

COLLECTIVE BARGAINING AGREEMENT BETWEEN



BOARD OF TRUSTEES OF
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

AND



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

JULY 1, 2022 – JUNE 30, 2025

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PREAMBLE

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

ARTICLE 1: RECOGNITION

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

ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES

- 2.1 **COMPLIANCE WITH FEDERAL/STATE LAWS:** If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

Union Dues – Payroll Deductions: Payroll deductions for membership dues shall be granted by the District to the Union.

- (A) Dues deductions shall be made only upon receiving certification from the Union of each employee's individual authorization.
- (B) Authorization, cancellation, or modifications of payroll deductions shall be made upon certification provided or approved by the Union.
- (C) Amounts deducted and withheld by the District shall be transmitted to AFSCME at the address specified.
- (D) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the employee had been in pay status during that period.
- (E) In the case of an employee who is in a non-paid status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this section, all other required deductions have priority over the Union dues deduction.

- 2.1 **PAYROLL DEDUCTION/LIST OF EMPLOYEES:** The Board shall deduct from the pay of each employee from whom it receives certification the required amount for the payment of Union membership dues. The District will provide a monthly electronic list via MS Excel a list of employees from whom they have been deducted membership dues and the amount deducted from each employee, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union no later than thirty (30) days after such deduction was made.

- 2.2 **UNION SHALL HOLD THE DISTRICT HARMLESS:** The Union agrees that, in the event of litigation against the Board of Trustees, its agents, or employees arising out of the implementation of this article, the Union will co-defend and indemnify and hold harmless the Board of Trustees, its agents or employees for any monetary award arising out of such litigation.

- 2.3 The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3: DEFINITIONS

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

- 3.15 **OVERTIME:** Authorized time worked in excess of the regular workday or regular workweek or on holidays.
- 3.16 **PERMANENT EMPLOYEE:** An employee who has successfully completed their probationary period.
- 3.17 **PROBATIONARY EMPLOYEE:** A new employee who has not yet completed six (6) months of service. Time spent on leave of absence without pay will not apply toward completion of the probationary period
- 3.18 **REASSIGNMENT:** A change in location of a normal work assignment in the same classification and at the same site.
- 3.19 **SALARY ALLOCATION:** The assignment of a class to a specific salary schedule range.
- 3.20 **SALARY RANGE:** The collection of salary levels, from the starting salary rate to the normal maximum salary rate, which constitutes the compensation for a particular service.
- 3.21 **SALARY RATE:** A specific amount of money paid for a specific period of service.
- 3.22 **SALARY SCHEDULE:** A series of salary ranges and steps that comprise the rates of pay for all classes.
- 3.23 **SALARY STEP:** One of the salary levels within a salary range.
- 3.24 **SICK LEAVE:** Leave of absence for illness or injury.
- 3.25 **TRANSEER:** A change in work assignment from one site to another, in the same classification.

ARTICLE 4: ORGANIZATIONAL RIGHTS

- 4.1** **REASONABLE UNION ACCESS:** The Union shall have the right of access at reasonable times to areas in which employees work; the right to use reasonable space on institutional bulletin boards, mail boxes and other means of communication subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by statute.
- 4.1.1 Union officers and stewards are also permitted to have access to District phones and the computer network for the purpose of communicating with Union members.
- 4.1.2 The Union shall have access to reasonable office space provided by the District.
- 4.2** **COPIES OF BOARD AGENDAS/MINUTES:** The Union shall have the right to receive one copy of the agenda, all attachments, board reports and minutes of regular and special Board meetings sent by US mail and directed to the Union office.
- 4.3** **LEAVE FACILITIES IN A CLEAN/ORDERLY CONDITION:** The Union agrees to leave the facilities, buildings, and/or equipment used in a clean and orderly condition.
- 4.4** **LIST OF EMPLOYEES/JOB INFORMATION:** The Union shall have the right to be provided with a listing of all bargaining unit employees, their present classification, their initial hire date, and their primary job site, within a reasonable time following request by the Union. Thereafter, the Union will be provided with a current listing of additions and deletions to the bargaining unit within a reasonable time after request.
- 4.5** **NOTIFICATION OF CHANGES TO JOB REQUIREMENTS/DESCRIPTIONS:** The District will formally notify the Union and will meet and confer prior to changing job requirements or job descriptions. The Chief Human Resources Officer will participate in the meet and confer process.
- 4.6** **RELEASE TIME TO ATTEND UNION MEETINGS:** Upon advance notice by the Union to District administration, one hour of release time will be provided to “day shift” employees and one hour of late start time will be provided to “swing shift” employees for the express purpose of attending four (4) Chapter meetings per calendar year, with no more than two (2) meetings in any given academic semester. Members who would like to attend Chapter meetings scheduled during their regular shift must request release time from their immediate supervisor at least forty-eight (48) hours in advance.
- 4.6.1 Attendance at each Chapter meeting shall be taken to verify attendance and compliance with the paid release time provided for in this section.
- 4.6.2 Upon advance notice by the Union to the District administration, one hundred and fifty (150) hours of release time per fiscal year will be provided to employees for the express purpose of attending official union functions.
- 4.6.3 Release time for meetings will be limited to one (1) hour and meetings will be held between 3:00 p.m. – 4:00 p.m.
- 4.6.4 To allow for maximum participation, membership meetings will be conducted in-person and via Zoom.
- 4.6.5 Membership meetings will rotate between the three campuses, with those members not assigned to the hosting campus will participate via Zoom.

- 4.6.6 Members who are not on scheduled work hours during a membership meeting held between 3:00 p.m. – 4:00 p.m. may attend in-person, regardless of assigned work location and hosting site.
- 4.6.7 Member schedules will not be altered or adjusted for a membership meeting conducted during allowable release time.
- 4.6.8 Conducting and participating in membership meetings will not generate or create any overtime.

4.7 **VACANCIES:** The District will make every effort to fill vacant positions within a reasonable time frame. The District reserves the right to evaluate the on-going need for each vacant position.

4.8 **NEW HIRE INFORMATION:** On the last workday of each month, the District shall provide to the Union, via a mutually agreeable secure shared folder (electronically downloadable in Microsoft Excel format), FTP site or service the name and contact information on the new hires. This information shall be provided to the Union regardless of whether the newly hired employee was previously employed by the District.

The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

- a. First Name;
- b. Middle initial;
- c. Last name
- d. Suffix (eg Jr., III)
- e. Job Title;
- f. Department;
- g. Primary worksite name;
- h. Work telephone number;
- i. Home Street address (incl. apartment #)
- j. City
- k. State
- l. Zip Code (5 or 9 digits)
- m. Home telephone number (10 digits);
- n. Personal cellular telephone number (10 digits);
- o. Personal email address of the employee;
- p. Birth year
- q. Employee ID
- r. Cal PERS status (“Y” if in CalPERS retirement system: “N” if not in CalPERS);
- s. Hire date.

In the event no one is hired on any particular month, the District shall send an e-mail to the Union confirming they did not hire any new staff that month.

The District will also notify the Union monthly when an employee status changes as per Article 2.2.

The District, in compliance with California AB119, will notice the Union Business Agent and Chapter President in writing a minimum of 10 calendar days prior to the new employee orientation for new hires to the unit. AFSCME will have the ability to schedule a minimum of thirty (30) minutes paid time to introduce new hires to the unit to AFSCME and discuss their rights and parameters under the contract. These meetings are in person and may require additional travel time depending on which campus the new hire works.

