

- 4.13 Notwithstanding any other provisions of this agreement, upon sixty (60) days' notice from the Union, the District may grant a leave of absence of up to three (3) months to an employee for the purpose of participating in Union activities. The college or district administration, as applicable, will recommend approval or disapproval of the leave request. Any recommendation for disapproval shall include adequate documentation explaining why the leave should be denied. The Union will reimburse the District for the employee's wages and benefits during this period of leave. The leave will not be considered a break in service. The Union will not request such leave for more than one (1) employee per year.
- 4.14 The parties agree that employee-employer relations may be facilitated by meetings between Union representatives and the Chancellor or his/her designee and presidents. Either the Chancellor or his/her designee, the president or the Union may request to schedule meetings as needed. Such meetings are not intended to bypass the grievance procedure nor be considered as negotiations. No matters which are, at the time, the subject of negotiations shall be discussed during these meetings.

## **ARTICLE V DISTRICT RIGHTS**

- 5.1 Except as expressly limited by a specific provision of this Agreement, the District retains the right, powers and authority exercised or had by it prior to the execution of this Agreement to adopt, modify, amend or rescind such policies, rules and regulations as the Governing Board deems necessary.
- 5.2 Except as limited by the terms of this Agreement and by applicable law, it is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and number of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency; and to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
- 5.3 Reference to laws, policies, rules, codes, statutes, and regulations in this article shall not be deemed to make such matters subject to the Grievance Article of this Agreement.
- 5.4 A classified employee may be assigned to a committee as part of her/his job duties by the Chancellor/President when the functions of the committee require that classified employee's special job-related expertise.
- 5.5 The Union shall notify the Chancellor/President and Vice Chancellor, Human Resources, of any changes or substitutions for designated stewards.

## **ARTICLE VI PERSONNEL FILES**

- 6.1 A single central personnel file for each employee in the unit shall be maintained in the District Human Resources Department.

- 6.2 Any item to be placed in the central file must be clearly identified as to its source, author, date of preparation, and its date of receipt by the District. Each item, its content or by other appropriate means, shall contain an indication that the employee initiated placement of the document in the file, or previously received a copy of the document, or otherwise received notice that the document was to be placed in such file. The foregoing requirements for notification shall not be applicable to documents defined as confidential under federal or state statutes. The date a document is stamped as received by the District Human Resources Department shall be considered to be the date of its placement in the central personnel file.
- 6.3 An employee covered by this Agreement, or an SEIU representative possessing written authorization from such employee to examine such employee's central personnel file, shall have access to such personnel file of such employee by appointment during regular business hours of the District. The employee may examine such file during a period when he/she is not actually required to render services to the District, or at such other mutually convenient time as the District and the employee shall jointly establish, including appointments for employees at outlying work sites. Once per fiscal year, the employee may have up to one hour of release time for the purposes of this paragraph. The employee or authorized Union representative may obtain copies of materials and documents contained in the file. Release of such material requires written consent of the employee.
- 6.4 An employee may inspect and reply to any item in his/her personnel file and this response shall be attached to the item. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review, with reasonable release time for such review, and the right to reply to such information.
- 6.5 Any document that is placed in an employee's personnel file in a manner that violates the provisions of this article shall not be used to directly or indirectly initiate any adverse action against such employee.
- 6.6 All persons, including an employee's supervisor and those considering employees for hiring or advancement opportunities examining a personnel file shall sign and date a log attached to each personnel file. Employees shall also receive written notice of this examination of her/his personnel file.
- 6.7 Negative information in the personnel file may be sealed as part of a settlement arising from a grievance or other administrative procedure mutually agreed to by SEIU and the Chancellor or Chancellor's designee. Access to such sealed material shall be limited to the employee and the Chancellor or Chancellor's designee. Negative materials which have given rise to a grievance shall be tentatively placed in the employee's personnel file but will not become a permanent record until the grievance has been resolved.
- 6.8 An employee's request that information pertaining to a disciplinary action be sealed after twenty-four (24) months from imposition shall be granted, provided there has been no other disciplinary documentation in the file in that time period. Such sealed material may be reopened and used at the discretion of the Chancellor or Vice Chancellor, Human Resources.