

2021-24 Collective Bargaining Agreement

Between



Cabrillo Classified Employees Union

and

Cabrillo 
College
**Cabrillo Community
College District**

Revised October 2021

Table of Contents

Article 1	Recognition.....	1-1 .. December 2007
Article 2	No Discrimination.....	2-1 June 2015
Article 3	District Rights.....	3-1 .. December 2007
Article 4	Union Security and Union Rights.....	4-1 May 2019
Article 5	Personnel Files.....	5-1 .. December 2007
Article 6	Evaluation Procedure.....	6-1 May 2017
Article 7	Hours and Overtime.....	7-1 May 2018
Article 8	Compensation.....	8-1 October 2021
Article 9	Transfers, Promotions and Reassignments.....	9-1 May 2018
Article 10	Classification and Reclassification of Positions.....	10-1 May 2017
Article 11	Health and Welfare Benefits.....	11-1 October 2021
Article 12	Holidays.....	12-1 ... October 2021
Article 13	Vacation Plan.....	13-1 October 2021
Article 14	Leaves of Absence: Paid.....	14-1 May 2018
Article 15	Leaves: Other.....	15-1 June 2013
Article 16	Negotiated Layoff and Reemployment.....	16-1 . November 2016
Article 17	Grievance Procedure.....	17-1 March 2012
Article 18	Complaints.....	18-1 June 2015
Article 19	Disciplinary Action.....	19-1 May 2018
Article 20	Safety.....	20-1 January 2005
Article 21	Severability.....	21-1 January 2005
Article 22	Waiver of bargaining.....	22-1 January 2005
Article 23	Concerted Activities.....	23-1 January 2005
Article 24	Duration.....	24-1 October 2021
Appendix A	Classified Salary Schedule.....	A-1 October 2021
Appendix B	Classified Personnel Pre-retirement Program.....	B-1 January 2005
Appendix C	Professional Growth.....	C-1 October 2021
Appendix D	Retraining and Study Leave.....	D-1 ... December 2007
Appendix E	Vacation Calculations.....	E-1..... May 2018
Appendix F	Labor Management Committee.....	F-1..... May 2018

ARTICLE 1 RECOGNITION

- 1.1 The District hereby recognizes Cabrillo Classified Employees Union as the exclusive bargaining representative for the classified employees constituting the bargaining unit. CCEU bargaining unit consists of those regular, classified employees of the District covered by the PERB Certification of Representative form dated July 11, 1979, except for those who may legally be declared management, confidential or supervisory. It does not include substitute or short-term employees employed according to the Education Code and established District Policy. Effective July 1, 2005, only a substitute or short-term or a contract classified employee shall be paid according to the classified salary schedule.
- 1.2 In the conversion of temporary/hourly positions, the District will follow its standard employment process. However, if the incumbent temporary/hourly employee has held the position for at least two (2) years and is offered the position, and if they accept the position, they shall be granted step placement based on the number of years they has held the temporary/hourly position. The employee shall be granted three (3) months credit towards their probationary period of six (6) months.

ARTICLE 2

NO DISCRIMINATION

- 2.1 The District and the Union agree that equal employment opportunity and diversity are beneficial to the District, employees and the community. The parties agree and understand that the responsibility for equal employment opportunity and diversity rests with the District. The District and the Union will cooperate in pursuing a policy of equal employment, diversity and equal promotional opportunity for all employees, in accordance with applicable law, without discrimination or harassment on the basis of ethnicity, religion, race, age, sex, national origin, physical or mental disability, or sexual orientation, military and veteran status, and exercise and/or alleged denial of Family Care leave rights as defined in state or federal law and District policy.

A copy of the equal employment opportunity/diversity plan shall be sent to CCEU. The Union shall also be provided with subsequent changes and revisions within at least five (5) working days prior to implementation. In any proceedings in which equal employment opportunity/diversity plan changes or revisions are contemplated, the process shall include at least one employee representative of the bargaining unit who is a member of the Union selected by the CCEU Board of Directors.

Neither the District nor the Union shall impose or threaten to impose reprisals on unit members to discriminate or threaten to discriminate against union members, or otherwise to interfere with, restrain, or coerce unit members because of their exercise of rights to form, join and participate in lawful activities of the Union or exercising their right to refuse to join or participate in the lawful activities of the Union.

- 2.2 Alleged violations of this Article will be grievable to the Superintendent/President level of the Grievance Procedure (Section 17.2.2).
- 2.3 Failure to utilize or exhaust the grievance procedure regarding alleged violations of this article shall not compromise or in any manner affect a unit member's ability to pursue relief through state and federal agencies and courts.

ARTICLE 3 DISTRICT RIGHTS

- 3.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, 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 Contract, and then only to the extent such specific and express terms are in conformance with law.
- 3.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency.

In addition, the Board retains the right to hire, classify, assign, promote, reprimand, and terminate employees.

- 3.3 The exercise by management of the rights and discretion as described herein shall not be subject to the grievance/arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Contract.

ARTICLE 4 UNION SECURITY AND UNION RIGHTS

- 4.1 **Membership:** Employees in the bargaining unit may elect to join the exclusive bargaining unit's representative, CCEU, in order to contribute to the cost of administration of this contract by the Union and for the representation of workers in the bargaining unit by the Union. Such contribution shall be by membership dues through a payroll deduction. The College will provide member payroll information to CCEU in a computerized format. CCEU will be responsible to determine membership of employees and the College will be bound by CCEU's determination. Any requests for withdrawal of membership must be authorized by CCEU before the District may stop dues deductions. The parties acknowledge and agree they are bound by Government Code sections 3500-3566.
- 4.1.1 The Union agrees to identify, defend, and hold the District harmless from any and all claims instituted against the District arising from its actions relating to the provisions of this Article.
- 4.1.2 All payments for Union dues, service fees, or charitable contributions shall be by payroll deduction except that Unit members may request to pay by lump sum instead of payroll deduction. Union or nonunion unit members exercising this option shall be required to submit a paid receipt from the Union to the District payroll office specifying the time period covered by the payment. Without such a receipt, Union dues or service fees shall be deducted from salary orders per Section 4.1.1. Such dues, service fees, or charitable contributions paid as direct payments shall be made on a fiscal year basis only. The District shall remit the deducted dues or service fees and other mutually agreed payroll deductions to the Union as soon as possible after the deduction.
- 4.1.3 A unit member qualified to exercise the charitable contribution option provided in Sections 4.1.2 and 4.1.3 of this contract may designate that their contribution be sent to one of the following mutually designated organizations:
- A. United Way of Santa Cruz County
 - B. Cabrillo College Foundation
 - C. American Society for the Prevention of Cruelty to Animals (ASPCA)
- Such assignment shall remain in effect for the year of designation and shall continue for subsequent years until changed in writing by the Unit member.
- 4.1.4 The Union agrees to indemnify, defend and hold the District harmless from any and all claims instituted against the District arising from its actions relating to the provisions of this Article.
- 4.2 The Union may use the college mailboxes and bulletin board spaces designated by the President subject to the following conditions:
- 4.2.1 All postings for bulletin boards or items for college mail boxes must contain the date of posting or distribution and identification of the Union, and designated

authorization of the Union, together with a designated authorization by the Chapter President; and

- 4.2.2 A copy of such postings or distributions must be delivered to the President or designee at the same time as posting or distribution.
- 4.3 The Union shall have the right to review at reasonable times and receive upon request without cost, copies of current materials prepared, excluding privileged information, relating to the wages, hours, and other terms and conditions of employment, which are relevant for CCEU to fulfill its duties and obligations as the exclusive representative of the unit employees covered by this contract.
- 4.4 In all cases in which release time is authorized in this article, the following shall apply:
- 4.4.1 Any unit member (except for the Chapter President, refer to section 4.6.4) intending to utilize release time shall, whenever possible, provide advance written notification to their immediate supervisor (and/or other college administrator as set forth below, see section 4.6.2).
- 4.5 Representatives of the Union shall be permitted access to District facilities during working hours for the purpose of processing and investigating grievances upon notification to the immediate supervisor. Contact with employees will not interfere with the work of the District.
- 4.6 **Release Time for Officers, Stewards and Committee Members:** Up to three (3) Union representatives shall be allowed to attend, without loss of compensation, meetings scheduled with designated representatives of the District to meet and confer on matters within the scope of representation. The limitation of three (3) employees may be waived upon mutual agreement. Further, the District shall allow an employee and their job steward time off with pay, in an amount set by mutual agreement, for the investigation and/or processing of grievances or disciplinary appeals. In no instance shall this investigation and/or processing interfere with the work of the District.
- 4.6.1 Up to three official Union representatives may attend Governing Board meetings on release time absorbed by the District.
- 4.6.2 Bargaining unit employees shall be granted one (1) hour release time per month to attend the monthly general membership meeting. CCEU will provide advance notice to Human Resources of monthly general membership meetings. Shop stewards or any member of the bargaining unit acting in a representational capacity shall be granted release time for grievance investigation and representation, disciplinary investigation and representation, attendance at hearings called by the District and/or pursuant to the administration of this agreement, and/or arbitrations.
- 4.6.3 Union members appointed to District committees shall receive release time to attend meetings of those committees and, upon prior approval from the District or by prior determination of the committee itself, to complete committee

assignments. Release time provided in this section shall not impede or inhibit the efficient operations of the District.

- 4.6.4 The College shall grant to the Chapter President up to a maximum of 20 hours of release time per week to the Union for the purpose of conducting Union business. Any time not used shall not accumulate. The President of the Chapter shall coordinate the time taken off for Union business with their immediate supervisor. Union release time shall be reported on a form developed by the College.
- 4.6.5 The District shall grant to the CCEU Chief Steward up to a maximum of ten (10) hours of release time per week for the purpose of conducting Union business. Any time not used shall not accumulate. The Chief Steward shall coordinate the time taken off for Union Business with their immediate supervisor. Union release time shall be reported on the District classified employee absence form. The Union will reimburse the District the actual cost of the substitute employee.
- 4.7 **Notification of Union Representation:** When a person is hired in any classification represented by CCEU, the District will notify that person that the Union is the recognized bargaining representative for the workers in the unit and provide that person with a copy of the current contract and the terms of the agency shop provisions.
- 4.8 **Names and Addresses of Covered Workers:** The District shall provide the Union with the name, job title, department, work location, work, home and personal cellular phone numbers, personal email addresses on file and home address of any newly hired employee within 30 days of the hire date or by the first pay period of the month following the hire and the District shall also provide CCEU with a list of that information for all employees in the bargaining unit every 120 days, or on July 1, November 1, and on March 1 in accordance with California Government Code Section 3558.
- 4.9 **Printing of the Contract:** The District will print thirty five (35) copies of the contract and make it available on the District's website within sixty (60) days of ratification. Temporary copies of the contract shall be available upon request if sixty (60) days has lapsed.
- 4.10 **Stewards:** The District recognizes the need and affirms the right of CCEU to elect Job Stewards from among employees in the bargaining unit.
- 4.10.1 **Selection of Job Stewards:** The Union shall elect Job Stewards who will represent employees in the bargaining unit, and will notify the District of the names of these stewards and any further changes thereof.
- 4.11 **Negotiation Committee:**
- 4.11.1 There shall be five (5) official employee representatives and two (2) alternates constituting the classified bargaining negotiation committee.
- 4.11.2 The District agrees to provide release time without loss of compensation to negotiating committee members for the purpose of negotiation; and further agrees

to provide one and one half (1 1/2) hour of release time for preparation for each committee member and alternate per each scheduled negotiation session.

- 4.11.3 With the agreement of the District, resource persons who are employed by the District shall be allowed release time to attend negotiation preparation meetings for the purpose of providing information to the committee on specific issues. All such meetings shall be prearranged and scheduled by the committee in cooperation with the District.
- 4.12 Upon request by the Union, the parties will negotiate the price of available office space for a Union office on-site in order to facilitate improved labor relations.
- 4.13 **Commencement of Negotiation:** In accord with the public notice requirements of the Government Code, notice of intent to alter or amend this Contract shall be given by either party at least forty-five (45) days prior to its expiration date. Negotiations shall begin at a mutually agreeable time and place as soon as is practical and reasonable.
- 4.14 **Agreement of Parties:** Proposed negotiable policies affecting the bargaining unit shall be subject to meet and confer with the Union. Meet and confer means the Union will be given a meaningful opportunity to meet with the District and state its position, suggestions and reasoning regarding proposed negotiable policies.
- 4.15 The District agrees that its policy will be to restrict outside contracting of work which has been routinely performed by a unit member when such contracting of work would result in related loss of positions or a reduction in assigned hours (with related loss of wages) for such unit member. Such restrictions shall not apply to other public educational entities, or where there is insufficient work to warrant at least a fifty percent (50%) position. The Union shall be given at least 10 working days notice. The parties shall, upon the request of either, meet and confer prior to contracting out bargaining unit positions. Each year, upon written request of the Union, the District shall provide to the Union a complete report of all work that was contracted out during the previous fiscal year.

ARTICLE 5 PERSONNEL FILES

- 5.1. The official personnel file of each employee shall be maintained at the District's Human Resources Department. Any employee files kept by any supervisor shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against any employee based upon materials that are not in the official personnel file.
- 5.2. Employees shall be provided with copies of any written personnel related material ten (10) workdays before it is placed in the employee's personnel file. The employee and their designated representative as described in Section 5.6 shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 5.3. An employee and their designated representative as described in Section 5.6 shall have the right at any reasonable time without loss of pay to examine and/or obtain a copy of any material from the employee's personnel file with the exception of material that was obtained prior to the employment of the employee involved.
- 5.4. All personnel files shall be kept in confidence and shall be available for inspection by only the named employee, their designated representative, as described in Section 5.6, the Human Resources Department in the performance of duty, and the supervisor/administrator with the specific responsibility to know its contents. The District shall keep a confidential log in the Human Resources Department indicating the persons who have examined a personnel file as well as the date and reason such examinations were made. Routine clerical access by appropriate Human Resources staff need not be logged.
- 5.5. Written material or drafts of written material to be placed in an employee's file shall bear the employee's signature and date of such placement.
- 5.6. Employees may designate one representative who, upon written authorization of the employee, shall have access rights to that employee's personnel file for the purpose of assisting or advocating the rights of such employee.

