

**CLASSIFIED MANAGEMENT AND CONFIDENTIAL EMPLOYEE
HANDBOOK**

**Approved by Board of Trustees
June 12, 2002**

**IMPERIAL COMMUNITY COLLEGE DISTRICT
CLASSIFIED MANAGEMENT AND CONFIDENTIAL EMPLOYEE HANDBOOK**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
I. DESIGNATION OF CLASSIFIED MANAGEMENT AND CONFIDENTIAL EMPLOYEES	1
II. HOURS, OVERTIME, OTHER CONDITIONS	2
A. Workday and Workweek	2
B. Rest Periods	2
C. Lunch Periods	2
D. Call Back	2
E. Working Out of Classification	2
F. Overtime	3
G. Compensatory Time Off	3
H. Holiday Pay	4
I. Classified Management Exemption	4
III. PERSONNEL FILES	5
IV. TERMS OF EMPLOYMENT	6
A. Probationary Period	6
B. Permanent Employee	6
C. Reinstatement of Permanent Employees After Resignation	6
D. Probationary Period After Classification Change Through Hiring Process	6
E. Parking	6
V. EVALUATIONS	7
VI. SALARY	8
A. Anniversary Date	8
B. Longevity Steps – Confidential Employees	8
VII. INSURANCE	9
A. Early Retirement Programs	9
B. Medicare Supplement for Retirees and Miscellaneous Insurance Provisions	9
VIII. LEAVES OF ABSENCE	11
A. Sick Leave	11
B. Extended Sick Leave	12
C. Additional Leave for Nonindustrial Accident or Illness	12
D. Industrial Accident And Illness Leave	12
E. Rights of Employee Returning From Leave	14
F. Use of State Disability Insurance	14

**IMPERIAL COMMUNITY COLLEGE DISTRICT
CLASSIFIED MANAGEMENT AND CONFIDENTIAL EMPLOYEE HANDBOOK**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
G. Personal Necessity Leave	14
H. Bereavement Leave	15
I. Pregnancy and Childbirth Leave	15
J. Maternity Leave	15
K. Jury Duty	16
L. Military Leave	16
M. Leave Without Pay	16
N. Other Leaves of Absence	17
O. Catastrophic Leave Pool Program	17
P. Family and Medical Leave Act and California Family Rights Act	19
Q. Family School Partnership Act - CA Labor Code Section 230.8	19
R. Leave to Care for Sick Child, Parent or Spouse - CA Labor Code Section 233	19
 IX. VACATIONS	 21
A. Vacation Accrual Rates	21
B. Probationary Employees	21
C. Bonus Days For Unused Sick Leave	21
D. Vacation Periods	21
E. Illness During Vacation	22
 X. <u>HOLIDAYS</u>	 23
 XI. TRANSFER AND REASSIGNMENT	 24
A. Definitions	24
B. Criteria	24
C. Procedure	25
 XII. LAYOFFS	 27
A. Definitions	27
B. Notice of Layoffs	27
C. Order Of Layoffs	28
D. Alternatives To Layoff	28
E. Displacement Procedure	29
F. Re-employment Rights	29
G. Insurance Provisions	30
H. Accrued Vacation/Compensatory Time	30
I. Seniority	30
J. Miscellaneous	31

**IMPERIAL COMMUNITY COLLEGE DISTRICT
CLASSIFIED MANAGEMENT AND CONFIDENTIAL EMPLOYEE HANDBOOK**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
XIII. DISCIPLINARY PROCEDURE	32
A. Definitions	32
B. Progressive Discipline Procedure	33
C. Notice of Charges	35
D. Right to a Hearing	35
E. Dismissal For Cause	36
XIV. PROFESSIONAL GROWTH PROGRAM	38
XV. SAFETY	39

I. DESIGNATION OF CLASSIFIED MANAGEMENT AND CONFIDENTIAL EMPLOYEES

The Board hereby designates the following employees as classified management employees:

- Director of Child, Family and Consumer Studies
- Director of Fiscal Services
- Director of Information Systems
- Director of Maintenance and Operations
- Director of Purchasing and Warehouse
- Director of Small Business Development Center
- Director of Workforce Development
- Institutional Research Analyst

The Board hereby designates the following employees as classified confidential employees:

- Administrative Assistant
- Executive Assistant to the Superintendent/President
- Human Resources Administrative Secretary
- Human Resources Analyst
- Human Resources Office Technician
- Human Resources Technician
- Payroll and Benefits Coordinator

II. HOURS, OVERTIME, OTHER CONDITIONS

A. Workday and Workweek

The work week shall be forty (40) hours for full-time employees. The work day shall be eight (8) hours per day.

B. Rest Periods

Employee shall be granted two (2) fifteen (15) minute rest periods each workday. Rest periods will be taken as nearly as possible to the midpoint of the morning work period and as nearly as possible to the midpoint of the afternoon work period. Rest periods are part of the regular work shift, and compensation for that period of time shall be at the regular rate of pay of the employee. Employees are encouraged to take their rest periods away from their work sites.

C. Lunch Periods

Employee shall be granted a duty-free lunch period of no more than sixty (60) minutes nor fewer than thirty (30) minutes each workday which should be taken as nearly as possible to the midpoint of the workday. Employees are encouraged to take their lunch periods away from their work sites.

D. Call Back

Classified Confidential employees who are called in to work on a day when that employee is not scheduled to work, or is called back to work after completion of that employee's regular assigned shift, shall be compensated for at least four (4) hours of work at the appropriate rate of pay under this Agreement, even if the employee is required to work a lesser amount of time than the four (4) hours.

Classified Confidential employees who are assigned to come back to work after that employee has completed the regular assigned shift, and a time has lapsed of at least one hour, shall be compensated for at least two (2) hours of work at the appropriate rate of pay, even if the employee is required to work a lesser amount of time than the two (2) hours.

E. Working Out of Classification

Classified confidential employees who are assigned to work out of classification for more than five (5) consecutive work days shall be paid for such work in either of the following ways, whichever produces a higher salary for the employee.

- (1) The classified confidential employee will receive differential pay of five percent (5%) more than the employee's regular salary; or
- (2) The classified confidential employee will receive differential pay of fifty percent (50%) of the difference between the salaries of the two (2) involved positions at the same steps (including longevity pay).

A classified confidential employee who has worked out of classification for more than five (5) consecutive work days may initiate a request for higher salary range to the appropriate supervisor and the Director of Human Resources. Such differential pay shall be paid for the entire time the classified confidential employee works out of classification.

No classified confidential employee shall be required to work out of classification for more than thirty (30) consecutive work days, at which time the employee shall return to his/her regular position and salary.

If the classified confidential employee is filling in for someone in a higher classification, who is on vacation and/or extended leave, the employee shall be paid out of class pay for assumption of all duties and/or prorated pay for assumption of partial duties. At no time shall the out of class pay be less than a five percent (5%) increase for the duration of the out of class work. The Director of Human Resources will make the prorated calculation.

F. Overtime

"Overtime" is defined as any time required to be worked, assigned by the District, which is in excess of eight (8) hours in any one (1) workday and/or in excess of forty (40) hours in any one (1) calendar week, or as defined in E.C. 88027.

