position other than the one from which the employee was laid off, the employee shall have the first right to return to their original position.

- 26.8.2 An employee re-employed after layoff shall be fully restored to their class as a permanent employee with all appropriate service credit and level of benefits, and to their former placement on the salary schedule, including earned awards. A probationary employee shall be required to serve the remaining months of probation in the new position.
- 26.8.3 The recall notice shall be sent by certified, return receipt letter to the laid off employee's last known address.
- 26.9 If employees of the CEU are laid off, the District will:
- 26.9.1 Pay, if the employee elects, the employee's sick leave balance up to one (1) full month, or one hundred, seventy-three point thirty-three (173.33) hours for a full-time employee. These hours will be prorated for part-time members (e.g., a one-half (.5) FTE employee would be entitled to half this amount). Any sick leave time taken during the sixty (60) day notification period will be deducted from this amount. Employee must have this amount in their sick leave balance prior to payment. The employee(s) may elect to reserve sick leave to apply toward their CalPERS service credit.
- 26.9.2. Provide an additional two (2) days paid personal necessity leave (PNL) to look for work.
- 26.9.3. Provide three (3) months, when applicable, continued health and welfare benefits from the employee's last day.
- 26.9.4. Priority consideration for vacancies for which the employee qualifies and for which they have applied, before considering outside applications.
- 26.10 These provisions will remain in effect through the term of the Agreement and will be re-negotiated at the end of that time period.
- 26.11 Employees who are laid-off shall be entitled, along with their dependents, to continue enrollment in any health and welfare plan offered by the District as noted in Article 26.9.3 above. Thereafter, the laid off employee may, if they choose, continue to pay the necessary premiums on a monthly basis as provided by COBRA.
- 26.12 Work Preservation II
- 26.12.1 The District will retain the right to maintain all current contracted services in effect at the time of the PERB recognition of the CEU/CTA/NEA. This includes:
- Contract for custodial services.
 - Contract for IT services. District shall not contract out additional classified unit work above the current contract with Integral Networks.

- Contract for Barnes and Noble Bookstore that supplies materials, books and food for students and employees.
 - Contract for coffee cart service.
- 26.12.2 The District will retain the right to contract with outside vendors for specific services that employees are either not licensed or certified to provide or when available employees cannot adequately meet the needs of the District, in accordance with applicable state law(s) and per Education Code requirements (ECS 88003.1.).
- 26.12.3 Once contracted, these outside contractors will be limited to the work and related duties as specified in the contract. The District will notify the CEU by email ten (10) days prior to entering into a contract that would cover bargaining union work. These contracts will be provided to the CEU within two (2) days of execution.
- 26.12.4 There shall be no alteration, variation, modification, or interference with job classifications, work to be performed there under and/or job descriptions pertaining thereto unless mutually agreed upon by the District and the CEU.
- 26.12.5 The District will send out an annual form in June of each year to seek employee interest in various extra work opportunities that may arise during the work year. Employees can submit the form during the year, but it is preferred that the forms are submitted in June. Employees will be paid overtime for this extra work if the cost is equal to or less than a vendor (ECS 88003.1). Employees may only work outside their classification if they are qualified for the work and agree to perform the work. This work will not accrue for hours used to determine seniority.

ARTICLE 27 - TERM OF AGREEMENT

- 27.1 This Agreement shall remain in full forces and effect from the date of ratification of the parties on June 14, 2021 until June 30, 2023.
- 27.2 No later than the month of December of the year in which this Agreement expires, the CEU and District shall submit their initial proposals to each other for a successor Agreement. The District and CEU acknowledge the work needed in Articles 18, 24, and 25; these will be automatic openers when negotiating a successor agreement. The District shall give proper public notice of such proposals at the first District Board meeting following the submission of the proposals (CA Gov. Code 3547- 3547.5).
- 27.3 Reopeners
No later than the month of December of the first years of this Agreement, the parties shall submit their initial proposals to each other. The parties agree that for the 2022-23 negotiating year Articles 19 and 23 will be automatic reopeners, these will be the only articles reopened for the second year of this Agreement. The District shall give proper public notice of such

proposals at the first District Board meeting following the submission of the proposals (CA Gov. Code 3547- 3547.5).

