

PALO VERDE COMMUNITY COLLEGE DISTRICT

**CLASSIFIED MANAGEMENT AND CONFIDENTIAL
EMPLOYEE HANDBOOK**

Effective

December 8, 2015

COMPENSATION AND HEALTH AND WELFARE BENEFITS

Longevity

Longevity steps are based on the employee's length of service with the District without regard to his or her placement on the salary schedule. Employees receive longevity increments of 5% each at years 10, 13, 16, 19, 22, 25.

Health & Welfare

Eligible Classified Management and Confidential employees are covered by the current health and welfare benefit package offered through the District. The maximum employer contribution is determined by the District and is subject to change, but normally will not be less than that afforded to other classified employees of the District.

Differential Employee Contribution

In the event the cost of the health and welfare benefits exceeds the maximum employer contribution established and the District has not increased the employer contribution to fund the total costs of benefits for the ensuing year, employees shall be subject to mandatory payroll deductions to cover the difference between actual cost and employer contribution.

State Disability Insurance Plan

Classified Management and Confidential employees may participate in a self-pay disability insurance plan administered by the Employment Development Department of the State of California. All premium costs, including periodic increases, if any, for the plan shall be borne by the employee through individual payroll deductions.

All decisions and rules with respect to the eligibility, premium costs, qualifications for benefits, levels of benefits and administration of the program are the sole responsibility of the Employment Development Department except as follows: If by legislation or regulation it is determined that the employer shall pay all or a portion of the premium, this program shall automatically sunset and the District shall be deemed to have withdrawn from the program.

Insurance Committee

The District has an insurance committee that is responsible for exploring options with regard to insurance coverage for District employees. At least one management or confidential employee is permitted to participate in the committee.

Early Retirement Medical Benefits

The District will pay up to a maximum of seven thousand five hundred dollars (\$7,500) per fiscal year for the medical and dental insurance of the retiring Classified Management and Confidential employee provided the following conditions are met:

1. The Classified Management and Confidential employee must have been employed as a permanent classified employee for fifteen (15) years of continuous service in

- the District immediately prior to retirement.
2. The Classified Management and Confidential employee must have been eligible and covered under one of the District sponsored health or dental insurance plans in force immediately prior to retirement.
 3. To be eligible for this benefit, the Classified Management and Confidential employee must retire at or after age 55, but before age 65.
 4. Classified Management and Confidential employees who desire coverage under provisions of this section shall notify the Business Services Office of such desire at the time of retirement and annually thereafter.

In accordance with this section, the District will pay the premium to the health or dental care company with which the employee was covered at the time of retirement. Such payment shall begin for the retiring Classified Management or Confidential employee beginning at the time of retirement or at the beginning of the following year of coverage, whichever is applicable. The District will cease payment of medical insurance premiums when the Classified Management or Confidential employee reaches the age of 65.

The retired Classified Management or Confidential employee may also elect to pay the premium for his or her spouse or dependents, starting at age 55 until the age of 65. Payments must be made directly to the Business Services Office. The initial payment shall be received on or before July 10th of each year and continues on a regular monthly basis for a total of twelve (12) payments, with the additional payments to be received on or before the tenth day of the months of August through June of each year. If payments are not received on time, spouse or dependent coverage will be discontinued.

Upon reaching the Age of 65, the District will no longer pay the employee's health or dental premium. The District will provide \$100 per month to the retiree to be used to purchase a Medicare supplemental insurance coverage of their choice until the Classified Management or Confidential employee reaches the age of 75.

Working Hours

The regular workweek of a full-time classified management or confidential position shall be forty (40) hours, and the regular workday shall be eight consecutive (8) hours not including a lunch break of one-half to one hour. Normal working hours are from 8:00 a.m. – 5:00 p.m. unless stated differently in the job description or as approved by the immediate supervisor. The scheduling of hours and workdays shall be at the sole discretion of the District. A regular working day for non-exempt employees includes a mandatory unpaid lunch of at least one-half hour at approximately the midpoint of the workday, and one paid 15 minute rest period during each half-shift. Variations in daily or weekly work schedules may be permitted with the approval of the immediate supervisor and the Superintendent/President. Friday has been deemed a shortened workday and each eligible employee is entitled to leave ½ hour earlier.