ARTICLE 6 EVALUATION PROCEDURE

- 6.1 **Evaluation:** Each employee's immediate supervisor is responsible for evaluating the employee's performance. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based on the direct observation of the evaluator and/or on information that has been verified by the evaluator. The evaluator shall include a statement in the evaluation explaining what steps were taken to verify the information received. Any negative evaluation shall have attached documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have ten (10) working days to review and respond to any evaluation.

6.2 **Probationary Periods/Release From Employment**

- 6.2.1 **New Employees:** All new employees shall serve in a probationary status for six (6) months from the date of appointment. All paid leave except vacation and Extended Illness Leave (section 14.6) shall be counted in satisfaction of the six months of service requirement. The six (6) months shall consist of 130 work days. For part-time employees whose regular assignment is less than five (5) days per week, a week in which the employee works their assigned time shall count as five (5) work days. Upon completion of probation, the employee shall have permanent status.

The District and the employee may mutually agree to extend the probationary period by a single three (3) month period, based on exceptional and/or compelling circumstances. The granting or denial of such an extension shall not be subject to Article 17 (Grievance Procedure).

- 6.2.1.1 All new employees hired into a series (I/II) classification shall serve in a probationary status for one (1) year from the date of appointment. All paid leave except vacation and Extended Illness Leave (section 14.6) shall be counted in satisfaction of the one year of service requirement. The one (1) year shall consist of 260 work days. The employee shall receive a non-competitive promotion (to the II level in the series) upon successful completion of the one-year probationary period and the achievement of permanency and will be evaluated in accordance with section 6.3.2.
- 6.2.2 **Promotional Trial Period:** A permanent employee shall serve in a trial status in a new position for no less than six (6) months of actual paid service following promotion. The six (6) months shall consist of 130 work days. For part-time employees whose regular assignment is less than five (5) days per week, a week in which the employee works their assigned time shall count as five (5) work days. All paid leave except Extended Illness Leave (section 14.6) shall be counted

in satisfaction of the six month service requirement. Return to the employee's former class will occur upon employee or District request during this trial period. In the event an employee is deemed unsuccessful in the new position, or requests return s/he shall be entitled to reinstatement in the formerly held position, if available. If the formerly held position is not available, the employee may fill any opening in that class or a lower class for which the employee qualifies and chooses to accept. This section does not include employees who are hired into a Series (I/II) classification.

- 6.2.3 **Voluntary Transfer Trial Period**: An employee who has transferred voluntarily to another position pursuant to section 9.1 will serve a three (3) month (60 work days) trial period and be evaluated in the same manner as a new employee. All paid leave except Extended Illness Leave (section 14.6) shall be counted in satisfaction of the three month service requirement. In the event an employee is deemed unsuccessful in the new position, they shall be entitled to reinstatement in the formerly held position, if available. If the formerly held position is not available, the employee may fill any opening in that class or a lower class for which the employee qualifies and chooses to accept.

When an employee voluntarily transfers to a series I/II, a twelve (12) month trial period (260 working days) will be served at the "I" level. The same employee or District return rights apply during the first three (3) months in the "I" position.

- 6.2.4 A probationary employee may be released at any time during the probationary period.

- 6.3 **Schedule for Employee Evaluations**: The district personnel officer will forward evaluation forms to supervisors as follows:

- 6.3.1 Employees in Probationary Status (Sections 6.2.1 through 6.2.4) will be rated every three (3) months. Employees completing their probationary status between July 1 and December 31 shall be rated between April 15 and June 30, along with all regular classified evaluations. Employees completing their probationary status between January 1 and June 30 shall be rated between April 15 and June 30 of the following year. The final rating will carry a recommendation regarding continued employment of the probationary employee.
- 6.3.2 Permanent employees will be rated between April 15 and June 30 of each year. The parties acknowledge that unforeseen events can occur which may prevent compliance with this deadline. Except in such unusual cases, failure to meet the deadline will automatically result in a satisfactory rating on the evaluation form together with reference to the requirements of this section.
- 6.3.3 Additional Performance Evaluations may be requested for sound and justifiable reasons by the employee, the evaluator or the personnel administrator upon consultation with either the employee or the appropriate supervisor. Such

evaluation, whether initiated by the employee, the supervisor, or the personnel administrator may not exceed one per month or continue longer than is reasonably necessary to meet the objective. Any additional performance evaluation containing derogatory material shall be reviewed at the end of the annual evaluation period if requested by the employee. A review committee consisting of the employee's supervisor, the district personnel administrator, a member of the Union, and a Union representative shall meet and make recommendations regarding the disposition of that (those) evaluation(s).

- 6.4 **Disposition of Copies of Performance Evaluation:** Only three (3) copies of any employee evaluation shall be made. Whenever an employee is evaluated by their supervisor, they will discuss the evaluation with this supervisor and at that time both parties shall sign it. The employee shall retain one copy, the supervisor shall retain one copy, and the third copy shall be forwarded to the personnel officer for inclusion in the employee's permanent file. The confidentiality and privacy that apply to an employee's official personnel file should also apply to worker evaluations entered into computerized files. By December 31, 1998, the District will establish systems designed to ensure such privacy and confidentiality, and will meet and confer with the Union regarding such a system.
- 6.5 **Review:** An employee may have the content of his/her evaluation reviewed. The first level of review is to the evaluator. The employee may pursue a second and final level of review to the superintendent.
- 6.6 **Grievance of Procedure:** CCEU or any employee may use the grievance procedure (Article 17) for resolving disputes which allege procedural violations of this article. Any such grievance must be initiated by a specific employee directed toward a specific violation of this Article.

ARTICLE 7 HOURS AND OVERTIME

- 7.1 **Length of Work Year:** The normal work year shall begin on July 1 and end twelve months later on June 30. A month is computed as 21.67 days.
- 7.2 The standard work week schedule for full time workers shall consist of five (5) consecutive days of (8) eight hours per day, with two (2) consecutive days off, or four (4) consecutive days of ten (10) hours per day, with three (3) consecutive days off. Certain positions are designated as having a shorter work day and/or work year in accordance with the percentage of contract. All employees shall be assigned to work shifts with scheduled starting and quitting times. Should conditions necessitate a change in the regular shift of a worker(s), the District will notify the worker and the Union, in writing, at least ten (10) working days in advance. This section shall not preclude the District's right to effect changes necessitated by bona fide emergencies (e.g., unanticipated or unscheduled absence of a worker) as determined by the District.
- 7.2.1 **Work Week and Work Day:** The standard full time work week shall be 40 hours and consist of five consecutive work days of forty hours between 4:00 a.m. Monday and 3:59 a.m. the following Monday. An employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of work week at the overtime rate, or for work over 40 hours during the work week or over eight hours during the work day. (Four-day work week assignments are governed by Ed Code Section 88040)
- 7.2.1.1 The standard full time work day shall be (8) eight hours within a twenty-four (24) hour period. Upon notification of regular contract employment, the employee will be given a schedule of their work week. Except in bona fide emergencies, no unit member shall be required to begin a work day sooner than ten (10) hours following completion of their work day.
- 7.2.1.2 **Weekend Work:** The District may designate certain positions as requiring weekend work. Employees who are regularly assigned to work on either Saturday or Sunday shall be paid a five percent (5%) weekend differential for all hours worked on that day. Employees who are regularly scheduled to work on both a Saturday and Sunday shall be paid an eight (8%) weekend differential for all hours worked on those days. In these instances, the employees' two consecutive regular days off may preclude the five consecutive work days required. These differentials shall not apply to any occasional weekend work on Saturday and/or Sunday, as such work is paid in accordance with Section 7.5 (Overtime).
- 7.2.1.3 **Split Work Week:** The District may, upon agreement with an employee and the Union, designate certain positions as having other than a standard work week. The differential provision set forth in section 7.2.1.2 above shall apply to weekend work.

7.2.1.4 Whenever an employee is scheduled to return to work sooner than the 10 hours in 7.2.1.1, the employee shall be entitled to 1.5x their regular hourly wage until the 10 hour return time has been met, provided the time has been approved by the employee's supervisor in advance of the hours worked on the District Overtime Request Form. The 1.5x will begin upon the employee's return to work.

7.2.2 These provisions do not restrict the extension of a regular work hour schedule to an overtime basis by the District when such extension is necessary.

7.3 **Lunch Periods:** All employees covered by this agreement shall be entitled to an uninterrupted unpaid lunch period after the employee has been on duty for three and three-quarter (3-3/4) hours. The length of time for such period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.

An employee directed to work during their normal lunch period shall receive an equivalent time off at a mutually agreeable time between the employee and the supervisor.

7.4 **Rest Periods:** All unit employees are permitted to take rest periods which insofar as practical shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours or major fraction thereof. Rest periods on evening or special shifts or in unique locations may be scheduled to the mutual convenience of unit employees and supervisors.

7.4.1 VDT/CRT operators shall be allowed at the end of every forty-five (45) minutes of continuous VDT/CRT work to take a fifteen (15) minute break or do non-VDT/CRT work at the supervisor's discretion. Ten-key operators shall be allowed at the end of every fifteen (15) minutes of continuous 10-key operator work to take a five (5) minute break or do non 10-key work, at the supervisor's discretion.

7.4.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

7.4.3 An employee directed to work during their normal break period shall receive an equivalent time off at a mutually agreeable time between the employee and the supervisor.

7.5 **Overtime:** Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay or compensatory time equal to time and one-half the regular rate of pay of the employee for all work requested. The choice of overtime pay or compensatory time off is solely at the worker's discretion. A worker may decline a supervisor's request to work overtime when the work can only be compensated

with compensatory time off. Overtime is defined to include all ordered and authorized work time in excess of eight (8) hours in any one day or time in excess of forty (40) hours in paid status.

7.5.1 All scheduled hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate of time and one-half commencing on the sixth consecutive day of work.

7.5.2 All scheduled hours worked on the seventh consecutive day of work up to eight (8) hours shall be compensated at two (2) times the regular rate of pay.

7.5.3 All scheduled hours worked in excess of eight (8) hours on the sixth and seventh consecutive day on scheduled overtime shall be compensated at two (2) times the regular rate of pay.

7.5.4 Notwithstanding sections 7.5 and 7.5.1 - 7.5.3 above, when, pursuant to Education Code section 88040, a 10-hour-per-day, four-consecutive-day work week is established, overtime for employees regularly assigned to such a schedule is defined to include all ordered and authorized work time in excess of ten (10) hours in any one day or forty (40) hours in any one week.

7.5.4.1 All scheduled hours worked in excess of ten (10) hours in any one day shall be compensated at a rate of pay (or compensatory time) equal to time and one-half the regular rate of pay of the employee.

7.5.4.2 All scheduled hours worked beyond the fourth (4th) consecutive day of work shall be compensated at the overtime rate of time and one-half the regular rate of pay commencing on the fifth (5th) consecutive day of work.

7.5.4.3 All scheduled hours worked on the sixth (6th) or seventh (7th) consecutive day of work up to ten (10) hours shall be compensated at two (2) times the regular rate of pay.

7.5.4.4 All scheduled hours in excess of ten (10) hours on the fifth (5th), sixth (6th), or seventh (7th) consecutive day on scheduled overtime shall be compensated at two (2) times the regular rate of pay.

7.6 **Overtime - Equal Distribution:** Overtime shall be distributed and rotated by seniority as equally as is practical among qualified volunteer employees in the bargaining unit within each department. In the event of no volunteer, the least senior qualified employee shall be assigned. Written requests to be excused from overtime assignment shall not be unreasonably denied.

7.7 **Overtime - Process:** Overtime may be requested by the supervisor or the worker on the proper District form. Overtime must be authorized prior to the actual work being

performed except in case of an emergency. The worker shall indicate their preference for cash payment or compensatory time off at the time overtime is requested.

- 7.8 **Flexible Hours**: An employee may request to vary their duty hours around a core period consisting of the middle four hours of any regularly scheduled shift. Such variance of the normal starting and quitting times shall remain in effect for not less than 90 calendar days unless a shorter period is mutually agreed upon by the employee and the District. All such requests shall be submitted in writing to the employee's immediate supervisor, and shall include specific rationale for the variance. The District shall respond in writing within fourteen (14) calendar days. All such arrangements shall be made in the best interest of the employing department and by mutual agreement between the employee(s) and the District.

7.9 **Call Back**

7.9.1 All hours worked on a call back emergency basis and which are beyond the regularly scheduled work day shall be compensated at two (2) times the regular rate of pay for a minimum of two (2) hours whether during the week or weekend.

7.9.2 If an employee is called back to work on an established holiday, the employee shall be paid compensation at the rate of time and one-half of their regular rate of pay in addition to the regular pay received for the established holiday for a minimum of two (2) hours.

7.10 **On-Call Duty**

7.10.1 **Definition**: On-call duty is defined as the requirement by the supervisor for an employee to leave a phone number where the employee may be reached during off-duty hours, or carry a pager during off-duty hours, and the employee must be available to report to work within a one-hour period.

7.10.2 An employee assigned to on-call duty shall receive two (2) hours of their base pay for each 24-hour period.

7.10.3 On-call duty assignments shall not be considered "hours worked" pursuant to the Fair Labor Standards Act.

7.10.4 On-call duty must be pre-authorized in writing by the supervisor on a District form.

- 7.11 **Job Sharing**: With the agreement of the District, two or more regular contract employees may request to share one or more full-time positions in order to create part-time job opportunities; providing, however, that each such part-time job equals at least a half-time position. Once established, these split positions shall remain in effect for a period of at least 180 calendar days unless all affected employees and the District agree to a shorter

period of time. All such arrangements shall be made in the best interests of the employing department and by mutual agreement between the employee(s) and the District.

