

CONTRACT AGREEMENT  
BETWEEN THE  
COMPTON COMMUNITY COLLEGE DISTRICT  
AND THE  
COMPTON COMMUNITY COLLEGE  
FEDERATION OF CLASSIFIED EMPLOYEES

LOCAL 3486  
CFT/AFT/AFL-CIO

July 01, 2009 through June 30, 2012

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## **ARTICLE I: RECOGNITION**

1. The Board of Trustees of the Compton Community College District, hereinafter referred to as the “District,” hereby recognizes the Compton Community College Federation of Employees, Local No. 3486 AFT, AFL/CIO, hereinafter referred to as the “Federation,” as the sole and exclusive representative of those probationary and permanent members of the classified service as reflected in the Classified Employees Salary Schedule, Appendix A.
2. Classified service shall be defined as all employees in positions in the jurisdiction of the Governing Board or Commission except those which are exempt from the classified service. Exempt from the classified service shall be positions which require certificated qualifications, part-time playground positions, full-time students of the District employed part-time, part-time students of the District employed part-time in any college work-study program or in a work experience program conducted by community colleges, or positions established for the employment of professional experts, and all other positions which are made exempt from the classified service pursuant to the Education Code and Law.
3. Provisional employees shall be hired and employed in accordance with the Rules and Regulations of the Classified Service and law.
4. Employees that meet the criteria for management, confidential, or supervisory employees shall be excluded from the bargaining unit. The classified employees' salary schedule, Appendix A, shall be amended to include any employee(s) that are not properly designated as a management, confidential, or supervisory employee. Management, confidential, or supervisory employees shall be defined in accordance with the EERA and law.
5. Newly created positions, except those designated as management, confidential, supervisory, or those exempt from the classified service shall be included in the bargaining unit.
6. No person shall be retained in an exempt position if such person does not meet the requirements of the exempt position, unless the District is required by law to retain the person in such exempt position.
7. Upon written notification to the CEO by the President of the Federation of the Federation’s belief that a person is holding an exempt position without meeting the qualifications for the position, the District shall within twenty (20) working days determine whether the employee(s), in its opinion, meets the requirement of the exempt position and notify the Federation of its determination in writing.
8. If in the District’s opinion the employee does not meet the requirements of the position, the District shall within fifteen (15) days plus the period required by law to terminate such employment, either require the employee to comply with the requirements of such position, or terminate such employees unless the District is required by law to retain the person in such exempt position.

## **ARTICLE II: EMPLOYEE RIGHTS**

### **A. Personnel Files**

1. The personnel file of each classified employee shall be maintained in the District's Human Resources Department.
2. Adverse action shall be taken against an employee based only upon materials which are in the employee's personnel file, except in circumstances when immediate remedy is necessary.
3. A classified employee, and his/her representative, with written consent, shall have the right to inspect materials in the employee's personnel file upon request at any reasonable time during the hours the Human Resources Department is open.
4. The personnel file shall not include ratings, reports, or records which:
  - a. were obtained prior to the employment of the unit members
  - b. were prepared by identifiable examination committee members
  - c. were obtained in connection with a promotional examination
5. If inspection is to be made at a time when the employee is required to render service to the District, the employee shall notify his/her supervisor and shall have access to the file at a time that is least disruptive to the ongoing workload of the department in which the employee works.
6. Before any document is placed in a bargaining unit member's personnel file, the unit member will be notified in writing and will receive a copy of said document and of the District's intent to place same in that member's personnel file.
7. The member shall have ten (10) working days from the date the notice is postmarked in which to respond. The member's response shall be attached to the derogatory document and shall be a part of the member's personnel file.

### **B. Uniforms**

1. The District may require a member of the bargaining unit to wear a distinctive uniform. The cost of the purchase, lease, or rental, and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the District shall be borne by the District.

### **C. Tools and Equipment**

1. A member of the bargaining unit shall not be required to furnish particular tools or pieces of equipment as a condition of employment.

## **ARTICLE III: DISTRICT RIGHTS**

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control District affairs to the full extent of the law. Included, but not limited in those duties and powers, are the exclusive right to: determine its organization, direct the work of its employees, lay off employees as provided by law, determine the kinds and levels of service to be provided and the methods and means of providing them, establish educational opportunities for students, regulate student conduct, determine staffing patterns, determine the number and kinds of personnel required, maintain the efficiency of District operations; determine the curriculum, build, move or modify facilities; establish budget procedures and determine budgetary allocations, determine the methods of raising revenue, retain independent contractors (within legal limitations); determine the time and hours of operations subject to prior negotiations except as provided by law or this Agreement, and take action in the event of an emergency. An emergency shall be defined as a natural or man-made disaster, or imminent disaster, which imperils or threatens to imperil the personnel or property of the District, such as fire, flood, earthquake, riot, bomb threat, or nuclear fallout or holocaust.
2. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees. The exercise of the foregoing powers, rights, authority, duties, and responsibility of 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 unless otherwise provided by law.

## **ARTICLE IV: FEDERATION RIGHTS**

1. The Federation shall have the right to distribute organizational materials on District property. The distribution of organizational materials shall take place in such a manner that employees are not distracted from performing their duties and in a manner that is not disruptive to the teaching process.
2. The Federation shall have the right to use without charge the institutional bulletin boards, mailboxes, and the District mail system. The Federation communications placed in staff mailboxes shall bear the name of the Federation and the date of distribution. Only those communications officially authorized by the Federation President or his/her designee shall be placed in staff mailboxes. A copy of each communication shall be provided to the Center CEO.
3. The Federation shall have the right of access during non-work time to areas in which employees work, provided such access does not interfere with District operations or unit member work. Federation representatives may engage in recruiting activities on District property provided they do not interfere with employees during work time. Federation representatives shall inform the Human Resources Department before a visit to the Center. The Federation shall provide the District with names of representatives authorized to discuss organizational matters with District employees.
4. Upon advance request, and depending upon availability, the Federation will be granted without cost the use of District facilities, audio-visual equipment, and duplicating equipment in connection therewith, The Federation shall reimburse the District, at District cost, for all material expended.
5. Upon request, the Federation shall be provided with District reports and data when they are available to the public.
6. The Federation shall be supplied with a seniority roster of all bargaining unit members annually on August 1<sup>st</sup>.
7. The District shall provide without cost a copy of the Agreement to each member of the bargaining unit within thirty (30) days of ratification of this Agreement. An additional thirty (30) copies will be supplied upon request without cost.
8. The Federation President or his/her designee shall be granted thirty percent (30%) of his/her regular assignment as release time without loss of pay or benefits for any activities related to Federation business.
9. The Federation Grievance Officer shall be granted twenty percent (20%) of his/her regular assignment as release time without loss of pay or benefits, to research and process any grievance for a bargaining unit member. This time must be scheduled with his or her immediate supervisor to be taken only as needed.

10. Upon request, the District agrees to provide members of the Executive Board who represent the Union with a list of name(s) of all new probationary hires within the unit and the positions and programs to which they are assigned within thirty (30) calendar days of assignment.

## ARTICLE V: ORGANIZATIONAL SECURITY

The District and the Federation mutually agree to the following conditions regarding organizational security:

1. After notification of union dues to all classified employees, the District will deduct from the wages of current permanent unit members and pay to CCCFE the normal and regular monthly membership due. All deductions should be delivered to CCCFE in 15 days after the deduction is made.
2. The District will deduct amounts equivalent to CCCFE dues for all members of the unit who are not members of the Federation as provided herein.
3. Employees hired after the signing of this Agreement shall, within thirty (30) days of their employment, apply for membership or execute an authorization of dues deduction on a form provided by the Federation or in the alternative, the District shall deduct from the wages of employees not applying for membership a service fee equivalent to the normal and regular monthly CCCFE dues.
4. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall apply to the Federation for exemption to Sections 1, 2, or 3 above. If the exemption is agreed upon by the Federation, the unit member will be required, in lieu of a service fee, to pay sums equal to such service fee either to a nonreligious, non-labor organization, or charitable fund exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code, chosen by the unit member. The Federation requires that proof of such payments be made on an annual basis to the District and the Federation as a condition of continued exemption from the requirement of paying a service fee.
5. Any employee may pay service fees directly to the Federation in lieu of having service fees deducted from his/her wages. In such case, the Federation shall notify the District of compliance with this article.
6. In the event that an employee fails to make arrangements with the Federation for the direct payment of service fees, the District will deduct service fees until such time as the Federation notifies the District that arrangements have been made for payment of such fees.
7. The District is required to implement a program that will supply the Federation with monthly lists of all unit members, which indicate their membership and service fee payment status.
8. The Federation shall indemnify and hold the District harmless from any claims, demands, suits, or other action arising from Article V – Organizational Security.