For the purpose of computing the number of hours worked in the paragraph directly above, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence, shall be considered as time worked by the employee.

A classified confidential employee who performs assigned overtime work shall be compensated at a rate of pay which is equal to one-and-one-half (1 and ½) times the employee's regular rate of pay, or shall be granted compensatory time off at the rate of one-and-one-half (1-½) hours for each overtime hour worked, whichever is selected by the employee.

G. Compensatory Time Off

Compensatory time off shall be taken by the classified confidential employee within twelve (12) calendar months following the month in which overtime was worked.

Compensatory time off shall be taken at a time that is approved by the individual classified confidential employee's immediate supervisor. The immediate supervisor will attempt to arrange for compensatory time off to be taken according to the classified confidential employee's preferences, but the needs of the District shall receive first consideration.

No more than fifteen (15) days of compensatory time off shall be accumulated by a classified confidential employee.

In the event that the immediate supervisor feels it is necessary for the classified confidential employee to work additional hours beyond the fifteen (15) days, they must receive written approval from the Director of Human Resources in advance. If there is not sufficient time to receive written approval, the supervisor may contact the Director of Human Resources by

phone with a follow up in writing. If the Director of Human Resources is not available, the supervisor may contact the appropriate Vice President in charge.

In lieu of compensatory time off, a classified confidential employee may receive payment for unused, accumulated compensatory time credited to them. In order to receive such payment, an employee must submit a written request for payment to the Human Resources Office by no later than 5:00 p.m. on the last day of the academic school year.

H. Holiday Pay

A classified confidential employee who is required to work on a holiday designated in this Agreement shall be compensated at the employee's regular rate of pay plus one-and-one-half (1 and ½) times the employee's regular rate of pay.

I. Classified Management Exemption

All classified management is exempt from overtime, call back, holiday pay and compensatory time off.

III. PERSONNEL FILES

- A. The District shall maintain personnel files of employees at its discretion. Every employee shall have the right to inspect materials in their personnel record upon request. Employees may only request copies of documents they have signed. Every employee may inspect their entire personnel record except as outlined below.
- B. Materials in the personnel files of an employee which may serve as a basis for affecting the status of the employee's employment are to be made available for the inspection of the employee. However, an employee may not inspect ratings, reports, or records which: (1) were obtained prior to the employment of the employee; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination. Every employee shall have the right to inspect such material upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- C. Information of derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Such notice shall allow ten (10) calendar days for review and comment. An employee shall have the right to enter comments and have them attached to any such derogatory information. Review of any derogatory information may take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

This paragraph C does not apply to information listed in the three (3) numbered phrases in paragraph B immediately above. An employee may not inspect ratings, reports, or records which: (1) were obtained prior to the employment of the employee; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination.

- D. If an employee disagrees with material or the contents of materials to be placed in the employee's personnel files, the employee may prepare a written statement within ten (10) days of knowledge of the materials which will be attached to the materials in the personnel file.

IV. TERMS OF EMPLOYMENT

A. Probationary Period

Employees shall serve a one (1) year probationary period.

Probationary employees shall be evaluated by their immediate supervisor during their fifth and tenth months of service. The evaluating supervisor shall review the performance evaluation with the probationary employee prior to submitting it to the Human Resources Office for filing. The employee, supervisor, and the Vice President/President shall sign the performance evaluation. Probationary employees may be dismissed from service at the discretion of the Board of Trustees or designee.

B. Permanent Employee

A person who has completed the one (1) year probationary period is deemed a permanent employee of the District.

C. Reinstatement of Permanent Employees After Resignation

Any permanent employee who voluntarily resigns from their permanent position may be reinstated or re-employed by the governing board of the District, within thirty-nine(39) months after their last day of paid service and without further competitive examination, to a position in his/her former classification as a permanent or limited-term employee, or as a permanent or limited-term employee in a related lower class or a lower class in which the employee formerly had permanent status, if applicable.

D. Probationary Period After Classification Change Through Hiring Process

A permanent employee who changes classifications through the employment process must perform a probationary period in the new classification. An employee who is unable to successfully complete the probationary period, by meeting the performance standards of the new classification, may be returned to his/her former position, or to a similar classification at the same salary range and step as the former position without a loss in status or benefits.

E. Parking

The District shall provide free parking to employees.

V. EVALUATIONS

Performance evaluations are required as follows:

- (1) Probationary employees shall be evaluated during the fifth and tenth months of employment.
- (2) Permanent employees shall be evaluated in the month of their second anniversary date and bi-annually thereafter.

No performance evaluation shall be made based solely upon hearsay statements. Performance evaluations shall be based on the evaluator's personal observations and knowledge of the employee's job performance. Any negative performance evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendation made.

The employee shall have the opportunity to review and discuss his/her written evaluation with the evaluator and receive a copy. The employee shall then sign the evaluation verifying that the discussion and review have taken place. The employee's signature in no way signifies agreement with the evaluation. The employee shall be provided a copy of the signed evaluation.

If the employee disagrees with the evaluation, he/she has the right to attach a statement to the District copy of the evaluation within ten (10) days after receiving the employee's copy.

VI. SALARY

Salary schedules shall be maintained in the Human Resources Office. A copy of the current salary schedule shall be provided to employee.

Appointees shall be placed on the salary schedule as follows: (1) Step A for those who meet the minimum qualifications for the classification, (2) Step B for those who have one (1) or more years of verifiable experience above the minimum qualifications in a comparable classification, or (3) Step C for those who have two (2) or more years of verifiable experience above the minimum qualifications in a comparable classification.

A. Anniversary Date

The anniversary date for permanent employees hired prior to July 1, 1982, shall be the first day of the month of employment.

For permanent employees hired on July 1, 1982, and thereafter, the anniversary date for employees hired between the first day of the month and the fifteenth day of the month shall be the first day of the month of employment.

For permanent employees hired on July 1, 1982, and thereafter, the anniversary date for employees hired on the sixteenth day of the month or thereafter shall be the first day of the month following the month of employment.

B. Longevity Steps – Confidential Employees

A permanent classified confidential employee who accepts another job classification with the District shall retain his/her current step on the salary schedule and longevity, if applicable.

A permanent classified confidential employee shall earn additional compensation based on his/her length of service with the District. The longevity steps and percentage of salary increase are calculated from the anniversary date of the employee and based on the employee's years of service.

VII. INSURANCE

The District agrees to pay the cost of medical, dental, prescription card, and optical insurance for employees and dependents. District shall maintain employee medical, dental, prescription card, and optical insurance programs consistent with other District employee medical, dental, prescription card, and optical insurance programs.

A. Early Retirement Programs

Under certain conditions an employee who has not yet reached sixty-five (65) years of age, however the employee must have attained the minimum age required by PERS, may retire and have the District make premium payments in full on behalf of the retiree and dependents for medical, hospital, dental, prescription card, and optical insurance coverage. Those conditions are as follows:

- (1) an employee shall have at least twelve (12) years of service to the District;
- (2) an employee's age added to the member's years of service to the District shall total at least the number seventy (70);
- (3) when a retiree under this program reaches sixty-five (65) years of age, the District shall provide a Medicare Supplement for retirees which shall include a prescription card; and
- (4) when a retiree under this program reaches sixty-five (65) years of age, the District shall provide a Medicare Supplement for retirees which shall include the vision and dental plan.

