

OHLONE COMMUNITY COLLEGE DISTRICT

AGREEMENT BETWEEN

The Ohlone Community College District and
the Service Employees International Union (SEIU)

Local 1021

The Maintenance, Operations & Security Units

Version July 1, 2017 – June 30, 2018

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ARTICLE 1

RECOGNITION

1.1 The District hereby acknowledges that SEIU, Local 1021, hereinafter referred to as the Union, is the exclusive bargaining representative holding the positions in those classifications listed in Exhibit "A", attached hereto and incorporated by reference as a part of this Agreement,

in accordance with the certification letter from the Public Employees Relations Board dated April 5, 1979. The unit excludes management, confidential and supervisory positions.

ARTICLE 2

NOTICE

2.1 Where notice is required and is not otherwise provided for in this Agreement, the same will be provided by registered mail, return receipt requested, to the appropriate address listed herein.

2.1.1 The District's authorized representative for the purpose of receiving such notice shall be:

Associate Vice President, Human Resources and Training
Ohlone Community College District
43600 Mission Boulevard
Fremont, California 94539

2.1.2 SEIU Local 1021 authorized representative for the purpose of receiving such notice shall be:

Service Employee International Union, Local 1021

100 Oak Street

Oakland, CA 94607

2.2 Where notice is served pursuant to this article, it shall be considered officially served as of the date of deposit with the United States Postal Service.

ARTICLE 3

SUPPORT OF AGREEMENT

3.1 The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Union will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Union.

ARTICLE 4

EMPLOYEE RIGHTS

4.1 The District and Union recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

ARTICLE 5

EMPLOYER/EMPLOYEE RELATIONS COMMITTEE

5.1 There shall be a committee established consisting of members appointed by the Ohlone Chapter of SEIU Local 1021 and members appointed by the District.

5.2 The committee will meet on a regular basis. Scheduled meetings may be canceled by mutual agreement, and additional meetings may be scheduled by mutual agreement.

5.3 The committee shall establish an agenda and shall maintain appropriate records of scheduled committee meetings.

5.4 The sole purpose of the committee is to maintain a channel of communication between the District and SEIU Local 1021 and thus provide a forum for discussion between the parties on areas pertinent to employer-employee relations.

5.5 The District and SEIU Local 1021 agree that it is not the intent of this Article to change the provisions of this Agreement nor does this Article supersede the purpose and intent of Article 35: Full Agreement.

ARTICLE 6

PAYROLL DEDUCTIONS

6.1 The District will deduct from the pay of Union members and pay to the Union the normal and regular monthly Union membership dues as authorized in writing by the employee on the appropriate form subject to the following conditions:

6.1.1 Deduction of dues shall be made only upon submission of the appropriate form to the designated representative of the District duly completed and executed by the employee and the Union.

6.1.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen, (15) days or more after such submission.

6.1.3 The District shall notify the Union if any member revokes a dues authorization.

6.2 The Union shall indemnify and hold the College District harmless from any claims, demands, or lawsuits arising out of or from the provisions contained in this Agreement.

ARTICLE 7

EVALUATION

7.1 Probationary employees, (except campus police personnel), shall be evaluated by their immediate supervisor after the third (3rd) month and the fifth (5th) month of employment. The fifth (5th) month evaluation is the final probationary evaluation, and it shall be the immediate supervisor's responsibility to indicate, in writing, a statement of recommendation for or against permanency. The probationary period is six (6) months, after which the employee shall become a permanent employee.

7.2 Campus police personnel shall be evaluated by their immediate supervisor, approximately on or before the fifth (5th) month and the eleventh (11th) month of employment. The eleventh (11th) month evaluation is the final probationary evaluation and it shall be the immediate supervisor's responsibility to indicate, in writing, a statement of recommendation for or against permanency. The probationary period is twelve (12) months, after which the employee shall become a permanent employee.

7.3 Permanent employees shall normally be evaluated on an annual basis. Additional evaluations may be conducted to review corrective actions of previously noted deficiencies.

7.3.1 Problems which develop that were not recorded on the regular annual evaluation may be dealt with through counseling, written notice and/or other corrective action in accordance with Board Policy and Article 9. In the event 7.3.1 is invoked, the employee shall have representation and appeal rights as set forth in 7.5 below.

7.4 A copy of each evaluation report shall be signed by the supervisor and the employee to show that the employee has seen the report. A copy shall be provided to the Human Resources Office for the employee's files.

7.5 An employee who feels that his/her evaluation is inaccurate may meet with his/her Department Manager/Dean and Union representative within ten (10) working days from the date the employee received the evaluation, to review the evaluation. The decision of the Manager/Dean shall be final but the employee shall have the right to file a written rebuttal to the evaluation and have it attached to the evaluation and placed in his/her personnel file.

7.6 No evaluation or material (which is derogatory to the employee) shall be placed in his/her official personnel file unless the employee has had an opportunity to read such material and to answer it in writing and to have such answer attached to the file copy of the document.

7.7 Upon request and approval of his/her supervisor each classified employee shall have the right to review and make a copy of the contents of his/her personnel file during regular Human Resources Office hours. Such review and copy will not include documents, which were obtained by the District as confidential prior to initial employment.

ARTICLE 8

ORGANIZATIONAL RIGHTS

8.1 SEIU Local 1021 Rights: SEIU Local 1021 shall have the following rights in addition to the rights contained in any other portion of this Agreement.

- 8.1.1 The right to access areas in which employees work so long as organization representatives do not interfere with the work performance of any employee. The representatives shall obtain permission from the supervisor prior to gaining access to the work area and shall identify themselves. Supervisors shall not schedule work time for access to employees but shall make it possible for representatives to talk to employees during work breaks or meal breaks.
- 8.1.2 The right to use bulletin boards designated for their use in appropriate places located in on-campus and off-campus facilities. All items to be posted shall bear the date of posting and shall be removed by SEIU LOCAL 1021 within a reasonable amount of time. Bulletins posted shall specify that they have been officially authorized by SEIU LOCAL 1021.
- 8.1.3 The right to use District mailboxes. Communications placed in staff mailboxes shall state that they have been officially authorized by SEIU LOCAL 1021. SEIU LOCAL 1021 shall not use District postage machines.
- 8.1.4 The right to use District facilities to conduct SEIU LOCAL 1021 meetings and related activities. The scheduling and use of such facilities shall be in accordance with District policy. This includes the right for SEIU LOCAL 1021 to use district facilities and audio-visual equipment to conduct sessions and separate meetings with newly hired employees as outlined in section 8.1.9.
- 8.1.5 The right to use District telephones for local calls only. No long distance or other charges shall be billed to the District.
- 8.1.6 The right for SEIU LOCAL 1021 representatives to review, upon reasonable notice, employee's personnel file or pay record when accompanied by the employee or upon presentation of a current written authorization signed by the employee.

- 8.1.7 The right for SEIU LOCAL 1021 to be provided with employee contact information (as described in 8.18) on new hires within thirty (30) days of the date of hire and to be provided a periodic update of this contact information for all SEIU employees on the first working day of September and January. SEIU does not waive its right to demand this information at other times as necessary.
- 8.1.8 Employee Information: The right to be supplied with a roster (in an Excel or CSV file format or other applicable software) of all unit members in the bargaining unit including the following information: (1) employee identification number (not social security numbers), employee name (First Name, Middle Name, Last Name), home and work address (street name, city, state and zip code), home phone and work phone numbers, home and work email addresses (need to have employee permission to include home email if available), birthdate, hire date, seniority date, job title, job classification, job type (FT or PT), status (active, on leave, etc.), appointment type (if applicable) bargaining unit code (SEIU is the only bargaining unit code), pay rate (step and column), workplace/building location (address, city, state and zip code), and job shift (including days and hours).
- 8.1.9 New Employee Orientation or On-Boarding meetings (NEO/OB) shall be mandatory for all new employees. A SEIU representative or union designee, including but not limited to a union representative, union officer, union steward or other union member, shall have the right to participate in all NEO/OBs conducted by the District for an employee hired into a classification for which SEIU is the exclusive representative. The NEO/OB may be in-person or arranged as necessary. The District will provide SEIU with at least 10 days notice of the NEO/OB, except for those instances where there is an urgent need critical to the District's operations that was not reasonably foreseeable. Upon the District's notice of the NEO/OB, SEIU shall notify the District of the representative who will be attending the NEO/OB. It is SEIU's responsibility to have a representative be available for the orientation and the District is not obliged to cancel a scheduled orientation due to unavailability from the SEIU representative. If the district or new employee has to cancel a scheduled NEO/OB, the district will reschedule within 5 working days.

NEO/OB is any onboarding process of a newly hired classified employee into a classification for which SEIU is the exclusive representative, whether by a group or individual orientation, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment related matters. The District has the right to schedule the NEO/OB and to decide whether to schedule the NEO as a group or individual orientation.

- 8.1.9.1 Release Time for the SEIU representative:

The SEIU representative shall be released for at least of thirty (30) minutes from duty to participate in a NEO/OB. Additional release time for travel, set-up and wait time shall be granted when needed.

8.1.10 Annual Training:

The District shall grant release time to SEIU employees without loss of compensation to attend an annual training that is conducted onsite and during regular business hours. Release time will also be granted to the SEIU representative conducting the training if necessary.

The purpose of the annual training is to allow a SEIU representative, to familiarize represented employees about the terms of the bargaining agreement and to discuss other labor relations' issues.

The date and time of the training shall be mutually agreed upon by the parties. The annual training shall not exceed one hour.

The training must be scheduled on a day and time that will not disrupt the operations of the district. The District has the right to cancel a scheduled training based solely on the needs of the district.

8.1.11 Reasonable release time will be provided designated representative of the Ohlone Chapter, SEIU LOCAL 1021 for the purpose of serving a representational role in grievance hearings, the evaluation/discipline review process or for becoming involved in the resolution of problems, which may develop from time to time. This release time shall be subject to the following:

8.1.11.1 SEIU LOCAL 1021 shall within, thirty, (30) days, of ratification of this agreement, designate, in writing, not more than three (3) unit members who will be eligible to use such time.

8.1.11.2 The Immediate Supervisor shall be notified before any designated unit member utilizes this time. Such notification will include the reason and expected duration of the absence.

8.1.11.3 If the absence is not for a scheduled meeting with administration then the situation requiring the absence must be serious in nature to the extent that it could not be dealt with outside of regular work hours.

8.1.11.4 Any such release time shall be subject to the work requirements of the involved employees and the District.

ARTICLE 9

DISCIPLINE AND DISMISSAL OF PERMANENT UNIT MEMBERS

9.1 This Article applies only to permanent unit members. A probationary employee can be terminated without cause and without any of this process. A probationary employee may be terminated, at any time, at the sole discretion of the District and without the right to a hearing.

9.2 Definition

9.2.1 Any employee designated as a permanent employee shall be subject to disciplinary action only for reasonable cause. "Cause" relating to disciplinary action against classified employees means those grounds for discipline, or offenses, enumerated in the law and written rules, regulations and policies of the District.

9.2.2 Discipline is defined as suspension, demotion, involuntary transfer, involuntary reduction in hours or pay, and termination/dismissal.

9.2.2.1 Written and verbal reprimands are not considered discipline.

9.2.3 The principals of progressive discipline shall apply. Progressive discipline should generally be utilized when disciplining public employees, except when the employee presents a risk of harm, danger, or injury or when the violation is illegal.

9.2.4 Discipline and dismissal of permanent unit members shall take place in accordance with the appropriate provisions of Education Code section 88013.

9.3 Causes for Discipline

9.3.1 A permanent member of the classified service shall be subject to disciplinary action, including, but not limited to, reduction in pay, demotion, suspension, or discharge. Causes for discipline are in accordance with Board Policy 7365, Education Code and any applicable law. Causes for discipline include but are not limited to:

9.3.1.1 Fraud in securing employment or making a false statement on an application for employment or any false statement on any document related to Ohlone.

