

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

AND

LOCAL 829, COUNCIL 57
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME), AFL-CIO

JULY 1, 2010 – JUNE 30, 2013

Table of Contents

PREAMBLE	3
ARTICLE 1: RECOGNITION	3
ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES	4
ARTICLE 3: DEFINITIONS	5
ARTICLE 4: ORGANIZATIONAL RIGHTS	7
ARTICLE 5: HOURS AND OVERTIME.....	8
ARTICLE 6: VACATION.....	10
ARTICLE 7: HOLIDAYS	12
ARTICLE 8: PAY AND ALLOWANCES.....	13
ARTICLE 9: HEALTH AND WELFARE BENEFITS.....	16
ARTICLE 10: LEAVES.....	19
ARTICLE 11: TRANSFERS/PROMOTIONS/REASSIGNMENTS	23
ARTICLE 12: GRIEVANCE PROCEDURE.....	25
ARTICLE 13: SAFETY.....	28
ARTICLE 14: MANAGEMENT RIGHTS.....	30
ARTICLE 15: SAFETY	30
ARTICLE 16: DISCIPLINARY PROCEDURES.....	32
ARTICLE 17: DURATION.....	36
APPENDIX A: CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT	40
APPENDIX B: AFSCME BARGAINING UNIT SALARY SCHEDULES.....	37
APPENDIX C: LAYOFF PROCEDURES	40
SIDE LETTER “A” AGREEMENT	44
SIDE LETTER “B” AGREEMENT.....	45
SIDE LETTER “C” AGREEMENT	46

PREAMBLE

PREAMBLE: The Board of Trustees of the San Mateo County Community College District, hereinafter referred to as the “**Board**” and Local 829, Council 57, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “**Union**”, agree as follows:

ARTICLE 1: RECOGNITION

- 1.1 **RECOGNITION AS EXCLUSIVE REPRESENTATIVE:** The Board hereby recognizes Local 829, Council 57, American Federation of State, County and Municipal Employees, AFL-CIO as the exclusive and sole negotiation agent for the unit described in Appendix A of this Agreement.
- 1.2 **BOARD NEGOTIATES SOLELY WITH UNION:** Pertaining to employees within this unit, the Board agrees not to meet and negotiate with any organization other than the Union for the duration of this Agreement. Further, the Board agrees not to negotiate individually with any employee during the duration of this Agreement on matters subject to meeting and negotiating.
- 1.3 **UNION RECOGNIZES BOARD AS ELECTED REPRESENTATIVES:** The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf. The Union agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any administrator or Board member.
- 1.4 **UNION ONLY REPRESENTS INTERESTS OF UNIT MEMBERS:** The Union agrees that neither it nor its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of the unit described in Appendix A.
- 1.5 **DETERMINATION OF APPROPRIATE BARGAINING UNIT:** The bargaining unit may be expanded to other classes, or constricted, by mutual agreement of the Board and the Union. Disputed cases shall be submitted to the Public Employment Relations Board for a decision.
- 1.6 **NO INTERFERENCE/DISCRIMINATION:** Neither the Board nor the Union shall interfere with, restrain, intimidate, coerce or discriminate against bargaining unit members because of the exercise of their rights to engage or not to engage in Union activity.

ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES

- 2.1** **AGENCY SHOP:** All present employees in the bargaining unit, or future employees in the bargaining unit, who are not already members of the Union shall, within sixty (60) days of the effective date of this Agreement, or within sixty (60) days of their date of employment, become members of the Union, or in the alternative, shall, as a continuing condition of employment, pay to the Union each month a service fee in an amount set by the Union, but not to exceed the regular monthly Union membership dues uniformly required of employees of the District who are members of the Union. The payments hereunder shall be made by authorized payroll deductions or by direct payment to the Union.
- 2.2** **NON-COMPLIANCE:** The District, upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of Article 2.1, shall immediately notify said employee that his/her services shall be terminated at the end of thirty (30) days from the date of such notification, and shall dismiss said employee accordingly. The District shall follow the procedures for dismissal provided in Board policy and regulations and state law, as applicable.
- 2.3** **COMPLIANCE WITH FEDERAL/STATE LAWS:** If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
- 2.4** **PAYROLL DEDUCTION/LIST OF UNIT MEMBERS:** The Board shall deduct from the pay of each employee from whom it receives an authorization the required amount for the payment of Union dues or service fees. Check-off authorization for Union dues or service fees, which were executed prior to the execution of this Agreement, shall remain in full force and effect. Checked-off dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union no later than thirty (30) days after such deduction was made. The Board will provide a list of those employees who are union members and those who pay a service fee.
- 2.5** **INSUFFICIENT EMPLOYEE FUNDS TO PAY DUES/FEES:** If an employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and the Union shall assume the duty of direct collection from the employee. The Union shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or services fees.
- 2.6** **UNION SHALL HOLD THE DISTRICT HARMLESS:** The Union agrees that, in the event of litigation against the Board of Trustees, its agents, or employees arising out of the implementation of this article, the Union will co-defend and indemnify and hold harmless the Board of Trustees, its agents or employees for any monetary award arising out of such litigation.

ARTICLE 3: DEFINITIONS

- 3.1 **ADJUSTED CLASS HIRE DATE:** The Class Hire Date minus any unpaid leaves of absence of 30 calendar days or more.
- 3.2 **BOARD:** The Board of Trustees of the San Mateo County Community College District.
- 3.3 **CHANCELLOR-SUPERINTENDENT:** The chief executive officer of the San Mateo County Community College District.
- 3.4 **CLASS OR CLASSIFICATION:** A group of positions sufficiently similar in duties, responsibilities and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in the class.
- 3.5 **CLASSIFICATION ANNIVERSARY DATE:** The date upon which an employee is granted salary step advancement. For persons assigned to a classification during the first sixteen (16) days of the month, the anniversary date is the first of that month. If assigned to a classification after the sixteenth of the month, the anniversary date is the first of the next month. Classification dates will not change when employees change to a new classification assigned to the same salary range as the previous classification.
- 3.6 **CLASSIFICATION HIRE DATE:** The first day of service as a regular employee within his/her specific classification.
- 3.7 **CLASSIFIED SERVICE:** The positions which have been classified by the Board as not requiring academic status by the office of the Chancellor of the California Community Colleges or the Education Code. Excluded from the Classified Service are substitutes, short-term employees as defined by the Education Code, student assistants employed part-time, apprentices, and professional experts employed on a temporary basis for specific projects.
- 3.8 **DISTRICT:** The San Mateo County Community College District.
- 3.9 **DISTRICT HIRE DATE:** The employee's initial hire date in the District as an employee, regardless of status.
- 3.10 **EMERGENCY:** A sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.
- 3.11 **EMPLOYMENT ANNIVERSARY DATE:** The date upon which an employee's long service increments are based. For persons employed during the first sixteen (16) days of the month, the anniversary date is the first of the month. If employed after the sixteenth of the month, the anniversary date is the first of the next month.
- 3.12 **FISCAL YEAR:** July 1 through June 30 of the following year.
- 3.13 **IMMEDIATE FAMILY:** Refer to Section 10.5 and 10.6 for definition.
- 3.14 **OUT OF CLASS ASSIGNMENT:** A temporary assignment whereby an employee may be required to work completely out of his/her normal assignment, performing duties of a job in a classification assigned to a higher salary range.
- 3.15 **OVERTIME:** Authorized time worked in excess of the regular workday or regular workweek or on holidays.

- 3.16 **PERMANENT EMPLOYEE:** An employee who has successfully completed his/her probationary period.
- 3.17 **PROBATIONARY EMPLOYEE:** A new employee who has not yet completed six (6) months of service. Time spent on leave of absence without pay will not apply toward completion of the probationary period
- 3.18 **REASSIGNMENT:** A change in location of a normal work assignment in the same classification and at the same site.
- 3.19 **SALARY ALLOCATION:** The assignment of a class to a specific salary schedule range.
- 3.20 **SALARY RANGE:** The collection of salary levels, from the starting salary rate to the normal maximum salary rate, which constitutes the compensation for a particular service.
- 3.21 **SALARY RATE:** A specific amount of money paid for a specific period of service.
- 3.22 **SALARY SCHEDULE:** A series of salary ranges and steps that comprise the rates of pay for all classes.
- 3.23 **SALARY STEP:** One of the salary levels within a salary range.
- 3.24 **SENIORITY:** As it applies to long service increments (LSI), vacations and transfers, seniority is determined by the employee's first day of service as a regular employee within the San Mateo County Community College District. For purposes of layoff, seniority is determined by first day of service as a regular employee within his/her specific classification (called "the Classification Hire Date"). For tie breaking purposes, if the Classification Hire Date is equal, the Adjusted Class Hire date will be used. Adjusted Class Hire Date is the Class Hire Date minus any unpaid leaves of absence of 30 calendar days or more. If the Adjusted Class Hire Date is equal, the employee's hire date in the District will be used, regardless of whether the hire date was as a regular or temporary employee. If the District Hire Date is equal, the tie will be broken by a seniority draw held in the Office of Personnel Services. Impacted employees and appropriate union representatives will be invited to the seniority draw.
- 3.25 **SICK LEAVE:** Leave of absence for illness or injury.
- 3.26 **TRANSFER:** A change in work assignment from one site to another, in the same classification.

ARTICLE 4: ORGANIZATIONAL RIGHTS

- 4.1 Reasonable Union Access:** The Union shall have the right of access at reasonable times to areas in which employees work; the right to use reasonable space on institutional bulletin boards, mail boxes and other means of communication subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by statute.
- 4.1.1** Union officers and stewards are also permitted to have access to District phones and the computer network for the purpose of communicating with Union members.
- 4.2 TWO COPIES OF BOARD AGENDAS/MINUTES:** The Union shall have the right to receive two copies of the agenda and minutes of regular Board meetings sent by mail and directed to the Union office.
- 4.3 LEAVE FACILITIES IN A CLEAN/ORDERLY CONDITION:** The Union agrees to leave the facilities, buildings, and/or equipment used in a clean and orderly condition.
- 4.4 LIST OF UNIT EMPLOYEES/JOB INFORMATION:** The Union shall have the right to be provided with a listing of all bargaining unit employees, their present classification, their initial hire date, and their primary job site, within a reasonable time following request by the Union. Thereafter, the Union will be provided with a current listing of additions and deletions to the bargaining unit within a reasonable time after request.
- 4.5 NOTIFICATION OF CHANGES TO JOB REQUIREMENTS/DESCRIPTIONS:** The District will formally notify the Union and will meet and confer prior to changing job requirements or job descriptions. The Vice Chancellor, Human Resources and Employee Relations will participate in the meet and confer process.
- 4.6 RELEASE TIME TO ATTEND UNION MEETINGS:** Upon advance notice by the Union to District administration, one hour of release time will be provided to “day shift” employees and one hour of late start time will be provided to “swing shift” employees for the express purpose of attending three (3) Chapter meetings per year. Members who would like to attend Chapter meetings scheduled during their regular shift must request release time from their immediate supervisor at least forty-eight (48) hours in advance. Upon advance notice by the Union to the District administration, one hundred and fifty (150) hours of release time per fiscal year will be provided to unit members for the express purpose of attending official union functions.
- 4.7 VACANCIES:** The District will make every effort to fill vacant positions within a reasonable time frame. The District reserves the right to evaluate the on-going need for each vacant position.