## **ARTICLE VI: COMMITTEES**

1. The Federation shall have the right to appoint representatives as a part of the classified component to all applicable standing committees as set forth in Board Policy 2510, "Participation in Local Decision Making" (See Appendix B)
2. All such Center standing advisory committees shall maintain records of all meetings and recommendations. Copies of such records shall be forwarded to the Center and President of the Federation.
3. The Federation shall have the right to appoint one (1) representative as a part of the classified component to the "Leave Committee" if such committee is constituted by the District, and the subject matter of the committee meeting is classified leaves.

## **ARTICLE VII: LEAVES OF ABSENCE**

### **A. Annual Vacations**

1. Upon separation from service, bargaining unit members who are permanent employees shall be paid for accumulated vacation credit at their current rate of pay.
2. Permanent classified employees may postpone or interrupt vacation leave in order to begin another type of paid leave (such as sick leave, bereavement leave, or personal necessity leave) without return to active service in the case of an interruption, provided that the employee gives adequate notice and relevant supporting information to his/her immediate supervisor and such other leave is approved. Any vacation time which is postponed shall be granted in accordance with vacation dates available at time of request to take postponed vacation.
3. Vacation shall not become a vested right until successful completion of a six (6) month probation period. Vacation, upon initial employment, shall be accumulated at the rate of eight hours per month of employment for full-time employees and prorated accordingly for part-time employees.
4. Admission Day shall be a floating holiday. This holiday shall be used at the discretion of the bargaining unit member. The bargaining unit member shall make the request to his/her immediate supervisor five (5) working days prior to the requested floating holiday. The floating holiday must be approved by the supervisor and taken by the employee within the current fiscal year.
5. Longevity vacation days are prorated on an annual basis beginning on the first day of the employee's second year of service.

#### **Longevity Vacation Allowance**

<b>Years of Service</b>	<b>Allowance</b>
2 Years	1 Day
3 Years	2 Days
4 Years	3 Days
5 Years	4 Days
6 Years	7 Days
7 Years	8 Days
8 Years	9 Days
9 Years and thereafter	10 Days

6. Days of earned basic and longevity vacation shall be credited to all part-time bargaining unit members so that paid vacation time shall be prorated in the same ratio as the hours worked bear to the established working hours for those classifications.

7. A written request for vacation shall be submitted to the immediate supervisor or his/her designee, three (3) weeks in advance for prior approval or disapproval. The immediate supervisor or his/her designee has three (3) work days to approve or disapprove the vacation. If the employee receives no written response from the supervisor, the request shall be presumed approved.
8. Basic vacation allowance and longevity allowance shall be accumulated for a maximum of two (2) years during the term of this Agreement unless the District precludes the employee from taking the accumulated vacation. Any vacation time accumulated in excess of two years prior to this Agreement shall not be forfeited and employees shall be allowed to utilize such time in accordance with the collective bargaining Agreement. Upon separation from service, bargaining unit members who are permanent employees shall be paid for accumulated vacation credit at their current rate of pay. The accumulation of a vacation maximum shall commence on the date of the ratification of this Agreement.
9. Vacation time may not be taken immediately proceeding the effective date of a resignation unless approved by the immediate supervisor.
10. All requests for vacation shall be made in writing. Vacation request shall be granted or denied in writing within three (3) working days or the request shall be presumed approved.

## **B. Leaves - General**

### **Definition**

1. A leave of absence from duty is a leave for a specific period of time and for an approved purpose. An approved leave protects the employee by holding his/her place until the leave expires.

### **Retirement**

1. The effect of leave on retirement shall be governed by applicable PERS rules and regulations.

### **Leave Authorization**

1. The District may require written medical verification by the bargaining unit member's physician, medical consultant, or licensed practitioner prior to, during, or following any leave taken in this article.
2. Examinations performed by a District appointed physician, medical consultant, or licensed practitioner shall be a District expense.
3. Bargaining unit members shall qualify for paid leaves only on days they are required to render service to the District.
4. The District may require a written authorization from the bargaining unit member's physician, medical consultant, or licensed practitioner that the bargaining unit member is able to return to his/her position prior to his/her return to work.

**C. Court Appearances**

1. All bargaining unit members shall receive their regular wages when serving on jury duty, or as a witness under subpoena or any order made with jurisdiction from any court, or before any administrative tribunal, except in a case in which they are a party.
2. Any day during which an employee in the bargaining unit, whose regular assigned shift commences at 3:00 p.m. or after and who is required to serve jury duty or as a witness, shall be relieved from work with pay.
3. Any fees receive for jury duty or as a witness, except for mileage allowances, shall be endured to the District.
4. Any unit member required to appear in court on a school paid holiday shall be given a floating holiday on a pro-rated basis. The floating holiday is to be utilized within 12-months of the date received, with prior approval by management. If not utilized within the agreed time period, the unit member will be compensated at his/her appropriate rate of pay.

**D. Bereavement Leave**

1. The District agrees to grant a leave with full pay in the event of the death of a member of the employee's immediate family.
2. The leave shall be granted for not more than three (3) days or five (5) days if out of state or if more than three hundred (300) miles one way travel is required. No deduction shall be made from the salary of such bargaining unit member, nor shall such leave be deducted from the leave granted in other sections of this Agreement. An Additional five (5) days bereavement leave, for a total of eight (8) or ten (10) days, shall be granted if more than one death occurs, prior to or during the bereavement leave.
3. For the purpose of this and other pertinent sections of this Agreement "member of the immediate family" is defined as follows: mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee, or domestic partner registered with the California Secretary of State pursuant to the provisions of California Family Code Section 297. Verification for bereavement may be requested by the immediate supervisor.
4. A written request for bereavement leave shall be submitted to the Human Resources Department by the bargaining unit member before or immediately upon return from leave.

**E. Personal Necessity**

1. Any bargaining unit member may elect to use any days of full pay sick leave earned pursuant to the section "Disability – Sick Leave", below, not to exceed a total of seven (7) days in any school year in cases of "personal necessity."

2. Up to three (3) days of the seven (7) days of personal necessity leave may be used by a unit member for reasons that the unit member considers to be a “personal necessity.”

For the remaining four (4) days of personal necessity leave, “personal necessity” shall be used only in the situations which meet one of the following conditions:

- (a) is emergency in nature;
- (b) arises from factors outside of the ability of the bargaining unit member to control;
- (c) cannot reasonably be handled at times outside the bargaining unit member’s work day;
- (d) twenty-four (24) hours of personal necessity leave as determined by the bargaining unit member which may be taken in four (4) hour increments.

In all circumstances, personal necessity may not be used for the extension of a holiday or vacation.

3. Bargaining unit members must obtain twenty-four (24) hours’ advance permission from the CEO or his/her designee prior to taking any personal necessity leave, except for personal necessity leave taken for the reasons enumerated below:
  - (a) death of a member of their immediate family when additional leave is required beyond that provided in the section on Bereavement Leave, above;
  - (b) accident involving their person or property or the person or property of a member of their immediate family;
  - (c) appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
4. For the purpose of personal necessity leave, the term “members of the immediate family” shall have the same meaning as provided in the section on Bereavement Leave above, in addition to including aunt(s), uncle(s), niece(s), and nephew(s).

#### **F. Disability – Sick Leave**

1. Every full-time bargaining unit member shall be entitled to twelve (12) days per year sick leave, this leave being allowable for absence due to illness, injury, or because of quarantine due to another’s illness, or for absence due to a physical disability.
2. Every part-time bargaining unit member shall be entitled to sick leave, to be prorated in accordance with the average number of hours per day worked and work year, excluding overtime. This leave is defined as in Section Number 1, “Disability - Sick Leave”.
3. Sick leave shall be credited on July 1<sup>st</sup> of each year, and notification of entitled and accrued sick leave shall be given to the bargaining unit member on July 1<sup>st</sup>.

4. A bargaining unit member shall be allowed to use sick leave in connection with a birth, adoption, or foster care, or to care for a child, parent, or spouse with a health condition, as allowed by Labor Code section 233.
5. Sick leave may be taken at any time, provided that the new employees with probationary status may use only six days of paid sick leave during their initial probationary periods.
6. Pay for any day of sick leave shall be the same pay the employee would have received if he had worked that day, except as provided by Education Code section 88036 for part-time personnel.
7. In order to receive compensation while absent on sick leave, the employee must notify his/her supervisor of the absence within the first working hour of the first day absent, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the employee.
8. At least one day prior to his expected return to work, the employee shall notify his supervisor in order that any substitute or limited term employee may be terminated. If the employee fails to notify his supervisor and both the employee and the substitute report, the substitute is entitled to the assignment, and the employee shall not receive pay for that day.
9. 50% Pay Sick Days
  - (a) Pursuant to Education Code Section 88196, every July 1<sup>st</sup> each permanent unit member shall be credited with a certain number of 50% pay sick leave days plus their full days sick pay to equal 100 sick days. These 50% pay sick days shall be available for use during the year they are credited to the unit member only and shall not accumulate from year to year. These sick days exclude vacation and paid compensatory time.
  - (b) Prior to utilizing any 50% pay sick days, a unit member shall first exhaust all accumulated sick leave. Thereafter, the unit member may utilize 50% pay sick days or other full pay privileges including, but not limited to accumulated vacation. The use of other full-pay privileges shall not reduce the number of 50% pay sick days available to the unit member.
  - (c) If a unit member is on a 50% pay sick leave, and the illness or injury continues into the succeeding fiscal year, the unit member shall be entitled to use only the amount of 50% sick pay days remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.
  - (d) The District at its discretion may require any unit member who requests or utilizes 50% pay sick leave to submit to a physical examination by a District designated physician, provided that the District pays the cost of such examination. The physician's diagnosis and finding shall be submitted to the District by the physician in writing.