9.3.1.2 Incompetence, i.e., inability to comply with the minimum standard of an employee's position.

- 9.3.1.3 Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee in the position.
- 9.3.1.4 Willful disobedience and insubordination, a failure to submit to duly appointed and acting supervision, conform to duly established orders or directions of, or insulting, undermining or demeaning the authority of a supervisor or manager.
- 9.3.1.5 Dishonesty involving employment.
- 9.3.1.6 Being impaired by or under the influence of alcohol or illegal drugs or narcotics while on duty, which could impact the ability to do the job.
- 9.3.1.7 Excessive absenteeism.
- 9.3.1.8 Unexcused absence without leave.
- 9.3.1.9 Abuse or misuse of sick leave.
- 9.3.1.10 The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. A plea or verdict of guilty, or a conviction showing a plea of *nolo contendere* made to a charge, a felony, or any offense involving moral turpitude, is deemed to be a conviction within the meaning of this Section.
- 9.3.1.11 Discourteous treatment of the public, students, vendors or other employees.
- 9.3.1.12 Improper or unauthorized use of District property.
- 9.3.1.13 Refusal to subscribe to any oath or affirmation, which is required by law in connection with District employment.
- 9.3.1.14 Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.
- 9.3.1.15 Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of District property.
- 9.3.1.16 Mental or physical impairment, which renders the employee unable to perform the essential functions of the job despite reasonable

accommodation or which presents a direct threat to the health and safety of self or others.

- 9.3.1.17 Acceptance from any source of a bribe, reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
- 9.3.1.18 The refusal of any employee of the District to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause of inquiry in which the District is involved. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such employee.
- 9.3.1.19 Willful violation of policies, procedures and other rules, which may be prescribed by the District, college(s) or departments.
- 9.3.1.20 Working overtime without authorization.
- 9.3.1.21 Abandonment of post, without authorization from his/her supervisor; the unit member shall be provided the opportunity to demonstrate good cause to excuse his/her absence and failure to call in to the supervisor.
- 9.3.1.22 Abandonment of position. Five of the affected unit member's workdays of continuous absence without calling in sick to the supervisor or without approved leave shall be deemed abandonment and shall result in termination as a voluntary resignation. This shall not require further district action; the unit member shall be provided the opportunity to demonstrate good cause to excuse his/her absence and failure to call in to the supervisor.
- 9.3.1.23 Knowingly providing in electronic, verbal or written manner confidential employee and/or student records or information to an unauthorized person or persons.

9.4 Guidelines for Disciplinary Action

- 9.4.1 The following guidelines shall be recognized in the discipline and/or dismissal of unit members:
 - 9.4.1.1 The District rules, regulations and policies shall be reasonable and related to the efficient or safe operation of the District.
 - 9.4.1.2 Rules, orders and penalties should be applied fairly and equitably.

9.4.1.3 Disciplinary action should be appropriate and reasonably related to the nature of the offense.

9.4.1.4 An employee is entitled to union representation at every step of the formal disciplinary process. The employee shall be notified of his/her right by the district.

9.5 Progressive Discipline

9.5.1 The parties recognize that disciplinary actions shall be progressive in nature if they are to correct the conduct of a unit member. The District agrees to follow a course of progressive discipline. It is understood, however, that progressive discipline does not follow any specific sequence of disciplinary actions, and that major offenses will be cause for immediate severe disciplinary actions, up to and including recommendation for dismissal without prior progressive discipline.

9.5.2 In taking disciplinary action, the District shall give due regard to the principle that like penalties should be imposed for like offenses, but it is understood as well that equality of treatment does not require uniformity of penalties. However, in taking disciplinary actions, the District will give due consideration to the evidence of mitigating or aggravating circumstances, the frequency and severity of the offense and any other factors or circumstances bearing upon the incidents or acts involved.

9.5.3 Except in emergency situations, as described in section 8, no disciplinary action involving suspension, demotion or discharge shall be taken against a unit member unless he/she has been informed in writing and in advance of the nature of the deficiency and the method or methods of correction, and has been afforded a reasonable opportunity, including a reasonable amount of time to correct the deficiency.

9.5.4 The elements of progressive discipline shall be administered in a timely manner.

9.5.5 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

9.6 Disciplinary Procedure

9.6.1 Counseling

9.6.1.1 Generally, counseling is the initial disciplinary action. Counseling includes an informal discussion with employee designed to assist them

to fully develop their skills and abilities. Usually, the immediate supervisor verbally counsels the employee. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, seek information or solve problems. Even though most counseling is done verbally, managers and supervisors are to document-the date, time, and content in the supervisor's file for possible use in the employee's annual evaluation or in support for further disciplinary action.

9.6.1.2 Counseling should be able to resolve the problem early and avoid the need to escalate to further action.

9.6.2 Verbal Reprimand

9.6.2.1 Supervisors give verbal reprimands when counseling has failed to produce the desired changes or when the employee's conduct warrants a more substantial initial step. A verbal reprimand is different than counseling as it provides express notice that an employee's performance or behavior must be improved or further discipline will be imposed. This is the beginning of the formal process. The reprimand should define the areas in which improvement is required, establish goals leading to this improvement, and inform the employee that failure to improve will result in more serious disciplinary action. As with counseling, the manager/supervisor should document the date, time and content of the warning.

9.6.3 Written Reprimand

9.6.3.1 A Written Reprimand is a formal notice to an employee that further disciplinary action will be taken unless his/her behavior or performance improves. The manager/supervisor should keep a copy of the written reprimand, provide a copy to the employee and file the original in the Human Resources official personnel file. The manager/supervisor should also advise the employee of any right to respond to the written reprimand within 10 working days.

9.7 Early Conference

9.7.1 An Early Conference is a process where a member from the Human Resources Department, or designee, whom is not currently involved in the disciplinary procedure, meets with both the employee and management to discuss the situation that led to a progressive discipline process and the results from the disciplinary procedure thus far. The intention of this meeting is to allow for one last conference session with all parties to discuss appropriate actions before a suspension or further discipline is imposed.

9.8 Suspension

9.8.1 Suspension is the temporary removal of an employee from his/her duties, usually without pay. It is often imposed in cases involving gross, egregious, or serious misconduct or repeat behavioral problems for which previous progressive discipline has been ineffective. Generally, a suspension is instituted after consulting with department management and the agency's human resources professionals. Note that a suspension may trigger a Skelly hearing.

9.9 Skelly Hearing

9.9.1 The Skelly hearing process shall be followed as outlined by law.

9.9.2 The hearing shall be held within a reasonable period of time after the filing of a request for a hearing. The request for a hearing must be filed within five (5) workdays of the employee receiving notice of suspension.

9.9.3 When legally required the Skelly hearing shall be held before a representative of Human Resources, a supervisor, or an administrator appointed by the President/Superintendent who is a neutral party.

9.9.4 A representative of his/her choice may represent the employee at the hearing.

9.9.5 The Skelly Officer or designee shall render a written decision within ten (10) workdays.

9.9.6 The decision of the neutral party shall be submitted to the governing board for action.

9.10 Emergency Disciplinary Actions

9.10.1 A unit member may be removed from the work site and the District's premises when there is an emergency. An emergency shall be deemed to exist when:

9.10.1.1 The District determines that a unit member's continued presence would jeopardize the safety or welfare of students, the unit member or other unit members, other person or school property, or,

9.10.1.2 The District determines that a unit member's continued presence would seriously disrupt the normal operation and activities of the work site.

9.10.2 The District shall place a unit member removed from a work site due to an emergency on Administrative Leave with Pay until proper procedures are completed for an unpaid suspension.

- 9.10.3 The District may propose a disciplinary action against a unit member on “emergency” Administrative Leave with Pay at any time.
- 9.10.4 When the district determines it is appropriate the unit member shall be given the opportunity to explain the conduct in question before being removed from the worksite.
- 9.10.5 An emergency shall not be declared based solely on arrest of a unit member, unless otherwise authorized by the Education Code.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 General Provisions

- 10.1.1 A grievance is defined as a formal written statement by a unit member that the District has violated an express term of this Agreement and that by reason of such violation; his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Additional matters indicated elsewhere in this agreement, are excluded from these procedures.
- 10.1.2 An Officer/Job Steward of SEIU LOCAL 1021 may file a grievance on behalf of SEIU LOCAL 1021 if he/she believes the District has violated an express term of Agreement.
- 10.1.3 The Respondent in all cases shall be the District itself, rather than any individual. The District may be represented by an appropriate Line Administrator. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.
- 10.1.4 A "Day" is a day in which the central administration office of the District is open for business.

10.2 Informal Stage: Before filing a formal written grievance, the Grievant shall have the option to attempt to resolve the problem through informal discussion with his/her immediate supervisor.

10.3 Formal Stage:

10.3.1 Level I

10.3.1.1 Within twenty (20) days (ten (10) days if 10.2 is not utilized) after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days (ten (10) days if 10.2 is not utilized) of when the grievant or SEIU LOCAL 1021 could reasonably have known of the act or omission, the grievant must present his/her grievance in writing to the immediate supervisor.

10.3.1.2 The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the date and time of the informal conference, and the specific remedy sought.

10.3.1.3 Either Party may request a personal conference with the other party. The immediate management supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance and such action will terminate Level I.

10.3.2 Level II

10.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Human Resources office within ten (10) days after the termination of Level I.

10.3.2.2 This Statement shall include a copy of the original Grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Human Resources office or designee may request a personal conference.

10.3.2.3 The Human Resources office or designee shall communicate a decision within ten (10) days after receiving the appeal and such a decision will terminate Level II.

10.3.3 Level III

10.3.3.1 In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the President/Superintendent within ten (10) days after termination of Level II.

10.3.3.2 This statement shall include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of the reasons for the appeal. Either the grievant or the President/ Superintendent or designee may request a personal conference.

10.3.3.3 The President/Superintendent or Designee shall communicate a decision within ten (10) days after receiving the appeal, and such a decision will Terminate Level III.

10.4 Advisory Arbitration: Should the grievance remain unresolved at Level III, the Union may, within fifteen (15) days following receipt of the Level III decision, provide written notice to the District to submit the matter to advisory arbitration.

10.4.1 Selection of Arbitrator

10.4.1.1 Following such notice to proceed to arbitration, and if the District and Union cannot agree within three (3) days on an individual to serve as arbitrator, they shall request an odd numbered list of experienced individuals from the California Conciliation Service or the American Arbitration Association. The individual shall be selected within five (5) days after receipt of the list using the alternate strike method until only one name remains.

10.4.1.2 Upon mutual agreement of the District and the Union, the arbitration shall proceed under the expedited rules of the American Arbitration Association and the arbitrator shall be notified of the request for expedited arbitration.

10.4.1.3 Without agreement to proceed under expedited arbitration rules, the dispute shall be arbitrated pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association and the provisions of this Agreement. The Arbitrator's advisory decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

10.4.2 Motions to Dismiss

10.4.2.1 If a claim is raised as to the arbitration of a grievance, as a result of a violation of the terms of this Article, such claim shall be ruled on first by the arbitrator. At its option, and without prejudice, the District may have such a claim heard along with the merits of the case.

10.4.3 Limitations Upon the Arbitrator

10.4.3.1 The advisory decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall have no power to alter, amend, change, add to or subtract

from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the express term of this Agreement in the respect alleged in the Grievance.

10.4.3.2 The Agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement so as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

10.4.4 Arbitrator's Decision, Board Review

10.4.4.1 The Advisory decision of the arbitrator arrived at through the processes noted herein shall be in the form of a written recommendation to the Board of Trustees, with copies to the grievant and SEIU LOCAL 1021. If neither the Superintendent nor SEIU LOCAL 1021 files a request to the Board to undertake review of the advisory decision within ten (10) days of its issuance, or if the Board declines such a request, then the decision shall be deemed adopted by the Board and becomes final and binding on all parties. If a timely request for review is filed with the Board, by either the Superintendent or SEIU LOCAL 1021, and accepted by the Board, it shall then undertake review of the entire hearing record and briefs. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. Within twenty (20) days after receiving the record, the Board shall render a decision on the matter, which decision shall be final and binding on all parties, except as provided in Section 10.4.2. If the Board does not render such a decision within the time specified, then it shall be deemed to have adopted the decision recommended by the arbitrator.