The District may establish alternate summer hours which normally will consist of four (4) ten-hour days (Monday through Thursday) commencing with the first Monday following the College's commencement ceremony and concluding two weeks before the first day of the Fall semester.

During summer hours any reference to “day” in this Handbook for purposes of vacation or other leaves shall mean 1.25 days.

Overtime

The District may, at its own discretion, provide either compensation or compensatory time off for non-exempt employees designated by the District and authorized to perform such overtime work. Rate of compensation for such overtime shall be at one and one-half the regular rate of pay. Compensatory time off shall be calculated for hours worked in excess of eight (8) hours (or ten (10) hours if working four (4) ten-hour days) per day or forty (40) hours per week at one and one-half times the number of overtime hours worked to a limit of 12 hours accumulated time off; thereafter, hours of overtime worked shall be compensated at one and one-half times the hourly rate of pay. Overtime is anytime required to be worked in excess of eight (8) hours in any one workday (or ten (10) hours if working four (4) ten-hour days) or anytime in excess of 40 hours in one workweek. (Education Code Section 88027 and 88040)

Hours not worked because of holidays, sick leave, vacation, compensated time off, or other authorized paid leaves of absence, are considered as time worked by the employee for the purposes of computing overtime. The designation, authorization, and allocation of any overtime rests solely with the District.

Exempt Employees

The duties, flexibility of hours, salary, benefit structure and authority of Classified Managers are of such a nature that they are set apart from those positions that are subject to overtime provisions. However, if a Classified Manager is required to work on a holiday, the District will pay his or her normal rate of pay in addition to any holiday pay to which the employee is otherwise entitled. (Education Code section 88029)

Pay Days

Employees are paid on a twice monthly basis (24 times) per fiscal year.

TRANSFERS PROMOTIONS, AND DEMOTIONS

Voluntary and Involuntary Transfers

A voluntary transfer is when a transfer is initiated by either the employee or the District and meets with agreement from both the District and employee. To be considered for a voluntary transfer, the current employee must submit an application for the posted position.

An involuntary transfer is when a transfer is solely initiated by the District and does not meet with agreement from the employee. Reasons for any involuntary transfer shall be discussed with the employee by his or her immediate supervisor

Promotion

Promotion is defined as a movement of an employee from one position to a different

classification requiring an increase in job skills, training, responsibility, or complexity, and in return offers more compensation and status. To be eligible for a promotion, employees must meet all of the following criteria:

1. The employee must meet the requirements of the position;
2. The employee must have completed his or her initial 12 month probationary period with the District;
3. The employee must have held his or her current position for at least six (6) months;
4. The employee must have a satisfactory performance and attendance record;

Employees who are promoted will be placed upon the salary schedule at the step of the promotional range, which reflects a salary increase of at least five percent (5%). In some cases, promoted employees may be placed on a salary schedule step, which does not represent actual years of service within the District.

Voluntary Demotions

Demotion is defined as a movement from one position to a different classification requiring a decrease in job skills, training, responsibility, or complexity, and in return offers less compensation and status.

A voluntary demotion is when a demotion is initiated by either the employee or the District and meets with agreement from both the District and employee. An employee who accepts voluntary demotion shall be placed on the appropriate step of the appropriate range of the lower position as determined by the employee's years of service and other relevant factors.

Salary Placement Following Reclassification

A Classified Management or Confidential employee who has been reclassified upward on the salary schedule shall be placed on the salary schedule step, which represents at least a five percent (5%) salary increase for the employee. In some cases, reclassified employees may be placed on a salary schedule step, which does not represent actual years of service within the District.

SAFETY AND GENERAL CONDITIONS OF EMPLOYMENT

Reporting of Safety Hazards

Employees are encouraged to notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their health and safety. The immediate supervisor shall investigate the reported unsafe condition(s) and take appropriate administrative action.

Loss of Property, Benefits

Any District employee who suffers either loss of or damage to personal property, or undue loss of benefits arising out of the legitimate performance of his or her duties shall have the right to petition to the District for reimbursement for such loss or reinstatement of such

benefits (including sick leave). The District will consider each such petition on a case by case basis.

Facilities and Security Task Force Committee

The District has a Facilities and Security Task Force Committee, which meets twice per year or more often as necessary to address issues surrounding workplace security and safety. Classified Management or Confidential employees may have at least one member on the committee.