ARTICLE 5: HOURS AND OVERTIME

- 5.1 REGULAR WORKDAY:** The regular workday shall consist of seven and one-half (7.5) hours within an eight (8) hour period.
- 5.2 REGULAR WORKWEEK:** The regular workweek of thirty-seven and one-half (37.5) hours shall consist of five (5) consecutive workdays. For all employees who are members of the unit at the time of ratification of this agreement, the five consecutive workdays will be Monday through Friday, unless mutually agreed to by the District, the employee, and the Union.
- 5.3 ALTERNATE WORKWEEK:** Despite the provisions of Sections 5.1 and 5.2, the District may modify the thirty-seven and one-half (37.5) hour workweek to a four (4) consecutive day basis, Monday through Thursday, provided that the District certifies that the modification is likely to provide significant energy savings for the District and its employees. The regular workday in this case will be 9.375 hours, including two rest periods of fifteen (15) minutes each. No employee shall receive less compensation, vacation, holidays, seniority, or any other benefit that he or she would have received while working under the provisions of Sections 5.1 and 5.2; however, overtime payment will be made only if the assignment exceeds the regular workday as defined herein. Management will inform the Union in advance if any trial program is contemplated with regard to the four-day week.
- 5.4 MEAL AND REST PERIODS:** A thirty (30) minute lunch period will be provided as close as possible to the middle of the regular work period. All employees on the day shift are entitled to one (1) rest period of thirty (30) minutes, to be taken, as far as is practical, in the middle of the first half of the work shift. The thirty-minute rest period shall be inclusive of all time away from regularly assigned duties. All employees on other shifts are entitled to two (2) rest periods of fifteen (15) minutes each, to be taken, as far as is practical, in the middle of each half of the work shift.
- 5.5 OVERTIME:** Overtime provisions for members of the unit shall be as outlined below:
- 5.5.1 Overtime Must be Authorized:** All overtime must be authorized in advance by a designated supervisor and such assignments beyond the regular workday or workweek shall be made only by mutual consent of the employee and the supervisor.
- 5.5.2 Overtime Required in Emergency:** An employee may be required to continue work beyond the end of a normal workday if the supervisor determines that an emergency condition exists which requires immediate attention in order to continue the normal operation of the College and/or District. The term emergency, as used in this agreement, means a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action. This provision does not apply to work resulting solely from the scheduling of facilities (e.g., last minute scheduling without prior notification).
- 5.5.3 Scheduled Overtime Assignment to be Posted in Advance.** All available scheduled overtime shall be posted three (3) calendar days in advance at each college. The amount of scheduled overtime anticipated will be listed on the notice. The minimum amount of overtime to be scheduled is two (2) hours. However, in the event the employee works scheduled overtime more than two (2) hours, the amount of overtime to be paid is the time worked payable in half hourly increment
- 5.5.4 Compensatory Time Off:** Employees may elect to earn compensatory time off instead of pay for overtime work provided the supervisor agrees. When the employee wishes to take compensatory time off and the supervisor agrees that this may be accommodated in the work schedule, compensatory time off may be arranged. Compensatory time off may be accumulated for up to one (1) year and thereafter will be paid in cash at the current rate of pay of the employee. If compensatory time is used, rather than cash payment, each overtime hour is equivalent to 1.5 hours of compensatory time. Bargaining unit members who have the use of compensatory time off denied by their immediate supervisor may appeal that denial to the

supervisor's manager. If the matter is still not resolved, either party may bring the issue to the next SMCCCD/AFSCME Labor Management Council meeting.

5.5.5 Unscheduled Overtime: A minimum of four (4) hours at time and one-half (1 1/2) of the straight time rate of pay shall be paid to an employee who returns to the campus or office for overtime work after the employee's regular shift has ended. Any employee who works more than four (4) hours upon return, shall be paid for the time worked at the appropriate overtime rate.

5.5.6 Assignment During Large Events: Whenever a special event or activity occurring on District property, in facilities with a capacity of more than 150, and the attendance is anticipated to be 100 or more, management will assign a custodian, engineer or groundskeeper, as required, to provide adequate support. The assignment should include a reasonable amount of time to clean the facility immediately following the event. This is especially important if food is served at the event. If the event is lecture only with no food, then the assigned time can be reduced.

5.5.6.1 Whenever a special event is held and no AFSCME staff is assigned or available and either students or volunteers are assigned to clean the facility, on the following working day the steward and the campus supervisor will tour the facility to check cleanliness. If the facility is not clean, a minimum of four (4) hours at the overtime rate will be assigned to AFSCME staff to restore order to the facility.

5.5.7 Equal Distribution of Overtime: Overtime shall be distributed and rotated as equally as is practical among employees in the same classification at each college.

5.5.8 Posting of Overtime Offer Sheet: An "Overtime Offer Sheet" will be posted at each Facilities/Services Office within the District. Information on the "Overtime Offer Sheet" will include:

- Date of offer of overtime
- Date of acceptance/refusal, with employee signature
- Date worked
- Hours worked

5.5.8.1 An acceptance and then subsequent refusal of a scheduled overtime opportunity, without good reason, and less than 48 hours before the work is to begin, more than one time in a fiscal year, will result in the removal of that employee's name from the overtime seniority offer sheet for six months.

5.5.9 Double Time: For employees who work continuously for a period of four hours beyond a normal shift of eight hours, the District shall provide compensation at "double time" beginning with the fifth hour. If an employee is working a flexible schedule shift of greater than eight hours, double time will commence at the start of the fifth hour of continuance work beyond that shift. Double time shall be twice the regular hourly rate of compensation.

5.6 ALTERNATE SHIFT: A new shift, mid-day to mid-evening, shall be established as the need arises. This shift will be available to all categories of employees. Any employee assigned to such shift will either not work alone or will be provided adequate means of communicating with others on campus (e.g., two-way radio); new shift assignments will apply only to employees hired after May 22, 1995 and to volunteers from among existing employees. A shift differential of 5% shall apply to all work beyond 4:30 p.m.

ARTICLE 6: VACATION

6.1 VACATION SCHEDULE: Effective July 1, 2004, the vacation schedule for full-time, 12-month employees is as follows:

Year	Vacation Hours Earned Per Month Worked	Total Number of Vacation Days Earned During Year
1	6.250	10
2	6.875	11
3	7.500	12
4	8.125	13
5	9.375	15
6	9.375	15
7	10.000	16
8	10.000	16
9	10.625	17
10	11.250	18
11-19	12.500	20
20+	13.125	21

6.2 VACATION CREDIT FOR PART-TIME EMPLOYEES: Employees who are employed for less than full time will earn a prorated vacation credit.

6.3 NO ADVANCEMENT OF VACATION CREDIT: Vacation credits may not be used before earned.

6.4 VACATION ACCRUAL MAXIMUM: Vacation time shall accrue on a monthly basis. Vacation credit shall only accumulate for that number of days which equals a two-year accrual for an individual employee. When the number of days accrued reaches the maximum amount allowable, vacation days will cease to accumulate until the total balance drops below the two-year maximum. The two-year accrual maximum is based on the employee’s current accrual rate. Vacations shall be scheduled as requested by employees as far as possible within the District’s work requirements. If there is a conflict, the needs of the District will govern the scheduling of vacations. If a decision must be made between two or more employees as to vacation scheduling, the employee with the greatest District seniority will be given preference.

6.5 VACATION CREDIT AT SEPARATION: Upon separation from employment, vacation time accrued and not used will be paid at the regular salary rate of the employee. All new employees who have not completed six (6) months of service and who terminate will receive no vacation credit.

6.6 COMPENSATION WHILE ON VACATION: Compensation while on vacation will be at the regular rate that the employee receives, including shift differential pay and long service increment, if any.

6.7 INTERRUPTION/TERMINATION OF VACATION: An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave for reasons of bereavement or in cases of serious illness or injury requiring treatment by a physician. In cases of such interruption or termination, the provisions regarding bereavement leave and illness leave shall apply.

6.8 CHANGE OF VACATION DATES DUE TO ILLNESS/INJURY: If a bargaining unit employee’s vacation becomes due during a period when on leave due to illness or injury, the employee may request the vacation date be changed. If the needs of the District do not permit honoring the employee’s request and no other vacation dates are available within the timeline set in Section 6.4, the employee may carry over the vacation to the following year.

- 6.9** **VACATION NOT PERMITTED TO BE TAKEN:** If the employee is not permitted by the District to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year.
- 6.10** **VACATION ACCOUNTING:** The District will provide each individual in the bargaining unit an accounting of his/her vacation balance twice annually.

ARTICLE 7: HOLIDAYS

7.1 **LIST OF HOLIDAYS:** The Board will grant the following sixteen (16) paid holidays annually, as well as any additional holidays mandated by Education Code Section 88203:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day following Thanksgiving
- Last workday before Christmas
- Christmas Day
- All workdays between Christmas Day and New Year's Day

7.2 **HOLIDAYS FALLING ON WEEKENDS:** When a holiday falls on Sunday, the succeeding workday shall be observed as the holiday. When a holiday falls on Saturday, the preceding workday shall be deemed the holiday. For those employees whose regular workweek is other than Monday through Friday, holidays falling on their regular days off will be treated in such a way that they are not penalized by loss of paid holidays.