10.4.4.2 Nothing herein shall preclude SEIU LOCAL 1021 from filing a judicial action against the District for breach of this Agreement in a case where the arbitrator's award sustains the Association and the Board subsequently fails to accept such recommendation or makes

modification thereto. In such instances, the District shall not assert as a defense that the Association's utilization of the grievance and arbitration procedure was the only proper remedy for resolution of the grievance. In all other cases, the grievance and arbitration procedure described above, is to be SEIU LOCAL 1021's and the Grievant sole and final remedy, for any claimed violation of any express term of this Agreement.

10.4.5 Expenses

10.4.5.1 Each Party shall bear the expenses of the preparation and presentation of its own case; all other fees and expenses of the arbitration proceedings shall be paid by the party whose position is not sustained by the arbitrator. In any instance, where there is a question of which position has been sustained, the fees and expenses of the arbitration proceedings shall be shared equally by the parties.

10.5 **Failure to Meet Time Limits:** If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

10.5.1 Time limits hereunder may be lengthened in any particular case only by mutual written agreement.

10.6 **Chapter Representation:** The grievant shall be entitled upon request to representation by SEIU LOCAL 1021 at all formal level grievance meetings. In situations where SEIU LOCAL 1021 has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until SEIU LOCAL 1021 has received a copy of the grievance and the proposed resolution, and has been given the opportunity to state its views on the matter. Ten (10) days will be considered an opportunity in this instance.

10.7 **Reasonable Released Time:** Reasonable released time will be provided shop stewards for purposes of representing the grievant pursuant to this Article (see 8.1.8).

10.8 **Confidentiality:** In order to encourage a timely and fair review of a grievance, it is agreed that from the time a grievance is filed until it is processed through the procedure, neither the grievant nor SEIU LOCAL 1021 nor the District shall make public either the grievance or evidence regarding the grievance.

10.9 Group Grievances: Should SEIU LOCAL 1021 and the District feel that the significant characteristics of a number of individual grievances are sufficiently alike that it would be in the best interest of time to hear this group of grievances as one (1), they may mutually agree to do so. In such instances, a group grievance would be filed at Level II of the procedure.

ARTICLE 11

HOURS AND OVERTIME

11.1 Workweek: Except as provided herein the workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty, (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

11.1.1 Except for unit members who agree or have agreed in writing, unit members currently working a Monday through Friday workweek shall not be required to alter their workweek.

11.2 Alternative workweek: Summer 4/10 and 4/9/4 workweek :

11.2.1 A voluntary four-day workweek (4/10) and 4/9/4/program will be offered every summer (the period between the end of the academic year and the beginning of the fall semester). The district will determine the exact start and end of the summer 4/10 program and will announce the parameters no later than April 1st each year. Employees will submit their choice of either their regular 5/8 work schedule, the 4/10 work schedule or the 4/9/4 schedule to their supervisor no later than April 30 each year.

11.2.2 Employees hired after July 1, 2010 will work a summer 4/10 or 4/9/4 workweek as determined. If such an employee has a medical inability to work an alternative work schedule, a reasonable accommodation will be discussed with the employee but will not include working 8 hours on a summer Friday.

11.2.3 The workweek for employees working the day shift will consist of four (4) workdays, scheduled between the hours of 5:00 AM and 7:00 PM with at least one half hour for lunch, Monday through Thursday. For employees choosing the 4/9/4 schedule, work on Fridays should commence by 5:00 AM and end no later than 12:00 Noon.

11.2.4 The workweek for employees working the swing shift will consist of four (4) workdays, scheduled between the hours of 1:00 PM to 11:00 PM with at least one half hour for lunch, Monday through Thursday. For employees choosing the

4/9/4 schedule work on Fridays should commence by 1:00 PM and end no later than 4:00 PM

- 11.2.5 The District may make individual adjustments of hours and work days should the District determine that the above work schedules are not compatible with specific department needs, (e.g., Facilities, IT, Security, Student Services). If a supervisor requires an employee to work on summer Fridays, they will be assigned a different day of the week to be off.
- 11.2.6 Employees who select to one of the alternative work schedules may select accrued paid or unpaid time off to cover time not worked. The district will advance vacation time if an employee does not have sufficient time accumulated.
- 11.2.7 Part-time employees shall have their hours pro-rated as necessary
- 11.2.8 When a holiday falls during the summer schedule, the holiday will be paid following the assigned number of hours for a workday. For example, ten (10) hours for a summer 4/10 schedule, eight (8) hours for a summer 5/8 schedule, the respective daily hours for the day a holiday falls on for a summer 4/9/4 schedule, and prorated accordingly for part-time unit members.
- 11.2.9 An employee who agrees to follow an alternate summer schedule shall complete the summer schedule as planned.
- 11.2.10 The summer schedule will be administered in compliance with applicable state and federal wage and hour laws.
- 11.3 Alternative work schedule for the Campus Police Services, Safety and Security
 - 11.3.1 Options for an alternative work schedule are: 5/8 and 4/10.
 - 11.3.1.1: 5/8 Work Schedule: The workweek will consist of five (5) workdays, consisting of an eight (8) hour shift with a one-half (1/2) hour paid lunch period within the shift.
 - 11.3.1.2: 4/10 Work Schedule: The workweek will consist of four (4) workdays, consisting of ten (10) hour work days, with a one-half (1/2) hour paid lunch period within the shift.
 - 11.3.2 The current Alternative 4/10 work schedule will be discontinued effective July 1, 2017. Employees currently working a 4/10 work schedule will be grandfathered in and will continue with this schedule, unless the employee determines that he/she wants to work a regular 5/8 schedule. Once the employee changes from a 4/10 schedule, the employee will no longer be considered “grandfathered” for the 4/10

schedule. As of July 1, 2017, there are two (2) Campus Police Officers working the 4/10 schedule.

11.3.3 Holidays: For the two (2) employees currently working the 4/10 schedule year-round (as described in 11.3), when a holiday falls during the 4/10 year-round schedule, the holiday will be paid following the assigned number of hours considered a workday. For instance, the 4th of July falls on a Monday and the employee is normally scheduled to work on Mondays; the employee will receive 10 hours holiday pay and will not have to use 2 hours of accrued leave to cover the remaining work hours, and the work week will remain a 4/10 schedule. If the employee is not normally scheduled to work on Mondays, the employee will earn 8 hours of holiday time to use in lieu. In lieu time must be used in the same fiscal year of the holiday, not to be carried over or cashed out.

11.3.4 Overtime: All overtime hours for those following an alternative work schedule will be compensated after the agreed to scheduled number of hours per day (for example: after 10 hours per day if working the 4/10 schedule) or over 40 hours per week.

11.3.5 Changes in Schedule: Selected alternative work schedules may only be changed for the following reasons:

1. Employee hardship
2. Operational necessity and District need

Changes in schedule based on hardship may only be made with a discussion with the Chief, or designated official, and Human Resources.

11.3.6 Sick, bereavement, industrial injury, personal business, vacation, or necessity leaves will be reported on an hourly basis up to the scheduled amount the employee is working (i.e. should an employee who is following the 4/10 schedule call in sick for the day, the employee will report 10 hours of sick leave on their Absence Report).

11.3.7 Employees who select the 4/10 alternative work schedule but work less than ten (10) hours per day may select one of the following options to cover time not worked, with manager's/supervisor's approval:

1. Use earned compensatory time
2. Use accrued vacation
3. Use floating personal day
4. Apply for "leave without pay"

11.4 The District has the right to implement an alternative work schedule based on the needs of the District. The District will provide 45 days of a proposed schedule change and will meet

and negotiate the changes upon the request of SEIU. This section does not include temporary changes for operational needs.

11.5 Workday: The length of the workday shall be designated by the District for each classified assignment consistent with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours upon hire.

11.6 Lunch Periods: All employees, excluding night shift employees and campus police, covered by this Agreement shall be entitled to an uninterrupted, unpaid lunch period after the employee has been on duty for at least four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled, for full-time employees, at or about the midpoint of each work shift. In the event the lunch period is interrupted necessitating the employee to attend to an emergency which has been approved by the supervisor and which cannot be avoided or scheduled at a later time, the employee shall be provided with one of the following options:

11.6.1 To extend the lunchtime to include the time which the employee would have had if there had not been an interruption. At least one-half (1/2) hour of the total combined lunch time either prior to or and after the interruption must be uninterrupted.

11.6.2 Compensatory time for lunch later in that day at the rate of one and one-half (1-1/2) times the length of time of the interruption or

11.6.3 At the option of the manager/administrator, overtime pay at the rate of time and one-half (1-1/2) for the period of time of the interruption.

11.6.4 Night shift employees, campus police and safety officers shall work an eight (8) hour shift with a one-half (1/2) hour paid lunch period within the shift.

11.6.5 Employees whose assigned time is five (5) hours or less per day may elect to work their total shift without a lunch period with the prior approval of the supervisor.

11.7 Rest Periods: All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Specified periods may be designated by the supervisor when the operations of the District require someone to be present at the employee's work site at all times. In other cases, the times for such rest periods shall be mutually agreed upon between employees and their supervisors; if not, the times will be set by the supervisor. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

11.7 Minimum Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement or compensatory time off as appropriate.

11.8 All overtime must be authorized. Except as otherwise provided herein, all overtime hours shall be compensated at a rate of pay equal to time-and-one-half the regular rate of pay of the employee for all work assigned. Overtime is defined to include any assigned time work in excess of eight (8) hours in one (1) day or in any twenty-four (24) hour period or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

11.9 All hours worked beyond the work week of five (5) days (a sixth consecutive work day) in any calendar week shall be compensated at the overtime rate commencing on the sixth (6th) day of the workweek, regardless of the length of assigned work day. The overtime rate shall be paid if a seventh (7th) consecutive day is worked within the workweek. A calendar week is defined as any consecutive seven (7) day period.

11.10 All hours worked on a holiday designated by this Agreement shall be compensated at one and one-half the employee's regular rate of pay. In addition, the employee shall receive regular pay unless he/she is provided a substitute holiday.

11.10.1 All hours assigned and worked on a holiday, designated by this Agreement, in excess of eight (8) hours, shall be compensated at two(2) times the employee's regular rate of pay.

11.11 Employees not scheduled to work on a holiday will be entitled to take another day off "in-lieu" of the holiday.

11.12 Compensatory time off may be authorized for overtime work in lieu of cash compensation. Such time off will be granted at the appropriate overtime rate. Compensatory time off shall be granted within three (3) calendar months following the month in which the overtime was worked and without impairing the services of the College. This is to comply with Department of Labor laws.

11.13 Minimum Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement or compensatory time off as appropriate.

11.14 Off-Duty Phone Calls: Any unit member telephoned, texted, or required to respond via any communication means by the unit member's supervisor, management, or a contract service provider with a question relating to work when the communication call occurs outside of the unit member's work hours shall be paid for the actual time involved in the telephone call, rounded up

to the closest payroll increment (which is .25) at the appropriate rate of pay under this Agreement.

- 11.14.1. A telephone call from the supervisor requesting that the unit member work overtime is not work time and will not be compensated.

ARTICLE 12

UNIFORMS

12.1 Should the District require the wearing of a distinctive uniform by members of the bargaining unit, represented by SEIU LOCAL 1021, the cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems, and cards as required by the District shall be borne by the District.

12.2 Employees required to wear uniforms are required to wear the uniforms at all times while on duty. Employees who fail to wear the required uniforms while on duty, or who misuse or abuse the garments, may be subject to disciplinary action.

12.2 Ohlone Community College will provide an initial pair of safety/protective work boots or shoes to bargaining unit members who hold positions in the grounds, maintenance, campus police, warehouse, athletics technician, and custodial classifications, and any other mutually agreed upon classifications required to wear safety/protective boots or shoes. Thereafter, each covered employee will be able to obtain replacement annually based on a fiscal year.

12.3 All covered employees will select the appropriate safety shoes or boots from the District-approved selection of safety shoes or boots, up to a maximum cost of \$250 per unit member from the vendor that is mutually selected by the District and bargaining unit. Each department will create a standing purchase order with the selected vendors.

12.4 Employees who are eligible for this benefit are required to wear the safety/protective work boots at all times while on duty. Employees who fail to wear the safety/protective shoes or boots while on duty, or who misuse or abuse this benefit, will be subject to disciplinary action.

Prior authorization must be received before purchasing shoes that cost more than \$250.00 so that consideration would be given based on the unique circumstances as presented.