- 27.4 The District and CEU shall commence to meet and negotiate on reopeners or a successor Agreement beginning no later than thirty (30) days after the completion of the public notice requirements listed above. Any agreement reached between the District and CEU shall be reduced to writing and signed by them.
- 27.5 The District shall post the Agreement to its public website and ensure all new employees are able to navigate to it. Copies of the Agreement shall be provided upon request.
- 27.6 There shall be no change in the Agreement during the term of this Agreement unless there is mutual written agreement to do so and said changes are dated and signed by both the District and CEU. Such changes shall be titled as Memorandums of Understanding (MOUs) and will become a part of the Agreement.
- 27.7 Agreed to by the Lake Tahoe Community College Classified Employee Union, attested by the signature of the CEU President.

Heather Cade- Bauer
Heather Cade- Bauer (Jun 28, 2021 11:39 PDT)

Signature

Jun 28, 2021

Date

- 27.8 Agreed to by the Lake Tahoe Community College District by vote of the Board of Trustees on June 15, 2021, attested by the signature of the Superintendent/President.

Jeff DeFuria
Jeff DeFuria (Jun 28, 2021 15:55 PDT)

Signature

Jun 28, 2021

Date

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Appendix A – Classified Employee Evaluation

This appendix under committee review

Lake Tahoe Community College Classified Employee Evaluation

At the start of each fiscal year, immediate supervisors will meet with CEU employee(s) to discuss performance expectations for the upcoming fiscal year. Supervisors and employees will meet no later than June 30th preceding the evaluation year (July 1st to June 30th) every year to establish the parameters of the evaluation.

The following form is used to help classified employees recognize their contributions to the District, and to assist employees in improving their job knowledge and skills. If the evaluation process shows that an employee needs improvement, then support will be provided.

Name: _____ Job Title: _____

Department: _____ Hire Date: _____ Evaluation Period: _____

Check appropriate box:

- ☐ Permanent Employee (in first 2 years of employment, evaluation completed annually. After that, every 2 years completed by Aug. 15th immediately following the evaluation year)
- ☐ Probationary Employee (evaluation completed 3 times; at end of 3rd, 6th and 10th months within the first year.)
- ☐ Special Commendation
- ☐ Notice of Special Evaluation

Review the dimensions of performance. Under each category, comment on the employee's accomplishments and challenges during the evaluation period. Indicate level of performance achieved using the following scale:

4 = Exceeds Expectations 3 = Meets Expectations 2 = Needs Improvement 1 = Unsatisfactory

1. **Quality of Work:** Demonstrates accuracy and thoroughness; displays commitment to excellence; looks for ways to improve and promote quality; applies feedback to improve performance; monitors own work to ensure quality.

Rating: ☐ 4 ☐ 3 ☐ 2 ☐ 1

Comments:

2. **Productivity:** Completes work in a timely manner; work assignments are effectively planned and organized to meet deadlines; handles tasks efficiently; shows initiative.

Rating: ☐ 4 ☐ 3 ☐ 2 ☐ 1

Comments:

3. **Working Relations:** Acts in a manner that reflects respect, courtesy, civility, and appreciation. Establishes and maintains effective work relationships. Uses established lines of reporting. Provides accurate information.

Rating: ☐ 4 ☐ 3 ☐ 2 ☐ 1

Comments:

4. **Skills and Abilities:** Select all that are applicable to the work assignment. Evaluators may identify other relevant criteria if desired.

a.) **Attendance & Punctuality:** Reports to work as scheduled and on time, and complies with standards for attendance, rest periods, and lunches.

Rating: ☐ 4 ☐ 3 ☐ 2 ☐ 1

Comments:

b.) **Dependability and Reliability:** Carries out the responsibilities of the position with minimal supervision and guidance.

Rating: ☐ 4 ☐ 3 ☐ 2 ☐ 1

Comments:

c.) **Communication:** Writes clearly, edits own work, presents numerical data effectively, expresses thoughts clearly both verbally and in writing; demonstrates effective customer service techniques.

Rating: ☐ 4 ☐ 3 ☐ 2 ☐ 1

Comments:

d.) **Team Work:** Balances individual and departmental responsibilities; works effectively as part of a group.