7.11.1 This Section shall not preclude the right of the District to reemploy any former full-time employee, within 39 months, to a full-time position in the same classification previously held. Such reemployment would require a written request by the employee and an existing vacancy in the classification.

7.11.2 Employees electing to become part-time workers pursuant to this Section shall receive prorated health and welfare benefits based on days, hours, and months of service as stipulated in each contract.

7.12 **Summer Work:** When summer work positions are available, employees who work less than twelve (12) months per year shall have first opportunity to fill these positions within their classification, provided that such employees notify the Director, Human Resources in writing by May 1 preceding the summer in which the employee wishes to work, of their desire to fill such available summer work. The Human Resources Department shall provide a reminder of the May 1 deadlines to all eligible employees. If two or more employees apply, seniority (hire date) within the classification shall determine the selection.

Additionally, the District will give consideration to employees having made proper notification to the District of their desire to fill such positions in other classifications. Regular employees working under this provision shall continue to receive health and welfare benefits.

7.13 **Increase Hours of Part Time Employees:** Part time employees who are interested in increasing their regular assigned time shall indicate that interest to their immediate manager in writing. The immediate manager shall review such interest prior to the creation of any new temporary hourly positions.

Regular employees working under this provision shall continue to receive health and welfare benefits.

7.14 The District agrees to pay the annual or monthly salaries of persons employed by the District less than 12 months in 12 equal monthly payments pursuant to Education Code section 88164 beginning July 31, 2019. Employees will be able to elect this option once per year, on or before May 1st on a form provided by the District. Once elected, this option is irrevocable for the remainder of the fiscal year. The Payroll office will provide a reminder of the May 1st deadline to all eligible employees.

ARTICLE 8 COMPENSATION

8.1 Effective July 1, 2021 for the 2021-22 year the Classified Salary Schedule (Appendix A) was modified pursuant to the District and CCEU's agreement and in conjunction with the implementation of the Reward Strategy Group (RSG) Classification and Compensation Study, as following:

8.1.1 All odd number ranges in the previous salary schedule were eliminated;
Old step 1 was eliminated so that old step 2 became step 1 and a new step 7 was added;
All ranges and steps were squared up so that there is a 5% difference between each range and step;
The lowest ranges 24 and 26 were eliminated and now the lowest range is range 28; and
Upon implementation of the RSG Classification and Compensation Study and the formation of the new salary schedule, an ongoing salary increase for all ranges of Cost of Living Adjustment (COLA) 5.07% was added.

8.2 **Shift Differential:** The swing differential payment shall be five percent (5%) and the graveyard shift differential payment shall be eight percent (8%) for eligible employees.

Shifts are defined as follows: When three (3) hours or more of the assigned time of work falls within the designated hours of:

8.2.1 Swing Shift 4:00 p.m. - 12:00 midnight

8.2.2 Graveyard Shift 12:00 midnight - 8:00 a.m. (includes one-half (1/2) hour lunch period)

8.2.3 An assigned split-shift of work is considered a swing shift for purposes of this section only.

The differential percentage shall be applied to the salary that would otherwise be paid to the employee only when the employee's assignment falls within the defined differential periods listed above, and shall be applicable to authorized vacation and sick leave absences from such assignments.

8.3 Established parking fees or alternate bus pass fees for bargaining unit members will be covered by the College as a compensation item for the term of this contract.

8.4 The District agrees to pay the cost of any examination, or yearly or periodic license fee in an employee's job description, excluding a standard California driver's license.

8.5 **Bilingual/Biliterate Pay:**

8.5.1 **Bilingual Pay:** An additional sixty-cents (60¢) per hour over the regular hourly rate shall be paid for positions designated as desiring or requiring bilingual skills if the person occupying the position is certified by the Human Resources Department to have such skills.

8.5.2 **Biliterate Pay:** An additional one dollar (\$1.00) over the regular hourly rate shall be paid for positions designated as desiring or requiring bilingual and biliterate skills if the person occupying the position is certified by the Human Resources Department to have such skills.

8.6 **Annual Step-Increase Date on the Classified Salary Schedule:** CCEU and the District agree that, beginning July 1, 2022, each classified employee who has not yet reached the top step of their current salary range shall receive a step increase annually on July 1 of each year. To effectuate the transition for the 2021-22 Fiscal Year the following process will be used:

8.6.1 Each employee who was scheduled (under the prior methodology) to receive a step increase between July 1, 2021 through March 31, 2022 shall do so on their current step increase date.

8.6.2 Each employee who was scheduled (under the prior methodology) to receive a step increase between April 1, 2022 through December 31, 2022 shall now receive their step increase on July 1, 2022.

8.6.3 Thereafter, all current and new employees shall receive a step increase on July 1 of each subsequent year, regardless of their existing step increase dates, and this provision shall apply regardless of percent of assignment/number of months/FTE for each employee.

8.7 **Professional Growth Program:** Employees shall be eligible to receive Professional Growth awards pursuant to the Professional Growth Program (Appendix C to this Agreement).

8.8 **Longevity:** Effective July 1, 2013, the District agrees to compensate long service employees with longevity increments that do not exceed 15% of base salary as follows:

8.8.1 Five percent (5%) of their base salary after ten (10) years (120 working months) of service. Definition of base salary: appropriate range and step of salary schedule placement.

8.8.2 An additional five percent (5%) of their base salary after fifteen (15) years (180 working months) of service.

- 8.8.3 An additional five percent (5%) of their base salary payable after twenty (20) years (240 working months) of service.
- 8.8.4 The following provisions shall apply effective July 1, 2013:
- 8.8.4.1 Employees already receiving a longevity increment of 15% or more will maintain their current longevity increment and adjusted base salary.
 - 8.8.4.2 Employees already receiving longevity increments between 5% and up to 15% shall retain their current adjusted base salary. Upon qualifying for future increments, however, such employees shall receive an additional 5% of their unadjusted base salary after 15 years (180 working months) and after 20 years (240 working months).
 - 8.8.4.3 Employees not currently receiving a longevity increment and employees hired on or after July 1, 2013, shall be subject to sections 8.8.1 through 8.8.3 above (i.e., all increments are calculated on base salary).

Except for employees described in section 8.8.4.1 above, all longevity increments shall be capped at 15% of base salary.

- 8.9 **Anniversary Date:** The anniversary date of a new employee who has participated in the recruitment/ selection process for a regular contract position shall be the first day of the month of employment, except that when the first day of employment is on the 12th day of the month or later, the anniversary day shall be the first day of the month following the date of hire.

- 8.9.1 **Leave Replacement:** The anniversary date of an employee who participated in the recruitment/ selection process both for the leave assignment and for the same position if the regular employee does not return from leave, shall be the first day of the month of original date of hire as a leave replacement, in accordance with Section 8.9 above, if there has been no break in service. Such employee shall serve a six (6) month probationary period starting on the anniversary date that the employee was hired as a leave replacement. This section specifically excludes:

- 8.9.1.1 Hourly employees hired in a short-term status, not a regular contract position at the time of hire.
- 8.9.1.2 Hourly employees hired in a short-term status who did not participate in the regular recruitment/ selection process.

8.9.1.3 Hourly employees hired in short-term status in a half-time position through the above process if the same position becomes full-time at the time of recruitment.

8.10 **Promotion, Reclassification or Demotion:** When an employee changes status due to promotion, reclassification or demotion, the regular employee shall retain their original anniversary date.

8.11 **Status Upon Rehire:** A permanent classified employee who voluntarily resigns from their permanent classified position may be rehired, upon recommendation by the President and at the sole discretion of the governing board, within 39 months after their last day of paid service and without further competitive examination, to a position in their former classification or lower classification in which the employee formerly had permanent status. The President/Governing Board may elect to exercise the above to apply to classifications that have evolved from eliminated classifications. If the Governing Board elects to rehire a person as a permanent employee under this section, it shall disregard the break in service and, except for restoration of hours in class previously accrued, classify the employee as, and restore to them all of the rights, benefits and burdens of a permanent employee in the class to which they are rehired.

8.12 **Working Out of Classification:** The term “work out of classification” is defined as a management authorized assignment to a higher level position on a temporary basis where a significant number of duties are performed by an employee in a lower level classification. All such assignments must be made and authorized in writing by management. Classified employees shall not be required to perform duties, which are inconsistent with the job description as set forth in Section 10.1 through 10.4 of this contract. An employee assigned by management to work in a higher classification shall receive the rate of pay of the higher classification for all time worked in that classification.

Work out of classification will be assigned to employees qualified to perform the work in the higher classification. The assignment of out-of-classification work is at the discretion of the District. In making such assignments the following factors shall be considered: employee consent, seniority (District hire date), prior job performance and qualifications.

Assignments out-of-classification shall not exceed ninety (90) working days. At the end of the ninety (90) day period, if the need still exists, the assignment shall be offered to another qualified employee, if any. If the same employee continues to serve in the same out of class assignment beyond ninety (90) working days, the District shall provide a statement of reasons to the Union as to why another employee was not offered the job.

8.12.1 Compensation for an employee required to work out of classification will be at the first step of the higher range or at a step within that range which will provide at least a five percent (5%) increase over their regular salary if the first step does not represent at least a five percent (5%) increase.

- 8.12.2 All work out of classification assignments are temporary and shall not be made to fill regular position vacancies except during that period required to accomplish recruitment and selection processes. Working out of classification will generally be for the purpose of vacation/leave replacement and during the recruitment and selection process for vacant positions. However, this does not preclude the District from allowing out of class work when an employee assumes a portion of higher level duties for up to 90 days even in the absence of an unfilled, open position, and in such case the employee shall be paid 5% of base salary pay differential.
- 8.12.3 When an employee is directed to perform a significant number of duties of a higher level classification for a minimum of five cumulative working days, the employee shall be paid in accordance with Article 8.1 for all work performed at the higher level until the higher level duties are removed. All such assignments must be made and authorized in writing by management.
- 8.12.4 Nothing in this section shall prohibit any in-service training or professional development programs, properly identified as such, from establishing training stations or positions that are specifically designed to assist the upward movement of employees, providing that no employee shall be required to participate in such a program without their express consent. In as much as the inclusion of the preceding sections of this Article that refer to personnel policy and procedures are duplicated or revised from the existing Classified Employees Handbook, the parties agree that, upon adoption of this Agreement, the Classified Employees Handbook shall be deemed null and void.

8.13 **Employer Paid Employee Contribution to PERS:** Unit members hired on or after January 1, 2013, shall pay the full cost of the employee's PERS contribution.

8.14 **Staff Development:** A committee of unit members will continue to work with the Human Resources Department to administer standards and procedures for a staff development program. In order to participate in this program, an employee must request and receive appropriate authorization from the employee's immediate supervisor and the staff development committee. The activity must be applicable to the employee's duties or to the District's needs as determined by the immediate supervisor. Approval for this program will not be made for activities for which the employee will receive Professional Growth credit.

8.14.1 This program will be funded up to \$7,000 each fiscal year.

8.14.2 Supervisors will require employees to request funds provided by Section 8.14.1 above.

- 8.15 **Reimbursement:** The District agrees to permit CCEU to use staff development funds set forth in 8.14 to reimburse up to 100 unit members for all fees for Cabrillo College courses taken and completed with a passing grade so long as the course is related to job duties, skill building for job advancement or career development, health & wellness, or Spanish or other language acquisition. Reimbursement shall be limited to one class per person per year. Total reimbursements for this program shall be limited to a maximum amount of \$7,000 per year (i.e., the amount in 8.14.1) or the balance of any carryover funds from 8.14.1. Participating members shall be responsible for textbooks and materials fees. Classes taken under this provision do not count toward professional growth credit. CCEU will administer this reimbursement program in accordance with this Section 8.15.

ARTICLE 9 TRANSFERS, PROMOTIONS AND REASSIGNMENTS

9.1 **Voluntary Transfers (Lateral and Lower Classifications)**

- 9.1.1 **Definition:** A transfer is a non-disciplinary change in a permanent employee's work assignment to another work station within the same classification or to a position in another classification. Transfers are not to be utilized to effect promotions.
- 9.1.2 **Requests:** Transfers may be initiated by the employee, the immediate supervisor, the department head, or the administrator in charge of the unit. This section (9.1 and subsections) addresses only employee-initiated transfers.
- 9.1.3 **Salary:** Transfers will be allowed only when the new work assignment will call for a salary range placement equal or lower than the current salary placement of the employee.
- 9.1.3.1 A voluntary transfer to a lower classification may result in a salary reduction and no “Y-rating” adjustments shall be allowed. The employee shall be placed on a salary step in the lower range which corresponds in credit for years of service to that which was provided in the higher range. However, in no case shall the new pay level exceed the maximum salary for the lower classification.
- 9.1.4 **Eligibility:** No employee shall be considered for transfer to a new position, unless the employee meets the minimum requirements of the proposed new assignment, and has successfully completed probation in the current assignment.
- 9.1.5 **Process:** An employee desiring a transfer shall use the District’s online application process for the specific position of interest. The request and the circumstances surrounding it shall be confidential at this stage of procedure. District seniority (date of hire) shall prevail, but shall not be a consideration in requests for transfer except when multiple requests are made for a single position.
- 9.1.6 The Human Resources Department will arrange an interview of that employee to be conducted by the immediate supervisor of the position, the administrator responsible for the unit, and the personnel officer or designee.
- 9.1.7 If, following the interview, the transfer is agreeable to all parties, the change in assignment shall be made as soon as it is practically possible.
- 9.1.8 In the event that the employee desires to be transferred and has completed the above process, but the decision is not to effect transfer, the employee shall be given the reason(s) for the denial in writing. Transfers and transfer denials shall be made for valid reasons.
- 9.1.9 An employee who transfers voluntarily to another position under the above process will serve a voluntary transfer trial period (section 6.2.3) and be evaluated in the same manner as a new

employee. In the event an employee is deemed unsuccessful in the new position, they shall be entitled to reinstatement in the former held position, if available, or in the alternative any opening in that class or a lower class for which the employee qualifies and chooses to accept.