ARTICLE 8: PAY AND ALLOWANCES

- 8.1 REGULAR RATE OF PAY:** The regular rate of pay of each member of the unit is based upon the range placement of the classification to which the employee is assigned. The full-time monthly salaries for unit members are specified in Appendix B. A new employee who is placed on the unit salary schedule will normally be employed at Step 1. The Chancellor-Superintendent may recommend initial placement above the first step in exceptional circumstances that affect the interest of the District. Subject to the satisfactory performance of the employee, step advancement from one step to the next will occur on the classification anniversary date of that employee. The District reserves the right to retain at the present salary any member of the unit who fails to make satisfactory improvement after being notified in writing of areas needing improvement.
- 8.2 DIFFERENTIALS:** Salary differentials shall be provided employees as follows:
- 8.2.1 Shift Differential:** Members of the unit whose regular schedule includes working after 4:30 p.m. will be paid a differential for any time worked after 4:30 p.m. The differential paid will be that specified as the shift differential. One shift differential will be paid for shifts that begin between 2:00 p.m. and 10:29 p.m. A double shift differential will be paid for shifts that begin between 10:30 p.m. and 5:00 a.m. The shift differential is five percent (5%) of the regular salary.
- 8.2.2 CSM Pool Differential:** An employee assigned to the classification of Custodian and regularly assigned to the position that maintains the swimming pool complex at CSM shall receive a differential of 7.75%.
- 8.2.3 Tree Trimming Differential:** The Groundskeeper and Lead Groundskeeper classifications will receive a 5% differential for performing management assigned tree-trimming activities. A minimum of one hour will be paid for each of these occasions.
- 8.2.4 Class A Driver's License/Backhoe Differential:** A member of the unit who is not classified as a Lead Groundskeeper, and who is assigned to drive a vehicle which requires possession of a Class A license, or is assigned to operate the backhoe will be paid a 10% hourly wage differential. A minimum of one hour will be paid for each of these occasions.
- 8.3 OUT OF CLASS PAY:** When out of classification assignments to a higher level position continues for two (2) or more working days within a fifteen (15) calendar day period, the employee's salary shall be adjusted upward for the entire period he or she is required to work out of classification in such amount as will reasonably reflect the duties he/she is required to perform outside his/her normal assigned duties. If an employee assumes the duties of the higher-level position, the employee will be assigned detail pay for those duties that are inconsistent with his/her normal assignment.
- 8.3.1** Step placement on a higher salary range will be at the lowest step that results in an increase of at least five percent (5%). If no step will result in a five percent (5%) increase, the employee will be placed on the highest step of the new range.
- 8.4 LONGEVITY SERVICE INCREMENTS:** Effective January 1, 2005, members of the unit beginning eight (8), twelve (12), sixteen (16), twenty (20), twenty-four (24) and twenty-eight (28) continuous years with the District will be granted monthly long-service increments based on the schedule below. An employee will be eligible for the increment on the appropriate employment anniversary date. Percentage Longevity Service Increments will be calculated based on the employee's base regular salary, excluding differentials, overtime, or any other stipends.

<u>Beginning Year</u>	<u>Monthly Percentage Increment</u>
Eight (8)	1.75%
Twelve (12)	2.75%
Sixteen (16)	5.25%
Twenty (20)	7.00%
Twenty-four (24)	9.75%
Twenty-eight (28)	11.00%

- 8.5 PROMOTIONAL STEP PLACEMENT:** A member of the unit who is permanently assigned to a classification at a higher range will be placed on the lowest step that will result in an increase of at least five percent (5%). If no step will result in an increase of five percent (5%), the employee will be placed on the highest step of the new range.
- 8.6 OVERTIME PAY:** Compensation for overtime work will be at the rate of 1.5 times the regular rate. If a member of the unit works on a holiday as specified in Article 7.1, the compensation will be 1.5 times the regular rate in addition to the regular pay for the holiday. If compensatory time is used rather than cash payment, each overtime hour is equivalent to 1.5 hours of compensatory time.
- 8.7 PAYROLL ERRORS:** Proper salary class and step placement is a joint responsibility of the employee and the Board. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the Board.
- 8.7.1 Insufficient Payment:** Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.
- 8.7.2 Overpayment:** If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months. Employees who leave the District or go on unpaid leaves prior to complete repayment shall have the remainder of the overpayment deducted from their final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.
- 8.8 BAY 10 COMMUNITY COLLEGE SALARY SURVEY:** The District agrees to conduct a labor market survey of the Bay 10 community college districts and share the results with AFSCME in the Spring prior to the expiration of this Agreement.
- 8.9 MANDATORY MEDICAL EXAMINATION:** The District will pay the mandatory medical examination and the licensing fee for any current members of the unit who are required by the District to hold a Class A license.

8.10 Uniform Allowance

The District will provide the following types of uniform work clothes to all permanent employees, at no cost to the employee:

1. Five work shirts and five T-shirts, which can be either button-down collared shirts or any combination thereof:
 - a. Long sleeve button-down collared work shirt
 - b. Short sleeve button-down collared work shirt
 - c. Long sleeve T-shirt
 - d. Short sleeve T-shirt
2. One work jacket
3. One work vest (optional at the employee's request)
4. One hat (optional at the employee's request)
5. One pair of coveralls (optional at the employee's request)
6. One pair of work boots that meets current established safety standards for the type of work being performed. The maximum allowance per year is \$200.00. Exceptions for employees in heavy use areas or with individual needs will be made with the approval of the Director of Facilities Maintenance and Operations.
7. Rain gear – jacket, pants and rubber boots.

All work shirts, vests, coveralls and jackets will have the employee's name and the SMCCCD Facilities logo. Individual items will be replaced as needed. On a quarterly basis (July, October, January and April) the College Facilities Operations Office will initiate replacement uniform orders, at which time Employees should submit their request for replacement uniforms. A copy of the form submitted will be given to the employee for his or her records. Other clothing items not on this list may be requested by an employee and are subject to the approval of the Director of Facilities Maintenance and Operations. A denial may be appealed to the Vice Chancellor – Human Resources & Employee Relations

The District will provide laundry service for work jackets, vests and overalls. Each employee will be responsible for the laundering of shirts, T-shirts, and other items.

Under this agreement, it is the responsibility of the employee to report for work in appropriate uniforms and to request replacement clothing as needed. It is the responsibility of management to provide uniforms, to replace worn clothing in a reasonable amount of time, and to provide laundry service for hard-to-clean items (overalls and jackets).

Employees who refuse to wear the organizational work clothes or report to work inappropriately dressed, may be subject to disciplinary action. In the case of an employee emergency call-back to work, employees should wear an appropriate uniform if possible. Of primary importance is the employee's swift return to the site of the emergency.

ARTICLE 9: HEALTH AND WELFARE BENEFITS

- 9.1 PERS MEDICAL AND HOSPITAL PLAN:** The Board will provide the PERS Medical and Hospital Plan for employees and retirees in accordance with rules and regulations established by PERS.
- 9.1.1** Should a carrier withdraw from the PERS Umbrella plan, members of the unit will select from one of the remaining PERS options.
- 9.1.2** District and Union agree to meet as part of a District wide Benefits Task Force to consider options for Medical and Dental plan carriers and plan designs.
- 9.2 MEDICAL PREMIUM CAP AMOUNT:** Effective January 1, 2009, the Board will increase the amount of employer paid premium support for PERS medical coverage for single coverage to \$604 per month, two party coverage to \$976.60 per month and family coverage to \$1,281.58 per month. ~~Effective January 1, 2009, the Board will increase the amount of employer paid premium support for PERS medical coverage for employee and dependents per the agreement reached by the District and the Union when information regarding premium costs is available.~~ The District will continue to offer Section 125 of the Internal Revenue Code for over-cap medical premiums paid by individual employees.
- 9.3 BOARD WILL PAY PREMIUM INCREASES FOR OTHER BENEFITS:** The Board will pay the increased costs of dental insurance, life insurance, salary continuation insurance, and Medicare Part B, through the duration of the agreement.
- 9.4 DENTAL INSURANCE:** The Board will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private Medical-Care Inc. (PMI). The plans are described in detail in the benefits handbook available in the Office of Human Resources. The maximum coverage in any one calendar year shall be \$2000.
- 9.5 LIFE INSURANCE:** The Board will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. Effective March 1, 2001, the term life insurance coverage shall equal one time the employee's annual base salary.
- 9.6 SALARY CONTINUATION INSURANCE:** The Board will provide each eligible employee with salary continuance insurance to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. Effective March 1, 2001, the maximum monthly benefit for unit members shall be \$5,000 per month.
- 9.7 VISION INSURANCE:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C. This plan will be effective on March 1, 2001.
- 9.8 MEDICARE PART B COVERAGE:** The Board will pay the premiums for Medicare Part B coverage for an eligible retiree and/or spouse over 65 years of age. To be eligible for this benefit, the retiree and/or spouse must be covered and receiving benefits under the Board's Retirement Medical Program as outlined in this Agreement.
- 9.8 ELIGIBILITY RULES:** To be eligible for the benefits described in this Article, a member of the unit must be employed at fifty percent (50%) or more of full time for either a 9-, 10-, or 12-month assignment, and be either a permanent or probationary employee of the Board.
- 9.10 ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents are those specified in the contracts between the Board and the insurance carriers.
- 9.10.1** The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law or PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.

9.10.2 The District agrees to include domestic partner benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:

1. The two individuals are each other's sole domestic partner and intend to remain so indefinitely.
2. Neither individual is married to, or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
3. Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.
4. Neither individual is related by blood to a degree of closeness that would prohibit legal marriage in the state in which the individuals reside.
5. The individuals co-habit and reside together in the same residence and intend to do so indefinitely. The individuals have resided in the same household for at least six (6) months.
6. The individuals are not in the relationship solely for the purpose of obtaining benefits coverage.
7. The individuals have engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and living expenses. The individuals interdependence is demonstrated by at least two (2) of the following:
 - Proof of domestic partnership from the California Secretary of State (required for domestic partnership medical coverage under the Public Employees' Retirement System).
 - Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
 - Common ownership of a motor vehicle.
 - Driver's license listing a common address.
 - Proof of joint bank accounts or credit accounts.
 - Proof of designation as the primary beneficiary for life insurance or retirement benefits, or primary beneficiary designation under a partner's will.
 - Assignment of a durable property power of attorney or health care power of attorney.

9.10.3 Dependent children of domestic partners are eligible for coverage if they have been legally adopted by the District employee and are unmarried, primarily dependent on the employee for support, and meet the age, school, and all eligibility requirements of the various medical, dental and vision plans.

9.11 **SURVIVOR BENEFITS FOR SPOUSE/DOMESTIC PARTNER:** If a member of the unit meets the eligibility requirement for retiree medical benefits specified in Section 9.14 and dies before retirement, medical and dental benefits will be provided by the Board for the un-remarried surviving spouse/domestic partner as provided for the un-remarried surviving spouse/domestic partner of an eligible retiree as provided for in Section 9.14.2.

