



**AGREEMENT BETWEEN**  
**THE RANCHO SANTIAGO COMMUNITY**  
**COLLEGE DISTRICT**

**AND**

**THE CALIFORNIA SCHOOL**  
**EMPLOYEES ASSOCIATION**  
**AND ITS**  
**CHAPTER 579**

**July 1, 2010 through June 30, 2013**

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## **PREAMBLE**

The following Agreement between the District and CSEA is recorded in written form to meet the requirements of Government Code 3540, et seq, and, more specifically, wages, hours of employment, and other terms and conditions of employment as defined therein in exchange for services.

## **ARTICLE 1**

### **AGREEMENT AND RECOGNITION**

This agreement is between the Rancho Santiago Community College District (hereinafter referred to as "District") and the California School Employees' Association and its Chapter Number 579 (hereinafter referred to as "CSEA"). Reference to "the parties" shall include both the District and CSEA.

The District hereby recognizes CSEA as the sole and exclusive representative of all classified unit employees enumerated in Exhibit D, attached hereto and incorporated herein by reference as part of the agreement.

When new classifications are created, both parties shall endeavor to reach an agreement to determine if they are to be included in the bargaining unit. CSEA and the chapter president shall be given thirty (30) days written notification of the recommendation of the creation of a new classification before Board approval. If the District does not receive a response within that thirty (30) day period, CSEA waives any right to object to the designation proposed by the District. Disputed cases shall be submitted to the Public Employees Relations Board (hereinafter referred to as PERB) in accordance with that agency's rules and negotiations.

For the purposes of interpreting this contract when referring to classified employees, RSCCD and CSEA have agreed to define those classified employees as listed below:

1. Permanent Employee - one who has been employed more than 12 months.
2. Probationary Employee - one who has been employed less than 12 months.
3. Salaried Employee - one who works 20 hours or more per week. Receives benefits as defined in the CSEA Contract.
4. Hourly On-Going Employee - one who works less than 20 hours per week. Receives pro-rata benefits as described in the CSEA Contract with the exception of Health and Welfare.
5. Classified Unit Employee - all employees whose employment is defined by the CSEA Contract (generic term unit-employee or employee).
6. Regular Part-Time Unit Employees - Salaried employees who work more than 20 hours but less than 40 hours per week.

The following are outside of the contract but referred to as defined by Ed. Code:

Substitute and short-term employees employed and paid for less than 75% of a school year, apprentices, and professional experts employed on a temporary basis for a specific project, regardless of length of employment; full-time students employed part-time; all as defined in Education Code section 88003.

A substitute employee means any person employed to replace any unit employee who is temporarily absent from duty or who is filling a permanent position which the district is engaged in a procedure to fill.

Substitute employees may work not more than 90 calendar days in a substitute assignment while the District is engaged in a procedure to fill the vacant permanent position.

## ARTICLE 2

### EFFECT OF AGREEMENT

- 2.1 This agreement shall constitute the full and complete agreement between both parties. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.
- 2.2 During the term of this agreement, the District and CSEA expressly waive and relinquish the right to bargain collectively on any matter whether or not specifically referred to or covered in this agreement, even though not within the knowledge or contemplation of either party at the time of negotiations; even though during negotiations the matters were proposed and later withdrawn; however, nothing herein shall preclude bargaining collectively for a successor collective bargaining agreement during the term of this agreement.
- 2.3 It is understood and agreed that the specific provisions contained in this agreement shall prevail over Board policy, Administrative Rules and Regulations, District practices and procedures, and over State laws to the extent permitted by law.

## ARTICLE 3

### **SEVERABILITY AND SAVINGS**

- 3.1 Savings Clause - If during the life of this agreement there exists any applicable law, rule, regulation or order issued by governmental or judicial authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provisions shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 3.2 Replacement for Severed Provisions - In the event of suspension or invalidation of any article or section of this agreement, the parties agree to meet and confer within thirty (30) days after such determination.



## **ARTICLE 4**

### **NEGOTIATIONS**

- 4.1 Successor Agreement/Reopeners - The parties agree to conduct negotiations on the matter of a successor agreement or reopeners on wages, hours and other terms and conditions of employment.
- 4.2 CSEA Proposal - CSEA's initial proposal shall be submitted to the District no later than April 15 of each contract renewal or reopener year.
- 4.3 Public Notice and Hearings - The District shall cause all public hearings and publish CSEA's initial proposal within thirty (30) days of presentation of CSEA's initial proposal. The District shall cause all public hearings and publish its initial proposal within sixty (60) days of CSEA's initial proposal.
- 4.4 Commencement of Negotiations - Negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in the agreement.
- 4.5 Impasse - If notice has been given in accordance with the preceding sections, and the parties have not been able to agree upon terms of a new agreement, either party may institute impasse procedures according to the impasse procedures of the Government Code.
- 4.6 Release Time
  - 4.6.1 Negotiations
    - 4.6.1.1 No paid released time shall be used or granted CSEA representatives for negotiation preparation.
    - 4.6.1.2 A maximum of five (5) authorized employee members of the CSEA collective bargaining committee shall be released from their regular work duties, with pay, when negotiating meetings are scheduled during regular working hours. Negotiation team members shall be allowed to adjust their work hours when negotiation meetings extend beyond the team member's scheduled working hours.
    - 4.6.1.3 The CSEA chapter president shall be given two (2) hours of release time per week to hold office hours. During this time the chapter president may meet with unit employees or District representatives in regard to employer-employee relations matters. The two hours shall be fixed each week.

4.6.1.4 The District shall pay the cost of installing a phone for CSEA chapter president use. CSEA shall pay the cost of the phone.

4.6.1.5 Scheduling of release time shall be coordinated with the supervisor so as to minimize disruption to the District's operation.

4.7 Ratification of Additions or Changes - Any additions or changes in this agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

4.8 Agreement of Parties - This agreement contains the agreement of the parties as to all existing matters. Nothing contained herein shall be interpreted as precluding the right of CSEA and the District to mutually agree in writing to negotiate on matters which develop after entering into this agreement.

4.8.1 Should any new agreement (side letter) be reached after the agreement is signed by both parties, the side letter shall be made available at Human Resources to any unit employees upon request.

All 'side letter' agreements reached prior to this contract which are still in effect shall be made available at Human Resources to any unit employees upon request.

## ARTICLE 5

### MAINTENANCE OF OPERATIONS

- 5.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.
- 5.2 CSEA agrees that neither CSEA nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, at the request of CSEA, a strike against the District, or the concerted failure to report for duty, or willful absence from his/her duties of employment. The District agrees that it shall not cause or engage in a lockout.
- 5.3 Nothing contained in this Agreement shall be construed to restrict or limit the District in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article; and to take such action as it deems necessary to discipline and/or discharge any employee for violation of this Article.
- 5.4 Unit employees shall not be entitled to any wages or benefits whatsoever, including but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from his/her duties of employment.

## ARTICLE 6

### MANAGEMENT RIGHTS

- 6.1 CSEA recognizes and agrees that the exercise of the expressed and implied legal powers, rights, duties, and responsibilities of the District, e.g., the adoption of the policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this agreement.
- 6.2 CSEA recognizes and agrees that the District powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to:
- manage its operation;
  - direct, select, decrease, and increase the work force, including but not limited to hiring, demotion, suspension, layoff, or discharge;
  - maintain discipline and efficiency of unit employees, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of employees;
  - make all plans and decisions on matters involving its operations;
  - determine solely the extent to which the facilities of any department thereof shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the materials to be used, and the right to introduce new, or improved, methods and facilities;
  - change or alter any existing methods and facilities; and
  - regulate quality and quantity of services and to otherwise take any actions desired to run the entire operation efficiently.
- 6.3 CSEA recognizes and agrees that the District retains its rights to amend, modify, or rescind policies and practices referred to in this agreement in case of emergency. An emergency is considered an act of God, a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District shall immediately notify and consult with CSEA. CSEA agrees it will abide by such emergency decision of the Board during the declared emergency.
- 6.4 CSEA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the representatives officially designated by the Board to act in its behalf. CSEA further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator, or other person or persons not officially designated by the Board as its representative.

## ARTICLE 7

### ASSOCIATION RIGHTS AND NON-DISCRIMINATORY PRACTICES

7.1 The District agrees not to negotiate with any other organization in matters upon which CSEA is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations. There shall be no reprisal or retaliation against any Bargaining Unit employee for the exercise of any rights granted to them under the provision of this agreement.

#### 7.2 Distribution of Materials

CSEA may distribute organizational literature on District property, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Literature and similar materials may be distributed only at payroll distribution points, in site location(s) designated by the Chancellor or in mailboxes, upon CSEA request.

##### 7.2.1 Posting of Materials

Posting of organizational recruiting notices, posters, and similar materials will be permitted only on designated bulletin boards or other appropriate areas as determined by the Chancellor or designee. Each work site shall have a bulletin board assigned to the CSEA for its exclusive use.

#### 7.3 Employee Organization Contact Procedures

CSEA shall notify the Human Resources Office of the authorized representative of the organization. The authorized representative shall notify Human Resources and supervisor of their presence on campus. The authorized representative may not interfere with employees during hours of duty assignment.

#### 7.4 Use of Facilities

Advance request for use of District facilities must be made in accordance with established District procedure whenever the CSEA Chapter 579 wishes to schedule use of a District facility to conduct organizational meetings. No rental charge will be made for use of District facilities immediately before or after the workday. Where special or additional costs for clean-up services are required, such services shall be charged to CSEA. The District shall provide office space, furniture, including computer(s) and related equipment and telephone installation for the use of CSEA. No rental charge will be made to CSEA for use of District facilities. CSEA will pay the monthly costs of the telephone service.

7.5 Contract Printing and Distribution

The District shall print and provide without charge a copy of this contract to the unit employees within thirty (30) working days after the parties have proof read and signed the document. Any employee who becomes a member of the bargaining unit after the execution of the Agreement shall be given a copy of this Agreement, without charge by the District, at the time of his/her employment. Each unit employee shall be sent, through District mail, without charge by the District, a copy of this Agreement upon ratification by CSEA and the District. Copies of any written changes to this Agreement by the parties shall also be distributed to each unit employee.

7.6 Employee Lists and Relevant Data

The District agrees to furnish twice a year, upon request, a complete hire date roster of all unit employees, indicating employee class title, employee location and employment date of the employee within the District and present class, grade and step; and Board minutes and fiscal reports approved by action of the Governing Board. The District shall provide CSEA and the President with one copy of all Board policies and administrative regulations relating to classified personnel and transmit changes accordingly, as they occur.

7.7 Physical Examination

A unit employee may be required by the Chancellor to be examined by a District-approved physician at any time at District expense.

7.8 Release Time

The CSEA chapter president or designee shall be given release time of a minimum of 16 hours per week. During this time the chapter president may meet with unit employees or District representatives in regard to employer-employee relations matters.

7.9 State Conference

The District shall grant the CSEA's authorized delegates (up to a maximum of six (6), five (5) days' paid leave for the purpose of attending CSEA's annual conference.

7.10 Contracting Out

The District may contract out classified work in accordance with Education Code Section 88003.1

7.11 Transfer of Bargaining Unit Work

All bargaining unit work currently performed by the classified service shall not be transferred to non-bargaining unit employees.

7.12 Board Policies

The District shall provide CSEA and the President with copies of all Board policies related to classified personnel and update them as needed.

7.13 Discrimination Prohibited

No unit employee shall be discriminated against because of race, color, national origin, religion, or marital status and to the extent prohibited by law. No person shall be discriminated against because of age, sex, physical condition, Vietnam-era veteran status, sexual orientation, handicap, or disability. Any employee who feels he/she has been discriminated against may file a complaint under the District's affirmative action complaint procedure. Any employee, upon request, may receive a copy of the District's affirmative action plan and complaint form. Discrimination complaints under this section are not grievable under Article 13 of this contract.

7.14 The CSEA Executive Board shall be granted release time to travel to Chapter meetings or for union business.

7.15 Job Stewards

The District recognizes the need and affirms the right of CSEA to designate Job Stewards from among classified employees in the unit. It is agreed that CSEA, in appointing such representatives does so for the purpose of promoting an effective relationship between the District and classified employees by helping to settle problems at the lowest level of supervision.

7.15.1 CSEA reserves the right to designate the number and method of selection of Job Stewards. Two (2) stewards shall be designated by CSEA as Grievance Chairpersons. CSEA shall provide the District with an up-to-date list of the names of the Job Stewards.