10. The employee may convert unused sick leave to retirement credit in accordance with the law.
11. An employee who is absent because of illness shall be required to complete a form provided a statement that such absence was due to illness, injury, or quarantine. An employee on sick leave during a holiday or holiday period shall receive holiday pay for the holiday period, and the days of the holiday period shall not be considered as days of sick or injury leave. Proof of illness, injury, quarantine, or physical disability or other permissible reasons for sick leave may be required by the District
12. Time on sick leave with pay counts for step advancement, retirement, and vacation credit.
13. A unit member shall notify his/her immediate supervisor as soon as the unit member knows he/she will be using sick leave, and in no event later than 9:00 a.m. of each day the unit member uses sick leave. In addition, the unit member shall specify, at the commencement of the leave, the number of days the unit member anticipates he/she will be using sick leave, and shall contact his/her immediate supervisor immediately if the unit member's estimates change.
14. A unit member who is absent for five (5) or more consecutive days may be required to submit a physician's statement, verifying the basis for the absence. The District reserves the right to require a physician's statement in cases of absence of less than five work days when the District has reasonable grounds for requiring such a statement. The request for physician's statement and grounds for the request shall be transmitted to the unit member in writing.
15. If the District believes that a unit member cannot safely or adequately perform the duties of his/her position, or if the District has grounds to believe that the purpose of the leave is being abused, the District may require that the unit member be examined by a District selected physician at District expense. Prior to terminating a unit member for abuse of leave, the District shall provide the unit member with at least one written warning of abuse of leave.

**G. Industrial Accident**

1. Only to the extent provided by law, every bargaining unit member shall be allowed industrial accident and illness leave for not more than sixty (60) working days in one (1) fiscal year for the same accident. Allowable leave shall not be accumulative from year to year. If an industrial accident or illness occurs at a time when the full sixty (60) working days of leave will overlap into the next fiscal year, the bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred by the same illness or injury. Every bargaining unit member shall be entitled to full pay for not more than sixty (60) working days. Any compensation payments based on earnings granted the bargaining unit member under the workers' compensation laws of the state of California shall be endorsed to the Compton Community College District so that the bargaining unit member will receive not more than his/her normal rate of pay.

2. Upon conclusion of the sixty (60) working days leave, entitlement to other paid leaves will then be used. If bargaining unit members are receiving workers' compensation they shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensatory time, vacation, or other available paid leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
3. If the bargaining unit member is unable to return at the end of the sixty (60) working days leave, as verified by a physician, medical consultant, or licensed practitioner, and paid leaves are exhausted, the bargaining unit member then will be placed on a six (6) month leave of absence without pay.
4. If the bargaining unit member is unable to resume work at the end of the six (6) month leave without pay, as verified by a physician, medical consultant, or licensed practitioner, the bargaining unit member shall be placed on a re-employment list for a period of thirty-nine (39) month period. When a medical release has been obtained during the 39-month period, the bargaining unit member shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

#### **H. Permissive Leaves – Personal Leaves of Absence**

1. The District may grant a leave of absence for personal reasons with or without pay for a period of one (1) year to bargaining unit members on permanent status. While on a personal leave, bargaining unit members shall neither lose steps or advance on the salary schedule. Accumulated sick leave and vacation time will not be accrued during the period of such leave. A unit member denied personal leave may appeal to the CEO. If denial is upheld the unit member may appeal to the Board. A personal leave with pay will require Board approval.
2. Employees granted a personal leave of one hundred twenty (120) days or less shall be reinstated into the same class from which they took the leave. Bargaining unit members granted leaves of absence in excess of one hundred twenty (120) days may be reemployed in a position within the same class and/or placed on a thirty nine (39) month reemployment list.
3. Bargaining unit members shall be reinstated to their same classification whenever possible in their position following return from leave of absence.

#### **I. Family Care and Medical Leave**

1. Any bargaining unit member who has been employed by the District for at least 12 months prior to the commencement of the family care and medical leave and who has actually worked in the District at least 1,250 hours in the immediate preceding 12-month period shall be eligible to take unpaid family care and medical leave in accordance with the provisions of Title 29 of the United States Code, Section 2601, et seq. ("FMLA") and California Government Code Section 12945.2 ("CFRA").
2. Family care and medical leave may be used for the following reasons:

- (a) The birth of the bargaining unit member's child.
  - (b) The placement of a child with the bargaining unit member in connection with the bargaining unit member's adoption or foster care of the child.
  - (c) To care for serious health condition of the bargaining unit member's child, parent, spouse, or registered domestic partner (for CFRA leave only).
  - (d) Because of the bargaining unit member's own serious health condition that makes the bargaining unit member unable to perform the functions of the position in which the bargaining unit member is employed.
3. For purposes of this provision, "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:
- (a) in-patient care in a hospital, hospice, or residential health care facility; or
  - (b) absence of three consecutive working days and continuing treatment or continuing supervision by a health care provider.
4. For purposes of this provision, "health care provider" has the same meaning as it is prescribed in Government Code Section 12945.2, subdivision (c)(6).
5. For purposes of this provision, "child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either:
- (a) under eighteen years of age; or
  - (b) 18 or older and incapable of self-care because of a mental or physical disability
6. For purposes of this provision, "parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the bargaining unit member when the bargaining unit member was a child.
7. For purposes of this provision, "spouse" means husband or wife.
8. For purposes of this provision, "registered domestic partner" shall be those persons registered with the California Secretary of State pursuant to the provisions of California Family Code Section 297.
9. A bargaining unit member is entitled to family care and medical leave of 12 workweeks within a 12-month period measured forward from the first day of the employee's leave, unless additional leave is granted by the District. However, the entitlement to leave for the birth or placement of a child shall conclude at the end of the 12-month period beginning on the date of such birth or placement.

10. Except in cases of emergency, a bargaining unit member shall give the District's Human Resources administrator reasonable advance notice of his/her intent to take family care and medical leave.

(a) If the event necessitating family care medical leave is known more than 30 calendar days prior to the bargaining unit member's need for leave, the bargaining unit member must provide the District's Human Resources administrator with a 30 calendar day advance written notice of the bargaining unit member's need for leave. Failure to provide at least 30 calendar days advance notice entitles the District to delay commencement of the leave until 30 calendar days have passed from the date of the request.

(b) If the event necessitating family care medical leave is unknown less than 30 calendar days prior to the bargaining unit member's need for leave, the bargaining unit member must provide the District Human Resources administrator with as much advance notice as reasonably possible.

(c) If leave is needed for a planned medical treatment or supervision, the bargaining unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the health care provider's approval.

11. Family care and medical leave can be taken in multiple periods or intermittently, as medically necessary.

(a) The minimum duration of any family care and medical leave for reason of birth, adoption or foster care placement of a child of the employee shall be two weeks. However, the District must twice grant a bargaining unit member's request for family care leave of less than two weeks duration if the bargaining unit member complies with all the requirements of the provisions to this section.

(b) Family care and medical leave for the serious health condition of the employee's child, parent spouse, or registered domestic partner (for CFRA leave only), or of the employee may be taken intermittently in one day increments when medically necessary as determined by the health care provider of the person with the serious health condition.

During the period of leave taken pursuant to the provisions of this section, the bargaining unit member must concurrently use any accrued vacation leave, other accrued time off, or any other available paid leave. If the bargaining unit member takes a leave because of his/her own serious health condition the bargaining unit member must concurrently use any available sick leave during the period of the leave. However, a bargaining unit member shall not use sick leave in connection with a birth, adoption or foster care, or to care for a child, parent or spouse with a serious health condition, unless mutually agreed to by the District and the bargaining unit member.

12. The District shall maintain the bargaining unit member's health and welfare programs for the duration of the family care and medical leave.

