



Cerritos Community College District

Classified Employees' Handbook

CERRITOS COMMUNITY COLLEGE DISTRICT

CLASSIFIED EMPLOYEES' HANDBOOK

Table of Contents

	Page
Information about the College	1
Employment of Classified Personnel	2
Employment Procedures/Requirements	5
Classified Service/Categories of Employment	8
Employment of Relatives	10
Staff Diversity	11
Investigation/Resolution of Alleged Unlawful Discrimination	13
Notification of Change of Name, Address, and Telephone Number	14
Health and Welfare Benefits	15
Hours of Employment	16
Shift Classification/Salary Differentials	17
Overtime	18
Call Back Time	19
Classified Salary Policies	20
Working Out-of-Classification	22
Holidays	23
Holiday Pay	25
Evaluations	26
Sick Leave	27
Maternity Leave	29
Expiration of Extended Illness Leave	30
Catastrophic Illness/Injury Leave Donation Plan	31
Vacation	37
Personal Necessity Leave	39
Industrial Accident or Illness Leave	41
Leave for Death in Family	44
Jury Duty	45
Leave of Absence without Pay (Personal Reasons)	46
Family and Medical Leave (Unpaid)	47
Military Leave	48
Unauthorized Leave/Abandonment of Position	49

CERRITOS COMMUNITY COLLEGE DISTRICT

CLASSIFIED EMPLOYEES' HANDBOOK

Table of Contents -- Continued

	Page
Physical Examination	50
Personnel Records	51
Workers' Compensation	53
Classified Employee Seniority	54
Classification Review/Range Adjustment Policy for Classified Positions	55
Abolishment/Establishment of Classified Positions	56
Quarantine	57
Outside Employment	58
Sexual Harassment	59
Discipline	61
Conflict of Interest	68
Drug-Free Workplace/Campus	71
Sexual Assault and Acquaintance Rape	74
Resignation of Employee	75
Layoff	76
Reemployment of Former Employees	77
Grievance Policy/Procedures	78
Key Control Policy	83
Building Security	85
Parking/Traffic Regulations	86
Lost and Found	87
Telephones	88
Theft and Vandalism -- Reporting Procedures	89
Emergency Procedures	90
District Vehicles/Driver's Clearance	94
Hazardous Substance Communication/Control Program	96
Employee Assistance Program	97
Cerritos College Foundation	99
Classified Employee of the Month/Year Program	100
Employee Transportation Program	101
Campus Services	102
CSEA-District Bargaining Agreement Provisions	103
Index	104
Appendix - Board Policies References	

INFORMATION ABOUT THE COLLEGE

Cerritos College, founded in 1955, is a public comprehensive community college serving an area of 52 square miles of southeastern Los Angeles County. It is a single campus community college district and it is one of 109 California community colleges. Housed on a 135-acre campus, the college serves the communities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, Lakewood, La Mirada and Norwalk. The college is overseen by a seven member Board of Trustees, which is elected by the community for four-year terms. The student body, like the larger community, is of diverse ethnic, cultural and socioeconomic background. The college offers a wide range of Associate in Arts Degree and Certificate programs in both academic and vocational fields as well as a full range of student services, student activities and athletics to complement the instructional program. The college also provides a variety of educational and other enrichment activities through its Community Education program including: adult/continuing education, seniors programs, cultural events, travels opportunities, films, lectures, and recreational activities.

EMPLOYMENT OF CLASSIFIED PERSONNEL

Employment Selection

The President/Superintendent, through the Human Resources office and the Director of Human Resources, is responsible for developing procedures which will result in the selection of persons that meet the District's employment needs in a timely manner and ensure compliance with federal, state and local laws, and Board Policies.

Development of selection procedures and participation in selection processes shall include input from all appropriate segments of the staff.

Any individuals or group of individuals acting on behalf of the Board of Trustees for the recruitment and selection of personnel for the District are subject to all federal, state and local laws, and Board Policies.

The President/Superintendent, at his/her sole discretion, may make exceptions to the employment selection policies in unusual circumstances which require immediate action for the governing board to hire personnel.

Job Announcements

The Human Resources office shall be responsible for the development and dissemination of job announcements. Announcements shall be developed from Board approved job descriptions prepared by the responsible manager with input from the appropriate Vice President, the Human Resources office and the Director of Human Resources.

Information in the job announcement shall include a detailed description of the position duties and responsibilities; minimum qualifications for the position; desired or preferred qualifications; general information relative to the work location, conditions of employment, salary, benefits, assigned time, etc., application procedures and any other information about the opportunity as deemed necessary.

"Desired" or "preferred" qualifications, when used, shall be clearly differentiated from "required" qualifications.

Job announcements shall be widely circulated within the college and to outside agencies for adequate periods of time in order to develop qualified and applicant pools for District employment opportunities.

Employment opportunities may be announced for recruitment and selection from specific District employee groups only as determined appropriate by the President/Superintendent.

The Human Resources office shall issue, receive and coordinate the processing of all applications for District employment opportunities.

Employees who are interested in District employment opportunities must complete and submit District application forms to the Human Resources office in accordance with the application procedures on job announcements in order to be considered for employment opportunities.

Employment of Classified Personnel

The Board of Trustees shall determine the number and classification of classified positions for the District and shall employ personnel to fill these positions from a list of candidates nominated by the President/Superintendent. The assignment of these employees to specific duties shall be made by the immediate manager with approval of the President/Superintendent.

The President/Superintendent shall develop and implement procedures for the recruitment, selection, and employment of classified employees in accordance with the District's Equal Employment Opportunity Policy.

The Human Resources office shall implement and coordinate the development of applicant pools for selection and employment of qualified candidates for classifications within the classified service of the District. Such applicant pools shall be established by selection procedures developed by the President/Superintendent.

Applicant pools for certain classifications, as determined by the Human Resources office, shall be valid for periods of time in accordance with procedures developed by the Director of Human Resources (or designee) in order to meet District employment needs. Applicant pools for all other classifications shall be developed as needed for specific vacancies that occur.

Vacancy announcements for classified employment shall be published and open for applications for a minimum of ten (10) working days.

When a vacancy occurs in a classification and has been authorized for screening and employment, the responsible manager shall notify the Human Resources office to request filling the vacancy.

Managers shall form selection committees for the purpose of reviewing applications and conducting interviews of qualified candidates for employment from applicant pools developed by the Human Resources office. The composition of selection committees shall be in accordance with the approved selection procedure for classified positions.

Selection committees shall conduct interviews/evaluations of candidates and make recommendations of candidates for employment. Committees may recommend one or more candidates for employment in ranked or unranked order. Final selection of a successful candidate from the candidate(s) recommended by the selection committee shall be made by the responsible manager to the Human Resources office and include all supporting documentation from the selection procedure.

Upon selection and recommendation for employment of a candidate, the Human Resources office will submit the recommendation for employment to the appropriate Vice President for approval. Upon approval by the appropriate Vice President, the recommendation will then be submitted to the President/Superintendent for approval and recommendation of employment to the Board of Trustees. The Board of Trustees, in accordance with the Education Code, has the sole power of employing all personnel, and no person is employed until action has been taken by the Board of Trustees.

No person can begin service with the District until employment has been approved by the Board of Trustees. In an emergency, after specific approval by the President/Superintendent, the person may begin service preceding approval by the Board, but his/her employment must be submitted for ratification at the next meeting of the Board of Trustees.

EMPLOYMENT PROCEDURES/REQUIREMENTS

Applications

Applicants for employment must complete a District application form in its entirety and attest to its accuracy. Willful inaccurate or incomplete information may result in suspension or dismissal from employment. Completed applications become the property of the District and will not be returned to an applicant. All employment is subject to the approval of the District's Board of Trustees.

Employment Processing

Prior to beginning employment, new employees must report to the Human Resources office and complete all required employment forms and meet any other employment requirements set by District policies/ procedures, federal and/or state laws.

New employees must present to the Human Resources office appropriate documents verifying their identity and authorization to work in the United States in accordance with the provisions of the Immigration Reform and Control Act 1986 (Public Law 99-603).

Tuberculosis Examination

In accordance with the provisions of Education Code Section 87408.6, each employee of the District, shall have an examination at least once every two years to determine whether or not he/she is free from active tuberculosis. The employee must file the results of this examination with the Human Resources office immediately upon receipt. No employee whose report shows that active tuberculosis is present shall be allowed to continue employment by the District until he/she presents a signed statement by a licensed physician that he/she is free of active tuberculosis.

Every new employee shall have a current examination before he/she is employed in accordance with the provisions of Education Code Section 87408.6.

For classified employees with expiring exams and requiring renewed tuberculin tests, the District will annually arrange and pay for this examination service for such employees on campus in accordance with the provisions of Education Code Section 87408.6.

Fingerprints

All new employees will be fingerprinted as part of the processing for employment. The Cerritos College Campus Police Department shall perform this fingerprinting or other authorized local law enforcement agency. The fingerprints shall be submitted for background investigation and clearance to the State Department of Justice (Bureau of Criminal Identification) and/or the Federal Bureau of Investigation (as appropriate). The cost of this processing shall be paid by the District.

Identification Cards

All new probationary employees, at the time of initial employment with the District, shall be issued a staff identification card by the I.D. Center located in the Student Center. The card includes the employee's name and picture. This identification card shall be carried by the employee at all times while on campus, and it remains the property of the District. Upon termination from employment, the identification card must be returned to the District in accordance with administrative procedures.

Health Requirements

The District reserves the right to require health examinations of individuals prior to employment. Such examinations (if required) may be at the expense of the applicant for employment.

Public Employees' Retirement System - (P.E.R.S./ Social Security)

The following are the regulations that govern eligibility for and membership in the Public Employees' Retirement System. (Qualifying employees who became P.E.R.S. members must also participate in the Social Security System):

- Persons who have funds on deposit with P.E.R.S. cannot be excluded from membership regardless of the type of appointment, permanent or temporary, at the time of employment.
- Full-Time Classified Employees become members of P.E.R.S. on the first day of employment.
- Part-Time Classified Employees become members from the first date of employment if the position requires service for at least an average of 20 hours per week.

- Temporary full-time employees employed for specific duration (more than six months), become members on the first day of employment. If length of employment is for less than six months, but employment is subsequently extended past six months, the individual is excluded from P.E.R.S. membership for only the first six months of service. Membership is effective not later than the first day of the seventh month of employment.
- Regular Classified Hourly employees, and Temporary Adult Hourly or Substitute Hourly employees employed on an irregular or "as needed" basis become members if they render 1,000 or more hours or 125 or more days of paid service within a fiscal year (i.e. July 1 - June 30). Membership will be effective on the first day of the month following the month in which the 1,000 hours or 125 days of service were completed.
- Acceptance of employment in a position requiring membership in the system is an employee's consent to have deductions from salary taken for P.E.R.S. and Social Security System.

New employees that do not qualify for and become members of P.E.R.S. in accordance with the above provisions are still required to participate fully in Social Security. These employees will have the appropriate salary deduction made for this participation.

Public Employees' Retirement System Information Booklets are available in the Human Resources office.

CLASSIFIED SERVICE/CATEGORIES OF EMPLOYMENT

Classified Service

The District shall employ persons for positions that are not academic positions. The Board of Trustees shall classify and assign titles to such positions. Such employees and the positions they hold shall be known as the "classified service."

All employees in the classified service, except restricted employees, shall be designated as either probationary or permanent.

Probationary Employment Status

The probationary employment period of all members of the classified service (except as specified below) shall be six months of actual service which shall be deemed to include days of absence for illness or injury to which the employee is entitled without loss of pay pursuant to Education Code Section 88191. The probationary employment period shall commence on the first day of paid service.

The probationary employment period for all classified management employees, sworn police officer classifications and the classification of campus security officer shall be 12 calendar months of actual service which shall be deemed to include days of absence for illness or injury to which the employee is entitled without loss of pay pursuant to Education Code Section 88191. The probationary period shall commence on the first day of paid service.

During the probationary period, employees in the classified service may be dismissed without cause and shall not have a right to a hearing.

Permanent Employment Status

Upon successful completion of the required probationary period by any member of the classified service, such employee shall be designated as a permanent employee and shall be subject to disciplinary action only for cause as prescribed in Board Policy.

Any permanent classified employee who is subsequently hired in or voluntarily accepts a transfer into a different or higher classification shall serve the required probationary period to obtain permanent status in the job classification. During the applicable probationary period, the employee may be dismissed without cause. In such a case, the employee

shall not have a right to an appeal or hearing and shall be demoted or returned to his or her former classification.

Restricted Employment Status

"Restricted Employees" means any employee who is employed in a position pursuant to Education Code Sections 88005-88008 and shall be a classified employee for all purposes except: (1) He/she shall not be accorded permanent status; (2) He/she shall not acquire seniority credit for purposes of lay off due to lack of work or lack of funds as may be established by rule of the governing board.

EMPLOYMENT OF RELATIVES

Relatives of employees may be employed by the District, but not directly or indirectly, under the supervision of a member of the employee's immediate family as defined below, and when regular employment procedures have been followed.