9.12 **BENEFIT CONTINUANCE FOR ILLNESS/INJURY:** The Board will continue to provide benefits described in this article for a five (5) month period after all paid leaves due to illness/injury have been exhausted.

9.13 **IRC 125 PLAN:** The Board will continue to provide those sections of Internal Revenue Code Section 125 which provide for before tax employee contributions to non-Board covered health and dependent care costs.

9.14 **RETIREE BENEFITS:** The Board will provide medical and dental benefits as described in the benefits handbook available in the Office of Human Resources for an eligible retired member of the unit, and spouse/domestic partner, continuing during the life of the retired member of the unit or, following the

death of an eligible retired member, continuing during the life of the un-remarried surviving spouse/domestic partner.

9.14.1 Eligibility For Retiree Benefits: To be eligible for retiree medical and dental benefits, the retiree must have ten (10) full years of service with the Board, and the age at retirement of the retiree (in full years) when added to the number of completed years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for Board-paid medical insurance if this benefit was available to employees.

9.14.1.1 Employees Hired On or After 7/1/92: For unit members whose first day of paid service commences on or after July 1, 1992, to be eligible for Board-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District; must be at least 55 years of age; must be currently employed by the Board at the time of retirement; and the age at retirement of the retiree (in full years) when added to the number of full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees. (1991-92 settlement)

9.14.1.2 Employees Hired On or After 2/1/88: For those employed on or after February 1, 1988, the maximum amount paid by the Board for retiree medical benefits shall be the amount the Board would have been required to pay had the retiree selected the medical plan with the lowest premium amount. For those retirees who relocate upon retirement to other areas of California, or to another state in the United States, the retiree will be required to inform the Board of the plans available in the new geographic location and to provide proof of coverage. When the retiree does the foregoing, the Board will pay an amount equal to the lowest premium of the plans available, but in no event exceeding the cap in effect at the time.

9.14.1.3 Employees Hired On or After 7/1/92: For unit members whose first day of paid service commences on or after July 1, 1992, the maximum amount paid by the Board for retiree health benefits (medical and dental) shall be \$415.00 per month until the employee becomes eligible for Medicare Part B. At that time, the Board will then pay the cost of the lowest medical plan available within the agreement between the parties. (1991-92 settlement)

9.14.1.4 Employees Hired On or After 7/1/95: For unit members whose first day of paid service commences on or after July 1, 1995, the maximum amount paid by the Board for retiree benefits (medical and dental) shall be \$450 per month until the employee become eligible for Medicare Part B. At that time, the Board will then pay, for the employee only, the amount equal to the lowest cost medical plan available within the agreement between the parties. (1994-95 settlement). This amendment does not apply to any employees hired into positions being advertised on or before June 14, 1995, even if their actual date of hire is later than July 1, 1995 (unless positions are not filled and are re-opened/re-advertised at a later time).

9.14.2 Qualified Employee Who Dies While Still Employed: If an employee qualifies for retiree medical benefits as provided in Section 9.14 and dies while still an employee of the District, the un-remarried surviving spouse/domestic partner will receive the same benefits.

9.14.3 Certain Payments in Advance: A retired employee who has completed ten (10) years of service may be continued in the Board medical and dental benefits program upon payment of the premium three (3) months in advance. The Board will bill the retiree for the appropriate amount based on the benefits selected by the retiree.

ARTICLE 10: LEAVES

- 10.1 ILLNESS AND INJURY LEAVE:** Leave of absence for illness or injury (also known as sick leave) will be provided by the Board.
- 10.1.1 Number of Days Per Year:** An employee who is employed five (5) days a week shall be granted twelve (12) days of paid leave for illness or injury for a full twelve (12) months of service.
- An employee who is employed five (5) days a week for less than twelve (12) full months of service will receive the proportion of the twelve (12) days leave that the number of months employed bears to twelve.
- An employee who is employed less than five (5) days per week or less than thirty-seven and one-half (37.5) hours per week, shall receive prorated sick leave hours.
- 10.1.2 Rate of Pay:** Pay for any day of absence covered by this leave shall be the same as the pay which would have been received had the employee worked during his/her regular assigned hours on the day of leave.
- 10.1.3 Credited At Beginning of Fiscal Year:** The full amount of the sick leave granted under this section shall be credited to each employee at the beginning of the fiscal year. Sick leave need not be accrued prior to taking such leave; however, a probationary employee shall not be eligible to use more than six (6) days of sick leave before completion of the probationary period.
- 10.1.4 Unlimited Accumulation:** Unused leave granted under this section may be accumulated from year to year.
- 10.1.5 Service Credit Upon Retirement:** Upon retirement, employee will be credited with additional service time for unused sick leave, according to procedures prescribed by Government Code Section 20862.6 or its successor.
- 10.1.6 Transfer of Sick Leave From Other Agencies:** Unused sick leave accrued in California public elementary schools, secondary schools, community colleges, or County Offices of Education, may be transferred in accord with Education Code Section 88202. Official verification of unused sick leave should be forwarded to the Office of Personnel Services, where it will be credited to the employee's sick leave balance.
- 10.1.7 Medical Verification:** Medical verification may be required by management to make proper determination of eligibility for benefits under this policy.
- 10.1.8 Use of Sick Leave For Medical/Dental Appointments:** Sick leave may be drawn upon for medical or dental appointments when they cannot be scheduled on off-duty hours.
- 10.2 EXTENDED SICK LEAVE:** If absence because of illness or injury extends beyond accumulated full sick leave for this purpose, the employee will be paid at fifty percent (50%) of his/her regular rate for a period not to exceed one hundred (100) days, provided the employee has completed the probationary period. The fifty percent (50%) benefit begins upon the expiration of full sick leave. In no event shall this benefit extend beyond one hundred (100) days from the onset of the illness.
- 10.3 REQUEST FOR LEAVE WITHOUT PAY:** When all paid leave has been exhausted, an employee may request a six (6) month leave of absence without pay to protect his/her job. The leave may be renewed twice, for a maximum total of eighteen (18) months.
- 10.4 INDUSTRIAL ACCIDENT/ILLNESS LEAVE:** Industrial accident or illness leave will be provided as specified in the Education Code. The accident or illness must have arisen out of and in the course of employment, and must be accepted by the Board as a bona fide injury or illness.

10.4.1 Up to 60 Days Paid Leave: Allowable leave for each industrial accident or illness will be for the number of days of temporary disability, but not to exceed sixty (60) days during which the college is in session or when the employee would otherwise have been performing work for the Board in any one fiscal year.

10.4.2 No Accumulation: Allowable leave under this section will not be accumulated from year to year.

10.4.3 Commencement of Leave: The leave under this section will commence on the first day of the absence.

10.4.4 Leave Reduced by One Day For Each Day of Absence: Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of any temporary disability indemnity award.

10.4.5 Employee Will Receive Normal Salary Rate: Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Workers' Compensation will endorse in favor of the District the wage loss benefit checks received during the sixty (60) working day period. The Board, in turn, will pay the absent employee his/her full normal wage for each day of absence during the sixty (60) working day period.

10.4.6 Leaves Overlapping Fiscal Years: If an accident or illness occurs at a time when the sixty (60) days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

10.4.7 Exhaustion of 60 Days Entitlement: If an employee exhausts the sixty (60) working days of entitlement and is still unable to return to duty, he/she will then commence to use his/her sick leave, compensatory time, other leave, and vacation credits, in that order. The daily wage loss benefit checks made under Workers' Compensation will continue to be endorsed to the Board. The Board will pay the employee the difference between the daily wage loss benefit checks and the normal daily rate of pay, so that the employee will receive his/her normal daily rate of pay. Accumulated or available sick leave, compensatory time, or other leave, however, will be reduced only by that amount required to provide a full day's wage when added to the Workers' Compensation award for each day of absence.

10.5 FAMILY ILLNESS LEAVE: concurrent with any eligibility for Family Medical Leave under the law, an employee may be granted six (6) days paid leave per year in the event of the serious illness of a member of his/her immediate family. An employee may use up to six (6) days of accrued sick leave to attend to a spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, mother or father-in-law, sister, brother, domestic partner, domestic partner's child, domestic partner's parent, any person who stood in the place of a parent, or relative living in the immediate household of the employee. Such leave will be deducted from the employee's regular sick leave account.

10.6 BEREAVEMENT LEAVE: Paid bereavement leave of up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed following the death of the spouse or domestic partner, child, child of domestic partner, parent (includes parent of spouse or domestic partner), grandparent, grandchild, aunt and uncle, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any person who stood in place of a parent or relative living in the immediate household

10.7 PERSONAL NECESSITY: In case of personal necessity, a member of the unit may draw on accumulated sick leave not to exceed seven (7) days in any fiscal year for any one or any combination of the following purposes:

10.7.1 Additional days beyond the three (3) or five (5) granted in Section 10.6.

10.7.2 Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.

10.7.3 Appearance in any court or before an administrative tribunal as a litigant, party or witness under subpoena.

10.7.4 Religious holidays other than legal holidays on the Board-adopted calendar.

10.7.5 Such other reasons as approved by the Board.

10.8 **PERSONAL BENEFIT LEAVE:** Approval of absence for the employee's own personal benefit must be obtained in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence. For an employee to be eligible for medical benefits as described in Article 9, the employee must be in paid status for fifty percent (50%) or more of the month or be on approved FMLA Leave.

10.9 **MILITARY LEAVE:** Military leave of absence will be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified by presentation of a copy of the military orders requiring military duty.

10.10 **JURY/WITNESS LEAVE:** A member of the unit who is ordered to appear in court for jury duty or as a witness under subpoena on any day upon which he/she is required to render service to the Board shall receive full salary. The employee shall submit to the Board any jury service or witness fees received. Any specific amount for meals, mileage, and/or parking provided by the court shall not be considered as part of the amount received for jury duty or witness fees.

10.11 **MATERNITY/CHILD BONDING LEAVE:** The Board of Trustees shall grant maternity and or child bonding leave to any permanent classified employee.

10.11.1 **MATERNITY LEAVE:** Employees may take a maximum of twelve (12) calendar months of maternity leave for each child birth. The twelve-month period of time begins on the first date that the treating physician authorizes absence from work, and ends twelve calendar months later. Accumulated sick leave may be used for any period of time which the employee must be absent from work as prescribed by the physician.