13. The bargaining unit member shall retain his/her employee status with the District during the leave period and the leave shall not constitute a break in service for purposes of longevity, seniority, or any bargaining unit member benefit plan.
14. A bargaining unit member's request for family care and medical leave due to the birth of a child shall be supported by either a statement from a physician certifying the pregnancy or a birth certificate.
15. A bargaining unit member's request for leave to care for a child, spouse, registered domestic partner (for CFRA leave only), or parent who has a serious health condition shall be supported by a certification from the health care provider of the individual requiring care. This certification shall include:
  - (a) The date on which the serious health condition commenced.
  - (b) The probable duration of the condition.
  - (c) An estimate of the amount of time that the health care provider believes the bargaining unit member needs to care for the individual requiring the care.
  - (d) A statement that the serious health condition warrants the participation of the bargaining unit member to provide care during a period of the treatment or supervision of the individual requiring care.
16. A bargaining unit member's request for family care and medical leave because of the bargaining unit member's own serious health condition must be supported by a certification issued by his/her health care provider. That certification shall be sufficient if it includes all of the following:
  - (a) The date on which the serious health condition commenced.
  - (b) The probable duration of the condition.
  - (c) A statement that, due to the serious health condition, the bargaining unit member is unable to perform the function of his or her position.
17. Upon expiration of the time estimated by the health care provider in paragraph 15, subparagraph b, and paragraph 16, subparagraph b, if additional leave is required, the District may require the bargaining unit member to obtain re-certification in accordance with the same procedures provided in paragraph 15 and 16.
18. In any case in which the District doubts the validity of the certification provided pursuant to paragraph 15 and 16, the District may require, at the District's expense, that the bargaining unit member obtain the opinion of a second health care provider designated or approved by the District concerning any information certified under paragraphs 15 and 16.
  - (a) The health care provider designated by the District shall not be employed or contracted with on a regular basis by the District.

- (b) If the second opinion differs from the opinion in the original certification, the District may require, at the District's expense, that the bargaining unit member obtain the opinion of a third health care provider designated or approved jointly by the District and the bargaining unit member. The health care provider shall not be employed or contracted with on a regular basis by the District. The opinion of the third health care provider shall be final and binding on the District and bargaining unit member.
19. As a condition of a bargaining unit member's return from family care and medical leave because of the bargaining unit member's own serious health condition, the bargaining unit member must obtain certification from his/her health care provider that the bargaining unit member is able to resume work.
20. A bargaining unit employee on a pregnancy disability leave shall not be required to use vacation leave, but may use vacation leave at her option. The 12 workweeks of family care and medical leave under CFRA shall not commence until the employee is no longer disabled due to pregnancy, childbirth, or related medical conditions. The 12 workweeks of FMLA leave shall commence on the first day of leave for pregnancy, childbirth, and related medical conditions.
21. Leave taken by a bargaining unit member pursuant to this section shall run concurrently with any accrued vacation leave, sick leave, other accrued time-off, or any other available paid leave taken as provided in paragraph 11 of this section, and shall run concurrently with leave taken pursuant to the FMLA or CFRA and under no circumstances shall entitle a bargaining unit member to an aggregate amount of leave in excess of 12 workweeks in a 12-month period, except for a bargaining unit member's own pregnancy.

## **ARTICLE VIII: HOLIDAYS**

1. New Year's Day, Martin Luther King Day, Lincoln's Day, Washington's Day, Memorial Day, Independence Day, Labor Day, Admission Day, Veteran's Day, Thanksgiving Day, Cesar Chavez Day, and Winter Holiday.
2. Cinco de Mayo, The Friday during Spring Recess, the Friday succeeding Thanksgiving Day, the day preceding Winter Holiday, and New Years Eve Day.
3. When holidays fall on a Sunday, they shall be observed the following Monday. When Holidays fall on a Saturday, they will be observed on the preceding Friday.
4. All bargaining unit members, provided they are in a paid status during any portion of their working day immediately preceding or succeeding the holiday, and the holiday falls within the normal work week of the employee, shall be entitled to the paid holiday.
5. Cinco de Mayo and Ceasar Chavez Day shall be taken by affected unit members during the scheduled winter break on days determined by District administration. Unit members shall be notified of these scheduled days by November 15<sup>th</sup> of each academic year.

## **ARTICLE IX: HOURS OF EMPLOYMENT**

### **A. Workweek and Workday**

1. The guaranteed workweek of a full-time unit member shall be no more than forty (40) hours, to consist of not more than five (5) work days within a work week. The start of the workweek shall be determined by District administration. The District may establish a workweek other than Monday through Friday.
2. The workday, unless a four-day workweek is established, shall be not more than eight (8) consecutive hours or nine (9) hours with a one (1) hour unpaid lunch.
3. Upon initial employment and any subsequent change(s) of classification, each bargaining unit member shall be furnished by the District a Personnel Status Notice. This said notice shall specify the unit member's duty hours and days of work, work location or assignment, classification description and salary date; said notice shall be issued from the District to the bargaining unit member within ten (10) working days of initial employment. All employees must be pre-approved by the Personnel Commission and District Board of Trustees prior to the initial start date, save for exceptions as determined by the CEO as needed to meet District needs.
4. The immediate supervisor shall establish the starting time and ending time of a workday. A ten (10) day written notice shall be given to bargaining unit members before a change is made in their starting and/or ending time, (1) except in emergencies; or (2) for temporary assignments not to exceed five (5) days.
5. A thirty (30) day written notice shall be given to the bargaining unit member before a permanent change is made in his/her starting and/or ending time, (1) except in emergencies; or (2) for temporary assignment not to exceed five (5) days.
6. During the term of this Agreement, upon mutual Agreement, the District and the Federation shall meet and negotiate regarding the length of the classified work year. Neither the District nor the Federation is required to agree to such meeting and negotiation.
7. Part time employees who are required to work a minimum of two hours over their regular assignment more than five (5) times within the period of a month for two consecutive months shall have their positions reviewed and adjusted, as appropriate to meet the needs of the District.

### **B. Lunch and Rest Periods**

1. The unit member is entitled to an unpaid, uninterrupted lunch period of not less than thirty minutes for bargaining unit members working six (6) or more consecutive hours per day or may elect to take an unpaid, uninterrupted lunch period of not more than one (1) hour provided that he/she extends the work day to nine (9) hours per day and such

an arrangement is mutually agreed to and approved by both the employee and his/her immediate supervisor.

2. The present lunch and rest rooms are suitable to the bargaining unit members. The District shall make every attempt to give one (1) day notice when the cafeteria will be closed, even if renovation is necessary.
3. The District shall provide one (1) paid fifteen (15) minute rest period for each bargaining unit member for each four (4) hour consecutive period worked at times approved by the immediate supervisor. Rest periods may not be combined or used to shorten the workday or lengthen the lunch period.
4. The District shall also provide one fifteen (15) minute period to the Maintenance and Operations staff to allow for cleanup and uniform changing prior to their lunch period.

### **C. Overtime**

1. Overtime is defined as any time authorized by the immediate supervisor, worked in excess of eight (8) hours per day or forty (40) hours per week, and may be required of unit members. Overtime shall be paid on the 10<sup>th</sup> of the month following the month overtime was worked except in an instance when overtime was worked after the payroll deadline. In such cases overtime will be paid the following month.
2. Bargaining unit members shall be compensated at a rate of one and one-half (1½) times their correct rate of pay for authorized overtime worked in excess of their scheduled workday.
3. If a bargaining unit member is required to work on a normally non-scheduled day, the member shall be compensated at one and a half (1½) times the member's correct rate of pay for up to eight (8) hours. Bargaining unit members who work more than eight (8) hours on any non-scheduled day shall be compensated at the rate of two (2) times the member's correct rate of pay for all additional hours worked that day. Bargaining unit members who work more than one non-scheduled day in a work week shall be compensated at the rate of two (2) times the member's correct rate of pay for that day.
4. If a four (4) day workweek is established, Ref. to Article IX, Section G, the overtime rate shall be one and a half (1½) times the bargaining unit member's regular rate of pay for all hours worked in excess of the required workday, which shall not exceed ten (10) hours performed. On the fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) day the member shall be compensated at the rate of one and one half (1½) times the member's normal rate of pay. All unit members assigned to work seven consecutive days shall be paid two (2) times the bargaining member's regular rate of pay for the seventh day only.
5. In addition to holiday pay, a bargaining unit member shall be compensated at the rate of one and one half (1½) times the member's correct rate of pay for each hour of work accomplished on a legal or local holiday. If an employee is required to work on a legal or local holiday, he/she will receive a minimum of four hours overtime pay. In all cases the employee will be compensated the actual hours worked beyond the minimum four (4) hours at the appropriate rate.

6. The District shall make every effort to distribute overtime assignments equitably. Scheduling of overtime will consider the items listed below when attempting fair and equitable distribution of overtime opportunities.
  - (a) Overtime shall not be monopolized by any one or specific set of unit members, but shall be equally distributed, utilizing each of the following formula elements as selection criteria:
    - (1) a bargaining unit member's demonstration of the necessary knowledge and/or skill required to perform the overtime duty requirement.
    - (2) selection of overtime participants will be made on a rotating basis by seniority order.
    - (3) availability to work
  - (b) Unit members who receive three or more "needs improvement's" on their yearly evaluation will be denied the opportunity to participate in overtime responsibilities until the unit members exhibit an improvement in performance or three (3) months maximum.
7. Compensatory time off, in lieu of overtime pay, may be taken by the bargaining unit member at his/her discretion. Compensatory time shall be taken upon the approval of the immediate supervisor. Such compensatory time off shall be taken off on or before the end of the fiscal year in which the overtime was worked. Earned compensatory time not taken before the end of the fiscal year in which overtime was worked shall be paid by the District at the rate earned.