B. Medicare Supplement for Retirees and Miscellaneous Insurance Provisions

The District agrees to offer a Medicare Supplement insurance program provided by AFLAC to qualified employees who retire during the duration of this Agreement, and their qualified dependents, in accordance with the following conditions.

- (1) The employee shall have worked full time for the District for twelve (12) years or more at the time of retirement. Employment in another district shall not be counted in the twelve (12) year requirement.
- (2) The employee's age when added to the member's years of service to the District shall total at least the number seventy (70).
- (3) A qualified employee who reaches sixty-five (65) years of age becomes eligible for the program, and the District agrees to pay the premium for the life of the eligible retiree.
- (4) The District shall make the premium payments on behalf of the retiree.
- (5) The District shall provide a PCS card to qualified retirees and dependents, paid for through the insurance fund.
- (6) The District shall provide a vision (VSP) plan to qualified retirees and dependents,

paid for through the insurance fund.

- (7) The District shall provide a dental plan to qualified retirees and dependents, paid for through the insurance fund.
- (8) The supplemental insurance program shall cover qualified dependents of the retiree.
- (9) The District does not provide life insurance for retirees.

VIII. LEAVES OF ABSENCE

A. Sick Leave

Sick leave for illness or injury shall be earned at the rate of one (1) day per month for each month of service per school year. After employees have completed three (3) years of service, they shall earn paid sick leave at the rate of one-and-one-half (1 and ½) days for each month of service. After employees have completed twelve (12) years of service, they shall earn paid sick leave at the rate of two (2) days for each month of service to the District. After employees have completed twenty (20) years of service, they shall earn paid sick leave at the rate of two and one-quarter (2-1/4) days per month of creditable District service.

Accumulation of Sick Leave

Unused sick leave credit shall be accumulated from year to year.

Credit for sick leave shall be made available to all employees on the first (1st) day of their contract year and need not be accrued prior to the time employees use sick leave. However, new employees shall not be eligible to use more than twelve (12) days of sick leave, or the proportionate amount to which they are entitled, until the first (1st) days of the calendar month after completion of one (1) year of active service with the District.

Employees who use all of their current annual sick leave credit and subsequently fail to complete their full assignment for the school year shall have deducted from their final pay warrant the amount paid to them for the unearned current annual sick leave.

Verification of Absence

Verification of absence due to illness or injury for a period of five (5) or more consecutive work days shall be provided by means of a written statement from the employee's physician or licensed medical practitioner certifying illness or injury. This written statement shall be submitted to the Human Resources Office before the employee may return to duty.

Employees who are absent from work because of illness or injury for one (1) month (thirty [30] consecutive days) or more shall be required to provide a written statement from the employee's physician or licensed medical practitioner which verifies that the employee is able to return to work and has received the physician's or practitioner's approval to do so. This written statement shall be submitted to the Human Resources Office before the employee may return to duty.

Verification of absence due to illness or injury for a period of twelve (12) or more days in any given calendar month shall be provided by means of a written statement from the employee's physician or licensed medical practitioner at the District's expense.

Transfer of Sick Leave

Employees who have been employed by another college or school district for a period of one (1) calendar year or more who then subsequently are employed by this District within one (1) calendar year of termination from the prior employing district, shall have transferred to this District the total remaining amount of sick leave accumulated in the prior district to which the employee was entitled.

B. Extended Sick Leave

If the extended (other) sick leave period is a result of an industrial injury or illness, the period of eligibility for extended (other) sick leave begins after all other paid leaves and compensatory time are exhausted, and the extended sick leave period shall not exceed five (5) months.

If the extended (other) sick leave period is a result of a non-industrial injury or illness, the period of eligibility begins on the first day of illness or injury and shall extend for a period of five (5) months. This period runs concurrently with all other paid leaves and compensatory time.

After the member exhausts all other paid leaves and compensatory time, they will be entitled to the difference between their salary and the salary of a substitute for the remainder of the five (5) month period beyond the time of paid leaves.

If workers' compensation or SDI is provided, employees shall be allowed to retain those benefits in addition to the difference in salary, provided the total of all the amounts does not exceed their regular salary.

C. Additional Leave for Nonindustrial Accident or Illness

A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory time, overtime, or other available paid leave and is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or such lesser leave periods that it may provide, but not to exceed a total of eighteen (18) months.

When the employee is able to resume the duties of a position within the classification to which assigned, the employee may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. The employee shall be restored to a position within the classification to which previously assigned, and if possible, to the position to which previously assigned, and with all rights, benefits and burdens of a permanent employee.

If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of the position, the employee shall be placed on a re-employment list for a period of thirty-nine (39) months. Re-employment shall follow the procedures as outlined in Education Code section 88195.

D. Industrial Accident And Illness Leave

Eligibility for Coverage

An employee who either suffers an injury as a direct result of an accident, or develops an illness, arising out of and in the course and scope of employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same injury or illness.

Eligibility for such coverage shall begin on the first (1st) work day of employment. Industrial accident and illness leave shall commence on the first (1st) day of absence.

Reporting Procedures

Any accident or illness shall be reported immediately to the supervisor of the involved employee. Within twenty-four (24) hours of a qualifying accident or illness, the employee involved shall complete and file an accident report with the Human Resources Office. In addition, a physician's written report shall be completed and filed with the Human Resources Office. This report shall describe the nature and extent of the injury or illness and the estimated time the employee will be away from work because of the illness or injury. (Reporting forms are available in the Human Resources Office)

Use of Leave

Allowable leave shall not be accumulated from year to year, and when this leave overlaps a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

Industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

This leave is to be used in lieu of normal sick leave.

When entitlement to this leave has been exhausted, entitlement to other sick leave will then be used. However, if an employee is receiving workers' compensation, that employee shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

During all paid leaves under this section, the employee shall endorse to the District all wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

Upon termination of industrial accident and illness leave, the employee shall be entitled to request extended sick leave benefits, if necessary.

When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the position, then the employee shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months or as specified in Education Code Section 88192.

E. Rights of Employee Returning From Leave

Upon expiration of a leave of absence, employees shall be placed in the same position in which they previously worked providing the position still exists. If the position does not exist, employees will be placed in a comparable position, if any.

F. Use of State Disability Insurance

In the event of disability and unless otherwise provided by this section, employees shall have the option of:

- (1) Utilizing vacation when eligible to receive State Disability Insurance benefits (SDI). Under current law, the use of vacation is not considered wages. As such, vacation shall not be coordinated with SDI, and SDI benefits may be retained by the employee. Pre-approval must be obtained prior to utilizing vacation under normal circumstances;
- (2) Using all accumulated sick leave before using State Disability Insurance basic benefits;
- (3) Using all accumulated compensatory time, after sick leave is exhausted, before using State Disability Insurance basic benefits;
- (4) Using only State Disability Insurance basic benefits before using accumulated sick leave and compensatory time;
- (5) Coordinating State Disability Insurance Basic Benefits with accumulated sick leave, and compensatory time after sick leave is exhausted, so that an employee's daily sick leave, and compensatory time after sick leave is exhausted, will be reduced by only the amount necessary to equal a full day's wage when added to the disability benefit amount.