ARTICLE 5: HOURS AND OVERTIME

- 5.1 **REGULAR WORKDAY:** The regular workday shall consist of seven and one-half (7.5) hours within an eight (8) hour period.
- 5.2 **REGULAR WORKWEEK:** The regular workweek of thirty-seven and one-half (37.5) hours shall consist of five (5) consecutive workdays.
- 5.3 **ALTERNATE WORKWEEK:** Despite the provisions of Sections 5.1 and 5.2, the District may modify the thirty-seven and one-half (37.5) hour workweek to a four (4) consecutive day basis, provided that the District certifies that the modification is likely to provide significant energy savings for the District and its employees. The regular workday in this case will be 9.375 hours, including two rest periods of fifteen (15) minutes each. No employee shall receive less compensation, vacation, holidays, seniority, or any other benefit that he or she would have received while working under the provisions of Sections 5.1 and 5.2; however, overtime payment will be made only if the assignment exceeds the regular workday as defined herein. Management will inform the Union in advance if any trial program is contemplated with regard to the four-day week.
- 5.4 **MEAL AND REST PERIODS:** A thirty (30) minute lunch period will be provided as close as possible to the middle of the regular work period. All employees are entitled to one (1) rest period of thirty (30) minutes, to be taken, as far as is practical, in the middle of the first half of the work shift. The thirty- minute rest period shall be inclusive of all time away from regularly assigned duties.
- 5.5 **OVERTIME:** Overtime provisions for members of the unit shall be as outlined below:
- 5.5.1 **Overtime Must be Authorized:** All overtime must be authorized in advance by a designated supervisor and such assignments beyond the regular workday or workweek shall be made only by mutual consent of the employee and the supervisor.
- 5.5.2 **Overtime Required in Emergency:** An employee may be required to continue work beyond the end of a normal workday if the supervisor determines that an emergency condition exists which requires immediate attention in order to continue the normal operation of the College and/or District. The term emergency, as used in this agreement, means a sudden, unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action. This provision does not apply to work resulting solely from the scheduling of facilities (e.g., last minute scheduling without prior notification).
- 5.5.3 **Scheduled Overtime Assignment to be Posted in Advance.** All available scheduled overtime shall be posted three (3) calendar days in advance at each college. The amount of scheduled overtime anticipated will be listed on the notice. The minimum amount of overtime to be scheduled is two (2) hours. However, in the event the employee works scheduled overtime more than two (2) hours, the amount of overtime to be paid is the time worked payable in half hourly increment
- 5.5.4 **Compensatory Time Off:** Employees may elect to earn compensatory time off instead of pay for overtime work provided the supervisor is notified prior to the accrual of the overtime.
- 5.5.4.1 Compensatory time is earned at time and one-half for each hour worked and may accrue up to a maximum of Fifty (50) hours during each fiscal year. Once an employee has reached the maximum accrual of compensatory time off during the fiscal year, all overtime hours worked thereafter shall be paid. Compensatory hours must be utilized by the end of each fiscal year. All accrued but untaken hours as of June 30th of each

year shall be paid at the current regular rate of pay. An employee request to utilize compensatory time after June 30 of a fiscal year will need to be submitted to the supervisor and Human Resources.

5.5.4.2 Employees who have the use of compensatory time off denied by their immediate supervisor may appeal that denial to the supervisor's manager. If the matter is still not resolved, either party may bring the issue to the next SMCCCD/AFSCME Labor Management Council meeting.

5.5.5 Unscheduled Overtime: A minimum of four (4) hours at time and one-half (1 1/2) of the straight time rate of pay shall be paid to an employee who returns to the campus or office for overtime work after the employee's regular shift has ended. If the employee completes the work in less than four hours, is authorized to leave work before the four hour period, and a subsequent call back is required during the four hour period, no additional overtime will be paid up to the four hour guarantee. Any employee who works more than four (4) hours upon return, shall be paid for the time worked at the appropriate overtime rate.

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

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

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

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

Scheduling of Overtime: Overtime will be offered as follows:

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

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

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

5.6 ALTERNATE SHIFT: A new shift, mid-day to mid-evening, shall be established as the need arises. This shift will be available to all categories of employees. Any employee assigned to such shift will either not work alone or will be provided adequate means of communicating with others on campus (e.g., two-way radio); new shift assignments will apply to volunteers from among existing employees. A shift differential of 5% shall apply when a shift is a minimum of four (4) hours or more and starts at 4:00 p.m. or later.

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

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

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

5.8 SCHEDULE BID PROCESS: Management has the responsibility to define work schedules. Work schedules/shifts may require work on any day of the week and any hours of the day, including weekends and holidays.

5.8.1 Days Off: For all work schedules/shifts, each employee will have a minimum of two consecutive days off.

5.8.2 Filling of Vacancies-Transfer Opportunities: When a vacancy occurs, management will post the available classification and shift for a transfer opportunity. The transfer opportunity will be posted for five (5) calendar days. Employees will submit their transfer request to their respective Facilities Manager within the designated due date and time to be considered.

5.8.3 Bi-Annual Bid Process for work schedules: On a bi-annual basis (twice per year in June and December) and by seniority, each employee within the classification job title at their respective campus will bid for available schedules in their respective job title.

1. Management retains the authority to define all schedules/shifts needed to cover the needs of the District.
2. Management will meet and confer with the Union to verify the seniority list provided by Human Resources, changes to the schedules at each campus prior to posting the bid and the timeline for conducting and implementing the bid process.
3. Management will post the scheduled bid two (2) weeks in advance of the actual bid.
4. The bid processes will commence approximately December 1st and June 1st of each year

5. Once the bid process is complete, the final schedule will be posted and will go into effect January 1st and July 1st.
6. In the presence of the manager, employees by seniority will bid for available schedules/shifts by placing their signature on the formal bid sheet.
 - a. If unavailable to sign the bid sheet in person due to vacation, sick leave, or protected leave of less than 30 days, the employee may submit a ranked choice bid form.
 - b. Employees who are out for 30 calendar days or more without a signed/approved return to work date on protected leave and/or on voluntary unpaid leave of absence are ineligible to participate.
 - c. Employees that could not participate in a bid due to their leave in 6.b. above will return to work in the same classification and pay to the open shift available. They will be able to bid in the next bid cycle based on seniority.
 - d. If an employee does not respond to management when it is their turn to bid and they do not complete a rank choice bid form, they will be skipped in the process and will receive whatever shifts are vacant at the end of the bid.
7. New schedule will commence January 1st and July 1st of each year.

ARTICLE 6: VACATION

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

Year	Vacation Hours Earned Per Month Worked	Total Number of Vacation Days Earned During Year
1	6.250	10
2	6.875	11
3	7.500	12
4	8.125	13
5	9.375	15
6	9.375	15
7	10.000	16
8	10.000	16
9	10.625	17
10	11.250	18
11-14	12.500	20
15-19	13.75	22
20-24	15.000	24
25 and more	16.250	26

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

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

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

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

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

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

6.8 CHANGE OF VACATION DATES DUE TO ILLNESS/INJURY: If a bargaining unit employee’s vacation becomes due during a period when on leave due to illness or injury, the

employee may request the vacation date be changed. If the needs of the District do not permit honoring the employee's request and no other vacation dates are available within the timeline set in Section 6.4, the employee may carry over the vacation to the following year.

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

ARTICLE 7: HOLIDAYS

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

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

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

ARTICLE 8: PAY AND ALLOWANCES

8.1 **REGULAR RATE OF PAY:** The regular rate of pay of each member of the unit is based upon the range placement of the classification to which the employee is assigned. The full-time monthly salaries for employees are specified in Appendix B. A new employee who is placed on the salary schedule will normally be employed at Step 1. The Chancellor (or designee) may recommend initial placement above the first step in exceptional circumstances that affect the interest of the District. Subject to the satisfactory performance of the employee, step advancement from one step to the next will occur on the classification anniversary date of that employee. The District reserves the right to retain at the present salary any employee who fails to make satisfactory improvement after being notified in writing of areas needing improvement.