7.15.2 Job Stewards may schedule up to 16 hours each week to discuss possible grievances with unit employees or CSEA or to represent classified employees relative to the rights afforded under this Agreement.

7.15.3 A Job Steward shall be granted release time with pay to accompany a CAL - OSHA representative conducting an on site walk around safety inspection of any area, department, division, or other subdivision for which the Job Steward has responsibilities as a Job Steward.

7.15.4 Job Stewards are entitled to seek and obtain assistance from CSEA Staff Personnel through the CSEA President for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours, and terms and conditions of employment covered by this Agreement.

7.16 In the event any CSEA member is elected or appointed to a CSEA statewide office or committee, the District agrees to negotiate appropriate release time for that individual.



## ARTICLE 8

### EVALUATION PROCEDURES

#### 8.1 Frequency

8.1.1 Probationary employees shall be evaluated at the completion of their third (3rd), seventh (7th), and immediately prior to completion of their eleventh (11th) month of probationary service.

8.1.2 Permanent employees shall be evaluated every third year, on or about their anniversary date.

8.1.3 Probationary or permanent employees may be evaluated more frequently as determined by the District. No permanent employee shall be evaluated more frequently than every six (6) months.

#### 8.2 Evaluation Forms

8.2.1 Forms used for evaluation shall be prepared by the District and shall be considered a part of this Agreement (see Exhibit A).

#### 8.3 Evaluation Criteria

Evaluations shall be prepared by the immediate supervisor. The immediate supervisor must have supervised the permanent employee for a period of at least three (3) months prior to completing the evaluation.

#### 8.4 Evaluation Discussion

The completed evaluation form shall be shown to the employee being evaluated and each item discussed, with a minimum of thirty (30) minutes allocated to the employee to discuss the evaluation and ask or answer pertinent questions. Generally, evaluation discussions shall be conducted between the immediate supervisor and the employee, and a CSEA representative, should the employee request representation. If the immediate supervisor desires to have another person present, the immediate supervisor shall notify the employee at least seventy-two (72) hours in advance and advise him/her of their right to have a CSEA representative present. All evaluations shall be maintained in confidence.

#### 8.5 Negative Statements

Negative statements shall be followed by specific recommendations, time periods for improvement and provisions for assisting the employee in implementing any recommendations made.

## 8.6 Signature

The employee and his/her immediate supervisor shall sign the report. Signing the report does not indicate that the employee agrees or disagrees with the report, but merely that he/she has seen it. The employee shall be given a copy of the report at the conclusion of the meeting.

## 8.7 Comments

8.7.1 The employee shall be informed at the evaluation meeting of the right to prepare and attach to the evaluation any written comments deemed necessary.

8.7.2 The employee does not have a right to appeal or grieve the evaluation. The employee does have a right to write a rebuttal to the evaluation within thirty (30) calendar days of receipt of the evaluation. The written rebuttal will be attached to the evaluation and placed in the official personnel file.

## 8.8 Filing

All evaluations, along with any attached comments by the employee, shall be kept in confidence and filed in the employee's official personnel file.

## ARTICLE 9

### PERSONNEL FILES

#### 9.1 Official Personnel File

The official personnel file of each unit employee shall be maintained at the District central administration office. No adverse action shall be taken against a unit employee based upon written material which has not been provided to the employee before placing within the official personnel file, unless otherwise required by law.

#### 9.2 Procedures Regarding Derogatory Material

9.2.1 A unit employee shall be provided a copy of derogatory written material prior to the time such material is placed within the official personnel file.

9.2.2 Upon receipt of such derogatory written material, the employee shall have ten (10) working days to request a review of the written material. The request shall be submitted in writing to the appropriate administrator at the next higher level stating the employee's objections. The reviewing administrator shall determine whether the written material is appropriate, should be modified or whether no written material is warranted on the issue(s) contained in the document.

9.2.3 This review procedure is not applicable to performance evaluations.

9.2.4 The administrator's decision shall not be subject to grievance procedure.

#### 9.3 Employee Response

If the reviewing administrator determines that any written derogatory material shall be placed in the unit employee's personnel file, the employee shall be provided a copy of the derogatory written material prior to the time such material is placed within the official personnel file. The unit employee may, within thirty (30) calendar days of receipt attach a written response to the derogatory material for inclusion within the official file. The unit employee may, within the thirty (30) calendar day period, during working hours, write, review, initial, date, and return such copy to the Human Resources office.

#### 9.4 Right to Inspect and Copy

A unit employee shall have the right during the employee's non-working hours, to examine and have photocopied by Human Resources all materials (except for those obtained prior to employment or which were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination) contained within the official personnel file. Using the District's authorization form, a unit employee may name a designee to examine their personnel file and request photocopies

of the file. Advance appointments for examination may be required, and scheduled with District representatives. In the event the unit employee is turned away, he/she will be scheduled within two (2) working days.

9.5 Confidentiality

Official personnel files are considered confidential and are available for review only to those persons having a legal right or authorization to inspect.

9.6 Examination of File

District shall have a representative present when any official personnel file is examined.

9.7 Log of Inspection

The District shall keep a log in each unit employee's personnel file indicating the person or persons who have examined the file and the date such examinations were made. The log shall be maintained in the employee's official personnel file. Such log and the employee's personnel file shall be available for examination by the employee or the employee's designee.

## **ARTICLE 10**

### **LEAVES**

#### **10.1 Bereavement Leave**

Unit employees shall be granted, without loss of salary or other benefits, five (5) days leave of absence due to the death of the employee's spouse, parent or child,

10.1.1 Unit employees shall be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, five (5) working days if two hundred miles' travel in one direction is required, upon the death of any member of the employee's immediate family except as noted in 10.1.

10.1.2 "Member of the immediate family," as used in this section, means blood, step and foster relations limited to the parents, grandparent, grandchild, spouse, child, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, of the employee or his/her spouse or any person living in the employee's household excluding strictly landlord/tenant relationships.

#### **10.2 Jury Duty**

10.2.1 When called for jury duty in the manner provided by law, unit employees shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.

10.2.2 Request for jury duty leave should be made by presenting as soon as possible the official court summons to the unit employee's immediate supervisor and the District payroll office through regular administrative channels.

10.2.3 Reimbursement to the District of any monies earned as a juror, except meals, mileage, and/or parking allowance, may be made by the unit employee. In the absence of each reimbursement, the District shall deduct from the employee's wages the equivalent of monies earned as a juror.

10.2.4 A unit employee called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

10.2.5 Unit employees are required to report to work during any day in which jury services over four (4) hours are not required. Employees shall be excused from four (4) hours of work for any assigned shift in such cases.

- 10.2.5.1 Employees are not required to report to work for any assigned shift during any day in which jury services for more than four (4) hours are required.

### 10.3 Personal Necessity Leave

- 10.3.1 A unit employee may be granted a maximum of seven (7) days' leave of absence in any school year without loss of pay, in cases of personal necessity. Such leaves shall be deducted from the employee's accumulated sick leave.
- 10.3.2 Personal necessity leave specifically does not include any recreational use nor any use related to present or prospective employment. Necessity leave must meet one of the following qualifications:
  - 10.3.2.1 Leave request is on matters of compelling personal importance which cannot be accomplished other than during the employee's regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.
  - 10.3.2.2 Leave request is caused by serious illness or death of a member of the immediate family; an accident involving his/her person or property, or, the person or property of a member of his/her immediate family; or appearance in court as a litigant or a witness under official order except as a witness adverse to the District or as a litigant in an action adverse to the District.
  - 10.3.3 Personal Necessity leave must be requested at least five (5) calendar days in advance and approved by the appropriate administrator, who also reserves the right to verify such request by an appropriate means. The requirement for five days notification and approval shall not be mandatory if the nature of the personal necessity precludes advance notice or permission or in the case of death or serious illness of a member of the unit employee's immediate family, or an accident involving his person or property, or the person or property of a member of the unit employee's immediate family.
  - 10.3.4 "Immediate family" will be interpreted to mean blood, step, and foster relations limited to the parents, grandparent, grandchild, spouse, child, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, of the employee or his/her spouse or any person living in the employee's household excluding strictly landlord/tenant relationships.

#### 10.4 Conference or In-Service Training

Upon application, the Chancellor or designee, may grant to a unit employee leave with pay (unless otherwise stipulated prior to attendance) for educational conference or in-service training which, in the sole discretion of management, will improve District operations or the ability of the unit employee to more effectively perform their duties. All conference requests must be approved or denied within 10 working days by the appropriate administrator on the conference request form.

#### 10.5 Industrial Accident or Illness Leave

10.5.1 Unit employees shall receive sixty (60) days' leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the employee becomes ill or is injured while he/she is serving the District.

10.5.2 Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining for the same illness or injury at the end of the fiscal year in which the injury or illness occurred.

10.5.3 After the sixty (60) days has been exhausted, the following leave time may be used for additional leave. At the employee's option, leave may be used in the following order:

- a. accrued sick leave
- b. compensatory time
- c. vacation
- d. extended sick leave

10.5.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.

10.5.5 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the State Education Code. When entitlement to industrial accident or illness has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving worker's compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensation time, vacation, or other available leave, which when added to the worker's compensation award, provides for a full day's wage or salary.

- 10.5.6 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 10.5.7 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the employee may endorse to the District wage loss benefit checks received under the worker's compensation laws of this state. In the absence of such endorsements, the District shall deduct from the employee's wages the equivalent of the amount for such wage loss benefit checks. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 10.5.8 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she may be placed in another available position in which he/she is medically able to assume the duties and meets the minimum qualifications. He/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) months period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. The District shall require certification by the attending physician that the employee is medically able to perform the duties of his/her position.
- 10.5.9 Any employee receiving benefits provided in this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

## 10.6 Sick Leave

- 10.6.1 Unit employees employed five (5) days a week shall be entitled to twelve (12) days of leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the commencement of employment or at the start of each succeeding fiscal year (July 1) to salaried employees. Fractional assignments, including 19 hours or less, shall receive proportionate leave entitlement.



- 10.6.2 Unit employees employed five (5) days a week or less than a full fiscal year are entitled to that portion of twelve (12) days' leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 10.6.3 Unit employees employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days' leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 10.6.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit employee been on a paid status during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. New unit employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under the policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.
- 10.6.5 If the unit employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 10.6.6 Sick leave may be used for visits to medical doctors, dentists, optometrists, oculists, chiropodists, chiropractors, psychiatrists, and Christian Science practitioners. Upon approval of the immediate administrator, such leave shall be reasonably scheduled so as to interfere as little as possible with the operations of the District and shall be of reasonable duration.
- 10.6.7 All sick leave absence or use shall be reported in writing to the Chancellor or designee. When abuse of sick leave is suspected, or excessive over a period of time, the District reserves the right to require medical verification for any illness. The medical verification from the doctor shall include the necessity for absence from work based on the illness and length of time employees will be unable to return to work.
- 10.6.8 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
- 10.6.9 Unit employees must be in active employment or on paid leave to earn sick leave. Employees on extended illness leave are eligible to earn sick leave. Sick leave may be used only on those days when the employee is required to report for duty but cannot do so because of illness or injury. Employees who become ill or injured but are not required to report, such as those on leave or vacation,

may use sick leave credits without a return to active service, provided the employee furnishes adequate notice, relevant supporting information, and/or verification of illness or injury forming the basis for such interruption or termination.

- 10.6.10 Where a unit employee is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of twelve (12) days' leave as the number of months in the fiscal year he/she was employed bears to twelve (12).
- 10.6.11 Sick leave shall not be earned when a unit employee is on leave without pay. Sick leave shall be earned for all paid leaves.
- 10.6.12 Any sick leave benefits earned but unused on the date of retirement shall be converted to retirement credit in accordance with Government Code Section 20862.5, or, its successor.
- 10.6.13 When a unit employee is absent due to illness or injury, he/she shall notify his/her immediate supervisor or designee no later than one hour after the employee's normal starting time for the shift, unless circumstances beyond the employee's control make such notification impossible. The employee shall notify his/her immediate supervisor or designee for each day of absence unless medical verification has been provided citing the number of days off or a return to work date.
- 10.6.14 Any classified employee with one (1) year or more of employment in another school district, Community College District, or County Superintendent's Office in California shall be entitled to transfer the classified employee's total unused balance of earned sick leave, as long as employment occurs within one (1) year of termination, subject to verification by the former employer.

## 10.7 Extended Sick Leave

Employee shall be given the option of using vacation or comp-time to extend sick leave prior to employee being placed on extended sick leave.