Immediate Family is defined as father, mother, brother, sister, husband, wife, child, grandchild, stepfather, stepmother, stepson, stepdaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandfather-in-law, grandmother, grandmother-in-law of the employee, foster parents of the employee in lieu of father or mother, foster children of the employee living in the employee's immediate household, or any relative living in the employee's immediate household.

STAFF DIVERSITY

The Cerritos Community College District is strongly committed to achieving staff diversity and the principles of equal opportunity employment. The District encourages a diverse pool of applicants and does not discriminate on the basis of race, color, national origin, ancestry, sex, age, religion, marital status, disability, sexual orientation, or such other categories of protected classifications as defined by law applicable to the District. This commitment applies to every aspect of personnel policies and practices in the employment, development, advancement, and treatment of employees.

The Cerritos Community College District is committed to ensuring equal employment opportunities to qualified individuals with a disability, and will make reasonable accommodations for known limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

The Cerritos Community College District believes that in order to effectively address and comply with federal and state mandates and guidelines on Staff Diversity, the Board of Trustees, administration, faculty, and classified staff must recognize that Staff Diversity is a shared responsibility and each must be held accountable for application and enforcement of the Policy within their area of authority.

The District will ensure that employment, promotion, and transfer decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for the position. The District will ensure that all other personnel actions such as compensation (including rate of pay), benefits, transfers, layoffs, returns from layoff, terminations, District-sponsored training, education, social and recreational programs, will be administered without regard to race, color, national origin, ancestry, sex, age, religion, marital status, disability, sexual orientation, and such other categories of protected classifications as defined by law applicable to the District.

The President/Superintendent has the responsibility and authority for developing and implementing the Cerritos Community College District's Staff Diversity Program. The Staff Diversity Officer administers and monitors the program on behalf of the President/Superintendent.

The Staff Diversity Committee members shall assist in reviewing the Staff Diversity Plan in conformity with state and federal guidelines and

monitoring its progress, and shall act as an advisory body to the President/ Superintendent through the Staff Diversity Officer.

Non-Discrimination in College Programs and Activities

Cerritos Community College District affirms that its programs and activities are available to all persons without regard to race, color, national origin, ancestry, sex, age, religion, marital status, disability, or sexual orientation. Board policy provides for the investigation of alleged unlawful discrimination on a timely basis.

The District officer responsible for ensuring District compliance with rules and regulations adopted by the Board of Governors of the California Community Colleges regarding unlawful discrimination shall be the Staff Diversity Officer.

The District will provide annual notice of its policy against unlawful discrimination to students, new employees when they commence working, and to all current employees.

INVESTIGATION/RESOLUTION OF ALLEGED UNLAWFUL DISCRIMINATION

The Board of Trustees is committed to ensuring equal employment opportunity for all persons and to prohibiting unlawful discrimination based on race, color, national origin, ancestry, sex, age, religion, marital status, disability, sexual orientation, and such other categories of protected classifications as defined by law applicable to the District.

The President/Superintendent shall provide regulations and procedures, for implementation of this policy and such regulations and procedures shall be included as part of the District's Affirmative Action/Staff Diversity Program.

The Affirmative Action/Staff Diversity Officer is the District Official responsible for ensuring District compliance with rules and regulations adopted by the Board of Governors of the California Community Colleges (Title 5) regarding unlawful discrimination in employment practices.

The District will provide annual notice of its policy against unlawful discrimination to students, new employees when they commence working, and to all current employees and will post such notice in prominent places on campus.

For information regarding the procedure for filing a complaint alleging unlawful discrimination, contact the Affirmative Action/Staff Diversity Officer in the Human Resources office at Extension 2283.

SECTION 504/AMERICANS WITH DISABILITIES ACT -- COMPLAINT POLICY

Cerritos College supports the idea that no person shall, on the basis of a physical or mental disability, be unlawfully subjected to discrimination under any program or activity offered under the control of the college. Any employee who believes he/she has been subject to a discriminatory action may file a complaint.

For further information regarding the procedure for filing a complaint under this policy, contact the Director of Disabled Student Programs and Services (Cerritos College Section 504/ADA Coordinator) at Extension 2334.

NOTIFICATION OF CHANGE OF NAME, ADDRESS, AND TELEPHONE NUMBER

Upon employment, each employee shall provide the Human Resources office, his/her correct residence address, and, if different, his/her correct mailing address and telephone number. Changes of employee name, street and/or post office box address and telephone number shall be reported in writing to the Human Resources office within ten working days of the change.

Employees shall also report name changes to the Human Resources Office and complete required District forms for making name changes for District personnel/payroll purposes. In order to process a name change, an employee must present an original copy of their Social Security card, which indicates their new name to the Human Resources office.

HEALTH AND WELFARE BENEFITS

Active Employees

Personnel employed on a 50% or more basis as probationary or permanent classified employees or other qualifying assignments (as determined by the President-Superintendent) shall be eligible to enroll in District-paid Health and Welfare Benefit plans as established and approved by the Board of Trustees.

New employees shall be given Health and Welfare Benefits enrollment materials at the time of employment. All eligible employees shall be provided the Open Enrollment Health and Welfare Benefits materials annually during the open enrollment period for insurance benefit changes.

Employees who terminate employment from the District shall be eligible to continue their District-paid Health and Welfare Benefits in accordance with federal/state laws and District policies; or enroll in individual conversion plans as offered by the insurance carriers. Individuals electing to do either of the above must pay the full premiums for the plans selected.

Retired Employees

Employees who are eligible for District-paid Health and Welfare Benefits at the time of retirement shall be eligible to enroll in District Retiree Health and Welfare Benefit plans.

Retiree Health and Welfare Benefit plans shall be in accordance with federal/state laws and agreements with respective employee groups. Procedures for administration of approved retiree insurance plans shall be developed and implemented by the Vice President of Business Services/Assistant Superintendent.

HOURS OF EMPLOYMENT

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

An employee's normal work schedule shall not exceed eight hours per day or 40 hours per week. This does not preclude the extension of the workweek or the workday on an overtime basis. The starting time and ending time of the workday shall be established by the District based on District needs. An immediate manager may temporarily modify the starting time and ending time of the workday based on District needs or upon request of the employee.

Part-time employees shall have an assignment of less than 40 hours during the workweek.

Any employee who works an average of 30 minutes or more per day in excess of his/her regular part-time assignment for a period of 20 consecutive working days or more shall have his/her regular assignment changed to reflect the longer hours in order to acquire fringe benefits in accordance with District policies.

A 30-minute non-compensated lunch period shall be provided to all employees who render service of at least six consecutive hours in a workday. At the request of the employee, the non-compensated lunch period may be extended by the immediate manager, at his/her sole discretion, to a maximum of an additional 30 minutes. If the lunch period is extended up to a 30 additional minutes, the additional minutes shall be worked on the same day as an extension of his/her regular assigned work schedule. The lunch period shall be assigned by the immediate manager at or about the midpoint of each employee's work shift. Immediate managers, in making lunch period assignments, will take into consideration both District and employee needs. It is the employee's responsibility to take the assigned lunch period. The lunch period is not to be used for any other District purpose.

A 15-minute compensated rest period shall be provided to employees for each four hour period of service. The rest period herein described shall be taken at or near the midpoint of each four hour period of service. Any exception to this will be at times least disruptive to the operation of the division or department and subject to the approval of the immediate manager. It is the employee's responsibility to take assigned rest periods. Rest periods are not to be used for any other District purposes.

SHIFT CLASSIFICATIONS/SALARY DIFFERENTIALS

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

Swing Shift

When hours of work regularly assigned exceed 4:30 p.m. by more than three hours per day for at least three of the five normal workdays per week.

Split Shift

When hours of work regularly assigned are split by two or more hours for at least three of the five normal workdays per week.

Graveyard Shift

When either the ending time of a regularly assigned workshift exceeds 12 o'clock midnight by more than three hours or the beginning of a regularly assigned workshift precedes 8:00 a.m. by more than three hours for at least three of the five normal workdays per week.

Weekend Shift

When regularly assigned workweek includes both Saturday and Sunday.

An employee receiving a shift differential who is temporarily reassigned due to District needs to a shift qualifying for a lesser differential increment, shall continue to receive the shift differential of his/her regular assignment.

An employee qualifying for shift differential pursuant to this policy, shall have his/her salary increased by a differential increment as follows:

Swing Shift	2.5%
Split Shift	2.5%
Graveyard Shift	5.0%
Weekend Shift	5.0%

If an employee qualifies for two or more of the above differentials, said employee's salary shall be increased by the sum of the differential increments specified above.

OVERTIME

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

Overtime is defined as time authorized by the immediate manager worked in excess of eight hours in any one work day or on any one shift or in excess of 40 hours in any work week. Employees shall be compensated at the rate of one and one-half times regular pay rate for overtime hours worked, or granted compensatory time off with pay at the rate of one and one-half hours of compensatory time off for each one hour of overtime worked.

Overtime service is voluntary for employees, except in cases of emergency as determined by the District.

Compensatory time shall be authorized only in accordance with established administrative procedures.

CALL BACK TIME

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

Any employee called in to work at a time when the employee is not scheduled to work shall receive a minimum of three hours of pay at the appropriate rate of pay.

CLASSIFIED SALARY POLICIES

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

District salary schedules shall be administered in accordance with federal, state, and local laws, and the policies of the Board of Trustees.

The Board of Trustees may defer the adoption of salary schedules to be paid, pending adoption of the District's budget for the ensuing fiscal year.

Classified monthly employees initially placed on the first column of the salary schedule shall be entitled to an advancement to the next salary column on the first day of the month following six months of fully paid service and annually thereafter in accordance with the provisions of the adopted salary schedule. Employees shall have been in fully-paid status for at least seventy-five percent (75%) of the working days in a work year period to be credited with the entire year.

Full-time employees shall be compensated on the basis of the monthly salary in the appropriate range for the position classification in accordance with the adopted salary schedule.

Part-time employees working less than eight hours per day on a percentage basis of a full-time assignment shall be compensated on the basis of the percentage of the monthly salary of the appropriate range for the position classification in accordance with the adopted salary schedule.

Part-time employees working less than eight hours per day on an hourly basis shall be compensated for each hour of service rendered at the hourly equivalent of the monthly salary range for the appropriate position classification in accordance with the adopted salary schedule. In determining the hourly equivalent from the monthly salary range, the divisor of 173.33 hours per month shall be utilized.

Regular classified hourly employees initially placed on the first column of the salary schedule shall be granted by the District an anniversary increment to the next column effective the subsequent July 1 if the employee's date of employment is on or before December 31. Thereafter, the employee shall be granted by the District an anniversary increment to subsequent column(s) effective the subsequent July 1 if the employee renders service for at least seventy-five percent (75%) of the assigned hours during the prior fiscal year.

Regular classified hourly employees shall be compensated for each hour of service rendered at the hourly rate for the appropriate position classification in accordance with the provisions of the adopted classified hourly salary schedule.

Salary Warrant Errors

Whenever it is determined that a District error has been made in the calculation or reporting in any employee's payroll or in the payment of any employee's salary, the District shall provide the employee with a statement of the correction and a supplement payment normally within five working days of such determination. The employee shall provide written notification to the Payroll Department of any alleged errors. A salary warrant error resulting in overpayment for an employee shall be corrected and subsequent salary warrant(s) reduced accordingly after the District provides written notification to said employee.

Lost Salary Warrants

If an employee: a) loses a salary warrant after receipt, b) fails to receive a salary warrant within ten workdays of the date of mailing, or c) fails to cash a salary warrant within six months of the issuance date, said employee shall immediately notify the Payroll Office and as soon as administratively practicable a new salary warrant shall be issued. The District shall charge said employee for the actual and necessary expense of reissuing a warrant in cases of the loss of a salary warrant or failure to cash a salary warrant within the time period specified above.

WORKING OUT-OF-CLASSIFICATION

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

An employee required to work in a higher classification with prior approval of the employee's immediate manager shall qualify for out-of-classification pay if the employee works for five workdays or more within a 15 calendar-day period. The employee shall have his/her salary adjusted upward for the entire period he/she is required to work out-of-classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties. Salary adjustments shall be made so that the employee is placed on the lowest column of the higher classification resulting in at least a five percent increase in pay (but not lower than Column B unless the employee is currently on Column A).

HOLIDAYS

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

All classified, management, and confidential employees are entitled to the following holidays with pay:

- New Year's Day
- Dr. Martin Luther King, Jr. Day
- Lincoln Day
- Washington Day
- Friday (week of Spring Recess) (Board Approved)
- Memorial Day
- Independence Day
- Labor Day
- Admission Day (or other day in lieu of)
- Veterans Day
- Thanksgiving Day
- Friday or Saturday (Day After Thanksgiving) (Board Approved)
- Christmas Day
- Floating Holiday (Board Approved)

The above floating holiday shall be scheduled immediately before or after any of the other above-named holidays as determined by the District in consultation with employee groups.

Except as otherwise permitted by the State Education Code, if a holiday falls on a Sunday, the holiday shall be observed the following Monday; and if the holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

Holiday Eligibility

Employees must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees who are not normally assigned to duty on the holidays occurring during the Christmas/New Year and Spring vacation periods shall be paid for the required holidays by Education Code and Board approved additional holidays occurring during these periods provided that the employees were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

Employees beginning employment the day after the holiday or terminating employment the day preceding a holiday shall not qualify for holiday pay since they are not in service to the District on said holiday.