Rating: ☐ 4 ☐ 3 ☐ 2 ☐ 1

Comments:

e.) **Safety:** Complies with established District safety policies and practices. Operates equipment and/or vehicles in a safe manner. Reports any unsafe conditions.

Rating: ☐ 4 ☐ 3 ☐ 2 ☐ 1

Comments:

f.) **Trade and Industrial:** Knowledge of established district and industry standards and practices; proper maintenance, operation, and storing of tools, supplies and equipment; proper handling of chemicals; specialized job knowledge required of position.

Rating: ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐ N/A

Comments:

g.) **Analytical and Data Analysis:** Recognizes what information is critical; plans and conducts research and analyses in clear and concise manner.

Rating: ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐ N/A

Comments:

h.) **Information Technology:** Demonstrates ability to use current technology in performing job duties; keeps up-to-date on systems and technology equipment used to perform job functions.

Rating: ☐ 4 ☐ 3 ☐ 2 ☐ 1 ☐ N/A

Comments:

Overall Work Performance

Please check the employee's overall rating:

☐ Exceeds Expectations ☐ Meets Expectations ☐ Needs Improvement ☐ Unsatisfactory

☐ Improvement Plan Created _____.

(date)

(If the overall work performance rating is marked "Unsatisfactory" above, a written improvement plan is required within 10 days.)

For Probationary Employees, the following is recommended:

- ☐ Grant permanent status
- ☐ Continue Probationary Period (when employee is in 3rd or 6th month of employment)
- ☐ Discontinue Employment

Supervisor Comments: (Comments may also include special commendations. An overall rating of “Unsatisfactory” must be supported by a statement of the facts and/or data. A plan that includes recommendations for improvement, objectives, and timelines must be received by the employee no more than 10 days after their evaluation meeting. Non-probationary employees on an Improvement Plan will be provided adequate time, training and support to reach the benchmarks defined in the plan).

Employee Signature: My signature below signifies that I have read and discussed this evaluation with my supervisor. It does not necessarily imply that I agree with the evaluation's findings. I understand that I may submit an appeal to this evaluation within 15 days of receipt. I understand that I can write a rebuttal and shall submit it to the Director of Human Resources within 25 days of receiving my evaluation. I can also request and receive a meeting with my immediate supervisor and appropriate VP administrator within 30 days of receipt of the written evaluation.

Employee's Signature Date

Supervisor's Signature Date

Employee Comments (optional; *not to be used for rebuttal to above performance evaluation*):

Employee Name: _____

Date: _____

Manager/Supervisor: _____

Training and Skill Development Needs

Is training or skills development recommended to fully develop employee's potential? If so, what is recommended and how will this enhance performance?

☐ No training needs identified at this time

☐ Training or skills development recommended (explain)

Employee Name: _____

Date: _____

Manager/Supervisor: _____

Set objectives and goals for next evaluation period (List 4-5 goals for the next evaluation period)

- **Specific:** Is the objective clear and specific?
- **Measurable:** Will you be able to tell if this objective was accomplished by quantitative or qualitative measures?
- **Achievable:** Is the objective under the control of the employee? Is it achievable and realistic, but at the same time does it provide some "stretch" for the employee?
- **Relevant:** Does this objective support our mission statement, strategic plan and departmental goals?
- **Time bound:** Is there a due date when this must be accomplished or measured?

Example: Report on monthly H&W reports, including payments by classification and employee, to the Business Services department (*specific*) no later than the 15th of each month (*measurable*), beginning July 1, 2013 (*time bound*). This is necessary to give Business Services sufficient time to review this report and process payment, to avoid newly implemented late payment penalties (*relevant*).