- 10.7.1 A unit employee whose sick leave, including both current and accrued, has been exhausted, and, where the total of such sick leave used in a given fiscal year is less than one hundred (100) working days, shall be entitled to and be compensated at, fifty percent (50%) of his/her regular daily rate of pay for the balance of one hundred (100) days. A unit employee shall be required to present a doctor's statement stating the anticipated date the employee will be able to return to full-time service to qualify for this extended leave benefit.

10.7.2 In the event of a catastrophic illness or injury, participating unit employees who have exhausted all regular and extended sick leave, vacation and compensatory time, may utilize a maximum of 100 days from the Catastrophic Leave Bank subject to mutual approval by the District and CSEA. The compensation shall be at fifty-percent (50%) of his/her daily rate. Unit employees become a participant by contributing sick leave or vacation leave to the bank. A unit employee shall be required to present a doctor's statement stating the anticipated date the employee will be able to return to full time service to qualify for this extended leave benefit.

Employees may donate a minimum of one (1) day and a maximum of ten (10) days of sick leave or vacation leave per year. Upon separation from the district employees shall be allowed to donate all unused sick leave to the bank. Employees shall be given the opportunity to contribute upon employment, and thereafter in May and November of each year. (See Human Resources for procedures).

Employees must donate in order to use the illness bank.

In case of severe financial hardship, the District, by mutual agreement of the Chancellor and CSEA, may provide the benefits in this section concurrently with the benefits in 10.7.1.

10.7.3 When employees or a member of their immediate family (Article 10.3.4) have an accident or illness requiring employee's absence from work, and that absence would extend beyond all earned leave available, employee may request assistance from unit members through CSEA. Subject to mutual approval by Human Resources and CSEA a request for assistance shall be sent to applicable employees by Human Resources. Unit employees may voluntarily contribute vacation leave to assist employee. Should the employee not require all the leave contributed, the hours not used by employee shall be contributed to the catastrophic leave bank and credited to the employee receiving the assistance.

## 10.8 Maternity Leave

The District shall grant maternity leave in compliance with Government Code Section 12985.

## 10.9 Military Leave

Military leave shall be granted in accordance with current law.

## 10.10 Unpaid Leave

Unit employees may apply for unpaid leave at any time. The District may grant such leave provided the employee's services are not needed or required by the District for the period of leave time desired, as determined solely by the District. When a classified employee is on a leave of absence without pay, the employee shall be allowed to pay the premiums, at the COBRA rate, to keep the employee and employee's dependant's group health insurance in effect.

#### 10.11 Family Leave

Employees shall be entitled to Family Leave as set forth in the Family Medical Leave Act. For the purposes of establishing Family and Medical Leave Act entitlement, the leave year shall be the fiscal year commencing July 1 and ending June 30.

Employees shall be allowed to use up to one-half of their annual sick leave allocation (6 days) to care for an ill child, parent or spouse (AB109). Hourly/on-going employees shall receive prorated benefits.

#### 10.12 Voluntary Furlough

A unit employee may apply for a reduction of his/her assigned hours per week as a voluntary furlough. The District may grant such leave provided the employee's services are not needed or required by the district for the period of furlough time desired, as determined solely by the District. A request by an employee to reduce the number of work weeks per month or work months per year shall not be considered a voluntary furlough and shall be handled under the other leave provisions of this article.

10.12.1 The unit member may apply for a voluntary furlough at any time. The term of the furlough may not extend beyond the end of the current fiscal year without being renewed by the unit member and the District.

10.12.2 The unit member's compensation shall be reduced proportionately for the term of the furlough.

10.12.3 Employee benefits, including health and welfare, sick leave, and vacation shall remain in effect as though the employee was working his/her regular schedule.

10.12.4 Eligibility for paid holidays will be handled in accordance with Education Code 88203. Employees must be in paid status during any portion of the working day immediately preceding or succeeding the holiday to be eligible for holiday pay.

10.12.5 For the purposes of calculating seniority, a unit member participating in a furlough shall be treated as if his/her assignment had not been reduced.

10.12.6 The furlough may be terminated at any time by mutual agreement of the unit member and the District. The unit member may unilaterally terminate the furlough in the event of hardship. Hardships are defined as:

1. Death of a spouse
2. Divorce
3. Spouse's loss of employment
4. Economic hardship beyond the control of the unit member.

## ARTICLE 11

### HOLIDAY LEAVE

- 11.1 Unit employees shall be entitled to the following holidays with pay provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

Independence Day	New Year's Day
Labor Day	Martin Luther King, Jr. Day
Veteran's Day	Lincoln's Birthday
Thanksgiving	President's Day
Day after Thanksgiving Day	Cesar Chavez Day
Christmas Week (5 days)***	**Spring Break (2 days)
	Memorial Day

\*\*\*Unit employees shall also receive December 31, 2012 as a one-time additional holiday.

\*\*Any employee who is required to work on one or more of these days, (e.g. employees working in maintenance, custodial and safety classification) shall be given a floating holiday for each day worked, which shall be used on a date mutually agreed to between employee and supervisor.

Employees who work a 4/40, 9/80, or 36/4 workweek shall be allowed to use earned comp time, earned vacation, or excused absence without pay for the extra (1) or (2) hours that goes beyond the holiday time of eight (8) hours.

Hourly on-going employees entitled to holiday pay shall be paid the holiday by one of the following methods:

- a. Employees who would work the holiday shall receive compensation in the amount to which the employee would have been entitled had the employee worked that day.
  - b. Employees who work the day before or the day after the holiday shall receive compensation based on the hours worked the day before or the day after.
  - c. Employees who work the day before and the day after a holiday shall receive compensation based on a pro-rata average of these two days.
- 11.2 Holidays will be determined in the calendar development process as provided by Education Code. Holidays are counted as eight (8) hour days.
- 11.3 Should a holiday as enumerated above or any other designated by the governing board as a public holiday occur while a unit employee is absent from work because of sick leave,

vacation, or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from his/her other paid leave of absence.

- 11.4 Unit employees working a 5-day workweek shall be entitled to the same number of holidays, regardless of whether they work Monday through Friday or some other workweek such as Tuesday through Saturday. When a holiday falls on a non-work day for an employee working other than Monday through Friday and the holiday is one of those enumerated above, that employee is entitled to an additional day off with pay.
- 11.5 A unit employee required by his/her supervisor to work on a holiday shall receive time-and-a-half pay in addition to his/her regular day's pay for work on the holiday. If the employee does work and is paid overtime for working a holiday, he/she shall not receive an additional day off.
- 11.6 School recesses during the winter and spring periods shall not be considered holidays for unit employees who are not normally required to work during that period.
- 11.7 Unit employees who are not normally assigned to duty during the school holidays of the winter recess shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period, in accordance with 11.1 above.
- 11.8 Additional Holidays: Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, which mandates the closure of the district's colleges or any day declared a holiday by the governing board shall be paid holidays for all unit employees.

## ARTICLE 12

### VACATION LEAVE

- 12.1 Unit employees are entitled to vacation allowance with pay. Vacation entitlement shall be established as the first (1st) of the month of employment if employed between the first (1st) and fifteenth (15th) calendar date of that month or the first (1st) of the following month if employed on or after the sixteenth (16th) calendar date of the month.
- 12.2 Any paid holiday to which an employee is entitled shall not be charged as a day of vacation.
- 12.3 A unit employee who becomes seriously ill, or is injured during his/her scheduled vacation period, with "medical verification," may request that the time be deducted from his/her earned sick leave and the vacation period be rescheduled at a later date or be extended.
- 12.4 The request to the Chancellor or designee shall be accompanied by a statement of a licensed physician to be submitted upon employee's return to work stating that the employee was unable to continue his/her scheduled vacation on the dates indicated.
- 12.5 Hourly on-going employees shall be entitled to vacation allowance at the same ratio as their work schedule bears to the allowance of the salaried employee. Employees may accrue up to fifty-seven (57) hours of vacation leave. In no case, however, may an employee accrue more than fifty-seven (57) hours vacation effective July 1, 2003. Each spring, employees who have projected vacation leave balances above the accrual limit will receive written notification from the District. It is the responsibility of the employee to schedule vacation days after receiving their notification in order for additional vacation time to accrue up to the fifty-seven (57) hours. If an employee is prevented by District action from taking vacation accrued in excess of fifty-seven (57) hours, such excess shall be paid by the District.
- 12.6 A unit employee must work or be on paid leave of absence in order to earn full vacation leave for that month. An employee in a paid status for less than a month shall accrue vacation at the ratio calculated for each hour of paid service as their allowance would be on a regular work basis.
- 12.7 When a unit employee with accrued vacation leave is separated from the District, he/she shall be paid for the accrued vacation at his/her current rate of pay.
- 12.8 Vacation leave may, with the approval of the District, be taken at any time during the school year after it has been earned. If the unit employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year. Each spring, employees who have projected vacation leave balances above the accrual limit will receive written notification from the District. It is the responsibility of the employee



to schedule vacation days after receiving their notification in order to insure that his/her vacation balance does not exceed fifty-four (54) days at the end of the fiscal year. If an employee is prevented by District action from taking vacation accrued in excess of fifty-four (54) day limit, such excess shall be paid by the District.

- 12.9 All vacation leave must be approved or denied by the District within fifteen (15) working days from the date submitted by the employee. Vacation shall be approved on a first come, first approve basis. If vacation requests are received on the same date requesting the same vacation dates, the most senior employee within the department shall be given preference.

In the event any vacation is denied, the immediate supervisor must provide a written explanation of the denial prior to the first day of vacation requested or within fifteen (15) days of the date the request is submitted whichever occurs earlier.

- 12.10 Vacation Rates:

Zero to 60 months of service	=	1 day/month = 8 hours
61 to 120 months of service	=	1.5 days/month = 12 hours
121+ months of service	=	2 days/month = 16 hours

- 12.11 No unit employee may normally take vacation leave in excess of twenty (20) consecutive working days without having scheduled the leave in advance with approval of the District.
- 12.12 When an employee requests, vacation leave shall be used to extend sick leave.
- 12.13 The District shall provide a written statement of accrued vacation leave time to each permanent employee annually

## ARTICLE 13

### GRIEVANCE PROCEDURE

#### 13.1 Definitions

- A. Grievance - a formal written allegation by a unit employee aggrieved of a violation of a specific article, section, or provision of this Agreement.
  - 1. "Grievance," as defined in this Agreement, shall be brought only through this procedure.
  - 2. Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations and procedures not contained within this Agreement, must be undertaken under separate processes.
- B. Grievant - any unit employee or the exclusive bargaining representative covered by the terms of this Agreement who is aggrieved.
- C. Day - a "day" (for purposes of this "Grievance" Article) any day on which the central administrative office of the District is regularly open for business.
- D. Immediate Supervisor - the immediate supervisor is the first (1st) District-designated supervisor or manager, not within the same bargaining unit, who has immediate jurisdiction over the grievant.

#### 13.2 Time Limits

- A. Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure.
- B. District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- C. Time is of the essence in all processing of grievances.
- D. Time or procedural steps may be waived at any step by mutual agreement of CSEA and the District.

#### 13.3 Other Provisions

- A. Unit Employee Rights - No probationary employee may use this Grievance Procedure in any way to appeal discharge. No employee shall use this Grievance Procedure to appeal any Board decision if such decision is a result of a State or federal regulatory commission or agency, or State or federal law decision.

B. The Grievant may be represented by an employee job representative at Level I, and by a CSEA representative at all subsequent levels.

C. Grievance Processing - Limits

1. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Grievance Procedure.
2. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the grievant knew about more than ninety (90) days prior to notification at Level I with the immediate supervisor shall not be processed by the District. Requests for necessary and relevant information by the grievant and/or bargaining unit shall cause the 90-day time limit to toll until the information is provided to the requestor.

13.4 Procedural Steps

Level I - Oral

- A. Within thirty (30) days of the time an employee knew of an alleged grievance, the grievant shall orally discuss with the immediate supervisor/manager, or designee, the alleged grievance.
- B. If a satisfactory resolution is not reached within three (3) days of the oral discussion, the grievant shall present, within five (5) days thereafter, on the District grievance form attached hereto and incorporated herein as "Exhibit B," the grievance in writing to the immediate supervisor/manager, or designee, as applicable.

Level II - Written

- A. The immediate supervisor/manager, or designee, as applicable, shall communicate the decision to the grievant in writing on the grievance form within five (5) days from receipt of the written grievance from Level I.

Each Article or Section being denied shall have a written response to each stating the reason for denial.

- B. The immediate supervisor/manager, or designee, as applicable, or the grievant, may request another conference to discuss the grievance within the above time limits.