Additional Holiday

Every day appointed by the President of the United States or Governor of this State as a holiday and for which the proclamation states that community colleges shall be closed in accordance with the provisions of Education Code Sections 79020 and 88203 shall be a paid holiday for all eligible employees.

HOLIDAY PAY

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

When an employee is required to work on any holiday, he/she shall be paid compensation for each such work in addition to the regular pay received for the holiday at the rate of time and one-half of his/her regular rate of pay. The Board of Trustees may exempt from this section classes of positions and employees which are required to work exclusively on weekends and holidays for and which a salary rate that recognizes the exclusive weekend and holiday assignment is established.

A full-time employee who is required to work a workweek other than Monday through Friday, or consents to a workweek including Saturday or Sunday or both pursuant to Education Code Section 88206, and as a result thereof loses a holiday to which he/she would otherwise be entitled, shall be provided by the District a substitute holiday (in the same workweek within which the holiday falls) or provide the employee compensation in the amount to which he/she would have been entitled to had the holiday fallen on one of his/her regularly assigned work days.

A part-time employee who works a workweek other than Monday through Friday and as a result thereof loses a holiday to which he/she would otherwise be entitled shall be provided substitute holiday time-off on a prorated basis in the same workweek within which the holiday falls, or compensation on a prorated basis. The prorated holiday time-off shall be based upon the employee's assignment (total assigned hours per week) in relation to a full-time five day workweek assignment. Compensation paid to an employee in lieu of holiday time-off shall be at the employee's regular rate of pay.

EVALUATIONS

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

Classified employees shall receive at least one formal written performance rating on District-approved forms each year.

Probationary classified employees shall receive at least two formal written performance ratings on District-approved forms during the probationary period of employment. The performance ratings shall be conducted on or about the end of the third and fifth months of the probationary period.

SICK LEAVE

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

Classified employees employed by the District 40 hours per week with full pay for a fiscal year shall be entitled to 96 hours of leave of absence for illness or injury, exclusive of days they are not required to render service. Days and/or hours means the employee's regularly assigned workday, exclusive of overtime.

Classified employees employed less than 40 hours per week and/or less than a full fiscal year are entitled to that proportion of 96 hours leave of absence for illness or injury as the number of months and/or number of hours per week they are employed bear to a 40 hour per week 12 month assignment.

Classified employees who are employed on an hourly basis shall be entitled to one hour of sick leave for each 22 hours worked in a calendar month, or pro rata share thereof.

Classified employees who do not use the entire amount of earned sick leave in any school year shall have added to their credit annually the amount of unused sick leave and the same shall be accumulated from year to year.

The District may require written proof of illness from a licensed physician from an employee for any absence due to illness reasons. If the employee is a member of a religious denomination, which authorizes evidence of treatment and the need thereof by means of other than a physician, then such evidence shall be accepted in lieu of a physician's statement.

The District may require an employee absent for any illness or injury to submit a full and unlimited written medical release from a physician prior to being permitted to return to work. Such medical release must be from a physician treating the employee for the medical condition for which the employee has been of leave, and verify the date the employee is released to return to work and the employee's ability to perform all of the required duties of his/her same position without any restriction(s).

An employee, while on an unpaid leave-of-absence shall maintain any prior sick leave, which may have been accumulated, but shall not accumulate any additional sick leave during the period of such leave.

Accumulated sick leave shall be reinstated for permanent employees who terminate employment from the District and are re-employed within 39 months of last day in paid status.

If an employee does not take the full amount of sick leave allowed in any school year, the amount not taken shall be accumulated from year to year.

The District may require an employee who is absent for illness or injury to submit to medical examination(s) by a physician selected by the District. The District may also require such examination(s) if there is concern on the District's part about an employee's ability to perform the required duties of employment due to any illness or injury. Such examination(s) shall be at the District's expense.

Any classified employee who has been employed for a period of one calendar year or more and whose employment is terminated for reasons other than action initiated by the District for cause and who subsequently accepts employment with another district or county superintendent of schools within one year of such termination of his/her former employment, shall have transferred with him/her to the second community college district or county superintendent of schools the total amount of earned leave of absence for illness or injury to which he/she is entitled under Education Code Section 88191. This transfer shall be in the same manner as is provided for academic employees. In any case where an employee was terminated as a result of action initiated by the District for cause, such a transfer may be made if agreed to by the governing board of the district or the county superintendent of schools newly employing the employee.

MATERNITY LEAVE

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

Disability due to pregnancy will be treated as any other temporary disability under the District sick leave policies. Application for a personal leave-of-absence without pay must be made if an employee desires time off in addition to the disability period.

EXPIRATION OF EXTENDED ILLNESS LEAVE

When an employee is absent due to illness/injury exhausts all available paid leave and is not granted any unpaid leave by the District, he/she shall be terminated from employment and placed on a 39-month Reemployment List for the job classification from which he/she was terminated. Such termination and placement on the 39-month Reemployment List shall be in accordance with the provisions of Education Code Section 88192 for absence due to industrial accident or illness, and Education Code Section 88195 for absence due to non-industrial accident or illness.

CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PLAN

The purpose of this plan is to permit eligible participating employees with a catastrophic illness or injury to solicit donations of vacation and/or sick leave from fellow employees. The intent is to ensure that catastrophically ill or injured employees continue in paid status for the primary purpose of maintaining medical benefits during their recovery period. The secondary purpose is to enable the employees to remain in paid status.

I. DONEE REQUIREMENTS

1. Must exhaust all available accrued leave.
2. An employee need only to contribute a minimum of eight (8) hours to the LEAVE BANK to become a participating employee. Thereafter, an employee with verified catastrophic illness/injury may receive LEAVE BANK benefits.
3. Must be incapacitated/absent for an extended period of time.
 - a. The incapacity/absence must take place on regularly assigned time. In the case of faculty, summer session and overload assignment shall not be considered regularly assigned time. In the case of 10 or 11-month classified employees, only assigned time will be considered.
 - b. The incapacity/absence must be estimated by a physician to exceed one month of regularly assigned time.
4. In the event that LEAVE BANK benefits will not cover the period of estimated incapacity/absence, the LEAVE BANK beneficiary may use donated time in partial day increments to remain in at least 50% paid status to maintain District-paid health and welfare benefits. No matter how donated time is used, benefits from the plan may not exceed 12 months.
5. Must submit medical verification. The District may require additional medical verification from a physician selected by the District at District expense.

6. Must submit letter or form requesting LEAVE BANK benefits. An authorized person other than the donee may request donated leave.
7. Must use all donated leave within a twelve (12) consecutive month period following the donation. Leave time will be returned to the LEAVE BANK if the employee returns to work and has a reoccurrence of the same or related catastrophic illness or injury, after using any accrued vacation or sick leave, previously donated leave days may be used if the time remains available.
8. If no reoccurrence of the catastrophic illness or injury occurs within one (1) year of the date returned to work, the unused donated leave will revert to the District's LEAVE BANK.
9. Pledged donated leaves can be used only for the specified catastrophic illness or injury. A different catastrophic illness or injury must be handled as a separate or second incident.
10. As required in Education Code Section 87045, the District determines that the employee is unable to work due to the employee's catastrophic illness or injury.
11. Any employee who has suffered a catastrophic illness or injury and who has been absent for at least 30 continuous calendar days prior to the initiation of this plan (June 18, 1998), may be considered by the C.I.I. Committee for eligibility without meeting the requirements of Sections I.2 and II.1 of this plan.
12. EXCLUSIONS: Stress-related illness; elective surgery; normal pregnancy; worker's compensation claims; disabilities resulting from alcoholism or drug addiction unless the drugs are being administered by a physician; intentionally self-inflicted injuries; or illnesses such as colds, flu, allergies, headaches, etc.

II. DONATING EMPLOYEE REQUIREMENTS

1. Must donate a minimum of eight (8) hours initially, and in one-hour increments thereafter. May donate a maximum of forty (40) hours at any one call AND MUST retain no less than two hundred forty (240) hours of eligible leave on record. Faculty members may not donate summer session or overload sick leave. Classified members may not donate compensatory time.

2. If eligible for vacation time, employee may donate accumulated vacation time with no restrictions.
3. LEAVE DONATIONS ARE IRREVOCABLE! ONCE YOU DONATE, IT'S GONE FOREVER.
4. Any unused donated leave will revert to the District's LEAVE BANK for use by other catastrophically ill/injured employees who request and are approved to use leave from this bank.
5. Donated sick leave or vacation leave is charged on an hour-for-hour basis of the classification and/or salary of either the donee or the donor.

III. LEAVE BANK PROVISIONS

In addition to the conditions specified above, the following items apply specifically to LEAVE BANK requests:

1. The District will annually, or as needed, promote a call for donations for the LEAVE BANK.
2. Unused donated leave reverting to the LEAVE BANK and/or leave specifically donated to the LEAVE BANK makes up the LEAVE BANK.
3. Requests for leave are subject to LEAVE BANK availability. The District is not responsible for filling requests for the LEAVE BANK if leave is not available.
4. It is the responsibility of the employee or authorized person making the request to submit sufficient information or explanations to the C.I.I. Committee for approval. Insufficient information on a request will be grounds for denial.
5. Requests for use of the LEAVE BANK are to be directly submitted to the Director of Human Resources. The Director of Human Resources will review and verify the request and certify the eligibility of the employee. The Director of Human Resources will provide the C.I.I. Committee with appropriate information. The Committee will review the leave request but will not be told the name of the person making the request. Confidentiality will be upheld, and all efforts will be made to

ensure the privacy of the employee making the leave request. The C.I.I. Committee will determine the result for leave requests.

6. The Payroll Department, Business Services, will administer the transfer of leave and verification of balances in the LEAVE BANK.

CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PLAN
GLOSSARY OF TERMS

CATASTROPHIC ILLNESS/INJURY	As defined in Education Code Section 87045, a catastrophic illness or injury is one that is "expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off." Examples include but are not limited to the following: life-threatening injury or illness; cancer; AIDS; heart surgery; stroke; etc.
C.I.I. COMMITTEE	The Catastrophic Illness/Injury Committee is comprised of representatives from the following: ACCME (1), CSEA (1), and Faculty Salary Committee (1), and is chaired by the Director of Human Resources as a non-voting member.
CALL FOR DONATIONS	The District may solicit requests for donations for either "individual" or LEAVE BANK requests.
DONEE	This plan is intended to provide catastrophic injury or illness leave benefits to: • Participating members of Cerritos College Officers; • Participating members of the Association of Cerritos college Management Employees (ACCME) employee group; • Participating members of the full-time faculty; • Participating members of the California Schools Employees' Association (CSEA), Chapter #161 bargaining unit;

- Participating members of the confidential employee group;
- Participating members of the regular classified hourly (non-bargaining unit); and
- Participating members of the regular child development center teachers.

DONATING EMPLOYEE

Donations of leave will be accepted from the following:

- Members of Cerritos College Officers;
- Members of the Association of Cerritos College Management Employees (ACCME) employee group;
- Members of the full-time faculty;
- Members of the California Schools Employees' Association (CSEA), Chapter #161 bargaining unit;
- Members of the confidential employee group;
- Members of the regular classified hourly (non-bargaining unit); and
- Members of the regular child development center teachers.

EXTENT OF COVERAGE

This plan is designed to cover an eligible participating employee who has a catastrophic injury or illness for his/her regularly assigned time only. (§ 1.3.a)

GRIEVANCES

Nothing in this plan is subject to grievance.

INDIVIDUAL REQUESTS

Employees meeting the conditions of this plan may request donations from the general employee population.

IRREVOCABILITY

Once leave is donated, the donor cannot retrieve any portion of the donated leave.

LEAVE

Eligible vacation or sick leave accrued to the donating employee. In the case of management and classified employees, this includes all accrued vacation and sick leave. In the case of faculty, this includes regular sick leave and excludes summer session and

overload sick leave. A donating employee must retain no less than thirty (30) days or two-hundred forty (240) hours of eligible leave on record in order to donate.

LEAVE BANK

Unused donated leave, or leave specifically donated to a general account. The LEAVE BANK permits those employees who do not wish to request "individual" donations to do so privately and anonymously.

LENGTH OF BENEFIT

Per Education Code Section 87045, all donated leave is available for use for a maximum of twelve (12) consecutive months.

MEDICAL DETERMINATION

Education Code Section 87045 requires medical verification from a physician of the catastrophic illness or injury.

MEDICAL VERIFICATION

Education Code Section 87045 requires that the District determine that the employee is unable to work due to a catastrophic illness or injury.

PARTICIPATING MEMBER

In order to become a participating member of the Catastrophic Injury/Illness Plan, an eligible employee need only donate eight (8) hours of leave. (§ 1.2)

REQUEST

Education Code Section 87045 specifies that an employee who is suffering from a catastrophic illness or injury as defined above must request that eligible vacation or sick leave be donated. Donations cannot be accepted or approved without this request.