Employee Expenses and Materials

The District provides all tools, equipment, supplies and uniforms reasonably necessary for performance of employment duties. A uniform will be considered necessary when the employee is required to work with caustic or permanently discoloring metals or substances during the performance of duties assigned.

Any Classified Management or Confidential employee will be reimbursed for the required use of his or her personal vehicle used on District business at the current rate adopted by the Board of Trustees, provided such use has been approved in accordance with applicable District rules and regulations.

Tuberculosis Testing

In order to obtain the tuberculosis test, and to secure the results, the employee may have to be absent from his or her work assignment. If this is necessary, release time will be granted to the employee. The District will pay for one (1) x-ray each four years for employees requiring such a test.

PROBATION, EVALUATION, AND PERSONNEL RIGHTS

New Employee - Initial Probationary Period

New employees to the District, shall be subject to an initial probationary period of twelve months, and are considered probationary employees. A probationary employee may be dismissed for any reason, at the sole discretion of the District.

Permanent Employees

An employee is considered to be permanent after successfully completing his or her initial twelve month probationary period in classified service with the District, and thus is afforded all the rights of a permanent employee.

New Management Position- Probationary Period

An existing District employee who has not previously held a management position with the District and is hired into a management position will be required to complete a twelve month probationary period for that management position. During the twelve month probationary period, an employee may be demoted to his or her prior classification, if applicable, at the District's discretion. An employee who has completed the twelve month probationary period in a management position, and who is subsequently hired into a

different management position, will be required to complete a six month probationary period for that position. Nothing in this language, however, prohibits the District from disciplining the employee for cause during the probationary period.

Evaluation Procedures

All Classified Management and Confidential employees will be evaluated on the criteria of job performance. New employees and employees who previously have not held a management position with the District will be evaluated during the third, sixth, ninth, and twelfth months after date hired. Management employees who are subsequently hired into a different management position will be evaluated during the third and sixth months after date hired into the new position. Permanent employees will be evaluated at least annually during April.

An evaluation under this section is not a precondition to a decision to release a Classified Management or Confidential employee, in accordance with the provisions of this Handbook, nor shall it be considered a precondition to a decision to terminate a Classified Management or Confidential employee pursuant to the provisions of this Handbook.

Classified Management and Confidential employees will be evaluated by their immediate supervisors. The supervisor will meet with the employee upon completion of the evaluation, and no later than April 1st. The supervisor will review the contents of the evaluation and any recommendations for improvement and/or goals for the upcoming year. The employee will be permitted to make written entries on the form; then will sign the form indicating that he or she has reviewed its contents. Evaluations will subsequently be reviewed by Administration.

One copy of the evaluation form will be given to the employee, one will be retained by the evaluator, and one will be forwarded for review by higher authority and filed in the employee's personnel file.

Increment Advancement

Satisfactory evaluations may permit the employee to receive an incremental increase (annual increase for years of satisfactory service) for salary schedule proposed in July following the evaluation provided that the employee is eligible for the increase. Unsatisfactory evaluation will result in no incremental increase until job performance has met the criteria of performance as subsequently evaluated by the immediate supervisor. A new employee must be hired by April 1 of a fiscal year to be eligible for the annual incremental increase on July 1.

Personnel Files

The personnel file of each employee shall be maintained at the District's Human Resources Office. All personnel files shall be kept in confidence, and are available for District inspection in the office upon reasonable notice. Employees shall be provided with copies of any derogatory material ten (10) workdays before its placement in the employee's file. Derogatory material shall be defined as any material which reflects adversely upon an employee's job performance. The employee shall be given an opportunity during normal

working hours and without loss of pay to initial and date the material and to prepare a written response to such material. Any person who places derogatory written material or drafts derogatory written material for placement in an employee's file will normally sign the material and signify the date on which such material was drafted; however, a failure to sign the written material shall not have any effect on the placement of the written material in the employee's file. Any written materials placed in a personnel file shall indicate the date of such placement. No disciplinary action shall be taken for any cause that arose more than two (2) years preceding the date of the filing of a notice of disciplinary action, unless otherwise permitted by law. (Ref. Education Code 88013)

PAID AND UNPAID LEAVES

Holidays

Classified Management and Confidential employees are entitled to the following paid holidays observed on the days specified by the Academic Calendar:

Independence Day	Day before New Year
Labor Day	New Year's Day
Veteran's Day	Day after New Year
Thanksgiving	Martin Luther King
Day after Thanksgiving	Lincoln Day
Day before Christmas	Washington Day
Christmas	Day after Christmas
Spring Recess – (3 days)	Memorial Day

Employees will receive a maximum of two (2) floating holidays to be used for any weekday period which falls between "The day after Christmas" and "the day before New Year's Eve" holidays. These floating holidays shall not be used to receive extra pay for weekend days. Any employee that is requested and agrees to work on the same referenced holiday(s) shall be allowed to reschedule with the approval of their immediate supervisor the day(s) off with pay.

Vacations

Classified Management and Confidential employees shall be granted vacation of twenty-two (22) working days with full pay, to be taken at any time agreeable to all parties involved. In the event of termination of employment, the employee shall be entitled to compensation for unused vacation which she/he might otherwise have taken at the salary rate then in effect. The maximum number of vacation days that may be accrued will be limited to thirty-nine (39) days.

It is the intent of the District that all employees are afforded the opportunity to use earned vacation. Managers and supervisors will be required to work out an annual vacation schedule to ensure that each employee has planned for vacations and that such vacations can be accommodated within the work schedule for the Classified Management and Confidential employee.

Temporary Leaves

Various forms of temporary leave are specifically provided for in District Policy. Most of these various forms of temporary leave qualify for continuance of salary during the period of leave. Some are allowable, but without pay. If an employee is absent temporarily for any reason other than those specified, a full day's pay for each day of such absence will be deducted from the employee's salary. A day's pay will be the monthly salary of the individual divided by 22, unless the form of assignment identifies an hourly or daily rate from which the day's pay can be computed. Unless otherwise specified, the lengths of time allowed for the various forms of temporary leave are provided for permanent full-time employees. Employees serving less than full-time five days a week are entitled to a pro rata allotment of leave time under the various forms of temporary leave.

Temporary leave without pay for any reason not coming under the provisions of those specified by policies of the District may be granted upon request of an employee at the discretion of the supervisor, and subject to approval of the Superintendent/President.

Personal Illness and Injury Leave

Any permanent full-time employee is entitled to temporary leave for absence occasioned by personal illness, injury or necessary consultation or treatment by generally recognized medical practitioners in connection with such illness or injury. This leave shall be a maximum of 12 days annually for twelve-month employees working five days a week, and for those employees working five days a week, but less than twelve months a year, the proportionate number days as the number of months employed. For example, a ten month employee shall be entitled to a maximum of 10 days annually. Unused illness/injury leave shall accumulate with no limit and shall be transferable upon separation in accordance with State law.

An employee granted leave as stated above is entitled to full pay during the absence to which he or she would have been entitled if working.

For any period of leave of five school months or less for any employee with less than five school months (100 working days) of accumulated leave to apply to the period of leave, fifty percent (50%) pay shall be granted for each day of leave beyond the accumulated leave days not to exceed the number of days by which 100 exceeds the days of accumulated leave available (Education Code Section 88196).

The District, at its discretion, may require a doctor's verification or proof of the illness, injury, or medical consultation or treatment necessitating absence for such temporary leave granted under this section. Prior to returning to work, the employee shall provide verification from a generally recognized medical practitioner that the employee is released to return to work.

Grave or Life-Threatening Illness or Injury

For any employee suffering from a grave or life-threatening illness or injury who has served the District full-time seven or more consecutive years, and who has less than five school months (100 working days) of accumulated leave to apply to the period of leave,

full pay will be granted for each day of leave beyond the accumulated leave days not to exceed the number of days by which 100 exceeds the days of accumulated leave available, subject to the following conditions:

1. The employee is suffering from a documented grave or life-threatening illness or injury that is expected to last for one (1) month or more;
2. The employee who is suffering from a grave or life-threatening illness or injury requests in writing that the eligible leave be credited at full pay;
3. The employee requesting this leave at full pay provides to the Superintendent/President and the appropriate administrator verification of illness or injury;
4. Verification of District employee's illness or injury shall be by means of a letter or other instrument dated and signed by the sick or injured employee's physician indicating the incapacitating nature and probable duration of the illness or injury.
5. The employee continues to use any accrued sick leave or vacation or other available paid leave until such time as the employee has exhausted all available paid leave prior to the request or utilization of leave at full-pay;
6. The employee has to have been employed by the District for a minimum of seven years, so as to be eligible to apply for such leave at full pay;

Part-Time Employees

Part-time employees are entitled to sick leave on the same basis as full-time employees, pro-rated on an hourly basis.