If at the time a disability claim is made an employee declares in writing that he/she is in the final three years of employment prior to retirement, said employee shall be required to utilize accumulated sick leave before using State Disability Insurance basic benefits for the remainder of the period for which such disability might exist.

G. Personal Necessity Leave

Earned sick leave may be used by an employee for the purpose of personal necessity. However, no more than seven (7) days of earned sick leave in a fiscal year may be used for category numbers one (1) through seven (7) below.

- (1) The death of a member of the employee's immediate family (as defined under Bereavement Leave) when additional leave is required beyond that provided in Bereavement Leave.
- (2) An accident, involving the employee's person or property, or the person or property of a member of the employee's immediate family.
- (3) The death of a friend.

- (4) A special event in the employee's immediate family.
- (5) An illness of a member of the employee's immediate family.
- (6) An appearance in court as a litigant or as a witness under official order.
- (7) Personal necessity.

Employee has the responsibility of notifying the supervisor as soon as possible of need to take personal necessity leave. When employee completes time sheet, he/she shall designate which of the seven (7) categories of personal necessity leave was taken.

H. Bereavement Leave

Employees shall be granted three (3) days of bereavement leave with pay in the event of the death of any member of the employee's immediate family.

"Member of the immediate family" shall mean the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee; or the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, or any relative living in the immediate household of the employee.

Employees who must travel at least five-hundred (500) miles to attend a funeral of a member of the employee's immediate family will be granted one (1) additional day of bereavement leave. If an additional five-hundred (500) miles must be traveled for the same funeral, then one (1) more leave day will be granted. If an employee is traveling pursuant to this paragraph to attend the funeral of the employee's mother, father, spouse, son or daughter, an additional two (2) other days of bereavement leave, in addition to the applicable travel days shall be granted.

I. Pregnancy and Childbirth Leave

A pregnant female employee on active duty shall be eligible to utilize sick leave for any disabilities caused, or contributed to, by pregnancy, childbirth or miscarriage.

The employee is required to submit to the Human Resources Office a written statement from her physician or licensed medical practitioner which certifies that she is unable to perform her normal duties because of medical reasons related to pregnancy.

Pregnancy and childbirth leave shall terminate when the employee's physician or licensed medical practitioner declares in writing that the employee is able to return to work.

J. Maternity Leave

Maternity leave may be granted to a female employee, without pay and benefits, for a period of time up to and including twelve (12) consecutive calendar months immediately following pregnancy and childbirth leave.

In order to qualify for such leave, the employee is required to submit a written request to the Human Resources Office which includes the proposed date the leave is to begin and the proposed duration of the maternity leave.

The request shall be submitted at least thirty (30) calendar days prior to the commencement of the maternity leave.

K. Jury Duty

An employee who is called for jury duty will be granted the necessary time off with pay to fulfill jury duty obligations. Also, an employee who is required to appear in court as a witness, but not as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the employee's connivance or misconduct, shall also be granted such leave.

This leave shall be granted with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees. Any meal, mileage and/or parking allowances provided to the employee in connection with jury or witness service shall not be considered in the amount received for such service.

An employee who is called to jury duty, subpoenaed as a witness (but not as a litigant), or officially summoned by another governmental jurisdiction, is required to provide to the Human Resources Office a copy of the official call to jury duty, subpoena, or summons.

L. Military Leave

Employees shall be entitled to all military leaves and benefits as provided by Education Code Section 87832 and Military and Veteran's Code Sections 389 through 395.4.

M. Leave Without Pay

Requested by the Employee:

Employee may request, and with administrative approval, take up to one calendar month (20 work days) leave. Medical benefits will continue to be paid by the District during the time off. Longevity, anniversary date, illness or injury leave and vacation benefits will continue uninterrupted.

Required by the District:

Employee who is required by the District to take time off during the summer will continue to receive paid medical benefits, accrual of illness or injury leave and vacation time. Also, employee's anniversary date and longevity date will not be affected by the reduction in time for the summer. (Board of Trustees 10-10-79)

N. Other Leaves of Absence

Employee may be granted a leave of absence with or without pay by the Board of Trustees upon the recommendation of the Superintendent. Such a leave may be granted for a period of time which does not exceed one (1) year when such action is not contrary to the best interest of the District.

O. Catastrophic Leave Pool Program

The District hereby establishes a Catastrophic Leave Pool Program (CLPP) that will enable Classified Management/Confidential who qualify to use leave credits accumulated in a pool which is created by donations of eligible leave credits by Classified Management/ Confidential members and Administrators.

Definitions

For the purposes of this program, the following definitions shall apply.

- (1) "The CLPP" or "this program" shall mean the Catastrophic Leave Pool Program.
- (2) "The Director" shall mean the Director of Human Resources.
- (3) "Catastrophic illness or injury" shall mean an illness or injury that is expected to incapacitate an employee for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
- (4) "Member of the immediate family" shall be as it is defined in the Bereavement Leave section of this Handbook.
- (5) "Eligible leave credits" shall mean sick leave, vacation leave and compensatory time accrued to a donating employee.

Participation

An employee who is, or whose family member is, suffering from a catastrophic illness or injury and who desires to participate in the CLPP must meet all of the following requirements to qualify for this program.

- (1) Submit a request in writing to the Director seeking to qualify for the CLPP.
- (2) Provide verification of catastrophic illness or injury by submitting a physician's or licensed medical practitioner's statement in writing to the Director which includes all of the following information:
 - (a) that the applicant or family member is under the physician's or practitioner's direct care for treatment of the catastrophic illness or injury;

- (b) a description of the catastrophic illness or injury;
 - (c) the beginning date of the catastrophic illness or injury;
 - (d) a prognosis for recovery; and
 - (e) the anticipated date the employee will be able to return to work.
- (3) Demonstrate that all of his or her accrued paid leave credits have been exhausted.

In the event the requested leave time is for the catastrophic illness or injury of a member of the employee's immediate family, the physician's or practitioner's statement, in addition to items (a) through (e) in number 2 directly above, must include the following information:

- (1) the immediate family member's relationship to the employee requesting to participate in the CLPP;
- (2) where the family member resides; and,
- (3) a statement that describes and defines as precisely as possible the way in which the family member is totally dependent upon the employee on a continuing basis.

General Conditions

- (1) The Director of Human Resources shall administer this program.
- (2) The District reserves the right to refer an applicant or member of the immediate family, at District cost, to a physician or doctor of the District's choice for the purpose of a second (2nd) opinion.
- (3) A contribution of eligible leave credits to the pool is not a prerequisite for making use of leave credits donated to the pool.
- (4) Employees who use leave credits from the pool are not required to pay them back into the pool.
- (5) Once eligible leave credits have been donated to the pool, they cannot be reclaimed by the employee who donated them.
- (6) Employees may not designate a particular employee to receive eligible leave credits donated to the pool.
- (7) The amount, if any, of pool leave granted for each catastrophic illness or injury will be determined by the Director, but the amount shall not exceed one-third (1/3rd) of the balance in the pool or ninety (90) days, whichever is less.
- (8) Any unused balance of pool leave granted to an employee returns to the pool, and the estate of a deceased employee who had qualified for this program is not entitled to payment for unused pool leave.