Employees should contact the college Human Resources office (Extension 2284) for additional information and/or forms/procedures for donating to the Catastrophic Illness/Injury Leave Bank.

VACATION

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

(NOT APPLICABLE TO MANAGEMENT EMPLOYEES.)

Classified employees shall, except as hereinafter provided, earn vacation leave without loss of pay, exclusive of holidays listed, in the amount of eight (8) hours for each calendar month's service. Employees who have been employed by the District for more than four (4) years shall earn eight (8) additional hours of vacation leave per year for each additional full year of service in the District to a maximum of 168 hours of vacation leave earned per year.

Classified employees employed continuously from September 1 to July 1 shall be credited with that period as a full year of service for vacation leave earning purposes. In order to qualify for a year of service an employee shall be in paid status for at least 75% of the workdays for his/her regular annual assignment.

Classified employees who are employed on a monthly salary for a fractional portion of each working day shall be entitled to vacation benefits in proportion to the time employed.

Classified employees who are employed on an hourly basis shall earn one (1) hour of vacation time for each 22 hours worked in a calendar month, or pro rata share thereof.

Earned vacation leave shall not accumulate beyond twice the annual vacation leave earned by an employee. Classified employees must request in advance to take vacation leave that is anticipated to accumulate beyond the allowed maximum leave. If the request is not approved by the District because of District needs, the employee will be paid for the excess earned vacation leave.

Vacation leave must be taken in such a way that there shall be no interference with necessary duties attendant upon the opening or closing of school terms or other District needs and with prior approval of the immediate manager.

Classified employees assigned to work less than 12 calendar months per year must take vacation leave during the period of assigned employment.

Classified employees may be permitted to interrupt or terminate vacation leave in order to utilize only the following leaves of absence under District policies: Bereavement Leave, Jury Duty Leave, Sick Leave (as limited herein) and serious illness of a member of the employee's immediate family qualifying for personal necessity leave. Vacation leave may be interrupted or terminated to utilize sick leave only in the case of serious illness or injury. In the event the employee requests an interruption or termination of vacation leave, the employee shall notify his/her immediate manager and provide written information supporting the request for such interruption or termination of vacation leave. The days on other leaves of absence, as specified herein, shall be utilized in lieu of the vacation leave and shall not extend the vacation period beyond the last day of vacation previously approved by the immediate manager.

Any accumulated vacation leave that has not been used by an employee at the time of separation from employment with the District shall be paid to the employee at his/her regular salary rate in effect at the time of termination of employment.

PERSONAL NECESSITY LEAVE

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

Leave-of-absence for personal necessity shall be granted to eligible employees.

A maximum of seven days (or 56 hours) of leave-of-absence for illness or injury earned pursuant to Education Code Section 88191 may be used by an employee in any one school year, with advanced approval of his/her immediate manager, in cases of personal necessity, including any of the following:

- a) Death of member of his/her immediate family. The definition of immediate family as stated in Board Policy is applicable to this section.
- b) An accident involving the employee's person or property, or the person or property of a member of the employee's immediate family. The immediate family as stated in Board Policy is applicable in this section.
- c) An appearance of the employee in court as a litigant other than a suit against the District. An appearance of the employee as a witness other than as a witness called by a party adverse to the District, whether pursuant to subpoena or not. The employee is expected to return to work in cases in which he/she is not required to be absent the entire day.
- d) In cases of personal necessity in which the employee cannot reasonably be expected to disregard the situation or in which the necessity cannot be resolved outside the employee's assigned working hours; necessities included under this section may be:
 - 1. Illness of a member of the immediate family.
 - 2. Birth of the employee's child.
 - 3. Imminent danger to the home of the employee.
 - 4. Personal business.

Payment for such absences shall be made upon reasonable verification by the employee that the absence was due to a personal necessity as defined in this policy as requested by the District. Employees shall be required to complete appropriate District leave verification forms to request personal necessity leave.

In case the absence is due to subpoena or an official order, the employee must provide verification from a certified clerk or authorized officer of a court or other governmental jurisdiction. Such leave may be taken in minimum increments of one-half day.

Personal necessity leave will **not** be approved for any of the following:

- a) political activities or demonstrations;
- b) vacation, recreation, or social activities;
- c) civic or other organization activities;
- d) employee association activities;
- e) routine personal activities;
- f) occupational investigation.

INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

After six months of employment in the District, all classified employees shall be entitled to 60 working days of industrial accident or illness leave arising out of and in the course of employment with the District in any one fiscal year for the same accident or illness, commencing on the first day of absence.

Allowable leave shall not be accumulated from year to year, except that when an industrial accident or illness occurs at a time when the full 60 working days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same injury or illness.

Any employee who is absent because of injury or illness which arose out of and in the course of his/her employment and for which he/she is receiving temporary disability benefits under the Workers' Compensation laws of the State of California, shall not be entitled to receive wages or salary from the District which, when added to the temporary disability benefits, will exceed a full day's wages or salary. During such periods of temporary disability, sick leave, vacation or other available paid leave, used in conjunction with temporary disability benefits derived from Workers' Compensation, shall be reduced only in the amount necessary to provide a full day's wages or salary when added to the temporary disability benefits. Available leave benefits, less retirement or other authorized deductions, will be paid by the District.

Any employee receiving benefits from industrial accident or illness leave shall, during periods of injury or illness, remain within the State of California, unless the Board of Trustees authorizes travel outside of the state.

The industrial accident or illness leave-of-absence is to be used in lieu of regular accumulated sick leave benefits. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave, vacation or other paid leave shall be used. If the employee continues to receive temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of leave under this policy, he/she shall be entitled to use, on a prorated basis, his/her accumulated available sick leave, accumulated compensatory time

or other available leave, which when added to the Workers' Compensation award provides for a full day's pay at the regular rate of pay. During all paid leaves of absence whether industrial accident or illness leave, sick leave, vacation, compensatory time or other available leave, the District shall issue the employee appropriate salary warrants for payment of the employee's regular salary and shall deduct normal retirement and other authorized contributions.

An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from a physician stating that the employee is medically able to return to work and assume the essential duties of his/her position with reasonable accommodations. The District, at its sole discretion and at District expense, may require an employee returning from an industrial injury or illness to be examined by a District designated physician. Any time an employee on industrial accident or illness leave is able to return to work, the employee may be reinstated in a position in the same class without loss of status or benefits.

An employee who has been medically released by a physician designated by the District and fails to return to a position in the same class may be terminated.

When all available leaves-of-absence have been exhausted and, if the employee is not medically able to assume the essential duties of his/her position with reasonable accommodations, he/she shall, if not placed in another position, be terminated and placed on a reemployment list for a period of 39 months. During the 39-month period, if the former employee obtains a medical release to perform the essential duties of his/her former classification, he/she shall notify the District in writing of his/her availability to return to service and include such medical release. If the medical release is accepted by the District, the former employee shall be employed in a vacant position in the classification of his/her previous assignment over other available candidates and in accordance with his/her seniority.

An employee who has been placed on a reemployment list and has notified the District of availability to return to service which includes an acceptable medical release for return to duty, and subsequently fails to accept and/or report for an appropriate assignment, shall have waived any further re-employment rights with the District.

Note: *The period within which an employee may commence proceeding for the collection of workers' compensation benefits is one year from the date of injury or one year after the date of last payment, treatment or other benefit received by the employee.*

LEAVE FOR DEATH IN FAMILY

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

All employees shall be granted necessary leave-of-absence from duty with full pay for death in the employee's immediate family. Such leave shall not exceed three working days (school holidays excluded) except if 200 miles one-way travel from campus is required in which case five working days will be granted.

JURY DUTY

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

Any employee serving in a position not requiring certification qualifications shall be granted a leave-of-absence when regularly called for jury duty in the manner provided for by law. The employee shall be granted such leave with pay up to the amount of the difference between the employee's regular earnings and any amount received as juror's fees.

LEAVE OF ABSENCE WITHOUT PAY (PERSONAL REASONS)
(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE
COLLECTIVE BARGAINING AGREEMENT.)

Leaves-of-absence without pay for personal reasons up to and including five workdays may be allowed upon the approval of the employee's immediate manager and appropriate Vice President or President/ Superintendent.

Leaves-of-absence without pay for personal reasons, which are greater than five workdays are subject to the approval of the Board of Trustees. The length of the leave is subject to the approval of the Board Trustees, but shall not exceed one calendar year. Applications for extensions for unusual situations for up to a one calendar year period may be requested for consideration by the Board of Trustees.

Employees requesting leaves-of-absence without pay for personal reasons must provide the District the reason for such leave.

If an employee is granted a leave-of-absence without pay for greater than one calendar month, the District will not pay the premiums for District-paid health and welfare benefits. The benefits, however, continue until the end of the calendar month in which the employee last rendered time in a paid status. Upon return to paid status the employee qualifies for reinstatement to District-paid health and welfare benefit programs in accordance with eligibility rules for new employees.

The employee, if he/she desires to be covered by his/her group health and welfare benefit plans, may pay the premiums monthly thereafter until he/she has returned to service in a paid status.

The District shall not pay an employee's District-paid health and welfare benefits during leaves of absence without pay that are for medical reasons. The District will require the employee to provide proof of illness or injury for such leave as prescribed in the District's General Sick Leave policies.

FAMILY AND MEDICAL LEAVE (UNPAID)

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

The District will grant unpaid family and medical leave to eligible employees in accordance with the provisions of and regulations governing the Federal Family and Medical Leave Act of 1993 (Public Law 103.3).

The District will grant up to 12 weeks of unpaid family and medical leave with continuation of existing District-paid health and welfare benefits to eligible employees for the birth, adoption, or foster care placement of a child with the employee, or for care of the employee, employee's child, spouse, or parent with a serious health condition. Except for disability leave on account of pregnancy, childbirth or related medical conditions, family or medical leave under this policy will run concurrent with any paid leave for which the employee is eligible including sick leave and accrued vacation. Employees are required to provide 30 days advance written notice if the need for unpaid family leave is foreseeable. Any family leave request will be processed in accordance with the applicable provisions of state and federal law.

MILITARY LEAVE

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

The District shall grant a temporary military leave of absence to employees who are members of reserve military units and the National Guard who are ordered to active military duty in accordance with the provisions of Sections 389 and 395 of the Military and Veterans Code. Employees must complete appropriate District leave verification forms and submit proof of eligibility (copy of military orders, etc.) to request this leave benefit.

UNAUTHORIZED LEAVE/ABANDONMENT OF POSITION

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

An employee who is absent from work other than time absent from duty as authorized by the District is considered on an unauthorized leave, which constitutes a breach of the employment relationship.

An employee on an unauthorized leave will be notified in writing by the District of the breach of the employment relationship.

The District will deduct an appropriate amount from the employee's salary for all time absent from duty on unauthorized leave and the employee shall be so notified in writing. The employee will also have District-paid health and welfare benefits terminated on the last day of the month in which the unauthorized leave of absence occurs.

An employee who is absent on unauthorized leave for a period of five or more consecutive working days of his/her assignment is considered to have abandoned his/her position.

An employee who abandons his/her position shall be subject to disciplinary action including but not limited to suspension, demotion, and/or dismissal from employment as deemed appropriate by the District.

PHYSICAL EXAMINATION

When any concern arises about whether an employee can perform the essential duties of his/her position, the immediate supervisor, in consultation with Human Resources, may require the employee to undergo a medical examination by a licensed physician designated by the District. In such case, the District will pay for the examination.

PERSONNEL RECORDS

Personnel files shall be maintained in confidence and shall be available for inspection only to appropriate management or other designated employees of the District when such is actually necessary in the proper administration of the District's affairs or the supervision of the employee. All documents concerning employees and established as official District personnel files shall be maintained by the District's Human Resources office.

Ratings, reports, or records, which were obtained prior to the employment of the individuals, or were prepared by identifiable selection committee members or were obtained in connection with a promotional examination, shall not be included in personnel files.

Employees shall have the right to review their personnel files, provided that such reviews are made at times when such persons are not actually required to render services to the District. Employees may also authorize other individuals to review their personnel files provided such authorizations are made in writing and signed by such employees.

Management employees shall also have a right to review the personnel files of employees under their supervision.

Reviews of personnel files shall take place in the presence of and under the supervision of authorized representatives of the District Human Resources office. Documents may not be removed from personnel files. Employees may request copies of documents reproduced for personal use at the employee's expense.

The President/Superintendent or appropriate Vice President shall be responsible for development and implementation of procedures for placement of materials in employees' personnel files. All materials to be placed in personnel files shall be submitted through the appropriate Vice President (or designee) for review and placement in District personnel files. The appropriate Vice President (or designee) shall determine whether or not materials submitted for placement in personnel files are derogatory in nature.

Employees shall be notified in writing of placement of any derogatory material in their personnel files and shall also receive a copy of such material. Employees shall be notified of their right to comment in writing on any such derogatory material. Employees must submit written comments to the Human Resources office not later than ten (10) working days after receipt of a copy of such material. Such comments shall be attached to the material and placed in their personnel files. Comments not received within the ten (10) day period will not be placed in the personnel file.