Personal Necessity Leave

Any employee may elect to use, at his or her discretion, seven days of temporary leave to which he or she is entitled for personal illness or injury, in cases of personal illness or injury as prescribed in Education Code Section 88207 and in the following cases as prescribed by the Board of Trustees.

1. A crisis involving the employee's property or the person or property of the employee's immediate family. "Immediate Family" as used here and as applied to that phrase where used in Education Code Section 88194 includes only mother, father, husband, wife, son, daughter, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law of the employee or any relative living in the immediate household of the employee. Illness of a member of the employee's immediate family (as defined above), serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his or her assigned hours of service.
2. The birth of a child making it necessary for an employee who is a parent or guardian of the child to be absent from his or her assignment.
3. Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his or her assigned hours of service.
4. Delay in returning to work because of unavoidable circumstances (flood, storm,

- vehicle breakdown, public transportation delay, etc.). The number of days of absence on any one occasion shall be no more than reasonable as determined by the supervisor assessing the circumstance causing the delay.
5. Up to three days provided for Personal Necessity may be taken at the discretion of the individual employee for a personal necessity not covered elsewhere in this section. The employee shall not be required to give the reason for taking leave under this provision as long as he or she notifies the Superintendent/President or appropriate administrator in writing of his or her intent at least 48 hours in advance.
 6. The limits and conditions placed upon this form of leave and the manner of applying for and verifying the necessity for such leave shall be prescribed in the Education Code and in administrative rules and regulation of the District.

Family Illness Leave

In addition to the provisions of California Labor Code Section 233, any permanent full-time employee shall be allowed annually (non-cumulative) up to three days of leave with full pay, which is not chargeable to or deducted from the employee's sick leave bank, in the event that serious illness or injury incurred by a member of the employee's family requires the immediate and actual presence of the employee with the ill or injured person. For purposes of this section, family shall include only the following persons: mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law or any relative of the employee or of the spouse of the employee, or any relative living in the immediate household of the employee.

Pursuant to the Family and Medical Leave Act (FMLA) of 1993 and/or applicable comparable State law, employees may be entitled to twelve (12) weeks of unpaid, job protected leave to eligible employees for certain family and medical reasons during any fiscal year. An employee is eligible if he or she has worked for at least one year, and for 1250 hours over the previous twelve (12) months. The following leave conditions are addressed:

1. Birth of a child or placement of a child with the employee for adoption, foster care, or guardianship, and dependent adults.
2. To care for the employee's spouse, dependent child, parent, or dependent who has a serious health condition.
3. For a serious health condition that makes the employee unable to perform his or her job.

Exercise of these family leave provisions shall be subject to the following:

1. Health benefits shall continue as though the employee were in paid status for the first twelve (12) weeks of such leave.
2. Such leave for serious health conditions of the employee shall run concurrently with similar paid and unpaid leave.
3. Vacation and illness leave may be utilized during family leave for 1 and 2 above at the option of the employee.
4. The leave shall not constitute a break in service for longevity, seniority, or health benefits upon retirement.

5. Serious health condition is an illness, injury, impairment, or mental condition that involves either inpatient care or continuing treatment as defined by the Family Medical Leave Act.
6. This leave may be utilized in increments less than a consecutive twelve (12) week period.

Bereavement Leave

Every person employed in the service of any community college District shall be granted leave of absence, not to exceed three (3) days or five (5) days if 250 miles or more (round-trip) travel is required, on account of the death of any member of his or her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from any other leave provided by the Board of Trustees of the District. The Board of Trustees may enlarge the benefits of this section and may expand the class of relatives below as members of the immediate family. Member of the immediate family refers to the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

In addition to the above stated "Bereavement Leave" an employee who suffers the death of a spouse shall be entitled to an additional seven (7) days of paid leave as follows. If the employee has sufficient sick leave, the employee shall use such sick leave as seven (7) days of personal necessity.

