



*STATE CENTER  
COMMUNITY COLLEGE DISTRICT*

*AND*

*THE  
CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION  
AND ITS STATE CENTER  
CHAPTER NO. 379*

*AGREEMENT*

JULY 1, 2017 – JUNE 30, 2020

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**ARTICLE 1**  
**TERM OF AGREEMENT**

- A. This agreement between the State Center Community College District (hereinafter referred to as "District"), its successor and/or affiliates and the California School Employees Association, and its State Center Chapter 379 (hereinafter referred to as "CSEA") is effective for three (3) years from July 1, 2017, or upon ratification, whichever is later, and shall remain in full force and effect until the later of the close of the workday June 30, 2020, or until a successor agreement is in effect.
  
- B. This shall constitute the full and complete agreement between both parties and shall supersede and cancel all previous agreements and memorandums of understanding, both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, written mutual consent of the parties.

## **ARTICLE 2 RECOGNITION**

- A. The District recognizes the CSEA as the sole and exclusive representative of those members of the bargaining unit enumerated in the certifications by the Public Employment Relations Board and the parties to this Agreement voluntarily agree not to seek a change in the unit during the term of the Agreement and shall make good faith efforts to resolve new or changed position designation disputes prior to such disputes being submitted to the Public Employment Relations Board for a decision.
- B. The classifications below shall hereafter be deemed confidential positions not contained within the bargaining unit:

### Human Resources

- Benefits Coordinator
- Human Resources Analyst - Confidential
- Human Resources Management Systems (HRMS) Analyst
- Human Resources Technician - Confidential
- Senior Human Resources Technician - Confidential

### Payroll

- Accounting Clerk III - Payroll
- Accounting Technician I - Payroll
- Accounting Technician II - Payroll

### Administrative Support

- Administrative Secretary – Confidential (The Offices of the Chancellor and General Counsel/Human Resources)
- Assistant to the President
- Executive Assistant to the Chancellor - Confidential
- Secretary to the Vice Chancellor

**ARTICLE 3**  
**SEVERABILITY**

Savings Clause: If, during the life of this Agreement, any law or any order issued by a court or other tribunal of Competent Jurisdiction other than the District, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties shall meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 4**  
**SUPPORT OF AGREEMENT**

- A. During the term of this Agreement, the District agrees not to negotiate with any other organization, any individual unit member, any association officer, or any CSEA staff representative on matters about which CSEA is the exclusive representative and which is within its scope of representation. CSEA agrees to negotiate only with the representative officially designated by the District to act on its behalf and agrees neither CSEA, its officers or agents will attempt to negotiate privately nor individually with the Board, any individual Board member, or any person not officially designated by the Board as its representative.
  
- B. CSEA and the District will make good faith attempts to resolve any issues or differences which arise from time to time between the parties.

**ARTICLE 5**  
**EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District providing they are outside the scope of representation.

**ARTICLE 6  
WAIVER CLAUSE**

- A. This Agreement shall constitute the full and complete commitment 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.
  
- B. Except as otherwise provided in this Agreement, the District and CSEA expressly waive and relinquish the right to bargain collectively on any matter:
  - 1. Whether or not specifically referred to or covered in this Agreement;
  - 2. Even though not within the knowledge or contemplation of either party at the time of negotiations;
  - 3. Even though during negotiations the matters were proposed and later withdrawn.
  
- C. All federal and state laws or rules, mandatorily affecting classified employees and not included in this contract will have the same force and effect as those spelled out in full.
  
- D. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
  
- E. The Board shall have the exclusive right to determine the impacts and effects of matters outside the scope of representation as permitted by the Educational Employment Relations Act.

**ARTICLE 7**  
**DISTRICT/CSEA RELATIONS - CSEA RIGHTS**

California School Employees Association, and its State Center, Chapter 379, shall have the following rights:

- A. CSEA shall have the right of access to bargaining unit members outside of their work hours; i.e., before and after work hours, at meal and break periods.
  
- B. Forms of Communication
  - 1. CSEA may use bulletin boards designated for its use in appropriate places located on campus and at off-campus facilities. All items to be posted shall be officially authorized by the CSEA chapter president. A copy shall be provided to the Chancellor and the Vice Chancellor, Human Resources, or his/her designee, prior to posting. CSEA is limited to the use of no more than one-fourth (1/4) of any one designated bulletin board at any one time.
  
  - 2. CSEA communications placed in staff mailboxes shall bear the letterhead of CSEA and the date of distribution. Only those communications officially authorized by the CSEA chapter president shall be placed in staff mailboxes. A copy of each communication shall be provided to the Vice Chancellor, Human Resources, or his/her designee. CSEA shall be permitted reasonable use of the District's inter-office mail system.
  
  - 3. CSEA shall be permitted reasonable use of the District's email system and video conferencing equipment with the following conditions:
    - a. Only the CSEA Executive Board, negotiations team, and CSEA Field Office and Headquarters may send emails to unit members.
  
    - b. Emails shall only be sent and read outside of work hours.
  
    - c. Only emails regarding the following may be sent:
      - (1) Negotiation updates
      - (2) Chapter meeting announcements
      - (3) Chapter newsletter (limited to one per month unless approved by the Vice Chancellor, Human Resources, or his/her designee)
      - (4) Surveys regarding District matters
      - (5) Recreational activities (limited to no more than one announcement per activity and no more than three activities per fiscal year)
  
    - d. Emails regarding political activities may not be sent.

- e. Prior approval must be received from the Vice Chancellor, Human Resources, or designee, on emails not listed in subsection c above.
  - f. Video conferencing equipment shall only be used for chapter, Executive Board, salary and contract negotiations preparation meetings.
  - g. If abuse is suspected, the District and CSEA shall meet in efforts to resolve the matter. The District reserves the right to discontinue CSEA's use of the District's email system and video conferencing equipment. If the District exercises this right, they must provide written notice to CSEA thirty (30) calendar days prior to the effective date.
- C. CSEA shall be supplied quarterly with a list of members within the bargaining unit upon written request. The list shall contain the name, present classification, date of hire, work location, home address, and primary contact phone number.
  - D. CSEA shall pay for its own supplies whenever the use of District equipment is approved for producing CSEA materials. CSEA shall pay a reasonable fee for such use. The fee shall be established by the District administration and shall be the same fee charged for all non-District materials, comparable to commercial fees. District requirements shall at all times have priority over that of CSEA.
  - E. Upon written request, CSEA will have the right to use institutional facilities, without charge, at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by law depending upon availability of space, and following normal District procedures. CSEA will be expected to maintain the cleanliness of the facilities after use and pay for any associated costs related to the use of District facilities such as cleaning, overtime wages, etc. The District shall provide space for one (1) file cabinet for the CSEA chapter president.
  - F. Materials and data available to the public shall also be available to CSEA pursuant to the Public Records Act.
  - G. Unit members shall not be given time off work for meetings of CSEA unless approved by the Vice Chancellor, Human Resources, or his/her designee.
  - H. The District shall make the Board agenda "packet," all official Board minutes, and all current Board Policies and Administrative Regulations available on the District website.
  - I. CSEA shall furnish annually, and update as required, a list of all officials and representatives authorized to act on CSEA's behalf within five (5) working days of election or appointment. The list shall show name, title, work location, and phone contact. District agrees to grant authorized officials and representatives access to college campuses to transact official CSEA business.

- J. Release Time for Processing Grievances: Each time a designee is to be released from his/her job assignment, to assist another unit member with a grievance, reasonable release time shall be made available for the express purposes set forth in the Educational Employment Relations Act. Release time shall not be provided for a grievance investigation or preparation.
1. The designee shall complete an absence slip and have it approved by the immediate supervisor prior to the meeting.
    - a. In order for the designee to be released, he/she shall give the immediate supervisor a prior day's notice before leaving his/her work station.
    - b. In cases of bonafide emergencies necessitating CSEA assistance, the designee shall be released.
  2. The CSEA President shall authorize the designee who may request release time.
  3. The CSEA President shall request release time from the Vice Chancellor, Human Resources, or his/her designee, prior to the release time.
  4. The Vice Chancellor, Human Resources, or his/her designee, shall request release time from the designee's immediate supervisor prior to the release time.
  5. The designee shall notify the supervisor of the unit member that he/she is assisting prior to giving any assistance. CSEA and the Vice Chancellor, Human Resources, or the Director of Human Resources, shall serve as designees for the purposes of such release time.
- K. Release Time for Negotiations: CSEA shall have the right to designate unit members, the number to be determined by the ground rules, who shall be given mutually agreed upon release time to participate in meet and negotiate sessions, following the same approval process in Section J, numbers 1-5 above.
- L. Release Time for Investigatory Interview: Each time a designee is to be released from his/her job assignment to assist another unit member in an investigatory interview that may lead to discipline, reasonable release time shall be made available for the express purposes set forth in the Educational Employment Relations Act and following the same approval process in Section J, numbers 1-5 above.
- M. If, at the request of the District, a CSEA designee is participating in a District convened shared governance meeting, or attending a Board of Trustees or Personnel Commission meeting, release time is to be granted outside of that specified in this article.
- N. The District shall provide paid release time for up to a total of sixty-four (64) hours for elected delegates to attend the CSEA Annual Conference, upon approval of the immediate supervisor. The District reserves the right to deny the release time based on business needs.

- O. The District shall provide for one (1) CSEA representative to participate in the districtwide new hire orientation to present new CSEA bargaining unit members with introductory information, such as officer listing, the enrollment process, and unit member benefits.

**ARTICLE 8**  
**ORGANIZATIONAL SECURITY**

DUES AND AGENCY FEES

- A. CSEA shall have the right to have membership dues and service fees deducted for members in the bargaining unit.
- B. The District shall deduct, in accordance with the CSEA Dues and Service Fee Schedule provided to the District, dues from the wages of all members of CSEA on the date of execution of this Agreement, and who have submitted dues deduction authorization forms to the District.
- C. The District shall deduct dues, in accordance with the CSEA Dues and Services Fee Schedule, from the wages of all members who, after the date of this Agreement, become members of the CSEA and submit a dues authorization form.
- D. All employed unit members who are not CSEA members and who elect not to initiate a dues deduction authorization form shall pay service fees in an amount no greater than the current CSEA dues. The service fees must not support Association activities beyond the Association's representational obligations. Any dispute between a unit member and the Association over the amount of the service fees must be expedited by the Association and must be consistent with current law. Such service fees may be paid by the unit member by submitting a service fees deduction authorization form to the District, by direct annual payment to CSEA by October 1st of the current fiscal year in lieu of having such fees deducted, or by involuntary deduction from wages pursuant to Education Code Section 88167(b) which is the sole remedy in this Article for failure to voluntarily pay the service fees. CSEA shall provide the District with a list of unit members who have paid service fees in lieu of having fees deducted by November 1<sup>st</sup> of each year. The list shall contain the name, present classification, home address, and primary contact phone number of the unit member.
- E. New unit members, within thirty (30) calendar days from the commencement of actual employment, must submit a dues or service fee deduction authorization form, or shall pay an amount no greater than the current CSEA dues directly to CSEA. Failure to do either shall mean involuntary deduction from wages pursuant to Education Code Section 88167(b) which is the sole remedy in this Article for failure to voluntarily pay the service fees.
- F. 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 service fees to CSEA, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, and chosen by such unit member from the following list of such funds: State Center Community College District Foundation, Community Food Bank, Marjaree Mason Center, ASPCA, and AMVETS.

1. Proof of payment to any fund shall be made on an annual basis to CSEA.
  2. Any dispute over the eligibility of a unit member shall be resolved at any step in the following procedure: (1) investigation by the association; (2) meeting(s) between the association and the unit member; (3) meeting(s) involving the District, the Association and the unit member; and (4) the Grievance Procedure of this Agreement.
- G. CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein.

**ARTICLE 9**  
**EQUAL EMPLOYMENT OPPORTUNITY**

The District and CSEA agree to comply with all pertinent provisions of Title VII and Title IX of the United States 1964 Civil Rights Act, as amended in 1972. The District and CSEA agree expressly not to discriminate illegally against any CSEA bargaining unit member on the basis of race, color, creed, national origin, religion, sex, age, political affiliations, marital status, sexual orientation, or physical handicap. CSEA shall have the right to appoint one (1) unit member to the District Equal Employment Opportunity Committee or its equivalent to the extent such Committee is required under federal law. Complaints brought under the guise of equal employment opportunity, discrimination or harassment will not be addressed through the grievance process. Such complaints will be addressed through the process available in the District's Board Policy or any other such relief as provided by law. This paragraph is not included in the grievance process.

**ARTICLE 10**  
**DISTRICT/CSEA CONSULTATION COMMITTEE**

- A. The District and CSEA agree that communications involving administration of this contract, excluding grievances, and/or negotiable matters, may be facilitated by consultation meetings. The committee shall consist of up to three (3) members from each party.
- B. Either party may request a consultation meeting where it is believed that a resolution of a problem or problems may be feasible.
- C. The party requesting such a meeting shall submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved; and, the date, place, and time requested. The receiving party shall, within three (3) working days, notify the requesting party of agreement or non-agreement to the meeting. Meetings shall be held at times agreeable to both parties. Minutes shall be approved at the next meeting by both parties.
- D. Orientation sessions on this agreement for bargaining unit members will be held during regular working hours; time, date and place to be determined by the District/CSEA Consultation Committee.

**ARTICLE 11**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. CSEA recognizes and agrees that the Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, limited only by Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, expressed or implied, by the laws and the Constitution of the State of California and of the United States.
- B. CSEA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then, only to the extent such specific and express terms are in conformance to the Constitution and laws of the State of California and the Constitution and laws of the United States.
- C. CSEA recognizes and agrees that the District's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to decrease and increase the work force; to establish and change standards; to determine solely the extent to which the facilities of any department therefore shall be operated, and the outside purchase of products or services (such purchases of products or services shall not be the reason for a reduction in present allocated positions held by unit members); the right to introduce new, or improved methods and facilities; and, to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.
- D. CSEA recognizes and agrees that the District retain its rights to amend, modify, or suspend policies and practices referred to in this Agreement in case of emergency. Emergency to be defined as: an act of God, a natural disaster, or other dire interruption of the District's programs. When an emergency is declared, District shall immediately notify and consult with CSEA. The determination of whether or not an emergency exists is solely within the discretion of the Board.
- E. The District may contract out bargaining unit work as permitted by statute and to the extent such contracting out of unit work does not violate state law including the District's and CSEA's rights under the Educational Employment Relations Act.

**ARTICLE 12**  
**PROBATIONARY PERIOD**

- A. After serving a probationary period of 130 working days in paid status, a unit member in the classified service shall thereupon be designated as a permanent employee.
- B. Notwithstanding any other provision in this Agreement, any time a probationary unit member is on any paid or unpaid leave, the time the probationary unit member is absent shall be excluded from satisfying the number of required workdays in any unit member probationary period and constitute a break in the probationary period.
- C. No lateral transfers may take place during a unit member's probationary period.

## ARTICLE 13 HOURS OF WORK

- A. Upon initial employment and upon each change in classification thereafter, each unit member shall be provided his/her classification specification, salary data, assignment or work location, together with duty hours and the prescribed workweek. The salary data shall include the annual, monthly or pay period, daily, hourly, overtime, and differential rate of compensation, whichever are applicable. The unit member shall sign and date the electronic form. The form shall be stored electronically and may be accessed by the District or the unit member at any time.
- B. Work Load: In the event any new position is approved by the Board which requires Saturday and/or Sunday duty, such position shall be offered to existing unit members on a volunteer basis. If no volunteer is accepted, eligible candidates will be considered for the assignment. In the event of necessity, as determined by the District, the least senior unit member shall be assigned.
- C. Work Day: The length of any work day shall be established by the Board in compliance with the law for each position relative to the needs of the District.
- D. Work Week: The Board agrees to establish the work week for unit members as being five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The District may assign unit members to work days other than Monday through Friday when the needs of the District so dictate. Temporary flex week hours may be granted at the unit member's request with approval of the supervisor and must be scheduled within a five (5) day work week.
- E. Food Services Work Year: Food services classifications are employed on a ten-month work year. The District from time to time may have temporary summer employment and unit members in food services classifications may wish to be considered for such temporary employment. The parties recognize that the cost of operating the food services program may inhibit the District from employing regular unit members and the District is not obligated to do so if its financial review would otherwise make it undesirable.
- F. Pay Period Certification: For purposes of timekeeping, unit members will certify each pay period indicating hours worked or an exception to his/her schedule.
- G. Overtime: The Board agrees to compensate unit members, at the rate of one and one-half (1-1/2) times the unit member's regular rate of pay pursuant to the applicable provisions of the Fair Labor Standards Act and the Education Code for each hour of work required in excess of the eight (8) hour work day or forty (40) hour work week. The one and one-half (1-1/2) time compensation rate shall be in addition to the regular rate of pay when applied to work performed on a holiday. Unit members shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for work assigned on the sixth and seventh work day. Unit members cannot work overtime without prior approval of the supervisor.

- H. Overtime Distribution: The supervisor will normally assign overtime on a rotational basis, based on the knowledge and skills (relationship to the assignment) or those members in the unit desiring to work overtime on a voluntary basis. However, the supervisor may assign overtime as needed and the unit member may not refuse overtime if he/she is given reasonable notice, except in cases of emergency as determined by management (reasonable is defined as the previous day). In the event of mandatory assignment of overtime, a unit member may elect to take compensatory time off in lieu of cash compensation for overtime work, unless the immediate supervisor determines the election to be disruptive to the department work or one which creates a financial problem for the department. Compensatory time off shall be granted at the appropriate overtime rate and shall be taken during the same fiscal year, except in any case where such utilization of compensatory time off would violate any State or Federal law. Unit members may accrue not more than 240 hours of compensatory time off. Cash payment for overtime shall be provided to the unit members by June 30th.
- I. Shift Differential Compensation: Any unit member required to work four (4) or more hours per day between the hours of 6:00 p.m. and 12:00 midnight will be paid an additional seven and one-half percent (7-1/2%) of the regular rate of pay for the entire month, providing the assignment is one-half (1/2) or more of the working days in the month. Any unit member required to work four (4) or more hours per day between the hours of 12:00 midnight and 6:00 a.m. will be paid an additional ten percent (10%) of the regular rate of pay for the entire month, providing the assignment is one-half (1/2) or more of the working days in the month.
- J. Split Shift Differential: If a unit member's assigned shift contains one (1) or more periods of unpaid time that exceed two (2) hours, unless mutually agreed, the unit member shall be paid a shift differential of five percent (5%) above the regular rate of pay for all hours worked for the month providing the assignment is for more than one-half (1/2) the working days in the month.
- K. Flexible-Hour Unit Members: A flexible-hour unit member is one that is hired in a CSEA classified position.
1. There are three (3) types of flexible-hour unit members: flexible-hour/full-time or part-time, flexible-hour/year-round, and flexible-hour/seasonal.
    - a. Flexible-hour/full-time or part-time unit members work more than six (6) months per fiscal year, have a guaranteed amount of hours per week, and have shifts that can vary on a daily basis and will be scheduled based on the needs of the department/position within which they are hired.
    - b. Flexible-hour/year-round unit members work more than six (6) months per fiscal year, have hours that can fluctuate per week, and have shifts that can vary on a daily basis and will be scheduled based on the needs of the department/position within which they are hired. Unit members in this category will accrue sick leave, vacation days and holidays in accordance with the California Education Code prorated for less than 40 hours per week and less than twelve months per year.