Copies of personnel records may be released if legally required under subpoena; however, the District will require reimbursement of reasonable costs for such service.

WORKERS' COMPENSATION

Report of Injury/Illness

All employees injured on the job or suffering an illness caused by the job are covered by the Cerritos Community College District. It is required that employees report all industrial accidents/illnesses to the Vice President of Business Services/Assistant Superintendent's Office on a Supervisor's Report of Employee Injury form.

Employees are directed to contact their immediate manager for specific instructions regarding the reporting of industrial accidents/illnesses. Questions may also be directed to the Vice President of Business Services/Assistant Superintendent's Office.

The period within which an employee may commence proceeding for the collection of workers' compensation benefits is one year from the date of injury or one year after the date of last payment, treatment or other benefit received by the employee.

Absence Due to Industrial Accident/Illness

Any employee who is absent because of injury or illness which arose out of and in the course of his/her employment and for which he/she is receiving temporary disability benefits under Workers' Compensation laws of the State of California, shall not be entitled to receive wages or salary from the District which, when added to the temporary disability benefits, will exceed a full day's wages or salary. During such periods of temporary disability, sick leave, vacation or other available paid leave, used in conjunction with temporary disability benefits derived from Workers' Compensation, shall be reduced only in the amount necessary to provide a full day's wages or salary when added to the temporary disability benefits. Available leave benefits, less retirement or other authorized deductions, will be paid by the District. Said paid leave shall not exceed sixty (60) days.

CLASSIFIED EMPLOYEE SENIORITY

Classified employee seniority shall be determined based upon length of service in a particular classification plus higher classes.

Length of service prior to July 1971, shall be determined by the years of service prior to that date.

Length of service on or after July 1, 1971, shall be determined by the total number hours in paid status, exclusive of any periods of unpaid leaves of absence or overtime. Hours in paid status during the summer or recess periods shall be credited toward length of service if the employee works within his/her regular classification or in the event of a change in classification, the employee works within his/her new regular classification. Hours in paid status resulting from substitute or temporary assignments during an employee's unassigned period shall not be credited toward seniority.

"Hours of paid status" shall not include any service performed prior to entering into a probationary or permanent status in the classified service of the District.

The President /Superintendent (or designee) shall establish procedures to develop, maintain, and publish classified employee seniority lists.

CLASSIFICATION REVIEW/RANGE ADJUSTMENT POLICY FOR CLASSIFIED POSITIONS

(NOT APPLICABLE TO MANAGEMENT OR CONFIDENTIAL EMPLOYEES)

Classified positions may be subject to reclassification due to a gradual accretion of different duties/responsibilities by an employee over a considerable period of time. The basis for reclassification shall not include a sudden and significant change in the duties of a position such as by reorganization or other immediate need to assign substantially new duties/responsibilities to a position.

Classified positions may be subject to salary range adjustment due to salary level disparity in relation to comparable level classifications within the District, surrounding community college districts, and/or other agencies as deemed appropriate.

The District shall provide a process for Classification Review/Range Adjustment for classified positions. Requests for Classification Review/Range Adjustment may be initiated by the employee, the immediate manager, or both.

The President/Superintendent is authorized to develop and maintain procedures necessary for the implementation of this policy.

Copies of the Procedures and forms for Request for Classification Review/Range Adjustment may be obtained from the college Human Resources office.

ABOLISHMENT/ESTABLISHMENT OF CLASSIFIED POSITIONS

The District shall abolish and/or establish classified positions in accordance with District needs as determined and approved by the Board of Trustees.

The criteria for the abolishment of a position shall be either of the following: abolishment due to a reduction in force because of a lack of work and/or a lack of funds whether or not a position is vacant, or abolishment due to a need for a sudden and significant change in the duties/responsibilities of a position which requires the establishment of a new position to meet such needs as determined by the District.

The criteria for establishment of a new position shall be either of the following: establishment of a position to meet new and/or additional workforce needs as determined by the District, or establishment of a position to meet the needs required for a new position to replace the abolishment of an existing position due to a sudden and significant change in duties/responsibilities.

Abolishment of positions that are not vacant shall require that incumbent employees be provided appropriate notice of lay off including reassignment rights (if any) and/or reemployment rights in accordance with the provisions of the Education Code and District Policy.

New positions established by the District shall be filled through District policies/procedures for recruitment selection/employment, reassignment or reemployment rights of existing or former employees in accordance with seniority and/or reemployment provisions pursuant to the Education Code, or established lateral transfer procedures.

QUARANTINE

All employees may receive salary in full when quarantined by city or county health officials because of another's illness in accordance with the provisions of Education Code Section 88199.

OUTSIDE EMPLOYMENT

Outside employment shall not in any way interfere with an employee's ability to fully carry out his/her assignment with the District.

SEXUAL HARASSMENT

It is the policy of the Cerritos Community College District to provide an educational, employment and business environment free of unwelcome sexual advances, requests or offers for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, as defined and otherwise prohibited by federal and state statutes.

The President/Superintendent shall provide regulations and procedures for implementation of this policy and such regulations and procedures shall be included as part of the District's Affirmative Action/Staff Diversity Program.

It shall be a violation of this policy for anyone who is authorized to recommend or take personnel or academic actions affecting an employee or student, or who is otherwise authorized to transact business or perform other acts or services on behalf of the Cerritos Community College District, to engage in sexual harassment as defined below.

Sexual harassment occurs when unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature takes place and:

1. is made explicitly or implicitly a term or condition of an individual's educational status or employment; or
2. is used as a basis for educational or employment decisions affecting such individual; or
3. has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive educational or working environment; or
4. is used as the basis for any decision affecting the individual regarding benefits and services, and honors, programs, or activities available at or through the District.

For the purpose of further clarification, sexual harassment includes but is not limited to:

1. Making written, verbal, physical and/or visual contact with sexual overtones: (Written examples include but are not limited to: suggestive or obscene letters, notes, invitations. Verbal examples include but are not limited to: derogatory comments, slurs, jokes, epithets and/or

promulgating sexual rumors. Physical examples include but are not limited to: assault, touching, impeding or blocking movement. Visual examples include but are not limited to: leering, gestures, or display of sexually suggestive objects, pictures, cartoons or posters.)

2. Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction is not considered sexual harassment.)
3. Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response. For example, within the work environment -- either implying or actually withholding support for an appointment, or promotion, or change of assignment; suggesting a poor performance report will be prepared, or suggesting probation will be failed. For example, within the educational environment -- either implying or actually withholding grades earned or deserved; suggesting a poor performance evaluation will be prepared; or suggesting a scholarship recommendation or college application will be denied.
4. Within the work environment, engaging in implicit or explicit coercive sexual behavior which is used to control, influence, or affect the career, salary, and/or work environment of another employee. Within the educational environment, engaging in implicit or explicit coercive sexual behavior, which is used to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
5. Offering favors, educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc. in exchange for sexual favors.

It shall also be a violation of this policy for any employee to sexually harass another employee.

Formal complaints under this policy shall be processed through the District's Investigation and Resolution of Complaints of Unlawful Discrimination procedure through the Affirmative Action/Staff Diversity Officer and the President/ Superintendent.

DISCIPLINE

No employee in the classified service shall be disciplined because of his/her political or religious opinions or affiliations, or race, color, sex, age, national origin, ancestry, marital status or other category prohibited by law.

The Board of Trustees retains broad discretionary powers in the matters of imposition of disciplinary actions on classified employees. A permanent classified employee of the District shall be accorded rights to due process in relation to disciplinary actions.

Disciplinary Action for Cause

At any time prior to the expiration of the probationary period, the Board of Trustees may, at its sole discretion, dismiss a probationary classified employee from District employment without cause. A probationary classified employee shall not be entitled to an appeal or to a hearing.

A permanent classified employee shall be subject to disciplinary action for cause including but not limited to demotion, suspension or dismissal from employment. The term "cause" shall include, but shall not be limited to the following:

1. Incompetency or inefficiency in the performance of the duties of the position held.
2. Insubordination (including, but not limited to, refusal to do assigned work), or insolence or disrespect toward authority.
3. Carelessness or negligence in the performance of duty or in the care or use of District property.
4. Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public.
5. Dishonesty.
6. Possession, consumption, or being under the influence of alcoholic beverages or intoxicants while on duty.
7. Unauthorized use or possession during working time of any illegal drugs or controlled substances or prescription drugs for

which an employee does not have a valid, current prescription issued to him/her.

8. Personal conduct unbecoming an employee of the District, whether or not such conduct amounts to a crime.
9. Conviction of a felony or of any crime involving moral turpitude, or any crime bringing discredit upon the District.
10. Conviction of a sex offense as defined in Education Code Section 87010.
11. Absence and/or repeated tardiness without authority or sufficient reason.
12. Excessive absenteeism and/or tardiness regardless of reason.
13. Abuse of leave privileges.
14. Violation of the Oath of Allegiance, or falsification or omission of any information supplied or required to be supplied to the college district, including, but not limited to, information supplied on applications forms, employment records, or any other college district records.
15. Violation or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of community colleges by the Board of Governors or by the governing board of the college district.
16. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
17. Willful refusal to follow the lawful directives of the employee's supervisor or other supervisory or managerial directives.
18. Willful failure of good conduct tending to injure the public service.

19. Abandonment of position, by being absent without authorization for five (5) or more days.
20. Immoral conduct.
21. Evident unfitness for service.
22. Conduct in violation of Education Code Section 88122 (membership of the Communist Party).
23. Failure to pay bills, resulting in frequent contacts by creditors with the District, to the extent that discipline for such conduct is not prohibited by law.
24. Engaging in political activities during assigned hours of duty.
25. Inability to meet requirement of job description, including but not limited to, possession of licenses, etc.
26. Any conduct that threatens or tends to threaten the welfare and/or the property of the students or employees of the District, including the employee(s) involved in the conduct.

Notice to Employee

The District shall give notice to any permanent employee subject to dismissal from employment prior to taking the disciplinary action. The notice shall be in writing, and shall contain the following information:

- A. The specific charge(s) against the employee, including a description of the conduct giving rise to the charge(s) and the specific cause(s) for discipline in accordance with Board Policy.
- B. The date, time, and place at which a pre-disciplinary administrative review meeting will be conducted. The meeting shall be conducted not less than five days and not more than ten days after the date of service of notice to the employee.
- C. A statement informing the employee that failure to appear at the pre-disciplinary administrative review meeting will result in his/her waiver of the right to such a review.

Pre-Disciplinary Administrative Review

The pre-disciplinary administrative review shall be before the District President/Superintendent or designee, and shall constitute the administrative review required by these policies. The administrative review shall be convened at a time designated by the District. The employee may elect to be represented by the recognized employee association, outside counsel, or the employee may elect to represent himself/herself. The administrative review meeting shall be informal, and the employee shall have the opportunity to present to the President/Superintendent or designee any relevant evidence in the form of a narrative presentation or documents relative to the disciplinary action of which the employee received notice. Following the administrative review meeting, the President/Superintendent or designee shall decide whether the disciplinary action shall be imposed, and if not, whether lesser disciplinary action shall be imposed.

Notice of Disciplinary Action/Demand for Hearing

Any permanent employee against whom disciplinary action is initiated by the District shall be given written notice by the President/ Superintendent or designee. Such notice shall indicate the nature of the disciplinary action, the cause(s) for such action, and the specific charges(s) against the employee. If the disciplinary action is suspension, demotion and/or dismissal from employment, the notice shall contain a statement of his/her right to a hearing on such charges, the time within which such hearing may be requested (which shall not be less than five workdays after service of the notice on the employee) and said notice shall be accompanied by a card or paper, the signing and the filing of which with the President/Superintendent or his/her authorized representative shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

At any time before an employee's appeal is submitted to the Board of Trustees or to a Hearing Officer for decision, the District may serve on the employee and file with the Board or the Hearing Officer an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense thereto. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes

or allegations may be made orally at the hearing and should be noted on the record.

Conduct of Hearing

Hearing Officer -- The Board of Trustees shall appoint a Hearing Officer to hear the matter unless the Board of Trustees determines to hear the matter.

Notice of Hearing -- The President/Superintendent or designee shall set the matter for hearing and shall give the employee at least five workdays' notice in writing of the date, time, and the place of such hearing.

Rights of Employee -- The employee shall attend the hearing, and shall be entitled to:

1. Be represented by counsel or any other person at such hearing;
2. Testify under oath;
3. Compel the attendance of other employees of the District to testify in his/her behalf;
4. Cross-examine all witnesses appearing against him/her and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Officer or the Board;
5. Impeach any witness;
6. Present such evidence as the Hearing Officer or the Board deems pertinent to the inquiry;
7. Argue his/her case.

The District shall be entitled to the same rights.

Evidence -- The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such

evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

Exclusion of Witness -- The Hearing Officer or Board may, in its/his/her discretion, exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

Burden of Proof -- The burden of proof shall be upon the party attempting to substantiate the charge(s).

Findings and Decision -- Upon completion of the hearing, written Findings of Fact and Conclusions of Law shall be signed and filed by the Hearing Officer with the Board of Trustees and shall constitute his/her decision. If the case is heard by the Board of Trustees, it shall prepare written Findings of Fact and Conclusions of Law.