If an employee has less than seven (7) days of available personal necessity (sick leave) then he or she shall be allowed to borrow personal necessity leave from a future year to a combined maximum of seven (7) days. For example, if the employee has three (3) days of personal necessity or sick leave available, he or she will be able to borrow four (4) additional days of personal necessity or sick leave from a future year.

Judicial and Official Appearances

Any permanent full-time employee may use a maximum of three (3) days personal necessity leave for the purposes of appearing as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

Any permanent full-time employee will be entitled to leave when called for jury duty in the manner provided for by law.

Leaves provided under this section will be granted with pay for the employee up to the amount of the difference between the employee's regular earnings for the period covered by the leave and any amount he or she receives for juror or witness fees.

Quarantine Leave

Any permanent full-time employee will be entitled to leave with full pay subject to limitations below for absence from duty because of quarantine which results from his or her contact with other persons having a contagious disease while performing his or her duties, or because of temporary inability to perform the services required of him or her

because of the quarantine.

If the period of quarantine extends beyond sixty (60) working days during which the District is required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year, the quarantine shall be treated as a personal illness, and the employee will be entitled to the same pay enumerated in the section on Personal Illness and Injury Leave.

This section only applies to quarantine of the employee. If, subsequent to the employee being placed on leave for quarantine, the employee contracts an illness as a result of exposure to the contagious disease, the leave for quarantine will be terminated and the provisions of personal illness leave or job-incurred illness leave shall become effective.

Industrial Accident or Illness Leave

Any permanent full-time employee will be entitled to a maximum of sixty (60) days leave with pay as provided in the Education Code and the Policies, Rules and Regulations of the District for industrial accident or illness arising out of and in the course of employment of the employee and which is accepted by the State Compensation Insurance Fund as a bona fide injury or illness arising out of and in the course of employment. (Education Code section 88192).

Long-Term Leaves

An employee, upon written request, may be granted a long-term unpaid leave of absence by the Board. No such leave of absence may be extended beyond twelve months, except by renewal by the Board. Long-term leaves shall, as much as possible, coincide with the regular college or fiscal year.

Except as may be required by law, long-term leave will not normally be granted to a probationary employee.

Such leave will not constitute a break in continuity of service, but the period of leave shall not be considered as employment for the various purposes of computing cumulative years of service in the District, including but not limited to advancement on any salary schedule and seniority.

Upon expiration of the leave, the employee will be reinstated in the position held by him or her prior to the leave, or in a position comparable in responsibility, there being no assurance implied herein of return to an exact assignment held prior to the leave. The Board reserves the right, subject to applicable provisions of the law, to make such change in position assignment of the employee upon his or her return from leave that will best serve the interests of the District.

Pregnancy Disability Leave

Any permanent full-time female employee will be placed on sick leave upon her request to the Board when she is required to be absent from her assignment because of pregnancy or convalescence following childbirth. Such leave in excess of accumulated sick leave shall be subject to the minimum allowable guidelines under the Family and Medical Leave Act

and/or applicable State law, and shall not normally be granted for more than twelve (12) calendar months.

Such leave shall be for a period of time to be determined by the employee upon the advice of her physician and as conditions indicate.

Insofar as is possible, request for leave shall be made as far in advance as is practical. Beginning and ending dates for leave should be estimated by the employee with the advice of her physician. The terms of such leave shall at all times have as a prime consideration the best interests of the employee's health and her ability to return to her assignment in good physical and emotional condition.

A reduction or extension of the period of leave granted may be authorized by the Superintendent/President if conditions occur. In the event of interruption of pregnancy, the period of leave may be reduced or extended at the option of the employee with the advice of her physician.

Personal Leave

The Board recognizes that circumstances in the lives of employees may occasionally determine a compelling and reasonable need to interrupt continuing service with the District for a period of six (6) months to one (1) year, and that such need may not qualify for leave under the several forms of leave available to employees.

Any permanent full-time permanent employee may submit a written request for personal leave for six (6) months to one (1) year. Granting of such leave will be considered on the basis of the need, of which the Board shall be judge, and in terms of the availability of an adequate replacement for the employee during the period of leave. Such leave granted shall be without pay.

Personal leave under this section will also be granted to permanent or probationary female employees terminating a pregnancy disability leave as provided in the section on pregnancy disability leave.