9.2 **Promotions**

- 9.2.1 **Internal Promotional Opportunity**: The District will provide internal promotional opportunities to fill vacancies in accordance with relevant Administrative Regulations which implement hiring policies. Persons on reemployment or transfer lists shall be considered first. Persons who have resigned but meet the conditions set forth in section 8.11 may be considered next. If no candidates are available or hired from those lists, an internal promotion process will commence if proportionate representation exists. Proportionate representation exists when the percentage of persons from the minority groups in the applicable work force is at least equal to the percentage of members of that group who are determined to be available and qualified to perform the work in question.

Notification of vacancies will be posted in the Human Resources Department and posted at each department and division office for at least ten (10) working days prior to any action being taken to consider any application for the position. The notice of position openings will include the job title and position; description of duties; minimum qualification; the assigned job site; hours, weeks and months per year; salary range and deadline to apply.

The District will ensure that the search and selection procedure contained in AR 5500 is implemented in a timely manner.

- 9.2.2 **Promotion by Reassignment**: Permanent employees, upon reassignment to a position of higher classification (promotion), will serve a probationary period of six (6) working months. In the event an employee is deemed unsuccessful in the new position, they shall be entitled to reinstatement in the former held position, if available; or in the alternative any opening in that class or a lower class for which the employee qualifies and chooses to accept.

- 9.2.2.1 When an employee is assigned to a position of higher classification (promotion), they shall receive at least a five percent (5%) salary increase, as long as the salary schedule provides a 5% opportunity, and the original anniversary date shall be retained.

9.3 **Administrative (Involuntary) Transfers & Demotions**

9.3.1 **Definitions**:

- 9.3.1.1 **Administrative (Involuntary) Transfer**: An Administrative (Involuntary) transfer is one which is initiated by the employee's immediate supervisor, the department head, or the administrator in charge of the unit, and does not result in a pay reduction.

- 9.3.1.2 **Demotion by Reassignment**: A demotion is an administrative (involuntary) transfer of an employee, not pursuant to the disciplinary process contained in AP 7365, to a class having a lower salary range.
- 9.3.1.3 **Demotion by Position/Class Adjustment**: Downward adjustments of any position or class of positions to a lower salary range by the District shall be considered demotions and shall take place only as a result of the conditions set forth in section 9.3.3 of this Article or Article 10, Classification and Reclassification of Positions, Section 1. Such actions shall be considered non-disciplinary.

9.3.2 **Administrative (Involuntary) Transfer**

- 9.3.2.1 In the event of an administrative initiation of the transfer request, the employee and the Union shall be informed that the request will be made and the circumstances surrounding it. The employee and the Union shall be afforded an opportunity to meet with the District regarding the proposed transfer, to discuss compliance with process and/or to attempt to reach agreement on the transfer. At this stage of the process, the administrative request may be general in nature or directed toward a specific position.
- 9.3.2.2 **Grievance—Transfer Process**: Any transfers ordered by the administration on which agreement has not been reached by the parties involved shall be subject to the grievance procedure for compliance with process, but such transfer shall remain in effect during the pendency of the grievance.

9.3.3 **Demotion by Reassignment**

- 9.3.3.1 The demotion of an employee in the classified service shall be limited to the following two (2) conditions: (1) when necessary to assist the employee to make appropriate adjustments in the responsibility level or performance of their duties; (2) when necessary due to reorganizational priorities brought about by lack of work, lack of funds, or program changes. Demotion by reassignment is subject to the grievance procedure and may be implemented only after meet and confer with the Union. Upon demotion by reassignment, the employee's salary shall be according to section 9.3.3.3.
- 9.3.3.2 The demoted employee shall enjoy preferential consideration for openings in their former classification for a period of thirty-nine (39) months.
- 9.3.3.3 **Salary Upon Demotion**: Upon reassignment to a regular position at a lower salary range, by administrative (involuntary) demotion, the employee shall continue to receive the salary of their former classification. In addition, such a demotion shall result in a "Y- Rating" adjustment. This is to be distinguished from a demotion effected pursuant to a disciplinary process under AP 7365, in which case "Y-Rating" shall not occur.

- 9.3.3.4 **“Y-Rating” adjustments are defined as follows:** When an employee is reassigned to a lower classification having a maximum rate which is less than the dollar amount of the previous classification, the employee's salary shall remain at the previous level until such time as future salary increases bring the salary range up to a point where the Y-Rate falls within the range.

9.4 **Filing for Transfers, Promotions and Job Opportunities While Absent from Service:**

Any employee within the bargaining unit who is contemplating a long-term leave or vacation may, prior to such absence, file with the Human Resources Department a request to be considered for transfers, promotions or job opportunities that may open during that period of time.

In the event that such a request is filed, and the employee has provided an accurate means by which to receive communications, the Human Resources Department will make every reasonable effort to notify the employee and expedite their application. Any employee wishing to exercise the provisions of this section shall do so within the normal time limits afforded to all other employees.

ARTICLE 10

CLASSIFICATION AND RECLASSIFICATION OF POSITIONS

The creation of new and/or amended job descriptions, or the abolishment of existing classifications, may occur either at the initiative of the District, or through the classification study/ salary review process. The District may, but is not required to, utilize the Classification Study Committee to review new and/or changes to job descriptions, or abolishment of classifications sought at District initiative.

The District will meet and confer with CCEU prior to adoption of reclassifications, new and/or amended job descriptions, or abolishment of classifications. Job announcements and job descriptions shall be consistent with each other. Meet and confer means CCEU will be given a meaningful opportunity to meet with the District and state its position, suggestions, and reasoning regarding actions to be taken under this article. Following such opportunity, the District shall be authorized to take action.

Reorganization & Additional Studies: Nothing in this section shall preclude the District from initiating additional classification studies in the event of a reorganization.

- 10.1 **Classification:** Every position in the bargaining unit occupied by a bargaining unit member shall be classified and all such bargaining unit members shall be a part of the classified service.
 - 10.1.1 All positions within the classified service shall be arranged in groups with designated salary ranges.
 - 10.1.2 Positions are identified by designated titles, qualifications, responsibilities, working conditions, duties and requirements.
- 10.2 Job descriptions for each bargaining unit position shall be prepared by the District Human Resources Department and approved by the Board of Trustees or designee in accordance with Education Code section 88009. A copy of the applicable job description shall be given to each bargaining unit member at the time of hire. Any amended job description adopted by the District shall be provided to any affected bargaining unit member(s) within ten (10) working days after adoption. A District manual of current job descriptions shall be available to bargaining unit members, the Union, and the public at the District Human Resources Department.
- 10.3 Job assignments to specific positions shall be consistent with the job description and at the discretion of the District. Permanent bargaining unit member status relates to classification but not to specific job assignments.
- 10.4 **Classification Study/Salary Review:** Classification studies/salary reviews shall be made upon the request of the bargaining unit member in conjunction with policy and terms of this agreement. Up to fifteen (15) classification studies/salary reviews requested by bargaining unit members, will be accepted annually on a first come, first served basis.

All requests must be filed with the Human Resources Department no later than November 1. A general notification to bargaining unit members of classification study/salary review deadlines and the procedures for application according to this Section and its subsections shall be made by October 1. No position shall be studied more often than every other year. Nothing in this section shall preclude the District from initiating reclassifications.

- 10.4.1 **Classification Study/Salary Review Committee:** The Classification Study/Salary Review Committee is comprised of an equal number of Union representatives and District representatives.
- 10.4.2 Bargaining unit members shall be provided paid release time by the District in order to participate on the committee. Members shall be required to give advance written notification, including the amount of release time needed, to their immediate supervisor.
- 10.4.3 **Process:** After coordinating the actual study process with the Classification Study/Salary Review Committee, the Human Resources Department shall perform a formal class study, including job site audits for each classification for which a study was requested. The Human Resources Department and the Classification Study/Salary Review Committee shall apply the methodology developed for the 1991 classification study. The Classification Study/Salary Review Committee shall review the findings of the Human Resources Department. The study shall include a comparison of specific duties, responsibilities, and salary range with related internal classifications, and with similar positions at other agencies. The Classification Study/Salary Review Committee, CCEU and the District will review the list of agencies used for comparison, and revise as necessary.
- 10.4.4 When the classification study/salary review committee (CS/SRC) recommends a new classification, the classification will be forwarded to CCEU and Human Resources to meet and confer regarding the appropriate salary if the CS/SRC cannot come to consensus on the appropriate salary. The CS/SRC will forward a preliminary salary recommendation.
- 10.4.5 **Initial Findings & Recommendations:** Clarifications and Committee Review: During April or a mutually agreed upon date by CCEU and the District, Classification Study/Salary Review Committee findings and recommendations shall be distributed to the affected bargaining unit member, their manager and/or administrator and CCEU. Within ten (10) working days of bargaining unit member receipt of findings and recommendations, affected bargaining unit members and/or their unit manager/administrator may request to appear before the committee to provide additional information or clarification of circumstances. Persons submitting such requests shall be scheduled to appear before the committee. The first committee meeting shall be held no later than May 15 or a mutually agreed upon date by CCEU and the District.

- 10.4.6 **Post-Review Recommendations**: Upon completion of the committee review, committee recommendations shall be forwarded to the affected bargaining unit members, their manager/administrator, CCEU, and the Superintendent/President.
- 10.4.7 **Appeal From Recommendations**: Bargaining unit members may appeal the committee findings and recommendations to the Superintendent/ President. Such appeals may be made orally, in person, but shall also be in writing, and be based on new or clarifying information. The Superintendent/ President shall make the final decision.
- 10.4.8 **Implementation of Reclassification**: Following the Superintendent/ President's decision, all resulting reclassifications shall be effective July 1 following the classification study.

ARTICLE 11 HEALTH AND WELFARE BENEFITS

- 11.1 **Employee Insurance Coverage Stipend:** The District agrees to arrange with insurance companies to provide for protection against various types of exposure. All bargaining unit members who work between a 90% and 100% assignment (40 hours per week) are required to participate in the plans. All bargaining unit members working less than a 90% assignment may elect to opt out of the medical and/or dental plans; however, they are required to participate in the life insurance and disability insurance plans which will be covered by the District's benefit stipend. Individuals who qualify for a pro-rata share of the stipend may secure more insurance than their stipend covers by authorizing a salary deduction to cover the added premium cost.
- 11.1.1 The District will provide its contribution to the insurance stipend ("Stipend"), as specified in Article 11.2. Beginning with the 2012-13 academic year, the Stipend provided in Section 11.2.1 shall be increased during the life of this contract, if necessary, by one half (50%) of the annual increase in premium costs for employee only enrolled in the \$25-500 HMO medical plan (Section 11.5.1), dental insurance (Section 11.5.2), life insurance (Section 11.5.3) and disability insurance (Section 11.5.4). Therefore, beginning with the 2012-13 academic year, the amount of the 2011-12 Stipend shall be increased by one half (50%) of the increased premium costs for the 2012-13 academic year.
- 11.1.2 The District and CCEU acknowledge and agree that increases to the Stipend set forth in this Article are part of total compensation paid to unit members that would normally be funded by increases in the type of ongoing unrestricted revenue from the state that is appropriate to support ongoing expenditures, such as a cost of living adjustment (COLA). Therefore, when such increased funding is received, or conversely if District revenues are flat or declining, it is appropriate for either party to propose, as part of total compensation negotiations, changes in District and/or employee contributions toward the cost of health and welfare benefits.
- 11.1.3 The intent of the District and CCEU is to establish a methodology, beginning with the 2012-13 academic year, by which unit members and the District share responsibility for increases to the Stipend.
- 11.2 The District shall provide the Stipend for contract bargaining unit members based on their regular annual percentage of assignment.
- 11.2.1 **Benefit Stipend for Employee Only:** The District shall provide bargaining members with the Stipend for medical and/or dental, life insurance and disability insurance, up to \$12,714.67 per year, calculated based on their percentage of assignment and paid on a monthly basis.

2021-22:

100%, 12 month assignment = \$12,714.67

100%, 10 month assignment = \$12,714.67

75%, 12 month assignment = \$9,563.00

75%, 10 month assignment = \$9,563.00

- 11.2.2 **Medical Coverage for Employee Plus One Dependent:** The District shall provide bargaining unit members with employee plus one dependent medical coverage, Stipend for medical, dental, life insurance and disability insurance, up to \$24,391.55 per year, calculated on their percentage of assignment and paid on a monthly basis. The stipend shall be calculated in the same manner as 11.2.1.

The Employee Plus One Dependent Stipend for the 2021-22 school year is up to \$24,391.55 per year, calculated based on their percentage of assignment and paid on a monthly basis.

- 11.2.3 **Medical Coverage for Employee Plus Two or More Dependents:** The District shall provide bargaining unit members with employee plus two dependents medical coverage, a benefit stipend for medical, dental, life insurance and disability insurance, up to \$34,204.20 per year, calculated on their percentage of assignment and paid on a monthly basis. The stipend shall be calculated in the same manner as 11.2.1.

The Employee Plus Two or More Dependent Stipend for the 2021-22 school year is up to \$34,204.20 per year, calculated based on their percentage of assignment and paid on a monthly basis.

- 11.3 **Implementation of Increases in Stipend:** The following reflects the common understanding of the District and CCEU regarding implementation of changes to increases in the Stipend beginning with the 2012-13 academic year.

The 2012-13 Stipend shall be the “base” for calculating such Stipend for 2013-14, and the 2013-14 Stipend shall be the base for 2014-15, etc. This methodology shall be the continuing status quo until there are negotiated changes.