10.11.2 **CHILD BONDING LEAVE:** The District shall grant child bonding leave without pay to any permanent classified employee upon request. Such leave shall be for a maximum period of what is allowable under FMLA/CFRA law. Prior to such leave, the unit member shall be required to provide four (4) weeks' notice prior to the anticipated date upon which the leave is to commence. Any employee may elect to utilize accrued vacation or other accrued paid leave other than paid sick leave during child bonding leave.

10.12 **LEAVE FOR CONFERENCE:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other temporary change of assignment in the performance of duties on the approval of the Chancellor-Superintendent or his/her designee.

10.13 **NO BREAK IN SERVICE:** Absence under paid leave shall not be considered a break in service, and all benefits accruing under the provisions of this Agreement shall continue to accrue during such absence. An unpaid leave shall not be considered a break in service (for seniority purposes) but the individual shall not accrue other benefits provided under the provisions of this contract during the period of the leave.

10.14 **DISTRICT CATASTROPHIC LEAVE:** The District Catastrophic Leave program will be extended to all unit members otherwise eligible for health benefits. Details of the plan are available in the Human Resources Office of the District.

10.15 FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHT ACT (CFRA)
BENEFITS: Family care leave in accordance with provisions of the Family Medical Leave Act, the California Family rights Act, and the district Policy on Leaves of Absence will be applied concurrently with employee sick leave, extended sick leave, Industrial Accident/Injury Leave and/or other applicable paid District leaves. District policy provides for application of the FMLA and CFRA to domestic partners and children of domestic partners. Additional leave may be granted to supplement FMLA/CFRA leaves as provided in other articles in this Collective Bargaining Agreement.

ARTICLE 11: TRANSFERS/PROMOTIONS/REASSIGNMENTS

- 11.1 AUTHORIZATION OF TRANSFERS:** The Chancellor-Superintendent or his/her designee shall assign all workers and authorize transfers.
- 11.2 CONSIDERATION OF TRANSFER REQUESTS:** All transfers shall be considered on the basis of the needs of the District and the seniority of workers. All other conditions being equal, seniority shall be determinative.
- 11.3 POSTING OF VACANT POSITIONS:** When a new position is created or an existing position becomes vacant and replacement is approved, the District shall give first consideration to current workers. The Office of Human Resources shall notify all employees in the bargaining unit of the vacancy.
- 11.3.1** The District will post all open classified service positions for five (5) working days for regular employees.
- 11.3.2** Upon notification, the employee has a right to submit a letter of application, resume or other specified materials. Such requests shall be given consideration before the announcement of the position is advertised to the public.
- 11.3.3** This time frame will not be altered if, for any reason, an employee is not on duty to reply within the five (5) working days.
- 11.3.4** The District is under no obligation to accept any current employees who apply for positions through the process described in this section.
- 11.35** Should an administrator elect not to select from among the promotion candidates, the position shall be filled through the standard recruitment and selection process or through the administrative transfer process. At the request of the employee, the specific reason(s) shall be set forth in writing and given to the employee.
- 11.36** Employees who receive a promotion to a higher paid classification shall be placed on a six-month probationary period (130 regular working days). At the successful completion of the probationary period, the employee shall attain permanent status in the classification, subject to normal disciplinary and layoff procedures. If the employee does not successfully complete the probationary period, the employee shall have the right to return to his/her former classification. The determination of whether or not an employee attains permanent status is at the sole and exclusive discretion of the District.
- 11.4 VOLUNTARY TRANSFERS CONSIDERED BEFORE INVOLUNTARY:** For permanent vacancies, worker-initiated transfers shall be granted or denied prior to initiating involuntary transfers.
- 11.4.1 Union Representative District Transfer Selection Committee:** There shall be at least one unit member on District selection committees assigned according to current classified selection policy and procedures.
- 11.4.2 Employees May Make A Request For Transfer:** Employees may submit a transfer request on a District approved form at any time during the fiscal year to be considered for any other positions in their same classification. The request shall be on file in the Office of Personnel Services for the duration of the fiscal year in which the transfer request is filed. The employee is entitled to a conference with a Human Resources Administrator regarding the request.
- 11.4.3 Request For Reasons Why Voluntary Transfer Denied:** In the event the request for voluntary transfer is denied, the employee may request and the District shall provide in writing the reason or reasons for the denial.

11.4.4 Appeal of Voluntary Transfer Denial: If a unit member is denied a transfer request because of District needs, the member may appeal this decision to the Executive Vice Chancellor. If the member is not satisfied with the response of the Executive Vice Chancellor, the member may appeal the decision to the Vice Chancellor, Human Resources and Employee Relations. The member retains his/her right to appear before the Board of Trustees, per District Rules and Regulations.

11.5 INVOLUNTARY TRANSFERS AND REASSIGNMENTS: The Chancellor-Superintendent or his/her designee may involuntarily transfer employees when, in the Chancellor-Superintendent's or his/her designee's judgment, such transfers are necessary for the efficient operation of the District.

11.5.1 Temporary Reassignments Due to Work Demands: When changing work requirements demand that custodial and grounds workers be reassigned from one work location to another on a temporary basis, the workers will be given at least twenty-four (24) hours notice of such reassignment. Further, the District will continue to utilize the present practice of reassigning the unit member who lives closest to the site where the work is needed.

11.5.2 Employees Entitled to Timely Notice of Involuntary Transfers: Employees are entitled to be advised of proposed involuntary transfers as soon as this information is known with a reasonable degree of certainty by the District. When options are available, they shall be made known to the employee.

11.5.3 Conference May Be Requested By Employee: If requested by the employee, a conference shall be held between the employee and the Vice Chancellor, Human Resources and Employee Relations, or a designee, prior to the actual involuntary transfer.

11.5.4 Upon Request, Reasons For Transfer Shall Be Given: Upon request, the employee shall be given the reason or reasons in writing for the transfer initiated by the District.

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.1** **DEFINITIONS:** The following definitions shall apply to the grievance article:
- 12.1.1** A “grievance” is defined as an alleged violation of a specific article or section of this Agreement that personally and adversely affects the grievant.
 - 12.1.2** A working day is any day in which the central administrative offices of the San Mateo County Community College District are open for business.
 - 12.1.3** A “grievant” is a person asserting a grievance.
 - 12.1.4** A “party in interest” is a person or persons making a claim of grievance, as well as any person who might be required to take action or against whom action might be taken in order to resolve a grievance.
- 12.2** **PURPOSE:** The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible administrative level, solutions to problems that may from time to time arise under this Agreement.
- 12.3** **LEVEL I:** A grievance will first be discussed orally with the grievant’s immediate supervisor with the objective of resolving the matter informally. In the event that the grievant is not satisfied with the attempted or suggested resolution by informal means, the grievant may submit the grievance in writing to the immediate supervisor, upon forms supplied by the District.
- 12.3.1** If the grievant has not filed a grievance in writing within ten (10) working days after speaking informally to his/her immediate supervisor, the grievance will be deemed to have been waived.
 - 12.3.2** If a formal grievance has been filed, the grievant may: (a) discuss the grievance personally, or (b) request that a representative accompany him/her. In all cases, a Level I meeting will be scheduled within seven (7) working days of the filing date.
 - 12.3.3** The immediate supervisor shall, within ten (10) working days following the meeting to discuss the grievance, render his/her decision and the reasons therefore, in writing, to the grievant. A copy of the decision at this level shall be sent to the Vice Chancellor, Human Resources and Employee Relations, and the Union.
- 12.4** **LEVEL II:** If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may file for a Level II hearing within ten (10) days of the receipt of the Level I decision, or within fifteen (15) days of the close of the hearing at Level I if no Level I decision has been rendered, whichever is sooner. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II hearing. A grievant filing for a Level II hearing will forward the written grievance to the offices of the Vice Chancellor, Human Resources and Employee Relations. The written statement at Level II shall include:
- 12.4.1** A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
 - 12.4.2** A listing of the specific article or section of this Agreement alleged to have been violated;
 - 12.4.3** A list of the reasons why the immediate supervisor’s proposed resolution of the grievance in unacceptable;
 - 12.4.4** A listing of specific actions requested of the District which will remedy the grievance; and
 - 12.4.5** A request for a conference with the Vice Chancellor, Human Resources and Employee Relations, or his/her designee, if desired.

12.4.6 The Vice Chancellor, Human Resources and Employee Relations, or his/her designee, may request a conference with the grievant. If the grievant or the Vice Chancellor, Human Resources and Employee Relations or designee, requests a conference at Level II, the request shall be granted. The grievant, any party in interest, and the Vice Chancellor, Human Resources and Employee Relations, or his/her designee, may request the presence of a representative or representatives at any conference.

12.4.7 The Vice Chancellor, Human Resources and Employee Relations, or his/her designee, shall render a written decision to the grievant within ten (10) working days after the conference at Level II if one has been requested, or within ten (10) working days after receipt of the grievance if no conference is held, Information copies of the decision shall be sent by the Vice Chancellor, Human Resources and Employee Relations, or his/her designee, to the grievant's immediate supervisor, to the Union and to any representative designated by the grievant.

12.5 **LEVEL III:** If the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may, through the Union, request that the grievance be arbitrated. Such written request shall be filed in the offices of the Vice Chancellor, Human Resources and Employee Relations within ten (10) working days after receipt of the written decision at Level II. The Union shall retain the right to determine which grievances may proceed to arbitration.

12.5.1 A Certified Shorthand Reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the Union or the District. In any case in which a shorthand reporter is involved, the parties shall share equally the cost of such reporter including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a shorthand reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts. All other expenses shall be borne by the party causing them to be incurred.

12.5.2 When arbitration has been requested, the parties shall contact the California State Conciliation Service for a list of arbitrators. The Union and Vice Chancellor, Human Resources and Employee Relations, or his/her designee, shall alternately strike names from such list until only one (1) name remains. This person shall be designated as the arbitrator, and shall proceed to hear the grievance.

12.5.3 The function of the arbitrator shall be:

- To hold a hearing concerning the grievance, and
- To render an advisory award within thirty (30) days after the close of the hearing.

12.5.4 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.

12.5.5 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues that have been properly carried through prior steps as required by the provisions of this grievance procedure.

12.5.6 The arbitrator shall not render any award that conflicts with or alters this Agreement or external law. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

12.5.7 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.

12.5.8 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the grievant and the District.

12.6 **LEVEL IV:** Either the District or the grievant may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award.

12.6.1 The Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties.

12.7 **GENERAL PROVISIONS:**

12.7.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew or, with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.