(A) Effective 7/1/2022 – Employees will receive a total increase of 5% to their base pay.

(B) Effective 7/1/2023 – Employees will receive a salary increase based on the Consumer Price Index for All Urban Consumers (CPI-U) May 2023 report from the US Bureau of Labor Statistics (USBLS) for the greater San Francisco Bay Area with a minimum of 2% and maximum of 4% increase to their base pay.

(C) Effective 7/1/2024 – Employees will receive a salary increase based on the CPI-U May 2024 report from the USBLS for the greater San Francisco Bay Area with a minimum of 2% and maximum of 4% increase to their base pay.

If any other bargaining unit receives a greater raise and/or benefit at any point for the duration of the contract, AFSCME will receive the same raise and/or benefit.

8.2 **DIFFERENTIALS:** Salary differentials shall be provided employees as follows:

8.2.1 **Shift Differential:** Employee's whose regular schedule includes working after 4:00 p.m. will be paid a differential for a minimum of four hours worked after 4:00 p.m. The differential paid will be that specified as the shift differential. One shift differential will be paid for shifts that begin between 2:00 p.m. and 10:29 p.m. A double shift differential will be paid for shifts that begin between 10:30 p.m. and 5:00 a.m. The shift differential is five percent (5%) of the regular salary.

8.2.3 **Tree Trimming Differential:** A Groundskeeper and Groundskeeper spotter will receive a 10% differential for performing management assigned tree-trimming activities of trees at eight (8) feet or more above the ground. A minimum of one hour will be paid for each of these occasions.

8.2.4 **Backhoe Differential:** An employee of the unit who is classified as a Lead Groundskeeper or Groundskeeper, and who is assigned to operate the backhoe will be paid a 10% hourly wage differential for the duration of the time worked operating the backhoe. A minimum of one hour will be paid for each of these occasions.

8.3 **OUT OF CLASS PAY:** When out of classification assignments to a higher level position/job title continues for five (5) or more consecutive working days, the employee's salary shall be adjusted upward for the entire period they are required to work out of classification in such amount as will reasonably reflect the duties they are required to perform outside of their normal assigned duties. If an employee is assigned the duties of the higher-level position, the employee will be assigned detail pay for those duties that are inconsistent with their normal assignment.

8.3.1 Step placement on a higher salary range will be at the lowest step that results in an increase of at least five percent (5%). If no step will result in a five percent (5%) increase, the employee will be placed on the highest step of the new range.

8.4 LONGEVITY SERVICE INCREMENTS: Employees of the unit beginning eight (8), twelve (12), sixteen (16), twenty (20), twenty-four (24) and twenty-eight (28) continuous years with the District will be granted monthly long-service increments based on the schedule below. An employee will be eligible for the increment on the appropriate employment anniversary date. Percentage Longevity Service Increments will be calculated based on the employee's base regular salary, excluding differentials, overtime, or any other stipends.

<u>Beginning Year</u>	<u>Monthly Percentage Increment</u>
Eight (8)	3.0%
Twelve (12)	4.0%
Sixteen (16)	6.75%
Twenty (20)	8.0%
Twenty-four (24)	10.75%
Twenty-eight (28)	12.0%

8.5 PROMOTIONAL STEP PLACEMENT: An employee of the unit who is permanently assigned to a classification at a higher range will be placed on the lowest step that will result in an increase of at least five percent (5%). If no step will result in an increase of five percent (5%), the employee will be placed on the highest step of the new range.

8.6 OVERTIME PAY: Compensation for overtime work will be at the rate of 1.5 times the regular rate. If an employee of the unit works on a holiday as specified in Article 7.1, the compensation will be 1.5 times the regular rate in addition to the regular pay for the holiday. If compensatory time is used rather than cash payment, each overtime hour is equivalent to 1.5 hours of compensatory time.

8.7 PAYROLL ERRORS: Proper salary class and step placement is a joint responsibility of the employee and the Board. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the Board.

8.7.1 Insufficient Payment: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.

8.7.2 Overpayment: If the District overpays the employee, the repayment schedule shall be negotiated between the employee and the District. In the event an agreement is not reached, the District reserves its right to take any lawful steps to collect any overpayment from the employee.

8.8 BAY 10 COMMUNITY COLLEGE SALARY SURVEY: The District agrees to conduct a labor market survey of the Bay 10 community college districts and share the results with AFSCME no later than March 1, 2025.

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

1. Five work shirts and five T-shirts, which can be either button-down collared shirts or any combination thereof:
 - a. Long sleeve button-down collared work shirt

- b. Short sleeve button-down collared work shirt
 - c. Long sleeve T-shirt
 - d. Short sleeve T-shirt
2. One work jacket
 3. One work vest (optional at the employee's request)
 4. One baseball-style hat will be provided for each employee. The District will provide an approved wide-brimmed hat at the request of employees to protect from sun exposure. Employees may provide their own hat at their own expense for sun protection, as long as the hat has been pre-approved by the respective Facilities Manager.
 5. One pair of coveralls (optional at the employee's request)
 6. Groundskeepers & Lead Groundskeepers will be able to receive up to two pair of work boots that meet the established safety standards per year. The maximum allowance will be \$500 per year.

Custodians, Lead Custodians, Utility Engineer, Maintenance Engineer, Painter, Project Engineer, Senior Maintenance Engineer, Systems Engineer and Chief Engineer will have a maximum of \$300 per year to spend on work boots that meet the standard for the type of work being performed.

At their option, Groundskeepers and Custodians are permitted to use their vouchers to purchase the boots required for engineers. Rain boots may be purchased with District vouchers as needed.

If there is additional money left on the District voucher after allotted work boots have been purchased, the employee may use the remaining money on the voucher solely for appropriate work-related footwear. If the balance does not cover 100% the additional pair of work boots the employee would be responsible for the balance.

7. Rain gear – jacket, pants and rubber boots.

All work shirts, vests, coveralls and jackets will have the employee's name and the SMCCCD Facilities logo. Individual items will be replaced as needed. On a semi-annual (twice yearly), the College Facilities Operations Office will initiate replacement uniform orders, at which time Employees should submit their request for replacement uniforms. A copy of the form submitted will be given to the employee for his or her records. Other clothing items not on this list may be requested by an employee and are subject to the approval of the Director of Facilities Maintenance and Operations. A denial may be appealed to the Chief Human Resources Officer. The District will make available laundry equipment (i.e. washer and dryer) for the purpose of laundering. Each employee will be responsible for the laundering of their uniform.

Under this agreement, it is the responsibility of the employee to report for work in appropriate uniforms and to request replacement clothing as needed. It is the responsibility of management to provide uniforms, to replace worn clothing in a reasonable amount of time.

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

8.10 PHONE ALLOWANCE: Employees of the unit will be eligible for a phone allowance to offset the cost of their personal cellular devices that are used for work purposes.

- 8.10.1** Payment of phone stipends will be allocated based on the schedule below:
- a. Custodians and Grounds Workers: \$30 per month
 - b. Maintenance Engineers, Utility Engineers, Lead Grounds Workers, Lead Custodians: \$60 per month
 - c. Senior Maintenance Engineers and Chiefs Engineers: \$90 per month
- 8.10.2** Under extraordinary circumstances when a member feels that their personal cellular telephone use exceeds the allowance assigned to them, they may appeal to the campus facilities manager for a higher rate. The decision of the campus facilities manager will be final.
- 8.10.3** Under no circumstance will a member receive an allowance greater than \$90 per month.
- 8.10.4** Pre-approval will be required annually by the Facility Manager.