**D. Shirt Differential**

1. Only bargaining unit members working six (6) or more hours a day or thirty (30) or more hours per week shall be eligible for shift differential pay.
2. When a member of the bargaining unit is regularly assigned to work four (4) or more hours between 4:30 p.m. and 12:00 midnight for more than two (2) days in the week he/she shall be granted a monthly rate of eight (8) percent above the monthly rate of daytime employees in the same classification. Such rates are not cumulative from year-to-year. Such increase shall be computed at the employee's present rate of pay for the affected classification.
3. Bargaining unit members assigned to evening work on a continuing basis who are ordered to temporary daytime work for a period not to exceed twenty (20) working days each shall suffer no reduction in compensation by reason of the change. On the twenty-first (21<sup>st</sup>) working day the employee shall revert to the daytime rate.
4. When a member of the bargaining unit is regularly assigned to work up to four (4) hours between 12:00 midnight and 8:00 a.m. for more than two (2) days in the week he/she shall be granted a monthly rate of ten (10) percent above the monthly rate of daytime employees in the same classification. Such rates are not cumulative from

year-to-year. Such increase shall be computed at the employee's present rate of pay for the affected classification.

**E. Call Back**

1. When members of the bargaining unit are called in to work on a non-scheduled day, they will be guaranteed compensation for four (4) hours.
2. Bargaining unit members who are called back to work after their normally scheduled hours, shall receive a minimum of three (3) hours compensation at the appropriate overtime rate.

**F. Right of Refusal of Overtime**

1. Any bargaining unit member shall have the right to reject any offer or request for overtime hours, provided another employee is available to perform said work.
2. The employee in a given classification who has most recently performed overtime or call back work shall have the right to refuse additional overtime or call back work provided another employee is available to perform said work.
3. The right to refuse overtime or call back work shall be exercised by the employees in a given classification on a rotating seniority basis, subject to the limitations imposed by Article IX, section F, paragraph 2 above.
4. Bargaining unit members will be required to work overtime during registration, graduation, special conferences and grant payment days.

**G. Four Day Work Schedule**

1. The four-day work schedule shall be determined by District administration. Unit members who are assigned to a four day, 40 hour workweek shall be provided a one-hour uninterrupted lunch period. One-half hour of the one hour lunch period shall be paid, and one-half hour shall be unpaid. The day shall consist of a work period of one and one-half hours plus one half hour of paid lunch and one-half hour of unpaid lunch. The unit member's one hour lunch period shall be set by the unit member's supervisor after conferring with the unit member.
2. The modified work schedule shall begin on the first Monday following Spring semester final exams and end on the last Thursday preceding Fall registration.
3. The beginning hour of each unit member will be his or her regularly scheduled beginning hours, the end of the workday will be extended by two (2) hours.
4. It is agreed that the District will approve employee requests for up to eight (8) hours of vacation per week for those unit members assigned to a four-day forty hour workweek in lieu of working the extended workday. Vacation may be taken in two-hour increments per day, and will be approved if the employee has accumulated the time requested.

## **H. Voting**

1. If a voter does not have sufficient time outside of working hours to vote at a statewide or local election, the voter may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the voter to vote.
2. No more than two hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.
3. If the employee on the third working day prior to the day of the election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee should give the supervisor at least two working days' notice that time off for voting is desired.

## **I. Adjustment of Assigned Time**

1. Members of the bargaining unit who work a minimum of thirty (30) minutes a day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

## **J. Seniority**

1. Pursuant to Education Code Section 88127 the Federation and the District agree that length of service shall be defined to mean the hire date in a probationary position.
2. Seniority shall be based on number of days served in paid status in a class or higher class from and after the hire date without regard for hours worked.
3. No seniority may be accrued on a day in which a unit member is not in paid status, with the exception of an employee on a military leave of absence per Education Code sections 88116 and 88127.
4. For the purpose of layoff, part time or full time status shall be ignored.
5. In the event of equal seniority between two or more unit members, the order of layoff shall be determined by lot.

## ARTICLE X: EVALUATION

1. Evaluations shall serve the purpose of assessment of employees based upon performance of their service in regard to adequate or improved services to the Center and the students. Such evaluation shall be in writing on the District approved form. The District evaluation form for classified employees shall be reviewed and approved by the Federation once every two (2) years beginning January 1, 1986. The prior evaluation form shall be used until an Agreement is reached on a revised evaluation form. Any conflict will be resolved by the Board of Trustees.
2. Evaluations of probationary classified employees shall take place at least during the employee's third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) month of probationary period of service.
3. Permanent classified employees shall be evaluated once every year, no later than May 1<sup>st</sup>.
4. No evaluation shall be placed in a personnel file without the knowledge of the employee. The classified employee has the right to add a statement of rebuttal for all areas in dispute to be included in his/her personnel file, if he/she wishes. The employee shall meet with the immediate supervisor to discuss his/her evaluation.
5. No evaluation shall be based on any assessment except the direct observation of the supervisor who conducts the evaluation. The evaluator will view and assess each employee according to the evaluation form. There shall be no exception to this rule.
6. All evaluations shall be based on work performance in the employee's specific classification.
7. When a permanent bargaining unit member receives a less than satisfactory rating in any area, the supervisor, when appropriate, shall set out specific recommendations for improvements, methods of assisting the employee to reach the stated goals, and a date(s) for follow-up evaluations which shall be not less than ten (10) days nor more than thirty (30) days.
8. Before any document is placed in a bargaining unit member's personnel file, the unit member will be notified in writing and will receive a copy of said document and of the District's intent to place same in that member's personnel file.
9. The unit member shall have ten (10) working days from the date the notice was postmarked or hand-delivered notices must be signed and dated. All other notices shall be sent certified mail.

# ARTICLE XI: GRIEVANCE PROCEDURES

## 1. Definitions

- a. A “grievance” is a formal written allegation by a bargaining unit member indicating that there has been a violation, misrepresentation, or misapplication of a provision of this Agreement.
  - b. A grievant is a bargaining unit member or any group of employees in the bargaining unit covered by the terms of this Agreement.
  - c. The immediate supervisor is the District manager or supervisor who has immediate jurisdiction over the grievant.
  - d. In this article only, “days” is defined as any day in which the central office is open for business.
  - e. A “witness” is a person who has direct knowledge of the alleged grievance, or has corroborative evidence leading to substantiation of a point of evidence.
  - f. A “management designee” shall be a management peer for the purpose of supplying management substitutes.
  - g. A “chapter grievance” is a grievance so designated by the Federation.
2. Witnesses who are employees of the District shall be made available for testimony. At the request of the grievant the District will request, in writing, that non-District employees appear. It is understood that the District can not compel the attendance of such witnesses.
  3. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter with any appropriate member of the administration and to have the grievance adjusted without representation by the Federation, provided that the adjustment is not inconsistent with the terms of this Agreement. If the grievant is not represented by the Federation or its representative(s), the Federation shall be informed and have the right to state its views in writing prior to the final disposition of a formal grievance.
  4. Any record pertaining to a grievance shall be kept in a file separate from the grievant’s official District personnel file.

## 5. Time Limitations

- a. It is mutually agreed that grievances should be processed as rapidly as possible. The number of days indicated at each procedural level shall be considered maximums. Time limits specified may be altered by the mutual written consent of the grievant and the appropriate administrator. Time limits shall be altered for the following reason:

(1) incapacitating illness

(2) approved leaves

- b. Grievances of a similar or like nature may be joined as a single grievance by mutual Agreement of the District and the Federation. The grievance may be withdrawn at any level.

## **6. Informal Level I**

- a. Within five (5) days of the time that the grievant knew of the alleged violation, the grievant shall notify the immediate supervisor of the area of the grievance that a violation has been committed. The grievance shall be submitted in writing on the District grievance processing form together with any grievance related documentation.
- b. Within five (5) working days after notification of the grievance is served, the grievant shall meet with the immediate supervisor or appropriate manager and Federation representative(s) to attempt to resolve the issue.
- c. The immediate supervisor or appropriate manager shall, within five (5) days of the informal meeting, submit his/her decision in writing to the grievant.
- d. If the immediate supervisor or appropriate manager does not respond to the grievance in writing within five (5) working days, the grievant may move to the next level of the grievance procedure.

## **7. Informal Level II**

- a. If the grievance is not resolved at the Informal Level I, the grievant shall within five (5) days of the conclusion of the informal process, submit the District grievance processing form, together with any other documentation to the Dean of the area concerned or his designee.
- b. The Dean or his/her designee shall within the ten (10) days of receiving the grievance, submit his/her decision in writing to the grievant.
- c. If the Dean or his/her designee does not respond within ten (10) days, the grievant may move to the next level of the grievance procedure.