- c. Flexible-hour/seasonal unit members work less than six (6) months per fiscal year, have hours that can fluctuate weekly, and have shifts that can vary on a daily basis and will be scheduled based on the needs of the department/position within which they are hired. Unit members in this category will accrue sick leave, vacation days and holidays in accordance with the California Education Code prorated for less than 40 hours per week and less than twelve months per year.
2. Compensation would also fluctuate monthly for flexible-hour/year-round and flexible-hour/seasonal unit members based on actual hours worked for that month. The pay period for flexible-hour/year-round and flexible-hour/seasonal unit members will begin on the 15<sup>th</sup> of each month and end on the 14<sup>th</sup> of the succeeding month in order to report actual hours worked.
  3. Flexible-hour unit members will be notified of any change in hours as soon as possible before the change.
  4. Flexible-hour unit members may be eligible for prorated benefits. To be eligible for pro-rated insurance, the flexible-hour unit member's regular assignment must be a minimum average of 30 hours per week averaged over a twelve (12) month period.
  5. Flexible-hour unit members will be paid for actual hours worked.
  6. The Bookstore Seasonal Assistant and Bookstore Sales Clerk I – Seasonal positions are intended to be used intermittently at peak registration periods when the Bookstore has a heavy volume of business. These positions will not be employed for more than four (4) weeks during the Fall and Spring peak periods.
  7. The Faculty Sign Language Interpreter positions are intended to be used intermittently to provide sign language interpreting support for faculty during the faculty meetings which precede the Fall and Spring semesters, the first Sign Language class of each semester, department meetings, committee meetings, and staff development activities.
  8. The following positions are flexible-hour:

|  |
|--|
| <u>Flexible-Hour/Full-Time or Part-Time:</u>         |
| Athletic Trainer (Position #5097)                    |
| Piano Accompanist (Position #2443)                   |
| Sign Language Interpreter III – PPT (Position #8134) |
| Sign Language Interpreter IV – PPT (Position #8135)  |
| Sign Language Interpreter III – PPT (Position #8532) |
| Sign Language Interpreter IV – PPT (Position #8533)  |
| Sign Language Interpreter III – PPT (Position #3180) |
| Sign Language Interpreter III – PPT (Position #4056) |
| Theatre Manager (Position #8537)                     |

|   |
|---|
| <u>Flexible-Hour/Year-Round:</u>                      |
| Early Childhood Education Specialist (Position #4055) |
| Educational Advisor (Positions #2459 & #2495)         |
| Faculty Sign Language Interpreter                     |
| Foundation Events Planner (Position #1167)            |
| Orientation Assistant                                 |
| Piano Accompanist (Position #2442)                    |
| Piano Accompanist (Position #5033)                    |
| Registration Assistant                                |
| Sign Language Interpreter I                           |
| Sign Language Interpreter II                          |
| Sign Language Interpreter III                         |
| Sign Language Interpreter IV                          |

|                                    |
|------------------------------------|
| <u>Flexible-Hour/Seasonal:</u>     |
| Athletic Trainer (Position #3156)  |
| Athletic Trainer (Position #5093)  |
| Bookstore Sales Clerk I - Seasonal |
| Bookstore Seasonal Assistant       |
| Seasonal Student Advisor           |

- L. Lunch Periods: The District will provide all bargaining unit members with an uninterrupted lunch period after the unit member has been on duty for four (4) hours, but not to exceed six (6) hours. The District shall establish the length of time for such lunch periods but for not less than one-half (1/2) hour.
  
- M. Rest Periods: The District will provide one paid fifteen (15) minute rest period for each four (4) hours of work. The supervisor will schedule the rest period, which should normally be in the middle of each four (4) hour work period. Special work shifts or evening work shifts may take a rest period of thirty (30) minutes for each eight (8) hours of work to be scheduled by the supervisor, e.g., custodians working 10:30 p.m. to 7:00 a.m. Rest period shall not be used to arrive late or leave early. Rest periods may not be combined with or added to lunch periods to create a longer lunch period.
  
- N. Minimum Call-in Time: A unit member required to work on a day when the unit member is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate. This does not apply to pre-scheduled overtime. If the unit member is called to work but it is performed off-campus (such as by remote device), the unit member shall be guaranteed a minimum of one (1) hour of work. However, this does not apply to work performed in de minimis time. De minimis time is defined by the FLSA as infrequent and insignificant periods of time beyond the scheduled working hours which cannot as a practical matter be precisely recorded for payroll purposes and therefore may be disregarded. The courts have held that such periods of time are de minimis (insignificant). This rule applies only where there are uncertain and indefinite periods of time involved, a few seconds or minutes in duration, and where the failure to count such time is justified by industrial realities.

**ARTICLE 14**  
**TEMPORARY WORK LOCATION TRANSFER**

- A. Work location is defined as Fresno City College, District Office, Reedley College, Clovis Community College, and each of their associated centers and sites, or any other work location as may be developed. Transfer of unit members from one work location to another on a temporary basis may be initiated by the District's management at any time such transfer is judged to be in the best interest of the District. Such transfer shall not exceed sixty (60) working days except that a transfer may exceed sixty (60) working days in the case of a permanent unit member on a temporary leave of absence. The unit member affected by such transfer shall be given at least a five (5) working days' notice and a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer.
  
- B. The job site transfer process is not subject to the provisions of the grievance article of this Agreement unless the temporary transfer exceeds sixty (60) working days, except when such transfer is to replace a permanent unit member on a temporary leave of absence.
  
- C. Mileage: Mileage beyond normal commute is to be paid between all sites. Any member of the bargaining unit assigned to a temporary work location shall be entitled to mileage reimbursement upon submission of proper verification forms to the immediate supervisor. Any mileage compensation shall be compensated by the reimbursement rate established by the Board. Mileage reimbursement shall be limited to any increase in mileage resulting from the difference between the unit member's home and regular work site and the unit member's home and temporary work site.

**ARTICLE 15**  
**UNIFORMS, TOOLS AND EQUIPMENT**

- A. Uniforms: The manager may require unit members in the following departments to wear uniforms. Upon termination, all uniforms will remain the property of the State Center Community College District.
1. Athletics
  2. Biology
  3. Building Services
  4. Chemistry
  5. Food Services
  6. Grounds Services
  7. Maintenance & Operations
  8. Manufacturing Technology
  9. Mechanized Agriculture
  10. Nursing
  11. Physical Science
  12. Other departments when required by management.
- B. Instructional Laboratory Technicians: The District agrees to provide laboratory technicians with two (2) wash and wear laboratory coats.
- C. Replacement of uniforms shall be approved by the immediate supervisor.
- D. Food Services: Unit members in food services are provided one meal per shift.
- E. Tools: The District agrees to provide all tools, equipment, and supplies reasonably necessary to unit members for the performance of their assigned duties. Each unit member shall be responsible for equipment entrusted to his or her control. Loss of equipment and unauthorized removal of equipment should be reported immediately to the appropriate administrator. Equipment shall only be removed from campus with proper authorization as evidenced on the form which follows AR 6535 Off-Premises Equipment Checkout Form.
- F. Replacing or Repairing Unit Member's Property: The District agrees to reimburse unit members for loss or damage to personal property required in the course of employment, but in no case shall the District pay for personal property not required. The reimbursement will be at fair market value and will be limited to a maximum of \$100 per fiscal year. Loss or damage reimbursement shall only occur upon the following conditions:
1. The property was being used upon the prior written authorization of the supervisor.
  2. The property was being used in a manner prescribed for its intended use.
  3. The loss or damage is reported immediately to the supervisor.

4. The loss or damage was not the result of intentional misuse, negligence or carelessness.
- G. Safety Equipment: Should the employment duties of a member in the bargaining unit require reasonable use of any equipment or gear to ensure the safety of the unit member or others, the District agrees to furnish such equipment or gear. The District agrees to purchase rain gear for unit members required to work in inclement weather.
- H. Hold Harmless Clause: Whenever any civil or criminal action is brought against a unit member for any action or omission arising out of or while acting in the course of his/her assigned duties, if protecting property or persons on District property, the District agrees to pay the costs of defending such action. This paragraph does not apply to civil or criminal action arising out of willful violation of a penal statute or ordinance.

**ARTICLE 16  
PAY AND ALLOWANCES**

Compensation for members of the Classified Bargaining Unit shall include but not be limited to:

- A. Salary
- B. Step and longevity
- C. Salary/wage-fringe impact
- D. Additional costs as related to the implementation of the Agreement (includes step/longevity increase)

Section 1. Salary:

A. 2017-2018 Salary

Effective July 1, 2017, the District shall provide for the 2017-2018 fiscal year an increase of one and one-half percent (1.50%) to each cell of the CSEA salary schedule in effect during the 2015-2016 fiscal year retroactive to July 1, 2017 for unit members. For the 2017-2018 fiscal year, the District shall also provide unit members with a one-time, off-schedule payment of one and one-half percent (1.50%) to be paid on the July 2018 paycheck.

2018-2019 Salary

Effective July 1, 2018, the District shall provide for the 2018-2019 fiscal year an increase equivalent to one-half (1/2) of the Statutory Cost-of-Living Adjustment (COLA) plus three-quarter percent (0.75%) to each cell of the CSEA salary schedule in effect during the 2017-2018 fiscal year for unit members. For the 2018-2019 fiscal year, the District shall also provide unit members with a one-time, off-schedule payment of one-half percent (0.50%) (July 1, 2018 – November 30, 2018 to be paid on the December 2018 paycheck and December 1, 2018 – June 30, 2019 to be paid on the July 2019 paycheck).

2019-2020 Salary

Effective July 1, 2019, the District shall provide for the 2019-2020 fiscal year an increase equivalent to one-half (1/2) of the Statutory Cost-of-Living Adjustment (COLA) plus three-quarter percent (0.75%) to each cell of the CSEA salary schedule in effect during the 2018-2019 fiscal year for unit members. For the 2019-2020 fiscal year, the District shall also provide unit members with a one-time, off-schedule payment of one-half percent (0.50%) (July 1, 2019 – November 30, 2019 to be paid on the December 2019 paycheck and December 1, 2019 – June 30, 2020 to be paid on the July 2020 paycheck).

- B. Unit members can access a current accounting of his/her sick leave and vacation on the internet.

- C. An IRC section 125 Plan shall be continued in accordance with Governmental rules and regulations for unit members for medical insurance plans made available by the District. CSEA agrees to defend, indemnify and hold harmless the District, its officers, agents, and employees from any claims, demands, damages, or other liability, including costs and attorney fees arising out of this section or the administration or implementation thereof. Upon valid service of a summons and complaint or of a claim under the Government Tort Claims Act, the District agrees to notify CSEA thereof and to cooperate as reasonably necessary for the defense or settlement of such action.
- D. The State Center Community College District recognizes its obligation to bargain over salary and benefits to unit members represented by the Exclusive Representative.
- E. Salary Dispute: Any dispute pertaining to the salary provisions contained herein is subject to the Grievance Procedure of this Agreement except, however, that only CSEA may bring a grievance concerning such implementation and any such grievance must be filed within ten (10) working days of notice from the District of any proposed implementation of these provisions. The District will notify CSEA concerning its calculations pursuant to the salary provisions contained herein. Such notification shall be in writing. If CSEA disagrees with the calculations, it shall notify the District within ten (10) working days. Such notice of the disagreement shall include calculations prepared by CSEA. The District may implement its proposed calculations, the proposed calculations from CSEA, or attempt to resolve the disagreement. If the matter cannot be satisfactorily implemented or resolved, by mutual agreement, the parties shall agree to reopen negotiations regarding salaries at which time these salary formula provisions shall be of no force or effect.

#### Section 2. Base Rate:

- A. The base rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in the Salary Schedule, which includes "salary step" increases. Placement on the salary schedule shall be based on the unit member's years of service in a position with the District.
- B. Shift differential pay, longevity increases, and professional growth stipends required to be paid under this Agreement shall be added to the base rate of pay.
- C. This Agreement shall provide for the granting of step and longevity increases effective July 1, or the appropriate anniversary date thereafter.

#### Section 3. Salary/Longevity Schedule Progression:

- A. The following formula shall determine a classified unit member's progression on the salary/longevity schedule: A unit member may advance in salary step/longevity only if a unit member's performance is evaluated as "meets standards" or better, and if a unit member successfully completed twelve (12) months of paid service in a position.
- B. If a unit member is not performing to standards, he/she should not be allowed to advance in salary step/longevity until the unit member is determined to "meet standards" upon being evaluated six (6) months following the performance evaluation which indicated a failure to

“meet standards.” A unit member receiving less than “meets standards” on their performance evaluation and who will subsequently be denied their step/longevity increase, may request a review of their performance evaluation by the Vice Chancellor, Human Resources, or his/her designee. The unit member shall have the right of representation.

- C. Longevity schedule progression will not be affected the first time a unit member receives an overall rating of less than “meets standards” on his/her performance evaluation. Any unit member who receives a subsequent rating of less than “meets standards” will not be allowed to advance in salary step/longevity until the unit member is determined to “meet standards.” This is a one-time exception.

Section 4. Longevity Pay:

- A. Longevity pay shall be computed from the base rate of pay at two and one-half percent (2-1/2%) after successful completion of ten (10) years of paid service (based on the unit member’s anniversary date) and two and one-half percent (2-1/2%) at each additional level up to five (5) levels for each classified unit member within the State Center Community College District.
- B. The Longevity Pay Schedule is as follows:

| <u>Level</u> | <u>Years of Service</u> | <u>Benefit</u>        |
|--------------|-------------------------|-----------------------|
| Level 1      | 10 years                | Base Salary + 2 1/2%  |
| Level 2      | 14 years                | Base Salary + 5%      |
| Level 3      | 17 years                | Base Salary + 7 1/2%  |
| Level 4      | 21 years                | Base Salary + 10%     |
| Level 5      | 25 years                | Base Salary + 12 1/2% |

Section 5. Professional Growth:

- A. Unit members are eligible to participate in the professional growth plan after three (3) years of service with the District.
- B. Criteria for placement on the professional growth schedule is as follows:
  1. College semester units: = Actual unit value. Quarter units will be converted into semester units.
  2. Seminars/Workshops not taken on District time or at District expense: = Eight (8) hours is equivalent to 1/2 unit.
  3. Proficiency examinations/certificates of achievement: = Actual semester units or eight (8) hours = 1/2 semester unit.
  4. Unit members must turn in official transcripts.
  5. Units must be attained from a nationally or regionally accredited institution.

- 6. Units must be job-related or towards a degree or certificate.
  - 7. Units whose fees were waived by the District may not count towards professional growth.
- C. Petitions for advancement and documentation shall be forwarded directly to the Director of Human Resources by June 25, for implementation on July 1, of each fiscal year.
  - D. Disputed cases may be appealed to the Chancellor, or his/her designee. The decision of the Chancellor or his/her designee is final.
  - E. Unit members qualify for units earned after employment. Credit shall be given for college units completed with a "C" or better while employed with the District. Professional growth steps, as indicated in the following placement chart, are additions to the unit member's monthly base salary:
 

|                  |      |      |      |       |
|------------------|------|------|------|-------|
| Units completed: | 15   | 30   | 45   | 60    |
| Monthly amount:  | \$25 | \$50 | \$75 | \$100 |
  - F. Unit members employed part-time, less than eight (8) hours per day, will be paid a pro rata share of the professional growth stipend.
  - G. A professional growth stipend shall cease when a unit member promotes into a classification or position where the skills attained through professional growth are considered a minimum requirement for the new position. In no event shall the reduction in professional growth stipend cause a unit member to receive less salary per month than that which he/she earned in the former position.

Section 6. Promotions:

Unit members who receive a promotion to a classification allocated to a higher salary range shall be placed on the step of the higher classification which is a five percent (5%) increase in base rate of pay. The unit member's anniversary date within the classification to which he/she is promoted shall be the first of the month following the date of hire in the higher classification, unless the date of hire is the first of the month, then that is considered the anniversary date. Step placement for promotion shall be based on a regular assignment.

Section 7. Direct Deposit:

The District shall, as soon as is practicable, implement electronic transfer of payroll to unit members' personal bank or trust account unless the unit member otherwise declines the electronic transfer by filing an appropriate written notice with the District Payroll Office.

Section 8. Compensation for Working Out of Class:

- A. Classified members in the bargaining unit are not permitted to perform duties which are not fixed and prescribed for the position by the Governing Board unless the duties reasonably relate to those fixed for the position by the board, except as provided in this provision for working out-of-class. If doubt exists concerning any particular classification, the Human

Resources office will clarify what is and what is not within classification. Disputed cases may be appealed to the Vice Chancellor, Human Resources. The decision of the Vice Chancellor, Human Resources is final.

- B. A unit member shall work out-of-class only when directed to do so and is therefore required to perform duties inconsistent with the duties for their assigned position. If the period of time the unit member is required to perform the inconsistent duties exceeds five (5) working days within a fifteen (15) calendar day period and the inconsistent duties are in the higher classification than the regular assigned position, the unit member shall be paid for each such day, at the rate commencing the first day of out-of-class work by being placed in the step of the higher salary classification which is greater than but nearest to a five percent (5%) increase in rate. If a bargaining unit member is directed to perform the duties in a higher classification for a management position, and such work period exceeds five (5) working days in any fifteen (15) calendar day period, the unit member shall be paid an additional amount not to exceed fifteen percent (15%) of the current base pay rate of the unit member.

Section 9. Automatic Payroll Deduction (Overpayment):

In the event a unit member is overpaid for any reason, the District may make an automatic payroll deduction in the unit member's paycheck to cover the costs of the overpayment in the same increments as the overpayment, providing the total repayment occurs by the end of the fiscal year unless there is mutual agreement between the District and CSEA concerning the affected unit member to extend beyond the fiscal year.