ARTICLE 9: HEALTH AND WELFARE BENEFITS

- 9.1 **CalPERS MEDICAL AND HOSPITAL PLAN:** The Board will provide the CalPERS Medical and Hospital Plan for employees and retirees in accordance with rules and regulations established by PERS.
- 9.1.1 Should a carrier withdraw from the CalPERS Umbrella plan, employees of the unit will select from one of the remaining PERS options.
- 9.1.2 District and Union agree to meet as part of a District wide Benefits Task Force to consider options for Medical and Dental plan carriers and plan designs.
- 9.2 **MEDICAL PREMIUM CAP AMOUNT:** The amount of employer paid premium support for PERS medical coverage for single coverage to \$814 per month, two party coverage to \$1,628 per month, and family coverage to \$2,116 per month. The District will continue to offer Section 125 of the Internal Revenue Code for over-cap medical premiums paid by individual employees.
- Effective January 1, 2023, the District will increase by \$50 the District's contribution for medical coverage. This makes permanent the one-time increase granted the 2022 benefits year which was set to expire on December 31, 2022.
- 9.3 **BOARD WILL PAY PREMIUM INCREASES FOR OTHER BENEFITS:** The Board will pay the increased costs of dental insurance, life insurance, salary continuation insurance, and Medicare Part B, through the duration of the agreement.
- 9.4 **DENTAL INSURANCE:** The Board will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private Medical-Care Inc. (PMI). The plans are described in detail in the benefits handbook available in the Office of Human Resources. The maximum coverage in any one calendar year shall be \$2,000.
- 9.5 **LIFE INSURANCE:** The Board will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The term life insurance coverage shall equal one time the employee's annual base salary.
- 9.6 **SALARY CONTINUATION INSURANCE:** The Board will provide each eligible employee with salary continuance insurance to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly benefit for employee shall be \$5,000 per month.
- 9.7 **VISION INSURANCE:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C.
- 9.8 **MEDICARE PART B COVERAGE:** The Board will pay the premiums for Medicare Part B coverage for an eligible retiree and/or spouse over 65 years of age. To be eligible for this benefit, the retiree and/or spouse must be covered and receiving benefits under the Board's Retirement Medical Program as outlined in this Agreement.
- 9.9 **ELIGIBILITY RULES:** To be eligible for the benefits described in this Article, an employee of the unit must be employed at fifty percent (50%) or more of full time for either a 9-,10-, or 12-month assignment, and be either a permanent or probationary employee of the Board.

9.10 ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS: Eligible dependents are those specified in the contracts between the Board and the insurance carriers.

9.10.1 The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law or PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.

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

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

9.10.3 Dependent children of domestic partners are eligible for coverage if they have been

legally adopted by the District employee and are unmarried, primarily dependent on the employee for support, and meet the age, school, and all eligibility requirements of the various medical, dental and visions plans.

- 9.11 **SURVIVOR BENEFITS FOR SPOUSE/DOMESTIC PARTNER:** If an employee of the unit meets the eligibility requirement for retiree medical benefits specified in Section 9.14 and dies before retirement, medical and dental benefits will be provided by the Board for the un-remarried surviving spouse/domestic partner as provided for the un-remarried surviving spouse/domestic partner of an eligible retiree as provided for in Section 9.14.2.
- 9.12 **BENEFIT CONTINUANCE FOR ILLNESS/INJURY:** The Board will continue to provide benefits described in this article for a five (5) month period after all paid leaves due to illness/injury have been exhausted.
- 9.13 **IRC 125 PLAN:** The Board will continue to provide those sections of Internal Revenue Code Section 125 which provide for before tax employee contributions to non-Board covered health and dependent care costs.
- 9.14 **RETIREE BENEFITS:** The Board will provide medical and dental benefits as described in the benefits handbook available in the Office of Human Resources for an eligible retired employee of the unit **who was hired prior to July 1, 1995**, and spouse/domestic partner, continuing during the life of the retired employee of the unit or, following the death of an eligible retired member, continuing during the life of the un-remarried surviving spouse/domestic partner. **An employee hired after July 1, 1995 is entitled to retiree medical benefits only for the retiree.**

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

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

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

9.14.1.3 **Employees Hired On or After 7/1/92:** For employees whose first day of paid service commences on or after July 1, 1992, the maximum amount

paid by the Board for retiree health benefits (medical and dental) shall be capped at the same amount as single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the Board will then pay the cost of the lowest medical plan available within the agreement between the parties. (1991-92 settlement)

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

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

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

9.15 The District will contract with the Public Employees Retirement System (PERS) to provide the 2% at 55 retirement plan for miscellaneous employees with a 7% employee contribution.

Effective January 1, 2013 the Public Employees' Pension Reform Act (PEPRA) requires new miscellaneous employees to enroll in the 2% at 62 retirement tier with pension calculated on the average highest compensation over a consecutive 36-month period. This new retirement tier applies only to a new member of PERS. A new member is a) someone who has never been in PERS or a reciprocal retirement system or b) someone previously in PERS or a reciprocal retirement system, but who has a gap of at least six months since being covered by any of those pension systems. New members on the 2% at 62 plan will pay 50% of the normal cost of their pension as determined by PERS. Normal cost is the present value of the increase in the retirement benefit attributable to the current year. Employees covered by PERS prior to January 1, 2013 are designated as classic members by PERS.

9.16 ATHLETIC CENTER: Any unit member who enrolls in a membership in the College of San Mateo Athletic Center after July 1, 2021 shall have their registration fee waived.

9.17 BENEFITS COMMITTEE: The District will explore the creation of a Districtwide health benefits committee to review the dental and vision plans offered by the District and investigating plan options, coverage levels and costs, and to make recommendations to the District. Should such a committee be established, AFSCME would be permitted to appoint a representative to the committee.

ARTICLE 10: LEAVES

- 10.1 ILLNESS AND INJURY LEAVE:** Leave of absence for illness or injury (also known as sick leave) will be provided by the Board.
- 10.1.1 Number of Days per Year:** An employee who is employed 37.5 hours per week shall be granted twelve (12) days of paid leave for illness or injury for a full twelve (12) months of service.
- An employee who is employed 37.5 hours per week for less than twelve (12) full months of service will receive the proportion of the twelve (12) days leave that the number of months employed bears to twelve.
- An employee who is employed 37.5 hours per week or less than thirty-seven and one-half (37.5) hours per week, shall receive prorated sick leave hours.
- 10.1.2 Rate of Pay:** Pay for any day of absence covered by this leave shall be the same as the pay which would have been received had the employee worked during their regular assigned hours on the day of leave.
- 10.1.3 Credited at Beginning of Fiscal Year:** The full amount of the sick leave granted under this section shall be credited to each employee at the beginning of the fiscal year. Sick leave need not be accrued prior to taking such leave; however, a probationary employee shall not be eligible to use more than six (6) days of sick leave before completion of the probationary period.
- 10.1.4 Unlimited Accumulation:** Unused leave granted under this section may be accumulated from year to year.
- 10.1.5 Service Credit upon Retirement:** Upon retirement, employee will be credited with additional service time for unused sick leave, according to procedures prescribed by Government Code Section 20862.6 or its successor.
- 10.1.6 Transfer of Sick Leave from Other Agencies:** Unused sick leave accrued in California public elementary schools, secondary schools, community colleges, or County Offices of Education, may be transferred in accord with Education Code Section 88202. Official verification of unused sick leave should be forwarded to the Office of Personnel Services, where it will be credited to the employee's sick leave balance.
- 10.1.7 Medical Verification:** Medical verification may be required by management to make proper determination of eligibility for benefits under this policy.
- 10.1.8 Use of Sick Leave for Medical/Dental Appointments:** Sick leave may be drawn upon for medical or dental appointments when they cannot be scheduled on off-duty hours.
- 10.2 EXTENDED SICK LEAVE:** If absence because of illness or injury extends beyond accumulated full sick leave for this purpose, the employee will be paid at fifty percent (50%) of their regular rate for a period not to exceed one hundred (100) days, provided the employee has completed the probationary period. The fifty percent (50%) benefit begins upon the expiration of full sick leave. In no event shall this benefit extend beyond one hundred (100) days from the onset of the illness.
- 10.3 REQUEST FOR LEAVE WITHOUT PAY:** When all paid leave has been exhausted, an employee may request a six (6) month leave of absence without pay to protect their job. The leave may be renewed twice, for a maximum total of eighteen (18) months. In such circumstances, there will be no leave balance accruals and/or service credit accruals and District hire date could be adjusted per Section 3.1.