- 11.3.1 **Unit Members With Full Time Regular Assignment** - the 2021-22 Stipend is calculated as follows:

<u>2020-21 Stipend</u>	<u>2021-22 Stipend</u>
Employee: \$12,413.78 + 300.89 (601.78/2)	\$12,714.67
Employee + 1: \$23,813.13 + 578.41 (1,156.83/2)	\$24,391.55
Employee + 2: \$33,398.04 + 806.16 (1,612.32/2)	\$34,204.20

- 11.3.2 **Unit Members Who Work a Part-time Assignment** - the 2021-22 Stipend is calculated as follows:

<u>2021-22 Stipend</u>	<u>2021-22 Stipend</u>
75% Employee: \$12,714.67 x 75%	\$9,536.00

The same method of calculation would apply to employee +1 and employee + 2 coverage for members who work a part-time assignment.

- 11.3.3 Unit members shall contribute toward the annual cost of benefits the amount in excess of the Stipend through automatic payroll deductions on a pre-tax basis under an IRS 125 plan to the extent allowed by law (see section 11.6).

- 11.3.4 The District and CCEU may agree annually to designate the month in which such payroll deductions begin (normally in September for the new Plan year in October); however, in any event, the annualized (full year) increased premium costs shall be assumed by the District and unit members as set forth in this Article.

- 11.4 **Eligibility for Part-Time Employees:** Employees who are regularly assigned to work 1,040 hours per year, or more, may elect to receive health benefits with a contribution from the District in accordance with Article 11.2. Employees whose regular assignment is less than 1,040 hours per year shall not be eligible to participate in the District health insurance stipend. Employees who work less than 1,040 hours per year and who are receiving the District's health insurance stipend immediately prior to ratification of this Agreement may continue to do so on the same basis.

11.5 **Insurance Programs**

- 11.5.1 **Medical insurance:** Hospital, surgical, and prescription drug coverage is available for bargaining unit members. Unit members shall select from the following plans which are effective October 1, 2014:

- a) Plan 80-E: Blue Shield PPO with Navitus Health Solutions RX plan.
- b) Plan 80-J: Blue Shield PPO with Navitus Health Solutions RX plan.
- c) Plan HDHP-B: Blue Shield PPO (high deductible)
- d) Plan 10-0: Blue Shield HMO Navitus Health Solutions RX plan
- e) Plan 25-500: Blue Shield HMO Navitus Health Solutions RX plan (the benefits stipend is tied to this plan.)
- f) Plan 30-20%: Blue Shield HMO Navitus Health Solutions RX plan
- g) Kaiser Traditional HMO \$20 Office Visit plan, \$10-20 Kaiser RX plan

- 11.5.2 **Dental coverage:** Participation in the Delta Dental Plan, with \$2,000.00 per year maximum benefit, is mandatory for employees working a 100%, 12 month assignment and optional for their dependents.

- 11.5.3 **Life insurance coverage:** Participation in the approved plan is mandatory for employees only.

- 11.5.4 **Disability Insurance:** Mandatory for employee only. Hartford Life will provide District paid disability insurance benefits to employees who are regularly assigned to work 780 hours per year or more in the same manner as employees who are regularly assigned to work 1,040 hours per year.
- 11.6 **IRS 125 for contributions in excess of the Stipend, dependent care and health care:**
The District offers unit members a three-level IRS 125 plan, which includes a flexible spending account. Unit members shall be required to utilize the appropriate provisions of the plan to make insurance Stipend contributions on a pre-tax basis to the extent allowed by law. The administrator for the plan will be mutually agreed upon by the District and CCEU. Any subsequent changes of administrator will be mutually agreed upon by the District and CCEU.
- 11.6.1 **Unit members hired on or before October 1, 1996:** If a bargaining unit member has stipend monies left after covering required insurance premiums, that money will be included in their gross monthly salary in accordance with section 125 of the Internal Revenue Service code. That money may then be placed in a Tax Sheltered Annuity plan (TSA) with an approved TSA plan provider. It shall be the responsibility of the employee to select the company and to make necessary contracts and arrangements. Payments will only begin on a monthly basis after submission of necessary documentation to Envoy Plan Services. TSA allocations are not retroactive.
- 11.6.2 **Unit members hired after October 1, 1996:** These unit members shall utilize whatever portion of the stipend is necessary to purchase required coverage in insurance programs provided in section 11.5 and, at the option of the unit member, to purchase optional dependent coverage in those insurance programs. The unit members shall not be entitled to receive as compensation any unused portion of the stipend.
- 11.7 **Medical/hospital/surgical/prescription drug coverage – Retiree**
- 11.7.1 Medical/hospital/surgical/prescription drug coverage for classified retiree and principal domestic partner will be provided for the retiree until they reach age 65 or until retiree is covered by Medicare, whichever comes first. Participation is required in Medicare when eligibility exists. The District will also provide access to a Medicare supplement plan for retirees to purchase at age 65 or older as available from the District's carrier.
- 11.7.2 **For Unit Members Who Retire Before Expiration of this Agreement on June 30, 2013:** Coverage shall consist of the same range of choices provided to current bargaining unit members. The District shall provide the cost of the medical plan the employee was enrolled in at the time of retirement. If the retiree elects to enroll in a more expensive plan, the retiree will pay any additional costs. A comparable health care plan will be provided to retirees living out of state. In addition, retirees may purchase, at their own expense, dental coverage under the group insurance policy.

- 11.7.3 For Unit Members Who Retire After Expiration of this Agreement on June 30, 2013: Coverage shall consist of the same range of choices provided to current bargaining unit members. The District shall provide the cost of the \$25-500 HMO medical plan at the rate in effect at the time of the member's retirement regardless of the plan the employee was enrolled in at the time of retirement. If the retiree elects to remain or enroll in a more expensive plan, the retiree will pay any additional costs. A comparable health care plan to the \$25-500 HMO medical plan provided to current bargaining unit members will be provided to retirees living out of state. In addition, retirees may purchase, at their own expense, dental coverage under the group insurance policy.
- 11.7.4 To qualify for retiree benefits the employee shall have been a regular full time employee of the College for a period of at least ten (10) years immediately prior to the date of retirement, and have reached the age of fifty (50) years. Retirement is defined as that regular program provided covered employees by the Public Employees Retirement System (PERS) of the State of California.
- 11.7.5 Should the changes in these retirement benefits be challenged in an appropriate forum, and if CCEU is named as a party in such action, the District hereby agrees to defend, hold harmless and indemnify the Union for any adverse final judgment and costs incurred by the Union. The District shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- 11.8 A joint ad hoc committee representing bargaining unit members and administration shall continue to meet to study Health and Welfare Benefits Cost containment and to recommend ways to insure that the needs of both employees and the District are well served.
- 11.9 **Public Employment Retirement System:** The District contracts for the PERS "Pick-Up" Program as provided in the Internal Revenue Code (IRC) Section 414 (h) (2).
- 11.10 **Automobile Mileage Reimbursement:** The District agrees to reimburse employees for authorized use of their private automobiles at the current per-mile rate set by the IRS.
- 11.11 **Eligible classified retirees are entitled to the following privileges:**
- 11.11.1 Free staff parking
 - 11.11.2 Admission to designated college-sponsored athletic events, concerts or plays at the same admission fee charged to current employees
 - 11.11.3 Upon request, email account privileges, and a library card.

To be eligible for the foregoing privileges, a classified employee must meet the requirements of section 11.7.4.

ARTICLE 12 HOLIDAYS

- 12.1 **Additional Paid Holidays:** Bargaining unit members are entitled to Board designated holidays authorized by Education Code 79020. If the Governor of California or the President of the United States appoints any other day a public fast, thanksgiving, or holiday and it is not a special or limited holiday, then unit members whose work year includes the holiday in question and who were in paid status on the working day immediately before or after the holiday are eligible.
- 12.2 **Holiday Pay for Nonexempt Employees Whose Work Week Includes Saturday and/or Sunday:** Whenever Friday or Monday is observed by the District as a holiday because the actual holiday falls on Saturday or Sunday, an employee whose normal work week includes working on Saturday or Sunday may elect to receive either the holiday or an in-lieu-of day as their observance day. When an employee is requested to work both a holiday and an in-lieu-of day, they will be paid the overtime rate for only one (1) day.
- 12.3 An employee who is paid overtime for working on a holiday or board granted day off, will not receive an additional day off.
- 12.4 If a nonexempt employee is required by their supervisor to work on a holiday or Board-granted day off, they will receive time and one half, in addition to their regular pay.
- 12.5 **4/10 Workweek Employees:** During any calendar week in which there are one or more holidays, the work schedule for employees regularly assigned to a 10-hour-per-day, four-consecutive-day work week shall revert to an 8-hour-per-day, five-consecutive-day workweek. Such employees shall receive paid holidays on the same basis as other employees given the equivalent in compensatory time off.
- 12.6 **Holiday Pay Not Deducted From Other Paid Leave:** Should a holiday or Board-granted day off occur while an employee is absent from work because of sick leave, vacation or other paid leave of absence, the holiday shall not be deducted from their other paid leave of absence.
- 12.7 **Scheduled Holidays:** The District agrees to provide bargaining unit members certain designated holidays. These days will be with pay, providing the holiday falls within the employee's regular work year and the employee is in paid status on the working day immediately before or after the holiday. Designated holidays are as follows:

STATE MANDATED HOLIDAYS BOARD DECLARED HOLIDAYS	2019/2020	2020/2021	2021/2022
Independence Day	7/4	7/3	7/5
Labor Day	9/2	9/7	9/6
Veteran's Day	11/11	11/11	11/12
Thanksgiving Day	11/28	11/26	11/25
Board Holiday	11/29	11/27	11/26
Admissions Day (in lieu holiday Ed 88205.5)	12/24	12/24	12/23
Christmas Day	12/25	12/25	12/24
Board Holiday	12/26	12/28	12/27
Board Holiday	12/27	12/29	12/28
Board Holiday	12/30	12/30	12/29
Board Holiday	12/31	12/31	12/30
New Year's Day	1/1	1/1	12/31
Martin Luther King Jr.'s Birthday	1/20	1/18	1/17
Lincoln's Birthday	2/14	2/12	2/18
Washington's Birthday	2/17	2/15	2/21
Memorial Day	5/25	5/31	5/30
Juneteenth	N/A	6/18	6/20
SUMMARY			
Mandated Holidays	11	12	12
Board Holidays	5	5	5
TOTAL	16	17	17

ARTICLE 13

VACATION PLAN

- 13.1 **Paid Vacation:** Paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned unless otherwise arranged on a mutually agreeable basis between the unit member and their department head. Under certain circumstances, paid vacation may be granted during the fiscal year in which it is earned with the approval of the department head, however, no vacation should be granted during the first six months of employment.
- 13.2 **Accumulation:** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:
- 13.2.1 **Vacation: Nonexempt Staff:** Twelve days a year (1 day a month) for years 1, 2, 3, and 4; 15 days a year beginning at year 5; 16 days at year 6; 17 days at year 7; 18 days at year 8; 19 days at year 9; and 20 days at year 10 and each year thereafter. Vacation shall be prorated for members working less than 12 months or less than full-time. (See Appendix E)
- 13.3 **Vacation Pay:** Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had they been in a working status.
- 13.4 **Vacation Cash Out:** An employee may request once each fiscal year (July 1 through June 30) a vacation cash out of up to eighty (80) hours, subject to all the conditions set forth in this section, provided they retain a minimum balance of eighty (80) hours of accrued vacation and one hundred (100) hours of accrued sick leave.
- 13.5 **Vacation Pay Upon Termination:** When an employee in the bargaining unit is terminated for any reason, they shall be entitled to all vacation pay earned and accumulated while on paid status up to and including the effective date of the termination.
- 13.6 **Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall not be charged a day's vacation for such holiday falling within that period.
- 13.7 **Vacation Scheduling:** Vacation shall be scheduled at times requested in writing by bargaining unit employees so far as possible within the District's work requirements as established by the appropriate manager/administrator. If there is any conflict between employees who are working on the same or similar operations as to when vacation shall be taken, the appropriate manager/administrator shall be responsible for determining the order of vacation to be taken. The order in which vacation was requested (earlier being better) and seniority (District hire date) shall be a consideration in such determinations. An employee shall be given written verification of their vacation schedule within two (2) weeks of the submitted request.

13.8 **Interruption of Vacation**: An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service, provided the employee supplies notice and supporting information satisfactory to administration regarding the basis for such interruption or termination.

13.9 **Vacation Carry-Over**: Any employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over vacation balance on June 30th to July 1st of the next fiscal year, based on the following schedule:

Years	Days	Years	Days
1-4	19	8	30
5	27	9	31
6	28	10	37
7	29	10+	37

13.10 Employees with more vacation days than provided for by this agreement credited to their records on June 30, 1977 will be allowed to maintain the number credited as their maximum number and may use the days credited as arranged vacation time in conjunction with their supervisors, thereby reducing their vacation credit maximum.

13.11 Beginning with the 2013-14 school year, and annually thereafter, unit members shall be required to cash out the amount of regularly earned, but unused vacation days in excess of the maximum allowable provided in Section 13.9. The required cash out shall be paid in the October 31 paycheck using the unit member's vacation balance as of August 31st. Payroll will email a notification to each affected employee no later than the end of September. This section applies only to unit members with one hundred (100) hours or more of accrued sick leave.