## **8. Level III**

- a. If the grievant is not satisfied with the decision at Level II, the grievant may appeal the Level II decision by submitting the District grievance processing form to the CEO within ten (10) working days after the expiration of the Level II term. Should the grievant not be satisfied with the CEO's decision, he/she may present the grievance to the Board of Trustees within 10 working days.
- b. The Board of Trustees shall consider the grievance at its second regular meeting after it has received the appeal, provided that a minimum of ten (10) days has elapsed since the Board

of Trustees received the appeal in writing. The Board of Trustees, at its option, may hold a hearing to reach its decision. The hearing may be either public or in closed session in accordance with the grievant's request.

- c. The Board of Trustees shall render a written decision on the grievance within ten (10) days of reaching its decision.

## **9. Level IV**

- a. If the grievant is still not satisfied with the decision at Level III, a request for arbitration may be made to the Federation within five (5) days after receiving the decision from Level III. The executive committee of the Federation will decide the merits of arbitration within 10 days of receiving the request. If the executive board supports arbitration, a request for arbitration shall be submitted to the CEO within twenty (20) days of the Level III decision.

Upon the receipt of such request the CEO shall schedule a meeting with the District to select an arbitrator and schedule the arbitration within the next ten (10) working days.

1. The parties shall pay the fees and expenses of the arbitration, including a reporter's transcript if the parties actually agree or the Arbitrator determines that a transcript is desirable, equally. Provided, however, that in the event the District's Personnel Commission is functioning at the time an arbitration is conducted under this Agreement, the Personnel Commission shall pay the expenses of the Arbitrator. Either party shall bear the expense of the presentation of its own case, except that the District shall grant released time without loss of compensation to a representative of CCCFE at the arbitration hearing. Hearings will be scheduled, if possible, on District premises.
2. 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 this Agreement in the respect alleged in the grievance, and if the Arbitrator determines there has been such a violation, what the remedy shall be. The decision of the Arbitrator shall be final and binding for all parties involved.

## **ARTICLE XII: TRANSFER**

### **1. Definition**

A transfer is defined as a change of work location and/or supervision in a similar or related class with the same salary range.

### **2. The reasons for a transfer include at least one of the following:**

- a. to balance the classified staff by considering factors including but not limited to experience and affirmative action;
- b. a change of enrollment or workload;
- c. election of a unit member upon vacancy of a comparable position, (lateral transfer);
- d. peaceful resolution of employee/employer conflicts without prejudice to the abilities or suitability of the employee;
- e. efficient operation of the District.

### **3. Administrative Transfer**

- a. The District may transfer employees without examination on a temporary or permanent basis. Prior to any temporary transfer, written notice of not less than ten (10) days, except in an emergency, shall be given to the employee(s); and a conference shall be held between the immediate supervisor(s) and the employee(s) in order to discuss the reasons for the transfer.
- b. Not less than twenty (20) days prior to any permanent transfer, except in an emergency, a written notice shall be given to the affected employee(s). A conference shall take place within ten (10) days of notification of transfer, between the immediate supervisor(s) and the employee(s) in order to discuss the reasons for the transfer, and if possible the alternative to the transfer.

The final decision and determination shall be made by the supervisor. A final notice will be issued no less than five (5) days prior to the transfer.

- c. All temporary emergency transfers shall last no longer than thirty (30) working days. Any unit member who has been temporarily transferred for an emergency cannot be involuntary transferred for six months for any reason.

### **4. Employee Initiated Transfers**

- a. Any permanent member of the bargaining unit may request a transfer at any time. Such requests shall be made in writing to the Human Resources Office and shall be maintained on file until honored or retracted by the unit member, for a period of six (6) months.

- b. Requests on file shall be given due consideration. In the case of a lateral transfer any unit member placed on the eligibility list for the position shall be granted an interview with the supervisor without having to go through the interview panel portion of the selection process. Such a person shall be in addition to those persons selected through the usual process.

## **ARTICLE XIII: LAYOFF**

1. Classified employees shall be subject to layoff in accordance with the provisions of the Education Code. All employees recalled after layoff shall be credited with all seniority credited prior to lay off.
2. The District and the Federation agree to meet and negotiate regarding the effects of any layoff prior to the layoff in accordance with the law.
3. This section of the Agreement shall in no manner impede, preclude, prevent, or delay the layoff of classified employees by the District in accordance with the provisions of the Education Code; nor shall meeting and negotiating regarding the effects of a layoff in any manner impede, preclude, prevent, or delay the layoff of classified employees by the District in the manner prescribed in the Education Code.
4. Appendix D to the Agreement contains copies of Education Code Sections 88014, 88015, 88017, 88117, and 88127 for information only, and the inclusion of these Education Code Sections in the appendix to this Agreement in no manner is intended by the parties to confer upon classified employees any additional rights not set forth in this section of the Agreement. The parties are aware that the procedures for the layoff of the classified employees and reemployment rights can be changed by the Legislature at any time by amendment to the Education Code
5. The order of layoff shall be based on the hire date as a probationary unit member within the affected classification.

## **ARTICLE XIV: MAINTENANCE OF OPERATIONS**

1. Nothing contained in this Agreement shall be construed to restrict or limit either the District or the Federation in its right to seek and obtain such judicial or other relief as it may be entitled to have under law for any violation of this Agreement.
2. The District shall have the right to seek and obtain orders from the Public Employment Relations Board (PERB) or the judicial body enjoining any “job action” by bargaining unit members of their representatives, or seeking and obtaining other appropriate relief.

## **ARTICLE XV: NON-DISCRIMINATION**

1. The District and the Federation agree not to discriminate unlawfully against any member of the bargaining unit on the basis of race, color, creed, national origin, religion, gender, age, sexual preference, political beliefs, political activities, political affiliations, union activities, union affiliation, marital status, or physical handicap. Alleged violations of this section shall be excluded from the grievance procedure under Article XI of this Agreement if an alternative venue exists under state or federal law.

## **ARTICLE XVI: SAFETY**

1. Employee safety is a primary concern of the District and members of the bargaining unit. The obligation of the District is to provide and maintain safe-working conditions at all times and to comply with standards prescribed by applicable state and local laws and regulations affecting employee safety. Any employee who notices an unsafe condition shall report the condition to his immediate supervisor and a Federation representative as soon as possible.
2. Should the employment duties of a member of the bargaining unit require use of equipment to insure the safety of the employee, or others, the District agrees to furnish such equipment. The determination of whether or not equipment is “required” under this provision shall be made by the employee’s immediate supervisor.
3. No member of the bargaining unit shall in any way be retaliated against as a result of reporting any unsafe conditions. No member of the bargaining unit shall be required to use any equipment which is unsafe or work in any area which is unsafe.

## ARTICLE XVII: COMPENSATION

1. Effective January 1, 2011, unit members shall be compensated with the salary schedule which appears in Appendix A.
2. General – members of the bargaining unit shall be paid twice per month. Regular paychecks shall be issued on or before the tenth (10<sup>th</sup>) of the month, and an earned salary advance of approximately one-half (½) of the total monthly salary shall be issued on or before the twenty-fifth (25<sup>th</sup>) of the month.
3. Whenever it is determined that an error has been made in the payment of salary to a member of the bargaining unit, the District shall, within five (5) working days following such determination, provide the member with a statement of the correction and a supplemental salary payment in the correct amount.
4. Whenever it is determined that an overpayment has been made in the payment of salary to a bargaining unit member, the District shall provide the bargaining unit member with a statement of the overpayment within ten (10) days. The member shall then within five (5) days of receipt of notice, provide the District with payment in full or arrange a repayment schedule not to exceed six (6) months.
5. When a member of the bargaining unit voluntarily leaves the employment of the District, the District shall pay the member all monies owed within ten (10) working days of the official separation date.
6. A bargaining unit member who is promoted to a class allocated to a higher salary shall be placed on the step that is next above the rate the member received in the previous class or the first (1<sup>st</sup>) step of the salary range of the new position, whichever is the higher rate.
7. Additional advancement will be at the beginning of the seventh (7<sup>th</sup>) month regardless of step placement, and at one-year intervals thereafter until the maximum is achieved. For the purpose of this rule, appointment of a member to a class with a salary range equal to or below his/her current range shall not be considered a promotion and shall not warrant a salary increase.
8. Any bargaining unit employee who uses a private vehicle for District business shall do so only with the approval, and at the direction, of the Board of Trustees or its designee and shall be reimbursed for mileage at the rate established by the District within ten (10) working days of submission of the claim by the unit member.
9. The District agrees to provide release time and to bear reasonable costs associated with any District required or District approved in-service educational programs for members of the bargaining unit.
10. An employee may be required to perform duties that are reasonably related to the duties of the position as fixed by the Board. An employee may also be required to perform inconsistent duties that are not reasonably related to the duties of the position as fixed by the Board

provided that if such duties are worked for at least five (5) days within a fifteen (15) day period, his/her salary is adjusted upward for the entire period he/she is required to work out of classification. The employee will receive at least a one (1) step differential for the period working out of classification.