- (9) Eligible leave credits donated to the pool shall be in increments of whole hours, and an employee who donates leave credits is required to have at least one hundred twenty (120) hours of personal eligible leave credits remaining after the donation.
- (10) An employee who donates eligible leave credits to the pool shall contribute no fewer than eight (8) hours nor more than twenty-four (24) hours each fiscal year.
- (11) Employees who are receiving benefits under State Disability Insurance, Workers' Compensation, or any other extended paid leave program authorized by the Imperial Community College District Board of Trustees, shall not be eligible to participate in the CLPP.

P. Family and Medical Leave Act and California Family Rights Act

The parties agree that all eligible employees (within the meaning of the respective acts) shall be entitled to all benefits conferred by the Family and Medical Leave Act and the California Family Rights Act.

Further information on the Family and Medical Leave Act and California Family Rights Act may be obtained from the Human Resources Office.

Q. Family School Partnership Act - CA Labor Code Section 230.8

Notwithstanding any other leave provided herein, an employee shall be provided leave, as provided in the California Family School Partnership Act (FSPA) (effective January 1, 1995.) Further information can be obtained from the Human Resources Office.

R. Leave to Care for Sick Child, Parent or Spouse - CA Labor Code Section 233

This leave is provided to meet the express minimum requirements of California Labor Code Section 233, to the extent that section is applicable to community college districts, and the provisions of this policy shall be interpreted in accordance with that section. The District shall permit any classified management/confidential employee to use in any calendar year the employee's accrued and available full pay sick leave entitlement as provided above, in an amount not to exceed the sick leave that would be accrued during six (6) months at the employee's then current rate of entitlement, to attend to an illness of a child, parent or spouse of the employee. This policy does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

As used in this policy:

"Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

"Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

"Sick Leave" means accrued increments of compensated leave provided by the District, sick leave for use by the employee during an absence from employment for any of the following reasons:

- (1) The employee is physically or mentally unable to perform his or her duties due to illness, injury, or a medical condition of the employee.
- (1) The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.
- (2) The absence is other medical reasons of the employee, such as pregnancy or obtaining a physical examination.

“Sick leave” does not include any insurance benefit, workers compensation benefits, unemployment compensation disability, or a benefit not payable from the District’s general assets.

This policy and any practice hereunder shall automatically be terminated and have no further force or effect in the event that the District receives official notice, by chaptered legislation or otherwise, that Labor Code Section 233 has been amended by the Legislature or interpreted by a court of competent jurisdiction or the California Attorney General to be inapplicable to community college district classified management/confidential employees.

In the event that the District receives official notice, by chaptered legislation or otherwise, that sick leave under Labor Code Section 233 and/or this provision, has been amended by the Legislature or interpreted by a court of competent jurisdiction or the California Attorney General so that it is superseded by or runs concurrently with personal necessity leave or other fully-paid leave provided to classified management/confidential employees under other applicable law or other provisions of this policy, then this policy and any practice hereunder shall automatically and immediately be implemented in accordance with that amendment or interpretation.

IX. VACATIONS

Employees shall be granted annual vacations at the regular rate of pay earned at the time the vacation is commenced.

Earned vacation shall not become a vested right until employees have completed the initial one (1) year of employment, nor shall employees be allowed to take earned vacation until after completion of the initial one (1) year of continuous service.

A. Vacation Accrual Rates

<u>Period of Continuous Paid Service</u>	<u>Monthly Hourly Vacation Accrual Rates</u>
Hire date through 3 rd year of service	6.64 Hours
4 th year through 10 th year of service	12.00 Hours
11 th year through 14 th year of service	13.36 Hours
15 th year through 19 th year of service	14.64 Hours
20 th year and beyond	16.00 Hours

B. Probationary Employees

Probationary employees who leave the service of the District before completion of one (1) year of employment shall not receive vacation credit.

C. Bonus Days For Unused Sick Leave

By June 30th of a fiscal year, employees who have used no more than three (3) days of sick leave in that fiscal year shall receive a bonus of two (2) days of vacation.

D. Vacation Periods

Vacations may be taken by all employees at any time during the year with the approval of the employee's immediate supervisor and the Director of Human Resources. In arranging the schedule of vacations, an attempt will be made to provide vacation time according to the employee's desires; however, the needs of the District shall receive first consideration in the scheduling of vacations.

An employee may accrue and accumulate vacation up to an amount equal to the last school year's accrual plus the current school year's accrual after which no more vacation may be accrued until the employee begins to utilize accumulated/accrued vacation. This process shall hereafter be referred to as a "cap" on vacation accrual.

It is further agreed that this cap will not be imposed upon any employee who is unable, due to an injury or illness as defined in Leaves Section of this Handbook, to take regularly scheduled vacations. An employee affected under this section shall be required to reduce the amount above the cap to the cap level within two (2) years of the return to duty.

E. Illness During Vacation

If an employee becomes seriously ill or is injured during a scheduled vacation period, the employee may submit a signed statement from a physician stating that the employee was unable to continue the vacation. The unused portion of the vacation may then be deducted from earned sick leave. The balance of the vacation may then be rescheduled.

X. HOLIDAYS

The following days shall be paid holidays:

- | | |
|--------------------------------|-----------------------------------|
| 1. New Year's Day | 9. Labor Day |
| 2. Martin Luther King Day | 10. Veteran's Day |
| 3. Lincoln Day | 11. Thanksgiving Day |
| 4. Washington Day | 12. Friday After Thanksgiving Day |
| 5. Friday Before Easter Sunday | 13. Christmas Eve |
| 6. Monday After Easter Sunday | 14. Christmas Day |
| 7. Memorial Day | 15. New Year's Eve |
| 8. Independence Day | |

When a holiday listed above occurs on a Sunday, the following workday not a holiday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed above occurs on a Saturday, the preceding workday not a holiday shall be deemed to be the holiday in lieu of the day observed.

The District agrees that regarding those workdays that occur during the Winter Break, four (4) days (in addition to those listed above) shall be paid holidays. The remaining days shall be taken as vacation, comp time, PN leave, or no pay.

With respect to Spring Break, those days not designated as paid holidays during Spring Break, shall be taken as vacation, comp time, PN leave or no pay.

Any future salary schedule increases which cumulatively exceed the COLA will result in the reduction in the number of paid holidays at a ratio of one (1) holiday for each cumulatively 5% salary increase over COLA until the number of remaining holidays have reached 16.

For example: 1997-1998: COLA = 3%; District offers 6%; Difference = 3%
 1998-1999: COLA = 2%; District offers 5%; Difference = 3%
 1999-2000: 3% + 3% = 6% which means 1 holiday given back with 1% in reserve

Employees shall be entitled to the paid holidays as listed or described above, and any day declared a holiday by the Board of Trustees, provided that the employees were in a paid status during any portion of the workday immediately preceding or immediately succeeding the holiday.