ARTICLE 14
LEAVES OF ABSENCE: PAID

- 14.1 **Sick Leave - Definition:** Sick Leave is the authorized absence of a unit member because of personal injury, illness or quarantine, or a visit to a health care provider.
- 14.2 **Earned Accumulation:** Full time employees shall earn leave at a pro-rata rate up to a maximum of eight (8) hours, for each month in paid service to a maximum of twelve (12) days per year. Unused sick leave may be accumulated without limit.
- 14.2.1 July 1 of each year, the full amount of sick leave granted under Section 14.1 shall be credited to each member of the bargaining unit. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the employee's work year. Note: An employee new to the district shall not be eligible to take more than six (6) days until after completion of six (6) months of active service with the district.
- 14.3 Pay for sick leave shall be the same pay that the unit employee would have received if they had regularly worked that day.
- 14.4 **Notification:** Unit employees will notify their supervisor or designee of their absence within one (1) hour of the beginning of their workday unless conditions make notification impossible.
- 14.5 Prior to payment, a licensed medical practitioner's written verification of the reason for absence due to illness or accident may be required of any employee who has used more than five (5) consecutive days of this sick leave or in any case if requested by the District.
- 14.5.1 When requested by the District, based on concern for the inability of an employee to perform their duties, an employee shall undergo an examination by a physician selected by the District Superintendent, in consultation with the employee and their doctor and at their request, the Union representative. The cost for such examination shall be borne by the District. The employee shall authorize the doctor to release the results of the examination to the District for placement in the employee's confidential personnel file.
- 14.6 **Extended Illness Leave:** Pursuant to the "100 day rule" under Education Code section 88196, every classified employee shall, once each school (fiscal) year, be credited with a total of 100 working days of paid sick leave, which includes days to which they are entitled under section 14.2 (accrued sick leave). Such days of paid sick leave in addition to those required by section 14.2, shall be compensated at fifty percent (50%) of the employee's regular salary. The leave provided under the 100 day rule shall be exclusive of any other paid leave, holidays, vacation or compensatory time to which the employee may be entitled.

An employee shall not be provided more than one (1) five-month extended illness leave period per illness or injury. However, if an academic year terminates prior to the exhaustion of the five-month period, the unit member may take the balance of the five-month period in the subsequent school year for the same illness or injury.

14.6.1 Extended illness leave is counted concurrently with earned/accumulated sick leave provided under section 14.2. Beginning with the first day of leave, earned/accumulated sick leave shall be utilized first, and extended illness leave utilized next for the balance of the 100 day extended illness period.

14.6.2 If earned/accumulated sick leave is less than the 100 days of extended illness leave as defined above, the bargaining unit member will be paid their regular salary while they are utilizing earned/accumulated sick leave, and fifty percent (50%) of such salary after earned/accumulated sick leave is exhausted for the balance of the 100 day extended illness period.

14.6.3 Extended illness leave is paid at fifty percent (50%) of the bargaining unit member's regular salary. A bargaining unit member may elect to utilize their earned/accumulated vacation and compensatory time in order to receive 100% of their regular salary during the extended illness period.

14.6.4 If earned/accumulated sick leave equals or exceeds the 100 days of extended illness leave as defined above, the bargaining unit member would not utilize extended illness leave and would be paid full salary during the leave period.

NOTE: There shall be a joint ad hoc work group the purpose of which shall be to create a document setting forth examples for implementation of the various kinds of illness and accident leaves

14.7 An employee who has accumulated sick leave credit under Education Code Section 88191 or its successor, may request in writing the transfer of a report of such unused sick leave to a new District when:

14.7.1 The previous employment was for a period of one calendar year or more; and

14.7.2 The employment was terminated for reasons other than action initiated by the employer for cause; and

14.7.3 The employee seeking credit for earned by unused sick leave accepted employment with a new District within one (1) year of the termination of the former employment.

14.8 When employment with the District is terminated, there will be no cash reimbursement for unused, accumulated sick leave. In the event that more sick leave has been used than available upon the termination of service, the final warrant shall be adjusted so as to recover all compensated but unearned days of sick leave absence.

14.9 **Personal Necessity Leave:**

- 14.9.1 Seven (7) days of earned sick leave credit in one fiscal year may be used by the employee in increments of one hour or more in cases of personal necessity as defined in the Education Code and outlined in the following subsections:
- 14.9.2 Death of member of employee's immediate family when the number of days of absence exceeds authorized bereavement leave.
- 14.9.3 Accident involving their person or property, or the person or property of a member of their immediate family.
- 14.9.4 Imminent danger to person or property of employee when the danger requires the attention of the employee during their assigned hours of service. Such danger may be occasioned by flood, fire, earthquake or be of other serious nature, and under such circumstances that the employee cannot reasonably disregard.
- 14.9.5 Illness of member of employee's immediate family when the absence is in excess of the three (3) days allowed under critical illness of family and when the illness, diagnosis, care, or treatment of an existing health condition of, or preventive care for an immediate family member required the attention of the employee during working hours. The illness must be serious in nature and of circumstances that the employee could not reasonably be expected to disregard. Immediate family for the purpose of this Section shall include spouse, biological, adoptive or foster parent, registered domestic partner, child, grandparent, grandchild, sibling or a member of the immediate household of the employee.
- 14.9.6 Appearance in court when an employee is required to appear in court as a litigant party or witness under subpoena or any order made with jurisdiction except when appearing as a paid expert witness.
- 14.9.7 Personal emergencies other than mentioned above when the employee's need for absence is based upon immediate and/or unavoidable personal circumstances, use of personal necessity absence shall be permissible, subject to prior approval of the administering supervisor.
- 14.9.8 For an employee who is a victim of domestic violence, sexual assault, or stalking, personal necessity leave may be used to take time off work for any of the following reasons:
- 14.9.8.1 To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.
- 14.9.8.2 To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 14.9.8.3 To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 14.9.8.4 To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

- 14.9.8.5 To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- 14.9.8.6 For purpose of this section, the terms “domestic violence,” “sexual assault,” and “stalking” are defined in California Labor Code section 230 and 230.1.
- 14.9.9 Observation, celebration, or honoring of diverse cultural traditions.
- 14.9.10 The personal necessity absence shall not be granted during a leave of absence, holidays, or Board granted days off.
- 14.10 In the event of a temporary, catastrophic closure of the College for less than one (1) week, employees shall not suffer a loss of pay due to these circumstances.
- 14.11 **Critical Illness of Family Member:** Three (3) days per year with pay shall be granted in the case of critical illness or accident of a member of the immediate family (Section 14.9.5). Such leave shall not accrue from year to year. The three days of critical illness or accident leave shall be counted as part of the 12 weeks provided in Family and Medical Leave Policy AP 7347.
- 14.12 **Industrial Accident and Illness Leave:** In addition to any other benefits that an employee with six (6) months paid service may be entitled to under the Workers’ Compensation laws of this state, such employees shall be entitled to the following benefits:
 - 14.12.1 An employee suffering an injury or illness arising out of and in the course and scope of their 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. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
 - 14.12.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers’ Compensation laws of this state, exceed the normal wage for the day. Regular pay will be reduced by an amount equal to the temporary disability payment check while the employee is on industrial leave.
 - 14.12.3 The 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, an employee 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, they shall be entitled to use only so much of their 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.

- 14.12.4 Any time an employee on Industrial Accident or Illness leave is able to return to work, they shall be reinstated in their position without further loss of regular pay or unused benefits.

An employee on a 39-month reemployment list may submit an interest card to the District in order to be notified of promotional opportunities. Upon reemployment, the employee shall be entitled to all rights, benefits and burdens that were previously theirs, including the original hire date.

- 14.12.5 **Continuation of Benefits:** An employee unable to work due to industrial accident or industrial illness, shall continue to receive medical coverage as described in Article 11 of this agreement, for a period not to exceed six (6) months from the first day the employee is on unpaid status with the District.

- 14.12.6 **Donations for Catastrophic Sick Leave Definition:** Any District employee/worker (hereafter, “worker” shall refer to all District employees for purposes of this section and subsections) may donate, in one (1) hour increments, accumulated and unused sick and/or vacation leave to another worker when a worker or a member of their family suffers from a catastrophic illness or injury, and that worker has exhausted all fully paid leaves, as provided in this section. The ability of workers to donate sick leave/vacation and or participate in a catastrophic sick leave program shall be subject to all requirements and provisions contained in negotiated agreements, and/or policies/AR’s applicable to the worker(s). “Catastrophic illness” as used in this section (14.12.6-14.12.6 (c) (7) is defined to mean the same thing as “serious health condition” as provided in the Family and Medical Leave Policy AP 7347.

A. **Eligibility for Using Donated Time**

1. The worker must have exhausted all accrued sick leave (section 14.2), vacation and compensation time balances.
2. The worker must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill family member, or due to a personal serious health condition. FMLA definitions as contained in Appendix G to the Agreement, shall apply to this section only. In addition, principal domestic partners shall qualify as family members for purposes of this section.

- B. Workers donating sick leave must retain a minimum of eighty (80) hours of accrued sick leave. Workers donating vacation must retain at least a twenty (20) day vacation time balance. Recipients may neither accept nor use more than the number of hours needed to provide fully paid sick leave for 175 days. Recipient workers must work for six (6) continuous months prior to renewed eligibility for further catastrophic illness contributions beyond 175 days.

C. **Procedure for Donation of Hours**

1. CCEU shall inform workers on a case-by-case basis when the need for donated time arises.
2. CCEU shall be responsible for collecting donated time. Workers shall authorize donations in writing, signed and dated.
3. CCEU shall compile the list of donated time in order of donations received and submit the list to the District along with supporting written authorizations. (Once the first round list is received by the District, no more donations will be added. In the event more donations are needed, the process shall repeat itself, subject to paragraph (B) above.)
4. Once the District receives the list, the workers' authorizations, and medical verification containing sufficient information to qualify the worker for catastrophic leave, the District will convert the donated hours to dollar amounts, based on the pay rate(s) of the donor workers. Thereafter, the District will deduct sick leave from donors, according to the list, and credit it to the worker on leave, according to the pay rate of the worker on leave.
5. The total hours (converted to dollars) donated by each worker shall be used before moving to the next donor on the list.
6. Donor workers on the list whose hours were not used will have their original authorization forms returned to them as a confirmation that their donated hours were not used.
7. At the completion of the Catastrophic Leave, the District will return to CCEU the original list indicating which donor-workers hours were used.

14.13 **Bereavement Leave:** Employees shall be granted five (5) days leave with full pay in the event of the death of any member of the employee's immediate family. Additional sick or vacation leave may be granted at the immediate supervisor's discretion.

14.13.1 "Member of the immediate family" as used in this section means mother, mother-in-law, father, father-in-law, spouse, principal domestic partner, son, daughter, brother, sister, or grandparent of the employee, a relative living in the immediate household of the employee, or an individual having a similar close relationship which the Superintendent/President or designee may accept as qualifying for bereavement leave.

14.14 **Military Leave:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

- 14.15 **Jury Duty; Witness Pursuant to Subpoena**: An employee within the bargaining unit required to report for jury duty, or to answer a subpoena as an unpaid witness shall be granted a leave of absence with pay from assigned duties until released by the court, subject to the following:
- 14.15.1 An employee shall keep the department informed regarding the court schedule.
 - 14.15.2 Any employee who is released from jury duty during normal work hours is required to report to work unless there are less than two (2) hours remaining in the employee's regular work shift when released by the court. The employee shall not be required to return to work in that case and shall be compensated at their regular rate of pay for those hours. When an employee returns to complete a regular shift following time served in court, such time following within the work shift shall be considered as time worked for the purposes of shift completion and overtime computation.
 - 14.15.3 Any employee assigned to a shift which begins on or after 4:00 p.m. or which ends between midnight and 8:00 a.m. shall be entitled to equal time off as leave with pay from their next regularly scheduled shift for all time spent while serving on jury duty, or answering a subpoena as an unpaid witness or based on their occupational expertise as an employee of the District at the request of the District.
 - 14.15.4 An employee scheduled for jury duty, or answering subpoena as an unpaid witness or based on occupational expertise as an employee of the District, at the request of the District, on regularly scheduled day off shall receive an alternative equal time off during the pay period or receive compensation at straight time for the time served on jury duty.
 - 14.15.5 The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. This requires the employee to sign over jury duty payments to the District. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
- 14.16 **Leave for New Parents**
- 14.16.1 Employees may use up to twelve (12) workweeks of paid sick leave as set forth in 14.2 less any leave authorized pursuant to 14.9, to care for a new child:
 - a) a biological parent may use leave pursuant to this section within the first year of their infant's birth.
 - b) a non-biological parent may use leave pursuant to this section within the first year of legally adopting a child.
 - 14.16.1.1 When an employee has exhausted all available sick leave, the unit member shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave.

14.16.1.2 A bargaining unit member may elect to utilize their earned/accumulated vacation and compensatory time in order to receive 100% of their regular salary during the parental leave period.

ARTICLE 15
LEAVES: OTHER

- 15.1 **Maternity Leave:** Employees who are working are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician. Said employee may be required to produce a licensed medical practitioner's certificate of medical condition. If an employee does not have a sufficient paid leave balance to cover the period of disability leave, leave of absence without pay shall be granted. Upon return to work the employee shall be placed in the same classification without loss of seniority and benefits.
- 15.2 **General Leaves:** A permanent employee who has used all vacation time to which they are entitled and who requests in writing to be absent from work because of personal reasons, may be granted a personal leave without pay for a period of time not to exceed one (1) week if approved by their supervisor and/or unit administrator. A personal leave without pay of more than one (1) week may be extended upon approval of the Board of Trustees up to one (1) full year of total leave time. Fringe benefits will be paid by the District through the last day of the month in which an approved unpaid leave begins. The District will resume payment for such benefits effective on the first day of the month following the employee's return to work. The employee may arrange with the Human Resources Department to keep their insurance in force during the period of the leave by prepaying the premiums on a monthly basis.
- 15.3 The District shall grant family care leaves in accordance with State and Federal laws and regulations. Family care leave for the principal domestic partner is provided according to the conditions of coverage as established by the Self Insured Schools of California (SISC).

ARTICLE 16 NEGOTIATED LAYOFF AND REEMPLOYMENT

16.1 **Definition:** A layoff shall be defined as any of the following actions for purposes of this Article: an involuntary separation from employment, or an involuntary reduction in the bargaining unit member's work day, work week, or work year.

16.2 **Reason for Layoff:** Layoff shall occur only for lack of work, or lack of funds.

16.2.1 When, as a result of the expiration of a specially funded program, bargaining unit positions must be eliminated at the end of any school year, and bargaining unit members will be subject to layoff for lack of funds, the bargaining unit members to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.