12.7.2 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

12.7.3 Time allowances set forth at each level may be extended by mutual consent of the grievant and the District.

12.7.4 Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

12.7.5 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

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

12.7.7 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control that is relevant to the issues raised by the grievance.

12.7.8 Any grievance that arose prior to the effective date of this Agreement shall not be processed.

ARTICLE 13: SAFETY

- 13.1 District Assumes Responsibility for Safety:** The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of District employees while they are in and on the facilities provided in furtherance of that program. The District recognizes its responsibilities to comply with relevant Cal-OSHA regulations and guidelines. (California Labor Code, Section 6300 et seq.; California Administrative Code, Section 330 et seq.)
- 13.2 Publishing/Posting of Rules and Providing Safe Equipment:** The Board shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices (including prescription safety eyewear) where they are required for the safety of employees, and provide suitable and safe equipment where such equipment is necessary for the operation of the District.
- 13.3 District Shall Maintain Safe Work Environment:** The District shall at all times maintain standards of safety and sanitation in conformance with law. Union and District shall cooperate to eliminate hazards and correct any conditions that adversely affect the health and safety of employees.
- 13.4 Employee Shall Notify Supervisor:** Any employee who observes a condition in the working environment that he/she believes violates this article and feels is unsafe and creates any imminent danger of harm to any person will make every attempt to immediately notify his/her immediate supervisor of the existence of such condition. Nothing herein shall be deemed to preclude such employee from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 13.5 Appeal Process:** This appeal process shall be used if a complainant believes this article has been violated and the complainant has notified his/her immediate supervisor of an alleged unsafe working condition impacting a unit member, and the complainant feels that District management has failed to take appropriate corrective action. The complainant may submit a written statement of the alleged condition or violation and any proposed corrective action to the Executive Director of Facilities. The Executive Director of Facilities shall then take appropriate corrective action or forward the complaint within five (5) working days to the Executive Vice Chancellor. The Union shall be informed in writing of the response to the complaint at each level of this appeal process.
- 13.5.1 Executive Vice Chancellor:** Within five (5) working days of receipt of any such complaint, the Executive Vice Chancellor or designee shall initiate appropriate corrective action, or shall initiate action to convene the District Safety Management Committee. The Committee shall investigate the complaint and shall prepare written findings and recommendations within fifteen (15) working days after being convened.
- 13.5.2 Chancellor:** If the District Safety Management Committee recommends corrective action, and the Executive Vice Chancellor/designee does not approve such action, the complainant may appeal to the Chancellor or his/her designee within 15 working days after receipt of his/her copy of the decision by the Executive Vice Chancellor/designee. The Chancellor shall review the complaint and all recommendations and make a decision in writing within fifteen (15) days of receipt of the appeal.
- 13.5.3 Board:** The complainant may appeal the decision of the Chancellor/designee within 15 working days after receipt of his/her copy of the decision to the Board of Trustees. The decision of the Board shall be final.
- 13.6 Safety Committee:** A Safety Committee shall be established on each campus and will include two (2) representatives appointed by AFSCME. A Campus Safety Committee will meet at least quarterly. A District Safety Management Committee will meet at least twice each fiscal year.
- 13.6.1** The committees shall promulgate internal committee rules to promote and maintain a safe and healthful campus environment, educating and training personnel in safe work practice.

- 13.6.2** The committees shall recommend consistent District wide procedures for scheduling safety inspections to identify and correct any unsafe conditions and work practices that may be in conflict with Section 13.1 of this Article.
- 13.6.3** The committees shall meet to discuss accident and illness prevention methods, injury and illness records, and the results of regular safety inspections.
- 13.6.4** The committees shall make recommendations to a District Safety Management Committee on the elimination of risks, on corrective actions on identified hazards, and on training needed to maintain environmental safety within the District.
- 13.6.5** This Article shall not be subject to the arbitration provision of the Grievance Procedure set forth in Article 12 herein.
- 13.6.6** Union members of the Safety Committee shall be allowed reasonable released time for Committee meetings.

ARTICLE 14: MANAGEMENT RIGHTS

- 14.1** **MANAGEMENT RIGHTS:** The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:
- 14.1.1** To determine and administer policy.
 - 14.1.2** Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, demotion or promotion.
 - 14.1.3.** To delegate to the Chancellor-Superintendent and other legally appointed officers, the operation of the colleges, the executive management and administrative control of the San Mateo County Community College District, its properties and facilities, including but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities and experimental and pilot investigation of new educational programs.
 - 14.1.4.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 15: MISCELLANEOUS

- 15.1 SEVERABILITY:** If any provisions of this Agreement are 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.
- 15.2 AGREEMENT SUPERCEDES CONTRARY RULES OR PRACTICES:** This Agreement shall supersede any rules, regulations or practices of the Board that shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 15.3 FULL AND COMPLETE AGREEMENT:** This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 15.4 ZIPPER CLAUSE:** During the term of this Agreement, the Union agrees that the Board shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Board or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. This exclusion does not apply to re-openers specifically agreed to by the parties.
- 15.5 DISTRIBUTION OF CONTRACT:** As soon as practical after settlement of this contract is reached, the parties shall cause copies of this contract to be printed for distribution to all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of the contract. The parties agree to share equally the cost of such duplication and distribution, including all clerical time and materials.
- 15.6 CONTRACTED OUT SERVICES:** The District will not retain the services of outside contractors to do work usually performed by employees in the unit except as required by law, or as permitted using the following guidelines:
- 15.6.1** Projects for which to total cost, including labor, exceeds \$15,000 will automatically go out to bid per Public Contract Code §20111(b).
 - 15.6.2** Projects in which the number of hours required to complete the job exceed 350 hours will also automatically go to outside contractors without need for bidding based on Public Contract Code §200114(a). Hour estimates will be made according to standard industry guidelines.
 - 15.6.3** For projects or work under 350 hours, an outside contractor will be used as deemed necessary by a campus-based decision-team consisting of the Campus Supervisor or designee, either a senior engineer, lead custodian or lead groundskeeper, and an AFSCME Steward or Business Agent who can be reached within a twenty-four (24) hour period. The decision team will collaboratively decide in an outside contractor is needed. The Campus Supervisor or designee will contact the Director of Facilities Maintenance and Operations for approval. Once approved, the Campus Supervisor or designee will contact a vendor and schedule the work.
 - 15.6.4** An exception to the above procedures is justified by an emergency. Emergency, as used in the agreement, means a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action. In any such case, the Director of Facilities Maintenance and Operations will notify the Union.

ARTICLE 16: DISCIPLINARY PROCEDURES

16.1 STATEMENT OF PURPOSE

DEFINITION: Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds. The decision to initiate disciplinary proceedings and the determination of the type and the amount of recommended discipline are reserved to the District. However, unit employee shall be subject to disciplinary action only for just cause. Grounds for disciplinary action may be based on the causes enumerated in this Article in Sections 17.1.2 and 17.1.3.

16.1.1 APPLICATION: This Article applies to permanent unit members only. Probationary unit members may be terminated or subject to other discipline at the discretion of the District. All references to "days" within this Article shall mean working days.

16.1.2 PROGRESSIVE DISCIPLINE: It is the intent of the parties to engage in progressive discipline and, before discipline is normally imposed, the unit member will be given an oral or written warning and a reasonable time within which to correct the deficiency or behavior. This warning may be omitted if the cause for discipline is found by management to be of such a nature that immediate or more severe action is deemed necessary. Management will consider the following elements in making a determination to impose immediate discipline:

- a) The nature of the omission, misconduct or deficiency;
- b) The probability that the deficiency can be corrected;
- c) The harm caused; and
- d) The past performance of the unit member.

16.1.3 CAUSES FOR DISCIPLINARY ACTION: The following causes are stated by way of illustration. Other valid causes for discipline may be advanced by management.

- a) Incompetency or inefficiency in the performance of his/her duties;
- b) Insubordination;
- c) Neglect of duty;
- d) Negligence or willful misuse or waste of, or damage to, school District property or equipment;
- e) Unauthorized absence
- f) Abuse of illness leave privileges
- g) Dishonesty, theft, or immoral conduct;
- h) Use or possession of intoxicants or controlled substances on the job or reporting for work while under the influence of intoxicants or a controlled substance;
- i) Falsifying any information supplied to the District, including but not limited to, information supplied on applications, employment records, or any other District record;
- j) Engaging in political activity during assigned hours of employment.
- k) Abandonment of position or failure to return from an approved leave;
- l) Discourteous, offensive or abusive conduct or language toward other unit members, students or the public. (This may include, but not be limited to, jokes, slurs, derogatory comments, or other non-work-related conduct or language regarding a person's race, color, religion, national origin, age, medical condition, physical handicap or other non-work-related status.);
- m) Failure to maintain any license or certification needed to perform duties, or failure to meet District insurability requirements;
- n) Violation of District, state or federal regulation(s);
- o) Conviction of any felony or of a misdemeanor involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony or any other

offense involving moral turpitude shall be deemed to be a conviction within the meaning of this Section;

- p) Arrest for a sex offense as described in Education Code Section 88022;
- q) Knowingly making, duplicating or causing to be duplicated any key to any District facility without authorization from the appropriate administrator or supervisor.

16.2 PROCEDURAL STEPS

INFORMAL - PERFORMANCE EVALUATION: An informal oral discussion(s) may be initiated by a Supervisor with a unit member when, in the opinion of the Supervisor, a performance-related event has become serious enough for the Supervisor to consider discipline. The unit member shall be informed of his/her right to AFSCME representation at said discussion. No written notation shall be placed in the employee's personnel file at the informal counseling level

16.3 FORMAL - WRITTEN WARNING/REPRIMAND: If the behavior is deemed severe or continues, the supervisor shall issue to the unit member a clearly identified written letter of warning/reprimand. A copy will be sent to AFSCME. The member will be notified of the unit member's right to representation by AFSCME. The unit member will have ten (10) working days to request a meeting to contest the written reprimand. The Supervisor shall then schedule a conference to hear the unit member's response. At the request of AFSCME, the Office of Human Resources may also be involved at this level. Following the conference, the Supervisor may recommend that the written warning/reprimand be made a part of the unit member's personnel file. If the written warning/reprimand is placed in the unit member's personnel file, the unit member shall have the right within ten (10) days of the recommendation to appeal to the Executive Director, Facilities Planning and Operations for review, and shall also have the right to attach his/her comments for inclusion should the Executive Director rule in favor of placement in the file.