The Board of Trustees may accept, reject, or modify the decision of a Hearing Officer. Final decision regarding disciplinary matters rests with the Board of Trustees.

Unless the decision by the Board of Trustees provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee or his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive.

Report of Hearing -- Hearings shall be recorded by use of a stenographic reporter or electronic recording machine.

Transcripts of Hearings -- Transcripts of hearing shall be furnished to any party involved in the disciplinary action on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the Vice President of Business Services/Assistant Superintendent. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

Continuances -- The Board of Trustees or a Hearing Officer may grant a continuance of any hearing upon such terms and conditions as it may deem proper.

Emergency Suspension

If an employee's presence on District facilities creates or has the potential of creating a danger or threat to the District's property or to the safety or health of students or employees, including the employee at issue, the District may immediately suspend without pay any employee for a period not to exceed 30 full days pending an investigation of the situation. After the investigation of the employee's conduct in creating an emergency situation the information obtained may be used as the basis, in whole or in part, for disciplinary action as provided in the policy.

CONFLICT OF INTEREST

The following Policy pertains to all officers and employees of the Cerritos Community College District including the District's Board of Trustees. This policy is in addition to the District's Conflict of Interest Code which already pertains to the District's Board of Trustees and certain designated employees.

A. *Conflicts of Interest are prohibited*

No officer, employee, or member of the Board of Trustees of the Cerritos Community College District shall make, participate in making, or in any way attempt to influence a decision of the Cerritos Community College District in which he or she knows or has reason to know will have financial effect, distinguishable from its effect on the public generally, or the officer or employee or his/her "immediate family." Immediate family shall mean spouse and dependent children of an officer, employee, or trustee of the District (Government Code 82029).

1. Any business entity in which the officer, employee or immediate family has an investment;
2. Any business entity in which the officer, employee or immediate family is a director, officer, partner, trustee, employee, or holds any position of management; or,
3. Any real property in which the officer, employee or immediate family has direct or indirect interest.

B. *Penalties*

Any officer or employee who shall make, participate in making, or in any way attempt to use his or her relationship with the Cerritos Community College District to influence a decision of the Cerritos Community College District in which he/she knows or has reason to know he/she has prohibited financial interest shall be subject to discipline, including up to dismissal.

C. *Academic Decisions*

In the area of academic decisions, the Fair Political Practices Commission has established certain specific exemptions from conflict of interest provisions, which are applicable to the Cerritos Community College District. Academic decisions with respect to textbook utilization and other educational material are also subject to the District's written guidelines for textbooks, which appear in the Faculty Handbook. The regulations for academic decisions adopted by the California Fair Political Practices Commission, at Title 2 Code of Administrative Regulations, Section 18705, provide as follows:

Section 18705. Academic Decisions.

“(a) Except as provided in subsection (b), neither disclosure of financial interests nor disqualification is required under Government Code Section 87100, 87302, or any Conflict of Interest Code, in connection with:

“(1) Teaching decisions, including selection by a teacher of books or other educational materials for use within his/her own school or institution, other decisions incidental to teaching;

“(2) Decisions made by a person who has teaching or research responsibilities at an institution of higher education to pursue personally a course of academic study or research, to apply for funds to finance such a project, to allocate financial and material resources for such academic study or research, and all decisions relating to the manner or methodology with which such study or research will be conducted. Provided, however, that the provisions of this subsection (2) shall not apply with respect to any decision made by the person in the exercise of institution- or campus-wide administrative responsibilities respecting the approval or review of any phase of academic research or study conducted at the institution or campus.

“(b) Disclosure shall be required under Government Code Section 87302 or any Conflict of Interest Code in connection

with a decision made by a person or persons at an institution of higher education with principal responsibility for a research project to undertake such research, if it is to be funded or supported, in whole or in part, by a contract or grant (or other funds earmarked by the donor for a specific research project or for a specific researcher) from a nongovernmental entity, but disqualification may not be required under Government Code Sections 87100, 87302 or any Conflict of Interest Code in connection with any such decision if the decision is substantively reviewed by an independent committee established within the institution.”

D. *Distribution of this Policy*

Copies of this policy shall be distributed by the Human Resources office to all current and future officers, employees, and members of the Board of Trustees.

DRUG-FREE WORKPLACE/CAMPUS

The possession, purchase, use, sale or being under the influence of intoxicants or narcotics in or about District buildings or on the College campus by an employee is strictly prohibited. Any employee violating this policy may be subject to disciplinary action including but not limited to dismissal from employment.

It is the policy of Cerritos College to implement the provisions of the Drug-Free Schools and Communities Act Amendments of 1989. Cerritos College strives to maintain a drug-free workplace/campus for its students and employees. The unlawful manufacture, distribution, possession, dispensation, use of illicit drugs and/or alcohol by students and employees on its property or a part of its activities is prohibited.

(Section 22: The Drug-Free Schools and Communities Act Amendment of 1989 [Public Law 101-226] [20 United States Code Section 1145g])

Definition of Terms

- a) The term “drug-free workplace” means a site(s) for the performance of work in connection with a specific grant described in Section 702 of Title 41 of the United States Code, at which employees of such entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance and/or alcohol in accordance with the requirements of the Act.
- b) The term “campus/properties” means a site(s) used for the purpose of education and/or related District activities.
- c) The term “employee” means the employee directly engaged in the performance of work pursuant to the provisions of a federal grant described in Title 41 of the United States Code Section 702.
- d) The term “student” means a person who has been admitted to the college and is enrolled in classes.
- e) The term “controlled substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act.
- f) The term “conviction” means a finding of guilt (including a plea of “nolo contendere”) or imposition of sentence, or both, by any judicial

body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

- g) The term “criminal drug statute” means a criminal statute involving manufacture, distribution, dispensation, use or possession of any controlled substance.
- h) The term “grantee” means the department, division or other unit of the employer responsible for the performance under the Federal grant.
- i) The term “Federal agency” means an agency as that term is defined in Section 552(f) of Title 5, United States Code.

The District shall publish a statement notifying the employees and students covered by this policy that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance and/or alcohol is prohibited in the grantee’s workplace/campus. Violation of this prohibition will constitute just cause for discipline. Discipline will be administered progressively. Each employee and/or student covered by this policy shall be given a copy of this statement.

The District may establish and maintain drug counseling, rehabilitation, and employee assistance programs for the benefit of employees covered by this Policy.

The District shall provide a drug-free awareness program to inform employees and/or students covered by this Policy about the dangers of drug abuse in the workplace; the District’s policy of maintaining a drug-free workplace/campus; available drug and/or alcohol counseling, rehabilitation and assistance programs; and the penalties that may be imposed upon employees and/or students by this Policy for drug abuse and/or alcohol violations occurring in the workplace/campus.

As a condition of employment, the employees covered by this Policy shall notify the Director of Human Resources of any criminal drug statute conviction for a violation occurring on District property or while conducting District business off District properties no later than five (5) days after such conviction.

The District shall notify the Federal agency within ten (10) days after receiving actual notice of conviction described in the paragraph immediately above.

The District shall take one of the following actions within 30 days of receiving notice with respect to any employee/student who is convicted:

- a) Students may be referred and employees may be required to participate satisfactorily in a Substance Abuse Program (EAP) respectively; or
- b) Disciplinary action in accordance with applicable District policy up to and including dismissal or expulsion under applicable District policies.

The District shall make a good faith effort to continue to maintain a drug-free workplace/campus through implementation of this Policy.

SEXUAL ASSAULT AND ACQUAINTANCE RAPE

Cerritos College is committed to providing a safe and secure environment for all members of the campus community. The Sexual Assault and Acquaintance Rape policy is in accordance with Assembly Bill 3098 and Section 201, Public Law 101-542 as amended by Public Law 102-26. Sexual assault and acquaintance rape are crimes and will be treated as such. Students and employees who become victims of sexual assault or acquaintance rape are encouraged to report the crime immediately to the Campus Police. The college is dedicated to providing prompt and compassionate services to all crime victims. In the event of a sexual assault on campus, the Chief of Campus Police will notify the President/Superintendent.

RESIGNATION OF EMPLOYEE

If an employee wishes to resign from his/her position, he/she should submit written notification to his/her immediate supervisor and to the President/Superintendent at least two weeks before the last day he/she intends to work. The President/Superintendent is hereby authorized to accept employee resignations upon receipt, subject to ratification by the Board of Trustees. No resignation accepted by the President/Superintendent may be withdrawn unless the Board of Trustees refuses to ratify the President/Superintendent's acceptance.

LAYOFF

(NOT APPLICABLE TO BARGAINING UNIT EMPLOYEES - REFER TO THE COLLECTIVE BARGAINING AGREEMENT.)

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

Employees subject to layoff from employment will be given a minimum of thirty (30) calendar days notice of lay off prior to the effective date of layoff. The notice shall be delivered personally to the employee or mailed by certified mail to the employees at his/her last known address and shall contain the following information: (1) the effective date of layoff; (2) displacement rights (if any); and (3) re-employment rights.

Employees laid off because of lack of work or lack of funds are eligible for reemployment in the classification from which they were laid off for a period of 39 months and shall be reemployed in preference to new applicants. All rights and status acquired shall be restored at the time of reemployment from the reemployment list.

REEMPLOYMENT OF FORMER EMPLOYEES

Permanent employees who have left the District with good standing and who are reemployed within 39 months from the last date of paid service may be reemployed in a position having the same or lower classification than held at the time of leaving. Upon reemployment in the same or lower classification(s), the employee will be credited for previous service with the District and placed on the current salary schedule on the same column he/she was on when terminating employment from the District. If reemployed in a higher classification, the employee shall be placed on the lowest column of the new range that would result in at least a five percent salary increase (but not lower than column B) over the salary placement on the current salary schedule for previous classification held when terminating employment from the District.

GRIEVANCE POLICY/PROCEDURES

A grievance is defined as an alleged violation or misapplication of established laws, Board Policy or Administrative Rules/Regulations/Procedures which adversely affects an employee.

A grievance shall not consist of accusatory charges relating to the moral or professional fitness of an employee or complaints about the subject matter of a law, Board Policy, or Administrative Rules/Regulations/Procedures, etc.

The following Grievance Procedure shall be used by all classified employees for the resolution of grievances under this policy.

(This procedure shall not be used by classified bargaining unit employees to resolve grievances for matters covered under the CSEA-District Collective Bargaining Agreement, in which case, the Grievance Procedure provided under the CSEA-District Agreement shall be used for resolution of grievances arising from the provisions of the Agreement.)

Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate manager within ten (10) working days after the occurrence of the act or omission giving rise to the grievance. The grievant and/or immediate manager may have a representative at the informal level. The immediate manager shall communicate a decision to the employee within five (5) working days after the informal conference. If the immediate manager fails to respond within the time limits, the grievant may file at Level I and if the grievant fails to file within the specified time limits, the grievance is deemed denied.

Formal Levels

1. Level I

In the event the grievant is not satisfied with the decision at the informal level, the grievant may file at Level I of the formal level by presenting the grievance in writing to the immediate manager (or designee) within twenty (20) working days after the occurrence of the act or omission giving rise to the grievance. Failure to present such grievance within the time limits shall render the grievance null and void. This presentation shall be a clear, concise statement of

the grievance, the circumstances involved, specific provisions of laws, Board Policy or Administrative Rules and Regulations allegedly violated, the decision rendered at the informal conference, and the specific remedy sought. The immediate manager (or designee) shall communicate a decision to the grievant in writing within ten (10) working days after receiving the written grievance. If the immediate manager (or designee) fails to respond within the time limits, the grievant may appeal to the next level and if the grievant fails to appeal within the specified time limits, the grievance is deemed denied.

2. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Director of Human Resources (or designee) within five (5) working days after the decision of the immediate manager. In the event that the Director of Human Resources is the immediate manager who conducted the Informal and Formal Level I grievance steps, he/she shall be replaced at this level by a Vice President (as designated by the President/Superintendent) (In this situation, the grievant is to submit his/her appeal to the college Human Resources office who will then make the necessary arrangements for conducting the Level II appeal by the Vice President designated by the President/Superintendent). The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reason(s) for the appeal. The Director of Human Resources (or designee) shall communicate a decision within ten (10) working days after receiving the appeal. If the Director of Human Resources (or designee) fails to respond within the time limits, the grievant may appeal to the next level and if the grievant fails to appeal within the specified time limit, the grievance is deemed denied.

3. Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the President/Superintendent (or designee) within five (5) working days after the decision of the Director of Human Resources (or designee). The appeal shall include a copy of the original grievance and the decision rendered, a copy of the first appeal and the decision rendered, and a clear, concise statement of the

reason(s) for the second appeal. The President/Superintendent (or designee) shall communicate a decision within ten (10) working days after receiving the appeal. If the President/Superintendent (or designee) fails to respond within the time limits, the grievant may appeal to the next level and if the grievant fails to appeal within the specified time limits, the grievance is deemed denied.

4. Level IV

In the event the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision in writing to the Board of Trustees within five (5) working days after the decision of the President/Superintendent (or designee). The appeal shall be submitted to the President's Office for transmittal to the Board of Trustees.