Level III - Administrator/Management

- A. In the event the grievant is not satisfied with the decision at Level II, the decision may be appealed on the grievance form to the next higher manager, or designee, within five (5) days.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and reason for appeal.
- C. The next higher manager, or designee, shall hold a conference with the grievant, and communicate the decision to the grievant in writing on the grievance form within ten (10) days of receiving the appeal.

#### Level IV - President/Vice Chancellor

- A. If the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision in writing within five (5) days to the appropriate President/Vice Chancellor or designee.
- B. The appeal shall include a copy of the original grievance and appeals with decision rendered, and reasons for the appeal.
- C. The appropriate President/Vice Chancellor or designee, shall hold a conference with the grievant, and communicate the decision in writing to the grievant within ten (10) days of receiving the appeal.

#### Level V - Chancellor

- A. In the event the grievant is not satisfied with the decision at Level IV, the decision may be appealed on the appropriate District form to the Chancellor, with or without the concurrence and participation of CSEA within five (5) days.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decisions rendered, and reasons for the appeal.
- C. Where the grievant appeals to the Chancellor, he/she shall communicate the decision to the grievant, in writing, within fifteen (15) days of receiving the appeal. The Chancellor may hold a conference with the grievant within the above time limits.

#### Level VI - Arbitration

- A. Where the grievant and CSEA wish to proceed to arbitration, a request shall be made to the Human Resources Office within five (5) days of receipt of the Chancellor's decision. Should CSEA and the District be unable to mutually agree on the selection of an arbitrator, then,

1. The Human Resources Office shall request a list of arbitrators from the State Mediation and Conciliation Service.
2. Within five (5) days of receipt of the list, a representative of the District and a representative of CSEA shall alternately strike names from the list until only one name remains.
3. Upon receiving the request to move to arbitration, the Human Resources Office shall contact the selected arbitrator to schedule a hearing at the earliest convenience of the arbitrator. The parties agree to schedule the arbitration hearing within three (3) months of the request for arbitration.

For the purpose of this section, to schedule arbitration means that the parties will contact the mutually selected arbitrator and request confirmation of a scheduled date for the arbitrator. Every effort will be made to schedule the arbitration hearing within three (3) months of the request for arbitration. Through mutual agreement, the hearing may be extended beyond the three (3) month period of time.

4. Arbitrator expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other who are not district employees.

Unit employees shall not suffer loss of compensation for time spent during regular duty hours as a grievant, representative, or witness at a hearing held pursuant to this Procedure; however, no more than four (4) employees may participate in any one (1) grievance during working hours, whether grievant, representatives, or witnesses, unless otherwise approved in advance by the District.

5. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If either party so requests, the arbitrators shall specifically rule upon the arbitrability of issues. If the parties cannot agree upon a statement of the issue to be arbitrated, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
6. The District and CSEA agree that the jurisdiction and authority of the arbitrator may only render a decision on the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

7. After a hearing and after both parties have had an opportunity to make written or oral arguments, the arbitrator shall submit in writing, to all parties, his or her findings and award. The award of the arbitrator shall be binding on the Board of Trustees.

B. Arbitrator's Recommendation

1. The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days elapses from receipt to the Board meeting.
2. The Board may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by all parties.

## ARTICLE 14

### WAGES AND HOURS

#### 14.1 Salary

The salary schedule for 2012/2013 shall be increased by 1% effective July 1, 2012. The part-time schedule shall be adjusted to parity with the first step of the full-time salary schedule effective July 1, 2007.

In subsequent years, should any other bargaining unit receive an increase in salary or any other form of compensation based on the faculty ranking system currently utilized by the District, the District agrees to reopen salary negotiations with CSEA.

#### 14.2 Work Week

The established work week for unit employees shall be from 12:01 a.m. Sunday to 12:00 Midnight the following Saturday.

Unit employees of the Rancho Santiago Community College District may select one of the following unit schedules by agreement with their supervisor.

- a. 9/80 work schedule, consisting of nine hours per day, 80 hours per two weeks consisting of eight 9 hour days and one 8 hour day.
- b. 36/4 work schedule, consisting of four 9 hour work days and one 4 hour work day as follows: Monday through Thursday 9 hours a day, 4 hours on Friday.
- c. 4/40 work schedule, consisting of 4 days per week, 10 hours a day.
- d. 5/40 work schedule, 5 days per week, 8 hours a day.

14.2.1 For unit employees working the 9/80, 36/4 or 4/40 work schedules, overtime shall be earned after 9 hours per day under the 9/80 or 36/4 schedules, and 10 hours under the 4/40 work schedule.

14.2.2 The work week shall be defined so that no employee will be required to work more than 40 hours during any given work week, without the payment of overtime.

14.2.3 Holiday leave is granted based upon eight (8) hours equaling a day. Hours absent due to sick leave, vacation, personal necessity, and bereavement leave are subtracted from accrued/granted hours based upon actual hours absent due to illness, personal necessity, vacation, or bereavement leave.

### 14.3 Work Schedules

14.3.1 Work schedules may be adjusted during any day or week in order to meet District requirements; however, an employee will be notified of any change in hours or schedule as far in advance as is possible.

CSEA reserves the right to meet and confer over any work schedule change of an employee prior to implementation.

14.3.2 Employees working less than twelve (12) months per year shall be provided their work schedule at the time of initial hire. Hourly/on-going employees shall be provided a schedule of work hours at the time of hire.

14.3.3 It is understood that when a new shift is created for a classification and the intent is to fill the position with existing staff the most senior employees shall be given their preferences. Seniority shall be based upon District seniority within the classification.

14.3.4 If an opening on a particular shift should occur, and the intent is to use existing staff, the employee with the greatest seniority shall be given first choice to move to the vacant shift. The district shall assign the least senior person in the classification, should there be no volunteers.

### 14.4 Swing/Graveyard

14.4.1 All salaried employees scheduled on a regular basis with one-half ( $\frac{1}{2}$ ) or more of the daily hours between 5:00 p.m. and 12:00 a.m. shall receive additional monthly pay of five percent (5%) and shall be employed, with Board approval, at the differential rate (Swing).

All salaried employees on a regular scheduled basis with one-half ( $\frac{1}{2}$ ) or more of the daily hours between 12:00 a.m. and 6:00 a.m. shall receive additional monthly pay of seven and one-half percent ( $7\frac{1}{2}\%$ ) and shall be employed, with Board approval at the differential rate (Graveyard).

14.4.2 All salaried employees whose workweek includes days which do not qualify for night differential pay shall receive differential pay for those shifts which include one-half ( $\frac{1}{2}$ ) or more of the daily hours between 5:00 p.m. and 6:00 a.m.

### 14.5 Hours Worked

For purposes of computing the hours worked, time during which the unit employee is excused from work because of holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the unit employee.



## 14.6 Overtime

14.6.1 Unit employees shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for overtime.

14.6.2 Overtime includes:

Holidays - Work on a holiday whether as part of the member's normal workweek or as required and authorized by his/her supervisor. Employees shall receive holiday pay equal to the hours worked at straight time plus the hours worked at the overtime (1½) rate.

Days - Work in excess of eight (8) hours if regularly scheduled for a five (5) days week or ten (10) hours if regularly scheduled for a four (4) day week in any one (1) day or in excess of forty (40) hours during any work week, except for those classifications subject to fluctuations in daily working hours exempted by action of the Board of Trustees.

Hourly On-going - Hourly on-going employees working four (4) hours or more for five (5) consecutive days, on the sixth (6th) and seventh (7th) day; hourly on-going employees working less than four (4) hours for five (5) consecutive days, on the seventh (7th) day. All hours worked beyond eight (8) consecutive hours shall be paid at the rate of one and one-half (1½) times the regular rate of pay for overtime or employees shall receive compensatory time at the rate of one and one-half (1½) times the overtime hours worked.

14.6.3 Overtime pay shall be in addition to any pay received for defined holidays.

14.6.4 All overtime must receive prior approval from the immediate supervisor or appropriate administrator. Any compensation denied for overtime worked may be appealed by the unit member to the next level supervisor.

14.6.5 Overtime may be required if volunteers are not available, for temporary need.

14.6.6 Scheduled overtime shall be offered on a rotation basis to all employees within their respective departments who are qualified to perform the respective assignments. Scheduled overtime shall be identified as overtime in which the district had knowledge of the required work prior to the need. If an unforeseen event occurs resulting in less than the equivalent to one shift's notice to the District (i.e. sick call less than 1 shift in advance of scheduled hours) occurs, the District shall not be bound by the rotation requirements. A list of all full-time employees within each department shall be created and used for offering overtime on a rotation basis. This list shall remain constant with new employees being added to the bottom of the list in the order hired. No employee shall be removed

from the list until the Board of Trustees has approved a permanent status change of title or site. Employees who are on leave when overtime is offered shall be deemed as not available and the next person on the list shall be offered the overtime. Employees engaged in an on-going task requiring overtime may be assigned the overtime in lieu of the rotational list. It is understood that on-site employees shall be offered the overtime prior to going to off site employees.

The overtime schedule of hours worked shall be posted and made available to all employees. Upon request, the supervisor shall provide the unit member with a written statement of reasons for non-selection of any overtime assignment.

14.6.7 Unit employees contacted at home or other off-site location, either by or at the direction of a supervisor or other authorized administrator, shall be eligible for overtime compensation in fifteen (15) minute increments at a minimum of thirty (30) minutes, if required to perform services for the District over the telephone, via computer, or other forms of electronic communication. This section is not intended to confer eligibility for overtime to employees who are contacted via telephone for minor or routine questions.

#### 14.7 Compensatory Time

Unit employees at the time of overtime assignment shall be granted upon request compensatory time off in lieu of cash payment, for overtime subject to the annual maximum prescribed in the federal Fair Labor Standards Act. Compensatory time off shall be earned at the rate of one and one-half (1½) hours for each hour of overtime worked. All overtime must receive prior approval from the immediate supervisor.

Approved and earned compensatory time may be used to extend vacation and/or sick leave. Such compensatory time off shall be requested by the employee and taken within twelve (12) calendar months following the month in which the overtime was worked. Management shall make every effort to accommodate the date(s) requested by the employee provided the request does not impair services rendered by the District. An employee may not accrue more than two hundred forty (240) hours of compensatory time; all overtime worked once the employee has accrued two hundred forty (240) hours shall be paid overtime. In the event the District prevents the employee from taking the compensatory time off in the time frame stated above, the District shall pay the employee for such time it prevented the employee from taking.

#### 14.8 Lunch Periods

Unit employees employed five (5) or more hours per day shall receive an unpaid lunch period of a minimum of one-half (½) hour and a maximum of one (1) hour at the approximate midpoint of their workday in accordance with their regular assignment and classification.

14.8.1 The employee may take his/her lunch period at a more convenient time with the consent of the designated supervisor or administrator.

#### 14.9 Rest Periods

Employees are entitled to one (1) fifteen (15) minute rest period within each four hours of continuous work as scheduled by their designated supervisor or administrator. Rest breaks are normally noncumulative and may not normally be taken during the first or last hour of the work day, or immediately prior to or after the lunch period without advance approval of the designated supervisor or administrator.

#### 14.10 Frequency of Compensation

Unless hindered by events beyond the District's control and in accordance with the published Orange County Department of Education Time Schedule for School Payrolls:

14.10.1 All salaried employees shall be paid on the 10th and 25th of the month, unless that day falls on a holiday or weekend. If this should occur, the employee shall be paid on the last working day before the 10th or 25th.

14.10.2 Payroll issue dates shall be in accordance with the published Orange County Department of Education Time Schedule for School Payrolls.

14.10.3 Repayment of Overpayment - In the event of an overpayment to a unit employee, the District agrees to make every effort to work out an acceptable repayment plan with the affected employee. If the overpayment is for an amount more than \$100, and the employee and District are unable to agree on a repayment plan, the District agrees not to withhold more than 10% of the amount owed from each paycheck until such overpayment is repaid.

14.10.4 Any payroll error resulting in insufficient payment for a classified employee shall be corrected, and a supplemental check issued, within five (5) days after discovery of the error or the classified employee provides notice to the payroll department, whichever occurs first.

#### 14.11 Temporary Assignment to a Higher Class

When a unit employee is temporarily assigned to a higher classification for more than three (3) days within a fifteen (15) day period, the employee will have his/her salary adjusted for the entire period he/she is required to work in that higher classification. He/she shall receive at least a 5% increase.