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Appendix B – Classified Salary Schedule (20-00)

Salary Schedule: 20 Model: 00 Description: Classified
d

Bargaining Unit: 02 - Classified Employee
Union

Schedule Calculation

Factors:

Time base:

Annually

First Step: 01 Last Step:

06

Direction of

Advancement: Step

Default Work Calendar: 0001 - Full-time, 12
mo, 261

Advance On: F - Fiscal

start

Additional Pay For Masters: 480.00 For

Doctorate: 900.00

Longevity Plateau Values (yr/amt): based on individual employee's number of years at LTCC

1 : 10 / 2.5000

2 : 15 / 5.0000

3 : 20 / 7.5000

4 : 25 / 10.0000

							Longevity calculation below is based on step 6			
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	L10	L15	L20	L25
16	XX	32,257.80	33,894.60	35,609.52	37,415.28	39,312.12	40,294.92	41,277.73	42,260.53	43,243.33
17	31,465.20	33,063.12	34,739.04	36,505.92	38,350.56	40,299.24	41,306.72	42,314.20	43,321.68	44,329.16
18	32,257.80	33,894.60	35,609.52	37,415.28	39,312.12	41,312.64	42,345.46	43,378.27	44,411.09	45,443.90
19	33,063.12	34,739.04	36,505.92	38,350.56	40,299.24	42,351.96	43,410.76	44,469.56	45,528.36	46,587.16
20	33,894.60	35,609.52	37,415.28	39,312.12	41,312.64	43,417.44	44,502.88	45,588.31	46,673.75	47,759.18
21	34,739.04	36,505.92	38,350.56	40,299.24	42,351.96	44,508.60	45,621.32	46,734.03	47,846.75	48,959.46
22	35,609.52	37,415.28	39,312.12	41,312.64	43,417.44	45,625.80	46,766.45	47,907.09	49,047.74	50,188.38
23	36,505.92	38,350.56	40,299.24	42,351.96	44,508.60	46,769.04	47,938.27	49,107.49	50,276.72	51,445.94
24	37,415.28	39,312.12	41,312.64	43,417.44	45,625.80	47,938.32	49,136.78	50,335.24	51,533.69	52,732.15
25	38,350.56	40,299.24	42,351.96	44,508.60	46,769.04	49,133.52	50,361.86	51,590.20	52,818.53	54,046.87
26	39,312.12	41,312.64	43,417.44	45,625.80	47,938.32	50,367.72	51,626.91	52,886.11	54,145.30	55,404.49
27	40,299.24	42,351.96	44,508.60	46,769.04	49,133.52	51,627.84	52,918.54	54,209.23	55,499.93	56,790.62
28	41,312.64	43,417.44	45,625.80	47,938.32	50,367.72	52,914.00	54,236.85	55,559.70	56,882.55	58,205.40

29	42,351.96	44,508.60	46,769.04	49,133.52	51,627.84	54,239.28	55,595.26	56,951.24	58,307.23	59,663.21
30	43,417.44	45,625.80	47,938.32	50,367.72	52,914.00	55,590.36	56,980.12	58,369.88	59,759.64	61,149.40
31	44,508.60	46,769.04	49,133.52	51,627.84	54,239.28	56,980.32	58,404.83	59,829.34	61,253.84	62,678.35
32	45,625.80	47,938.32	50,367.72	52,914.00	55,590.36	58,409.52	59,869.76	61,330.00	62,790.23	64,250.47
33	46,769.04	49,133.52	51,627.84	54,239.28	56,980.32	59,864.40	61,361.01	62,857.62	64,354.23	65,850.84
34	47,938.32	50,367.72	52,914.00	55,590.36	58,409.52	61,358.28	62,892.24	64,426.19	65,960.15	67,494.11
35	49,133.52	51,627.84	54,239.28	56,980.32	59,864.40	62,891.40	64,463.69	66,035.97	67,608.26	69,180.54
36	50,367.72	52,914.00	55,590.36	58,409.52	61,358.28	64,463.40	66,074.99	67,686.57	69,298.16	70,909.74
37	51,627.84	54,239.28	56,980.32	59,864.40	62,891.40	66,074.40	67,726.26	69,378.12	71,029.98	72,681.84
38	52,914.00	55,590.36	58,409.52	61,358.28	64,463.40	67,724.28	69,417.39	71,110.49	72,803.60	74,496.71
39	54,239.28	56,980.32	59,864.40	62,891.40	66,074.40	69,413.16	71,148.49	72,883.82	74,619.15	76,354.48
40	55,590.36	58,409.52	61,358.28	64,463.40	67,724.28	71,154.12	72,932.97	74,711.83	76,490.68	78,269.53
41	56,980.32	59,864.40	62,891.40	66,074.40	69,413.16	72,933.72	74,757.06	76,580.41	78,403.75	80,227.09
42	58,409.52	61,358.28	64,463.40	67,724.28	71,154.12	74,752.56	76,621.37	78,490.19	80,359.00	82,227.82
43	59,864.40	62,891.40	66,074.40	69,413.16	72,933.72	76,623.24	78,538.82	80,454.40	82,369.98	84,285.56
44	61,358.28	64,463.40	67,724.28	71,154.12	74,752.56	78,533.04	80,496.37	82,459.69	84,423.02	86,386.34
45	62,891.40	66,074.40	69,413.16	72,933.72	76,623.24	80,494.80	82,507.17	84,519.54	86,531.91	88,544.28
46	64,463.40	67,724.28	71,154.12	74,752.56	78,533.04	82,508.52	84,571.23	86,633.95	88,696.66	90,759.37
47	66,074.40	69,413.16	72,933.72	76,623.24	80,494.80	84,574.08	86,688.43	88,802.78	90,917.14	93,031.49
48	67,724.28	71,154.12	74,752.56	78,533.04	82,508.52	86,691.60	88,858.89	91,026.18	93,193.47	95,360.76
49	69,413.16	72,933.72	76,623.24	80,494.80	84,574.08	88,802.78	91,022.85	93,242.92	95,462.99	97,683.06
50	71,154.12	74,752.56	78,533.04	82,508.52	86,691.60	91,026.18	93,301.83	95,577.49	97,853.14	100,128.80