**ARTICLE 17**  
**ANNIVERSARY DATES**

- A. Vacation Accrual Rate and Longevity Increase: The anniversary date for vacation accrual rate increases and longevity increases is effective the first of the month following a unit member's first date of hire, unless the date of hire is the first of the month in which case it will be the same date. The vacation accrual rate and longevity increase anniversary date will be the date measured to determine both the rate a unit member accrues vacation and when a unit member will receive a longevity increase.
- B. Step Increase: The anniversary date for step increases is effective the first of the month following a unit member's completion of the required period of twelve (12) months of paid service in a permanent classification, unless the date of hire is the first of the month in which case it will be twelve (12) months from the date of hire. The step increase anniversary date will be the date measured to determine when a unit member will receive a step increase.

Step increase anniversary dates may change due to promotions, demotions, lateral transfers into a related classification, or transfers into an unrelated classification.

- C. Anniversary Dates will be Adjusted Due to the Following:
1. Unpaid Leave beyond the ten (10) days provided by Article 26, Section 1
  2. Personal Leave provided by Article 26, Section 2
  3. Unpaid Health Leave of Absence provided by Article 27
  4. Any break in service from the District

**ARTICLE 18**  
**HEALTH AND WELFARE BENEFITS**

Section 1. Medical Insurance:

To be eligible for District-sponsored group medical insurance plan, a unit member's regular assignment must be a minimum of thirty (30) hours per week during their assigned work year. Unit members may also be offered medical insurance if the unit member becomes eligible under the regulations of the Affordable Care Act (ACA).

- A. The District shall provide District-sponsored group medical insurance coverage for eligible unit members and their eligible dependents, conditioned upon the provisions of this Article. The District's contribution to the premium is set forth in Section 6 of this Article.
- B. District-sponsored group medical insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
- C. Any District-sponsored group medical insurance plan(s) offered to unit members shall first be mutually agreed to by the District and CSEA.
- D. Unit members and their eligible dependents shall become eligible for medical insurance benefits on the first of the month following his/her date of hire, upon completion of enrollment requirements.
- E. Eligible unit members are required to enroll in a District-sponsored medical insurance plan according to EdCare Joint Powers Agreement and insurance carrier requirements. If an eligible unit member fails to submit enrollment forms to the District Benefits Office within thirty-one (31) calendar days from the date of hire, which includes the date of hire, the District will automatically enroll the unit member into the lowest cost medical plan option for the District. The unit member will be responsible for any portion of the premium in excess of the District's contribution for the medical plan.

Section 2. Dental Insurance:

- A. The District shall provide District-sponsored group dental insurance coverage for eligible unit members and their eligible dependents. The benefit level cap shall be one thousand, five hundred dollars (\$1,500.00) per policy year.
- B. District-sponsored group dental insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
- C. Unit members and their eligible dependents shall become eligible for District-sponsored group dental insurance benefits on the first of the month following successful completion of

six (6) full months of employment with the District, upon prior completion of enrollment requirements.

- D. Eligible unit members are required to enroll in District-sponsored group dental insurance coverage according to EdCare Joint Powers Agreement and insurance carrier requirements. If an eligible unit member fails to submit enrollment forms to the District Benefits Office within thirty-one (31) calendar days from the date of hire, which includes the date of hire, the District will automatically enroll the unit member into the dental plan option.

Section 3. Vision Insurance:

- A. The District shall provide District-sponsored group vision insurance coverage for eligible unit members and their eligible dependents.
- B. District-sponsored group vision insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
- C. Unit members and their eligible dependents shall become eligible for District-sponsored group vision insurance coverage benefits on the first of the month following successful completion of six (6) full months of employment with the District, upon prior completion of enrollment requirements.
- D. Eligible unit members are required to enroll in District-sponsored group vision insurance coverage according to EdCare Joint Powers Agreement and insurance carrier requirements. If an eligible unit member fails to submit enrollment forms to the District Benefits Office within thirty-one (31) calendar days from the date of hire, which includes the date of hire, the District will automatically enroll the unit member into the vision plan option.

Section 4. Life Insurance:

- A. The District shall provide District-sponsored group term life insurance coverage for eligible unit members and their eligible dependents. The amount shall be fifty thousand dollars (\$50,000.00) level term for the unit member plus five thousand dollars (\$5,000.00) for dependent coverage.
- B. To be eligible for District-sponsored group term life insurance, a unit member's regular assignment must be a minimum of forty (40) hours per week during their assigned work year and the dependent must be enrolled on the unit member's medical insurance plan.
- C. District-sponsored group term life insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
- D. Unit members and their eligible dependents shall become eligible for District-sponsored group term life insurance benefits on the first of the month following successful completion

of six (6) full months of employment with the District, upon prior completion of enrollment requirements.

Section 5. Long Term Disability (LTD) Insurance:

- A. The District shall provide long-term disability insurance coverage options for eligible unit members.
- B. Eligible unit members have the following long-term disability insurance coverage options depending on their date of hire:
  - 1. Option 1 (Unit members hired on or before August 31, 2013):  
For eligible unit members hired into full-time, benefited positions on or before August 31, 2013, the District shall provide, at the District's expense, long-term disability insurance coverage. If the unit member separates employment from the full-time, benefited position, the LTD benefit under this section will be lost. If the unit member is rehired into a full-time, benefited position at a later date, he/she will be eligible to purchase a voluntary long-term disability plan as noted in Option 2. Additional supplemental voluntary long-term disability insurance coverage shall be available to purchase at the unit member's expense during open enrollment, per the requirements of the carrier.
  - 2. Option 2 (Unit members hired on or after September 1, 2013):  
For eligible unit members hired into full-time, benefited positions on or after September 1, 2013, the District shall provide, at the unit member's expense, voluntary long-term disability insurance coverage.
- C. To be eligible for long-term disability insurance, a unit member's regular assignment must be a minimum of thirty (30) hours per week during their assigned work year.
- D. Long-term disability insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
- E. Unit members may refer to the plan document for their applicable policy to determine coverage as provided by the carrier.
- F. Should an eligible unit member be deemed disabled and approved for LTD benefits by the insurance carrier, the unit member may receive up to sixty percent (60%) of his/her current salary with a maximum payout of five thousand dollars (\$5,000.00) per month.

Section 6. District Insurance Premium Contributions:

- A. The District's contribution to the medical insurance premium shall be an amount not to exceed a maximum monthly contribution of one thousand, twenty-nine dollars (\$1,029.00) per month per eligible unit member. The unit member shall pay the difference between the District medical premium contribution and the cost of any premium in excess of the District

contribution for any selected medical plan. If the full-time faculty bargaining unit, District Peace Officers Association, management, and/or confidential employees receive an increase to their District medical insurance premium contribution, then the CSEA bargaining unit members shall receive the same increase.

- B. The District will contribute a premium amount equivalent to the premium cost of the dental insurance plan.
- C. The District will contribute a premium amount equivalent to the premium cost of the vision insurance plan.
- D. The District will contribute a premium amount equivalent to the premium cost of the life insurance plan.

Section 7. Retiree Medical Insurance:

- A. The retiree medical insurance provisions shall be effective for eligible unit members who retire during the term of the Agreement.
- B. The retiree medical insurance program covers the medical insurance plan only. The dental and vision plans may be continued at the unit member's expense with the insurance carrier(s) under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The life insurance plan may be continued at the unit member's expense directly with the insurance carrier(s). The long-term disability plan ends upon retirement and is not portable. Should the unit member have voluntary insurance plans and/or deductions, he/she may be eligible to continue those on an individual basis directly with the individual carrier/agency.
- C. Eligible spouse/registered domestic partner and eligible dependents may be covered under the retiree medical insurance plan if enrolled on the medical plan at the time of retirement. Upon death of retiree, coverage will be terminated for both the surviving spouse/registered domestic partner and surviving dependents unless the option chosen had a surviving spouse/registered domestic partner benefit in which case surviving dependents can only remain on the plan if the surviving spouse/registered domestic partner is still enrolled on the plan.
- D. Unit members who retire from the District and later return to work at the District in a capacity that makes him/her eligible for medical insurance will no longer continue to receive retiree benefits.
- E. Upon retirement from the District, eligible unit members shall have the option to either opt out or make an election of one of the following retiree medical insurance options:
  - 1. Unit members hired on or before June 30, 2013:
    - a. Option 1.1A
    - b. Option 1.1B
    - c. Option 2.1A

2. Unit members hired on or after July 1, 2013:
  - a. Option 1.2A
  - b. Option 1.2B
  - c. Option 2.2A

Option 1.1 (Unit members hired on or before June 30, 2013):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's medical insurance plan, the District shall contribute a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:
  1. The unit member shall have retired after ratification/approval of this collective bargaining agreement by both parties.
  2. The unit member has attained his/her fiftieth (50th) birthday.
  3. The unit member shall have served the District in a full-time, benefited position for a minimum of ten (10) consecutive years immediately preceding retirement.
  4. The retiree is receiving his/her regular retirement allowance from PERS or STRS.
  5. This benefit terminates on the date the retiree reaches age of Medicare eligibility.
  6. This benefit is for the unit member and eligible spouse/registered domestic partner enrolled on the medical plan at time of retirement. If the spouse/registered domestic partner is not enrolled on the medical plan at time of retirement, he/she will not be eligible for spousal/registered domestic partner benefits under this section.
  7. Retirees who are eligible for the benefit of Option 1.1A and who attain their age of Medicare eligibility shall be eligible to receive the benefits of Option 1.1B if the retiree meets, at time of retirement, all the conditions stated in Option 1.1B.
- B. The District shall contribute a maximum sum of one thousand, six hundred dollars (\$1,600.00) per year toward the District-sponsored medical insurance premiums to unit members who retire after ratification/approval of this collective bargaining agreement by both parties. The unit member may waive the medical insurance coverage under this provision, and he/she may elect to purchase dental insurance or vision insurance, or both, to the extent allowable by the insurance carrier under COBRA.
  1. The unit member has attained their sixty-fifth (65th) birthdays, and prior to reaching age seventy (70).
  2. The unit member has served the District in a full-time, benefited position for fifteen (15) consecutive years prior to retirement.

3. The retiree and eligible spouse/registered domestic partner must enroll in Medicare Part A and Part B when first qualified.
4. The maximum District contribution as stated in Option 1.1B and in effect on September 1, 2000, shall be increased annually by two percent (2%) effective September 1<sup>st</sup> each year thereafter.
5. The retiree is receiving his/her regular retirement allowance from PERS or STRS.
6. If a retiree and/or eligible, covered spouse/registered domestic partner drops his/her medical insurance for any reason, he/she is not eligible for re-enrollment.
7. Such contribution shall be paid by the District only until the retiree attains age seventy (70), except any unit member who has served the District for twenty (20) years or more shall continue to be eligible for the District contribution in Option 1.1B above for life.

Option 1.2 (Unit members hired on or after July 1, 2013):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's retiree medical insurance program, the District will contribute a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:
  1. The unit member shall have retired after ratification/approval of this collective bargaining agreement by both parties.
  2. The unit member has attained his/her fiftieth (50th) birthday.
  3. The unit member shall have served the District in a full-time, benefited position for a minimum of ten (10) consecutive years immediately preceding retirement.
  4. The retiree is receiving his/her regular retirement allowance from PERS or STRS.
  5. This benefit terminates on the date the unit member reaches age of Medicare eligibility.
  6. Upon death of retiree, surviving spouse/registered domestic partner shall not be eligible to participate in plan and coverage will be terminated at the end of the month.
  7. Retirees who are eligible for the benefit of Option 1.2A and who attain their age of Medicare eligibility shall be eligible to receive the benefits of Option 1.2B if the retiree meets, at time of retirement, all the conditions stated in Option 1.2B.
- B. The District shall contribute a maximum sum of two thousand, twenty-nine dollars and nineteen cents (\$2,029.19) per year toward medical insurance premiums to unit members who retire after ratification/approval of this collective bargaining agreement by both parties. The unit member may waive the medical insurance coverage under this provision, and he/she

may elect to purchase dental insurance or vision insurance, or both, to the extent allowable by the insurance carrier under COBRA.

1. The unit member has attained their sixty-fifth (65th) birthday, and prior to reaching age seventy (70).
2. The unit member has served the District in a full-time, benefited position for fifteen (15) consecutive years prior to retirement.
3. The retiree and eligible spouse/registered domestic partner must enroll in Medicare Part A and Part B when first qualified.
4. The retiree is receiving his/her regular retirement allowance from PERS or STRS.
5. If a retiree or eligible, covered spouse/registered domestic partner drops his/her medical insurance for any reason, he/she is not eligible for re-enrollment.
6. Such contribution shall be paid by the District only until the retiree attains age seventy (70).
7. Upon death of retiree, surviving spouse/registered domestic partner shall not be eligible to participate in plan and coverage will be terminated at the end of the month.

Option 2.1 (Unit members hired on or before June 30, 2013):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's medical insurance program, the District will contribute a maximum of seventy percent (70%) of the District's contribution per year toward the medical insurance premiums to unit members conditioned upon the following:
  1. The unit member shall have retired after ratification/approval of this collective bargaining agreement by both parties.
  2. The unit member has attained his/her sixtieth (60th) birthday.
  3. The unit member shall have served the District in a full-time, benefited position for a minimum of ten (10) consecutive years immediately preceding retirement.
  4. The retiree is receiving his/her regular retirement allowance from PERS or STRS.
  5. This benefit terminates on the date the unit member reaches age of Medicare eligibility.
  6. Upon death of retiree, surviving spouse/registered domestic partner shall not be eligible for benefit contribution until he/she reaches age sixty (60).
  7. Surviving spouse/registered domestic partner's benefit terminates on the date the surviving spouse/registered domestic partner reaches age of Medicare eligibility.

8. Unit members who elect Option 2.1A which provides an enhanced pre-age of Medicare eligibility contribution toward medical coverage, are not eligible for District contribution toward the medical insurance supplement to Medicare (Option 1.2B).
9. If a retiree or eligible, covered spouse/registered domestic partner drops his/her medical insurance plan for any reason, he/she is not eligible for re-enrollment.

Option 2.2 (Unit members hired on or after July 1, 2013):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's medical insurance program, the District will contribute a maximum of seventy percent (70%) of the District's contribution per year toward the medical insurance premiums to unit members conditioned upon the following:
  1. The unit member shall have retired after ratification/approval of this collective bargaining agreement by both parties.
  2. The unit member has attained his/her sixtieth (60th) birthday.
  3. The unit member shall have served the District in a full-time, benefited position for a minimum of ten (10) consecutive years immediately preceding retirement.
  4. The retiree is receiving his/her regular retirement allowance from PERS or STRS.
  5. This benefit terminates on the date the unit member reaches age of Medicare eligibility.
  6. Upon death of retiree, surviving spouse/registered domestic partner shall not be eligible to participate in plan and coverage will be terminated at the end of the month.
  7. Unit members who elect Option 2.2A which provides an enhanced pre-age of Medicare eligibility contribution toward medical coverage, are not eligible for District contribution toward the medical insurance supplement to Medicare (Option 1.2B).
  8. If a retiree or eligible, covered spouse/registered domestic partner drops his/her medical insurance plan for any reason, he/she is not eligible for re-enrollment.

Section 8. Retiree Life Insurance:

Upon retirement, unit members have the option to continue their District-sponsored group term life insurance coverage at their own expense directly through the insurance carrier and as per the insurance carrier's guidelines.

Section 9. Consolidated Omnibus Budget Reconciliation Act (COBRA):

Upon separation from the District, unit members have the option to continue their District-sponsored medical, dental, and vision insurance plans at their own expense as afforded under COBRA legislation. All COBRA plans are administered directly through the District's third-party administrator.

**ARTICLE 19  
HOLIDAYS**

- A. Each year the Board of Trustees shall determine the holiday schedule. Effective with the 2018-19 fiscal year, the Board shall provide twelve (12) paid holidays for all unit members. Unit members in unpaid status on the last Friday prior to the last Monday in May and continuing through July 31, shall not receive pay for Memorial Day and Independence Day. The holiday schedule is as follows:
  - 1. Independence Day.....July 4
  - 2. Labor Day ..... First Monday in September
  - 3. Admission Day ..... In Lieu Determined by the Board of Trustees
  - 4. Veterans Day..... November 11
  - 5. Thanksgiving Day.....Thursday in November proclaimed by the President
  - 6. Christmas Day..... December 25
  - 7. Winter Break Holiday .....Determined by the Board of Trustees
  - 8. New Year’s Day..... January 1
  - 9. Martin Luther King, Jr. Day ..... Third Monday in January
  - 10. Lincoln Day... ..... Friday before Washington Day
  - 11. Washington Day..... Third Monday in February
  - 12. Memorial Day ..... Last Monday in May
  
- B. For unit members who have satisfactorily completed their probationary period of 130 working days, four (4) additional holidays shall be granted. The Board shall determine placement of these holidays.
  
- C. All new unit members shall not be paid for a holiday preceding their first day of employment.
  
- D. Unit members whose employment terminates the day preceding a holiday shall not receive compensation for the holiday. A unit member leaving the classified service must be in a paid status the day succeeding the holiday to receive compensation for the holiday.
  
- E. Unit members shall only receive holiday pay if they are in paid status during any portion of the working day immediately preceding or succeeding the holiday.
  
- F. Unit members shall be given a holiday on every day appointed by the President, or by the Governor of this State, as a public fast, Thanksgiving, or holiday.
  
- G. For unit members whose workweek is defined as Tuesday through Saturday or Wednesday through Sunday and a holiday falls on both a Friday and a Monday (e.g. Lincoln’s and Washington’s Birthdays), the unit member will be given the option, subject to the approval of the supervisor, to make up the Saturday workday or the Saturday/Sunday workdays on the preceding Monday or Monday and Tuesday should the worksite be closed on those unit member’s work days.

- H. Unit members scheduled to perform duties on designated holidays shall receive eight (8) hours for the holiday at their regular rate of compensation, plus one and one-half (1-1/2) times their regular rate of compensation for their hours worked. Unit members who do not work on designated holidays shall receive eight (8) hours for the holiday at their regular rate of compensation.
  
- I. Unit members normally employed less than eight (8) hours per day and less than five (5) days per week are entitled to that proportion of paid holidays as the number of hours they normally work bears to forty (40) hours per week.