12.5 The District shall assume the financial burden for the dry cleaning or regular cleaning provided by the district of all district provided uniforms as such may be required by the manufacturer's direction. Procedures relative to the cleaning of said uniforms shall be at the sole discretion of the District.

ARTICLE 13

ABSENCE FROM DUTY WITHOUT PERMISSION

13.1 A unit member who is absent from duty without permission for any reason for five (5) consecutive working days, except when circumstances absolutely prohibit the employee from notifying the District, shall be considered to have voluntarily resigned.

ARTICLE 14

PAY AND ALLOWANCES

14.1 The parties have agreed that the salary schedule for 2017-18 will include a 2% across-the-board pay increase effective July 1, 2017.

14.2 The District Governing Board may determine to allocate funds specifically for an across-the-board wage increase on the salary schedule of any employee group providing that the employee group agrees to accept a percentage increase on its salary schedule. SEIU will receive the same percentage increase on its salary schedule.

This “ME TOO” provision excludes:

- (1) any and all current and future specific employee group salary triggers and formulas, including but not limited to UFO’s growth formula;
- (2) targeted wage increases for specific or a group of classifications including but not limited to:
 - (a) any and all individual and/or group classification, reclassifications, salary alignments, realignments, and market adjustments
 - (b) any and/or all promotions of a single class or an entire class of employees.

This “ME TOO” provision is expressly agreed to terminate and sunset in its entirety as of June 30, 2020, and will not continue in effect for future contracts, unless an express ratified agreement continues this in effect.

14.2 The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

14.3 Frequency: All employees in the unit shall be paid once per month, payable on/or before the last working day of the month in which the employee was in a paid status. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

14.4 An employee, other than a 12-month employee, may elect to have a deduction taken from his/her paycheck to make a 12- month pay period over a fiscal year in accordance with the provisions of Education Code Section 88164. If employee elects to be paid a regular monthly

payment and is hired as an 11 month employee, the employee shall be provided 22 consecutive non-work days in a fiscal year; or if hired as a 10 month employee, the employee will be provided 44 consecutive non-work days in a fiscal year, unless the college district needs to modify the number of consecutive non-work days. In any event, the following shall be controlling:

14.5. It is understood and agreed that the beginning and ending dates of the 22 or 44 consecutive days off may be adjusted by the District in order to meet work requirements.

14.6 Once an employee has elected to be brought under the provisions of this section, such election shall not be revocable until the commencement of the next ensuing fiscal year. However, in the event any employee leaves the service of the district by death or otherwise before receiving such monies as may be due him/her, the amount due him/her shall be paid within 30 days of the last working day to him/her or any other person entitled thereto by law.

14.7 The date of passing from one column to the next succeeding column of the schedule shall be determined by the date of employment by the District. If first employed prior to December 31st, transfer to the next column shall be effective on the 1st of July succeeding. If first employed after 1st of January, but before July 1st, succeeding transfer to the next column shall be effective on the next succeeding January 1st.

14.8 A Five Percent (5%) longevity salary increase shall be granted to unit members after the ninth (9th) year, fourteenth (14th), nineteenth (19th) and twenty-fourth (24th) year of employment.

14.9 When an employee is promoted from a position in one classification to a position in a higher classification and at the time of promotion is receiving a salary to or greater than the minimum for the higher class, he/she shall be entitled to the step in the salary scale of the higher class next above the rate they had theretofore received.

14.10 Salary on Promotion: An employee who is promoted shall be placed on a step in the higher salary range, which is at least five percent (5%) above his/her current salary.

14.11 Additional salary advances shall be effective annually thereafter.

14.12 Salary on Appointment from Re-employment List: When a person is appointed from a re-employment list to a position in his/her former class or a comparable class he/she shall be placed on the same step as he/she was at the time of layoff.

14.13 Salary on Voluntary Demotion: When an employee elects to take a voluntary demotion, he/she shall be placed on the same step of the salary schedule as he/she held in the previous class.

14.14 When said employee elects to return to a vacant position in the former class, he/she shall be placed on a step in the higher salary range in the same manner as any other promotion.

14.15 Out of Class Pay: Employee shall not be required to perform duties which are not fixed and prescribed for the position, for any period of time which exceeds five (5) working days within a fifteen (15) day period, except as provided herein.

14.16 An employee may be required to perform duties inconsistent with his/her regular assignment provided that the employee is paid a five percent (5%) differential.

14.17 Mileage: Any employee in the unit required to use his/her vehicle for District business, shall be reimbursed at a rate set by the Board. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant.

14.18 Meals: Any employee who, as a result of work assignment, must have meals outside of the District shall be reimbursed per district's policy.

14.19 Lodging: Any employee in the unit who, as a result of work assignment, must be lodged away from home overnight shall be reimbursed per district's policy. When possible the district shall provide advance funds to employee for such lodging. The district will require receipts.

14.20 Reimbursement for Physical Examination: The District agrees to provide the full cost of any medical examination required as a condition of continued employment or as a promotional requirement of the District.

14.21 Members of the bargaining unit assigned to a work schedule, which commences at seven (7) p.m. or after and concludes prior to seven (7) a.m. shall be entitled to a five percent (5%) shift differential.

14.22 Compensation

14.22.1 Compensation for members of the Maintenance, Operations and Campus Police and Safety Officers shall include but not be limited to:

14.22.1.2 Salary/wages

14.22.1.3 Salary/wage-fringe impact

14.22.1.4 Health and welfare benefits

14.22.1.5 Additional, costs as related to the implementation of the agreement

14.23 Campus Police and Safety Officer positions: Promotion to Campus Safety Officer II may occur no earlier than one year following probation upon recommendation from Chief of

Police. A four tier career ladder shall be applicable to the following: (1) Campus Safety I, Range 39; (2) Campus Safety Officer II, PC 832 certified, subject to maintaining retraining or continuing education requirements, Range 42; (3) Lead Campus Safety Officer, Range 45, PC 832 certified, subject to education and Ohlone College experience; (4) Campus Police Officer, Range 49.

ARTICLE 15

HEALTH AND WELFARE BENEFITS

15.1. The District shall provide medical, dental, vision, short/long term disability insurance and \$30,000 Term Life Insurance for eligible employees and their families.

15.1.1 Medical

Effective July 1, 2015, the District will have a 2-tier monthly health insurance premium District contribution.

Employees hired prior to July 1, 2015 (current employees) will be 1st Tier:

The District will maintain its monthly health insurance premium contribution for each employee to pay the full cost of health insurance coverage up to a maximum District contribution of \$1492.79. This group of employees will be receiving 1st Tier contributions.

Employees hired on or after July 1, 2015 (new employees) will be 2nd Tier:

The District will provide a monthly health insurance premium contribution for each employee to pay the full cost of health insurance coverage up to a maximum District contribution of **\$1,200**. This group of employees will be receiving 2nd Tier contributions.

If an employee selects a health insurance plan and coverage with a monthly premium above the applicable District contribution amount, the employee will pay the amount above the District contribution amount as a payroll deduction.

The parties agree that PERSCARE PPO will no longer be offered to employees as of Open Enrollment in 2011. Employees currently enrolled in PERS CARE will be grandfathered and subjected to the district's medical cap as applicable.

Cash-in-lieu of benefits:

Effective January 1, 2017, the District will no longer offer a cash-in-lieu option and current members that participate in cash-in-lieu, will be grandfathered and will receive the current cash-in-lieu amount of \$500 monthly as an additional wage line item. Should the grandfathered member later enroll in a District medical plan, the cash-in-lieu amount will be removed from a wage line item and will not be reapplied in the future.

15.1.1.1 The District agrees to explore by meeting and discussing with a committee of SEIU representatives, the subject of health and welfare benefits on an

annual basis as the parties recognize that the rates of such benefits may not be available during contract negotiations. If the applicable rates are available during contract negotiations, the parties agree to come to an agreement during that period. However, in the absence of an agreement, this subject may be included during the next reopener negotiations at the request of either party.

- 15.1.2 Dental: the district shall provide dental coverage that is fully paid by the district for eligible employees and their families.
- 15.1.3 Vision: the district shall provide vision coverage that is fully paid by the district for eligible employees and their families.
- 15.1.4 Life Insurance: the district shall provide a term life insurance plan at \$30,000 that is fully paid by the district for the employee only.
- 15.1.5 Short/Long Term Disability coverage: the district shall provide a private short/long term disability plan that is fully paid by the district for the employee only.
- 15.1.6 Employee Assistance Program: the district shall provide an Employee Assistance Program (EAP) that is fully paid for by the district for the employee and their families.

15.2 Eligibility

- 15.2.1 For purposes of this Article all employees shall be deemed to be full-time employees, if they are scheduled to work eight (8) hours per day and are in a paid status ten (10) or more months each year.

Part-time unit members shall be defined as those working less than eight (8) hours but four (4) or more hours per day. Such employees shall receive pro-rated medical, dental, or vision insurance coverage and will have prorated membership in the retirement and other applicable benefits. Pro-ration for medical premium will be based on the cost of the premium, not to exceed the pro-rated district cap. For example, if a part-time employee is hired into a 50% position and the district cap for full-time employees is \$1,200; the part-time employee's cap would be 50% of the full-time employee's cap, which would be \$600.00. A part-time employee in this example, who chooses a medical plan that cost \$700, will pay \$100.00 out-of-pocket.

- 15.3 Early Retirement: Unit members may apply for early retirement benefits from the District under the following circumstances:

- 15.3.1

Employees hired prior to **January 1, 2015** (current employees) will be 1st Tier:

The unit member must be at least fifty-five (55) years of age and not more than sixty-four

(64) years of age on the retirement date. The unit member must have rendered at least ten (10) years of full-time service to the District. This group of employees represents the current system and will be receiving 1st Tier retiree benefit eligibility structure.

Employees hired on or after **January 1, 2015** (new employees) will be 2nd Tier*:

The unit member must be at least fifty-five (55) years of age and not more than sixty-four (64) years of age on the retirement date. The unit member must have rendered at least seventeen (17) years of full-time service to the District. This group of employees represents the 2nd Tier retiree benefit eligibility structure.

15.3.3 The unit member must submit, in writing, a notice of intention to retire from the District, at least sixty (60) calendar days prior to the date the employee retires, as a condition of receipt of early retirement benefits as set forth in Article 15, Section 15.3.

15.3.4 The District shall provide for unit members participating in this program, medical benefits to the same extent provided full-time unit members for the unit member only. The district shall pay the full cost of the employee only coverage to the same extent provided to the member at the time of retirement, except that employees hired after January 1, 2018 who qualify under Tier 2 benefits to participate in early retiree medical benefits, will receive employee-only coverage up to a cap of \$950.00.

Costs associated with premiums in excess of the cap will be paid by the early retiree.

Said coverage shall cease when any one of the following occur:

15.3.4.1 The former unit member reaches age sixty-five (65); or

15.3.4.2 The former unit member dies or otherwise terminates participation in the program; or

15.3.4.3 The former unit member is employed by another employer who provides paid medical benefits for its employees; or

15.3.4.4 The District's insurance carrier declines to cover the former unit member at the same rate for full-time unit members. The former unit member shall have the option of picking up the difference in cost.

15.3.5 The former unit member shall have the option of paying the premium to cover his/her spouse during the former unit member's participation in this program.

15.3.6 Any retired employee who permanently resides outside of the service area of the District provided medical plans and who is therefore unable to utilize the service of any of the medical plans, may contract for medical insurance available in the geographic location of the unit member's residence and upon his/her request the college district, on proof of insurance, shall contribute an amount up to that which is

specified in Section 15.1.1 herein, or the amount of the individual unit member's insurance premium, whichever is the lesser amount.

15.3.7 Any retired employee who is participating in the cash-in-lieu program shall have the option of enrolling in the district's medical plan prior to retirement in order that he/she may continue to participate in the district's medical plan. The employee must notify the district of his/her intent to retire at a time prior to Open Enrollment of the year preceding retirement. Special arrangements may be made if the employee has to retire due to unforeseen circumstances and is unable to comply with the Open Enrollment period. These situations will be handled on a case-by-case basis.

15.4 Notification of Retirement

15.4.1 A unit member who elects to retire must submit a notice of intention to retire from the District at least sixty (60) calendar days prior to the date the employee retires.