16.2.2 When, as a result of a reduction or elimination of the service being performed by any department, bargaining unit members shall be subject to layoff for lack of work, affected bargaining unit members shall be given written notice of layoff not less than 60 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

16.2.3 Nothing herein provided shall preclude a layoff for a lack of funds in the event of actual and existing financial inability to pay the salaries of bargaining unit members, nor a layoff for a lack of work resulting from causes not foreseeable or preventable by the Board, without providing the notice required by subdivisions 16.2.1 or 16.2.2 hereof.

16.2.4 The District will notify CCEU in writing of any reductions, layoffs, or elimination of services concurrently with issuance of the notice described in section 16.2.1 to bargaining unit members. Prior to such action, the District will meet with CCEU upon request to review the layoff. Reduction in hours: Bargaining unit members who take a voluntary reduction in assigned time as negotiated with the Union in lieu of layoff shall receive the same reemployment rights as bargaining unit members who are laid off.

16.2.5 A bargaining unit member separated from employment through layoff shall continue to be enrolled in, and shall continue to receive District contributions for medical benefits to the extent that the bargaining unit member was enrolled in a medical insurance plan while employed, in accord with the following schedule:

at least 9 months of service, but less than 5 years	4 months
at least five years of service, but less than 7 years	6 months
at least seven years of service	9 months

16.2.6 **Final Paycheck**: Any bargaining unit member being laid off shall be paid in full at the end of their shift on the last day of his/her employment.

16.2.7 **Transfer of Bargaining Unit Work**: The District shall not contract out any work which would have been done by bargaining unit members on layoff to any public or private agency, corporation, or individual, without first offering said work to the laid off bargaining unit members. This provision shall apply for up to (1) one year from the date of layoff for work within the classification of the laid off bargaining unit member. The District will offer the laid off bargaining unit member compensation equal to the last hourly rate of pay at the time of layoff for the duration of the work to be done. Such action by the District does not constitute a recall from layoff.

16.3 **Order of Layoff**: Whenever a classified bargaining unit member is to be laid off, the District shall first call for volunteers in the classification designated for layoff, the District shall determine, in consultation with CCEU, whether to grant or deny “voluntary layoff” based on considerations such as cost and potential adverse impacts to the effective and efficient delivery of classified services, including but not limited to percentages and locations of work assignments. Following this determination, which shall be completed no later than ten working days following issuance of notices (16.2.1), the order of layoff shall be determined by seniority of the bargaining unit members in the classification. The bargaining unit member, who has been employed the shortest time as defined in Article 16.3.1, shall be laid off first.

16.3.1 Beginning July 1, 2004 for the purpose of layoff, seniority shall be the District hire date. If two or more bargaining unit members have the same hire date, a drawing shall be held to determine the order of seniority for purposes of layoff.

16.3.2 Date of hire shall be reduced (moved forward) to account for any period in which the bargaining unit member is in unpaid status (this does not include time spent on a reemployment list due to layoff).

16.3.3 For purposes of layoff, classification is defined as current positions set forth in Appendix A of this Agreement (plus deleted classifications from which it directly evolved) in accordance with Education Code section 88001(a).

16.3.4 The parties acknowledge that for purposes of layoff, seniority in the Laboratory Instructional Assistant (LIA) I and II classifications may be redefined or modified effective with layoffs implemented on or after July 1, 2012 as a result of potential implementation of the LIA job description review recommendations (see Section 24.4).

16.4 **Bumping Rights:** A bargaining unit member laid off from their present classification may bump into an equal or lower classification in which the bargaining unit member has greatest seniority considering their seniority in the equal and lower classification and any higher classifications. The displaced bargaining unit member shall first bump into an equal classification in which they have seniority, and may continue bumping into a lower classification only to avoid layoff.

16.4.1 Bumping shall occur into the least senior position in an equal or lower classification in which the bargaining unit member has seniority which is equal or closest to the bumping bargaining unit members percentage of assignment (based on weekly number of hours) and number of months in order to keep the position as whole as possible.

16.4.1.1 A more senior 100% bargaining unit member would bump the least senior 100% bargaining unit member rather than the least senior bargaining unit member whose assignment is less than 100%.

16.4.1.2 For example, a more senior 100%, ten month bargaining unit member would displace the least senior 100%, ten month bargaining unit member rather than bump the least senior 75%, ten month bargaining unit member.

16.4.1.3 Bumping shall occur without regard to percentage of assignment or number of months in the bargaining unit member's current assignment.

16.4.1.4 For example, a more senior 50%, ten month bargaining unit member would displace the least senior 100%, twelve month bargaining unit member in the same classification.

16.4.2 All bumping shall first occur into vacant positions in which the laid off or bumped bargaining unit member has seniority, provided that the conditions in section 16.4.1 are met. Specifically, a bargaining unit member shall not be required to bump into a vacant position in which the bargaining unit member has seniority which is less than the bargaining unit member's assignment if there is a less senior bargaining unit member who can be bumped from such position which is equal or closer to the bumping bargaining unit member's assignment.

16.4.3 Only after the bumping set forth in section 16.4.1 is complete shall incumbents be displaced.

- 16.5 Upon agreement between the District and CCEU administrative transfer(s) may be used to avoid or alter the results of bargaining unit member bumping due to layoff.
- 16.6 **Layoff in Lieu of Bumping or Involuntary Reduction:** A bargaining unit member whose position has been identified for layoff or reduction in percentage of assignment may elect to be laid off in lieu of either bumping or accepting a reduction in percentage of assignment. In either case, the bargaining unit member shall be entitled to all layoff rights pursuant to this article.
- 16.7 **Reemployment Rights:** Bargaining unit members who have been laid off have an absolute right to reemployment in the classification from which they were laid off for a thirty-nine (39) month period if the District determines to reinstate the position formerly held within thirty-nine (39) months of the date of termination. Re-employment shall occur based on seniority and will be in reverse order of layoff. In addition, they shall have the right to apply for promotional opportunities within the filing period specified in the Promotion Article of this agreement for a period of thirty-nine (39) months following layoff. A bargaining unit member on a reemployment list shall be notified of promotional opportunities and other vacancies by remaining on the Cabrillo College email for the 39 month reemployment period. Upon reemployment, the bargaining unit member shall be entitled to all rights, benefits and burdens that were previously theirs, including the original hire date.
- 16.7.1 In addition, under the Tucker v. Grossmont decision and its appropriate application, if there is a vacant position and there are no laid-off or bumped bargaining unit members who have bumping rights to that position, a laid-off bargaining unit member on the reemployment list who applies to fill a vacant position shall be employed in preference to a new applicant if they meet the qualifications for the position at the time the position becomes vacant, even if the bargaining unit member has never served previously in that classification.
- 16.7.2 Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the bargaining unit member, returned to a position in their former classification or to positions with increased assigned time by seniority 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 for 63 months in accordance with Education Code section 88117.
- 16.8 **Retirement in Lieu of Layoff:**
- 16.8.1 Any bargaining unit member may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such bargaining unit member shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.

- 16.8.2 The bargaining unit member shall then be placed on a thirty-nine (39) month reemployment list.
- 16.8.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate their retired status.
- 16.8.4 A bargaining unit member subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which they were laid off shall be deemed to be permanently retired.
- 16.8.5 Any election to retire after being placed on a reemployment list shall be considered a retirement in lieu of layoff within the meaning of this section 16.8.
- 16.9 **Notification of Reemployment Opening:** Any bargaining unit member who is laid off and is subsequently eligible for reemployment in the classification from which they were laid off shall be notified in writing by the District of an opening in their previous classifications. Such notice shall be sent electronically to all persons on the reemployment list simultaneously, with an electronic copy to CCEU, which shall acquit the District of its notification responsibility.
- 16.10 **Bargaining Unit Member Notification to District:** A bargaining unit member shall notify the District of their intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice.
- 16.10.1 A bargaining unit member may request to be removed from the notification list at any time. An electronic request to Human Resources shall be sufficient to generate the removal.
- 16.10.2 The bargaining unit member's eligibility on the reemployment list shall terminate upon their refusal/failure to accept employment offers for three (3) different openings. After three rejections members will be notified that they are being removed from the reemployment list and advised that if they wish to remain on the list that they must notify Human Resources of their desire. If they so request, they will remain on the list.
- 16.11 **Reemployment in Highest Classification:** Bargaining unit members shall be reemployed in the highest job classification available in accordance with their seniority. Bargaining unit members who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.
- 16.12 **Workload:** After a layoff, the District shall not increase the workload of remaining bargaining unit members in a manner which exceeds the job description or cannot be

performed within the regular workday. Immediate supervisors shall meet with bargaining unit members and discuss their individual work assignments. The discussion shall lead to a prioritizing of duties and a summary of workload distribution.

- 16.13 **Effects of Layoff**: This Article completes “effects bargaining” for all future layoffs as to the subject matters covered herein.

ARTICLE 17

GRIEVANCE PROCEDURE

- 17.1 **Grievance Procedure**: The District and the Union recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of workers and the District. In presenting a grievance, the aggrieved and/or their representative are assured freedom from restraint, interference, coercion, discrimination or reprisal.
- 17.1.1 **Grievance Defined**: A grievance is defined as an alleged misinterpretation, violation or misapplication of a specific provision of this Agreement, or Board policy covering the terms and conditions as provided in this Agreement, or an alleged infringement of a worker's personal rights as defined in this Agreement.
- 17.1.2 A "grievant" is any of the following:
- 17.1.2.1 One or more workers claiming an alleged violation, misinterpretation or misapplication of a provision of this Agreement which directly affects the grieving worker or group of grieving workers.
 - 17.1.2.2 The Union provided however, that the grievance is limited to the provisions of this Agreement delineating rights reserved exclusively to the Union.
 - 17.1.2.3 The Union on behalf of one or more specifically named worker(s).
 - 17.1.2.4 The Union on behalf of one or more worker(s) who are not named or identified at the inception of the grievance procedure (Informal Resolution, section 17.1.4), provided however, that such grievance may proceed only up to and including the Mediation Step (section 17.2.3) but not further, unless the parties mutually agreed the unresolved issues can proceed to arbitration, even if grievant(s) are named/identified after the Informal Resolution step.
- 17.1.3 A "day" is any day in which the District Office of the college is open for business and the employee is scheduled to work.
- 17.1.4 **Informal Resolution Time Limits**: Before filing a formal written grievance, an informal discussion between an employee(s) and the immediate manager/administrator shall take place within twenty (20) working days of when the employee knows, or reasonably should have known, of the incident upon which the grievance is based in order to resolve the issue. Upon the request of either party the grievant's immediate supervisor shall be included in such informal discussion. Time limits may be extended or waived at any level only by written agreement of the parties involved.

17.1.5 If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party.

17.1.6 The grievant may elect in writing to represent themselves rather than have CCEU provide representation, pursuant to applicable law.

17.2 **Procedure:**

Grievances shall be handled in the following manner:

17.2.1 **Step One:** If the grievant remains dissatisfied following the informal discussion and review, they may submit a written grievance within ten (10) working days of the informal discussion to their manager/administrator or their designee. The grievance shall be submitted on a grievance form, and shall contain the following information: name of grievant; specific nature of grievance; date, time and place of occurrence; specific provision(s) of the contract alleged to have been violated; any steps that were taken to secure informal resolution including date of informal discussion; corrective actions desired; the name of any person or representative chosen by the employee to participate in the grievance procedure.

17.2.1.1 The manager/administrator or their designee may hold a conference within ten (10) working days of receipt.

17.2.1.2 The manager/administrator shall submit a written response to the grievant and their representative of the decision in the matter within ten (10) working days after the conclusion of the conference or ten (10) working days after receipt of the grievance if no conference is held.

17.2.2 **Step Two:** If the grievant remains dissatisfied following the decision at Level 1, they may submit the grievance within ten (10) working days after receipt of the decision from Level 1, requesting a review of the grievance by the Superintendent/President or their designee. Such written request shall include the original grievance, prior written decision and a statement explaining why the grievant remains dissatisfied.

17.2.2.1 The Superintendent/President or their designated representative may hold a conference with all interested parties on the complaint within ten (10) working days of receipt.

17.2.2.2 The Superintendent/President or designated representative shall submit a written response to the grievant and their representative of the decision in the matter within ten (10) working days after the conclusion of the conference or ten (10) working days after receipt of the grievance if no conference is held.

17.2.3 **Mediation Step (Optional):** If the grievance is not satisfactorily resolved at Step 2, the parties may mutually agree to non-binding mediation within 15 working days of receipt of the Superintendent/President's Step 2 response. The parties shall attempt

to reach mutual agreement on a mediator. If they do not, they shall mutually request assignment of a mediator from the State Conciliation and Mediation Service. If, after the mediation, the grievance is still not resolved, the Union may, within 15 working days of the mediation meeting, proceed to Step 3 below.

17.2.4 **Step Three:** Hearing Officer/Binding Arbitration: If the grievance is not resolved satisfactorily at Step Two or at mediation, the Union may, within fifteen (15) working days, file with the Superintendent/President a written notice of request to appeal the grievance to a hearing officer.

17.2.4.1 Within ten (10) working days from the date of receipt of notice of request of appeal, the Union and the District may agree on a hearing officer or shall request that the state Conciliation Service supply a panel of five (5) names of persons qualified and available to act as a hearing officer. Within ten (10) working days of receipt of the list, the District and the Union shall alternately strike names from such a list, with the last remaining name to be the person serving as hearing officer. The party having first choice to strike a name from the list shall be determined by lot.

17.2.4.2 At the request of either party, proceedings shall be recorded. A party requesting a transcript shall bear the expense. However, should either party request transcripts of the hearing, a copy shall be made available to the other party at one-half the cost of preparation of the transcript.

17.2.4.3 The hearing officer shall make written findings of fact and a decision within thirty (30) calendar days of the conclusion of the hearing. Such decision shall be final and binding upon the parties. A copy of the decision shall be furnished to the District and the Union.