**ARTICLE 20**  
**VACATION LEAVE**

- A. Eligibility: Members of the bargaining unit shall accumulate vacation at the regular rate of pay earned at the time vacation is commenced.
- B. Accrual Rate: Unit members shall accrue paid annual vacation in accordance with the following accrual rate schedule, but prorated for unit members who work less than 40 hours per week and/or less than 12 months per year:
1. 12-Month Unit Members
    - a. Zero (0) months through two (2) years - 5/6 day per month of employment (10 days/80 hours)
    - b. Three (3) through five (5) years - 1 day per month of employment (12 days/96 hours)
    - c. Six (6) through nine (9) years - 1-1/2 days per month of employment (18 days/144 hours)
    - d. Ten (10) through nineteen (19) years - 1-3/4 days per month of employment (21 days/168 hours)
    - e. Twenty (20) years and over - 2 days per month of employment (24 days/192 hours)
  2. 11-Month Unit Members
    - a. 11/12 of the Twelve Month Schedule
  3. 10-Month Unit Members
    - a. 10/12 of the Twelve Month Schedule
  4. Part-Time Unit Members
    - a. Prorated vacation for unit members working 39 hours or less per week.
- C. Vacation Pay Upon Termination: When a unit member is terminated for any reason, he/she shall be entitled to compensation for all earned and unused vacation, except that unit members who have not completed 130 working days of employment in regular status shall not be entitled to such compensation.

D. Vacation Scheduling:

1. Vacations shall be scheduled by the unit member and approved by the immediate supervisor, and may be taken at the convenience of the District at any time during the fiscal year. Management may circulate a vacation schedule at the beginning of the fiscal year in order to survey unit member vacation preferences to assist in anticipation of work coverage. Unit members are not obligated to the dates indicated and are not required to provide dates if vacation plans are not known in advance. In a work unit where vacation schedules are staggered, the unit member with the most seniority in the classification shall be given priority for scheduling his/her vacation. The approval of vacation shall be at the discretion of the immediate supervisor.
2. Unit members in the food services department shall take vacation at the discretion of the Food Services Manager in not less than two (2) hour increments or more during days school is in session. These hours shall be scheduled first on a voluntary basis and, secondly, on a rotational basis.
3. Vacation time may be taken in increments of fifteen (15) minutes.
4. Earned vacation shall not become a vested right until completion of the initial 130 working days of employment, and may not be used until the first day of the calendar month after the completion of 130 working days of active service with the District.

E. Accumulation of Earned Vacation:

1. Faculty Sign Language Interpreters, Sign Language Interpreters I-IV, Food Services, and Seasonal Unit Members: Any unused accumulated vacation hours shall be paid in a lump sum payment at the end of the fiscal year.
2. Unit Members Not Mentioned in Section E1 Above: Unused accumulated vacation hours shall be carried over for use in the next fiscal year except that the maximum amount of accumulated vacation hours available for carryover shall not exceed two (2) years of a unit member's earned accrual rate. Effective with the 2017-2018 fiscal year and thereafter, any unused vacation hours accumulated in excess of two (2) years shall be paid in a lump sum payment at the end of the fiscal year.

If a unit member currently has three (3) times their annual accrual rate, or more, as of June 30, 2018, he/she may have the option of a lump sum payment or have that vacation paid out over twenty-four (24) equal monthly payments. This only applies to the balance as of June 30, 2018.

## ARTICLE 21 SICK LEAVE

### Section 1. General Sick Leave:

- A. Members of the bargaining unit employed by the District 40 hours per week and twelve (12) months per year shall be entitled to twelve (12) days (96 hours) leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the unit member's regularly assigned work-day, exclusive of overtime.
- B. Members of the bargaining unit employed full-time for 40 hours per week, but less than a full fiscal year are entitled to a proportion of twelve (12) days or 96 hours leave of absence for illness or injury, as the number of months he/she is employed bears to twelve (12). Example: a 40-hour per week 12-month unit member earns one day (8 hours) of sick leave per month. Therefore, a 40-hour per week ten-month unit member will earn 10/12 of 12 days or ten 8-hour days (80 hours) of sick leave per fiscal year.
- C. Members of the bargaining unit employed twelve (12) months per year, but less than 40 hours per week are entitled to that proportion of twelve (12) days or 96 hours leave of absence for illness or injury, as the number of hours he/she is employed per week bears to 40. Example: a 40-hour per week 12-month unit member earns 96 hours of sick leave per year. Therefore, a 30-hour per week 12-month unit member will earn 30/40 or 75% of 96 hours (or 72 hours) of sick leave per fiscal year.
- D. When unit members are employed for less than a full fiscal year of service and less than 40 hours per week, the preceding paragraphs shall determine that proportion of absence for illness or injury, to which they are entitled. Example: a 30-hour per week and 10-month unit member would earn  $\frac{3}{4}$  of eight (8) hours per month which is six (6) hours for each of the ten (10) months worked.
- E. If for any reason it is impossible to report for work, the unit member shall notify his/her supervisor or the designated alternate as soon as possible, but not later than thirty (30) minutes before the reporting time. Absences shall be reported to the supervisor on a daily basis unless the unit member has submitted a doctor's note to Human Resources excusing the unit member from work for a designated period of time. Unit members absent because of illness or injury shall inform their supervisor in a timely manner as to when they expect to return to work.
- F. The rate of pay for sick leave shall be at the same rate of pay the unit member would have received had he/she worked that day. On July 1<sup>st</sup> of each fiscal year, the unit member will be awarded their annual sick leave accrual, except that for the unit members defined in Article 13 – Hours of Work Section K will accrue sick leave on a monthly basis, based on actual hours worked. Probationary unit members of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under paragraphs A through D.
- G. A unit member who has been with the District for five (5) years or more, has received

advanced sick leave payment, and does not return to active employment during the year the sick leave was advanced long enough to earn the sick leave that was advanced will not be required to make any repayment of the advanced sick leave.

- H. A unit member who has worked for the District less than five (5) years, has received advanced sick leave payment, and does not return to active employment during the year the sick leave was advanced will have his/her case reviewed individually to determine if repayment will be requested.
- I. Except where otherwise provided by law, medically verified pregnancy disability shall be treated the same as any illness absence.
- J. If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.
- K. Any unit member who does not use Sick Leave or Personal Necessity leave during an entire fiscal year (July 1 – June 30) shall accrue one (1) additional day of sick leave.
- L. Members of the bargaining unit absent due to illness or injury for more than three (3) consecutive assigned work days may be required to submit a medical certification covering the period of the absence and a medical release from a Health Care Provider to their immediate supervisor prior to being permitted to return to work. The medical release shall certify that the unit member is capable of performing the duties required of his/her regular position. A The unit member shall notify the District of his/her approximate return date.
  - 1. "Health Care Provider" means:
    - a. doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
    - b. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law;
    - c. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants authorized to practice, and performing within the scope of their practice, under state law.
  - 2. At the discretion of the District, members of the bargaining unit may be required to submit to a medical examination by a Health Care Provider selected and paid for by the District.
- M. A unit member who has been employed by some other school district for a period of one (1) calendar year or more and who terminates such employment for the sole purpose of accepting a position in this District and who subsequently accepts within one (1) year of such

termination of his/her former employment a position with this District, and upon unit member request, shall have transferred with him/her all of the unused accumulated sick leave. If the unit member is in a probationary status he/she may not use more than six (6) days or the prorated amount to which he/she may be entitled to under paragraphs A-D of this Article.

- N. All sick leave rights or accumulations shall be canceled when a unit member severs all official connection with the District as a unit member, except that accumulated leave may be transferred to a subsequent employing district upon unit member written request. Upon retirement any accumulated sick leave shall be credited toward a unit member's retirement, except as otherwise provided by law. (G.C. 20963)
- O. Unit members can access a current accounting of his/her sick leave on the internet.
- P. Upon medical verification by a physician and after exhaustion of all paid leave; i.e., sick leave, accumulated vacation and accumulated compensatory time, a member of the classified service shall be credited once a year (July 1) with a total of not less than one hundred (100) working days of paid sick leave, including days to which he or she is entitled under Section 1.A. These days of paid sick leave, in addition to those required by Section 1.A., shall be compensated at not less than fifty percent (50%) of the unit member's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the unit member may be entitled.
- Q. Unit members who take time off during the workday for medical or dental appointments shall utilize sick leave for this purpose or, with permission of the supervisor, be allowed the alternative of making up all or a portion of the time on the same day. Unit members who have a one (1) hour lunch period may use up to one-half (1/2) hour to make up the time lost.
- R. If there exists a reasonable belief that abuse of any sick leave has occurred, as a condition of using paid sick leave, a unit member may be requested to submit a statement or other acceptable verification from a licensed Health Care Provider. Medical certification must be submitted within five (5) working days of the request to Human Resources.
- S. Upon return from sick leave and with the approval of the supervisor, a unit member may apply time when he/she is absent because of illness or injury to unused vacation time. In such an instance, a unit member may request consideration at the time of absence to have the absence applied against vacation time rather than sick leave.
- T. Sick leave may be taken in increments of fifteen (15) minutes.
- U. Quarantine: All regular classified unit members are entitled to receive full salaries when quarantined by City or County health officials because of another's illness. Such quarantine must be verified by a physician or health official.

## Section 2. Catastrophic Leave:

### A. Definitions:

1. Catastrophic Illness or Injury: Catastrophic illness or injury means an illness that is expected to incapacitate the bargaining unit member for an extended period of time, or that incapacitates a member of the unit member's family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking such extended time off from work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off. Catastrophic illness does not include stress-related illness, elective surgery, normal pregnancy, worker's compensation, disabilities resulting from the current use of alcohol or drugs, intentionally self-inflicted injuries, or normal illness such as colds, flu, allergies, headaches, etc.
2. Family Member: For purposes of this section, family member is defined as spouse or registered domestic partner, child, parent, or member of the immediate household.
3. Eligible Leave Credits: Eligible leave credits means vacation and sick leave accrued to the donating unit member.

B. Catastrophic leave is leave that is donated to a catastrophic leave bank by unit members for the benefit and use by unit members who have been absent from work for an extended period of time due to medical necessity.

C. Catastrophic leave is to be awarded on a case-by-case basis with the mutual agreement of the District and the Chapter President #379 or their respective designees. A unit member may only be granted catastrophic leave when he/she has exhausted all leaves available to them as identified in the collective bargaining agreement.

D. Eligibility Criteria: Eligible leave credits may be donated to the catastrophic leave bank for use by unit members who have verified that he/she, or a family member, is suffering a medical condition that qualifies them to apply for catastrophic leave if all of the following requirements are met:

1. The unit member who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible credits be donated and provides verification of the catastrophic illness or injury by a licensed California physician.
2. The Vice Chancellor, Human Resources, or his/her designee, determines and agrees that the unit member is unable to work due to the unit member's or his/her family member's catastrophic illness or injury.
3. The unit member has exhausted all accrued paid leave credits provided for by the collective bargaining agreement.
4. The unit member has been incapacitated or absent for no fewer than 30 calendar days.

5. The unit member donated a minimum of eight (8) hours/one (1) day prorated for less than 40 hours/week and/or less than twelve (12) months per year of leave to the catastrophic leave bank during the period of July 1 through August 31 of that particular fiscal year.
- E. Request for Donations: Request for donations to the Catastrophic Leave Bank shall be solicited by a joint announcement of the District and CSEA.
- F. Deposits to the Catastrophic Leave Bank:
1. If the transfer of eligible leave hours is approved by the Vice Chancellor, Human Resources, or his/her designee, any unit member may, upon written notice to the Vice Chancellor, Human Resources, or his/her designee, donate eligible leave hours at a minimum of eight (8) hours, and in one (1) hour increments thereafter.
  2. No unit member may donate sick leave hours to the bank unless he/she has a minimum of 120 hours of sick leave accrued.
  3. The unit member, at his/her option, may donate only the available accrued sick leave hours above 120 hours to the bank.
  4. All leave hours donated to the bank are irrevocable. If the donated leave is not used, the donated leave is lost by both the donor and the donee. Unused hours are returned to the bank.
  5. No sick leave hours may be transferred or donated to the bank within 60 calendar days of the donor resigning or retiring.
  6. No unit member may donate sick or vacation leave hours unless he/she has served twelve (12) months with the District.
  7. Unit members may make donations to the catastrophic leave bank at any time during the fiscal year, however only those unit members who made a donation of a minimum of eight (8) hours/one (1) day prorated for less than 40 hours/week or less than twelve (12) months per year of leave to the bank between July 1 and August 31 of a particular fiscal year will be eligible to withdraw from the bank as indicated in Section 2.D.5. above.
- G. Withdrawals from the Catastrophic Leave Bank:
1. A unit member who receives catastrophic leave credits pursuant to this provision shall use any such leave credits that he/she continues to accrue on a monthly basis prior to receiving paid catastrophic leave credits.
  2. The maximum amount of donated credit that may be used by one individual under this section shall be seventy-five (75) working days within a twelve (12) month period.

3. Catastrophic leave credits shall not be used for illness or injury which qualify for worker's compensation benefits.
4. Credits shall not be considered available leave for the purposes of qualifying for PERS retirement disability.

H. Applicant's Responsibility: The unit member who is eligible for the use of catastrophic leave shall apply in writing to the Vice Chancellor, Human Resources, or his/her designee in the following manner:

1. The request for leave shall be in writing and submitted to the Vice Chancellor, Human Resources, or his/her designee, when it is apparent to the unit member that his/her existing leave will be exhausted before they will be able to return to work.
2. The requesting unit member shall attach a physician's statement verifying that the unit member is unable to return to work due to their medical condition and/or the medical condition of the family member. The statement must also verify that the unit member's condition will likely continue to incapacitate the unit member for an extended period of time.

I. District Responsibility:

1. The District and CSEA shall jointly request donations for the Catastrophic Leave Bank on an annual basis, and, at any time the account balance diminishes below forty (40) eligible leave hours.
2. The District shall maintain the Catastrophic Leave Bank and provide forms for unit members to use who wish to donate hours to the bank.
3. The distribution of the leave hours shall be approved by the Vice Chancellor, Human Resources, or his/her designee, and the Chapter President #379, or his/her designee.

**ARTICLE 22**  
**PERSONAL NECESSITY LEAVE**

- A. A unit member may elect to use accumulated sick leave, not to exceed seven (7) days (prorated for less than 40 hour a week unit members) in any fiscal year, for personal necessities. The following reasons allow a unit member to take personal necessity leave:
1. The death of a member of the immediate family when additional leave is required beyond that provided in Article 24 and any other leave approved by the Chancellor, or his/her designee.
  2. Accident or occurrence, involving his/her person or property or the person or property of a member of his/her immediate family. Immediate family has the same meaning as provided in Article 24.
  3. Appearance in any court or before any administrative tribunal as a litigant.
  4. Illness or injury requiring hospitalization, transportation or personal care by the unit member of a member of his/her immediate family.
  5. Upon completion of an initial probationary period of 130 working days, two (2) of the seven (7) days may be granted for any reason deemed appropriate by the unit member. Prior approval of the supervisor is necessary. In no case will there be more than two (2) unit members off at any one (1) time in any one (1) work unit under this paragraph.
- B. Certification of personal necessity leave shall be made on the absence slip provided by the District and signed by the unit member.
- C. The minimum personal necessity leave increment shall be fifteen (15) minutes.

**ARTICLE 23**  
**INDUSTRIAL ACCIDENT OR ILLNESS LEAVE**

- A. Industrial accident or illness leave shall be granted to unit members in accordance with provisions of California Education Code Section 88192, for injury or illness incurred within the course and scope of the unit member's assigned duties.
- B. A unit member who has sustained a job-related injury or illness shall report the injury to the immediate supervisor the same work day the injury or illness occurs, or not later than the next scheduled work day following the accident if such accident occurs after hours, unless the unit member's condition makes it physically impossible to do so. In that case, the unit member must notify the employer of the injury or illness once physically possible.
- C. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a designated licensed physician to verify his/her condition.
- D. If the unit member did not previously notify the District of his/her designated licensed physician, the unit member will receive treatment from a District designated licensed physician.
- E. Unit members can predesignate a personal doctor of medicine (M.D.) or doctor of osteopathy (D.O.) by following the requirements listed in the Predesignation of Personal Physician form (DWC Form 9783). The form must be submitted to the Human Resources office thirty (30) days prior to the illness or injury.
- F. A unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness.
- G. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- H. Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- I. Payment for wages lost on any day shall not, when added to an award granted to the unit member under the Workers' Compensation laws of this state, exceed normal wages for the day.
- J. Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section,

he/she shall be entitled to use that amount of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

- K. During a paid leave of absence, the unit member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state. The District, in turn, shall issue the unit member 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.
- L. Industrial accident or illness leave of absence shall commence on the first day of absence. If a claim is subsequently denied, the District will retroactively replace the industrial accident or illness leave with sick leave, vacation leave, and any compensatory time earned to keep the unit member in full pay. If the unit member does not have enough leave to repay the District, arrangements for repayment will be made in accordance with Article 16, Section 9, of this agreement.
- M. Any time a unit member on industrial accident or illness leave is able to return to an unrestricted work schedule, as verified by a licensed physician, he/she shall be reinstated in an equivalent position without loss of accumulated longevity benefits or seniority.
- N. When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his or her position, the unit member, if not placed in another position, shall be placed on a reemployment list for a period of 39 months.
- O. If, during the 39-month period, the unit member is medically released for return to duty, as verified by a licensed physician, the unit member shall be reinstated to a vacant position in the class of his or 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 the unit member shall be listed in accordance with appropriate seniority regulations.
- P. A unit member who has been placed on a reemployment list, as provided in this section, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- Q. Any unit member receiving benefits under this article who accepts employment from an employer other than the District during the interim of this leave shall be deemed to have abandoned his/her position on the date of the acceptance of employment outside the District.
- R. Leave for industrial accident or illness shall not be considered a break in service for the unit member.

**ARTICLE 24**  
**BEREAVEMENT LEAVE**

- A. The District agrees to provide unit members, without loss of salary or other benefits, a leave of absence not to exceed three (3) working days if travel is less than 250 miles one way, four (4) working days if travel is more than 250 miles one way, or five (5) working days if out-of-state travel is required, per occurrence on account of death of any member of the unit member's immediate family (pro-rated for less than 40 hour a week unit members). Bereavement leave must be taken within one (1) year of the death of the family member. An extension may be granted on a case-by-case basis upon approval by the Vice Chancellor, Human Resources.
- B. "Member of the immediate family" as used in this section, means the mother, father, grandmother, grandfather, grandchild, great-grandmother, or great-grandfather, of the unit member or of the unit member's spouse or registered domestic partner, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative in the immediate household of the unit member, or step-mother, step-father, step-daughter, step-son, step-brother, or step-sister.
- C. The District agrees to provide bargaining unit members with a total of sixteen (16) hours (pro-rated for less than 40 hour a week unit members) bereavement leave per fiscal year without loss of salary or other benefits upon the death of a friend or relative not listed in preceding paragraph. All such leave taken under this provision shall not exceed sixteen (16) hours total per fiscal year. Management reserves the right to limit the number of bargaining unit members on bereavement leave due to the death of a District colleague.
- D. An unpaid extension of bereavement leave may be requested by a unit member as outlined in Article 26.
- E. The minimum bereavement leave increment shall be fifteen (15) minutes.
- F. If abuse is suspected, the unit member requesting leave may be required to provide evidence of death, in the form of a death certificate or obituary.