15.5 Flexible Benefit Plan

The District agrees, to the extent legally permissible, to provide a flexible benefit option pursuant to the Internal Revenue Codes Section 125.

ARTICLE 16

LEAVES FOR ILLNESS OR INJURY

16.1 Unit members shall be entitled to leave of absence with pay for illness or injury in accordance with the following:

16.2 Members working five (5) days per week shall be entitled to twelve (12) days sick leave with pay for personal injury or illness for a fiscal year of twelve (12) months of paid service. Sick leave earned but not taken is cumulative from year to year.

16.3 Members employed less than five (5) days per week and twelve (12) months per year shall be entitled to a prorated sick leave accrual.

16.4 Credit for sick leave need not be accrued prior to taking such leave. A new employee, however, shall not be eligible to take more than six (6) days or the proportionate amount to which entitled until the first day of the calendar month immediately succeeding completion of six (6) months of employment.

16.5 After three (3) consecutive days of absence the District may require a statement from the employee's physician or practitioner to verify the absence due to illness or injury. Where reasonable cause exists, an employee may be required to submit proof of any cause for absence. Determination of reasonable cause shall be subject to the grievance process.

16.6 Forms for reporting absence, due to injury or illness, shall be completed by the employee in accordance with District procedures.

16.7 Any classified employee who has been employed for a period of one (1) calendar year or more who accepts a position in another school district within one (1) year of such termination of his/her position shall upon written request have verified to the second district the total amount of earned sick leave for illness or injury to which he/she is entitled.

16.8 Extended Sick Leave: Upon exhaustion of sick leave entitlement at full pay, a regular classified employee shall be eligible to utilize a maximum of one hundred (100) days of extended sick leave subject to the following:

16.8.1 Extended sick leave may be utilized only for a verified serious illness or injury of longer than a twenty (20) workday duration.

16.8.2 The one hundred (100) days entitlement, referred to in 16.8 above, shall be inclusive of any sick leave at full pay utilized for the extended illness or injury.

16.8.3 Extended sick leave shall be compensated at fifty percent (50%) of the unit member's regular rate of pay, from the first day of illness, but only if qualified under 16.8.1 above.

16.8.4 Extended illness leave shall not be cumulative from year to year.

16.8.6 A maximum of one hundred (100) days may be utilized for a single extended illness or injury regardless of intervals between absences. This entitlement may encompass more than one (1) fiscal year.

16.8.7 Benefits provided under extended sick leave shall be coordinated with benefits provided under the short/long term disability plan insurance program.

ARTICLE 17

PERSONAL NECESSITY LEAVE

17.1 Unit members may, with District approval, use up to seven (7) days per year, of their accumulated sick leave for personal necessity. Sick leave for illness or injury, earned in accordance with Article 16 of this Agreement, may be used by the employee, at his/her election, in cases of personal necessity, including any of the following:

17.1.1 Death of an immediate family member, when additional leave is required beyond that provided by Bereavement Leave as defined in Article 19 of this Agreement.

17.1.2 An accident involving employee's person or property, or the person or property of an immediate family member.

17.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

17.1.4 Other personal necessity that demands the employee's presence. Such necessities are restricted to acts of God or circumstances beyond the employee's control, which cannot be covered in the normal course of events. Personal business is not considered a necessity unless there is danger of great personal or property loss without the employee's presence.

ARTICLE 18

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

18.1 All employees are covered by Workers' Compensation Insurance. All injuries, no matter how trivial, must be reported as soon as possible after the occurrence to the supervisor. All absence due to injury or illness arising out of, and in the course of, employment shall be provided for in accordance with 87042 of the Education Code.

18.2 All permanent District employees shall be eligible for industrial accident and illness leave. The number of days of leave allowed for one (1) accident, or the total number of days allowed in one (1) fiscal year for one (1) accident, shall not be for more than sixty (60) working days. A day of leave for purposes of this section shall be defined as a day when the employee would otherwise have been required to perform work for the District.

18.3 Allowable leave of absence as described in this section shall not accumulate from one year to another, except that when an illness or injury occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be 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.

18.4 Industrial accident or illness leave shall commence on the first day of absence. Such leave will be reduced one (1) day for each day of absence when a temporary disability is awarded.

18.5 During this period of absence employees shall receive that portion of their salary which, when added to the temporary disability compensation will not exceed their normal salary. The District shall deduct retirement, income tax and all other authorized deductions from salary payments made under the provisions of this section. Prior to receipt of salary payments made to an employee under the terms of this leave, a copy of the Employer's Report of Industrial Injury must be filed with the Human Resources Department.

18.6 The industrial accident or illness leave of absence is to be used in lieu of sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other

sick leave will then be used. Employees receiving worker's compensation awards shall be entitled to use only so much of their accumulated sick leave, compensatory time off, vacation or other available leave which when added to the worker's compensation award, provide for a full day's wage or salary.

18.7 During all paid leaves of absences as herein described, the employee shall endorse to the District all temporary disability compensation checks received.

18.8 In order to receive benefits under this section, an employee must remain in the State of California unless authorized to travel outside of the state by the District.

18.9 Periods of leave of absence, paid or unpaid, taken under the provisions of this section, shall not be considered a break in service of the employee.

ARTICLE 19

BEREAVEMENT LEAVE

19.1 Bereavement leave with pay at the time of death, up to three (3) days, 24 hours, per occurrence, or five (5) days, 40 hours, if out-of-state travel or travel over 400 miles is required, will be allowed all members of the classified service for death in the immediate family. Members employed less than five (5) days per week and twelve (12) months per year shall be entitled to a prorated bereavement leave amount. "Immediate family" means mother, father, grandmother, grandfather, aunt, uncle, niece, nephew, cousin or grandchild of the employee, or of the spouse or domestic partner of the employee, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household or under the care of the employee. No deduction shall be made from the salary of such employee, nor shall leave be deducted from leave granted under other sections of these regulations or provided by the Governing Board of this District.

ARTICLE 20

JURY DUTY

20.1 Upon notification of jury duty, the employee shall immediately notify his/her supervisor.

20.2 Employees who are called for jury duty shall be granted leave with pay.

20.3 Jury service fees, exclusive of mileage and meal allowances, received by the employee shall be paid over to the District.

20.4 Day Shift: Employees whose scheduled workday ends between 2:00 p.m. and 5:30 p.m. shall return to duty when jury service ends prior to the end of their scheduled workday if there are four (4) hours or more remaining in their shift.

20.5 Swing or Graveyard Shift: Employees whose work shift extends past 5:30 p.m. shall be relieved from their regular duty shift which commences that day with pay when required to serve at least four (4) hours on jury duty, provided the employee calls to notify his/her supervisor of his/her absence at least two (2) hours prior to the commencement of his/her regular shift starting time. Employees serving less than four (4) hours of jury duty in any day shall report to work that day as assigned or upon release from jury duty, whichever is applicable.

20.6 An employee who is absent due to jury duty shall file an absence report with the Human Resources Department in accordance with District procedures and shall include an attendance report from the Court Clerk.

ARTICLE 21

PREGNANCY DISABILITY LEAVE

21.1 Pregnancy disability leave shall be granted to employees under the following conditions:

21.1.1 An expectant employee shall file a statement from her physician/ practitioner indicating the estimated date of disability.

21.1.2 The employee may request an unpaid leave up to four (4) months before the expected date of birth of the child, but may continue to work as long as her health will permit and as certified by her physician/ practitioner.

21.1.3 While an employee is rendering service to the District and is not on leave, any period of actual physical disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, shall be treated as any other physical disability. Physical disability, for the purposes of this Article, shall be defined as a period during which the employee is unable to perform all job-related duties.

21.1.4 Upon termination of the pregnancy, the employee may return to work upon presentation of a certificate from her physician/practitioner indicating that her health is such that she is able to resume her regularly assigned duties.

21.1.5 The period of disability shall be determined by the employee's physician/practitioner. The District may, at its option, obtain other medical opinion. Any period beyond, or in addition to, a period of physical disability, during which the employee wishes to remain away from the job, shall be treated as an unpaid leave of absence, however, the total period of such unpaid leave of absence both before and after the birth of the child shall not exceed five (5) months.

ARTICLE 22

LEAVE OF ABSENCE FOR RETRAINING AND STUDY

- 22.1 The Board, at its sole discretion, may grant an unpaid or paid Professional Development Leave. The Board reserves the right to discontinue the paid Professional Development Leave program at any time if the program becomes financially burdensome and/or conflicts with the district's compliance with Education Code 84362 otherwise referred to as the 50 percent law.
- 22.1.1 The President/Superintendent reserves to right to determine whether the district will accept applications for the Professional Development Leave program in any given year.
- 22.1.2 The President/Superintendent has the right to deny applications for the paid Professional Development Leave at any time.
- 22.1.3 The President/Superintendent will consider the needs of the district including but not limited to: sufficient staffing, budget priorities, institutional needs, instructional needs of the students, or Education Code 84362 when granting a Professional Development leave.
- 22.2 To encourage and enable SEIU employees to enhance their value to the District through furthering their education, upgrading of their job skills, or retraining to keep up with technological or other changes, a Professional Development Leave of Absence is established.
- 22.3 An eligible employee may use the District form to apply for a leave to complete interrupted studies, learn by observing methods used in industry or other educational institutions, or get a substantial start on a goal of better education.
- 22.4 After seven (7) years of continuous service in the District if the leave is for general study, and three years of continuous service in the District if the Leave is for retraining to keep up with technological and other changes; an employee is eligible to apply for such leave for up to one year at fifty percent (50%) of full pay.
- 22.4.1 The compensation shall be paid to the employee while on the leave of absence in the same manner as if the employee is in active working status for the district.
- 22.5 Such a leave shall be taken in separate six-month periods, rather than for a continuous one-year period; provided that the separate periods of the leave of absence shall commence and complete within a three-year period.

- 22.6 Leave shall not be granted for more than two (2) classified employees to be absent on study or retraining leave at any one time. The needs of the district (not seniority) may dictate preference if more than two (2) employees apply for Professional Development Leave.
- 22.7 No more than one (1) study or retraining leave of absence shall be granted to any employee in each five (5) year period.
- 22.8 Prior to consideration, applications for study or retraining leaves require a written submission by the employee of the total study or retraining plan, the institution which will be used by the employee, proof of acceptance in the program, detailed description of the program, courses, etc., a detailed description of the anticipated abilities, skills or knowledge the employee expects to acquire, a statement of how those abilities, skills or knowledge will benefit the District in the employee's future service, and the specific times of leave requested.
- 22.9 Completed applications must be submitted through the immediate supervisor for endorsement and be approved for submission to the Associate Vice President of Human Resources and Training.
- 22.9.1 Applications are to be submitted no later than March 31st each year for leaves to commence during the following fiscal year.
- 22.10 An agreement that the employee agrees as a condition of the leave to render at least two (2) years of service in the employ of the District after completion of the study or retraining leave shall be attached to each request on the approved District form.
- 22.11 Applications endorsed by the immediate supervisor shall be submitted to the Associate Vice President of Human Resources and Training. Applications that are accepted will be recommended to the Board of Trustees by the President.
- 22.12 If the leave is granted the employee must agree in writing with SEIU as a witness to render a minimum of two (2) years of service to the District upon returning from a leave. Any period of service by the employee intervening between the separate leave periods shall count towards the two (2) years of service required.
- 22.13 Failure to render this service will require the employee to refund salary paid during the leave. The obligation to repay shall be exonerated in the event the failure of the employee to return and render two years' service is caused by the death or physical or mental disability of the employee. The obligation to repay will be negotiated if the employee is terminated from service involuntarily.

- 22.14 Upon returning from a leave, the employee shall submit a written report of the activities of the leave to the President/Superintendent, emphasizing the value to the District. The employee is expected to provide the district with an update of his/her progress during the Professional Development period every two (2) months.
- 22.15 Employees granted study or retraining leaves, shall perform services to the District during such leaves as the District may require as a condition of the grant.
- 22.16 During the leave the employee will be entitled to all the benefits afforded to SEIU employees, except that only fifty percent (50%) of service time will be credited by the Public Employees' Retirement System.
- 22.17 Any leave of absence granted under this article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this article.
- 22.18 Employees on study or retraining leave shall not accumulate seniority, or earn or be entitled to use sick leave, vacation, holiday during the leave.
- 22.19 The Board of Trustees, in its sole discretion, and at its sole option, may terminate a study or retraining leave where the employee is deemed to have failed to comply with any requests of the District, or any provisions or conditions under which the leave was granted.
- 22.19.1 The district reserves the right to hire substitute employees to temporarily replace the absent employee in accordance with Education Code 88003.