11. If the duties are performed in a position that is a higher classification the employee shall receive at least one (1) additional step differential or the first (1<sup>st</sup>) step in the salary range of the position which he/she is temporarily filling, whichever is the greater amount.
12. Working out of classification shall be defined as performing duties which are inconsistent with those fixed and prescribed for the employee's regular position by the governing board.
13. It is the intent of this section to permit the working of employees temporarily outside their normal duties, and to require that some additional compensation be provided the employee during such temporary assignments.
14. Salary Schedule – Appendix A reflects the salary schedule for classified positions.
15. Longevity – The District agrees to provide longevity pay as follows:

10 years of service	\$115
15 years of service	\$125
20 years of service	\$135
30 years of service	\$145

## ARTICLE XVIII: FRINGE BENEFITS

1. Beginning the 2007-2008 fiscal year, the District shall increase the annual maximum health benefit contribution up to \$10,000 for District medical, dental, and vision insurance for full-time eligible unit members who participate in the full District health benefit program. For unit members who select less than the full District health benefit program, or waive health benefits, any unused portion may be applied by the employee to a tax-sheltered annuity, the total amount, inclusive of any benefit selection, shall not exceed an annual maximum of \$7,000.
  - a. No unit member shall be entitled to use any portion of the \$7000 referred to in paragraph 1 above for Tax Shelter Annuities or for any purpose other than for payment of health insurance coverage unless such unit member first provides the District with proof of health insurance coverage, which is substantially the same as the coverage available through the District. Such coverage shall remain in force for as long as the tax shelter annuity is claimed. The proof of insurance shall include the effective dates of such coverage. The unit member shall immediately inform the District if the health insurance coverage is canceled or lapses.
  - b. The District, at its expense, shall provide an employer disability plan from UNUM, within a 120 calendar day qualifying period, paid at 60% of regular salary; coverage for up to two (2 ) years.
  - c. The District shall provide to each full-time member of the bargaining unit a \$50,000 term life insurance policy, with premiums to be paid by the District. Any employee who retires or separates from the District during the term of this Agreement may elect to continue this policy in effect by paying premiums to the insurance company at the same rate as the District pays for continuing employees.

Any tax liability resulting from the issuance or maintenance of this policy to a qualified employee shall be the responsibility of the employee and the union shall hold the District harmless.

The policy shall take effect each fiscal year subject to approval of the Carrier selected by the District.
  - d. The District shall have the right to substitute health care and insurance providers during the term of this Agreement provided that such coverage is substantially similar to the current providers' coverage. Such substitution shall be made by the District at its discretion. Such changes shall occur prior to the sign-up periods.
2. Members of the bargaining unit serving in part-time positions whose assignment is one-half (½) time or more, but not full-time, shall be granted health and welfare benefits on a prorated basis commensurate with their scheduled assignment.
3. Members of the bargaining unit who retire during the time this Agreement is in effect, and who have at least twenty (20) years of full-time service, shall be permitted to continue with the

District's health plan, with the premiums paid by the District. Retirees must apply for Medicare and/or Medical when eligible.

**4. Employee Assistance Program**

The District shall continue to participate in the current Employee Assistance Program for the duration of this Agreement, so long as such program is available.

**5. Educational Incentives**

The District agrees to award educational incentives in the following manner:

\$100 one time bonus for an employee receiving an A.A. Degree

\$200 one time bonus for an employee receiving a B. A. Degree

\$300 one time bonus for an employee receiving an M.A. Degree

A District sponsored celebration will be planning annually for all unit members who earned a degree during the year.

# **ARTICLE XIX: JOB RELATED TRAINING**

## **1. Training for New Assignment**

- a. All new, promoted, and transferred unit employees shall receive training of appropriate length specific to their classification requirements as expediently as possible.

## **2. Required Training for Use of New Equipment**

- a. The District shall provide training for new employees who are required to utilize new equipment/software, business machinery, and computers within their classification sufficient to allow the unit employee to master the new requirement as expediently as possible. Training may be scheduled on campus or may be taken off campus.

- b. A unit employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows;

- (1) Training should occur during regularly assigned work hours whenever possible.

- (2) When the training occurs during the unit employee's regularly assigned working hours, the unit employee shall be paid at his/her regular rate of pay and shall receive all benefits which he/she is entitled.

- (3) When the regularly assigned hours and the hours of required training combine to a total in excess of 40 hours per week during a regularly assigned work week, or when the training is required on a weekend, the unit employee shall be paid at the overtime rate appropriate for the amount of hours in excess of the normal forty (40) hour work week at which the training occurs.

- (4) All costs incurred under a mandated training program for unit employees' transportation, registration fees and supplies shall be paid for by the District.

## **3. Employee-Elected Training**

- a. Any unit employee desirous of obtaining training which will improve skills to perform current duties may, at the discretion of the District be given release time with pay not to exceed five (5) hours per week to attend college classes for such training provided it is for legitimate job related purposes.

## **ARTICLE XX: SEPARABILITY AND SAVINGS**

1. If any provision of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
2. In the event of an invalidation of any provision of the Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such provision.

## ARTICLE XXI: GENERAL PROVISIONS

1. With respect to the terms and conditions of this Agreement, both parties shall abide by State Law. Both parties agree that the specific provisions of this Agreement which are in conflict with other District or Personnel Commission rules, regulations and policies shall prevail over such District or Personnel Commission rules, regulations and policies, except as otherwise provided by law.
2. District publications containing information bearing directly or indirectly upon any and all matters relating to the provisions of this Agreement, or that are believed by the Federation to lie within the scope of negotiations as set forth in Chapter 10.7 of the California Government Code and as subsequently interpreted by PERB decisions pertaining thereto, shall be provided in a timely and unabridged manner to the Federation upon request.
3. Copies of all communications given general distribution which contain District policy, changes in policies or procedures shall be provided to the Federation at the time the communications are given general distribution.
4. This Agreement shall constitute the full and complete commitment between the parties and shall supersede and cancel all previous Agreements, whether written or oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement, provided that both parties agree to enter into negotiations leading to an amendment to this Agreement. Neither party shall be required to agree to enter into any such negotiations.
  - a. During the term of this Agreement, the District and the Federation expressly waive and relinquish the right to meet and negotiate on any subject or matter whether or not referred to or covered in this Agreement except by mutual consent or except as expressly provided elsewhere in this Agreement.
  - b. The parties agree that past practices, standards, obligations and commitments of the District to its employees relating to this Agreement are rejected mutually as a condition of entering into this Agreement, except as they expressly stated herein.
5. The District shall provide the Federation with an additional fifty (50) copies of addenda to this Agreement at the time such addenda may be agreed upon and have been prepared for general distribution to members of the bargaining unit.
6. This Agreement shall remain in full force and effect through the period July 1, 2009 to June 30, 2012, and thereafter shall continue in effect year-to-year until a successor Agreement is reached. The parties may reopen negotiations on Article XVII Compensation and Article XVIII Fringe Benefits, July 1, 2011.
7. The Federation and the District may each reopen one (1) non-economic issue of their choosing in addition to compensation (salary and health benefits), July 1, 2011.

## **ARTICLE XXII: CONCERTED ACTIVITIES**

### **1. CCCFE Obligation**

CCCFE hereby agrees that neither it nor its officers, authorized agents or representatives shall incite, encourage, or participate in any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever, or any picketing of District premises, except for picketing that is solely informational in nature, during the life of this Agreement. In the event of any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever or threat thereof, or any picketing of District premises except for picketing that is solely information in nature, CCCFE and its officers will do everything within their power to end or avert the same. The District agrees it shall not engage in any lock-out of unit members.

### **2. Employee Obligations**

Any employee authorizing, or engaging in, or practicing in, or encouraging, or sanctioning, or recognizing or assisting in any strike, or refusal to perform services as provided by this Agreement, or any work stoppage, or other concerted interference with District operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall not receive compensation for any period of time during which the employee was assigned but failed to perform required service to the District and any such employee may be subject to dismissal or suspension.

# AGREEMENT

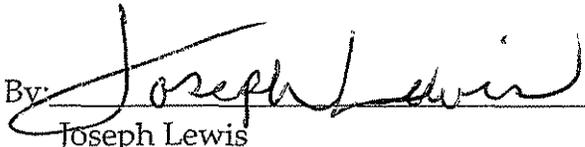
This Agreement between the Compton Community College District and the Compton Community College Federation of Classified Employees, Local 3486 cover the period of July 1, 2009 through June 30, 2012.

Re-opener on July 1, 2011, to address compensation (salary and health benefits) and one other non-economic issue from each side.

In Witness Whereof the parties execute the Agreement on the 17<sup>th</sup> day of November 2010.