#### 14.12 Call Back

If called back to work after the normal workday, or on a day when the employee is not scheduled to work, the employee will receive at least three (3) hours compensation at the appropriate rate of pay.

#### 14.13 Fringe Benefits of Hourly On-Going Employees

Hourly on-going employees who work a minimum of thirty (30) minutes per day in excess of his/her hourly assignment for a period of twenty (20) consecutive work days or more shall have his/her basic assignment changed to reflect longer hours in order to acquire fringe benefits on a properly prorated basis.

#### 14.14 Positions Requiring Bilingual Ability

Any position which is designated as requiring the ability to speak English and one or more other languages shall receive additional monthly pay of two and one-half percent (2½%) and shall be employed with Board approval at the differential rate. The District shall consult with CSEA if it is determined that a position no longer requires bilingual ability.

These provisions do not prevent employees from using bilingual abilities on an incidental basis. It is understood that because an employee is bilingual does not mean that they will receive a stipend, but rather, management will determine the appropriate stipend based on the needs of the District.

#### 14.15 Appointment and Step Advancement

Effective 7/1/90, new unit employees will be appointed to the first (1st) step of the level to which appointment is made. Movement to step two (2) and succeeding steps will occur July 1 of each year (one step per year). All current salaried employees who are due a step increase between July 1, 1990, and June 30, 1991, will receive said step increase effective July 1, 1990. An employee who completes sixty percent (60%) of the assigned work year in a classification shall be eligible for a step movement the following July 1st. This sixty percent (60%) requirement applies to new hires and promotional appointments. This provision applies to positions of twenty (20) hours or more per week only.

The District in its sole discretion shall have the authority to place new salaried employees at a step higher than step one (1), where necessary for recruitment purposes. Movement will be made each succeeding July 1 (one step per year). An employee who completes sixty percent (60%) of the assigned work year in a classification shall be eligible for a step movement the following July 1st. This sixty percent 60% requirement applies to new hires and promotional appointments. This provision applies to positions of twenty (20) hours or more per week only.

An employee who has not completed sixty percent (60%) of his/her assigned work year in a classification by July 1st shall be eligible for a step increase the following July 1st retroactive back to the employee's 13th month of employment.

#### 14.16 Longevity Pay

Longevity pay of two and one-half percent (2½%) shall be awarded to all classified unit employees on the first (1st) day of the month following the completion of ten (10) years of service from the initial hire date. An additional two and one-half percent (2½%) shall be awarded employees on the first day of the month following the completion of fifteen (15) years of service from initial hire date. An additional two and one-half percent (2½%) shall be awarded employees on the first (1st) day of the month following the completion of eighteen (18) years of service from initial hire date. An additional two and one-half (2½%) shall be awarded employees on the first day of the month following the completion of thirty (30) years of service from initial hire date.

#### 14.17 Change in Position Due to Promotion or Reclassification

Notwithstanding the provisions for step advancement as stated in section 14.11, any employee who is promoted or reclassified to a position in a grade having a higher salary range shall be placed on a step that affords at least five percent (5%) additional compensation as of the date upon which the appointment becomes effective. Such employees shall be granted a step increase at the end of one (1) year of service in the higher grade and shall be granted additional step increases every twelve (12) months thereafter up to a maximum of step six (6). All employees who are promoted to a higher grade will be considered on probation in the higher grade for the first six (6) months of service, but shall retain permanent status in the former grade.

#### 14.18 Special Classes

Unit employees required to attend any training or required classes after their initial hiring date shall be compensated for such hours of classes required and reimbursed for any and all fees.

14.18.1 The District shall train unit employees in the safe and proper use of equipment, materials, and/or chemicals that they are required to use.

14.18.2 If a unit employee is required by the District to attend a class, the District shall reimburse the employee for any required textbooks and any other required costs mandated by the class. Proof of expenditure and necessity of such expenditure must be provided in writing to the District prior to reimbursement. Prior to taking the required class, the employee shall secure necessary signatures on the appropriate District form. Forms may be picked up at the Human Resources Office.

14.19 Hourly On-Going Employees Working Nineteen (19) Hours or Less Per Week

- 14.19.1 Prorated vacation accrual, sick leave, and paid holidays for eligible employees will be provided effective July 1, 1984.
- 14.19.2 Employees working in 1984/85 who were classified employees in 1983/84 will receive retroactive vacation and holiday credit for 1983/84 on the following basis:
  - a. Vacation accrual as earned;
  - b. Ten (10) days maximum holiday credit prorated on the basis of number of hours worked during the month of March, 1984; hours to be credited to vacation accrual.
  - c. Notification of accumulated vacation and sick leave for the current year will be provided at least once each year.

14.20 Social Security Alternative For Hourly On-Going Employees

Effective January 1, 1998, all hourly on-going employees who are not members of The Public Employers' Retirement System (PERS) shall be enrolled in the Public Agency Retirement System (PARS) in lieu of social security. The hourly on-going employee shall contribute 6.2% of his/her earnings to this plan and the District shall contribute an amount equal to 1.3% of the hourly/on-going employees earnings to this plan. All administrative costs associated with this plan shall be paid from the 1.3% District contribution. If the administrative costs associated with this plan exceed the amount contributed by the District, the District shall pay those additional costs.

## ARTICLE 15

### **DISTRICT SAFETY DEPARTMENT**

15.1 The Standard Operation Procedures (SOP) and Clarification on Security and Safety Issues signed by the parties March, 1991, as amended, is incorporated herein by reference. All other provisions of this Agreement are applicable to employees in the Safety Department.

15.2 **Shift Assignments**

Shift assignments for all District Safety Officers and Senior District Safety Officers shall be made on a seniority basis, the most senior employees to be given their preferences. Seniority shall be based upon District seniority within the classification and hours of assignment (e.g. forty (40) hours per week, nineteen (19) hours per week, etc.). (Last continuous date of hire with the District based upon the assigned group.) Once shift assignments have been made, they will remain stable at least for one (1) year. If an opening on a particular shift should occur, the employee with the greatest seniority shall be given first choice to move to the vacant shift. If that employee should not wish to move, the shift assignment should be offered to the next most senior employees until the shift assignment is made. Where service patterns are determined as requiring a change in the basic work schedule, the District will notify the unit president and a new schedule will be developed in consultation with the unit president and/or his/her designee.

15.3 The workweek will consist of four (4) consecutive days with at least three (3) consecutive days off, or five (5) consecutive days with at least two (2) consecutive days off. There shall not be any consecutive work weeks scheduled (scheduling employees to work ten (10) consecutive days). This section shall not restrict the extension of the regular workweek on an overtime basis when such is necessary to carry on the business of the District.

15.4 **Bid Process**

The District will notify District officers no later than May 15 of each year that bids for shifts and schedules are due no later than May 31. Schedules are understood to mean days of the week and do not include location. Those District officers who do not respond by the deadline will be assigned to shifts based on needs, as determined by the District.

15.5 **Safety Equipment**

The District agrees to provide flashlights and batons to District officers. The District agrees to provide and replace, as needed, mace for those District officers who have obtained the appropriate certification. The District agrees to purchase ten (10) bulletproof vests to be made available on an as-needed basis.



## 15.6 Subpoena

When an officer is subpoenaed to be in court during off-duty time, he/she shall be paid for three (3) hours at regular pay as stand-by pay. If court appearance is required during off-duty time, the officer shall be paid during off-duty time the number of hours required and verified at regular pay, but in no case less than three (3) hours.

## 15.7 Uniforms

The District will furnish at the original date of employment two (2) uniforms, with two (2) additional shirts (one to be long sleeved), for the full-time and one (1) uniform, with one (1) additional shirt (choice of long or short sleeved), for part-time as required by the District, including leather gear as required. Such uniforms shall be from a District-selected supplier.

District will furnish annually thereafter on the employee's anniversary date one (1) uniform for part-time employees and two (2) uniforms for full-time employees except leather gear. All employees will be provided leather gear after five (5) years of service or sooner when deemed necessary by the District.

District will replace or repair District-supplied partial or full uniforms, including leather gear, upon approved report of damage in the line of duty.

The District agrees to designate uniform and equipment requirements in the departmental operations manual.

## 15.8 Training

15.8.1 Officer training programs will be developed and sponsored by the District's Staff Development Program and/or Human Resources Department.

15.8.2 Officers that complete training programs on off-duty time will receive Staff Development and Professional Growth credits, subject to the rules for credit.

15.8.3 Monetary increments will be given to officers who complete each section or unit of training as stated in the CSEA contract under the section labeled Professional Growth.

## 15.9 Lunch Period

District Safety Officers working five (5) or more hours per day, and who remain ON CALL pursuant to supervisor's direction during their lunch break shall receive a paid lunch period of a minimum of one-half (½) hour at the approximate midpoint of their work day in accordance with their regular assignment and classification.

## ARTICLE 16

### EMPLOYEE UNIFORMS

#### MAINTENANCE, CUSTODIAL, AUDIO-VISUAL, WAREHOUSE, AND GROUNDS EMPLOYEES

- 16.1 The District agrees to furnish uniform shirts for maintenance, gardening, audio-visual, warehouse, and custodial employees in the following manner:
- a. The District will initially furnish six (6) shirts to current employees except those who have received shirts within the previous (3) months.
  - b. The District will furnish six (6) shirts to new employees upon initial hiring.
  - c. After a period of one (1) year from the date of receipt of the initial six (6) shirts the district shall provide employee with an additional six (6) shirts. Subject to the approval of the District, uniform shirts will be replaced as needed on an exchange basis.
  - d. Employees will maintain and clean uniform shirts at their expense.
  - e. Upon termination of employment with the District, employees shall return all uniform shirts to District.
  - f. Uniforms provided by the district are to be worn during work hours.

## ARTICLE 17

### TRANSFERS, PROMOTIONS AND RECRUITMENT

- 17.1 Transfer is a movement from one position to another involving a change in location and/or shift in the same or related classification and in the same salary range or to a lower related classification. Transfer to a related class is a movement from one classification to another in the same salary range.

The District agrees that it shall seek voluntary transfers prior to requiring an involuntary transfer.

#### 17.2 Voluntary Transfer

- 17.2.1 Transfer opportunities, vacancies within the bargaining unit classes, shall be posted for a period of fifteen (15) working days, prior to any permanent filling of the vacancy. The notice shall state the site of the vacancy, shift, number of hours regularly assigned and the job classification.

Employees may request a transfer to a vacant position by submitting a transfer request form, prior to the closing date, to the Executive Vice Chancellor of Human Resources.

- 17.2.2 Requests from unit employees seeking transfers shall be considered by selecting administrator before outside applications are reviewed. Considerations shall include seniority within the present classification.

Employees seeking a transfer to a vacant position who meet the minimum qualifications shall be guaranteed an interview for the position. An application shall not be required.

Employees seeking a lateral transfer to a vacant position who meet the minimum qualifications shall be guaranteed an interview for the position

- 17.2.3 Unit employees may request (in writing) a specific exchange of position with another employee, if they are in the same classification. Both employees and affected administrators must approve of the transfer prior to the movement.

#### 17.3 Involuntary Transfer

- 17.3.1 Employees may be transferred to fulfill District needs or requirements because of vacancies, surplus of staff, lack of work, lack of funds, or nepotism.

17.3.1.1 Consideration shall include hire date seniority within the present classification of the employee, requirements of the vacant position

with job classification requirements, and other factors which the selecting administrator deems appropriate.

Employees shall not be involuntarily transferred into lower or higher classifications.

- 17.3.2 Except in cases of emergency, no transfer shall be made on a permanent basis without ten (10) working days' notice. No transfer on a temporary basis which involves a shift change shall be made without five (5) working days' notice. If a temporary shift change is to be made, volunteers shall be solicited before an involuntary transfer is made. (See Article 14.4)

#### 17.4 Seniority

District Seniority shall mean the length of service from the last continuous date of hire with the District.

- 17.4.1 Length of service shall mean all hours in a paid probationary or permanent status, excluding overtime, commencing or continuing after July 1, 1971.
- 17.4.2 Class seniority shall mean the length of service within a classification included within the recognized unit.
- 17.4.3 Pre-July 1, 1971, Employees - Unit employees employed prior to July 1, 1971, shall, for purposes of determining total length of service, be credited at the rate of 2,080 hours per year from the last continuous date of hire with the District, or its direct predecessor, for all paid status prior to July 1, 1971, plus all hours in a paid probationary or permanent status, excluding overtime, commencing and continuing since July 1, 1971.