**ARTICLE 25**  
**JURY DUTY OR WITNESS LEAVE**

Section 1. Jury Duty:

- A. When called for jury duty in the manner provided by law, unit members shall be granted a leave of absence without loss of pay for the time the unit member is required to perform jury duty. Any hours spent on jury duty in any given day shall be reduced from the assigned daily work hours. Unit members do not receive compensation for the time spent on jury duty in excess of the assigned daily work hours. Within one-half (1/2) hour of release from jury duty, or as soon as possible thereafter, the unit member shall notify his/her immediate supervisor of their approximate return time. Unit members are required to report to work during regular hours preceding and immediately following jury duty and reasonable travel time unless prior authorization has been obtained from the unit member's supervisor to use another type of leave. The immediate supervisor shall arrange the unit member's scheduled work hours in accordance with department needs.
- B. Request for leave shall be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the District payroll office through regular administrative channels. The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.
- C. Government and local agency employees are required by California Government Code Section 481.200 to waive jury pay. In the event jury fees are paid, reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.
- D. A unit member 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. However, the Vice Chancellor, Human Resources, or his/her designee, may discuss the practicality of seeking exemption or delay, as may be permitted by any applicable statute or rule, with the unit member when acceptance would tend to materially disrupt District operations.
- E. Unit members are required to work for any period of their daily work schedule during which jury duty services are less than eight (8) hours or their regularly scheduled shift.

Section 2. Witness Leave:

Leave of absence without loss of pay shall be granted to any unit member who has been served a subpoena to appear as a witness in a court case. Request for leave of absence to serve as a witness would be made by presenting the official court summons to the supervisor. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. Any monies received for being a witness should be submitted to the District. The witness fee assigned to the District does not include the Court's reimbursement to the unit member for transportation expenses.

**ARTICLE 26**  
**LEAVE OF ABSENCE WITHOUT PAY**

Section 1. Unpaid Leave:

- A. Any unit member with one (1) year or more of service may request up to a total of ten (10) days (pro-rated for less than 40 hour a week unit members) leave without pay per fiscal year. Utilization of this provision requires prior approval by the immediate supervisor.
- B. Accrual of vacation and sick leave benefits will continue during time off.
- C. If a unit member is docked pay for any reason within the fiscal year, the time off that was docked shall be applied towards the unpaid leave allotment as defined in this section.

Section 2. Personal Leave:

- A. Any unit member with two (2) years or more of service may be granted a leave not to exceed one (1) year for a specific reason deemed appropriate by the Board and at the convenience of the District.
- B. Any such leave granted shall be without pay or other benefits for the granted unit members. Any personal health or life insurance carried by the unit member through the District may, with the carrier's and District's approval, be continued at the expense of the unit member on personal leave. Unit members shall not accrue sick leave, vacation, holiday or time in service to be applied toward longevity, step increases or anniversary increments.

**ARTICLE 27**  
**UNPAID HEALTH LEAVE OF ABSENCE**

- A. Upon exhaustion of all paid leaves, a unit member with two (2) or more years of service may, at the discretion of the Board, be granted a leave of absence, without compensation, for health reasons for a period not to exceed one (1) year. At the end of this unpaid leave, a unit member may request to be placed on a thirty-nine (39) month reemployment list.
- B. Certification acceptable to the District of the need for such unpaid leave, or proof of illness, must be provided by a licensed physician.
- C. Unit members on such unpaid leave shall not accrue sick leave, vacation, holiday time, or time in service to be applied toward longevity, step increases, or anniversary increments.
- D. Any such unpaid leave granted, however, shall not count as a break in continuity of service to the District.
- E. The District will continue to provide the unit member group medical insurance, with the exception of long-term disability insurance, for up to one (1) year after utilization of all paid leaves for unit members who have been employed two (2) years or more and who become disabled due to accident or illness. Illness or injury will be determined by the District insurance carrier for Long-Term Disability. To be eligible, the unit member is required to request continuance of insurance benefits and pay the unit member portion of the premium to the District prior to the first day of each month. A member of the bargaining unit, upon exhaustion of unpaid health leave of absence, may elect to continue District benefits, excluding Long-Term Disability and Life Insurance, provided the unit member pays the monthly COBRA premium beginning with the first month following the end of the leave.

**ARTICLE 28**  
**MILITARY LEAVE OF ABSENCE**

Unit members shall be granted Military Leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans' Code.

**ARTICLE 29**  
**LEAVE OF ABSENCE FOR STUDY**

- A. Eligibility: Unit members who have completed five (5) consecutive years of service in regular status with the District will be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the District. When a study leave has been authorized and taken, an additional five (5) years of service, after return to duty from the last leave, must be completed before another study leave may be granted. Any leave granted and taken under this rule will not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.
- B. Length: Study leave can be for any period of time not to exceed one (1) year and may be taken in any time increments as approved by the District, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study-leave eligibility.
- C. Compensation: If a leave is granted under this Article, the unit member will be paid one-half (1/2) what his/her salary or wage would have been had he/she not been on leave. To qualify the unit member shall use all accumulated vacation prior to being eligible for pay. Compensation shall be paid as follows:
1. If the unit member does not provide a bond as determined by the District or provide a written statement indicating that he/she will serve at least two (2) years (or a two-to-one [2-1] ratio, if leave is taken for a semester only, thereby requiring service of two (2) consecutive semesters) with the District upon return from leave, the agreed to compensation shall be paid in two (2) equal annual installments during the first two (2) years of service to the District following return to duty after termination of leave.
  2. If the unit member provides the required bond or submits a written document, approved by the District, the unit member will be paid the agreed-upon compensation in the same manner as if he/she were in active service with the District. If the unit member fails to complete two (2) years of service for the District following return from leave, except as provided below, he/she may be required to refund to the District a prorated portion of any compensation received while on leave.
  3. If a unit member has provided a bond or written agreement and fails to complete the required two (2) years of service because of his/her death or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service had been performed.
- D. Procedure: The unit member must file an application with the District for a leave of absence under this Article and must outline:
1. His/her work history with the District (e.g., positions held and length of service in each).

2. Length of leave requested and time period in which the leave will be completed if granted.
3. The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institution giving the courses, costs involved, degree or other credits to be granted, and pertinent data.
4. Service, if any, to be performed by the unit member for the District during the leave.
5. The benefits to be derived by the District by the granting of the leave.
6. Willingness by the unit member to provide a bond to the District for at least two (2) years after termination of the leave.
7. Willingness to provide the District evidence or to make satisfactory study progress at agreed intervals during the leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the District, result in the immediate cancellation of the leave. Furthermore, the unit member agrees to refund any monies paid pursuant to this Article if it is determined by the District that the unit member has not used the leave for its designated purpose and/or has failed to make satisfactory progress toward the goals established in the application.
8. An agreement by the unit member that he/she will report any employment during the leave to the Vice Chancellor, Human Resources, or his/her designee, who shall determine whether conflicts exist with the purpose of the leave.

**ARTICLE 30**  
**LEAVE OF ABSENCE FOR RETRAINING**

- A. In the event that the Board acts to abolish positions in the classified service and to create new positions because of automation, technological improvements, or for any other reasons, it may provide for the retraining of displaced unit members in accordance with this Article.
- B. To be eligible for retraining leave, a unit member must:
  - 1. Have served in the District at least two (2) consecutive years preceding the granting of leave;
  - 2. Be serving in a position which the District abolishes, or show that the retraining will clearly benefit the District;
  - 4. Indicate a willingness to undergo the prescribed retraining program; and
  - 5. Indicate a willingness to serve the District for at least two (2) years after successful completion of the retraining program.
- C. The District shall prescribe the retraining program and may provide the program internally or designate the institution or place where the retraining program is to be conducted.
- D. The District shall grant reimbursement of the costs, including tuition fees, to any unit member who satisfactorily completes approved training to improve his/her job knowledge, ability or skill. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, and conferences, meetings and such other training programs as are designed to upgrade the classified service and to encourage retraining of unit members who may otherwise be subject to layoffs as the result of technological changes. Provisions of this section shall not apply to any unit member who is receiving training and is eligible for reimbursement by any other governmental agency, organization or association.
- E. Any leave granted and taken under this should not constitute a break in service.
- F. Unit members shall receive one-half (1/2) pay.

**ARTICLE 31**  
**ENROLLMENT IN COLLEGE COURSES**

Section 1. Reduced Pay or Adjusted Work Schedule:

On either a reduced pay or an adjusted work schedule basis, a bargaining unit member may request permission to take a college course during his/her regularly scheduled work day. Approval of such a request by the immediate supervisor shall be contingent upon the following conditions:

- A. The course will improve the unit member's service to the District.
- B. Additional funds will not be required.
- C. The course is related to the unit member's work assignment as determined by the supervisor;  
or,
- D. The course is required for the degree or certificate the unit member is seeking;
- E. The department operations in a particular area will not be adversely affected.
- F. Adjusted hours shall be made up within the same workweek during which they are taken;
  - 1. The maximum number of adjusted work hours per week which may be allowed is five (5), except, when a single course requires more than five (5) hours, a maximum of ten (10) hours may be requested.
  - 2. Unit members may request use of vacation leave upon approval of immediate supervisor.
- G. No more than one (1) unit member in the same work unit will take courses on an adjusted work schedule basis at the same time. Exceptions may be made with the approval of the immediate supervisor as long as department operations are not affected. Approval of requests shall be based on seniority within the department.
- H. If the unit member elects to be on a reduced pay schedule, the amount of reduced pay shall be proportionate to the time taken from the regular work week.
- I. Requests must be submitted at least two (2) weeks prior to the start of the course.

Section 2. Enrollment Fee Waiver:

A unit member enrolling in District Courses shall be eligible for a waiver of enrollment fees on a space availability basis, except that the unit member shall be required to reimburse the District if the unit member receives a grade of D, F, incomplete, or withdrawal and the District is authorized through automatic payroll deduction to charge back any waived enrollment fees for failure to maintain a grade of C or better.

**ARTICLE 32**  
**RECRUITMENT, TRANSFER AND PROMOTION**

Section 1. Process for Filling Vacancies and Posting Notices

- A. When a manager decides to fill a vacant classified position, prior to opening the position for recruitment, the Personnel Commission shall first send a lateral transfer notice of the vacant position electronically to all unit members and post the lateral transfer notice on the District's website. The notice shall include the job title, a brief description of the position duties, the minimum qualifications required for the position, and the deadline to apply for the position. The lateral transfer notice shall remain posted, and applications shall be accepted, for a period of not less than ten (10) working days during which time unit members who are in the same or related classification, as determined by the Personnel Commission, may apply for the vacant position, following the provisions in the notice.
- B. No unit member shall be allowed to laterally transfer to another department until successful completion of his/her probationary period (130 working days) in the classification. All permanent unit members who apply for a lateral transfer during the lateral transfer notice period and who meet the minimum qualifications for the position shall be placed on the Transfer Eligibility List. All unit members on the Transfer Eligibility List shall be certified by the Personnel Commission to the hiring manager for an interview. The hiring manager shall conduct interviews and may elect to hire from the Transfer Eligibility List.
- C. If the hiring manager conducts interviews but elects to move forward with recruitment, the Personnel Commission shall then conduct an open recruitment for the position. The Personnel Commission shall send a promotional opportunity notice to all unit members and post the vacant position notice on the District's website. The vacant position notice shall remain posted, and applications shall be accepted, for a period of not less than fifteen (15) working days during which time permanent and probationary unit members, along with the public, may apply for the vacant position, following the provisions in the notice. A promotion is considered an appointment to another classification which requires additional skills, responsibilities, and is on a higher salary range.
- D. Following the conclusion of the recruitment process, the Personnel Commission shall establish two (2) eligibility lists: a Promotional Eligibility List and an Open Recruitment Eligibility List. A Promotional Eligibility List shall consist of a list of candidates with passing scores who are currently employed in a District permanent classified position. An Open Recruitment Eligibility List shall consist of a list of candidates with passing scores who are not currently employed in a District permanent classified position.
- E. The top three (3) ranks on the Promotional Eligibility List and the top three (3) ranks on the Open Recruitment Eligibility List shall be certified by the Personnel Commission to the hiring manager for an interview. The hiring manager may elect to hire from the top three (3) ranks on the Promotional Eligibility List, the top three (3) ranks on the Open Recruitment Eligibility List, or may elect to hire from the Transfer Eligibility List.

## Section 2. Seniority Credit

Seniority credit shall be added to the final passing score of candidates currently employed in a District permanent classified position. The passing score shall be determined by the Personnel Commission. Seniority credit shall be calculated in the amount of one-half (0.50) point for each full year of service not to exceed a total of five (5) points. Seniority credit shall not be calculated for less than each full year of service for all permanent unit members.

**ARTICLE 33**  
**PERFORMANCE EVALUATIONS**

- A. Each immediate supervisor under whom the unit member has served for sixty (60) working days or more during any rating period, shall evaluate the unit member by means of a performance evaluation.
  
- B. The following schedule shall be followed for the completion of the performance evaluation:
  - 1. For regular probationary unit members by the end of the fourth month of service.
  - 2. For all regular permanent unit members: at least once each year.
  - 3. For any regular unit member at the time a critical incident (which beneficially or adversely affects the public service) occurs. Such a performance evaluation is considered a legitimate record of the District's continuing appraisal of its unit members.
  
- C. The following procedure shall be adhered to in regard to the performance evaluation:
  - 1. The performance evaluation shall be completed by the unit member's immediate supervisor.
  - 2. The performance evaluation shall be completed on forms prescribed by the District.
  - 3. Upon completing the performance evaluation, and after approval from the supervisor's manager, the immediate supervisor shall present it to the unit member and give him/her an opportunity to discuss it.
  - 4. The unit member may request a follow up meeting to review the performance ratings with the Evaluator and Union representative if the evaluation states discipline is likely to occur. Such a review meeting shall be scheduled with the Evaluator in advance of a mutually acceptable time but in no event beyond ten (10) working days.
  - 5. The unit member shall then sign the performance evaluation at the time of the meeting in order to acknowledge his/her receipt, which does not indicate his/her agreement, and he/she shall retain a signed copy. In the event the unit member is no longer supervised by the person preparing the performance evaluation, it may be delivered by mail.
  - 6. The unit member shall have the right to respond to any performance evaluation within ten (10) working days after the date the performance evaluation was received. The unit member shall submit a response to the performance evaluation and provide it to the immediate supervisor, the immediate supervisor's manager, and to the Human Resources office to attach it to the performance evaluation for placement in the personnel file.

7. The substance of any performance evaluation, including the observations, opinions, and conclusions of the evaluator, shall not be subject to the provisions of the grievance article of this Agreement.
- D. When a unit member assumes the duties and responsibilities of a higher classification on a temporary basis for at least four (4) months, one (1) or more performance evaluations will be completed for that period of time and will be retained in his/her personnel file.
  - E. When a performance evaluation is due for a unit member who is currently working in a temporary assignment, the permanent supervisor and the temporary supervisor shall both have input on the performance evaluation and the performance evaluation shall be given by the current supervisor.

**ARTICLE 34**  
**PERSONNEL FILES**

- A. The District agrees that unit member personnel files shall be kept in confidence and shall be available for inspection only to management designated employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the unit member. All documents concerning a unit member shall be kept in the official personnel file at the District Office which may be stored in an electronic format.
- B. A unit member shall be permitted to review, upon request and reasonable notice, his/her personnel file. Except as otherwise provided herein such review shall not normally be permitted during the unit member's duty hours.
- C. Reviewable material shall not include ratings, reports, or records which:
  - 1. Were obtained prior to the employment of the unit member involved;
  - 2. Were prepared by identifiable examination committee members; or
  - 3. Were obtained in connection with a promotional opportunity.
- D. The District will charge a fee for requesting copies of materials in the personnel file. The fee shall be established by District administration.
- E. Release time for review of a personnel file is granted only in instances where derogatory material is to be filed.
- F. Unit members must be given written notification and copies of derogatory material ten (10) working days before any information of a derogatory nature is placed in their personnel file. Following such notice, the unit member shall have ten (10) working days to review and have attached thereon the unit member's comments relative to such derogatory material.
- G. The unit member shall be given an opportunity during normal working hours for release time not to exceed one (1) hour exclusive of travel time and without loss of pay to review the personnel file and the derogatory material, and initial and date the material within the time period prior to it being placed in the personnel file.

**ARTICLE 35**  
**SIGN LANGUAGE INTERPRETING SERVICES**

- A. Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act (ADA) of 1990 prohibit covered entities from discriminating against persons with disabilities in the provision of benefits or services or the conduct of programs or activities on the basis of their disability. Sign language interpreting service for the deaf and hard of hearing students or employees is a mandatory academic or workplace accommodation the District is required to provide to students and employees under these laws.
- B. If a need for sign language interpreting services arises and there are no unit members available to perform these duties, the District may contract out for sign language interpreting services in order to provide the required academic or workplace accommodations for students and employees who are protected under these laws.
- C. The District shall notify the CSEA chapter president, or his/her designee, and the Labor Relations Representative in writing when it is required to implement this section. The notification shall include the date and time period the sign language interpreting services will be utilized, with a certification that all unit members were offered the assignment prior to contracting out.
- D. The parties agree that the language contained in this Article shall not cause layoffs or a reduction in hours for bargaining unit members.

**ARTICLE 36**  
**LAYOFF/REDUCTION OF HOURS/ABOLITION OF POSITIONS**

Section 1. Notice of Layoff:

- A. The District shall notify California School Employees Association (CSEA) as soon as a final determination is reached by the Board of Trustees to layoff one (1) or more unit members.
  
- B. The District shall notify CSEA of the proposed reduction in hours prior to the Board action, and shall meet with CSEA to negotiate the decision and the effects of said reduction in hours within ten (10) working days after CSEA has been properly notified.
  