By:   
\_\_\_\_\_  
Dr. Lawrence Cox  
For Compton Community College District

Date: 11/17/10

By:   
\_\_\_\_\_  
Joseph Lewis  
For Compton Community College  
Federation of Employees, Local 3486

Date: 11/17/10

# APPENDICES

Appendix A	Classified Unit Employee Salary Schedule
Appendix B	Board Policy 2510 “Participation in Local Decision Making”
Appendix C	Education Code Sections Concerning Layoff and Re-employment

Appendix A - Classified Unit Employee Salary Schedule

<b>COMPTON COMMUNITY COLLEGE DISTRICT</b>							
<b>Classified Salary Schedule</b>							
<b>2009 - 2012</b>							
<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
10	\$1,493.50	\$1,568.17	\$1,646.58	\$1,728.92	\$1,815.33	\$1,906.17	\$2,001.48
11	\$1,568.17	\$1,646.58	\$1,728.92	\$1,815.33	\$1,906.17	\$2,001.42	\$2,101.49
12	\$1,646.58	\$1,728.92	\$1,815.33	\$1,906.17	\$2,001.42	\$2,101.50	\$2,206.58
13	\$1,728.92	\$1,815.33	\$1,906.17	\$2,001.42	\$2,101.50	\$2,206.58	\$2,316.91
14	\$1,815.33	\$1,906.17	\$2,001.42	\$2,101.50	\$2,206.58	\$2,316.92	\$2,432.77
15	\$1,906.17	\$2,001.42	\$2,101.50	\$2,206.58	\$2,316.92	\$2,432.75	\$2,554.39
16	\$2,001.42	\$2,101.50	\$2,206.58	\$2,316.92	\$2,432.75	\$2,554.42	\$2,682.14
17	\$2,101.50	\$2,206.58	\$2,316.92	\$2,432.75	\$2,554.42	\$2,682.08	\$2,816.18
18	\$2,206.58	\$2,316.92	\$2,432.75	\$2,554.42	\$2,682.08	\$2,816.17	\$2,956.98
19	\$2,316.92	\$2,432.75	\$2,554.42	\$2,682.08	\$2,816.17	\$2,957.00	\$3,104.85
20	\$2,432.75	\$2,554.42	\$2,682.08	\$2,816.17	\$2,957.00	\$3,104.83	\$3,260.07
21	\$2,554.42	\$2,682.08	\$2,816.17	\$2,957.00	\$3,104.83	\$3,260.08	\$3,423.08
22	\$2,682.08	\$2,816.17	\$2,957.00	\$3,104.83	\$3,260.08	\$3,423.08	\$3,594.23
23	\$2,816.17	\$2,957.00	\$3,104.83	\$3,260.08	\$3,423.08	\$3,594.25	\$3,773.96
24	\$2,957.00	\$3,104.83	\$3,260.08	\$3,423.08	\$3,594.25	\$3,774.00	\$3,962.70
25	\$3,104.83	\$3,260.08	\$3,423.08	\$3,594.25	\$3,774.00	\$3,962.67	\$4,160.80
26	\$3,260.08	\$3,423.08	\$3,594.25	\$3,774.00	\$3,962.67	\$4,160.83	\$4,368.87
27	\$3,423.08	\$3,594.25	\$3,774.00	\$3,962.67	\$4,160.83	\$4,368.83	\$4,587.27
28	\$3,594.25	\$3,774.00	\$3,962.67	\$4,160.83	\$4,368.83	\$4,587.25	\$4,816.61
29	\$3,774.00	\$3,962.67	\$4,160.83	\$4,368.83	\$4,587.25	\$4,816.67	\$5,057.50
30	\$3,962.67	\$4,160.83	\$4,368.83	\$4,587.25	\$4,816.67	\$5,057.50	\$5,310.38
31	\$4,160.83	\$4,368.83	\$4,587.25	\$4,816.67	\$5,057.50	\$5,310.33	\$5,575.85
32	\$4,368.83	\$4,587.25	\$4,816.67	\$5,057.50	\$5,310.33	\$5,575.83	\$5,854.62
33	\$4,587.25	\$4,816.67	\$5,057.50	\$5,310.33	\$5,575.83	\$5,854.67	\$6,147.40

## Appendix B - BP2510 Participation in Local Decision Making



### COMPTON COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES POLICIES

#### **BP 2510 Participation in Local Decision Making**

**Issued: July 20, 2010**

#### Reference:

Education Code Section 70902(b)(7);  
Title 5, Sections 53200 et seq., (Academic Senate), 51023.5 (staff), 51023.7 (students);  
Accreditation Standard IV.A

The Board is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for board action and administrative regulations for CEO action under which the District is governed and administered. Except for unforeseeable emergency situations, the Board shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate. Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540, et seq.

Each of the following shall participate in the decision-making processes of the district:

- **Academic Senate(s)** (Title 5, Sections 53200-53206). The Board or its designees will consult collegially with the Academic Senate, as duly constituted with respect to academic and professional matters, as defined by law. Procedures to implement this section are developed collegially with the Academic Senate. "Consult collegially" means that the district governing board shall develop policies on academic and professional matters through either or both of the following methods, according to its own discretion:
  - relying primarily upon the advice and judgment of the academic senate; or
  - agreeing that the district governing board, or such representatives as it may designate, and the representatives of the academic senate shall have the obligation to reach mutual agreement by written resolution, regulation, or policy of the governing board effectuating such recommendations.
- **Staff** (Title 5, Section 51023.5). Staff shall be provided with opportunities to participate in the formulation and development of district policies and regulations that have a significant effect on staff. The opinions and recommendations of the CCCFE Faculty Unit, CCCFE Classified Unit, and other employees will be given every reasonable consideration.
- **Students** (Title 5, Section 51023.7). The Associated Students shall be provided an opportunity to participate effectively in the formulation and development of district policies and procedures that have a significant effect on students, as defined by the California Code of Regulations. The recommendations and positions of the Associated Students will be given every reasonable consideration. The selection of student representatives to serve on district committees or task forces shall be made after consultation with the Associated Students.
- **Consultative Council**. In so far as the California Code of Regulations cited above require the participation of the academic senate, staff and students in decision making that affect them, the Compton Community College District recognizes the Consultative Council as the official

body for the joint involvement of the named groups. The structure of the involvement is detailed in Administrative Regulation AR 2511 Council and Committees Structure.

- The Consultative Council, representative body for campus constituencies, will assist the CEO in the formulation of policy, regulations, and other decisions affecting institutional effectiveness, equal employment opportunity, planning, and budget to be presented before the Board of Trustees.
- Notwithstanding the Consultative Council's role as the official body for the joint involvement of the academic senate, staff and students in decision making, the Academic Senate retains the right independently to consult collegially with the Board or its designees with respect to academic and professional matters and nothing in this policy shall be interpreted as diminishing or otherwise derogating that right. The Board or its designee, the CEO, will listen to the advice of the senate, and when there is disagreement, the Board or the CEO will explain in writing the reason for the disagreement.

Applicable Administrative Regulation:

Administrative Regulation AR 2511 Council and Committee Structure

## Appendix C - Education Code Sections regarding Layoff and Re-employment

**88014.** Notwithstanding Section 88013, the governing board may lay off and reemploy classified employees only in accordance with procedures provided by Sections 88117 and 88127, except the term "personnel commission," as used in Section 88117, shall be construed to mean the governing board.

88015. Notwithstanding any other provision of law, any person who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The district shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If the person is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his or her request for reinstatement from retirement.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060).

**88017.** (a) When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 45 days prior to the effective date of their layoff.

(b) When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

(c) (1) A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not create a 45-day layoff notice requirement for any individual hired as a short-term employee, as defined in Section 88003, for a period not exceeding 45 days.

(2) This subdivision does not apply to the retention of a short-term employee, as defined in Section 88003, who is hired for a period not exceeding 45 days after which the short-term service may not be extended or renewed.

(d) This section does not preclude the governing board of a community college district from implementing either of the following without providing the notice required by subdivision (a) or (b):

(1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees.

(2) A layoff for a lack of work resulting from causes not

foreseeable or preventable by the governing board.

(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060) of this chapter.

**88117.** Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The personnel commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

**88127.** Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

For purposes of this section, for service commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in Section 88027. Nothing in this section shall preclude the governing board of a community college district from entering into an agreement with the exclusive representative of the classified employees that defines "length of service" to mean the hire date.

If a governing board enters into an agreement with the exclusive representative of classified employees that defines "length of service" to mean the hire date, the governing board may define "length of service" to mean the hire date for a classification of employee not represented by any exclusive bargaining unit.

Nothing in this section shall preclude the granting of "length of service" credit for time spent on unpaid illness leave, or unpaid industrial accident leave. In addition, for military leave of absence, "length of service" credit shall be granted pursuant to Section 88116.

"Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the district except service in restricted positions as provided in this chapter.