- 10.4 INDUSTRIAL ACCIDENT/ILLNESS LEAVE:** Industrial accident or illness leave will be provided as specified in the Education Code. The accident or illness must have arisen out of and in the course of employment, and must be accepted by the Board as a bona fide injury or illness.
- 10.4.1 Up to 60 Days Paid Leave:** Allowable leave for each industrial accident or illness will be for the number of days of temporary disability, but not to exceed sixty (60) days during which the college is in session or when the employee would otherwise have been performing work for the Board in any one fiscal year.
- 10.4.2 No Accumulation:** Allowable leave under this section will not be accumulated from year to year.
- 10.4.3 Commencement of Leave:** The leave under this section will commence on the first day of the absence.
- 10.4.4 Leave Reduced by One Day for Each Day of Absence:** Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of any temporary disability indemnity award.
- 10.4.5 Employee Will Receive Normal Salary Rate:** Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Workers' Compensation will endorse in favor of the District the wage loss benefit checks received during the sixty (60) working day period. The Board, in turn, will pay the absent employee their full normal wage for each day of absence during the sixty (60) working day period.
- 10.4.6 Leaves Overlapping Fiscal Years:** If an accident or illness occurs at a time when the sixty (60) days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 10.4.7 Exhaustion of 60 Days Entitlement:** If an employee exhausts the sixty (60) working days of entitlement and is still unable to return to duty, they will then commence to use their sick leave, compensatory time, other leave, and vacation credits, in that order. The daily wage loss benefit checks made under Workers' Compensation will continue to be endorsed to the Board. The Board will pay the employee the difference between the daily wage loss benefit checks and the normal daily rate of pay, so that the employee will receive their normal daily rate of pay. Accumulated or available sick leave, compensatory time, or other leave, however, will be reduced only by that amount required to provide a full day's wage when added to the Workers' Compensation award for each day of absence.
- 10.5 FAMILY ILLNESS LEAVE:** concurrent with any eligibility for Family Medical Leave under the law, an employee may be granted six (6) days paid leave per year in the event of the serious illness of a member of their immediate family. An employee may use up to six (6) days of accrued sick leave to attend to a spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, mother or father-in-law, sister, brother, domestic partner, domestic partner's child, domestic partner's parent, any person who stood in the place of a parent, or relative living in the immediate household of the employee. Such leave will be deducted from the employee's regular sick leave account.
- 10.6 BEREAVEMENT LEAVE:** Paid bereavement leave of up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed following the death of the spouse or domestic partner, child, child of domestic partner, parent (includes parent of spouse or domestic partner), grandparent, grandchild, aunt and uncle, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any person who stood in place of a parent or relative living in the immediate household

- 10.7 PERSONAL NECESSITY:** In case of personal necessity, an employee of the unit may draw on accumulated sick leave not to exceed seven (7) days in any fiscal year for any one or any combination of the following purposes:
- 10.7.1** Additional days beyond the three (3) or five (5) granted in Section 10.6.
 - 10.7.2** Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.
 - 10.7.3** Appearance in any court or before an administrative tribunal as a litigant, party or witness under subpoena.
 - 10.7.4** Religious holidays other than legal holidays on the Board-adopted calendar.
 - 10.7.5** Such other reasons as approved by the District.
 - 10.7.6** Up to two days may be used for any reason at the discretion of the employee, with appropriate notification to the supervisor.
- 10.8 PERSONAL BENEFIT LEAVE:** Approval of absence for the employee's own personal benefit must be obtained in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence. For an employee to be eligible for medical benefits as described in Article 9, the employee must be in paid status for fifty percent (50%) or more of the month or be on approved FMLA Leave.
- 10.9 MILITARY LEAVE:** Military leave of absence will be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified by presentation of a copy of the military orders requiring military duty.
- 10.10 JURY/WITNESS LEAVE:** An employee of the unit who is ordered to appear in court for jury duty or as a witness under subpoena on any day upon which they are required to render service to the Board shall receive full salary. The employee shall submit to the Board any jury service or witness fees received. Any specific amount for meals, mileage, and/or parking provided by the court shall not be considered as part of the amount received for jury duty or witness fees.
- 10.11 MATERNITY/CHILD BONDING LEAVE:** The Board of Trustees shall grant maternity and or child bonding leave to any permanent classified employee.
- 10.11.1 MATERNITY LEAVE:** Employees may take a maximum of twelve (12) calendar months of maternity leave for each child birth. The twelve-month period of time begins on the first date that the treating physician authorizes absence from work, and ends twelve calendar months later. Accumulated sick leave may be used for any period of time which the employee must be absent from work as prescribed by the physician.
 - 10.11.2 CHILD BONDING LEAVE:** The District shall grant child bonding leave without pay to any permanent classified employee upon request. Such leave shall be for a maximum period of what is allowable under FMLA/CFRA law. Prior to such leave, the employee shall be required to provide four (4) weeks' notice prior to the anticipated date upon which the leave is to commence. Any employee may elect to utilize accrued vacation or other accrued paid leave other than paid sick leave during child bonding leave.
- 10.12 LEAVE FOR CONFERENCE:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other temporary change of assignment in the performance of duties on the approval of the Chancellor or their designee.
- 10.13 NO BREAK IN SERVICE:** Absence under paid leave shall not be considered a break in service,

and all benefits accruing under the provisions of this Agreement shall continue to accrue during such absence.

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

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

ARTICLE 11: TRANSFERS/PROMOTIONS/REASSIGNMENTS

- 11.1 **AUTHORIZATION OF TRANSFERS:** The Chancellor or their designee shall assign all workers and authorize transfers.
- 11.2 **CONSIDERATION OF TRANSFER REQUESTS:** All transfers shall be considered on the basis of the needs of the District and the seniority of workers. All other conditions being equal, seniority shall be determinative.
- 11.2.1 When a shift and assignment becomes available, the Facilities Department shall first notify all employees at the location where the shift and assignment becomes available. If no employee from that location wants the shift and assignment, then it can be made available to bargaining unit members at other locations.
- 11.2.2 Transfer opportunities will only be for identical job titles between campuses. When transferring, the transfer applicant must be willing to take the open shift and assignment. There is no right to “bump” or displace another employee based on seniority.
- 11.2.3 Should an administrator elect not to select from among the transfer candidates and, at the request of the employee, the specific reason(s) shall be set forth in writing and given to the employee.
- 11.3 **POSTING OF VACANT POSITIONS:** When a new position is created or an existing position becomes vacant and replacement is approved, the Facilities Department shall notify all employees in the bargaining unit of the vacancy.
- 11.3.1 The District is under no obligation to accept any current employees who apply for a vacancy
- 11.3.2 Employees who receive a promotion to a higher paid classification shall be placed on a six-month probationary period. Upon the successful completion of the probationary period, the employee shall attain permanent status in the classification, subject to normal disciplinary and layoff procedures. If the employee does not successfully complete the probationary period, the employee shall have the right to return to their former classification. The determination of whether or not an employee attains permanent status is at the sole and exclusive discretion of the District. If an employee does not attain permanent status, the affected employee may request that the reason for not being promoted be provided in writing to the employee.
- 11.4 **VOLUNTARY TRANSFERS CONSIDERED BEFORE INVOLUNTARY:** For permanent vacancies, worker-initiated transfers shall be granted or denied prior to initiating involuntary transfers.
- 11.4.1 **Union Representative District Transfer Selection Committee:** There shall be at least one Union member on District selection committees assigned according to current classified selection policy and procedures.
- 11.4.2 **Employees May Make A Request For Transfer:** Employees may submit a transfer request on a District approved form at any time during the fiscal year to be considered for any other positions in their same classification. The request shall be on file in the Office of Human Resources for the duration of the fiscal year in which the transfer request is filed. The employee is entitled to a conference with a Human Resources Administrator regarding the request.
- 11.4.3 **Request For Reasons Why Voluntary Transfer Denied:** In the event the request for voluntary transfer is denied, the employee may request and the District shall provide in writing the reason or reasons for the denial.