#### 17.5 Job Openings

The District shall be considered to be engaged in the procedure to fill the position on the posting date of the position(s). Posting shall occur within fifteen (15) working days after Executive Vice Chancellor of Human Resources approval. If the District is unable to post the position within fifteen (15) days or fill the position within the ninety (90) day period, the District will meet and confer with CSEA.

Substitute employees may not work more than ninety (90) calendar days in a substitute assignment while the District is engaged in a procedure to fill the vacant permanent position.

Should a position be vacated through retirement, resignation or any other reason the District agrees that the position will not be filled by any person(s) for more than one hundred and twenty (120) calendar days excluding temporary upgrades of bargaining unit members.

- 17.5.1 Unit employees shall be given consideration for reassignment to a higher classification when their training and ability demonstrate that they are qualified for such reassignment. The District will prepare vacancy lists as new openings are announced. Each vacancy shall be assigned a reference number. This reference number shall be used on the Board docket as a method of identifying the position being filled. Vacancy lists will be distributed via e-mail to unit employees, CSEA, posted on designated bulletin boards and the district website. Individual job announcements will be prepared separately and made available to interested employees upon request.
- 17.5.1.1 Where a pool of qualified applicants for a position existed from a recruitment conducted within the six (6) months preceding the new opening, that pool may be used for the new opening in the same classification. This does not preclude existing unit employees from applying for openings per Article 17.2.2. All new openings shall be internally advertised.
- 17.5.2 A permanent unit employee who acquires probationary status as the result of job openings or recruitment shall retain permanent status in his former classification until completion of the probationary period in the new classification. In the event that the probationary period in the new classification is not successful, the employee shall revert to his former classification with all the previous rights and privileges.
- 17.5.3 Unit employee applicants shall be furnished notification of time and date of scheduled interviews a minimum of five (5) days prior to such interviews.
- 17.5.4 Job openings - Unit employees hired into permanent positions must meet minimum qualifications.
- 17.5.5 Short-term or substitute employees must meet the minimum qualifications for the classification under which they are employed.

## **ARTICLE 18**

### **PROBATIONARY AND PERMANENT STATUS**

- 18.1 New unit employees shall serve a probationary period of one (1) year subject to summary dismissal. During said period, the work performance and efficiency of the employee shall be appraised by the immediate supervisor after the employee has worked three (3) months, after the employee has worked seven (7) months, and after the eleventh (11) calendar month of employment. An employee shall be considered permanent at the completion of the twelve (12) months.
- 18.2 A permanent employee who is promoted to a higher classification shall retain permanent status in the lower classification and shall serve a six (6) month probationary period in the higher classification.

## ARTICLE 19

### HEALTH AND WELFARE

#### 19.1 Health

District shall maintain, in participation with salaried employees, and eligible dependents, a health insurance program by contributing the agreed upon amount as specified in Article 19.5.

#### 19.2 Dental

District shall maintain, in participation with salaried employees, and eligible dependents, a dental insurance program.

#### 19.3 General

19.3.1 All insurance programs are subject to carrier requirements for eligibility enrollment and processing of claims.

19.3.2 Current insurance programs shall continue during leaves with pay.

19.3.3 Current insurance programs shall not continue during leaves without pay, except salaried employees at their option may, by paying full District and employees premium amounts, continue the health and dental programs. (Employees on medical disability leave see Article 19.8).

19.3.4 The District agrees to provide CSEA with all necessary information regarding health and welfare benefits for the bargaining unit within a reasonable time period when requested.

19.3.5 The District shall announce any rate increases prior to open enrollment.

#### 19.4 Regular Part-time Unit Employees

In accordance with insurance carrier requirements, regular part-time unit employees shall be entitled to premium payments for health and dental programs by the District prorated at the same ratio as their regular work schedule bears to full-time service, any balance due insurance carriers to be paid by the employee from payroll deductions.

## 19.5 Insurance Premiums

- a. Effective July 1, 2012, the portion of the premium paid by the District shall be limited to a maximum contribution of \$22,560.12. The maximum contribution shall be automatically increased by an amount not to exceed 10% in each succeeding year. If the annual premium renewal rates represent an increase of more than 10%, the District and CSEA agree to immediately open negotiations on this article.
  - b. Effective July 1, 2007 the District will contribute up to \$1,350 per year to full-time employees. A contribution of up to \$1,350 will be pro-rated for those eligible employees who work in excess of nineteen (19) hours per week. The employee can assign this contribution for dependent or employee's medical/dental coverage, or other approved deductions consistent with IRS regulations.
- 19.6 The District shall pay the health and dental (if dental is provided for retirees pursuant to the District's insurance contract) insurance premiums for retiring employees and their eligible dependents, providing the following condition is met
- a. The employee must have been employed as a salaried employee for fifteen (15) or more years of service in the District. (See definition of salaried employee in Article 1).
  - b. Salaried employees hired after July 1, 1986, shall receive retiree benefits to age seventy (70) only.
  - c. Salaried employees fifty (50) years of age retiring with less than fifteen (15) years of salaried service but with ten (10) or more years of salaried service may participate in medical/dental benefits by paying their own premiums at the District rate.
  - d. For salaried employees hired after July 1, 1990, who subsequently qualify for the fifteen (15) year retiree service benefit, the District will provide the same contribution as provided for current employees pursuant to Section 19.5a of this Article.
  - e. Surviving dependents may continue coverage at their own expense.
  - f. For the purposes of this section, retirement is defined as a unit member's termination from full-time District employment which is concurrent with his/her retirement under PERS and/or STRS.
- 19.7 The District will provide life insurance of a minimum of \$50,000 and a maximum not to exceed the annual salary of the salaried employee.



19.8 Employees who have exhausted all paid sick leave and who are unable to return to service due to verified medical disability may continue to receive the benefit received in 19.5 above for up to twelve (12) months under the following conditions:

- a. The employee must be under a District-approved leave of absence following exhaustion of all paid sick leave;
- b. If required by District, employee must accept examination by a District-approved physician;
- c. The portion of the premium paid by the District will not exceed the amount paid by District for an active unit employee.

The benefit described herein is not renewable for the same condition or illness.

19.9 CSEA shall have two (2) representatives on the Joint Benefits Committee. CSEA's participation in the Committee shall not relieve the District of its obligation to immediately open negotiations as specified in Article 19.5.a.

19.10 The parties agree that there will be a Section 125 plan for dependent care and health care reimbursement.

## ARTICLE 20

### MILEAGE AND CONFERENCE REIMBURSEMENT AND PARKING

- 20.1 District shall reimburse unit employees for mileage on personal automobiles when used on authorized District business at the Board-approved rate. Approved expenses incurred through attendance at approved conferences shall be reimbursed.
- 20.2 Parking
- 20.2.1 All unit employees, regardless of worksite, shall pay a parking fee of \$32 for the 2009/10 fiscal year. The parking fee shall increase to \$50 on July 1, 2010 for the 2010/11 fiscal year.
- 20.2.2 Unit employees who are required to obtain parking permits may obtain either staff or student parking permits, but shall be required to park in areas designated by type of parking permit.

## ARTICLE 21

### HEALTH AND SAFETY

The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state and/or federal law. A CSEA representative shall be authorized to accompany any testing/monitoring agency performing testing/monitoring work relative to hazardous substances for the district.

- 21.1 To ensure exposure to unsafe conditions is minimized, employees are required to be safety conscious in their own actions and to report any alleged unsafe conditions to their immediate supervisor.
- 21.2 A report regarding the action to be taken or the reasons for inaction shall be provided to the employee. The action taken, or inaction and the reasons, shall be reported at the Safety Committee meeting and shall be duly noted in the minutes of the meeting.
- 21.3 No employee shall be discriminated against nor subjected to any form of discipline as a result of reporting any condition believed to be a safety violation.
- 21.4 Safety Equipment

Should the employment duties of a classified employee reasonably require the use of any equipment or gear to ensure the safety of the classified employee or others, the District agrees to furnish such equipment or gear. The District shall train employees, in the safe and proper use of equipment, materials and/or chemicals that they are required to use. No employee shall be required to use any equipment, vehicle or other item which has been reported as being unsafe until reported condition has been resolved.

- 21.5 When the District declares an emergency exists at any of its work locations which results in the closing of that work location, thereby causing some unit employees to remain on duty at the closed site or on standby while other unit employees are relieved of duty, the District agrees the employee remaining on duty or on standby, past their normal workday will be paid double-time for that overtime worked.

## ARTICLE 22

### **PROFESSIONAL GROWTH PROGRAM**

There shall be a Professional Growth Program in place for all classified employees. Professional Growth is an organized activity designed to improve performance of employees in the classified service and to provide training for employees to gain new skills and abilities, to broaden their opportunity for promotion, to engage in study and related activities designed to retain and extend the high standards of the classified employee.

#### 22.1 Eligibility

All unit employees are eligible to participate during active employment.

22.1.1 Any employee who has been laid off from the District and is on the 39-month rehire list may receive credit for Professional Growth for classes taken during the 39-month period when re-employed.

22.1.2 Any employee who is on a leave of absence as a full-time student will not be eligible to participate in the program until the employee returns to active employment, nor will future credit be granted for courses taken during that leave, as it is assumed that such effort is being made for the purpose of qualifying for a substantial advancement in position.

22.1.3 Classes started prior to employment at RSCCD and completed during probationary period may be submitted for credit. Unless prior approval has been granted by the previous professional growth committee, only those classes completed after June 30, 1998, are eligible under this section.

#### 22.2 Course work

22.2.1 Credit may be earned by taking courses at universities, colleges, community colleges, trade schools, adult education, or through an accredited correspondence school. Credit may also be earned for attendance at District workshops, seminars, special lecture series, education conferences or leadership activities. Activities are not eligible for credit if the District pays any required fees (not including handouts, cost of speakers or other related costs) for the employee's participation if attendance occurs during assigned working hours, unless an employee uses vacation or compensatory time off in order to attend. The employee shall submit to Human Resources a written statement from their immediate supervisor that the employee was not attending during working hours. A conference/workshop attendance certificate may be required to determine amount of credit granted.

- 22.2.2 All course work requires a grade of “C” or better. One semester unit equals one (1) point. Quarter units convert to semester units on the basis of three (3) quarter units are equal to two (2) semester units. In credit/no credit classes, the employee must receive credit.
- 22.2.3 Continuing education course work, conferences, workshops, seminars and other such activities can earn credit at the rate of one (1) point per sixteen (16) hours of completion.
- 22.2.4 The Professional Growth Program is reinstated effective July 1, 2012. A cumulative log of completed units shall be maintained in the official personnel file. Upon the completion of the course work, the employee may submit their certificate, grade report or transcript to Human Resources for logging in the file. Upon completion of each increment of twelve (12) units as submitted and Human Resources determines proper criteria has been met, the employee shall be placed on the Board docket for the next scheduled Board meeting. Should Human Resources have questions regarding criteria, it shall be reviewed by a minimum of two (2) CSEA appointees and a non-voting representative from Human Resources. The decision shall be final.

### 22.3 Award/Increment

- 22.3.1 Twelve (12) points must be earned for each increment. Four (4) of the twelve points may be general development course work.
- 22.3.2 Salaried employees working twenty (20) or more hours per week shall be awarded an annual increase of \$500.00 for each increment until a maximum of six (6) increments are earned. All hourly on-going employees working nineteen (19) hours or less per week will receive a fraction of \$250.00 per increment as their assigned time bears to nineteen (19) hours.

## ARTICLE 23

### EFFECTS OF LAYOFF

#### 23.1 Definition of the Process

Classified employees shall be subject to layoff for lack of work or lack of funds.

#### 23.2 Seniority Procedures

23.2.1 Seniority in the classification being cut is the basis upon which a classified employee shall be laid off. In effecting layoffs, the following rules shall apply:

23.2.1.1 Seniority shall be based upon the amount of paid service in the classification in which the employee has served and shall include actual service and all paid leaves such as vacation, holidays, sick leave, etc. Time compensated on an overtime basis shall not be credited.

a. Seniority shall include all regular time in a class plus time accrued in higher classes as defined by personnel procedures. In the event of a tie of accumulated time, first preference will be given to the employee with the longest total District service as a classified employee. If a tie still exists, the employees will draw lots to determine preference.

1) Employees serving in a class prior to July 1, 1971, shall have seniority based on their initial date of hire as a probationary employee in their class.

2) Employees serving in a class on or after July 1, 1971, shall have seniority based on the number of hours in paid status in the class including voluntary furlough hours, plus equal or higher classes and exclusive of overtime hours.

b. Time spent on leave without pay excluding voluntary furlough, shall not be included when computing seniority, but time spent on approved leaves with pay and on military leaves (reserves) shall count toward seniority accrual.

c. Time spent in the class between breaks of employment because of separation (such as substitute or temporary employment) shall not count toward seniority accrual.