ARTICLE 23

GENERAL LEAVES

- 23.1 In addition to, and separate and apart from other leave provisions of this Agreement, the District may grant a leave of absence for paid or unpaid leave at any time, for any term, upon application of the employee, and at the sole discretion of the District.
- 23.2 Family Care Leave
- 23.2.1 Unit members who have served more than 12 months with the District, and who have at least 1250 hours of service with the District during the previous 12 month period, may take up to a total of 12 workweeks of leave in any 12 month period for family care leave as defined in Government Code section 12945.2. Pursuant to Government Code section 12945.2, subdivision (e), unit members shall utilize and substitute any accrued time off (paid or unpaid), during the period of family

care leave granted under this section, however, sick leave may only be used by the employee and only for illness or injury of the employee.

23.2.2 Unit members must request the leave at least thirty (30) days before the proposed commencement of the leave, except in cases when the reason for the leave is unforeseeable. In the latter case, unit members must give notice as soon as practicable, ordinarily within one or two working days of when the unit member learns of the need for the leave.

23.2.3 The unit member on family care leave shall notify the District at least two (2) weeks before the estimated return date to confirm that he/she will return on such date. Where no return date has been determined, the unit member will notify the District of the intended return date at least two (2) weeks prior to return.

23.2.4 Certification of Need For Leave

23.2.4.1 In all cases involving the need for leave due to a serious health condition, unit members must provide certification from a health care provider (as defined in Government Code section 12945.2) specifying (1) the date on which the serious health condition commenced, (2) the probable duration of the condition, and (3) an estimate of the amount of time the unit member will require to care for the parent, child, or spouse. This statement shall also include a statement from the health care provider that the unit member's participation to provide care is warranted during the period of treatment of the seriously ill member of the immediate family, as defined in section 19.1.

23.2.4.2 In addition to the information described in section 23.2.4.1 above, certifications accompanying requests for leave due to the employee's own serious health condition shall include a statement from the health care provider that, due to the serious health condition, the employee is unable to perform the function of his/her position.

23.2.5 Time spent on family care leave of absence under this section shall be counted as service time in the District for the purpose of constituting "service credit".

ARTICLE 24

PERSONAL BUSINESS LEAVE

24.1 Personal business leave may be taken from accumulated sick leave with pay in increments of one-half (1/2) hour at the employee's election for such purposes as: medical and

dental appointments for the employee or his/her dependents; to conduct legal or business appointments; to effect emergency automobile or home repairs, etc.

24.2 Employees shall submit requests for personal business leave two (2) days prior to the desired date of leave to his/her immediate supervisor, unless two (2) days prior written request is impossible, which written request shall then be submitted as soon as possible.

24.3 No more than sixteen (16) hours of personal business leave may be taken in any fiscal year, and such leave shall not accumulate from year to year. Periods of personal business leave in excess of sixteen (16) hours in any fiscal year shall be charged against the employee's vacation days or taken on a non-paid status.

ARTICLE 25

VACATION

25.1 Bargaining unit members shall be granted an annual vacation at the regular rate of pay earned at the time the vacation is commenced. For purposes of earning vacation credit a year of employment shall be considered to start on July 1 and end on June 30.

25.2 Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

1 through 4 years - 80 hours

5 through 9 years - 120 hours

10 years and up - 160 hours

25.3 Part-time bargaining unit employees or part-year bargaining unit employees shall be entitled to an exact pro-ration of vacation. The proportion granted shall be the same ratio that the part-time or part-year employee's workday/work year bears to the full-time/full year.

25.4 No vacation leave may be taken during the first six (6) months of employment. Upon completion of the 6-month period vacation may, with the approval of the supervisor, be taken at any time during the school year. Vacation shall become a vested right upon completion of probation.

25.5 If for any reason a bargaining unit member is not permitted to take all or part of his/her annual vacation, the amount not taken shall, at the option of the District, be accumulated for use in the following year or be paid in cash.

25.6 The employee may be granted vacation during the school year, even though not earned at the time vacation is taken. The time during which employees will be granted vacation will be at the discretion of their supervisor.

25.7 The vacation carryover amount will be determined by the employee's years of service as follows:

1 through 4 years - 80 hours

5 through 9 years - 120 hours

10 years and up - 160 hours

Any employee less than one FTE will have their vacation carryover amount prorated.

25.8 Permanent employees will be allowed to interrupt or terminate vacation leave in order to begin another type of paid leave, provided the employee supplies adequate notice and, where appropriate, supporting information regarding the basis for such interruption or termination.

25.9 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greater seniority with the District shall be given his/her preference.

25.10 Upon separation from employment, vacation time earned but not used shall be paid at the regular salary rate of the permanent employee. Vacation used but unearned must be repaid upon separation from the District.

25.11 When a holiday falls during the scheduled vacation of an employee, such employee shall be granted an additional day's vacation for each holiday falling within that period.

ARTICLE 26

DISTRICT PAID FLOATING PERSONAL DAYS

26.1 The District will provide each employee with three District-paid floating personal days each fiscal year, two days to be used for any reason determined by the employee, and one day will be used during the winter holiday break as indicated on the Academic Calendar.

26.2 District-paid floating days may be used in hourly increments.

26.2 The time during which employees will be granted the unassigned day will be at the discretion of their supervisor.

26.3 If the District-paid floating personal days are not used by June 30 (the end of the fiscal year), the days are forfeited and do not carry over to the next fiscal year.

26.4 These personal days are not allowed to be cashed out and will not be charged to Vacation or Sick Leave.

ARTICLE 27

VOLUNTARY TRANSFER

27.1 Definition: A transfer is defined as a change of job site within the same position classification.

27.2 Criteria for Transfer: The following criteria shall be used in consideration of transfer requests:

27.2.1 The needs and efficient operation of the District

27.2.2 The contribution the unit member can make in the new position

27.2.3 The qualifications, including experience and recent training of the unit member, compared to those of other candidates, for both the position to be filled and the position to be vacated

27.2.4 The length and quality of the service rendered to the District by the unit member

27.2.5 The recommendation of the immediate supervisor to whom the unit member is currently responsible and the immediate supervisor where the vacancy exists

27.2.6 The preference of the Unit member

27.2.7 Equal Opportunity Employment Goals of the District

27.3 Unit Member Initiated Transfer Request: Any unit member covered by this Agreement shall have the privilege of requesting a transfer to a job location within the same position classification, subject to the following conditions:

27.3.1 Submission of a request for transfer on the appropriate District form. Properly filed transfer requests shall be given administrative consideration and shall be valid for one (1) year from date submitted to the Human Resources Office.

27.3.2 Filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.

27.3.3 A Unit member may request transfer to a vacancy within his/her classification that represents a longer work schedule, and such requests shall be given priority consideration subject to the criteria section of this Article.

27.3.4 A unit member who requests a transfer to a specific position, shall either be interviewed for the position or shall receive notification of his/her status within ten (10) working days of the date of official Board action relative to the position.

ARTICLE 28

HOLIDAYS

28.1 Scheduled Holidays: The District agrees to provide all employees with the following paid holidays:

Independence Day

Labor Day

Admission Day (or day in lieu of)

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

Day after Christmas

New Year's Eve

New Year's Day

Martin Luther King Day

Lincoln's Day

Washington's Day

Memorial Day

28.2 Additional Holidays: Any day declared by the President or Governor of the State as a day on which schools will be closed, by whatever name, or any day declared a holiday, by whatever name, by the Governing Board, shall be a paid holiday for unit members.

28.3 Every holiday in this Agreement, which falls on a Saturday shall be observed on the preceding workday not a holiday. When a holiday designated by this Agreement falls on a Sunday, the following workday not a holiday shall be deemed to be the holiday. The Union and the District shall meet and negotiate an alternate placement of a holiday as needed.

The operation of this Section shall not cause any employee assigned an alternate workweek of Tuesday through Saturday or Wednesday through Sunday to lose his/her regular holiday. Unit members whose holiday falls on the sixth or seventh day of his/her workweek shall be provided a substitute holiday.

28.4 The Union and the District shall meet and negotiate on the placement of the in lieu of Admission Day for the succeeding school year prior to October 1, only if the District is contemplating using a day other than Admission Day.

The District will provide an additional holiday, Diversity Day. This holiday shall be observed as a floating holiday as per Section 28.5.

28.5 Floating Holiday – Floating holidays can only be taken as a whole day and not in increments within a fiscal year. This day shall be counted as eight (8) hours and prorated as per the employee's FTE. The holiday shall be scheduled on a day selected by the unit member, after review of their supervisor to ensure that the date selected will not adversely affect the operation of the District. If the Supervisor denies the request, due to operational needs, the employee may request a meeting with HR in order to discuss the request.

ARTICLE 29

SAFETY

29.1 The District will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the member, as required by law.

29.2 All members in the course of their regularly assigned duties shall report unsafe working conditions that are violations of law to their immediate supervisor.

29.3 All alleged violations of safety law shall be remedied through the contract grievance procedure before the parties resort to outside agencies.

29.4 Prescription Safety Protective Eyeglasses: On proof of purchase, the District will reimburse employees in the SEIU membership up to an amount not to exceed \$200.00 for OSHA approved safety prescription protective eyeglasses, with industrial frames and side shields. The member is entitled to one reimbursement for any two fiscal/school year period (July 1 - June 30). In no event shall the District's total contribution for all appropriate positions exceed \$2,000 for the two (2) fiscal year period. The employee shall furnish the prescription. Employees whose job require OSHA Personal Protective Equipment (PPE) be worn and must wear prescription

glasses to perform their work duties are eligible for this benefit. The supervisor must approve the purchase. The employee should submit receipts to his/her supervisor for reimbursement.

In all other instances, employees shall nonetheless conform to safety standards whenever protective eyewear is reasonably required to prevent injury and to conform to the laws and regulations of the State of California.

ARTICLE 30

MANAGEMENT RIGHTS

30.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work as legally allowed under the Education and Government codes; and take action on any matter in the event of an emergency. In addition, the District retains the rights to hire, assign, evaluate, promote, terminate and discipline employees. In exercising its rights to separate, layoff, reappoint, demote, suspend and or dismiss for cause a member(s) of the bargaining unit, the District shall comply fully with the requirements of the Education Code.

30.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices 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, and then only to the extent such specific and express terms are in conformance with law.

30.3 The District retains its right to amend, modify or rescind policies and practices covered in this Agreement in emergency circumstances arising from unforeseen events or an act of God. Such changes, if any, will remain in effect only for the duration of the emergency.

30.4 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

30.5 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above, described rights of the District is not subject to the grievance

provisions set forth in this Agreement unless such dispute is otherwise grievable under another article of the Agreement.

ARTICLE 31

TERM AND RENEGOTIATION

31.1 Except as may otherwise be provided, this Agreement will become effective on the first (1st) day of the month following the date of ratification by the Board of Trustees and shall remain in full force and effect through June 30, 2017, and from year to year thereafter unless either party submits appropriate notice to amend or modify for a future term.

31.2 The party proposing to amend or modify this Agreement for a subsequent term shall submit written notice of such intent not later than the 31st day of March preceding the expiration date of the Agreement. Included with such written notice will be one (1) complete copy of all proposed modifications.

31.3 The receiving party shall have not more than thirty, (30) calendar days to prepare and submit one (1) complete copy of its proposals to the initiating party.

31.4 Upon completion of public notice requirements of the Public Employment Relations Act, negotiations will commence at a time and location mutually acceptable to the parties.

31.5 Not later than the 31st day of March preceding the school year, the Union shall submit its proposals for modification relative to Article 14 -- Pay and Allowances Section 14.1; and Article 15 -- Health and Welfare Benefits and two articles of its choice. The District will, not later than thirty (30) days after the Union submission, present its proposals relative to Article 14, and Article 15 and two articles of its choice. Requirements contained in 31.2, 31.3, and 31.4 will apply to these negotiations.