LAYOFF AND REEMPLOYMENT

Definitions

1. Layoff - A layoff is a reduction in force or a reduction of hours.
2. Classification - A specific job or job title.
3. Seniority - For the purposes of this section seniority means date of hire in a class plus higher classes as a permanent employee.
4. Effective Date of Layoff or Termination Date - Shall be the last actual working day.

Notice of Layoff

When as a result of reduction or elimination of the service being performed by any department and where employees are subject to layoff for lack of work or funds, affected employees shall be notified by personal delivery or certified mail sent to the most recent address provided to the District by the employee as per Education Code section 88017.

The layoff notice shall contain:

1. The reason for layoff and its effective date;
2. The employee's displacement (bumping) rights (if any);
3. The employee's reemployment rights;

Upon return to work, all time during which an employee was in laid off status, shall be counted for seniority purposes not to exceed thirty-nine (39) months, in addition to seniority earned prior to the effective date of layoff, except that during such time the employee will not accrue vacation, sick leave, holidays, or other leave benefits.

DISCIPLINARY PROCEDURES

General Provisions

The provisions relating to disciplinary actions as set forth hereinafter shall apply only to permanent employees of the District, i.e., those employees who have satisfactorily completed an initial twelve (12) month probationary period with the District.

- A. The continued employment of any employee is contingent upon acceptable performance of assigned duties.
- B. Any employee may be subject to discipline for cause.
- C. "Discipline" shall include the following: suspension, reduction in pay, demotion or dismissal as defined below, except as otherwise provided hereinafter. Discipline shall not include layoffs for lack of work or lack of funds, or a reduction in pay which is part of a general plan to reduce salaries or to eliminate positions.
- D. "Suspension"-Temporary removal of an employee from his or her position with loss of pay as a disciplinary measure.
- E. "Demotion"-Reduction of an employee from a class or grade having a higher salary rate to a class or grade having a lower salary rate for disciplinary purposes.
- F. "Dismissal", discharge or permanent removal of an employee from his position, for cause, in accordance with the provisions of the Education Code and these rules.
- G. "Cause" shall include but is not limited to the following:

1. Incompetence or inefficiency in the performance of the duties of a position.
2. Inability or failure to perform assigned duties due to the failure or refusal to meet job qualifications (including but not limited to failure to pass required tests or to meet District insurability requirements).
3. Insubordination (including but not limited to the failure or refusal to perform).
4. Carelessness or negligence in the performance of duties or in the care or use of District property.
5. Discourteous, offensive or abusive conduct or language toward other employees, students, or the public.
6. Dishonesty (including but not limited to the handling of District funds or property, falsifying District records, or reporting time on and off the job).
7. Possession of or drinking alcoholic beverages on the job, or reporting to work under the influence of alcohol.
8. Possession of or use of a narcotic or restricted substance on the job, or reporting to work under the influence of a narcotic or restricted substance.
9. Conviction of any crime, involving moral turpitude.
10. Violation or abuse of absence or leave rules.
11. Abandonment of position (the absence of the employee without notice or cause for three (3) consecutive working days).
12. Violation of the Education Code, rules and regulations of the District, or safety rules made applicable to the District.
13. Falsifying any information supplied to the District (including but not limited to information on application forms, employment records or other District records).
14. Willful conduct unbecoming an employee of the District, indicative of an unfitness to perform.
15. Conduct of personal business for personal gain while on work assignments.
16. Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment by the District.

H. In all cases involving disciplinary action, the person proposing such action shall file a written recommendation with the Secretary of the Board of Trustees.

I. No disciplinary action shall be taken against any permanent employee for any cause which arose more than two (2) years preceding the date of the filing of the notice of disciplinary action unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

Disciplinary Procedure

This section shall be applicable to demotion, reduction in pay, suspension without pay and dismissal.

Pre-disciplinary Procedures

Any employee proposed to be disciplined shall receive written notification of intended disciplinary action. Notification shall be deemed sufficient when it is delivered in person

to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid, and addressed to the last known address of the employee. The notice of intended disciplinary action shall be issued by the Superintendent/President or designees.