11.4.4 Appeal of Voluntary Transfer Denial: If an employee is denied a transfer request because of District needs, the member may appeal this decision to the Executive Vice Chancellor. If the member is not satisfied with the response of the Executive Vice Chancellor, the member may appeal the decision to the Chief Human Resources Officer. The member retains their right to appear before the Board of Trustees, per District Policies and Procedures.

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

11.5.1 Temporary Reassignments Due to Work Demands: When changing work requirements demand that custodial and grounds workers be reassigned from one work location to another on a temporary basis, the workers will be given at least 48 hours' notice of such reassignment. Further, the District will continue to utilize the present practice of reassigning the employee who lives closest to the site where the work is needed.

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

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

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

ARTICLE 12: GRIEVANCE PROCEDURE

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

designee, if desired.

12.4.6 The Chief Human Resources Officer, or their designee, may request a conference with the grievant. If the grievant or the Chief Human Resources Officer or designee, requests a conference at Level II, the request shall be granted. The grievant, any party in interest, and the Chief Human Resources Officer, or their designee, may request the presence of a representative or representatives at any conference.

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

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

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

12.5.2 When arbitration has been requested, the parties shall contact the California State Conciliation Service for a list of arbitrators. The Union and District shall alternately strike names from such list until only one (1) name remains. This person shall be designated as the arbitrator, and shall proceed to hear the grievance.

12.5.3 The function of the arbitrator shall be:

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

12.5.4 Binding Arbitration Pilot: The District and the Union agree to a pilot period of three (3) years of binding arbitration to replace advisory arbitration provided in 12.5.3. After this three-year period (ending June 30, 2025), the Binding Arbitration pilot will automatically sunset and the award of the arbitrator will again be advisory. The parties will meet no later than six months prior to the end of the pilot period to assess the pilot and determine if the pilot should be extended.

12.5.4.1 For the purposes of the Binding Arbitration Pilot, the following topics will be excluded and not eligible for binding arbitration:

- Employee probation
- Any matters pertaining to non-permanent employees, including discipline, pay, benefits and hours

12.5.4.2 The number of grievances eligible for binding arbitration shall be capped at two per year during this pilot period. Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.

- 12.5.5** Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues that have been properly carried through prior steps as required by the provisions of this grievance procedure.
- 12.5.6** The arbitrator shall not render any award that conflicts with or alters this Agreement or external law. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.
- 12.5.7** The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.
- 12.5.8** Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the grievant and the District.
- 12.6** **LEVEL V:** Either the District or the grievant may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award.
- 12.6.1** The Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties.
- 12.7** **GENERAL PROVISIONS:**
- 12.7.1** No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew or, with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.
- 12.7.2** A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.
- 12.7.3** Time allowances set forth at each level may be extended by mutual consent of the grievant and the District.
- 12.7.4** Should the hearing of any grievance require that an employee be released from their regular assignment, they shall be released without loss of pay or benefits.
- 12.7.5** No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- 12.7.6** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 12.7.7** All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control that is relevant to the issues raised by the grievance.
- 12.7.8** Any grievance that arose prior to the effective date of this Agreement shall not be processed.

ARTICLE 13: SAFETY

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

quarterly. A District Safety Management Committee will meet at least twice each fiscal year.

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

ARTICLE 14: MANAGEMENT RIGHTS

14.1 **MANAGEMENT RIGHTS:** The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the United States and the State of California, including but without limiting the generality of the foregoing, the rights:

14.1.1 To determine and administer policy.

14.1.2 Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, demotion, or promotion.

14.1.3. To delegate to the Chancellor and other legally appointed officers, the operation of the colleges, the executive management and administrative control of the San Mateo County Community College District, its properties and facilities, including but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities and experimental and pilot investigation of new educational programs.

14.1.4. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 15: MISCELLANEOUS

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

condition, or a sudden or unexpected occasion for action. In any such case, the Chief Facilities and Operations Officer will notify the Union.

ARTICLE 16: DISCIPLINARY PROCEDURES

16.1 STATEMENT OF PURPOSE

DEFINITION: Discipline includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanency, including dismissal, suspension with or without pay, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds. The decision to initiate disciplinary proceedings and the determination of the type and the amount of recommended discipline are reserved to the District.

However, unit employee shall be subject to disciplinary action only for just cause. Grounds for disciplinary action may be based on the causes enumerated in this Article in Sections 16.1.2 and 16.1.3.

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

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

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

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

- a) Incompetency or inefficiency in the performance of their duties;
- b) Insubordination;
- c) Neglect of duty;
- d) Negligence or willful misuse or waste of, or damage to, school District property or equipment;
- e) Unauthorized absence
- f) Abuse of illness leave privileges
- g) Dishonesty, theft, or immoral conduct;
- h) Use or possession of intoxicants or controlled substances on the job or reporting for work while under the influence of intoxicants or a controlled substance;
- i) Falsifying any information supplied to the District, including but not limited to, information supplied on applications, employment records, or any other District record;
- j) Engaging in political activity during assigned hours of employment.

- k) Abandonment of position or failure to return from an approved leave;
- l) Discourteous, offensive or abusive conduct or language toward other employees, students or the public. (This may include, but not be limited to, jokes, slurs, derogatory comments, or other non-work-related conduct or language regarding a person's race, color, religion, national origin, age, medical condition, physical handicap or other non-work-related status.);
- m) Failure to maintain any license or certification needed to perform duties, or failure to meet District insurability requirements;
- n) Violation of District, state or federal regulation(s);
- o) Conviction of any felony or of a misdemeanor involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony or any other offense involving moral turpitude shall be deemed to be a conviction within the meaning of this Section;
- p) Arrest for a sex offense as described in Education Code Section 88022;
- q) Knowingly making, duplicating or causing to be duplicated any key to any District facility without authorization from the appropriate administrator or supervisor.

16.2 PROCEDURAL STEPS

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

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

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

16.4.1 EMPLOYEE RIGHTS: The employee shall be accorded the following rights prior to the commencement of a suspension:

- (a) Written notice of the proposed action;
- (b) The reasons for the action;
- (c) A copy of the charges and materials upon which the charges are based;
- (d) Written notification to AFSCME and notification to the employee of the right of representation by AFSCME.

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

16.4.3 REQUEST TO APPEAL SUSPENSION: An employee seeking an appeal of the suspension shall follow the procedures outlined in Article 12: Grievance Procedure.