ARTICLE 32

EFFECT OF AGREEMENT

32.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

ARTICLE 33

MAINTENANCE OF OPERATIONS

33.1 During the life of this contract, it is agreed and understood that there will be no strike, sickout, work stoppage, slowdown, picketing, except as protected by the First Amendment of the Constitution, or refusal, or failure to fully and faithfully perform job functions and

responsibilities, or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

33.2 The Union recognizes the duty and obligations of its representative to comply with the provisions of this Agreement and to make every effort toward including all employees to do so. In the event of a strike, sick out, work stoppage, slowdown or other interference with the operations of the District by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.

33.3 It is agreed and understood that any employees violating this Article may be subject to discipline, up to and including termination by the District.

33.4 It is understood that in the event Section 33.1 and/or 33.2 is violated the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement from any employee and/or the Union.

33.5 The District agrees that during the life of this contract there will be no lockouts of employees of the bargaining unit provided that said employees and the Union adhere fully and faithfully with Sections 33.1 and 33.2 above.

33.6 Any action, which may be taken by the District or the Union under this Article shall not be inconsistent with applicable state or federal law.

ARTICLE 34

PAST PRACTICES

34.1 Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.

34.2 Parties agree that past practices, standards, obligations and commitments of the Board to its employees relating to this contract are rejected mutually as a condition of entering into this Agreement, except as they are expressly stated herein.

ARTICLE 35

FULL AGREEMENT

35.1 It is understood this Agreement represents a complete and final understanding on all negotiable issues between the District and Local 1021. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the District and Local 1021 except as specifically referred to in this Agreement. The parties for the term of this Agreement, voluntarily agree to waive the obligation to negotiate with respect to any practice, subject or

matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. This Agreement may be altered, added to, omitted from, or modified only by mutual consent of the Parties signatory to this Agreement.

ARTICLE 36

SEVERABILITY AND SAVINGS

36.1 If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, is held invalid by a court of competent jurisdiction, such provision shall be inoperative to the extent ruled invalid, but all other provisions shall not be affected thereby and shall continue in full force and effect.

36.2 In the event of invalidation, as described in 36.1, of any Article or Section of this Agreement, the parties agree to negotiate within thirty (30) days after each determination for the purpose of arriving at a mutually agreeable resolution to the invalidated or statutorily changed section.

ARTICLE 37

PROFESSIONAL GROWTH AND DEVELOPMENT

Professional Growth and Development: Members of the bargaining unit shall be provided an opportunity to participate in a Professional Growth and Development Program. The Program offers the following choices for tuition reimbursement and/or tuition fee waiver:

The Program's full criteria and guidelines are specified in [Appendix C](#).

- 37.1.1. Ohlone Enrollment Fee Waiver Program (EFWP) – The EFWP waives enrollment fees for credit courses taken through Ohlone College with the following guidelines*:
 - 37.1.1.1 All permanent employees are eligible to participate in the EFWP.
 - 37.1.1.2 The EFWP allows for a lifetime maximum of seventy (70) credit units per eligible participant. The number of units shall be pro-rated based on the employee's FTE. The Fee Waiver amount is not pro-rated.
 - 37.1.1.3 The enrollment fee covered by this section is the per unit fee for credit classes only. The EFWP does not waive any other fees associated with enrollment, such as the Health, Student Activities, Student representation, or other fees.

37.1.1.4 Employees shall submit the Enrollment Fee Waiver Form to the Human Resources Department prior to enrollment for each semester.

* The Ohlone Enrollment Fee Waiver Program is - available for employee's dependents. Eligibility and enrollment requirements for dependents are outlined through the Human Resources Department.

37.1.2 Tuition Reimbursement – The tuition reimbursement program provides reimbursement for the cost of courses from accredited institutions with the following guidelines:

37.1.2.1 Courses must be from accredited institutions and submitted to the District for approval. Approval is based on the criteria in Appendix C.

37.1.2.2 Participants shall be selected on a first-come, first-served basis in accordance with the submittal date to Human Resources on the application form. Eligibility is based on the criteria in Appendix C.

37.1.2.3 The District shall fund a minimum of eight (8) unit members for participation per semester. The District may fund additional unit members depending on available resources.

37.1.2.4 A unit member shall be reimbursed up to six (6) units at the maximum rate of the current California Community College Resident rate per unit. Reimbursement is upon course completion, providing the unit member submits proof of course completion and attains a course grade of C (equivalent to 2.0) or better.

* The Ohlone Tuition Reimbursement program is not available for employee's dependents.

37.2 Tuition Reimbursement Program - Release Time

37.2.1 A maximum of up to three (3) unit members will be authorized release time in any one (1) semester. A combined maximum of three hundred (300) hours of release time per year may be utilized for this purpose. Release time will be granted for Ohlone College courses only.

37.2.2 No unit member will be authorized more than the release time of one class, including the lab component.

37.3 Reimbursement for Other Professional Growth Expenses

A unit member may be reimbursed for books for participation in either the EFWP or the Tuition Reimbursement Program, as follows:

- 37.3.1 A unit member shall be reimbursed for District-approved required course books cost up to a maximum of \$300.00 per course upon course completion providing the unit member submits proof of purchase and the unit member attains a course grade of C (equivalent to 2.0) or better. A maximum of six thousand dollars (\$6,000) will be available to be utilized for reimbursement of district-approved required course books per fiscal year.
- 37.3.2 Any and all reimbursement must be requested by the Unit member from the District within 60 calendar days from issuance of the course grade.
- 37.3.3. The Ohlone reimbursement program for books is available for employees only and do not include dependents.

Recertification for Campus Police Services:

Release time will be granted to Campus Safety Officers who meet CA POST requirements and enroll in a POST re-qualification course. A typical re-qualification course is approximately 136 hours. A Campus Safety Officer must get prior approval by the Chief/District before enrolling in the POST re-qualification course. Release time is no guaranteed and will be based solely on the discretion of the District. This release time is in addition to the release time described in 37.2

37.4 Professional Development Program (PDP)

- 37.4.1 Employees may have the opportunity to apply for certain temporary assignments, such as short-term, substitute, pilot or special projects as part of a PDP. The District will determine which positions are eligible for the PDP. The District may discuss the opportunity in the Employee-Employer Relations Committee (EERC) before deciding whether the opportunity is eligible for PDP.
- 37.4.2 Once determined that a temporary assignment is eligible for PDP, the District may announce the PDP and interested employees may then respond to the announcement.
- 37.4.3 Criteria for selection may be based on education, experience, references and/or recommendations, two (2) years of satisfactory performance evaluations, and demonstrated required skills that are appropriate for the job. If employees who apply for a PDP are unsuccessful the employee(s) may request a meeting with Human Resources to discuss the reason for the decision.

37.4.4 Employees selected to participate in a PDP shall be placed on a leave of absence from their permanent position during the assignment. This leave of absence shall not be considered a break in service for purposes of seniority. The employee shall not gain seniority in the classification of the PDP.

37.4.5 Participation in PDP are for employees seeking an opportunity to learn new skills and experience in the same, lower or higher classification. The rate of pay for the PDP shall be determined by the District. If the PDP is in a higher classification, the employee will be placed the first step of the range of the higher classification that is at least 5% more than the employee's then current pay. - If substituting in a lower classification the employee's pay shall remain the same as currently being paid in his/her regular classification.

37.5 Leave of Absence for Retraining and Study

37.5.1 The Board, at its sole discretion, may grant an unpaid or paid Professional Development Leave. The Board reserves the right to discontinue the paid Professional Development Leave program at any time if the program becomes financially burdensome and/or conflicts with the district's compliance with Education Code 84362 otherwise referred to as the 50 percent law.

37.5.2 The President/Superintendent reserves the right to determine whether the district will accept applications for the Professional Development Leave program in any given year.

37.5.3 The President/Superintendent has the right to deny applications for the paid Professional Development Leave at any time.

37.5.4 The President/Superintendent will consider the needs of the district including but not limited to: sufficient staffing, budget priorities, institutional needs, instructional needs of the students, or Education Code 84362 when granting a Professional Development leave.

37.5.5 To encourage and enable SEIU employees to enhance their value to the District through furthering their education, upgrading of their job skills, or retraining to keep up with technological or other changes, a Professional Development Leave of Absence is established.

37.5.6 An eligible employee may use the District form to apply for a leave to complete interrupted studies, learn by observing methods used in industry or other educational institutions, or get a substantial start on a goal of better education.

37.5.7 After seven (7) years of continuous service in the District if the leave is for general study, and three years of continuous service in the District if the Leave is for retraining to keep up with technological and other changes; an employee is

eligible to apply for such leave for up to one year at fifty percent (50%) of full pay.

- 37.5.8 The compensation shall be paid to the employee while on the leave of absence in the same manner as if the employee is in active working status for the district.
- 37.5.9 Such a leave shall be taken in separate six-month periods, rather than for a continuous one-year period; provided that the separate periods of the leave of absence shall commence and complete within a three-year period.
- 37.5.10 Leave shall not be granted for more than two (2) classified employees to be absent on study or retraining leave at any one time. The needs of the district (not seniority) may dictate preference if more than two (2) employees apply for Professional Development Leave.
- 37.5.11 No more than one (1) study or retraining leave of absence shall be granted to any employee in each five (5) year period.
- 37.5.12 Prior to consideration, applications for study or retraining leaves require a written submission by the employee of the total study or retraining plan, the institution which will be used by the employee, proof of acceptance in the program, detailed description of the program, courses, etc., a detailed description of the anticipated abilities, skills or knowledge the employee expects to acquire, a statement of how those abilities, skills or knowledge will benefit the District in the employee's future service, and the specific times of leave requested.
- 37.5.13 Completed applications must be submitted through the immediate supervisor for endorsement and be approved for submission to the Associate Vice President of Human Resources and Training.
- 37.5.14 Applications are to be submitted no later than March 31st each year for leaves to commence during the following fiscal year.
- 37.5.15 An agreement that the employee agrees as a condition of the leave to render at least two (2) years of service in the employ of the District after completion of the study or retraining leave shall be attached to each request on the approved District form.
- 37.5.16 Applications endorsed by the immediate supervisor shall be submitted to the Associate Vice President of Human Resources and Training. Applications that are accepted will be recommended to the Board of Trustees by the President.
- 37.5.17 If the leave is granted the employee must agree in writing with SEIU as a witness to render a minimum of two (2) years of service to the District upon returning from a leave. Any period of service by the employee intervening between the separate leave periods shall count towards the two (2) years of service required.

- 37.5.18 Failure to render this service will require the employee to refund salary paid during the leave. The obligation to repay shall be exonerated in the event the failure of the employee to return and render two years' service is caused by the death or physical or mental disability of the employee. The obligation to repay will be negotiated if the employee is terminated from service involuntarily.
- 37.5.19 Upon returning from a leave, the employee shall submit a written report of the activities of the leave to the President/Superintendent, emphasizing the value to the District. The employee is expected to provide the district with an update of his/her progress during the Professional Development period every two (2) months.
- 37.5.20 Employees granted study or retraining leaves, shall perform services to the District during such leaves as the District may require as a condition of the grant.
- 37.5.21 During the leave the employee will be entitled to all the benefits afforded to SEIU employees, except that only fifty percent (50%) of service time will be credited by the Public Employees' Retirement System.
- 37.5.22 Any leave of absence granted under this article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this article.
- 37.5.23 Employees on study or retraining leave shall not accumulate seniority, or earn or be entitled to use sick leave, vacation, holiday during the leave.
- 37.5.24 The Board of Trustees, in its sole discretion, and at its sole option, may terminate a study or retraining leave where the employee is deemed to have failed to comply with any requests of the District, or any provisions or conditions under which the leave was granted.
- 37.5.25 The district reserves the right to hire substitute employees to temporarily replace the absent employee in accordance with Education Code 88003.

ARTICLE 38

TERM OF AGREEMENT

July 1, 2017- June 30, 2020

Except as may otherwise be provided, this Agreement will become effective on the first (1st) day of the month following the date of ratification by the Board of Trustees and shall remain in full force and effect through June 30, 2020, and from year to year thereafter unless either party submits appropriate notice to amend or modify for a future term.