23.2.1.2 When reclassification results either in the merger of two or more classes or the separation of a class into two or more classes, seniority

rights of unit employees who are reclassified with their positions shall be computed from the date of their earliest entrance into regular service in such former classes.

23.2.1.3 An employee transferred from one class to another, or reclassified to a higher class, shall retain his/her seniority in the former class; seniority in the new class shall begin accumulating on the date of transfer. Employees who are reclassified to a different classification, but with the same salary grade, shall have his/her seniority in the new class credited to the former classification.

23.2.1.4 No unit employee shall be laid off from any position while employees serving under non-contract employment are retained in positions of the same class unless the unit employee declines the limited-term position.

23.2.2 Seniority List: Employees shall be ranked by seniority credit in a specified class, plus all higher classes, from which displacements are expected. This list will be used for determining:

Layoff from the classified service in the proper sequence.

The exercise of displacement rights to retain employment.

23.2.3 Displacement Rights: Permanent unit employees who are to be laid off, may exercise bumping rights in their class or in any lower class in which they have served and hold seniority credit greater than an incumbent. They may also exercise bumping rights in their class or in any lower class for which they possess bilingual skills identified as needed for the position, (as described in Section 14.14) and hold seniority credit greater than an incumbent. The employee bumped shall be the one with the least seniority in the class plus related higher classes. In determining bumping rights, the following rules shall apply:

23.2.3.1 In cases of reclassification, reorganization, or abolishment of positions, an incumbent's seniority in the class plus higher related classes shall be computed as outlined in Section A.1. above.

23.2.3.2 Displacement shall be in descending order of assigned time within the classification. Assigned time is defined as the total assigned hours per week multiplied by the assigned weeks per year. For purposes of this calculation, 12-month positions shall be counted as 52 weeks, 11-month positions shall be counted as 48 weeks, 10-month positions shall be counted as 43 weeks, and school session

positions shall be counted as 36 weeks. Flexible hour positions shall only be able to displace other flexible hour positions.

Example 1: Position "A" is eliminated. "A" bumps "E", "E" bumps "G".

Example 2: Position "B" is eliminated. "B" bumps "F".

Example 3: Position "C" is eliminated. "C" bumps "G".

Employee	Hours in Class	Assigned Hours/Months	Annual Hours
A	1000	40/12	2080
B	900	19/10	817
C	800	30/12	1560
D	750	40/12	2080
E	600	40/12	2080
F	400	16/11	768
G	350	19/11	912

23.2.4 Employees exercising displacement rights shall bump the least senior employee(s) in accordance with SENIORITY PROCEDURES. A seniority list will be provided to CSEA Chapter President (or designee by Human Resources).

23.2.5 An employee accepting a position in a lower classification in lieu of layoff, shall be placed on a step in the service of the previous classification which is nearest to, but not higher than the monthly salary he/she would have earned in the former classification.

23.2.5.1 In any case, the employee salary placement shall not exceed the salary he/she would have earned in the former classification.

23.2.5.2 In any case, the salary shall not exceed the maximum step of the current classification.

23.2.5.3 The employee will retain his/her anniversary date for subsequent salary advancement.

23.2.5.4 Salary increments based upon longevity shall continue to be paid in the new classification.

23.2.6 For the purposes of this Article only, Instructional Assistants may be laid off in reverse order of seniority.



**Example:** There are 60 Instructional Assistants in the Continuing Education discipline of ESL. For lack of work or lack of funds, the District lays off 10 Instructional Assistants in Continuing Education ESL, each working 19 hours per week. The 10 laid off are the 10 least senior, hourly Instructional Assistants currently serving in ESL, based upon the total hours in District service.

The District agrees to count all hours spent by Instructional Assistants in any and all of the below mentioned academic disciplines when ranking employees on a seniority list for lay-off purposes.

**Disciplines for Continuing Education include:**

Citizenship  
High School Basic Skills  
ESL  
Older Adults  
Home Economics  
Parent Education  
Health and Safety  
Vocational Education  
Adult Basic Education  
Disabled Adults  
Business Skills

23.3 Notification of Employees

- 23.3.1 Employees affected by layoff shall be given written notice forty-five (45) days prior to the effective date of layoff and shall be informed of their displacement rights (bumping), if any, and re-employment rights.
- 23.3.2 Specially Funded Programs: When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff due to lack of funds; the employees to be laid off shall be given written notice on or before May 29, informing them of their layoff and displacement rights. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than 30 days prior to the effective date of layoff.
- 23.3.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable

or preventable by the governing board without the notice required by paragraphs 23.3.1 and 23.3.2 above.

#### 23.4 Rights of Employees Laid off for Lack of Work or Funds (Education Code 88117)

23.4.1 Re-employment Rights: Employees laid off are eligible for re-employment for a period of 39 months.

23.4.1.1 An employee on a re-employment list may decline three offers of re-employment in his/her former class. After his/her third refusal, the employee's name will be removed from the re-employment list.

##### 23.4.1.2 Removal of Name from Re-employment List

a. An employee's name may be removed from the re-employment list for the class from which they have been laid off if they fail to respond to a written notice of employment within twenty (20) calendar days of notification.

b. The District may take an action to remove an employee's name from the re-employment list permanently for the following reasons:

Conviction of a crime which would be sufficient to support dismissal of a permanent employee.

Making false statements on an application form.

23.4.1.3 Classified job announcements will be sent to employees on the 39-month re-hire list.

23.4.1.4 Laid off employees do not accumulate seniority credit while on re-employment lists.

23.4.2 Displacement Rights: A permanent employee may exercise bumping rights pursuant to guidelines set forth in 23.2.3 of these guidelines.

##### 23.4.3 Rights in Lieu of Layoff:

23.4.3.1 A permanent unit employee who may be laid off despite the exercise of bumping rights in his/her class, in order to avoid layoff, may request and accept a voluntary demotion to a lower class, or voluntary reduction in assigned hours and/or fewer days/months per year than which they had previously served.

23.4.3.2 An employee who has accepted demotion in lieu of layoff has the right to be employed, in accordance with his/her seniority, in a vacant position in his/her former class within 39 months after demotion provided the employee meets the current qualifications for the position.

If at this time the employee does not meet the stated qualifications for that class, the District and CSEA agree to negotiate a reasonable time period in which the employee may prepare for and achieve the stated qualifications, if feasible.

If at the end of this period the employee has failed to achieve the required qualifications the position shall be offered to the next most senior person on the 39 month re-hire list.

- a. Intervening reassignments to other classes should not abrogate that right.
- b. If he/she has not been re-employed in his/her former class at the end of 39 months, he/she shall be eligible for appointment to a vacant position in that class for an additional period of up to 24 months.
- c. All rights acquired by an employee at the time of layoff shall be restored at the time of re-employment.

23.4.4 Benefit Rights: If a person is re-employed by the District within 39 months after the date of previous termination, his/her accumulated sick leave allowance, service credit for vacation allowance, and service credit for longevity pay shall be reinstated.

23.4.5 Substitute Employment: Employees laid off shall be placed on the substitute list for call-in for substitute employment in any class within the District in which they have served and/or have displayed that they meet the minimum qualifications. Such employees shall be afforded such work on a rotational basis in accordance with seniority.

23.4.6 Effects of Layoff on Remaining Employees: Employees remaining in employment shall not be required to work additional hours or required to perform overtime as a result of layoffs.

23.4.7 Employees who have exhausted (or waived displacement rights) may request to be interviewed for vacancies for lateral or lower classifications for which they meet minimum qualifications. These employees shall be interviewed

prior to other unit employees or outside applicants, provided the employee requests an interview prior to the closing date of the posting.

- 23.4.8 The District shall continue to pay health insurance benefits received immediately prior to layoff at the current rate for all employees laid off for one month following the date the District's obligation to maintain said benefits would otherwise cease.
- 23.4.9 Employees subject to layoff may receive up to three days paid release time to search for alternative employment. Such time must have the prior approval of the immediate supervisor

### 23.5 Definitions as Used in this Policy

As used in this policy, the following terms have the meanings delineated below:

- 23.5.1 Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to that class:

Substantially the same requirements of education, experience, knowledge and ability are demanded of incumbents;

Substantially the same tests of fitness may be used in choosing qualified appointees;

The same salary range may be applied with equity.

- 23.5.2 Class Seniority: The length of service within a classification included within the recognized unit.

- 23.5.3 Classification: A term which defines those positions in the classified service according to a designated title. Classification excludes working titles.

- 23.5.4 Displacement Rights (Bumping): The right to displace or bump into a current, lateral, or lower classification. Seniority in a lower classification shall be computed on the basis of hours of paid service in the higher classification(s) plus hours of paid service in the lower classification(s). When a unit employee's position is eliminated or the employee is displaced, the employee has the right to bump only into classification(s) currently or previously held. The employee will first bump into the current classification, and then into any lateral classification(s) previously held. If the employee is then displaced from the lateral classification(s), the employee has the right to bump into the next lower classification(s) previously held.

- 23.5.5 District Seniority: The length of service from the last continuous date of hire with the District.
- 23.5.6 Length of Service: For service commencing or continuing after July 1, 1971, means all hours in paid status as a unit employee during the school year, a holiday, a recess, or during any period that school is in session or closed but does not include any hours compensated for in a provisional, substitute, or temporary (limited-service) position.
- 23.5.7 Re-employment List: A list of names of persons who have been laid off from permanent positions by reason of lack of work, or abolishment or reclassification of position, or other reason specified in the Board Policy, and who are eligible for re-employment without examination in their former class, arranged in order of their rights to re-employment.

23.6 Comprehensive Effects of Layoff

Article 23 constitutes a comprehensive layoff article. The District will meet with CSEA thirty (30) days prior to the layoff taking effect to discuss the order of layoff and transfer or reassignment of employees in the affected classifications. Refer to Article 14.15.b.

## ARTICLE 24

### CORRECTIVE ACTION PROCEDURES

#### Progressive Discipline

- 24.1 Progressive discipline is a strategy for taking positive steps in order to stimulate the improvement of employee performance. Progressive discipline enables supervisors to assist employees to meet performance standards and adhere to established rules, procedures and expectations of acceptable job behavior. Progressive discipline should be administered in an objective, consistent, reasonable, and confidential manner.
- 24.2 CSEA and the District agree that progressive discipline will be applied except in cases of gross misconduct. Acts of gross misconduct are intentional, wanton, willful, deliberate, reckless, or in deliberate indifference to the District's interest. Insubordination is the willful or intentional disregard of the lawful and reasonable instructions of the employer or the refusal to obey an order which a manager/supervisor/designated lead is entitled to give and have obeyed. Acts of gross misconduct and/or insubordination may result in the pursuit of immediate disciplinary action.
- 24.3 The rule of thumb regarding the use of progressive discipline is that the employee should:
- a. Be informed of performance standards and job behavior expected on the job;
  - b. Be given feedback on any problems of job performance or behavior.
  - c. Be given no less than one verbal warning that is documented and maintained by the supervisor or may be given a Letter of Direction in conjunction with the initial verbal warning if the offence is not illegal, or does not rise to the level of gross misconduct.
  - d. Neither preceding action will result in documentation being placed in the employee's personnel file.
  - e. Should a regularly scheduled evaluation be due within 90 days of the act which would have resulted in implementation of progressive discipline, Article 8 may be utilized in lieu of the section above.

A Letter of Direction shall include specific recommendations and time periods for improvement, and if appropriate, provisions for assisting the employee in implementing any recommendations made. Failure to comply with the Letter of Direction may result in written reprimand and/or disciplinary action.

- 24.4 Employees shall have the right to CSEA chapter representation and/or a Labor Relations Representative present during any verbal counseling, disciplinary meeting, hearing or

appeal conducted by the District administration. Both the employee and CSEA chapter representative(s) shall have the right to reasonable travel time to and from the verbal counseling meeting, disciplinary meeting, hearing or appeal.