16.4 SUSPENSION: Suspension from employment may be imposed by the Chancellor or his/her designee directly or upon information from other administrators and is without pay unless the Chancellor or his/her designee decides otherwise.

16.4.1 UNIT MEMBER RIGHTS: The unit member shall be accorded the following rights prior to the commencement of a suspension:

- (a) Written notice of the proposed action;
- (b) The reasons for the action;
- (c) A copy of the charges and materials upon which the charges are based;
- (d) The right to respond to the charges either orally or in writing, at the unit member's discretion, to the Chancellor or his/her designee at the time of notification of the charges;
- (e) Notice of the right of appeal; and
- (f) Written notification to AFSCME and notification to the unit member of the right of representation by AFSCME.

16.4.2 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students or the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.

16.4.3 REQUEST TO APPEAL SUSPENSION: If a unit member elects to appeal a suspension, he/she must submit a request to the Chancellor or his/her designee within ten (10) days after receipt of the notice of suspension. Failure to file a timely appeal shall constitute a waiver of appeal rights. The Chancellor or his/her designee shall rule on the appeal within fourteen (14) days from the date of the appeal. The Chancellor or his/her designee may sustain, revoke or modify the suspension. Any appeal from the ruling regarding suspension at this level shall be to the Board of Trustees within seven (7) days after service of the Chancellor's or his/her designee's decision. The review at this level shall consist solely of a review of the written records above, and shall not include a de novo hearing of the Board.

16.4.4 Failure to file a timely appeal to the Board of Trustees shall constitute a waiver of further District appeal rights.

16.4.5 If a unit member's suspension is revoked, he/she shall be compensated for the entire period. If the suspension is modified, he/she shall be compensated for any part of the suspension that is rescinded.

16.5 **TERMINATION:** Before a permanent unit member is terminated, he/she shall be served a written notice, stating in ordinary and concise language the acts and omissions upon which the dismissal is based, the specific charges against him/her, a statement of his/her right to a hearing, and the time within which such hearing must be requested, which shall not be less than five (5) days after service of the notice. In addition, the unit member shall be given a card or letter which only needs his/her signature to constitute a request for a hearing before the Vice Chancellor, Human Resources and Employee Relations, and a denial of the charges. AFSCME shall receive the notice of termination and the unit member shall be informed of his/her rights to representation by AFSCME. Any hearing at this level shall be considered a "Skelly" process.

16.5.1 Any notice or request shall be deemed served when it is delivered in person to the unit member to whom it is directed, or when it is deposited in the United States registered or certified mail, postage prepaid and addressed to the last address the unit member has given the Office of Human Resources.

16.5.2 The Chancellor or his/her designee may suspend a unit member pending final resolution of the dismissal action if prior to suspension the unit member has been accorded the following rights:

- (a) Notice of the proposed dismissal action and of the right to a hearing;
- (b) The reasons for the dismissal action;
- (c) A copy of the charges and materials upon which the charges are based; and
- (d) The right to respond to the charges either orally or in writing, at the discretion of the unit member, to the person imposing the suspension at the time of notification of the charges.

16.5.3 The suspension shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay.

16.5.4 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students and the public, the above-stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.

16.6 **APPEAL OF RECOMMENDATION OF TERMINATION:** AFSCME may appeal a recommendation of termination to the Board of Trustees. Such appeal must be lodged with the Office of the Chancellor within ten (10) days following any hearing conducted as part of the "Skelly" process.

16.6.1 Within ten (10) days of the receipt of the appeal to the Board of Trustees, the Board shall appoint a hearing officer who shall not hold any other employment with the District. The unit member shall be given at least five (5) days' written notice of the time and place of the hearing. The unit member and the District administration shall be afforded equal opportunity to present evidence before the hearing officer. Following completion of the hearing, the hearing officer shall recommend a decision to the Board of Trustees. Hearings shall be held in closed session unless the unit member requests a hearing in open session.

16.6.2 If a unit member fails to make a timely request for a hearing, the Board may act upon charges without a hearing and without notice to the unit member of the time and place of the Board's meeting to act on the charges.

16.6.3 The Board of Trustees shall consider the findings of fact and recommendations of the hearing officer and, if necessary, the transcript of the hearing prior to rendering a final decision on the matter. If the Board of Trustees finds for the unit member, it shall so notify the unit member within five (5) days after the finding, and all records pertaining to the incident shall be removed from the unit member's file.

16.6.4 If the Board of Trustees determines that sufficient cause exists it may impose discipline as proposed by the administration, or it may impose a lesser form of discipline. The Board's determination of the sufficiency of the cause for discipline and the degree thereof shall be conclusive.

16.6.5 In all cases, each party shall bear the full costs for its participation in the hearing process, including the costs of shorthand reporters, transcripts, and other related costs.

16.7 **OTHER PROVISIONS:** Mere technical, non-substantive violations of the disciplinary procedures which do not affect substantive rights shall not invalidate the discipline unless the violations were prejudicial to the unit member.

16.7.1 Any alleged violation of this Article shall be pursued as part of the appeals procedure of this Article and not as part of the Grievance Procedure, Article 12, of this Collective Bargaining Agreement.

16.7.2 A negative performance evaluation may be given to an employee without following the disciplinary procedure. (See Article 14, Performance Evaluation Procedures.)

16.7.3 The parties may mutually agree to skip steps or accelerate or slow time lines contained in the procedure, dependent upon the facts of an individual case.

16.7.4 This Article replaces all other District disciplinary rules, regulations, procedures, policies, customs, or other means of imposing discipline covered herein affecting members of the unit which may now be extant.

ARTICLE 17: DURATION

- 17.1** **EFFECTIVE DATE:** This Agreement shall be effective as of the date of ratification by the parties and shall continue in full force and effect through June 30, 2013.
- 17.2** **REOPENERS:** For the duration of this agreement there will be no re-openers except effective July 1, 2012 the following sections shall be reopened: 8.1, 8.2.4, 9.1, 9.2 and one non economic item to be designated by AFSCME.

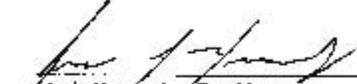
ARTICLE 18: LAYOFFS, SENIORITY, BUMPING RIGHTS AND RE-EMPLOYMENT

- 18.1 AFSCME agrees that layoffs and their effects shall not be subject to further negotiations but shall be governed by the provisions of this Agreement. The parties agree that any and all disputes regarding the implementation of this procedure will be addressed and resolved by the Labor Management Committee.
- 18.2 Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds, or assignment to a classification lower than that in which the unit member has permanence, voluntarily consented to by the unit member to avoid interruption of employment by layoff. The definition of lack of work, or lack of funds, and the determination of what classifications are to be affected, is reserved to management.
- 18.3 Each of the different job titles included in Appendix A is a class.
- 18.4 Seniority in a class is based on length of service in that classification and higher classifications from the last continuous date of hire as a probationary or permanent classified employee.
- 18.5 Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime.
- 18.6 Hours in paid status will be used to determine the seniority ranking of all unit members. These seniority rankings will be subject to verification by each employee and then these validated rankings will be used in all future seniority matters.
- 18.7 Seniority within the classifications for all members will be determined by the original District date of hire only.
- 18.8 For members reassigned to another classification, seniority within the current classification and any previous classifications shall be determined by the original District date of hire only. In the event that two or more employees have equal seniority, the order of layoff shall be determined by lot. The District shall notify the affected employee(s) and AFSCME no later than forty-five (45) days prior to any planned layoff.
- 18.9 The District and the AFSCME representatives shall meet no later than five (5) days following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff within the provisions of this Agreement. If positions within a classification are eliminated, the least senior unit member(s) in the classification will be notified of layoff and of the possibility of exercising bumping rights into an equal or lower classification, if such possibility exists.
- 18.10 In lieu of layoff, a unit member may exercise bumping rights into an equal or lower classification in which he/she has served if the unit member has more seniority in that classification than someone currently serving in that class. The affected employee shall also have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position which is at or below the range of the position from which the affected employee is being laid off. A unit member also has the right to bump into any lower classification within their job series, i.e. custodial, ground, and engineering.

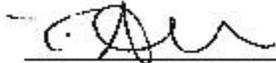
- 18.11 When more than one position is affected, the availability to some unit members of the options of voluntary demotion or the exercise of bumping rights may depend on what options other affected unit members choose. In such cases the District shall notify the unit member and the AFSCME of all options known to the District. The unit members shall be allowed to choose from the available options by order of seniority.
- 18.12 The District shall call a meeting of affected unit members or contact unit members individually to determine their preferences.
- 18.13 An employee may elect layoff in lieu of exercising bumping rights, but this election shall operate to waive any reemployment rights to lower classifications.
- 18.14 A unit member who has been laid off has reemployment rights (preference over new applicants) for thirty-nine (39) months into the class from which he/she was laid off. Reemployment rights shall be in reverse order of layoff. Unit members who have been laid off shall also have the right to apply for open positions. AFSCME shall be notified by the District of all employment opportunities within the District. Unit members who have been laid off shall have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position from which the employee has been laid off.
- 18.15 The District shall fulfill its duty to communicate an offer of reemployment by mailing a written letter offering reemployment in the certified mail to the last address that the unit member has provided the Office of Human Resources. If the District fails to receive an acceptance within the fourteen (14) working days after postmark date of the offer, it shall consider that the unit member has declined the offer of employment.
- 18.16 A unit member who accepts an offer of reemployment shall be given at least seven (7) calendar days after the unit member's acceptance of the District's offer to return to work. The District may establish a time for return to work of more than seven (7) days. By mutual agreement the unit member may report to work within fewer than seven (7) days. A unit member who has accepted an offer of reemployment will be restored to his/her step on the salary schedule but service credit (longevity) and benefits do not accrue during layoff except as defined in Appendix C.
- 18.17 The District shall continue to pay health and welfare benefits according to the current Agreement for any employee laid off and currently receiving benefits, for one (1) month from the date of layoff.

IN WITNESS WHEREOF, the Union has caused this Agreement to be signed by its representatives and Chief Negotiator, and the District has caused this Agreement to be signed by its Board President, Chancellor and Chief Negotiator.