- A. The pre-disciplinary notice shall contain the following:
 - 1. A statement of the proposed disciplinary action.
 - 2. A statement of the reasons for such action.
 - 3. A copy of the charges and materials upon which the action is based.
 - 4. A statement that the employee has the right to respond, either orally or in writing to the Superintendent/President or designee who is authorized to investigate and determine the facts of the matter and to make recommendations preliminary to a decision by the Board.
- B. The employee shall be given at least five (5) calendar days' notice of the time and place of the meeting at which the Superintendent/President will consider the employee's response to the proposed disciplinary action.
- C. The employee shall be afforded the opportunity to present any evidence or information relevant to the charges and the proposed disciplinary action. The employee shall be entitled to be represented by counsel or any other person chosen by the employee.
- D. When, in the opinion of the Superintendent/President it is necessary to immediately remove the employee due to potential harm to the public, district property, or other employees, the employee may be placed on unpaid suspension pending conclusion of the disciplinary process. In such cases, written notice shall be served on the employee, and shall contain a statement of the reasons therefore. The notice shall be served as soon as possible thereafter in view of the circumstances.

Hearing Procedures

A permanent Classified Management or Confidential employee may be considered for suspension, demotion, or dismissal, by the Board on the recommendation of the Superintendent/President initiated by the Superintendent/President's filing with the Board and serving upon the effected employee a notice of disciplinary action.

- A. The notice of disciplinary action shall contain the following:
 - 1. A clear and concise statement of the specific acts or omissions upon which the action is based.
 - 2. A statement of the cause for the action.
 - 3. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation.
 - 4. A statement of the action taken.
 - 5. A statement that the employee has a right to a hearing on the charges.
 - 6. A card or paper, signing and filing of which shall constitute a demand for hearing and a denial of all charges. The employee shall have the right to file

notice of defense setting forth any matters which he or she desires or feels appropriate.

- B. If the employee desires a hearing on the disciplinary action, the written request must be filed with the Secretary of the Board of Trustees within five (5) calendar days after service of the written notification to the employee. Failure of the employee to file a timely request shall constitute a waiver of the right to a hearing.
- C. If the employee fails to file a timely request for a hearing, the decision of the Board of Trustees shall be final and conclusive.
- D. If the employee files a timely request for a hearing, the Board of Trustees shall conduct a full evidentiary hearing at a designated time and place within a reasonable time after receipt of the request from the employee. The Board may appoint a hearing officer to hear the matter and recommend a decision to the Board as hereinafter provided. The employee shall be given at least ten (10) calendar days' notice of the time and place of the hearing unless such notice is expressly waived in writing by the employee.
- E. The hearing shall be conducted in the manner most conducive to determination of the truth, and the Board of Trustees and the hearing officer shall not be bound by technical rules of evidence. Decisions made shall not be invalidated by a non-prejudicial error in the procedure. The Board or the hearing officer shall determine the relevancy, weight and credibility of testimony and evidence, and shall base findings on the preponderance of evidence.
- F. Each side shall be permitted an opening statement and closing argument. The District shall present witnesses and evidence to sustain the charges, and employee may then present witnesses and evidence in rebuttal. Each side will be allowed to examine and cross-examine witnesses.
- G. The Board of Trustees or the hearing officer may, prior to or during a hearing, grant a continuance for any reasons believed to be important to the reaching of a fair and proper decision.
- H. If the Board of Trustees has conducted the hearing it shall prepare or cause to be prepared written findings setting forth the charges, if any, which are sustained, the reasons therefore, and the disciplinary action, if any, invoked. If a hearing officer has conducted the hearing proposed findings shall be submitted to the Board. The Board may sustain, reject or modify the proposed disciplinary action. If deemed necessary, the Board may refer the matter back to the hearing officer for additional findings and recommendations or review the record and make its own findings. The decision of the Board shall be final and conclusive.
- I. If the Board of Trustees rejects or modifies the proposed discipline, the Board may order all or part of the employee's full compensation from the disciplinary action be paid, and shall order the appropriate disposition of the case.

- J. The employee, or a designated representative, may obtain a copy of the transcript of the hearing upon request, and shall pay for the cost thereof.

Effect of Dismissal

Dismissal of any employee shall, unless otherwise ordered by the Board of Trustees:

1. Constitute dismissal of the same date from any and all positions which the employee may hold.
2. Result in automatic removal of the employee's name from any and all employment lists on which it may appear.
3. Terminate the salary of the employee as of the effective date of dismissal except that the employee shall be compensated for any unpaid salary, unused and accumulated vacation accrual and unused compensatory time off to the employee's credit as of the date of dismissal.