### Disciplinary Action Procedures

- 24.5 The causes for disciplinary action are enumerated in Administrative Regulation 4319.
- 24.6 Disciplinary action may include suspension with or without pay, demotion or termination. No disciplinary action shall be taken against any permanent unit employee for any cause which arose prior to the date in which the employee became permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of a Notice of Disciplinary Action, unless such cause was concealed or not known to the District. Bargaining unit employees with permanent status shall be subject to discipline only for just cause, pursuant to this article. The District retains the right to terminate initial-entry probationary employees without cause.
- 24.7 If the District proposes that an employee receive discipline, the following due process procedure shall be followed:
- 24.7.1 The employee shall be notified in writing of the intent to discipline. The notice shall in ordinary and concise language outline the specific acts and/or omissions upon which the disciplinary action is based; the rule or regulation, policy, practice or law which the employee has violated; the level of discipline to be imposed; any materials upon which the action is based; and the length of time in which the employee will have to respond either orally or in writing to the due process (Skelly) notice. This notice shall also include a "Request for Skelly Meeting" form.
- 24.7.2 The employee shall have the opportunity to respond to the notice orally (Skelly meeting) or in writing within ten (10) calendar days. This meeting shall be held before a Cabinet-level administrator who is not a party to the proposed disciplinary action, either as the supervisor initiating the proposed disciplinary action or as a direct witness to the proposed charges. In the alternative, the permanent employee may elect to respond in writing to the notice of recommended disciplinary action to the designated administrator. The Skelly officer shall have the authority to uphold, reduce, or dismiss the discipline and/or charges brought forth by the District.
- 24.7.3 If disciplinary action is proposed after the due process (Skelly) meeting, the employee shall be notified in writing of the specific acts and/or omissions upon which the disciplinary action is based; the rule or regulation, policy, practice or law which the employee has violated; the level of discipline to be imposed; any materials upon which the action is based; and the length of time in which the employee will have to appeal the disciplinary action.

- 24.7.4 If the employee chooses to appeal the disciplinary action, he/she must file a “Request for Evidentiary Hearing” with the Human Resources Office within ten (10) calendar days of the date of service of the written notice specified in 24.7.3. Service of notice shall be by mail to the employee’s address of record on file in the Human Resources Department unless the district elects to serve the notice by personal delivery in lieu of mail delivery. This form shall be included with the written notification specified in Article 24.7.3. The hearing will be conducted in accordance with Administrative Regulation 4319. Hearings may be heard by the Board of Trustees, or a designated hearing officer agreeable to both the District and CSEA
- 24.7.5 After the permanent employee has had an opportunity to respond to the notice of recommended disciplinary action, but has not requested a hearing or has failed to request a hearing in the prescribed time period, the recommendation for disciplinary action shall be submitted to the Board of Trustees. The employee shall have the right to address the Board of Trustees regarding the proposed disciplinary action pursuant to the provisions of the Government Code.
- 24.7.6 The permanent employee shall be provided written notification of the Board’s decision.
- 24.7.7 This article is not subject to the grievance procedure.



## ARTICLE 25

### ORGANIZATIONAL SECURITY

- A. CSEA shall have the right to have membership dues, initiation and agency fees deducted for unit members.
- B. The District shall deduct dues from the wages of all unit members who are members of CSEA on the date of execution of this Agreement, and who have submitted voluntary dues deduction authorization forms to the District.
- C. The District shall deduct dues from the wages of all unit members who, after the date of this Agreement, become members of the CSEA and submit voluntary dues deduction authorization forms.
- D. Beginning on July 1, 1996, unit members who are CSEA members and who elect not to initiate a voluntary dues deduction authorization form, shall pay an agency service fee to the CSEA. The agency service fee must not support CSEA activities beyond CSEA's representational obligations, and shall not exceed the amount allowed by current law. Any dispute between a unit member and CSEA over the amount of the agency service fee must be expedited by CSEA and must be consistent with current law. Such agency service fee may be paid by submitting a voluntary agency service fee deduction authorization form to the District, by direct annual payment to CSEA by October 1st of any school year, or by involuntary deduction from wages pursuant to Education Code section 88167 which is the sole remedy in this Article for failure to voluntarily pay the agency service fee.
- E. CSEA shall comply with the following:
  - 1. Dues Year and Fiscal Year
    - a. CSEA shall notify unit members and the District of the dates of its fiscal year and its dues year.
  - 2. Annual Notice to Nonmembers

Prior to the commencement of any payment of an agency service fee including involuntary payroll deduction of the agency service fee. CSEA shall mail to all nonmembers an "Agency Service Fee Explanation and Notice of Right to Challenge," which shall be consistent with current law including any applicable regulations and decisions of the PERB.
  - 3. Filing of Challenges

Nonmembers who wish to challenge the amount of the agency service fee may do so in a manner consistent with applicable law.

- F. New unit members, within sixty (60) days from the commencement of actual employment must submit a dues or agency service fee voluntary deduction authorization form, or shall pay an amount not to exceed the amount allowed by current law directly to the CSEA. Failure to do either shall mean involuntary deduction from wages pursuant to Education Code section 88167 which is the sole remedy in the Article for failure to voluntarily pay the agency service fees. No involuntary deduction shall occur unless the requirements in paragraphs D and E have been completed.
- G. Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such unit member is required, in lieu of payment of dues or agency service fee to CSEA, to pay an amount no greater than the current CSEA dues to any non-religious, non-labor organization, charitable fund exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code. In this regard, a District Scholarship account will be maintained. Proof of payment to any fund shall be made on an annual basis to the CSEA.

Any dispute over the eligibility of a unit member under this Provision F shall be resolved at any step in the following procedure: (1) investigation by CSEA; (2) meeting(s) between CSEA and unit member; (3) meeting(s) involving the District, CSEA and the unit member; and (4) the Grievance Procedure of this Agreement.

- H. CSEA shall completely indemnify and hold the District harmless from any and all claims, demands or lawsuits, or other action arising from provisions contained in this Article. If CSEA fails to remit any costs to the District pursuant to this provision, or fails to completely indemnify and hold the District harmless, within sixty (60) days of notice to CSEA, the District may unilaterally terminate provisions D, E, F and G from this Article.

When new classified employee orientations occur, CSEA will be given the opportunity to meet with new classified employees and present those employees with information about CSEA and its function.

## ARTICLE 26

### RECLASSIFICATION

#### 26.1 Overview

- A. The purpose of classification review is to assign jobs to appropriate classification specifications and to measure those specifications for an appropriate salary level.
- B. Classification review is initiated as a result of (1) a reclassification request or (2) a reorganization or as specified in 26.3 below
- C. A review may result in no change in classification assignment. If there is a change in classification, salary level may be higher, lower or remain unchanged.
- D. Requesters should note that normal increases in skills, experience and proficiency in the position are addressed by step increases. Also, reclassification requests should not be submitted on the basis of increases in workload where duties remain unchanged.

#### 26.2 Definitions

- A. Incumbent: An individual holding the position.
- B. Reclassification: Placement of a position in a different class specification as a result of a gradual shift in duties.
- C. Classification Change: Placement of a position in a different class specification as a result of a reorganization.
- D. Reorganization: A planned change in departmental structure, as recommended through administrative levels and approved by Cabinet, that affects the duties of one or more positions.
- E. “Y” Rate: A circumstance when an employee is assigned to a different classification in a lower salary grade and retains his/her current salary. This would continue until the salary schedule increases to include the incumbent’s salary.
- F. Class: A group of positions which are so significantly similar in duties and responsibilities that each person in the group requires the same or equivalent qualifications; can be filled using the same selection methods/criteria; and can be given the same general title. Examples of classes include Division Secretary, Personnel Technician and Custodian.

- G. Class Specification: A written description for a group of positions that relates to a range of duties that may be performed, identifies minimum qualifications and is used to determine appropriate salary levels.
- H. Class Series: A group of classes (two or more) similar in duties and related in job content, but different in level. Examples of class series include Admissions and Records Clerk I, II, and III; and Custodian and Senior Custodian.
- I. Classification: The process by which a position is assigned to a class.
- J. Job Measurement: The process of determining the salary level of a position in an organization. The Hay System of job evaluation is used by the District.
- K. Position: The specific assignment/work location within a classification.

### 26.3 Reclassification Request Process

- A. Requests for classification reviews may be submitted to Human Resources by an incumbent or the supervisor when it is believed there has been a substantial and permanent change of duties that may result in a different classification of the position held.
- B. The employee must have served in the position for at least one year before a request may be submitted. A position may not be reviewed more than once in any twenty-four (24) month period. This period is counted from the date of submission of the reclassification request. Class specifications that have not been reviewed in a five (5) year period shall be reviewed to include current technology and duties currently assigned to the position. The District and CSEA shall jointly develop a process and review cycle for these positions.
- C. Requests must be submitted on the current form, available from Human Resources. Reclassification requests will be accepted twice per year, beginning on March 1 and concluding on March 31 and again on October 1 and concluding on October 31. Requests received during the application period from employees in classifications subject to cyclic review in the next upcoming cycle may be deferred by mutual agreement of CSEA and the District so that the individual request can be processed with review of all positions in that classification.
- D. Within ten (10) working days after the reclassification deadline has passed, the Human Resources Office will review each request for completeness and will forward the request to the employee's supervisor.
- E. The Supervisor shall review the request for accuracy and completeness and shall submit any comments within ten working days of receipt.

- F. Within ten (10) working days after receiving all supervisor comments, the District shall schedule a meeting with representatives of the CSEA to review all reclassification requests involving bargaining unit positions.
- G. Within five (5) working days following completion of the review process, the Executive Vice Chancellor of Human Resources shall forward the reclassification request to a job evaluation consultant for measurement, utilizing a point-factor system (Hay & Associates) for placement on the salary schedule.
- H. Within five (5) working days following receipt of the consultant's recommendation the Executive Vice Chancellor of Human Resources or designee will schedule a meeting for review with CSEA. After the review the Executive Vice Chancellor of Human Resources or designee will notify the requester of the results of the review.
- I. The requester may appeal the consultant's recommendation. Appeals shall be in writing on a form available from Human Resources. Appeals must be submitted by the deadline established by the Executive Vice Chancellor of Human Resources or designee. The consultant shall review the appeal and submit a recommendation to the District.

A written response to the appeal will be sent by the Executive Vice Chancellor of Human Resources or designee to the requester and CSEA.

Following receipt of the consultant's recommendation, the District and CSEA shall negotiate the salary placement, title and duties prior to implementation.

#### 26.4 Effects of Reclassification Changes

- A. When a position changes from one classification to another or the salary level is raised as a result of a review, the incumbent must meet the minimum qualifications for the new class. Should the incumbent not meet minimum qualifications, the incumbent shall submit a written plan to Human Resources that describes how and when minimum qualifications will be satisfied. This plan must be approved by the supervisor and the Executive Vice Chancellor of Human Resources prior to the reclassification of the individual. Should the incumbent not meet minimum qualifications in the new classification in the prescribed time, the District and CSEA shall meet and review the qualification required and make a recommendation to either revise the minimum qualifications, extend the required time lines, or return the incumbent to their previous salary level and former classification. Should this classification no longer exist, the incumbent shall move into a related class at the previous salary level at the next vacancy.
- B. When a position changes classification and/or there is a salary level change, and the incumbent qualifies for the higher level, the employee will be placed according to the current bargaining unit agreement provision or Board Policy, as appropriate.

Reclassification requests submitted during the period of March 1 and concluding on March 31 resulting in a salary level change to a higher level classification shall be effective on the 1<sup>st</sup> day of July of the year submitted. Reclassification requests submitted during the period of October 1 and concluding on October 31 resulting in a salary level change to a higher level classification shall be effective on the 1<sup>st</sup> day of January of the year following the year submitted. Reclassifications resulting from approved reorganization requests shall be effective on the 1<sup>st</sup> day following approval by the Board of Trustees.

- C. When a position is changed to a classification having a lower salary range, the employee's wages may be "Y" rated. See "DEFINITIONS."

#### 26.5 Reorganization

Reorganizations are planned changes in departmental structure where new duties and responsibilities may be assigned. Prior to implementing any reorganization, the District shall negotiate the decision and the effects with CSEA.

## **ARTICLE 27**

### **COMPLETE UNDERSTANDING**

- 27.1 This agreement constitutes the complete understanding between the parties for the term of this Agreement. This agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations in conflict with the express terms of this Agreement.

**ARTICLE 28**

**DURATION OF AGREEMENT**

28.1 This Agreement between the District and CSEA is effective on July 1, 2010 and shall remain in full force and effect through the close of the workday on June 30, 2013, unless earlier superseded or amended by agreement of the parties.

The parties hereby agree that there will be reopeners for health and welfare, wages, and professional growth, and two (2) other articles for each side in and 2012/2013.

IN WITNESS WHEREOF, EACH OF THE PARTIES AFFIX THEIR SIGNATURE HERETO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

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FOR DISTRICT

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FOR CSEA

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FOR CSEA

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FOR CSEA

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