- C. The District shall notify the affected unit member(s) in writing not less than sixty (60) calendar days (sixty days begins on postmark or personal delivery following Board adoption of Layoff Resolution) prior to the effective date of the layoff. The written notice shall include:
  - 1. Reason for layoff;
  - 2. Effective date of layoff action;
  - 3. Seniority placement within classification;
  - 4. Reemployment rights in same classification and in lower classifications in which a unit member has served;
  - 5. Reemployment rights in lower classifications in which a unit member meets minimum qualifications;
  - 6. Displacement rights, if any;
  - 7. Promotional rights;
  - 8. Service retirement options if over fifty (50) years of age;
  - 9. Unemployment Insurance Benefits.

Section 2. Displacement of Bargaining Unit Work:

- A. It is agreed that the employer will not contract work to outside agencies as long as bargaining unit members are in a layoff status, including but not limited to reduction of hours, layoff reemployment list, demotion to avoid layoff, and/or a change of classification to avoid layoff.
  
- B. No regular unit member (permanent or probationary) of the classified service shall be laid off from any position while individuals serving under emergency, provisional or limited-term employment are retained in positions of the same classification, or related classification for which the unit member is qualified.

Section 3. Maintenance of Benefits:

- A. Health and Welfare: A voluntary reduction in hours to avoid layoff shall not result in loss of eligibility for District contributions for insurance coverage as specified in Article 18.
- B. Unit members who elect service retirement in lieu of layoff shall be eligible for the District contribution toward the medical insurance premium for retirees. See Article 18. The requirement for ten (10) years of District service is waived for early service retirement to avoid layoff. Health benefits shall be paid by the District for one (1) additional month in case of layoff.

Section 4. Order of Layoff:

The order of layoff shall be based on seniority (within classification) throughout the District. A unit member with the least seniority shall be laid off first. Seniority shall be based on the hire date, plus seniority acquired under Articles 29 and 30 of the CSEA/SCCCD Agreement. Seniority shall be based on paid status in a classification and higher related classifications.

Section 5. Displacement Rights:

- A. A unit member laid off from his or her present classification may displace the least senior unit member in that classification;
- B. The least senior unit member in a classification may bump into a lower classification in which the unit member has served previously providing the unit member has more seniority in the lower classification than the least senior unit member in that classification.
- C. A unit member who cannot exercise a displacement right under a or b above, may displace another unit member in the same family, as defined by the Personnel Commission, in a lower classification, providing the laid-off unit member has more seniority than the least senior person in the lower classification, even though the laid-off unit member has not had service in the lower classification;
- D. The displacement rights listed above are contingent upon the unit member meeting the minimum qualifications as established by the Personnel Commission for the position.

Section 6. Equal Seniority:

Equal seniority shall be determined on the first day of hire (first day of work). If two (2) or more unit members in a classification subject to layoff have equal seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, (the first day of work); if that be equal it will be made on the highest rank on the eligibility list (combination of score and oral interview, etc.); if that be equal it will be made on the highest score; and if that be equal, then the determination shall be made by lot.

Section 7. Reemployment Rights:

Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of thirty-nine (39) months. Unit members who take voluntary demotions or

voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the classification shall still apply. The Personnel Commission shall make the determination of the specific period of eligibility for reemployment on a classification-by-classification basis. Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

Section 8. Notification of Reemployment Opening:

- A. Any unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the address given the District by the unit member, or by personal contact, and the District shall notify CSEA after the third refusal for employment within the classification from which the unit member was laid off, his/her name shall be removed from the reemployment list. It is the responsibility of the laid off unit member to keep the District Human Resources Office informed of a current mailing address.
  
- B. The laid off unit member shall have his/her name restored to the reemployment list upon written request to the Director of Classified Personnel. If the laid off unit member subsequently refuses an employment offer, his/her name shall be removed from the reemployment list permanently.

Section 9. Unit Member Notification to District:

A unit member shall notify the District of his or her intent to accept or refuse reemployment within five (5) working days following postmark of the reemployment notice or personal contact of such notice. If the unit member accepts reemployment, the unit member must report to work within fourteen (14) calendar days after acceptance. The District may extend these time frames for reasonable cause. A unit member given notice of reemployment need not accept the reemployment to maintain the unit member's eligibility on the reemployment list, provided the unit member notified the District of refusal of reemployment within five (5) working days from receipt of the reemployment notice.

Section 10. Reemployment in Highest Class:

Unit members shall be reemployed in the highest rated job classification available in accordance with their classification seniority. Unit members who accept a position lower than their highest former classification shall retain their original thirty-nine (39) month rights plus an additional twenty-four (24) months to the higher paid position.

Section 11. Improper Layoff:

Any unit member who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

Section 12. Voluntary Demotion or Voluntary Reduction in Hours:

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

Section 13. Layoff in Lieu of Displacing:

A unit member who elects a layoff in lieu of displacing maintains his/her reemployment rights under this agreement.

Section 14. Rights During Involuntary Unpaid Status:

Upon return to work, the District shall disregard the break in service of the unit member and classify him/her as, and restore to him/her all of the rights, benefits and burdens of a permanent unit member in the classification to which he/she is reinstated or reemployed.

Section 15. Retirement in Lieu of Layoff:

A unit member who is laid off may elect service retirement and the District shall notify CalPERS that retirement was due to layoff upon receipt of notification by the unit member. Such unit member shall within ten (10) workdays prior to the effective date of proposed layoff complete and submit a retirement form provided by the District for this purpose. This unit member's name shall be placed on a reemployment list for thirty-nine (39) months.

Section 16. Unit Member Roster:

If a layoff will occur, the District shall provide CSEA an updated seniority roster indicating bargaining unit members' classification and hire date (including lower classifications when layoffs occur for those unit members affected by the layoff) in which the unit member served.

**ARTICLE 37**  
**DISCIPLINARY ACTION**

- A. Status of Permanent Unit Members: No person in the permanent classified service shall be suspended, demoted or dismissed, except for reasonable cause as detrimental to the efficiency of the classified service.
- B. Discipline of Probationary Unit Members: Probationary classified unit members are not accorded the rights of regular permanent classified unit members. Probationary classified unit members shall be given reasonable separation notice and the right to request a conference with the Director of Human Resources if dismissal is recommended. Probationary classified unit members may be dismissed at any time.
- C. Definitions
1. Dismissal: Permanent removal from the employment of the District.
  2. Suspension: Temporary removal from employment for a specified period of time without pay.
  3. Demotion: Permanent placement in a lower classification without the unit member's written voluntary consent.
  4. Disciplinary Action: Includes any action whereby a permanent unit member is deprived of any classification or any benefits or rights attendant upon any classification in which the unit member has permanence, including suspension, dismissal or demotion without the unit member's voluntary consent, except for layoff for lack of work or lack of funds.
  5. Charges: A basis for imposition of discipline upon a unit member. The charges for which a unit member may be disciplined are set forth in Section D below.
  6. Incident: A specific transaction, occurrence, act or omission, which constitutes the factual basis upon which a charge is based.
  7. Skelly Conference: A conference at which the charges and incidents are reviewed with the unit member and the unit member is allowed to respond.
  8. Notice of Charges and Recommended Disciplinary Action: The Notice of Charges and Recommended Disciplinary Action sets forward the alleged charges and incidents upon which the District seeks to discipline a unit member. The Notice of Charges and Recommended Disciplinary Action shall not be considered a formal disciplinary recommendation until the Skelly Conference has taken place and the President, Vice Chancellor, Chancellor or his/her designee, has a recommendation to the Board of Trustees that the unit member be disciplined. Until the President, Vice Chancellor, Chancellor or his/her designee, has approved the Notice of Charges and Recommended

Disciplinary Action, it shall merely be considered a proposed disciplinary measure by the immediate supervisor.

D. Charges: A permanent classified unit member may have disciplinary action taken against him or her based on any of the charges set forth below:

1. Job Performance:

- a. Incompetence.
- b. Inefficiency in the performance of the duties of his or her position.
- c. Inattention to or dereliction of duty, including, but not limited to, carelessness or negligence in the performance of one's duties or in the care or use of District property.
- d. Insubordination, including, but not limited to, refusal to perform assigned work or to carry out directions of authorized District personnel.
- e. Excessive or unexcused absenteeism.
- f. Excessive tardiness.
- g. Absence from duty without prior authorization or failure to report after a leave has expired or after notice has been provided that a leave has been disapproved, revoked or canceled.
- h. Failure to report for work within a reasonable time after notice of recall from layoff.
- i. Inability to perform assigned duties, including, but not limited to, mental or physical incapacity.
- j. Failure to possess or maintain required licenses.
- k. Inability to be insured or bonded at the District's standard rate.

2. Personal Conduct:

- a. Discourteous, offensive, or abusive conduct or language toward fellow employees, students, or the public.
- b. Any conduct which bears some rational relationship to the employment and is of a character that can reasonably result in the impairment of the public service of the District.

- c. Reporting for duty under the influence of or, carrying into District facilities, or possessing, consuming, or using on District premises, or inducing or causing others to use, drugs or other controlled substances; or giving, selling, or delivering such items to any other person on District premises.
  - d. Drinking alcoholic beverages on the job, or reporting for work under the influence of alcohol, or carrying an alcoholic beverage into a District facility or onto District property without prior authorization.
  - e. Marking, defacing, damaging, writing, or drawing on any District property not designed for that purpose.
  - f. Furnishing confidential information and/or material to unauthorized personnel or removal of records from an employee's personnel file.
  - g. Unauthorized review of an employee's personnel file or unauthorized removal of records from an employee's personnel file.
  - h. Abuse of leave privileges.
  - i. Dishonesty.
  - j. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, examination materials, time keeping records, absence slips, or travel and conference reimbursement forms.
  - k. Unauthorized use of a District vehicle, including, but not limited to, transporting unauthorized persons in a District vehicle; or driving a vehicle on District business when one's driver's license has expired, been suspended, revoked or is in violation of any condition specified by the Department of Motor Vehicles.
  - l. Offering anything of value or any service in exchange for special treatment in connection with one's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
  - m. Fraud in securing employment with the District.
3. Violation of Laws, Policies, Procedures, and Other Agreements
- a. Engaging in political activity during assigned hours of employment or otherwise in violation of applicable rules or agreements.
  - b. Failure to report for a District-required medical examination after due notice.

- c. Conviction of a sex offense as defined in Education Code Section 87010 or other provisions of the law.
  - d. Conviction of a narcotics offense as defined in Education Code Section 87011 or other provisions of the law.
  - e. Conviction of a felony or a misdemeanor involving moral turpitude. A plea of guilty or a plea of nolo contendere to a charge of a felony or any misdemeanor involving moral turpitude is deemed to be a conviction within the meaning of this section.
  - f. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
  - g. Inducement or attempt to induce any employee to commit an unlawful act or to act in violation of any District policy, rule, or regulation.
  - h. Violation of or failure to comply with, established procedures in the work unit, provisions of the Education Code, District policies, rules or regulations, or rules and regulations made applicable to public community colleges by the Governing Board or by an appropriate federal, state, or local government.
- E. Time Period for Bringing Disciplinary Action: No disciplinary action shall be taken for any cause which arose more than four (4) years preceding the date of the filing of the Notice of Charges and Recommended Disciplinary Action unless such cause was concealed or not disclosed by the unit member or such cause could not have reasonably been discovered by the District.
- F. Short Term Suspension and Paid Administrative Leave
- 1. Short Term Suspension
    - a. After consultation with Human Resources, the President, Vice Chancellor, Chancellor, or his/her designee, may immediately suspend a unit member without pay for up to and including five (5) working days. In such cases, the Chancellor, Vice Chancellor, President or his/her designee shall orally notify the unit member of the reason(s) for the suspension and the unit member shall be allowed the opportunity to respond orally at that time.
    - b. Within a reasonable time after the suspension, written charges will be prepared and served upon the unit member. The Governing Board shall make its determination to ratify, reject, or modify the suspension at the next available Board meeting after the suspension. If the Board upholds the suspension, the unit member shall be notified in writing of the Board's decision.
    - c. The decision of the Board shall be final unless the unit member requests a hearing

in writing within fourteen (14) calendar days after notice of the Board's action has been served. If the unit member requests a hearing, the Personnel Commission shall conduct a hearing within fourteen (14) calendar days.

2. Paid Administrative Leave

Paid administrative leave is a separation from employment with pay. If the President, Vice Chancellor, Chancellor or his/her designee determines that it is in the best interest of the District, he or she may, after consultation with Human Resources, place a unit member on leave with pay pending investigation preliminary to taking disciplinary action. The District shall comply with all disciplinary procedures required by this Article at the earliest possible time.

G. General Disciplinary Provisions: Informal discipline can include counseling or a written reprimand which is placed in a unit member's personnel file subject to the provisions described in the SCCCD/CSEA Agreement. Informal discipline does not require written notice of recommended disciplinary action and charges and is not subject to appeal. No informal discipline is a necessary prerequisite to any other disciplinary action, formal or informal.

1. It is the District's responsibility to present the unit member to be disciplined with a "notice of recommended disciplinary action and charges" prior to the imposition of discipline unless otherwise specified in this Article.
2. Discipline may be recommended in accordance with this section if, in the judgment of the immediate supervisor, or other authorized administrator, disciplinary action is needed. Prior to the Skelly conference, a unit member against whom disciplinary action has been recommended shall be presented with the Notice of Recommended Disciplinary Action and Charges.
3. Notice of Recommended Disciplinary Action and Charges: The Notice of Recommended Disciplinary Action and Charges shall include the following:
  - a. A statement of the charges upon which the disciplinary action is recommended; a statement in ordinary and concise language of each specific incident upon which the charges are based; the Recommended Disciplinary Action; and a statement as to provisions of Section D, if any which has been violated.
  - b. A statement that the unit member will be accorded a Skelly conference with the President, Vice Chancellor or Chancellor or his/her designee, at a time and place prescribed in the Notice of Recommended Disciplinary Action and Charges, with an opportunity at that time to respond to each charge and incident.
  - c. The unit member's right to have copies of the material upon which the disciplinary action is based.

- d. The unit member's right to appear personally and to be represented by a person or counselor of their choice.
  - e. The Vice Chancellor, Human Resources shall file the Notice for Recommended Disciplinary Action and Charges and shall be deemed complete upon personal delivery or upon deposit in the U.S. registered/certified mail, return receipt requested, and addressed to the last known address of the unit member as contained in District Human Resources office records.
4. Skelly Conference
- a. The purpose of the Skelly Conference is to review the Notice of Recommended Disciplinary Action and Charges, charge by charge, incident by incident, to allow the unit member to respond to each charge and incident.
  - b. The conference shall be an informal meeting and shall not be conducted by formal evidentiary rules. The conference may be tape recorded by mutual agreement. The conference shall be conducted on the date stated on the original Notice of Recommended Disciplinary Action and Charges provided to the unit member, unless a change is mutually agreed to by the President, Vice Chancellor, Chancellor, or his/her designee and the unit member. The President, Vice Chancellor, Chancellor, or his/her designee will serve as the administrator responsible for conducting the conference. During the conference the unit member may be represented by a person of their choice.
  - c. The President, Vice Chancellor, Chancellor, or his/her designee shall, after the conclusion of the conference, make a determination of the appropriateness of the recommended disciplinary action and the charges and incidents upon which such disciplinary action is recommended. The District will retain the taped copy of the conference for possible reference, and a copy shall be made available to the unit member upon request.
  - d. The President, Vice Chancellor, Chancellor, or his/her designee may accept, modify, or reject the Notice of Recommended Disciplinary Action and Charges prior to forwarding his or her recommendation to the Board of Trustees.
5. Revision of Notice of Recommended Disciplinary Action and Charges: Following service of the Notice of Recommended Disciplinary Action and Charges upon the unit member, an amended or supplemental Notice of Recommended Disciplinary Action and Charges may be served upon the unit member. If the amended or supplemental recommendation presents new charges or incidents, the unit member shall be afforded a reasonable opportunity to discuss the new matters with his or her immediate supervisor and the President, Vice Chancellor, Chancellor, or his/her designee.
6. Unit Member Status Pending Decision by Governing Board: With the exception of a unit member placed on short-term suspension or administrative leave, the

recommended disciplinary action shall not take effect until the Governing Board takes action. The unit member against whom disciplinary action has been recommended shall remain on active duty status and shall be responsible for fulfilling the duties of the position pending a decision by the Board unless otherwise stated in these rules.

7. Governing Board: The Board retains the right to accept, modify, or reject any portion of the Notice of Recommended Disciplinary Action. The Board may also accept, increase, or decrease the disciplinary penalty. The Board may ask for further evidence or information prior to mailing its decision. Finally, the Board may accept the recommendation of the district administration, take action in closed session, and report that action.
8. Personnel Commission Hearing
  - a. The decision of the Board is final, unless the unit member requests within fourteen (14) calendar days, in writing, a hearing. The unit member's failure to request a hearing shall constitute a final waiver of the unit member's right to a hearing. The Director of Human Resources shall correspond to the unit member describing his or her appeal rights.
  - b. In the event of elimination of the Personnel Commission, the unit member shall have the right to request the appointment of an arbitrator as provided in Article 38, Section 5, D.

## **ARTICLE 38 GRIEVANCE PROCEDURE**

Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.

### Section 1. Definitions

- A. "Grievance" is a formal written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement. It is the intent of the parties to review and resolve grievances at the lowest possible administrative level. Other matters for which a specific method of review is provided by law, by policies, rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of this District are not within the scope of this Article.
- B. A "grievant" may be any member or members of the bargaining unit covered by the terms of this Agreement, or CSEA, and who have been adversely and specifically affected by the misapplication of a specific term or condition of the collective bargaining agreement.
- C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the State Center Community College District is open for business.
- D. The "immediate supervisor" is the first administrator having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant.

### Section 2. Time Limits

- A. 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 relative to the grievance in question.
- B. Failure of the District to respond within established time limits to any step entitles the grievant to proceed to the next step.
- C. Time limits and steps may be waived by mutual written consent of the parties.

### Section 3. Other Provisions

- A. Unit members have the right to present grievances to their employer and have such grievances adjusted without intervention of the exclusive representative as long as the adjustment:
  - 1. does not constitute a violation of this Agreement;
  - 2. occurs before mutual agreement between the employer and exclusive representative to refer the matter to the PERB;
  - 3. is not involved in a failure of the employer or exclusive representative of that unit to comply with agreed-to procedures necessitating a court order to enforce compliance;
  - 4. has not previously been adjusted under the above procedures; and

5. provided the employer has submitted a copy of the grievance and the proposed resolution to the exclusive representative, and the exclusive representative has been permitted ten (10) working days to file a response with the employer prior to a final decision.
- B. "Application" -- Grievances as defined in this Agreement in Article 38, Section 1, shall be brought only through this procedure.
  - C. "Grievance Processing - Limits" -- The grievance procedure must be invoked within thirty (30) days of the time the grievance or alleged grievance could reasonably have become known to the unit member.
  - D. Unit Member Legal Rights -- Nothing contained herein shall deny to any unit member his/her rights under state or federal constitution laws.
  - E. Any grievance involving all District unit members may begin at Level III.