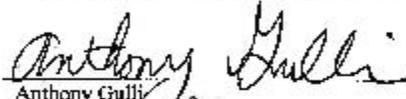
FOR THE UNION:



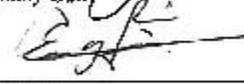
Luis Hernandez, President



Tina Acree, Business Agent & Chief Negotiator

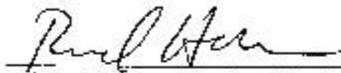


Anthony Gulli



Eduardo Gonzalez

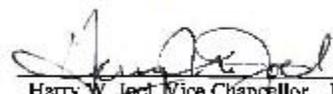
FOR THE DISTRICT:



Richard Holober – President, Board of Trustees



Ron Galatolo, Chancellor-Superintendent



Harry W. Lee, Vice Chancellor Human Resources & Chief Negotiator

APPENDIX A: CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT

Custodian

Custodian, Pool

Groundskeeper

Lead Custodian

Lead Groundskeeper

Maintenance Engineer

Senior Maintenance Engineer

Utility Engineer

Chief Engineer

San Mateo County CC District
Buildings and Grounds Salary Schedule (70)
Effective: 01-JUL-2008

Grade	Step->	1	2	3	4	5	
AA	Ann 12/12	38136.00	39636.00	41376.00	43260.00	45024.00	
	Mon 12/12	3178.00	3303.00	3448.00	3605.00	3752.00	
	Daily	146.67	152.44	159.14	166.38	173.17	
	Hourly	19.56	20.33	21.22	22.18	23.09	
	80 %	15.65	16.26	16.97	17.75	18.47	
	Swing Mon	3336.90	3468.15	3620.40	3785.25	3939.60	
	Daily	154.01	160.07	167.09	174.70	181.82	
	Hourly	20.53	21.34	22.28	23.29	24.24	
	80 %	16.43	17.07	17.82	18.64	19.39	
	Grave Mon	3495.80	3633.30	3792.80	3965.50	4127.20	
	Daily	161.34	167.69	175.05	183.02	190.48	
	Hourly	21.51	22.36	23.34	24.40	25.40	
	80 %	17.21	17.89	18.67	19.52	20.32	
	C7001 Custodian						
	BA	Ann 12/12	40560.00	42240.00	44076.00	45996.00	48060.00
Mon 12/12		3380.00	3520.00	3673.00	3833.00	4005.00	
Daily		156.00	162.46	169.52	176.90	184.84	
Hourly		20.80	21.66	22.60	23.59	24.65	
80 %		16.64	17.33	18.08	18.87	19.72	
C7004 Groundskeeper							
BB		Ann 12/12	40980.00	42624.00	44484.00	46428.00	48504.00
		Mon 12/12	3415.00	3552.00	3707.00	3869.00	4042.00
		Daily	157.61	163.94	171.09	178.57	186.55
		Hourly	21.02	21.86	22.81	23.81	24.87
		80 %	16.81	17.49	18.25	19.05	19.90
		Swing Mon	3585.75	3729.60	3892.35	4062.45	4244.10
		Daily	165.49	172.13	179.64	187.49	195.88
		Hourly	22.07	22.95	23.95	25.00	26.12
		80 %	17.65	18.36	19.16	20.00	20.89
	Grave Mon	3756.50	3907.20	4077.70	4255.90	4446.20	
	Daily	173.37	180.33	188.20	196.42	205.21	
	Hourly	23.12	24.04	25.09	26.19	27.36	
	80 %	18.49	19.24	20.07	20.95	21.89	

San Mateo County CC District
Buildings and Grounds Salary Schedule (70)
Effective: 01-JUL-2008

Grade	Step->	1	2	3	4	5	
BC	Ann 12/12	41076.00	42756.00	44640.00	46620.00	48552.00	
	Mon 12/12	3423.00	3563.00	3720.00	3885.00	4046.00	
	Daily	157.98	164.44	171.69	179.30	186.74	
	Hourly	21.06	21.93	22.89	23.91	24.90	
	80 %	16.85	17.54	18.31	19.13	19.92	
	C7019 Custodian (Pool)						
CC	Ann 12/12	42516.00	44268.00	46152.00	48180.00	50328.00	
	Mon 12/12	3543.00	3689.00	3846.00	4015.00	4194.00	
	Daily	163.52	170.26	177.50	185.30	193.57	
	Hourly	21.80	22.70	23.67	24.71	25.81	
	80 %	17.44	18.16	18.93	19.77	20.65	
	Swing Mon	3720.15	3873.45	4038.30	4215.75	4403.70	
	Daily	171.70	178.77	186.38	194.57	203.24	
	Hourly	22.89	23.84	24.85	25.94	27.10	
	80 %	18.31	19.07	19.88	20.75	21.68	
	Grave Mon	3897.30	4057.90	4230.60	4416.50	4613.40	
	Daily	179.87	187.28	195.26	203.84	212.92	
	Hourly	23.98	24.97	26.03	27.18	28.39	
	80 %	19.19	19.98	20.83	21.74	22.71	
	C7025 Lead Custodian						
	CD	Ann 12/12	43704.00	45492.00	47484.00	49560.00	51780.00
Mon 12/12		3642.00	3791.00	3957.00	4130.00	4315.00	
Daily		168.09	174.97	182.63	190.61	199.15	
Hourly		22.41	23.33	24.35	25.42	26.55	
80 %		17.93	18.66	19.48	20.33	21.24	
DD	Ann 12/12	46656.00	48564.00	50676.00	52872.00	55224.00	
	Mon 12/12	3888.00	4047.00	4223.00	4406.00	4602.00	
	Daily	179.44	186.78	194.90	203.35	212.40	
	Hourly	23.93	24.90	25.99	27.11	28.32	
	80 %	19.14	19.92	20.79	21.69	22.66	
C7008 Lead Groundskeeper C7023 Utility Engineer							

San Mateo County CC District
Buildings and Grounds Salary Schedule (70)
Effective: 01-JUL-2008

Grade	Step->	1	2	3	4	5
EE	Ann 12/12	52308.00	54948.00	57672.00	60588.00	63636.00
	Mon 12/12	4359.00	4579.00	4806.00	5049.00	5303.00
	Daily	201.18	211.34	221.81	233.03	244.75
	Hourly	26.82	28.18	29.58	31.07	32.63
	80 %	21.46	22.54	23.66	24.86	26.11
	<hr/>					
FF	Ann 12/12	55296.00	57516.00	59712.00	62172.00	64668.00
	Mon 12/12	4608.00	4793.00	4976.00	5181.00	5389.00
	Daily	212.67	221.21	229.66	239.12	248.72
	Hourly	28.36	29.50	30.62	31.88	33.16
	80 %	22.69	23.60	24.50	25.51	26.53
		C7013	Maintenance Engineer			
	C7021	Painter				
<hr/>						
GG	Ann 12/12	56724.00	59280.00	61896.00	64740.00	67668.00
	Mon 12/12	4727.00	4940.00	5158.00	5395.00	5639.00
	Daily	218.17	228.00	238.06	249.00	260.26
	Hourly	29.09	30.40	31.74	33.20	34.70
	80 %	23.27	24.32	25.39	26.56	27.76
		C7026	Project Engineer			
<hr/>						
HH	Ann 12/12	58140.00	61032.00	64092.00	67308.00	70716.00
	Mon 12/12	4845.00	5086.00	5341.00	5609.00	5893.00
	Daily	223.61	234.73	246.50	258.87	271.98
	Hourly	29.82	31.30	32.87	34.52	36.26
	80 %	23.85	25.04	26.29	27.61	29.01
		C7014	Senior Maintenance Engineer			
	C7027	Systems Engineer				
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II	Ann 12/12	63984.00	67128.00	70476.00	74028.00	77784.00
	Mon 12/12	5332.00	5594.00	5873.00	6169.00	6482.00
	Daily	246.09	258.18	271.06	284.72	299.16
	Hourly	32.81	34.42	36.14	37.96	39.89
	80 %	26.25	27.54	28.91	30.37	31.91
		C7024	Chief Engineer			

SIDE LETTER “A” AGREEMENT

San Mateo County Community College District

and

AFSCME Local 829

The District agrees that it will not use the unauthorized services of volunteers to do work normally performed by employees in the unit. Use of volunteers for certain projects or kinds of work does have a legitimate role in the overall functioning of the colleges, and the use of volunteers does benefit the District and its students. However, management also recognizes the right of unit members to perform unit work. In order to build cooperation and maximize the benefits to all, management agrees to give AFSCME prior notification of the intent to use volunteers and will seek agreement using the following process:

When a campus determines there is a need for a special project or work that could be performed by volunteers, the Union will be notified in advance. The project/work and the reason(s) the campus seeks to use volunteers will be explained. If the Union concurs with the use of volunteers for the specific project of type of work, volunteers will be used as deemed necessary or desirable by a campus-based team consisting of the Campus Supervisor or designee, either a chief engineer, lead custodian or lead groundskeeper, depending on the nature of the project/work. A volunteer is defined as any individual(s) donating time and/or expertise in order to accomplish a specific project that has been approved by the process defined in this settlement agreement.

A bargaining unit employee will be assigned as a lead worker for approved projects.

This agreement will be in effect through the term of this agreement or until a successor agreement is reached with AFSCME.

By the authorized signatures below, the District and AFSCME are bound by this agreement.

Date: _____

For the Union: _____

For the District: _____

SIDE LETTER “B” AGREEMENT

San Mateo County Community College District

and

AFSCME Local 829

January 6, 2005

During negotiations for a successor labor agreement during the Fall of 2004, the parties extensively discussed AFSCME’s concerns regarding vacant budgeted positions and the length of time taken to fill such positions.

The parties therefore agree to place the following items on each agenda of the Joint Labor Management Committee:

- summary of vacancies in the AFSCME unit, including vacancies due to leaves of absence
- status of filling vacancies
- out-of-class assignments

It is further agreed by the parties that it is the intent of the District and the Union to provide equal access to all unit members concerning opportunities for training or to apply for vacant positions.

Date: _____

For the Union: _____

For the District: _____

SIDE LETTER "C" AGREEMENT

San Mateo County Community College District

and

AFSCME Local 829

February 2, 2005

In recognition that AFSCME reached agreement in advance of other bargaining units and the fact that the district wishes to maintain the good working relationship between the Union and the District, the District agrees to the following:

The District agrees to provide the same total compensation increase to AFSCME as is provided in other collective bargaining agreements that may be reached following this date for the period of July 1, 2004 through June 30, 2005. Total compensation is defined as monies allocated for compensation improvements in base salaries and health benefits paid to all members of the bargaining unit. Total compensation does not include monies that may be negotiated or provided for individual classifications or categories or market adjustments to salary schedule configurations, nor does total compensation include adjustments as may be provided to achieve internal parity of benefits other than medical and wages.

Date: _____

For the Union: _____

For the District: _____