The District shall comply with the provisions of Education Code Section 88205 relating to in-lieu holidays and Section 88206 relating to substitute holidays.

XI. TRANSFER AND REASSIGNMENT

A. Definitions

A "transfer" is defined as the relocation of an employee from one work-site in the District to another work-site in the District.

A "reassignment" is defined as the assignment of an employee from one job classification or position to another job classification or position.

A "permanent" transfer or reassignment is made when an employee is transferred or reassigned on a permanent basis.

A "temporary" transfer or reassignment is made when an employee is transferred or reassigned for a specific period of time.

A "District" transfer or reassignment is made when an employee is temporarily or permanently transferred or reassigned in accordance with a request initiated by an employee's immediate supervisor or a supervising administrator to adjust for work coverage, to meet the need for special job skill requirements, or to alleviate special work-related problems.

A "voluntary" transfer or reassignment is made upon the District's approval of an employee's request for voluntary transfer or reassignment. In a voluntary transfer or reassignment, an employee is permanently transferred or reassigned to a classification whose salary range and step is equal to or lower than the range and step of the employee's current classification (i.e., lateral or downward movement on the salary schedule).

B. Criteria

In all instances, the Superintendent/President, or designee, shall transfer or reassign employees based on the needs of the District.

Employees permanently transferred or reassigned under either a District or voluntary transfer or reassignment shall not serve a probationary period.

Criteria for District Transfer or Reassignment

The transfer or reassignment of employees shall not be used to supplant the hiring process or to punish or discipline employees.

Under a District transfer or reassignment, an employee will suffer no loss of salary, seniority, or benefits and must meet the minimum qualifications of the new classification or position.

In all instances, every effort will be made to transfer or reassign employees within the same or comparable job classifications and salary ranges.

If it is necessary to reassign employees into a job classification with a salary range that is lower than their present job classification, the employee will continue to be compensated at the higher salary range and step. The salary of the reassigned employee will be frozen at the higher range and step until the lower salary range increases to an equivalent value.

If it is necessary to reassign employees into a job classification with a salary range that is higher than their present job classification, the employee will be compensated at the higher salary.

Criteria for Voluntary Transfer or Reassignment

Employees must meet the minimum qualifications of the classification or position requested.

An employee's seniority will not be affected. His or her salary will be based on the new classification's range and the employee's current step on the salary schedule.

Employees will receive the benefits available to the classification requested.

C. Procedure

Procedure for District Transfer or Assignment

A request for permanent or temporary transfer or reassignment may be initiated by an employee's immediate supervisor or a supervising administrator.

The permanent or temporary transfer or reassignment of employees shall be made by completing and processing the Transfer or Reassignment form.

In the event of a permanent or temporary transfer or reassignment, the affected employee shall have received written notification of such action from the Director of Human Resources at least ten (10) work days prior to the effective date of the transfer or reassignment.

An employee has the right to appeal the transfer or reassignment to the Director of Human Resources within the ten (10) work day period prior to the effective date of the transfer or reassignment.

In the event of a temporary transfer, the affected employee will be provided with transportation or reimbursed at the prevailing District rate for additional mileage incurred as a result of the transfer for the duration of the temporary transfer.

Procedure for Voluntary Transfer or Reassignment

Employees may request a voluntary transfer or reassignment by completing the Request for Voluntary Transfer or Reassignment form.

All requests for voluntary transfer or reassignment will be evaluated based upon employees' qualifications and the needs of the District. In all instances an employee will be notified of the disposition of his/her request within forty-eight (48) hours of a final determination.

The affected employee shall have received written notification of such action from the Director of Human Resources at least ten (10) work days prior to the effective date of the transfer or reassignment.

XII. LAYOFFS

Layoffs of employees shall take place because of lack of funds or lack of work and shall be in accordance with the provisions of this Section and the California Education Code.

A. Definitions

"Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

"Classification" shall be as the word is defined in Education Code Section 88001(a).

"Length of service" shall mean all hours in paid status, whether during the school year, a holiday, recess, or during any period that the College was in session or closed commencing or continuing after July 1, 1971, but does not include any hours compensated solely on an overtime basis as provided for in Education Code Section 88027. Any time served by an employee prior to July 1, 1971, shall be computed by crediting two thousand and eighty (2,080) hours for each year of service with the District whether that service was full-time or part-time.

"Hours in paid status" shall mean service with the District by an employee performed while that employee was in probationary or permanent status.

An "affected reassigned employee" is defined as an employee of the District who has been laid off under this Section but who has been voluntarily reassigned in order to avoid interruption of employment by layoff and thereby becomes subject to the thirty-nine (39) month re-employment provisions of the Education Code and this Section. Such a person is required, in writing, to attest to the fact that she or he voluntarily accepts the reassignment.

An "affected person" is defined as a former employee of the District who has been, or shortly will be, laid off under this Section and thereby becomes subject to the thirty-nine (39) month re-employment provisions of the Education Code and this Section.

For classified confidential employees, "lower included classifications" are those classifications that have duties and/or minimum qualifications that are included or encompassed in the duties and/or minimum qualifications designated for the senior employee's classification.

"PERS" means the California Public Employees' Retirement System.

B. Notice of Layoffs

An employee who is to be laid off shall be notified of the impending action by certified mail sent to the most recent address provided to the District by the employee or in person by the Director of Human Resources at least thirty (30) calendar days prior to the effective date of layoff.

The Notification of Layoff shall contain the effective date, the reason, reassignment rights, if any, re-employment rights and an Employee Response Form.

Within five (5) work days of the date the employee received the notification of layoff (via personal delivery or two days after notification is sent certified mail), the employee is required to file with the

Human Resources Office the signed, dated, and completed Employee Response Form which indicates whether or not the employee desires to exercise reassignment rights.

Failure to provide written notice under the provisions of this section shall invalidate the layoff. In addition, failure to follow proper procedures shall be considered an improper layoff. An employee who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

C. Order Of Layoffs

The order of layoffs within a classification shall be determined by length of service with the District. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first. Re-employment shall be in the reverse order of layoff.

Length of service credit for time spent on military leave of absence, unpaid illness leave, unpaid industrial accident or illness leave, unpaid medical leave, or any approved unpaid personal leave shall be granted.

In the event two (2) or more employees who are to be laid off have the same length of service, the order of layoff of such employees shall be determined by lot.

D. Alternatives To Layoff

Employees who are to be laid off may be able to exercise one (1) of the following options in lieu of layoff:

- (1) displace the least senior employee in the same classification or in a lower included classification in which case they shall become an effected reassigned employee;
- (2) retire under provisions of the laws and regulations pertaining to retirement under PERS; or
- (3) apply for any vacant position in the District for which they are qualified.

Employees who take voluntary demotions or reclassification in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Director of Human Resources shall make the determination of the specific period eligibility for re-employment on a class-by-class basis. (E.C. 88117)

Employees who take voluntary demotions or reclassifications in lieu of layoff shall be, at the option of the employee, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list, they shall be ranked on that list in accordance with their proper seniority. (E.C. 88117)

E. Displacement Procedure

An employee who is to be laid off has so-called "bumping rights" over another employee in the same classification who has been employed the shortest period of time in accordance with Education Code Section 88127 and the procedure that follows.