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

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

16.5.2 The Chancellor or their designee may suspend an employee pending final resolution of the dismissal action if prior to suspension the employee has been accorded the following rights:

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

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

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

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

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

- 16.6.2** If an employee fails to make a timely request for a hearing, the Board may act upon charges without a hearing and without notice to the employee of the time and place of the Board's meeting to act on the charges.
- 16.6.3** The Board of Trustees shall consider the findings of fact and recommendations of the hearing officer and, if necessary, the transcript of the hearing prior to rendering a final decision on the matter. If the Board of Trustees finds for the employee, it shall so notify the employee within five (5) working days after the finding, and all records pertaining to the incident shall be removed from the employee's file.
- 16.6.4** If the Board of Trustees determines that sufficient cause exists it may impose discipline as proposed by the administration, or it may impose a lesser form of discipline. The Board's determination of the sufficiency of the cause for discipline and the degree thereof shall be conclusive.
- 16.6.5** In all cases, each party shall bear the full costs for its participation in the hearing process, including the costs of shorthand reporters, transcripts, and other related costs.
- 16.7** **OTHER PROVISIONS:** Mere technical, non-substantive violations of the disciplinary procedures which do not affect substantive rights shall not invalidate the discipline unless the violations were prejudicial to the employee.
- 16.7.1** Any alleged violation of this Article shall be pursued as part of the appeals procedure of this Article and not as part of the Grievance Procedure, Article 12, of this Collective Bargaining Agreement.
- 16.7.2** The parties may mutually agree to skip steps or accelerate or slow time lines contained in the procedure, dependent upon the facts of an individual case.
- 16.7.3** - This Article supersedes all other District disciplinary rules, regulations, procedures, policies, customs, or other means of imposing discipline covered herein affecting members of the unit which may now be extant.

ARTICLE 17: DURATION

17.1 **EFFECTIVE DATE:** This Agreement shall be effective as of the date of ratification by the parties and shall continue in full force and effect through June 30, 2025.

17.2 **REOPENERS:** For the duration of this agreement there will be no re-openers.

ARTICLE 18: LAYOFFS, REDUCTION IN WORKFORCE AND RE-EMPLOYMENT

- 18.1** AFSCME agrees that a reduction in workforce or layoffs and their effects shall be subject to impact bargaining and shall be governed by the provisions of ~~MMBA~~EERA, the California Education Code and this Agreement.
- 18.2** Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds. The definition of lack of work, or lack of funds, and the determination of what classifications are to be affected, is reserved to the District Board and carried out by Management.
- 18.3** Reduction in Workforce is defined as a reduction in hours of service to the District due to lack of work and/or lack of funds. The definition of lack of work or lack of funds is determined by the District Board and carried out by Management.
- 18.4** Seniority for all members will be determined by the original District date of hire and length of service at the District minus any leaves of absence per section 3.1.
- 18.5** For members reassigned to another classification, seniority within the District shall be determined by the original District date of hire and length of service at the District (Definition 3.9 minus Definition 3.1). In the event that two or more employees have equal seniority, the order of layoff shall be determined as outlined below.

When, as a result of reduction or elimination of the service being performed by any department and where classified employees are subject to layoff for lack of work or funds for the ensuing year, affected employees other than those of a specially funded program shall be notified in writing personally or by certified mail sent to the most recent address provided to the District by the employee not later than March 15th, and shall become effective no sooner than May 15th with final notice of the Board's determination occurring thereafter, as per Education Code section 88017.

Notwithstanding the paragraph above, when classified positions must be eliminated as a result of the expiration of a specially funded program, the District shall notify the affected employee(s) no later than sixty (60) days prior to any planned layoffs. The District and the Union representatives shall meet within ten (10) working days of written request by the Union in order to review the proposed layoff, to determine that the order of the layoff(s) is within provisions of this Agreement, and to negotiate effects of the layoff(s).

Seniority is a structural model that supports employees and management to achieve objective fairness. When two employees in the unit are hired on the same date, it is necessary to determine seniority. The following process allows for objectively determining, by chance, the position of the employee(s) on the seniority list.

- 18.5.1** Using a standard deck of cards, each employee will draw a card from the deck. The highest-ranking card determines the order of seniority. The value of each card is identified in the table below.
- 18.5.2** Meeting Attendants
- Required
 - Members for the seniority draw
 - Moderator: One of the following people needs to perform as the moderator
 - Facilities Manager or Custodial Supervisor
 - Member of HR
 - Optional to Observe the Process:
 - Union Stewards
 - Managers

18.5.3 Seniority Draw Procedure

1. Remove the jokers from the deck
2. Moderator to shuffle the deck of cards three (3) times
3. Each member is afforded the opportunity to cut the deck once
4. Moderator will fan the cards out and present them to the employees
5. Employees will each draw one card from the fanned out deck
6. Highest card drawn will determine the order of seniority

18.5.4 Rank of the Card Suits: Ace is the highest card within the suit; 2 is the lowest card within the suit

1. ♠ Spades are the 1st highest suit
2. ♥ Hearts are the 2nd highest suit
3. ♦ Diamonds are the 3rd highest suit:
4. ♣ Clubs are the 4th highest suit:

Numerical value of the card ranks are as follows:

♠	♠	♥	♥	♦	♦	♣	♣
#1	Ace of Spades	#2	Ace of Hearts	#3	Ace of Diamonds	#4	Ace of Clubs
#5	King of Spades	#6	King of Hearts	#7	King of Diamonds	#8	King of Clubs
#9	Queen of Spades	#10	Queen of Hearts	#11	Queen of Diamonds	#12	Queen of Clubs
#13	Jack of Spades	#14	Jack of Hearts	#15	Jack of Diamonds	#16	Jack of Clubs
#17	10 of Spades	#18	10 of Hearts	#19	10 of Diamonds	#20	10 of Clubs
#21	9 of Spades	#22	9 of Hearts	#23	9 of Diamonds	#24	9 of Clubs
#25	8 of Spades	#26	8 of Hearts	#27	8 of Diamonds	#28	8 of Clubs
#29	7 of Spades	#30	7 of Hearts	#31	7 of Diamonds	#32	7 of Clubs
#33	6 of Spades	#34	6 of Hearts	#35	6 of Diamonds	#36	6 of Clubs
#37	5 of Spades	#38	5 of Hearts	#39	5 of Diamonds	#40	5 of Clubs
#41	4 of Spades	#42	4 of Hearts	#43	4 of Diamonds	#44	4 of Clubs
#45	3 of Spades	#46	3 of Hearts	#47	3 of Diamonds	#48	3 of Clubs
#49	2 of Spades	#50	2 of Hearts	#51	2 of Diamonds	#52	2 of Clubs

18.5.5 Results of seniority draw and updated seniority list will be emailed to AFSCME Business Agent, Human Resources, Facilities Managers, and all participants.

18.6 The District and the AFSCME shall meet as soon as possible following the receipt of any notices of layoff or reduction in workforce to review the proposed layoffs or reduction in workforce, determine seniority for the order of layoff/reduction in workforce within the provisions of this Agreement. If positions within a classification job title are eliminated, the least senior employee in the classification job title will be notified of layoff and of the potential possibility of exercising bumping rights into a lower classification job title, if such possibility exists.

18.7 In lieu of layoff or reduction in workforce, an employee may exercise bumping rights into an equal or lower job title in which they have previously served with the District if the employee has accrued more seniority than someone currently serving in that job title. The affected employee shall also have the right to prior consideration, i.e., the right to be interviewed and tested by the hiring manager (and/or designee[s]), of any advertised vacant position which is at or below the range of the position from which the affected employee is being laid off or reduced. An employee also has the right to bump into any lower position within their classification, if they have more seniority than the person they are displacing, e.g. Examples: Lead Custodian could bump a day or night custodian, or a Lead Grounds Worker could bump a Grounds Worker, or a Senior Maintenance Engineer could bump a Maintenance Engineer.