38.1 Term of Agreement

This agreement shall remain in full force and effect from July 1, 2017 up to and including June 30, 2020. Thereafter, it shall continue in effect automatically until ratification of a binding written agreement by the parties which supersedes this Agreement.

38.2 Reopeners

For 2018-2019 and 2019-2020 negotiations, the reopeners shall be two articles of each party's choosing and any proposed changes to salary schedule or health and welfare benefits.

The parties agree to submit initial proposals for a successor contract by March 15 each year for sunshining at the next Board Meeting. Initial proposals for reopeners during the 3-year term of the contract shall be completed by May 1, of that year, for sunshining at the June Board meeting. Negotiations shall commence as soon as possible after the Board has sunshined the proposal.

Initial proposals shall be received no later than the 1st day of March each year.

EXHIBIT A
OHLONE COLLEGE

APPROVED LIST OF CLASSES AND SALARY RANGES (effective 7/1/2017)

SEIU EMPLOYEES CLASSIFICATION STRUCTURE		
CLASSIFICATION TITLE	CLASSIFICATION CATEGORY	SALARY RANGE
CAMPUS POLICE OFFICER	NON-EXEMPT	49
LEAD CAMPUS SAFETY OFFICER	NON-EXEMPT	45
CAMPUS SAFETY OFFICER II	NON-EXEMPT	42
CAMPUS SAFETY OFFICER I	NON-EXEMPT	39
LEAD MAINTENANCE MECHANIC	NON-EXEMPT	50
MAINTENANCE MECHANIC II*	NON-EXEMPT	46
MAINTENANCE MECHANIC I	NON-EXEMPT	38
MAINTENANCE MECHANIC AID	NON-EXEMPT	34
ATHLETICS TECHNICIAN	NON-EXEMPT	35
WAREHOUSE WORKER	NON-EXEMPT	34
LEAD CUSTODIAN	NON-EXEMPT	32
LEAD GROUNDS MAINTENANCE WORKER	NON-EXEMPT	32
GROUNDS MAINTENANCE WORKER**	NON-EXEMPT	29
CUSTODIAN	NON-EXEMPT	26

Effective July 1, 2017

*2 EEs grandpersoned in the Maint Mech II position

**1EE grandpersoned in the Grounds Maint Wrk position

*OLD CLASSIFICATIONS AND SALARY RANGES – PRE 2015 CLASS STUDY
AND TITLE CHANGE
AS OF JULY 1, 2017

CAMPUS POLICE SERIES

Police Officer (Campus Police Officer - 49) 49
Senior Safety Officer (Lead Campus Safety Officer - 45) 33
Safety Officer II (Campus Safety Officer II - 42) 30
Safety Officer I (Campus Safety Officer I - 39) 27

PE/ATHLETIC SERIES

Athletics Technician (Athletics Technician - 35) 28

MAINTENANCE SERIES

Sr. Fac Maint Mechanic (Lead Skilled Maint Wrk- 49) (Lead Maint Mech - 50) 50
Facility Maint Mechanic II (Skilled Maint Worker - 42)(Maint Mech II - 46)47
Facility Maintenance Mechanic I (Maint. Worker – 38) (Maint Mech I- 38)38
Maintenance Aide (Maint. Aide - 34) 34

GROUNDS SERIES

Gardener/Groundskeeper IV-Lead (Lead Grounds Maint. Worker- 32)32
Gardener/Groundskeeper III (Grounds Maint. Worker -29) 29
Gardener/Groundskeeper II (Grounds Maint. Worker -29) 28
Gardener/Groundskeeper I (Grounds Maint. Worker -29) 26

CUSTODIAL SERIES

Lead Custodian (Lead Custodian - 32) 32
Custodian (Custodian -26) 26

WAREHOUSE SERIES

Warehousekeeper (Warehouse Worker 34) 28

EXHIBIT B

OHLONE COLLEGE

OHLONE COMMUNITY COLLEGE DISTRICT

SERVICE EMPLOYEES INTERNATIONAL UNION

SALARY SCHEDULE

ANNUAL

EFFECTIVE JANUARY 1, 2017

Range No.	AA	A	B	C	D	E	Range No.	AA	A	B	C	D	E
1	20,904	21,949	23,047	24,199	25,409	26,679	27	38,388	40,307	42,323	44,439	46,661	48,994
2	21,420	22,491	23,616	24,796	26,036	27,338	28	39,444	41,416	43,487	45,661	47,944	50,342
3	21,876	22,970	24,118	25,324	26,590	27,920	29	40,296	42,311	44,426	46,648	48,980	51,429
4	22,452	23,575	24,753	25,991	27,291	28,655	30	41,328	43,394	45,564	47,842	50,234	52,746
5	22,908	24,053	25,256	26,519	27,845	29,237	31	42,228	44,339	46,556	48,884	51,328	53,895
6	23,436	24,608	25,838	27,130	28,487	29,911	32	43,356	45,524	47,800	50,190	52,699	55,334
7	23,988	25,187	26,447	27,769	29,158	30,615	33	44,280	46,494	48,819	51,260	53,823	56,514
8	24,612	25,843	27,135	28,491	29,916	31,412	34	45,444	47,716	50,102	52,607	55,237	57,999
9	25,176	26,435	27,757	29,144	30,602	32,132	35	46,512	48,838	51,279	53,843	56,536	59,362
10	25,752	27,040	28,392	29,811	31,302	32,867	36	47,664	50,047	52,550	55,177	57,936	60,833
11	26,364	27,682	29,066	30,520	32,046	33,648	37	48,792	51,232	53,793	56,483	59,307	62,272
12	27,000	28,350	29,768	31,256	32,819	34,460	38	50,016	52,517	55,143	57,900	60,795	63,834
13	27,648	29,030	30,482	32,006	33,606	35,287	39	51,204	53,764	56,452	59,275	62,239	65,351
14	28,284	29,698	31,183	32,742	34,379	36,098	40	52,488	55,112	57,868	60,761	63,799	66,989
15	29,016	30,467	31,990	33,590	35,269	37,033	41	53,664	56,347	59,165	62,123	65,229	68,490
16	29,640	31,122	32,678	34,312	36,028	37,829	42	55,044	57,796	60,686	63,720	66,906	70,252
17	30,372	31,891	33,485	35,159	36,917	38,763	43	56,328	59,144	62,102	65,207	68,467	71,890
18	31,116	32,672	34,305	36,021	37,822	39,713	44	57,780	60,669	63,702	66,888	70,232	73,744
19	31,836	33,428	35,099	36,854	38,697	40,632	45	59,064	62,017	65,118	68,374	71,793	75,382
20	32,580	34,209	35,919	37,715	39,601	41,581	46	60,564	63,592	66,772	70,110	73,616	77,297
21	33,324	34,990	36,740	38,577	40,506	42,531	47	62,016	65,117	68,373	71,791	75,381	79,150
22	34,152	35,860	37,653	39,535	41,512	43,588	48	63,540	66,717	70,053	73,555	77,233	81,095
23	34,968	36,716	38,552	40,480	42,504	44,629	49	64,944	68,191	71,601	75,181	78,940	82,887
24	35,868	37,661	39,544	41,522	43,598	45,778	50	66,732	70,069	73,572	77,251	81,113	85,169
25	36,624	38,455	40,378	42,397	44,517	46,743	51	68,208	71,618	75,199	78,959	82,907	87,053
26	37,620	39,501	41,476	43,550	45,727	48,014	52	69,948	73,445	77,118	80,974	85,022	89,273

EXHIBIT C-1

PROFESSIONAL GROWTH AND DEVELOPMENT PROGRAM Tuition and Book Reimbursement Application Guidelines

SEIU LOCAL 1021, (Reference Article 37)

APPLICATION GUIDELINES

CRITERIA:

1. Must be an employee of the District for at least one year.
2. The requested class must be "job related".
3. Priority will be given to requests that have a positive impact on the employee's current position.
4. Must attain a course grade of C.
5. Courses must be taken for credit/grade (no auditing).
6. Late applications will be considered on a case by case basis and approval is not guaranteed.
7. Courses must be from accredited institutions.

* A maximum of 8 unit members in any one semester may participate, within which a maximum of up to three (3) unit members will be authorized release time in any one (1) semester. Release time is granted for Ohlone courses only.

GUIDELINES:

An employee applying for TBRP, must fill out a Tuition and Book Reimbursement Application form and submit it to his/her supervisor for approval. After Supervisor approval, the employee will submit the application to the SEIU Executive Board for verification of eligibility and record keeping. It is the responsibility of the employee to ensure that the application is forwarded from the SEIU Executive Board on to the Human Resources Office for final approval.

Applications accepted by the Human Resources department no later than 30 days before the start of the term in which the class will be held.

If the Supervisor denies the application, the employee should forward the unapproved request form to the SEIU Executive Board and Human Resources for resolution.

The Human Resources Office will notify employees of the status for their request within five (5) days of receipt.

If the application is denied at the Human Resources level, the employee has one week to appeal. The appeal board will consist jointly of a SEIU Executive Board representative and a Human Resources representative.

REIMBURSEMENT PROCESS:

Upon completion of the course, with proof of a grade of 'C' or better, the employee will complete and submit the "Tuition and Books Reimbursement" form to Human Resources.

OHLONE COLLEGE
TUITION AND BOOK REIMBURSEMENT PROGRAM (TRP) APPLICATION FORM

Employee's Name: _____ Department: _____

Name of Institution you are planning to attend:

Course No./Section/Title: _____

Semester/Duration of Course: _____ Time: _____ Day(s): _____

Total Hours of Course: _____

Course Justification (refer to criteria): (attach additional sheet)

Check all that apply:

In accordance with the agreement between the District and SEIU Local 1021 (in Article 37), I request:

- Release time of no more than one lecture class and lab component. *Release time will be granted for Ohlone College courses only.*
- Reimbursement of tuition of any District-approved course up to a maximum of the current California Community College Resident rate per unit up to six (6) units.
- Reimbursement of approved course book costs up to a maximum of \$300.00 per course, providing submission of proof of course completion and attainment of a grade of "C" or better.
- I have been an employee of the District for at least one year.

Employee's Signature/Date:

Supervisor's Signature/Date:

_____ Approved Denied
Human Resources Office Signature/Date

NOTE: IF REQUEST IS DENIED, AN EXPLANATION MUST BE ATTACHED.

OR HUMAN RESOURCES OFFICE USE ONLY

Number of Employees Currently Participating: _____ (no more than 8 unit members in any one semester may participate, within which a maximum of up to three (3) unit members will be authorized release time in any one (1) semester.)

Number of Hours of release time of participating employees (not to exceed 300 total) _____

cc: Employee, SEIU President, Supervisor, Human Resources

EXHIBIT C-2

TUITION AND BOOKS REIMBURSEMENT FORM

SEIU

In accordance with Article 37, Professional Growth and Development, of the Agreement between Ohlone Community College District and SEIU Local 1021, reimbursement for the following is requested:

ENROLLMENT FEE for:

Institution: _____

Course No./Section/Title: _____

Taken: _____ (Semester) 20____

Amount Requested: _____ (Maximum current California Community College Resident rate per unit for up to six (6) units)

(Attach Proof of Course Completion and Grade)

Approved Course Book(s):

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Books: \$ _____

Total Reimbursement (Maximum \$300.00): \$ _____

(Attach Proof of Purchase – itemized sales receipt)

I hereby certify that the above requested reimbursement is an accurate statement of the expenditures incurred.

Employee Signature

Employee Name

Date

Street Address

Employee ID

City, State, Zip Code

I hereby certify that the above individual is eligible for reimbursement pursuant to Article 37 of the agreement between the District and SEIU LOCAL 1021.

Date

Human Resources Designee

Budget Account Code

Authorized Signature

Original and receipts: Accounts Payable

Copy: Human Resources and Employee

Revised: 9/2017

EXHIBITS

Note during 2018-19 Negotiations incorporate these into the actual agreement

- EXHIBIT D LETTER OF AGREEMENT REGARDING HOURLY STAFF
- EXHIBIT E LETTER OF AGREEMENT REGARDING CONTRACTING OUT.
- EXHIBIT F MOU REGARDING DISPLACEMENT

MOU's Calendar 2011

1. MOU Window Cleaning