- (1) An employee who has been notified that he/she will be laid off has the right to displace the most junior employee in his or her classification, or in a like or similar classification.
- (2) If this cannot be accomplished, an employee who has been notified that he/she will be laid off has the right to displace the most junior employee in an equal or lower classification in which the senior employee has served previously.
- (3) If neither of the above are possible, an employee who has been notified that he/she will be laid off has the right to displace the most junior employee in lower included classifications.

F. Re-employment Rights

Affected persons and effected reassigned employees who have been laid off under this Section and pertinent Education Code Sections shall be re-employed by the District, if that is possible, in the reverse order of layoff, in accordance with Education Code Sections 88014, 88015, 88017, 88117 and 88127, and shall be subject to the provisions and/or conditions described directly below.

An affected person shall be required, on a continuing basis during the thirty-nine (39) month re-employment period, to notify in writing the Human Resources Office of his or her current address.

If a position in a classification for which the effected person has seniority and is qualified becomes available during the thirty-nine (39) month re-employment period following layoff, the Director of Human Resources will send a written notice by certified mail to that person at the current address offering that person re-employment in the position.

An affected person who receives such an offer of re-employment from the District has three (3) alternatives:

- (1) accept the offer in writing;
- (2) not respond to the offer within ten (10) working days in which case the offer becomes null and void; and,
- (3) reject the offer in writing.

Should the offer be accepted, the effected person shall have up to thirty (30) calendar days from the postmark of the offer of re-employment in which to report to work though he or she may do so earlier than the thirty (30) calendar day maximum.

Should the offer be rejected, such a rejection shall not jeopardize the effected person's re-employment rights during the remainder of the thirty-nine (39) month re-employment period.

G. Insurance Provisions

Affected persons shall continue to receive--for up to, but for no more than, three (3) months following the date of layoff--the hospital, medical, dental, and vision insurance benefits they were receiving when they were laid off so long as they comply with the conditions described directly below.

- (1) Affected persons are required to notify, in writing, the Director of Human Resources of their continued eligibility for insurance coverage exactly thirty (30), sixty (60) and ninety (90) calendar days following the date of layoff except in either of the two (2) instances described directly below.
- (2) If an affected person accepts employment outside of the District, or if that person is covered by hospital, medical (including prescription card), dental, vision, or life insurance not provided by the District, then the insurance coverage provided by the District shall cease immediately.

H. Accrued Vacation/Compensatory Time

Affected persons are entitled to earned vacation and/or compensatory time off credit under the conditions described directly below.

- (1) An affected person may decide to receive monetary compensation for earned vacation and/or compensatory time off credit. Such monetary compensation shall be paid to the effected person on the next regularly scheduled payroll date following the date of layoff of the effected person.
- (2) If an affected person decides to take earned vacation and/or compensatory time off credit instead of compensation, he or she shall begin using any earned vacation and/or compensatory time off the workday immediately following the date of layoff. The District may not require an effected person to use earned vacation and/or compensatory time off during the thirty (30) calendar day notification period.
- (3) Previously scheduled vacations of effected persons shall be canceled.

I. Seniority

During the thirty-nine (39) month re-employment period, no affected person shall earn seniority credit or accrue vacation, sick leave, or holiday benefits.

However, the seniority of an affected person shall remain throughout the thirty-nine (39) month re-employment period at the status it was on the date of layoff.

The District shall maintain a current listing of all employees and effected persons which indicates date-of-hire seniority and classification seniority.

J. Miscellaneous

The District will notify affected persons and effected reassigned employees by certified mail at last known address of all vacancies. If an affected person or an effected reassigned employee qualifies for the vacancy, the effected individual will be eligible to fill that vacancy without further examination. Eligibility will be determined by experience in lower included classifications or by ability to meet minimum qualifications for the vacancy.

XIII. DISCIPLINARY PROCEDURE

Any employee designated as a permanent employee shall be subject to disciplinary action for cause as prescribed by rules or regulations of the governing board, but the governing board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

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

A. Definitions

For the purposes of this Section, the following definitions apply:

"Progressive discipline" is the process of changing an employee's behavior through the application of a series of actions that become progressively more severe in nature. However, the sequence and severity of the disciplinary actions may vary depending on the seriousness of the offense and circumstances surrounding it.

"Discipline (disciplinary action)" is the action or actions taken to change the behavior of employees who fail to follow established rules and regulations, or to meet job performance standards. It is a form of training designed to correct undesirable conduct and encourage the development of self-control. The objective of discipline is not to punish employees by penalizing them for past violations but to change their behavior by making them responsible for their future actions. Disciplinary actions can be in the form of a verbal warning, written reprimand, suspension, demotion, or dismissal.

A "verbal warning" may be given for a specific behavior that violates District policy, a failure to obey the lawful orders of a supervisor/administrator, any conduct specified under the Dismissal For Cause section, or when circumstances or events occur that makes it necessary for this action to be taken. A verbal warning may be given to an employee by the employee's supervisor, department head/Vice President, or the Director of Human Resources.

Verbal warnings are not punitive in nature. They are notices to an employee that he/she has violated a rule or regulation and must change his/her behavior in such a way that he/she will not violate the rule or regulation again.

Verbal warnings shall be in documented form.

A "written reprimand" is given for the same behavior(s) as a verbal warning and is used when a verbal warning has not affected the appropriate behavioral response on the part of the employee within a reasonable period of time. A written reprimand may be given to the employee by the employee's supervisor, department head/Vice President, or the Director of Human Resources.

Additionally, a written reprimand may be issued when an employee commits a specific act that is of a nature that a verbal warning is deemed to be an insufficient or inappropriate action for the seriousness of the act committed.

"Suspension" is an enforced absence, with or without pay, for not more than thirty (30) working days. An employee may be suspended pending the investigation of charges.

"Demotion" is an enforced reduction to a lower classification.

"Dismissal" is termination from employment for just cause.

Suspension, demotion, or dismissal disciplinary action shall be in documented form.

B. Progressive Discipline Procedure

Disciplinary actions taken against a permanent employee must be progressive in nature. Only in those cases where an employee's conduct includes the activities specified in the Dismissal For Cause section may disciplinary action be taken without a prior attempt to effect appropriate behavioral change in the employee.

Progressive discipline shall include the following steps:

(1) Pre-disciplinary Counseling

Within ten (10) work days of the occurrence of the inappropriate behavior or within ten (10) work days that the occurrence of the inappropriate behavior is known by the supervisor, the supervisor and employee will meet to discuss the employee's behavior. The discussion focuses on actions that the employee must take to bring his/her behavior in line with established rules and regulations and/or standards of job performance.

(2) Verbal Warning

If the inappropriate behavior continues, within ten (10) work days after the repeated occurrence or within ten (10) work days the repeated occurrence is known by the supervisor, the supervisor may give the employee a verbal warning. The verbal warning must specify the reasons for the disciplinary action and the corrective actions the employee must take in making an appropriate behavioral change. The supervisor meets with the employee to discuss his/her inappropriate behavior and it put in documented form. This document is forwarded to the Director of Human Resources to be placed in a sealed envelope in the employee's personnel file and a copy given to the employee. If no further disciplinary action is required, all record of the verbal warning shall be destroyed two years after its date of issue.