Section 4. Informal Discussion - Oral

Within thirty (30) calendar days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member, either directly or accompanied by the CSEA representative, "grievance chairperson," or his/her designee, shall orally discuss with his/her immediate supervisor the alleged grievance. Within five (5) days, the immediate supervisor shall give his/her oral response.

Section 5. Formal Level:

A. Level I:

1. Within ten (10) working days of the oral response, if the grievance is not resolved, it shall be stated in writing on the "Classified Grievance Form" as provided by the District (and shown as Appendix IV of this Agreement), signed by the grievant, and presented to his/her supervisor, or his/her designee.
2. The supervisor, or his/her designee, shall communicate his/her decision to the unit member in writing within ten (10) working days after receiving the grievance.
3. Within the above time limits, either the grievant or the immediate supervisor, or his/her designee, may request a personal conference with the other party.

B. Level II:

1. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the President, appropriate Vice Chancellor, or his/her designee, within ten (10) days.

2. This statement shall include a copy of the original grievance and a written copy of the decision rendered by the unit member's supervisor, or his/her designee.
3. The President, appropriate Vice Chancellor, or his/her designee, shall communicate the decision to the grievant in writing within twelve (12) working days of receiving the appeal. Either the grievant or the college president, or his/her designee, may request a personal conference within the above time limits.

C. Level III:

1. If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) working days, appeal the decision on the appropriate form to the Chancellor, or his/her designee.
2. This statement shall include copies of the original grievance and appeals, and written copies of the decisions rendered.
3. The Chancellor, or his/her designee, shall communicate his/her decision in writing to the grievant within fifteen (15) working days.

D. Level IV: Arbitration

1. Within fifteen (15) working days after receipt of the decision of the Chancellor, the grievant may, upon written notice to CSEA, request the grievance be submitted to arbitration under and in accordance with the prevailing rules of the American Arbitration Association. Only CSEA (exclusive representative) may demand Arbitration. Nothing herein shall prevent the parties from requesting the State Conciliation Service attempt to mediate a settlement to any grievance appealed to arbitration, providing both parties mutually agree to such mediation procedure.
2. Powers of the Arbitrator: It shall be the function of the arbitrator and he/she is empowered, except as his/her powers are herein limited, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, and to determine the arbitrability of any grievance where arbitrability is questioned by either party.
3. The arbitrator shall have no power to:
  - a. Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement;
  - b. Establish, alter, or modify any salary structure;
4. All fees and expenses of the arbitrator shall be shared equally by the Board and CSEA. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of non-employee witnesses called by the other party.

5. The decision of the arbitrator shall be final and binding on all parties.

Section 6. Witness and Grievant Release Time

The District and CSEA (exclusive representative) may call witnesses. If a unit member gives testimony in connection with the grievance procedure during working hours, the unit member shall suffer no loss of pay. If the grievant's hearing is scheduled during working hours, the grievant shall suffer no loss of pay in order to present his/her grievance. In order for the unit member to be released, he/she shall give his/her immediate supervisor a prior day's notice before leaving his/her work station.

Section 7. Grievance Representative Release Time

The designated bargaining unit representative, if any, shall be released according to Article 7, Section J for attendance at meeting(s) mutually scheduled between the District and CSEA.

Section 8. Complaints Not Covered in This Article

Any complaint not covered by the grievance definition shall be resolved through the complaint procedure. A complaint procedure form shall be made available through the immediate supervisor.

**ARTICLE 39**  
**CLASSIFICATION STUDIES**

Classification studies designed to analyze and study a whole class or classes and/or job families, shall be performed only by mutual agreement by and between CSEA and the District which shall be limited in frequency to not more than one (1) such study in any five (5) year period.

**ARTICLE 40**  
**DISTRIBUTION OF CONTRACT**

The District agrees it shall make this Agreement available on the District's website as soon as practicable after settlement is reached. The District shall provide the website link to each bargaining unit member and to each new member of the bargaining unit within the effective period of the Agreement. The District shall provide a hard copy of this Agreement, at no cost, to the following: 1) Each member of the CSEA Executive Board, 2) Each member of the Bargaining Team, and 3) Upon a bargaining unit member's request to the Director of Human Resources, or his/her designee.

**ARTICLE 41**  
**OPENERS**

- A. The District and CSEA agree that except as expressly set forth herein, this contract shall not be subject to reopening on any item for the duration of the Agreement or unless mutually agreed to by both parties. Neither party is obligated to agree to reopen this contract except as stated herein, and any agreement to reopen this contract must be signed in writing by the parties. The contract will run through June 30, 2020.
  
- B. During the fiscal year 2018-2019, the parties agree to reopen only Articles 16 and 39 to specifically address recommendations from the classification and compensation study conducted by Reward Strategy Group.
  
- C. If, during the term of this Agreement, the Personnel Commission is terminated, the parties agree to negotiate articles for classification, and reclassification.

**AGREEMENT**

This Agreement, made and entered on this 10<sup>th</sup> day of January 2018, between the State Center Community College District and the California School Employees Association and its State Center Chapter 379, its successor and affiliates, is effective upon ratification as set forth in Article 1 of this Agreement and shall remain in full force and effect until the close of the workday June 30, 2020.

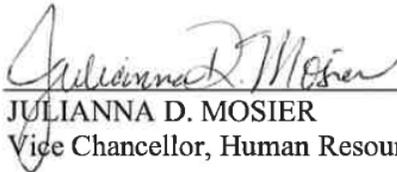
This final settlement agreement concludes bargaining on all issues currently the subject of negotiations between the parties.

Any article proposed for amendment by the Exclusive Representative in accordance with Article 41, shall be deemed herein to remain unchanged in the Collective Bargaining Agreement unless otherwise expressly stated.

**IN WITNESS WHEREOF, EACH OF THE PARTIES AFFIX THEIR SIGNATURES HERETO ON THIS 10<sup>TH</sup> DAY OF JANUARY 2018.**

STATE CENTER COMMUNITY  
COLLEGE DISTRICT

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION AND ITS STATE  
CENTER CHAPTER 379

  
\_\_\_\_\_  
JULIANNA D. MOSIER  
Vice Chancellor, Human Resources

  
\_\_\_\_\_  
SEAN MARTIN  
Chief Negotiator

  
\_\_\_\_\_  
SAMERAH CAMPBELL  
Director of Human Resources

  
\_\_\_\_\_  
JASON MEYERS  
CSEA President, Chapter 379

  
\_\_\_\_\_  
ANGELINA BOTELHO  
CSEA Representative

## CSEA BARGAINING UNIT CLASSIFICATIONS

Note: The proposed titles listed are working titles only. Final determination of classification titles and salary ranges will be based on finalized classification specifications, compensation surveys and internal equity.

The job series are illustrative only and the families are not changing at this time. The job families may change when the classification and compensation study is completed.

### ADMINISTRATION SERIES

| CLASSIFICATIONS  | SALARY RANGE |
|--|--------------|
| <b><u>COMMUNICATIONS &amp; PUBLIC RELATIONS GROUP</u></b>                  |              |
| Public Information Officer/Assistant for Research and Educational Services | 72           |
| Public Information Officer   | 68           |
| Sales and Marketing Coordinator  | 66           |
| Marketing Specialist   | 60           |
| Publications Specialist  | 54           |
| Newswriter-Reporter  | 50           |
| Photographer   | 32           |
| <b><u>HUMAN RESOURCES/PERSONNEL GROUP</u></b>                              |              |
| Human Resources Analyst  | 64           |
| Human Resources Specialist   | 54           |
| Human Resources Technician   | 50           |
| Benefits Assistant   | 48           |
| Human Resources Support Assistant  | 44           |
| <b><u>RESOURCE DEVELOPMENT GROUP</u></b>                                   |              |
| Grants Coordinator   | 66           |
| Program Specialist – Central Mother Lode Regional Consortium (CRC)         | 60           |
| Foundation Events Planner  | 50           |

### FACILITIES SERIES

| CLASSIFICATIONS  | SALARY RANGE |
|--|--------------|
| <b><u>BUILDING &amp; CUSTODIAL SERVICES GROUP</u></b>          |              |
| Lead Custodian   | 46           |
| General Utility Worker   | 43           |
| Custodian  | 41           |
| <b><u>CONSTRUCTION GROUP</u></b>                               |              |
| Construction Services Coordinator                              | 66           |
| <b><u>ENVIRONMENTAL HEALTH &amp; RISK MANAGEMENT GROUP</u></b> |              |
| Occupational Health & Safety Officer                           | 72           |

| <b>CLASSIFICATIONS</b> | <b>SALARY RANGE</b> |
|------------------------|---------------------|
|------------------------|---------------------|

|  |  |
|--|--|
| <b><u>MAINTENANCE &amp; OPERATIONS GROUP</u></b> |  |
|--|--|

|   |    |
|---|----|
| Lead Maintenance Worker                 | 69 |
| Electrician                             | 64 |
| Air Conditioning & Heating Mechanic     | 63 |
| Air Conditioning/Plumbing Specialist    | 63 |
| Boiler/Plumber Specialist               | 63 |
| Building Generalist                     | 63 |
| Carpenter                               | 63 |
| Painter                                 | 63 |
| Vehicle Mechanic                        | 63 |
| Building Locksmith Generalist           | 60 |
| Maintenance Specialist                  | 60 |
| Security Systems Specialist             | 57 |
| Maintenance Worker II                   | 54 |
| Transportation and Operations Assistant | 50 |
| Maintenance Worker I                    | 46 |
| Warehouse Worker                        | 46 |
| Maintenance Utility Worker              | 43 |
| Toolroom Attendant                      | 43 |

|   |  |
|---|--|
| <b><u>GROUNDS MAINTENANCE GROUP</u></b> |  |
|---|--|

|   |    |
|---|----|
| Lead Groundskeeper Specialist               | 53 |
| Groundskeeper & Equipment Repair Specialist | 51 |
| Groundskeeper Specialist                    | 50 |
| Groundskeeper Worker                        | 46 |
| Groundskeeper Apprentice                    | 40 |

**INFORMATION TECHNOLOGY SERIES**

| <b>CLASSIFICATIONS</b> | <b>SALARY RANGE</b> |
|------------------------|---------------------|
|------------------------|---------------------|

|   |  |
|---|--|
| <b><u>INFORMATION SYSTEMS GROUP</u></b> |  |
|---|--|

|  |    |
|--|----|
| Communication/Telephony Technician                           | 66 |
| Distance Education/Information Technology Support Technician | 66 |
| Management Information Systems Trainer                       | 66 |

|  |  |
|--|--|
| <b><u>COMPUTER AND NETWORK SUPPORT GROUP</u></b> |  |
|--|--|

|  |    |
|--|----|
| Senior Network and Systems Administrator | 79 |
| Network Coordinator                      | 74 |
| Systems Technical Resource Analyst       | 73 |
| Audio Visual Maintenance Specialist      | 63 |
| Computer Support Specialist              | 63 |
| Help Desk Technician                     | 63 |
| Computer Support Technician              | 60 |

| <b>CLASSIFICATIONS</b> | <b>SALARY RANGE</b> |
|------------------------|---------------------|
|------------------------|---------------------|

|                         |    |
|-------------------------|----|
| Audio Visual Technician | 32 |
|-------------------------|----|

**SYSTEMS & PROGRAMMING GROUP**

|                               |    |
|-------------------------------|----|
| Lead Programmer Analyst       | 79 |
| Database Administrator        | 75 |
| Programmer Analyst            | 73 |
| Data Processing Assistant     | 66 |
| Financial Aid Systems Analyst | 66 |
| Programmer                    | 66 |

**WEB GROUP**

|                          |    |
|--------------------------|----|
| Web Portal Administrator | 75 |
| Webmaster                | 66 |

**PRINT SERVICES GROUP**

|  |    |
|--|----|
| Graphic Designer                       | 54 |
| Lead Duplicating Operations Technician | 52 |
| Printing Trades Technician             | 52 |
| Duplicating Operations Technician      | 50 |
| Copy Center Specialist                 | 48 |
| Duplicating Operator                   | 46 |

**INSTRUCTIONAL SERVICES SERIES**

| <b>CLASSIFICATIONS</b> | <b>SALARY RANGE</b> |
|------------------------|---------------------|
|------------------------|---------------------|

**ATHLETICS GROUP**

|                              |    |
|------------------------------|----|
| Athletic Trainer             | 60 |
| Athletic Equipment Manager   | 50 |
| Physical Education Attendant | 43 |

**INSTITUTIONAL RESEARCH GROUP**

|                                    |    |
|------------------------------------|----|
| Institutional Research Coordinator | 66 |
| Research Assistant                 | 60 |

**INSTRUCTIONAL RESOURCES GROUP**

|   |    |
|---|----|
| Clovis Center Coordinator                     | 69 |
| Madera Center Coordinator                     | 69 |
| Professional Development Coordinator          | 66 |
| Education Resource Center Coordinator         | 66 |
| University Center Coordinator                 | 66 |
| Workshops, Seminars & Conferences Coordinator | 66 |
| Curriculum Analyst                            | 62 |
| International Trade Specialist                | 60 |

| <b>CLASSIFICATIONS</b>  | <b>SALARY RANGE</b> |
|---|---------------------|
| Program Development Assistant                                     | 60                  |
| Program Development Assistant – Allied Health                     | 60                  |
| Program Development Assistant – Computer Technology               | 60                  |
| Robotics/Automation Systems Specialist                            | 60                  |
| Educational Services Assistant                                    | 58                  |
| Curriculum Assistant  | 57                  |
| International Education Assistant                                 | 48                  |
| <br>  |                     |
| <b><u>INSTRUCTIONAL ASSISTANCE GROUP</u></b>                      |                     |
| Instructional Assistant – Nursing                                 | 62                  |
| Electronics/Microcomputer Technician                              | 60                  |
| Instructional Laboratory Technician – Biological Science          | 57                  |
| Instructional Laboratory Technician – Chemistry/Physical Science  | 57                  |
| Instructional Laboratory Technician – General Science             | 57                  |
| Early Childhood Education Specialist                              | 53                  |
| Automotive Parts Technician                                       | 50                  |
| Instructional Technician – Aeronautics                            | 50                  |
| Instructional Technician – Art                                    | 50                  |
| Instructional Technician – Automotive                             | 50                  |
| Instructional Technician – Automotive (Body & Fender)             | 50                  |
| Instructional Technician – Clerical Office Training               | 50                  |
| Instructional Technician – Costume Maker                          | 50                  |
| Instructional Technician – Dental Assisting                       | 50                  |
| Instructional Technician – Farm, Agriculture & Natural Resources  | 50                  |
| Instructional Technician – Graphics                               | 50                  |
| Instructional Technician – Greenhouse                             | 50                  |
| Instructional Technician – Healthcare Interpreting Language Coach | 50                  |
| Instructional Technician – Machine Shop                           | 50                  |
| Instructional Technician – Manufacturing                          | 50                  |
| Instructional Technician – Microcomputer Lab                      | 50                  |
| Instructional Technician - Reprographics                          | 50                  |
| Instructional Technician – Skills Center                          | 50                  |
| Instructional Technician – Welding                                | 50                  |
| Laboratory Simulation Technician                                  | 50                  |
| Nursery Assistant   | 50                  |
| Early Childhood Education Associate                               | 38                  |
| Instructional Aide  | 32                  |
| <br>  |                     |
| <b><u>LIBRARY GROUP</u></b>                                       |                     |
| Library Services Assistant  | 56                  |
| Library Technical Services Assistant                              | 54                  |
| Library Services Specialist                                       | 48                  |

| <b>CLASSIFICATIONS</b> | <b>SALARY RANGE</b> |
|------------------------|---------------------|
|------------------------|---------------------|

|  |    |
|--|----|
| Library/Learning Resource Assistant II | 41 |
| Library/Learning Resource Assistant I  | 38 |

**PERFORMING ARTS GROUP**

|                            |    |
|----------------------------|----|
| Theater Manager            | 61 |
| Piano Accompanist          | 49 |
| Theater Box Office Cashier | 48 |

**OFFICE SUPPORT SERIES**

| <b>CLASSIFICATIONS</b> | <b>SALARY RANGE</b> |
|------------------------|---------------------|
|------------------------|---------------------|

**ADMINISTRATIVE ASSISTANCE/SUPPORT GROUP**

|  |    |
|--|----|
| Assistant to the Associate Vice Chancellor | 57 |
| Administrative Assistant                   | 55 |
| Administrative Aide                        | 53 |
| Administrative Secretary I                 | 48 |

**OFFICE/SECRETARIAL SUPPORT GROUP**

|  |    |
|--|----|
| Campus Business Assistant                | 57 |
| Business Facilities Assistant            | 48 |
| CalWorks Assistant                       | 48 |
| Office Assistant III                     | 48 |
| Phone Communications Operator/Technician | 48 |
| Facilities Services Assistant            | 46 |
| Cashier                                  | 44 |
| Department Secretary                     | 44 |
| Office Assistant II                      | 41 |
| Phone Communications Operator II         | 41 |
| Office Assistant I                       | 38 |
| Office Assistant I (Hmong Language)      | 38 |
| Office Assistant I (Spanish Language)    | 38 |
| Office Greeter/Receptionist              | 38 |
| Phone Communications Operator I          | 38 |

**ACCOUNTING/TECHNICAL SUPPORT GROUP**

|                          |    |
|--------------------------|----|
| Accounting/Auditor       | 66 |
| Accounting Technician II | 61 |
| Buyer                    | 61 |
| Accounting Technician I  | 57 |
| Accounting Clerk III     | 48 |
| Accounting Clerk II      | 41 |
| Accounting Clerk I       | 38 |

**POLICE SERIES**

| <b>CLASSIFICATIONS</b>           | <b>SALARY RANGE</b> |
|----------------------------------|---------------------|
| <b><u>POLICE GROUP</u></b>       |                     |
| Police Communications Dispatcher | 44                  |