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Appendix D – Holiday Schedule

2021/2022 Holiday Schedule

The following is a list of all holidays granted under CEU contract Article 13.1 Board Policy 5.06 K.10:

1. July 5, 2021	Monday	Independence Day
2. September 6, 2021	Monday	Labor Day
3. November 11, 2021	Thursday	Veteran's Day
November 24, 2021	Wednesday	College Closed**
4. November 25, 2021	Thursday	Thanksgiving Day
5. November 26, 2021	Friday	Friday after Thanksgiving
December 20, 2021	Monday	College Closed**
6. December 21, 2021	Tuesday	Floating Holiday
7. December 22, 2021	Wednesday	Floating Holiday
8. December 23, 2021	Thursday	Holiday for Day Before Christmas
9. December 24, 2021	Friday	Christmas Day
10. December 27, 2021	Monday	Floating Holiday
December 28, 2021	Tuesday	College Closed**
December 29, 2021	Wednesday	College Closed**
11. December 30, 2021	Thursday	Holiday for Day Before New Year's
12. December 31, 2021	Friday	Holiday for New Year's Day
January 3, 2022	Monday	College Open
January 5, 2022	Wednesday	Classes Begin
13. January 17, 2022	Monday	Martin Luther King, Jr. Holiday
14. February 18, 2022	Friday	Lincoln's Birthday Holiday
15. February 21, 2022	Monday	President's Day/Washington's Birthday
16. May 30, 2022	Monday	Memorial Day Holiday

If employees are required by the District to work holidays (floating or regular), employees can either receive overtime pay (time + ½) or they can take compensatory time off for the hours worked.

** Employees must use vacation leave, comp. time or leave without pay for these days.

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Appendix E – Reclassification Request Form

Appendix under committee review

Procedure:

Purpose: *The purpose of this procedure is to provide fair access to and appropriate utilization of the College's system for evaluating jobs.*

Who May Request: *An individual Reclassification Request form may be requested by the District, individual employees, or the CEU. Reclassification Request forms are due by individual employees, or the CEU on March 15 and/or October 31 of each year.*

Frequency: *An analysis of a single position may not be requested by the individual employee or by CEU more frequently than once every 3 years. The District may request a study at any time due to their right to assign and organize work.*

Process:

1. The initiator of the request shall complete section I of the attached form. If the request is initiated by the supervisor or administrator, the employee shall be provided a copy.
2. The supervisor for the area shall complete section II within ten (10) working days of receipt. The administrator for the area shall complete section III within ten (10) working days. If the administrator is also the direct supervisor, complete section III only.
3. When the request is approved by the supervisor and the administrator, the employee shall complete a Job Description Questionnaire (JDQ) to be signed by the employee's supervisor and administrator. If a request made by a employee is denied by the supervisor or administrator, upon request of the employee, the CEU shall review the request and may submit in the supervisor or administrator's stead.
4. The JDQ must be based on actual duties the employee is performing, and evidence that such duties are regularly part of the employee's assigned responsibilities and have over a period of time accreted to the job shall be presented.
5. The completed JDQ shall be submitted to the Human Resources Department who will forward a copy of the Reclassification Request to the employee and the CEU when the request comes from the District. When the request comes from the employee or from the CEU, Human Resources will forward a copy of the request to the appropriate administrator(s).
6. The Human Resources department will forward the request to the designated consultant.
7. The consultant shall make any revisions needed to the job description, and submit the revised job description to a Classification Review Committee (outlined in the appeal process of the Reclassification article) for review. The Classification Review Committee (CRC) will work with the employee and their supervisor to finalize job description. If the District and the employee cannot reach agreement on the job description content, the dispute shall be submitted to the Superintendent/President for resolution. The District retains the right to assign and organize work, and therefore final authority over the job description.
8. When the job description is approved by both parties, the consultant shall conduct an evaluation of the job.

9. The consultant shall prepare a summary of the relevant facts and recommendations arising from the evaluation, for review by the District and employee.
10. If the recommendation involves a salary change, the District and CEU will meet to negotiate the appropriate salary schedule placement within thirty (30) calendar days of receipt of the recommendation. If the request is denied, the Human Resources Director will notify the employee, CEU, and District within five (5) days.
11. Upon completion of negotiations, the reclassification shall be forwarded to the District Board and CEU Board for final approval.

Questions and Answers Relating to Reclassification Requests

Before you submit a Reclassification Request, you may wish to read and consider the following information.

1. What is a Reclassification Request?

A Reclassification Request is a method for systematically assessing the content and value of a job in relation to other jobs within the organization. This process looks at jobs, not people.

2. My workload (volume of work) has gone up dramatically, in fact, I would say the volume has doubled. Shouldn't my job be reclassified?

Workload (volume of work) is not looked at when conducting a reclassification. Reclassifications are concerned with the type and level of work being performed, not the amount. Doubling the workload (volume of work), if the duties are the same type and level, would have no impact on a reclassification and therefore your job does not need a reclassification.

3. My performance has really improved since my job was last evaluated. Can this be looked at through the Reclassification process?

No. The job analysis does not consider performance factors such as quality of work, timeliness, quantity, etc..., but rather is concerned with type and level of work being performed.

4. I recently finished my degree and think my job should be reclassified. I have higher-level qualifications now than when my job was last studied.

Individual qualifications are generally not considered in reclassifications.

Section I – to be completed by employee requesting reclassification

Name: _____

Position: _____

Reason for requesting job analysis:

- ☐ Substantive change in level of duties and responsibilities
- ☐ Impact of technology on existing duties and responsibilities
- ☐ Duties reassigned/reorganized due to organizational restructuring
- ☐ Other (explain below)

Please briefly support the reason checked above, using the space provided.

The information provided is accurate and complete to the best of my knowledge:

Signature: _____ Date: _____

Section II – to be completed by the supervisor

I _____ Agree

_____ Am not sure (explain below)

_____ Disagree (explain below)

that this position warrants a reclassification.

I _____ Agree

_____ Disagree (explain below)

with the comments in section I

Other Comments:

Supervisor's Signature: _____ Date: _____

Section III – to be completed by the administrator

I _____ Agree

_____ Am not sure (explain below)

_____ Disagree (explain below)

that this position warrants a reclassification.

I _____ Agree

_____ Disagree (explain below)

with the comments in section I.

Other Comments:

Administrator's Signature: _____ Date: _____

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Appendix F – Agreements and Memorandum of Understandings

The Lake Tahoe Community College District (“District”) and the Lake Tahoe Community College Classified Employees Union (“CEU”)

Negotiations for a July 1, 2021, through June 30, 2023, Collective Bargaining Agreement

This proposal constitutes a complete economic package and is dependent on all items being accepted or rejected in whole. If this proposal is rejected, the proposal should be considered to be withdrawn.