(3) Written Reprimand

If the employee has received one (1) or more verbal warnings and his/her behavior continues to be inappropriate, or if he/she commits an act considered to be of a serious nature, the employee may be given a written reprimand. The written reprimand must specify the reasons for the disciplinary action and the corrective actions the employee must take in making the appropriate behavioral change. Within two (2) work days the written reprimand will be completed and forwarded to the Director of Human Resources to be placed in a sealed envelope in the employee's personnel file with a copy given to the employee. If no further disciplinary actions are initiated within a three (3) year period, disciplinary action documents shall be purged from the employee's personnel file and

destroyed.

(4) Suspension, Demotion or Dismissal

If the employee has received one (1) or more written reprimands and his/her behavior continues to be inappropriate, or if he/she commits an act considered to be of a serious nature, the employee may be suspended, demoted, or dismissed. No permanent employee shall be terminated for reasons of substandard job performance without first being notified of the specific job duties that need to be improved and then given adequate time to make these improvements. The employee and his/her supervisor shall develop a written plan describing the specific actions the employee must take to bring his/her job performance up to acceptable standards.

Employee shall have forty-five (45) days to meet the performance standards. Employee and supervisor shall meet on a regular basis after the plan is put into action to discuss the employee's progress. If the employee fails to meet performance standards, he/she shall be given appropriate disciplinary action. If no further disciplinary actions are initiated within a three (3) year period, disciplinary action documents shall be purged from the employee's personnel file and destroyed.

Employee's Response

The employee shall be informed that he/she has the right to respond in writing to any disciplinary action documents placed in his/her personnel record. The Director of Human Resources shall have the employee's written response placed in a sealed envelope in the employee's personnel record with all other documents pertaining to the specific charge.

Process for Disciplinary Action, Suspension, Demotion and Dismissal E.C. 88013

A permanent employee who has been recommended for disciplinary action, suspension, demotion, or dismissal shall be given written notice by the Director of Human Resources of the specific charges against him/her and the effective date of the action. This written notice of proposed disciplinary action shall be served by certified mail or personal delivery to the employee at least ten (10) working days prior to the date when discipline may be imposed. Employee shall be deemed served by either personal delivery or by certified mail at last known address. He/she shall be given a statement of his/her right to a hearing on such charges, and the time within which such hearing may be requested, which shall be not less than five (5) working days after service of the formal written notice to the employee. A written notice submitted by the employee shall constitute a demand for a hearing, and a denial of all charges.

In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the tenth work day following the date written notice was served.

C. Notice of Charges

An employee who is being disciplined shall be given written notice by the Director of Human Resources to include the following:

- (1) A statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based.
- (2) A statement of cause for the action to be taken and, if it is claimed that the employee has violated a rule or regulation of the District, such rule or regulation shall be set forth in said notice.
- (3) A statement describing his/her right to a hearing on such charges.
- (4) The time within which such hearing may be requested, which shall be not less than five (5) work days after service of notice to the employee, and
- (5) A card or paper, the signing and filing of which, with the Director of Human Resources, shall constitute a demand for a hearing, and a denial of all charges.

This notice shall be served by personal delivery or certified mail to the employee at last known address at least ten (10) work days prior to the effective date of the disciplinary action. Service is completed on the date shown on the certified mail receipt, or two days after the notice is sent certified mail or if returned as undeliverable by the U.S. Post Office.

D. Right to a Hearing

An employee who has been disciplined has the right to a hearing on the charges. The following procedures will be adhered to during the hearing process:

- (1) Within five (5) work days after receipt of a demand for hearing, the Director of Human Resources shall convene a hearing into the charges (if it has not previously been heard as a grievance). Within five (5) work days after the hearing, the Director of Human Resources will render his/her findings to the petitioning employee.
- (2) If the employee is not satisfied with the findings from Step 1, he/she may, within five (5) work days of receipt of the finding in Step 1, petition the President/Superintendent for a hearing on the charges. Within ten (10) work days of receipt of the request for hearing, the President/Superintendent shall convene a hearing into the charges. Within five (5) work days after the hearing, the President/Superintendent shall render his/her findings to the petitioning employee.
- (3) If the employee is not satisfied with the findings from Step 2, he/she may, within five (5) work days of receipt of the finding in Step 2, petition the Board of Trustees for a hearing on the charges. At the next regular meeting, the President of the Board shall convene a hearing into the charges. Within five (5) work days after the hearing, the Board of Trustees shall render its findings to the petitioning employee.

During the hearing process, either party may call witnesses, introduce evidence, testify and question witnesses. The District has the burden of proof and shall be the first to present evidence and testimony.

The employee may request the Board of Trustees' hearing be held in open or closed session. The hearing by the Board of Trustees is the final resolution of the charge within the District. If the employee is reinstated during the hearing process, any salary

lost as a result of the suspension, demotion, or dismissal shall also be reinstated.

E. Dismissal For Cause

Any permanent or probationary employee may be dismissed, demoted, or suspended for the following causes:

- (1) Incompetence or inefficient in the performance of the duties of his/her position.
- (2) Insubordination, including but not limited to refusal to do assigned work.
- (3) Carelessness or negligence in the performance of duty, or in the care or use of District property.
- (4) Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public.
- (5) Dishonesty.
- (6) Drinking alcoholic beverages on the job, or reporting to work while under the influence of alcoholic beverages.
- (7) Conviction or the illegal possession of or use of narcotics.
- (8) Violation of the Drug Free Workplace Act of 1988.
- (9) Continuing illness of a disabling nature which could render the employee incapable of performing his/her required duties.
- (10) Personal conduct unbecoming an employee of the district.
- (11) Engaging in political activities during assigned hours of work.
- (12) Conviction of a felony or misdemeanor involving moral turpitude.
- (13) Repeated or unexcused absence or tardiness.
- (14) Abuse of any leave privileges.

- (15) Providing false or misleading information on application forms or examination and employment records.
- (16) Offering anything of value or any service or special treatment in connection with the employee's job or employment, or in acceptance of anything of value or any service in exchange for granting any special treatment to any other employee or to any members of the public.
- (17) Knowingly becoming or remaining a member of the Communist Party.
- (18) Abandonment of position after three (3) consecutive days of unreported absence.
- (19) Advocacy of the overthrow of federal, state or local government by force, violence or other unlawful means.
- (20) Willful or persistent violation of the laws and regulations made applicable to the public schools by the Board of Trustees, or by any other appropriate federal, state or local government agency.
- (21) Willful or persistent violation of safety rules, laws and regulations.
- (22) Violation of Computer Usage Policy.

XIV. PROFESSIONAL GROWTH PROGRAM

Effective July 1, 2002, the Professional Growth Program shall no longer be in effect. Those employees who have completed segments will continue to receive monies due.

XV. SAFETY

Employee safety is a primary concern of the District.

The District agrees to provide safe conditions under which employees are required to work and to comply with standards prescribed by applicable federal, state, and local laws, regulations, and ordinances affecting the safety of employees.

Employees shall remedy any unsafe condition the employee notices and/or report the condition immediately to their supervisor.