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

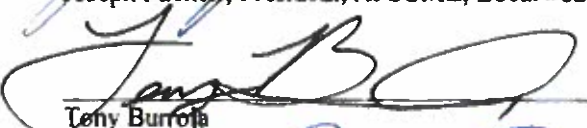
SIGNATURE PAGE

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

FOR THE UNION



Joseph Pucker, President, AFSCME, Local #829



Tony Burrota



Nicholas Chavez




John Cuevas



Tina Acree, Business Agent, AFSCME Council 57

FOR THE DISTRICT



Richard Holober, President, Board of Trustees



Michael Claire, Chancellor



Mitchell Bailey, Chief of Staff and Chief Negotiator

APPENDIX A:
CLASSIFICATIONS AND POSITION TITLES INCLUDED IN THE BARGAINING UNIT

Classification: Custodian

Position Titles with the Classification

- Lead Custodian
- Custodian

Classification: Groundskeeper

Position Titles with the Classification

- Lead Grounds Keeper
- Groundskeeper

Classification: Engineering

Position Titles with the Classification

- Chief Engineer
- Senior Maintenance Engineer
- Maintenance Engineer
- Utility Engineer

**APPENDIX B:
AFSCME BARGAINING UNIT SALARY SCHEDULES**

**San Mateo County Community College District
Buildings and Grounds Salary Schedule (70)
Effective Date: 01-JUL-2022**

GRADE	STEP	1	2	3	4	5	6	
AA	Ann	53136.00	55212.00	57660.00	60264.00	62748.00	65868.00	
	Mon	4428.00	4601.00	4805.00	5022.00	5229.00	5489.00	
	Daily	204.37	212.35	221.77	231.78	241.33	253.33	
	Hrly	27.25	28.31	29.57	30.90	32.18	33.78	
	Sw M	4649.40	4831.05	5045.25	5273.10	5490.45	5763.45	
	Sw D	214.58	222.97	232.85	243.37	253.40	266.00	
	Sw H	28.61	29.73	31.05	32.45	33.79	35.47	
	Gr M	4870.80	5061.10	5285.50	5524.20	5751.90	6037.90	
	Gr D	224.80	233.59	243.94	254.96	265.47	278.67	
	Gr H	29.97	31.15	32.53	34.00	35.40	37.16	
	C7001	Custodian						
	BA	Ann	56508.00	58872.00	61428.00	64092.00	66972.00	70320.00
		Mon	4709.00	4906.00	5119.00	5341.00	5581.00	5860.00
		Daily	217.34	226.43	236.26	246.50	257.58	270.46
		Hrly	28.98	30.19	31.50	32.87	34.34	36.06
C7004		Groundskeeper						
BB		Ann	57084.00	59388.00	61968.00	64668.00	67572.00	70980.00
		Mon	4757.00	4949.00	5164.00	5389.00	5631.00	5915.00
		Daily	219.55	228.41	238.33	248.72	259.89	273.00
		Hrly	29.27	30.46	31.78	33.16	34.65	36.40
		Sw M	4994.85	5196.45	5422.20	5658.45	5912.55	6210.75
		Sw D	230.53	239.83	250.25	261.16	272.88	286.65
		Sw H	30.74	31.98	33.37	34.82	36.38	38.22
		Gr M	5232.70	5443.90	5680.40	5927.90	6194.10	6506.50
		Gr D	241.51	251.25	262.17	273.59	285.88	300.30
		Gr H	32.20	33.50	34.96	36.48	38.12	40.04

**San Mateo County Community College District
Buildings and Grounds Salary Schedule (70)
Effective Date: 01-JUL-2022**

GRADE	STEP	1	2	3	4	5	6	
BC	Ann	57228.00	59556.00	62196.00	64968.00	67632.00	71040.00	
	Mon	4769.00	4963.00	5183.00	5414.00	5636.00	5920.00	
	Daily	220.10	229.06	239.21	249.87	260.12	273.23	
	Hrly	29.35	30.54	31.90	33.32	34.68	36.43	
CC	Ann	59232.00	61668.00	64284.00	67116.00	70116.00	73632.00	
	Mon	4936.00	5139.00	5357.00	5593.00	5843.00	6136.00	
	Daily	227.81	237.18	247.24	258.13	269.67	283.20	
	Hrly	30.38	31.62	32.97	34.42	35.96	37.76	
	Sw M	5182.80	5395.95	5624.85	5872.65	6135.15	6442.80	
	Sw D	239.20	249.04	259.60	271.04	283.16	297.36	
	Sw H	31.89	33.21	34.61	36.14	37.75	39.65	
	Gr M	5429.60	5652.90	5892.70	6152.30	6427.30	6749.60	
	Gr D	250.59	260.90	271.97	283.95	296.64	311.52	
	Gr H	33.41	34.79	36.26	37.86	39.55	41.54	
	C7025	Lead Custodian						
	CD	Ann	60900.00	63396.00	66168.00	69072.00	72144.00	75744.00
		Mon	5075.00	5283.00	5514.00	5756.00	6012.00	6312.00
Daily		234.23	243.83	254.49	265.66	277.47	291.32	
Hrly		31.23	32.51	33.93	35.42	37.00	38.84	
DD	Ann	65004.00	67668.00	70584.00	73656.00	76944.00	80796.00	
	Mon	5417.00	5639.00	5882.00	6138.00	6412.00	6733.00	
	Daily	250.01	260.26	271.47	283.29	295.93	310.75	
	Hrly	33.34	34.70	36.20	37.77	39.46	41.43	
C7023	Utility Engineer							
EE	Ann	72864.00	76572.00	80352.00	84408.00	88680.00	93096.00	
	Mon	6072.00	6381.00	6696.00	7034.00	7390.00	7758.00	
	Daily	280.24	294.50	309.04	324.64	341.07	358.06	
	Hrly	37.37	39.27	41.21	43.29	45.48	47.74	

**San Mateo County Community College District
Buildings and Grounds Salary Schedule (70)
Effective Date: 01-JUL-2022**

GRADE	STEP	1	2	3	4	5	6
FF	Ann	77052.00	80136.00	83208.00	86616.00	90108.00	94596.00
	Mon	6421.00	6678.00	6934.00	7218.00	7509.00	7883.00
	Daily	296.35	308.21	320.03	333.13	346.56	363.83
	Hrly	39.51	41.10	42.67	44.42	46.21	48.51
	C7013	Maintenance Engineer					
C7008	Lead Groundskeeper						
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GG	Ann	79056.00	82596.00	86220.00	90204.00	94272.00	99000.00
	Mon	6588.00	6883.00	7185.00	7517.00	7856.00	8250.00
	Daily	304.06	317.67	331.61	346.93	362.58	380.76
	Hrly	40.54	42.36	44.22	46.26	48.34	50.77
	C7026	Project Engineer					
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HH	Ann	81024.00	85068.00	89304.00	93780.00	98520.00	103464.00
	Mon	6752.00	7089.00	7442.00	7815.00	8210.00	8622.00
	Daily	311.63	327.18	343.47	360.69	378.92	397.93
	Hrly	41.55	43.62	45.80	48.09	50.52	53.06
	C7014	Senior Maintenance Engineer					
C7027	Systems Engineer						
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II	Ann	89148.00	93516.00	98196.00	103128.00	108372.00	113808.00
	Mon	7429.00	7793.00	8183.00	8594.00	9031.00	9484.00
	Daily	342.87	359.67	377.67	396.64	416.81	437.72
	Hrly	45.72	47.96	50.36	52.89	55.58	58.36
	C7024	Chief Engineer					