The appeal shall include a copy of the original grievance and the decision rendered, a copy of the first appeal and the decision rendered, a copy of the second appeal and the decision rendered, and a clear, concise statement of the reason(s) for the third appeal. The Board of Trustees (or designee) will communicate a decision following consideration of the grievance after no more than two regular meetings of the Board. If there is a special Board meeting scheduled after the first regular Board meeting at which the grievance was first considered and before the second regular meeting, the Board may consider the grievance at the special meeting and may communicate a decision thereafter. Consideration of a grievance by the Board shall be conducted in Executive Session and not in the public meetings, except as otherwise approved by the Board. The decision of the Board of Trustees shall be the final determination of the grievance and no further appeals shall be permissible.

5. General Provisions

Failure by the District to adhere to decision deadlines constitutes the right for the grievant to appeal to the next level. Failure of the grievant to adhere to the submission deadlines shall mean that the grievant is satisfied with the latest decision and waives any right to further appeal. However, nothing shall prevent the parties from extending the dates by mutual agreement.

Grievance meetings normally will be scheduled by the District so as not to conflict with normal duties; however, if scheduling is necessary during such normal working hours, the District shall provide release time with no loss of pay to the grievant and one authorized representative (if so requested by the grievant), for only the time spent in all actual grievance meetings(s) conducted by the designated manager(s). This shall constitute reasonable periods of release time.

When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the District. Failure to comply with time limits to attend scheduled meetings to discuss the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the employee.

The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, shall be present at each step of the grievance procedure.

No probationary or permanent employees may use the grievance procedure in any way to appeal any disciplinary action, including but not limited to dismissal, demotion, and suspension.

The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to the final decision of the grievance except in cases where the employee's physical safety is in jeopardy. In the event the alleged grievance involves an order, requirement, or other directive, the employee shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance except in cases where the employee's physical safety is in jeopardy. Failure to fulfill or carry out such order, requirement, or other directive by the employee shall render the grievance null and void and may result in disciplinary action against the employee.

In the event the grievant is legitimately absent from duty in accordance with a leave of absence provision under District Policy during the time periods specified in the grievance procedure, the submission and/or appeal deadlines and scheduled meetings shall be deferred until the grievant's return to duty. In the event a

management employee specified in this procedure is absent from duty during the time periods specified in this grievance procedure, the response deadlines and scheduled meetings shall be deferred until the management employee's return to duty.

For a grievant who is working on an alternate work schedule (other than normal hours), compensatory time off for the grievant and his/her representative (if also on an alternate work schedule) shall be provided on an "hour-for-hour" basis for only the time spent in all actual grievance meeting(s) conducted by the designated manager(s).

In the event a grievance includes an allegation(s) that a manager(s) (other than the grievant's immediate manager) violated, misinterpreted, or misapplied an established law(s), Board Policy, or Administrative Rules/Regulations/Procedures, the adjustment or resolution of the grievance shall include consultation with such other manager(s) as deemed necessary by the manager designated to adjust the grievance pursuant to the provisions of this Procedure.

In the event that a formal written grievance is sustained and the District fails to implement the remedy provided, then the grievant may by-pass the Informal Level of this Grievance Procedure, and file a new grievance regarding such failure at Formal Level I in accordance with the provisions of this Procedure. Any such grievance must be filed within twenty (20) working days after the occurrence of the act or omission giving rise to the grievance, and failure to present such grievance within this time limit shall render the grievance null and void.

KEY CONTROL POLICY

The Cerritos College Board of Trustees has delegated the issuance and control of all District keys to the Vice President of Business Services/ Assistant Superintendent.

All District buildings, perimeter fencing, furniture and equipment are subject to this key control policy.

The District issues and maintains keys for control purposes according to the procedures established in Board Policy.

Issuance of Grand Master Keys must be approved by the Executive Team (E.T.).

Keys will be issued only to employees of the District and to outside regular contractors/vendors who must have access to service areas, when approved by Director of Physical Plant and/or Vice President of Business Services/Assistant Superintendent. Keys shall not be issued to students, student hourly or adult hourly employees. Exceptions to this policy can only be made with approval by E.T. and the College Council.

No keys will be issued without a signature of the employee, approval of his/her manager, and/or Division Dean where applicable, and approval of the Vice President of Business Services/Assistant Superintendent.

Upon transfer of assignment within the District, employees shall turn in any keys no longer needed and sign out the required new keys.

Unauthorized use of, or duplication of District keys, may be grounds for termination.

Under no circumstances shall keys be loaned to an unauthorized person.

District employees on a prolonged leave of absence in excess of six (6) months shall turn keys in to the Payroll Department. Exceptions to this require approval of the responsible manager and a vice president.

District employees on ten (10) month assignments shall turn keys in prior summer break period at the discretion of the responsible manager.

Campus Police is responsible for opening and securing all exterior building and corridor doors.

Lost keys must be reported immediately to the Payroll Department.

The following ***charges*** shall be made for ***lost keys***, and all ***payments*** shall be made directly to the ***Payroll Department***: (A receipt must be presented before new keys will be issued).

Grand Master	\$250.00
Master	100.00
Sub-Master	25.00
Operating	10.00
All Other (file, desk, cabinet, etc.)	5.00

For further information regarding Key Control Policy/Procedures employees should contact either the Facilities Department (keys issuance); or the Payroll Department (keys turn in or lost keys).

BUILDING SECURITY

In order to provide better security and to protect District-owned property, the following procedures have been established:

1. All Cerritos College staff members must have in their possession their Cerritos College identification card (with photo for full-time staff) whenever on campus during holidays, weekends, and after regular operating hours.
2. Buildings have been alarmed therefore, before entering, you must stop at the Campus Police Office. **DO NOT USE YOUR KEY! YOU WILL BE ASKED TO SIGN-IN ON THE LOG SHEET.** If you enter a building and the alarm is set off, the Campus Police or Norwalk Sheriff's Station will respond.
3. You are also required to notify Campus Police by telephone (Extension 2325) when you leave the building.
4. If anyone is on campus or in a building without the proper staff identification card, they will be asked for their California State Driver's License or Identification Card and department in which they work. Police personnel will stay with the individual until verification is made via the dispatcher on duty. Failure to present or verify proper identification may result in the person's arrest and booking at the Norwalk Sheriff's Station for trespassing.

PARKING/TRAFFIC REGULATIONS

Parking Permits

Classified employees can obtain staff parking permits in accordance with procedures established by the District through the Campus Police Department. Only one reserved parking permit shall be issued to each classified employee. Employees are issued permits for reserved parking in a specific staff parking lot as assigned and indicated on parking permits. Parking permits must be returned to the District via the Payroll Department at the time of separation from employment.

Parking/Traffic Regulations

Parking and traffic regulations are developed and maintained by the Campus Police Department and the Campus Parking and Traffic Committee. Employees will receive copies of these regulations when they are issued their parking permits. All employees are expected to comply with campus parking and traffic regulations.

Questions on Parking/Traffic Regulations

Employees with questions regarding parking/traffic regulations should contact the Campus Police Department.

LOST AND FOUND

Employees should report any lost articles, or take any found articles on campus to the Campus Police Department.

TELEPHONES

District telephone installations are made ***SOLELY FOR COLLEGE BUSINESS PURPOSES***. Pay telephones shall be installed in convenient locations for personal business. Personal telephone calls may be made on District telephones in cases of emergency with charges to be made to the home telephone.

THEFT AND VANDALISM -- REPORTING PROCEDURES

The following procedures are to be followed when reporting a theft or vandalism on campus:

1. Immediately upon discovering a theft or vandalism on the campus, an employee should notify the Campus Police Department.
2. The Campus Police Department will respond, with the appropriate assigned manager to verify, and take the necessary information for the theft/vandalism report.
3. The report will be kept on file in the Campus Police Department and a copy forwarded to the Norwalk Sheriff's Station for their records.

EMERGENCY PROCEDURES

***IN ALL CASES OF EMERGENCY, CALL CAMPUS POLICE
DIAL "3000" OR USE RED EMERGENCY PHONES***

Procedures for Handling Medical Emergencies

1. IN ALL CASES OF EMERGENCY, CALL THE CAMPUS POLICE DEPARTMENT.
 - If the emergency is severe, request Campus Police to call the paramedics. *Be sure to describe the nature of the emergency and state the exact location.*
2. Remain with the victim until the appropriate manager or Campus Police arrives.
 - Utilize students or Campus Police to direct the emergency personnel to the victim, if assistance is necessary.
 - Render any assistance to the emergency personnel as required.
 - While waiting for the emergency personnel, help in making the victim comfortable.
 - *Do not administer first aid* unless you are certified, or in your judgment, it is necessary to the survival of the victim. (Examples: stopping arterial bleeding or opening air passages to prevent asphyxiation). It is recommended that all staff obtain first aid certification.
3. If the emergency results from an injury, file the required report.
 - If the injury is to a student, visitor, or the general public, it should be reported on a form provided by the Campus Police Department.
 - If the injury is to an employee, the person in charge should complete the appropriate workers' compensation form.
 - The above forms are available from the Campus Police Department, Business Services Office, Academic Affairs Office, and all Division Offices.

4. Field Trips

- If an emergency occurs while on a field trip, the supervising staff member should call the telephone operator to notify the nearest emergency agency. A student or other members of the field trip group should be delegated to make the call if the supervising staff member is unable to do so.
- As soon as feasible, the person in charge should notify the Campus Police Department.
- Follow the previous described steps regarding the filing of reports.

Procedures for Handling Routine Medical Emergencies

1. If there is a minor accident, fainting, illness, etc., between 10:00 a.m. - 6:00 p.m. (Monday - Thursday) and 9:00 a.m. - Noon (Friday), the student should be referred to the Student Health and Wellness Center (Extension 2321). If the student is unable to go to the Center, you should request the Center to send appropriate staff to the site to provide assistance. If the accident occurs after closing hours, the Campus Police Department (Extension 3000) should be contacted if assistance is required.
2. In any case of accident, the appropriate insurance forms should be completed and filed.

Emergency Phones

There are 35 emergency phones located on campus. These phones may be used for emergencies such as the following: escorts, medical aid, reports of a crime, and keys locked in car. These phones are placed in the following locations:

Admissions and Records Office - vault
Administration Building - staff lounge
Arts and Crafts Building - southeast/southwest wings and dance hall
Burnight Center – theater lobby/elevator, music wing, elevator/music wing
Business Education Building - north and south wings
Community Education Building - lobby
Gymnasium - southeast corner
Health Sciences Building - one on each floor, east and west elevators
Learning Resource Center – east elevator

Emergency Phones -- continued

Liberal Arts Building - elevator, first and second floors

Library - elevator

Natural Sciences Building – east and west wings

Physical Education Building - lobby and women's locker room

Physical Sciences Building – north and south wings

Social Sciences Building - one on each floor and elevator

Student Center - cafeteria

Weight Training Room - near Room 3

*Special Note: When using the emergency phones, lifting the receiver will automatically connect you with the Campus Police Department. Be sure to **hang up** the phone after completing the call.*

Earthquake Procedures

The District has an earthquake disaster procedure to be followed in the event of an earthquake. This procedure is part of the District's Comprehensive Emergency/Disaster Plan. For further information regarding these procedures and First Aid information, employees are to contact their immediate managers. Employees are also advised that in accordance with the provisions of the Board Policy and State Government Code Sections 3100 - 3101, all District employees are hereby declared civil defense workers subject to such civil defense service activities as may be assigned to them by their supervisors or by law.

Bomb Threat

In case of a bomb threat received by the college, the following steps are to be taken:

1. Person receiving the threat is responsible for immediately notifying the Campus Police Department, Extension 3000 (who will notify the President/Superintendent or designee, and the appropriate Instructional Dean).
2. The President/Superintendent (or designee) is to be provided details of the threat by Campus Police. The President/Superintendent (or designee) shall be responsible for evacuation.
3. If the threat names specific areas or locations, such as office or room, time, or other details, employees in this area will be requested to rapidly scan their desks, tables, shelves, etc., and report any item not belonging in the area and evacuate the facility. The Campus Police Department will notify the Norwalk Sheriff's Station to help in the search if available. The paramedics and fire department will be

notified and put on standby. The area will be secure, and if a bomb or suspected bomb is found in the area, then the Campus Police Department will notify the Sheriff's bomb squad.

Campus Police will be given information about the bomb threat, informed of items not belonging in the area, and assist the President/Superintendent (or designee) in determining when employees and others can safely return to the area.

4. If the threat does not provide specific information, but only a general area, such as the Administration Building, then employees in the area will be requested to scan work location of items not belonging there. Areas where suspicious items are located will be evacuated. Campus Police will be given information about the bomb threat, informed of any suspicious items, and assists the President/Superintendent (or designee) in determining when employees and others can safely return to the area.

DISTRICT VEHICLES/DRIVER'S CLEARANCE

District Vehicles

District vehicles may be available for employees to use for District purposes. Procedures for using District vehicles are available through the Facilities Department.

Driver Qualifications/Clearance

Clearance to drive District owned vehicles requires the driver/District employee to have in their possession a current valid California Drivers License. Verification must be obtainable through the California Department of Motor Vehicles.