**STUDENT SERVICES SERIES**

| <b>CLASSIFICATIONS</b>                       | <b>SALARY RANGE</b> |
|--|---------------------|
| <b><u>ADMISSIONS &amp; RECORDS GROUP</u></b> |                     |
| Educational Advisor                          | 57                  |
| Evaluator                                    | 49                  |
| Records Officer                              | 34                  |
| Registration Assistant                       | 33                  |
| <b><u>BOOKSTORE GROUP</u></b>                |                     |
| Operations Assistant                         | 57                  |
| Shipping/Receiving Specialist                | 50                  |
| Bookstore Purchasing Clerk                   | 48                  |
| Textbook Purchasing Clerk                    | 48                  |
| Bookstore Sales Clerk III                    | 43                  |
| Bookstore Cashier                            | 41                  |
| Bookstore Stock Clerk                        | 41                  |
| Bookstore Sales Clerk II                     | 40                  |
| Bookstore Sales Clerk I                      | 37                  |
| Bookstore Assistant                          | 31                  |
| Bookstore Seasonal Assistant                 | 31                  |
| <b><u>FINANCIAL AID GROUP</u></b>            |                     |
| Financial Aid Assistant II                   | 60                  |
| Financial Aid Assistant I                    | 57                  |
| Scholarship Specialist                       | 54                  |
| <b><u>FOOD SERVICES GROUP</u></b>            |                     |
| Baker  | 43                  |
| Cook   | 43                  |
| Food Service Worker                          | 36                  |
| Cafeteria Attendant                          | 31                  |
| <b><u>STUDENT OUTREACH GROUP</u></b>         |                     |
| College Relations Specialist                 | 69                  |
| Gear Up Coordinator                          | 66                  |
| Talent Search Coordinator                    | 66                  |
| Targeted Student Project Coordinator         | 66                  |
| Upward Bound Coordinator                     | 66                  |

| <b>CLASSIFICATIONS</b>  | <b>SALARY RANGE</b>     |
|---|-------------------------|
| Student Communications Specialist                             | 54                      |
| Student Personnel Services Assistant                          | 54                      |
| Student Personnel Services Assistant – Native American Indian | 54                      |
| Gear Up Assistant   | 52                      |
| Seasonal Student Advisor                                      | 52                      |
| Talent Search Assistant                                       | 52                      |
| Upward Bound Assistant  | 52                      |
| Workshop Facilitator  | 52                      |
| Workshop Facilitator (Spanish Language)                       | 52                      |
| Orientation Assistant   | 41                      |
| <b><u>SPECIAL SERVICES GROUP</u></b>                          |                         |
| Sign Language Interpreter Coordinator                         | 66                      |
| Job Developer for Students with Disabilities                  | 62                      |
| Faculty Sign Language Interpreter                             | \$51.67/hr. (Flat Rate) |
| Sign Language Interpreter IV                                  | 53                      |
| Job Placement Assistant for Students with Disabilities        | 51                      |
| Tutorial Assistant  | 50                      |
| Sign Language Interpreter III                                 | 48                      |
| Sign Language Interpreter II                                  | 45                      |
| Sign Language Interpreter I                                   | 41                      |
| DSP&S Mobility Driver   | 32                      |
| <b><u>STUDENT SERVICES GROUP</u></b>                          |                         |
| Assessment Coordinator  | 66                      |
| Job Placement Coordinator                                     | 66                      |
| Neighborhood Centers Coordinator                              | 66                      |
| Veterans and International Students Services Coordinator      | 66                      |
| Job Placement Specialist                                      | 63                      |
| Job Developer   | 62                      |
| Job Developer (Hmong Language)                                | 62                      |
| Assessment Technician   | 57                      |
| College Center Assistant                                      | 57                      |
| Employment/Case Management Specialist – CALWORKS/JTPA         | 54                      |
| EOP&S Assistant   | 54                      |
| Call Center Support Specialist                                | 52                      |
| Student Services Specialist                                   | 52                      |
| Job Placement Assistant                                       | 51                      |
| Call Center Support Assistant                                 | 48                      |
| Job Coach   | 41                      |
| Job Coach (Hmong Language)                                    | 41                      |
| Bus Driver (Exempt)   | 40                      |

**SCCCD PERSONNEL SYSTEM  
CSEA - Annual Schedule R  
Effective July 1, 2017**

| <b>Range</b> | <b>A</b> | <b>B</b> | <b>C</b> | <b>D</b> | <b>E</b>  |
|--------------|----------|----------|----------|----------|-----------|
| 31           | \$26,369 | \$27,735 | \$29,185 | \$30,672 | \$32,177  |
| 32           | \$27,104 | \$28,470 | \$29,853 | \$31,409 | \$33,034  |
| 33           | \$27,735 | \$29,185 | \$30,672 | \$32,177 | \$33,751  |
| 34           | \$28,470 | \$29,853 | \$31,409 | \$33,034 | \$34,654  |
| 35           | \$29,185 | \$30,672 | \$32,177 | \$33,751 | \$35,509  |
| 36           | \$29,853 | \$31,409 | \$33,034 | \$34,656 | \$36,382  |
| 37           | \$30,672 | \$32,177 | \$33,751 | \$35,509 | \$37,302  |
| 38           | \$31,409 | \$33,034 | \$34,656 | \$36,382 | \$38,262  |
| 39           | \$32,177 | \$33,751 | \$35,509 | \$37,302 | \$39,098  |
| 40           | \$33,034 | \$34,656 | \$36,382 | \$38,262 | \$40,193  |
| 41           | \$33,751 | \$35,509 | \$37,302 | \$39,098 | \$41,120  |
| 42           | \$34,654 | \$36,382 | \$38,262 | \$40,193 | \$42,192  |
| 43           | \$35,509 | \$37,302 | \$39,098 | \$41,116 | \$43,200  |
| 44           | \$36,382 | \$38,262 | \$40,193 | \$42,192 | \$44,259  |
| 45           | \$37,302 | \$39,098 | \$41,116 | \$43,200 | \$45,319  |
| 46           | \$38,262 | \$40,193 | \$42,192 | \$44,259 | \$46,497  |
| 47           | \$39,098 | \$41,116 | \$43,200 | \$45,319 | \$47,624  |
| 48           | \$40,193 | \$42,192 | \$44,259 | \$46,497 | \$48,822  |
| 49           | \$41,116 | \$43,200 | \$45,319 | \$47,624 | \$50,002  |
| 50           | \$42,192 | \$44,259 | \$46,497 | \$48,822 | \$51,316  |
| 51           | \$43,200 | \$45,319 | \$47,624 | \$50,002 | \$52,514  |
| 52           | \$44,259 | \$46,497 | \$48,822 | \$51,316 | \$53,810  |
| 53           | \$45,319 | \$47,624 | \$50,002 | \$52,514 | \$55,110  |
| 54           | \$46,497 | \$48,822 | \$51,316 | \$53,810 | \$56,460  |
| 55           | \$47,624 | \$50,002 | \$52,514 | \$55,110 | \$57,880  |
| 56           | \$48,822 | \$51,316 | \$53,810 | \$56,460 | \$59,332  |
| 57           | \$50,002 | \$52,514 | \$55,110 | \$57,880 | \$60,773  |
| 58           | \$51,316 | \$53,810 | \$56,460 | \$59,332 | \$62,289  |
| 59           | \$52,514 | \$55,110 | \$57,880 | \$60,765 | \$63,724  |
| 60           | \$53,810 | \$56,460 | \$59,332 | \$62,289 | \$65,348  |
| 61           | \$55,110 | \$57,880 | \$60,765 | \$63,724 | \$66,952  |
| 62           | \$56,460 | \$59,332 | \$62,289 | \$65,348 | \$68,613  |
| 63           | \$57,880 | \$60,765 | \$63,724 | \$66,952 | \$70,286  |
| 64           | \$59,332 | \$62,289 | \$65,348 | \$68,613 | \$72,081  |
| 65           | \$60,765 | \$63,724 | \$66,952 | \$70,286 | \$73,805  |
| 66           | \$62,289 | \$65,348 | \$68,613 | \$72,081 | \$75,736  |
| 67           | \$63,724 | \$66,952 | \$70,286 | \$73,805 | \$77,480  |
| 68           | \$65,348 | \$68,613 | \$72,081 | \$75,736 | \$79,443  |
| 69           | \$66,952 | \$70,286 | \$73,805 | \$77,480 | \$81,358  |
| 70           | \$68,613 | \$72,081 | \$75,736 | \$79,443 | \$83,393  |
| 71           | \$70,286 | \$73,805 | \$77,480 | \$81,358 | \$85,459  |
| 72           | \$72,081 | \$75,736 | \$79,443 | \$83,393 | \$87,596  |
| 73           | \$73,805 | \$77,480 | \$81,358 | \$85,459 | \$89,714  |
| 74           | \$75,736 | \$79,443 | \$83,393 | \$87,596 | \$92,020  |
| 75           | \$77,480 | \$81,358 | \$85,459 | \$89,714 | \$94,278  |
| 76           | \$79,443 | \$83,393 | \$87,596 | \$92,020 | \$96,619  |
| 77           | \$81,358 | \$85,459 | \$89,714 | \$94,278 | \$98,926  |
| 78           | \$83,393 | \$87,596 | \$92,020 | \$96,619 | \$101,352 |
| 79           | \$85,492 | \$89,751 | \$94,311 | \$98,996 | \$103,863 |

\*A longevity increase is granted after number of years of service completed: 10 years = 2.5%; 14 years = 5%; 17 years = 7.5%; 21 years = 10%; 25 years = 12.5%

\*A professional growth increase is granted after # of units completed after employment: 15 units = \$300/yr; 30 units = \$600/yr; 45 units = \$900/yr; 60 units = \$1,200/yr

\*A shift differential increase is granted if shift is: 4 or more hours btwn 6pm & 12am = 7.5%; 4 or more hours btwn 12am & 6am = 10%

\*All increases are subject to approval by Human Resources as per the bargaining unit contract and Personnel Commission Rules.

**SCCCD PERSONNEL SYSTEM  
Faculty Sign Language Interpreter Hourly Rate  
Effective July 1, 2017**

| <u>Range</u> | <u>Flat Rate</u> |
|--------------|------------------|
| N/A          | \$51.67/hour     |

\*Effective April 14, 2004, the Faculty Sign Language Interpreter classification will not be placed on the classified bargaining unit salary schedule and will be paid \$40.00/hour. Future salary increases will be the same as those applied to the classified bargaining unit salary schedule and expressed as a percentage.

\*A longevity increase is granted after number of years of service completed: 10 years = 2.5%; 14 years = 5%; 17 years = 7.5%; 21 years = 10%; 25 years = 12.5%

\*A professional growth increase is granted after # of units completed after employment: 15 units = \$300/yr; 30 units = \$600/yr; 45 units = \$900/yr; 60 units = \$1,200/yr

\*A shift differential increase is granted if shift is: 4 or more hours btwn 6pm & 12am = 7.5%; 4 or more hours btwn 12am & 6am = 10%

\*All increases are subject to approval by Human Resources as per the bargaining unit contract and Personnel Commission Rules.



|  |  |
|--|--|
| <p>Level II: Step 1 – College President/Designee response to grievance</p> <p>Signature: _____</p>   | <p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>                               |
| <p>Level II: Step 2 – Employee response to Step 1 decision and, if not acceptable, reasons for appeal to Level III</p> <p>Signature: _____</p> | <p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level III: <input type="checkbox"/></p>                           |
| <p>Level III: Step 1 – Chancellor/Designee response to grievance</p> <p>Signature: _____</p>   | <p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>                               |
| <p>Level III: Step 2 – Employee response to step 1 decision and, if not acceptable, reasons for appeal to Level IV</p> <p>Signature: _____</p> | <p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level IV: <input type="checkbox"/></p>                            |
| <p>Level IV: Final and Binding Decision of the Arbitrator</p>  | <p>Date of Receipt: _____</p> <p>Date of Hearing: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p> |

Notes:

1. Attach all responses to this form at all levels.
2. Observe time frame requirements of pertinent policy.

**Memorandum of Understanding and Agreement**  
**By and Between**  
**State Center Community College District**  
**And**  
**California School Employees' Association and its Chapter #379**

This non-precedent setting Memorandum of Understanding and Agreement (“MOU”) is entered into by and between the STATE CENTER COMMUNITY COLLEGE DISTRICT (hereinafter referred to as “DISTRICT” or “EMPLOYER”) and the CALIFORNIA SCHOOL EMPLOYEES’ ASSOCIATION, CHAPTER #379 (hereinafter referred to as “EXCLUSIVE REPRESENTATIVE” OR “CSEA”).

The CSEA enters into this MOU as the Exclusive Representative for the bargaining unit of classified employees excluding peace officers.

The District and CSEA have mutually agreed to hire a consultant to conduct a comprehensive classification and compensation study. The District will pay for the consultant to conduct the study.

The Parties agreed to create a Classification and Compensation Workgroup (“Workgroup”).

The scope of the study will be to:

- Analyze all classified classification specifications and review the Personnel Commission’s classification study.
- Review and make recommendations for reclassification of positions.
- Develop a monthly comprehensive communication plan to keep the Workgroup apprised of the consultant’s progress.
- Draft new and/or revised classification specifications.
- Conduct salary surveys and provide recommendations for salary ranges
- Recommend an implementation plan.
- Recommend classification concept and structure.
- Recommend an appeal process.
- Recommend a process for regular review and update of classification specifications.

The Workgroup shall be formed to:

- Review, revise, and approve the draft Request for Proposal (RFP), which shall include the purpose of the study and the outline of the scope of work consistent with the purpose;
- Review the RFP submissions and evaluate, interview and recommend to the Board of Trustees and the Personnel Commission a consultant to conduct the study.
- Work with the classification and compensation consultant to resolve any questions or issues during the study.
- The Workgroup shall receive monthly updates from the classification and compensation consultant to keep the Workgroup apprised of its progress and distribute updates to employees.
- Receive the final report and assure it meets the terms of the RFP.

The Workgroup shall be comprised of the following voting members:

- Personnel Commission – two (2)
  - Elba Gomez, Director of Classified Personnel
  - Christine Ferguson, Human Resources Analyst
- District Human Resources – two (2)

- Julianna Mosier, Vice Chancellor, Human Resources
  - Samerah Campbell, Director of Human Resources
- Confidential – one (1)
  - Yer Her, Human Resources Analyst (Confidential)
- Accounting/Finance – one (1)
  - Donna Berry, Vice President of Administrative Services
- CSEA - two (2)
  - Jason Meyers, CSEA President
  - Sean Martin, Negotiations Chair
- POA - one (1)
  - Christopher Bosworth, POA President
- Classified Administrator – one (1)
  - Darren Cousineau, Director of Environmental Health & Safety

All final decisions of the Workgroup will be by majority vote of the voting members.

It is further agreed that individual requests for reclassification will not be considered since the classification and compensation consultant will be reviewing positions for reclassification, Employees will have the opportunity to submit additional information to the Workgroup if the employee’s duties change, or if the employee is performing duties not contained in their questionnaire.

The District and CSEA will meet to negotiate the implementation and salary portion of the study once the study has been completed by the consultant to be presented to the Personnel Commission and Board of Trustees for final approval.

The salary portion of the study will be used to determine the internal and external alignment of the classifications.

The District and CSEA agree to use all of the following Community Colleges to conduct salary comparisons:

1. Allan Hancock College
2. Cabrillo College
3. College of the Sequoias
4. Contra Costa College
5. Cuesta College
6. Hartnell Community College District
7. Kern Community College District
8. Merced Community College District
9. Monterey Peninsula Community College District
10. San Joaquin Delta College
11. Santa Barbara City College
12. Ventura Community College District
13. West Hills Community College District
14. West Kern (Taft) Community College District
15. Yosemite Community College District

In the event a large enough pool is not found in which to compare a position (a “pool” is defined as five districts), other public agencies other than those listed above shall be utilized. The Workgroup must agree

on the other public agencies used.

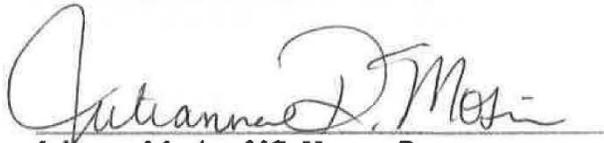
Benefit comparisons are not part of the study.

Once the Personnel Commission and Board of Trustees approve the study, any changes to salary shall be prospective and will not have a retroactive effect.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify they are the authorized representatives of the parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in the manner required by each party or by the law.

This Agreement is made this 31<sup>st</sup> day of March in the year 2017 in the City of Fresno, County of Fresno, State of California.

**State Center Community College District**

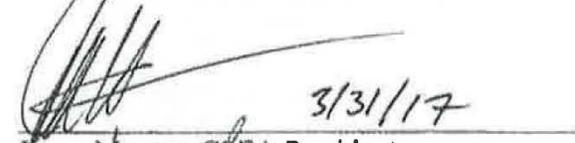


**Julianna Mosier, VC, Human Resources**

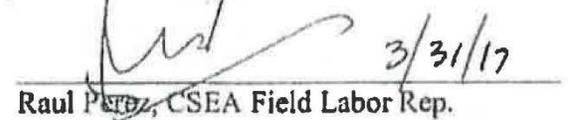


**Samerah Campbell, Director of HR**

**California School Employees' Association**



**Jason Meyers, CSEA President**



**Raul Perez, CSEA Field Labor Rep.**



**State Center Community College District**  
Human Resources

**Memorandum of Understanding and Agreement**

**By and Between**

**State Center Community College District**

**And**

**California School Employees Association and Its State Center Chapter #379**

This non-precedent setting Memorandum of Understanding and Agreement (“MOU”) is entered into by and between the STATE CENTER COMMUNITY COLLEGE DISTRICT (hereinafter referred to as “DISTRICT”) and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS STATE CENTER CHAPTER #379 (hereinafter referred to as “EXCLUSIVE REPRESENTATIVE” OR “CSEA”).

The CSEA enters into this MOU as the Exclusive Representative for the bargaining unit of classified employees, excluding peace officers.

The District and CSEA agree as follows:

- During the 2017-2018 fiscal year, a committee of four (4) CSEA representatives and four (4) District representatives shall explore the development of a Tuition Reimbursement Pilot Program.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify they are the authorized representatives of the parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in the manner required by each party or by the law.

This Agreement is made this 9<sup>th</sup> day of August, 2017 in the City of Fresno, County of Fresno, State of California.

**State Center Community College District**

Julianna D. Mosier, Vice Chancellor, HR

Samerah Campbell, Director of HR

**California School Employees Association**

Jason Meyers, CSEA President

Sean Martin, Chief Negotiator

Angie Botelho, CSEA Labor Relations Rep.