The following agreement will conclude negotiations between the Lake Tahoe Community College District (“District”) and the Lake Tahoe Community College Classified Employees Union (“CEU”) for the 2021-22 year thus resulting in a two-year (2021-2023) contract (Attachment A). The parties agree that for the 2022-23 negotiating year Articles 19 and 23 will be automatic reopeners. The parties also acknowledge the work needed in Articles 18, 24, and 25; these will be automatic openers when negotiating the succeeding contract.

Intent of the Proposal

The District would like to make progress on increasing the top end salary for all classified employees. The District would also like to make additional adjustments to some of our lowest paid jobs. Adding a step 6 also recognizes the District’s long standing employees with a new opportunity for step advancement. This is proposed as a two-year agreement because the majority of the financial impact of this proposal would impact the District in fiscal years 2021-2022 and 2022-23. This proposal intends to frontload the majority of the salary impact in year 1 of the 2 year proposal. The proposal also intends to consistently recognize LTCC classified employees who provide bilingual services as part of their work. The proposal intends to account for multiple elements of compensation (salary, benefits, stipends, and leave) in a single proposal.

Article 15 - Salary and Compensation

Salary Schedule – Effective June 30, 2021, an additional Step (6) will be added to all salary ranges. Step (6) will be five percent (5%) above the current Step (5).

This will ensure all CEU positions advance a step placement (5%) at the start of the 2021-22 fiscal year, regardless of current step placement (whether the employee is currently on step 1, 2, 3, 4, or, 5). This change will increase the top end compensation (Step 6) of all positions 5%.

Additionally, effective June 30, 2021, the below classifications shall advance two (2) salary ranges; all employees currently in these classifications shall move back one (1) step on the new range in order to maintain the 5% increase.

- CDC Cook
- CDC Teacher
- Groundskeeper/Custodian
- Office Assistant
- Special Programs Assistant
- Human Resource Assistant
- Reprographics Technician
- Program Assistant
- Lead Groundskeeper/Custodian
- CDC Lead Teacher
- TPNS Lead Teacher

- Laboratory Specialist – Science
- Student Support Technician
- Student Support Technician II
- Bursar Technician
- Accounting Assistant

This change on June 30, 2021, will ensure all these positions move 5% at the start of the 2021-22 fiscal year. Coupled with the step 6 addition detailed above will increase the top end of the salary schedule (Step 6) of all these positions by 10%.

Effective July 1, 2022, the Program Technician Curriculum & Instruction shall advance one (1) salary range. This one (1) range increase is meant to recognize this classification's level of duties in relation to other classifications on the salary schedule.

Bilingual Pay – Employees possessing and utilizing bilingual skills in the workplace shall receive bilingual pay in the amount of fifty dollars (\$50.00) per month. The number of employees, languages available, and the qualification requirements will be determined by the District. Upon approval of this contract provision the District will begin a process to identify an adequate tool to determine workplace bilingual fluency and establish standards for bilingual needs in the workplace.

Advanced Degree – The advanced degree stipend to be increased in the salary schedule to unit members who carry degrees relevant to and above the minimum educational requirements listed for their position in the board approved job description:

Doctoral Degree	\$100/month (originally \$75)
Master's Degree	\$50/month (originally \$40)

Total compensation would amount to \$1,200/year (originally \$900) in the case of a doctoral degree and \$600/year (originally \$480) in the case of a master's degree. Bargaining unit members are eligible for only one such stipend.

Article 11 - Leaves of Absence

Vacation Days – Maintain existing contractual vacation days which were last increased in 2016.

Article 13 - Holiday Schedule (Appendix D)

Holiday Calendar – Accept CEU's request to continue the two week closure during winter break (Attachment B).

Article 14 - Health & Welfare Benefits

Health and Welfare – Maintain existing Health and Welfare Cap of \$18,456


Russi Eg (Jun 14, 2021 15:55 PDT)

Jun 14, 2021

District Representative

DATE


Heather Cade-Bauer (Jun 14, 2021 15:57 PDT)

Jun 14, 2021

CEU Representative

DATE