Drivers may drive District licensed vehicles if their driving record during the past three years indicates no more than:

- a. Two (2) minor citations; or
- b. One (1) minor citation and one (1) accident (not at fault); or
- c. One (1) accident (at fault) within the past three (3) years.

Drivers of all District vehicles must be 18 years of age or over, with no serious mental or physical impairments.

All drivers must obey and observe regulations pertaining to the College.

Insurance

The District carries insurance that covers any cleared employee driving a District vehicle. Limits of liability are covered under the District combined property and casualty insurance provisions. Approved District forms must be filed by the employee if he/she is involved in any accident.

District employees who have not been cleared to drive District vehicles may be approved to drive their own vehicle on District business without transporting any others (including students or other District employees) dependent upon the individual's driving record. The employee must furnish Certificates of Insurance indicating the following limits:

- Bodily Injury Liability
per person \$200,000.00
per accident 500,000.00
- Property Damage Liability 50,000.00
- Bodily Injury and Property Damage
Combined Single Limit 500,00.00

For a District employee driving his/her own vehicle and cleared to drive on District business and who is involved in an accident, employee insurance is primary; insurance or collection efforts made by the employee or his representative or other parties is secondary; and the District insurance is tertiary. If, after the aforementioned efforts have been made and the employee is still responsible for a deductible amount, the District will reimburse up to \$200 of the employee's deductible.

The District does not assume any liability or responsibility for the loss of personal equipment contained in an individual's car.

Reimbursement/Transportation Allowance

Employees are eligible for a mileage reimbursement if they are authorized by District to use their private vehicles for District purposes, and/or if it is verified that no District vehicles are available for transportation for District purposes. Such reimbursement shall be made in accordance with Board-adopted regulations.

HAZARDOUS SUBSTANCE COMMUNICATION/CONTROL PROGRAM

The District Facilities Department shall operate and maintain a hazardous substance communications program. All purchasing, labeling, storage, handling and disposal of hazardous substances shall conform to Federal and State laws having jurisdiction over these materials.

The Director of Physical Plant is responsible for the maintenance and operation of a hazardous substance waste control program. This shall include the maintenance of a central file for material safety data sheets, the dissemination of rules and regulations which pertain to the employee's "Right to Know" law, and the disposal from District property of all hazardous waste substances.

The Director of Physical Plant shall publish, for division use, such information as is applicable to the handling and the disposal of all hazardous waste substances.

The Director of Physical Plant shall serve as the chairman of the Toxic Waste Committee and conduct regular District meetings to disseminate information pertaining to hazardous waste activity.

EMPLOYEE ASSISTANCE PROGRAM

The Cerritos Community College District recognizes that emotional and family problems, alcoholism, misuse of other drugs, as well as personal stress can adversely affect job performance. It also recognizes that these problems are treatable. The District is concerned with the impact of personal problems on job performance. Consequently, it encourages employees and their eligible dependents to seek help for personal problems through its Employee Assistance Program (E.A.P.). Employees and dependents eligible for use of this program are those employees and their dependents who are eligible for District medical plans.

Voluntary Referral

The District encourages eligible employees and dependents to seek help for personal problems voluntarily whenever these problems impact personal and job life. If an employee wishes to seek help voluntarily, he/she may contact the Employee Assistance Program provider. The person will then be referred by the provider to a professional counselor in his/her own home community where the problems can be discussed in privacy. The person's confidentiality will be respected, and names and identities will not be revealed to the College or any of its staff.

Informal Referral by Manager

If an employee exhibits a pattern of deteriorating job performance, which the immediate manager believes, may be caused by problem(s) for which the E.A.P. provides services, the immediate manager will be responsible for referring the employee to the program.

Initially the immediate manager may make an informal referral. The employee is not required to accept it, but is strongly encouraged to do so. The employee coming to the Employee Assistance Program as a result of an informal referral will be treated with the same confidentiality as though the referral were completely voluntary.

Formal Referral by Manager

A formal referral by an immediate manager is part of the disciplinary process of the District. In this case, job performance has declined to the point where the employee may face disciplinary action including, but not limited to, suspension or dismissal from employment, unless there is a change. The immediate manager, in order to preclude a recommendation for such disciplinary action, makes a formal referral to the Employee Assistance Program.

- A. In making a referral, managers will concern themselves only with job performance. They will not attempt to diagnose the employee's problem.
- B. If an employee accepts the formal referral, three things will be reported back to the District through the program:
 - 1. Whether or not the employee is attending counseling and other assigned sessions.
 - 2. Whether or not the employee is keeping appointments on time.
 - 3. Whether or not the employee is following and cooperating with the treatment program.

No additional information will be provided to the District unless the employee provides a written request for release of additional information.

If an employee refuses to accept the formal referral and continues to have deteriorating job performance, he/she is subject to further disciplinary actions including, but not limited to, suspension or dismissal from employment. If the employee does accept the referral, but later fails to cooperate with the treatment program and continues to have deteriorating job performance, he/she is likewise subject to further disciplinary actions as stated above.

For additional information regarding this program, brochures are available in the Human Resources office.

CERRITOS COLLEGE FOUNDATION

The **Cerritos College Foundation** exists in partnership with the college in order to assist in supplementing and enhancing programs that benefit the students. Employees will receive information about the Foundation activities and methods for making contributions to the Foundation. Employees are encouraged to have "*Pride in Cerritos College*" through their support of the foundation.

For further **information** about the **Foundation** and its activities, employees are encouraged to **contact** the **Foundation Office** at **Extension 2526**.

CLASSIFIED EMPLOYEE OF THE MONTH/YEAR PROGRAM

The District has a **Classified Employee of the Month and Year Program**. This program is provided in order to recognize permanent full-time classified employees who have made either a single outstanding contribution to the District or an outstanding contribution to the District over a period of time. Contributions to be recognized may be made to any or all of the following: the college, community, students, and/or other staff members.

Under this program a classified employee will be selected by the **Employee of the Month Committee** for recognition each month. Also, each year a classified employee will be selected by this committee from those employees recognized as classified employees of the month for that year to receive the **Outstanding Classified Employee of the Year Award**.

In order to nominate employees for this award, individuals must submit a completed District Nomination Form for the Committee's review and consideration. **Nomination forms are available from the following:** www.cerritos.edu/staffdev, and forms are also available in the area located in the Staff Lounge in the Administration Building. **Nomination forms should be submitted to the Employee of the Month Committee.**

EMPLOYEE TRANSPORTATION PROGRAM

Cerritos College is committed to the goals of the South Coast Air Quality Management District Commuter Program Regulation XV. In its efforts to achieve these goals, the College has developed and implemented a program designed to reduce the number of single-occupant vehicles arriving on campus and the use of vehicle travel once at work. The program includes the use of incentives (additional vacation time credit, monetary stipend, etc.) to qualified participants who utilized alternative methods of travel to and from work including walking, bicycling, ridesharing and the use of public transportation. Also, a variety of other services are provided on campus in order to reduce the necessity to conduct business off campus.

To learn more about the alternative transportation program for employees and the services available on campus, contact the Campus Police Department.

CAMPUS SERVICES

The following is a list of some of the departments/areas on campus offering various services that employees may be interested in utilizing. For further information regarding the specific services available, hours of operation, event schedules, etc. employees should call the campus extension number as listed in the college telephone directory for the department/area.

Department/Area (Services)

- Athletic Department (events/schedules)
- Campus Police (vehicle unlock, on-campus escort service, ridesharing information, etc.)
- Child Development Center (child care services)
- College Bookstore (Follett's)
- Community Education (classes, events, entertainment/amusement park discount cards, etc.)
- Cosmetology
- Culinary Arts and Food Court
- Learning Resource Center
- Music Department (programs)
- Physical Education (fitness facilities use/wellness programs)
- Staff Development
- Student Activities (on-campus events/activities, discount tickets for major events and movies as available)
- Student Health and Wellness Center (tuberculin skin tests and medical emergencies only)
- Theatre Arts Department (events)

CSEA-DISTRICT BARGAINING AGREEMENT PROVISIONS

Classified bargaining unit employees are to refer to the CSEA-District Bargaining Agreement for provisions governing the following items:

- Announcement of Job Openings
- Bereavement Leave
- Break-In-Service
- Child Rearing Leave
- Compensation
- Concerted Activities
- Effects of Layoff
- Evaluation Procedures
- Grievance Procedure
- Health and Welfare Benefits
- Holidays
- Hours of Employment
- Industrial Accident and Illness Leave
- Job Classifications
- Jury Duty Leave
- Military Leave
- Organization Rights
- Organization Security - Payroll Deduction
- Parking Permits
- Personal Business Leave
- Personal Necessity Leave
- Professional Growth Program
- Safety Conditions of Employment
- Salary Schedule
- Sick Leave
- Transfer Procedures
- Unauthorized Leave
- Unpaid Family and Medical Leave
- Vacation

Classified Employees' Handbook Index

	Page
Abolishment/Establishment of Classified Positions	56
Building Security	85
Call Back Time	19
Campus Services	102
Catastrophic Illness/Injury Leave Donation Plan	31
Cerritos College Foundation	99
Classification Review/Range Adjustment Policy for Classified Positions	55
Classified Employee of the Month/Year Program	100
Classified Employee Seniority	54
Classified Salary Policies	20
Classified Service/Categories of Employment	8
Conflict of Interest	68
CSEA-District Bargaining Agreement Provisions	103
Discipline	61
District Vehicles/Driver's Clearance	94
Drug-Free Workplace/Campus	71
Emergency Procedures	90
Employee Assistance Program	97
Employee Transportation Program	101
Employment of Classified Personnel	2
Employment of Relatives	10
Employment Procedures/Requirements	5
Evaluations	26
Expiration of Extended Illness Leave	30
Family and Medical Leave (Unpaid)	47
Grievance Policy/Procedures	78
Hazardous Substance Communication/Control Program	96
Health and Welfare Benefits	15
Holiday Pay	25
Holidays	23
Hours of Employment	16
Index	104
Industrial Accident or Illness Leave	41
Information about the College	1

Classified Employees' Handbook Index

	Page
Investigation/Resolution of Alleged Unlawful Discrimination	13
Jury Duty	45
Key Control Policy	83
Layoff	76
Leave for Death in Family	44
Leave of Absence without Pay (Personal Reasons)	46
Lost and Found	87
Maternity Leave	29
Message from the President	i
Military Leave	48
Notification of Change of Name, Address, and Telephone Number	14
Outside Employment	58
Overtime	18
Parking/Traffic Regulations	86
Personal Necessity Leave	39
Personnel Records	51
Physical Examination	50
Quarantine	57
Reemployment of Former Employees	77
Resignation of Employee	75
Sexual Assault and Acquaintance Rape	74
Sexual Harassment	59
Shift Classification/Salary Differentials	17
Sick Leave	27
Staff Diversity	11
Telephones	88
Theft and Vandalism -- Reporting Procedures	89
Unauthorized Leave/Abandonment of Position	49
Vacation	37
Workers' Compensation	53
Working Out-of-Classification	22

Appendix - Board Policies References

Item	Board Policy Number
Employment of Classified Personnel	7029-7030, 7302
Employment Procedures/Requirements	7001, 7024, 7032, 7313
Classified Service/Categories of Employment	7300-7301, 7303
Employment of Relatives	7028
Affirmative Action/Staff Diversity	7033
Investigation/Resolution of Alleged Unlawful Discrimination	7026
Notification of Change of Name, Address, and Telephone Number	7002
Health and Welfare Benefits	7019-7020
Hours of Employment	7307
Shift Classification/Salary Differentials	7308
Overtime	7306
Call Back Time	7310
Classified Salary Policies	7304, 7006
Working Out-of-Classification	7311
Holidays	7018
Holiday Pay	7309
Evaluations	7312
Sick Leave	7315/7009
Maternity Leave	7010
Expiration of Extended Illness Leave	7319
Catastrophic Illness/Injury Leave Donation Plan	7039
Vacation	7318
Personal Necessity Leave	7014
Industrial Accident or Illness Leave	7317/7013
Leave for Death in Family	7012
Jury Duty	7316
Leave of Absence without Pay (Personal Reasons)	7016
Family and Medical Leave (Unpaid)	7038
Military Leave	7015
Unauthorized Leave/Abandonment of Position	7017
Physical Examination	7034
Personnel Records	7023
Workers' Compensation	7013
Classified Employee Seniority	7332
Classification Review/Range Adjustment Policy for Classified Positions	7331
Abolishment/Establishment of Classified Positions	7330
Quarantine	7007
Outside Employment	7025
Sexual Harassment	7027
Drug-Free Workplace/Campus	7003/8012
Sexual Assault and Acquaintance Rape	8013
Discipline	7334-7340
Resignation of Employee	7005
Reemployment of Former Employees	7314
Grievance Policy/Procedures	7333
Key Control Policy/Lost Keys	5004
Parking/Traffic Regulations	7037
Telephones	8004
Emergency Procedures	8006
District Vehicles/Driver's Clearance	5008, 5014-5015
Hazardous Substance Communication/Control Program	5022