17.2.4.4 The hearing officer's expenses if any including a court reporter, shall be borne equally by the Union and the District. Each party shall bear the cost of its own presentation including the preparation of post hearing briefs.

17.2.4.5 The jurisdiction and authority of the hearing officer shall be confined exclusively to the interpretation of the explicit provisions of this contract which are at issue between the two parties. The hearing officer shall have no authority to add to, detract from, alter, amend, or modify any provision of this contract or impose on any party hereto a limitation or obligation not explicitly provided for in this contract or to alter any wage rate or wage structure. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law. The decision of the hearing officer shall be rendered after the evidence and arguments are presented by the parties in the presence of each other, or following the submission of post-hearing

briefs, which shall be required upon request by the District, the Union, or the arbitrator.

ARTICLE 18 COMPLAINTS

- 18.1 **Complaint Defined**: A complaint is a written expression of protest or dissatisfaction, which is less than a grievance as a grievance is defined in this contract.
- 18.2 **Complaint Procedure**: The Union and the District recognize that there may be employee complaints outside the scope of this contract. The parties also recognize that such complaints should be processed in a fair and timely manner and agree that the following procedure will serve that purpose. If the employee is not satisfied with attempts to resolve a complaint with their immediate supervisor, or for other reasons believe that additional support is appropriate to the circumstance, the following steps shall be taken:
- 18.2.1 If resolution is not satisfactorily made informally, the complainant and their representative shall meet with the Vice President, Human Resources and Labor Relations or designee who will initiate an appropriate plan to provide a resolution. Such resolution shall take place, whenever possible within five (5) working days.
- 18.2.2 Resolution may include an agreement between the complainant and an officer of the College with authority to resolve the issue.
- 18.2.3 Resolution may involve the determination that the complaint cannot be satisfied at a lower level, in which case it must be referred to the Superintendent/ President for final determination.

ARTICLE 19 DISCIPLINARY ACTION

- 19.1 **Purpose:** This article is to establish just cause, due process, and progressive discipline procedures for bargaining unit members.
- 19.2 The District may take disciplinary action for just cause as described by AP 7365
- 19.3 The District will utilize the principles of progressive discipline in administering AP 7365. The parties acknowledge that these principles include the reasonable exercise of discretion by the District in determining that progressive steps of the discipline procedure may be bypassed, depending on the severity of the employee's misconduct.
- 19.4 The principles of progressive discipline include the following pre-disciplinary steps (i.e., prior to "disciplinary action" as defined in AP 7365):
 - 19.4.1 Verbal warning (which may be memorialized in writing)
 - 19.4.2 Written warning
 - 19.4.3 Written reprimand
- 19.5 Following application of progressive discipline as appropriate and as set forth in this article, the District may determine that the unit member's further conduct justifies moving for "disciplinary action" as defined in AP 7365.

ARTICLE 20

SAFETY

- 20.1 The District will conform to and comply with all Federal, State and local health and safety laws and regulations. The District will take the necessary steps to ensure employee health and safety including, but not limited to, any and all training prior to the use and safe operation of any equipment or machine used in the course of an employee's job.
- 20.2 Unit members shall maintain good worksite safety practices in all facilities.
- 20.3 No employee shall be required to work under unsafe conditions or to perform tasks that endanger the employee's health, safety and well-being. In order to ensure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards.
- A. Employees shall report health or safety hazards to their immediate supervisor upon discovery.
 - B. If the supervisor is unable to abate the hazard, they shall refer the matter to the manager in authority. An employee may refer a safety hazard directly to the department manager if the supervisor is unavailable or unable to abate the safety hazard.
 - C. If the District is unable to abate a safety hazard, and an employee has been assigned to a task which, in the employee's belief and good faith, threatens the employee's health or safety or puts the employee or another person in danger of physical injury, the employee may refuse in good faith to perform the task. An employee's refusal in good faith to perform the task shall not be just cause for discipline provided that the employee's good faith belief is based on ascertainable, objective evidence supporting the employee's conclusions.
 - D. No employee shall be discriminated against as a result of reporting any conditions believed to be a violation of health, safety or sanitation laws or regulations.
- 20.4 The District will investigate such reports and take appropriate actions to correct those conditions found to be unsafe or unhealthy. Standards established by State or Federal law shall prevail.
- 20.5 The District Safety Committee, which shall include three union members and up to three management representatives, shall meet at least bi-monthly during the academic year to consider potential and actual safety, health and safety training matters for employees. The committee shall make recommendations to the District's Assistant Superintendent/Vice President, Finance and Administrative Services concerning safety, health and safety training. Minutes of the committee's meeting shall be distributed to all committee members and be available electronically to a designated union representative. Release time shall be provided for members serving on the committee.
- 20.6 Special attention shall be given to VDT/CRT safety as the topic is studied and information becomes available. In consultation with the safety committee and/or District Safety consultant, VDT/CRT stations will be provided with adjustable glare control,

proper ergonomic seating and keyboard placement, and shielding for the VDT/CRT units (as deemed necessary) upon request to help protect the operator from low-level radiation. VDT/CRT and 10-key operators shall take rest periods in accordance with Article 7.4.

ARTICLE 21 SEVERABILITY

- 21.1 **Savings Clause**: If, during the life of this Contract, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Contract, such provision shall be immediately suspended and be of no effect hereafter so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Contract shall not invalidate any remaining portions which shall continue in full force and effect.
- 21.2 **Replacement for Severed Provision**: In the event of suspension or invalidation of any Article or Section of this Contract, the parties agree to meet and negotiate as soon as reasonably possible after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section at the written request of either party to this Contract.

ARTICLE 22

WAIVER OF BARGAINING

This Contract shall constitute the full and complete commitment between both parties and 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.

During the term of this Contract, the District and Union expressly waive and relinquish the right to bargain collectively on any matter:

Whether or not specifically referred to or covered in the Contract, even though not within the knowledge or contemplation of either party at the time of negotiations; even though during negotiations the matters were proposed and later withdrawn; it is understood and agreed that the specific provisions contained in this Contract 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 provision in this Contract, such practices and procedures are discretionary with the District; it is also understood that the District will not change, alter, amend, or otherwise invalidate any written District policy within the scope of representation for the duration of this Contract.

The parties agree that this contract supersedes and replaces previous contracts entered into between the District and the Union. Existing past practices and policies, within the scope of negotiations between the Union and the District shall continue unless changed through mutual agreement of both parties.

ARTICLE 23

CONCERTED ACTIVITIES

- 23.1 It is agreed and understood that there will be no strike, work stoppage, refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operation of the District by the Union and/or its officers, agents, or members, during the term of this Contract.
- 23.2 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Contract and to make every reasonable effort toward inducing all employees to do so. In the event of a strike or other interference with the operations of the District by employees who are represented by the Union, the Union agrees in good faith to take all reasonable steps to cause those employees to cease such action.
- 23.3 It is agreed and understood that any employee violating this Article may be subject to disciplinary action.
- 23.4 During the term of this Contract, the District agrees that it will not lock out workers and the Union agrees that it will not engage in any concerted work stoppage. A violation of this Article will result in cessation of Union dues, service fees, and charitable contribution deductions by the District, and the employee rights to any negotiated benefits. Refusal of employees to cross a primary picket line shall not be cause for discipline nor construed as a violation of this contract agreement.

ARTICLE 24

DURATION

- 24.1 Length of Agreement: The parties agree to a three (3) year agreement effective on July 1, 2021 through June 30, 2024. Either party may reopen negotiations for 2022-2023 and 2023-2024. Both CCEU and the District may choose to reopen Articles 8 Compensation and 11 Health and Welfare Benefits and up to two (2) additional articles each for such negotiations.

Either party may reopen negotiations as necessary to ensure compliance with the federal Affordable Care Act.

- 24.1.1 Successor/Reopener Negotiations: the parties shall complete the process for mandatory public notice of initial proposals in sufficient time to begin 2021-22 reopener negotiations no later than May 2022 and 2023 and successor contract negotiations no later than May 2024.

- 24.2 Retirement Incentive Program:

- 24.2.1 Should CCEU and the District negotiate a retirement incentive program in the future, the following process would apply:

- 24.2.2 A retiring unit member must be age 50 or older, retiring into the PERS retirement system, and have 10 years or more of service credit in the District on or before the date of retirement, which shall not be later than [date].

- 24.2.3 A bargaining unit member who meets the listed criteria will receive the following:

- 24.2.3.1 10 years of service to less than 15 years of service in the District: will receive \$8,000 total, \$4,000 to be paid in [date] and \$4,000 to be paid in [date].

- 24.2.3.2 15 years of service to less than 20 years of service in the District: will receive \$10,000 total, \$5,000 to be paid in [date] and \$5,000 to be paid in [date].

- 24.2.3.3 20 years or more of service in the District: will receive \$15,000 total, \$7,500 to be paid in [date] and \$7,500 to be paid in [date].

The foregoing amounts apply to full-time employees and shall be prorated for less than full-time employees.

- 24.3 No other openers are authorized during the term of the Agreement except by mutual agreement.

Signed and entered into this 21 day of October, 2021.

FOR THE DISTRICT

Angela R Hoyt

Angela Hoyt, J.D.
VP, Human Resources and Labor Relations

Hilda Montanez

Hilda Montanez
Director, Human Resources

Delana Miller

Delana Miller
Director, Budget and Fiscal Services

Amy Lehman

Amy Lehman
Interim Assist. Superintendent/VP, Student Services

John Gaulty

John Gaulty
Academic Dean, VAPA

FOR CCEU

Bradley Booth

Bradley Booth
Legal Counsel

Jessica Carroll

Jessica Carroll
Negotiating Team Member

Leah Hlavaty

Leah Hlavaty
Negotiating Team Member

Jeff Shaver

Jeff Shaver
Negotiating Team Member

Noah Parker

Noah Parker
Negotiating Team Member

Todd Welch

Todd Welch
Negotiating Team Member

Alta Cilicia Northcutt

Alta Northcutt
Negotiating Team Member

Tasha Sturm

Tasha Sturm
Negotiating Team Member

Signature: Bradley G Booth
Bradley G Booth (Oct 21, 2021 16:18 PDT)
Email: bradley@theboothlg.com

Signature: 
Email: lehlavat@cabrillo.edu

Signature: Noah Parker
Email: noparker@cabrillo.edu

Signature: Ann Clithart
Email: alnorthc@cabrillo.edu

Signature: Angela Hoyt
Angela Hoyt (Nov 8, 2021 11:47 PST)
Email: anhozt@cabrillo.edu

Signature: Delana Miller
Email: demiller@cabrillo.edu

Signature: John Braulty
Email: jograult@cabrillo.edu

Signature: Jessica Lynn Carrol
Email: jecarrol@cabrillo.edu

Signature: Jeff Shaver
Jeff Shaver (Oct 27, 2021 14:40 PDT)
Email: jeshaver@cabrillo.edu

Signature: Todd Welch
Todd Welch (Nov 3, 2021 08:55 PDT)
Email: towelch@cabrillo.edu

Signature: Tasha Sturm
Tasha Sturm (Nov 3, 2021 11:54 PDT)
Email: tasturm@cabrillo.edu

Signature: Hilda Montanoz
Email: HiMontan@cabrillo.edu

Signature: Amy Lehman
Email: amlehman@cabrillo.edu

APPENDIX A

Cabrillo College
Classified Employee Salary Schedule
2021-2022
(Annual/Monthly/Daily/Hourly Rate)

Effective July 1, 2021

New salary schedule with 5.07% COLA

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
28	Bookstore Assistant II Office Assistant	\$38,589.00	\$40,518.00	\$42,544.00	\$44,671.00	\$46,905.00	\$49,250.00	\$51,713.00
		3,215.75	3,376.50	3,545.33	3,722.58	3,908.75	4,104.17	4,309.42
		148.42	155.84	163.63	171.81	180.40	189.42	198.90
		18.55	19.48	20.45	21.48	22.55	23.68	24.86
30	Custodian Warehouse Worker/ Delivery Driver Warehouse Worker/ Mail Services	\$40,518.00	\$42,544.00	\$44,671.00	\$46,905.00	\$49,250.00	\$51,713.00	\$54,298.00
		3,376.50	3,545.33	3,722.58	3,908.75	4,104.17	4,309.42	4,524.83
		155.84	163.63	171.81	180.40	189.42	198.90	208.84
		19.48	20.45	21.48	22.55	23.68	24.86	26.10
32	Accounting Assistant	\$42,544.00	\$44,671.00	\$46,905.00	\$49,250.00	\$51,713.00	\$54,298.00	\$57,013.00
	Groundskeeper	3,545.33	3,722.58	3,908.75	4,104.17	4,309.42	4,524.83	4,751.08
	Maintenance Worker I	163.63	171.81	180.40	189.42	198.90	208.84	219.28
	Office Specialist	20.45	21.48	22.55	23.68	24.86	26.10	27.41
	Pool Maintenance Technician I Utility Maintenance Worker							
34	Athletic Equipment Specialist	\$44,671.00	\$46,905.00	\$49,250.00	\$51,713.00	\$54,298.00	\$57,013.00	\$59,864.00
	Box Office Specialist	3,722.58	3,908.75	4,104.17	4,309.42	4,524.83	4,751.08	4,988.67
	Groundskeeper - Athletic Fields	171.81	180.40	189.42	198.90	208.84	219.28	230.25
	Job Developer	21.48	22.55	23.68	24.86	26.10	27.41	28.78
36	Financial Aid Specialist	\$46,905.00	\$49,250.00	\$51,713.00	\$54,298.00	\$57,013.00	\$59,864.00	\$62,857.00
	Lead Custodian	3,908.75	4,104.17	4,309.42	4,524.83	4,751.08	4,988.67	5,238.08
	Lead Warehouse & Logistics Technician	180.40	189.42	198.90	208.84	219.28	230.25	241.76
	Library Technician	22.55	23.68	24.86	26.10	27.41	28.78	30.22
	Maintenance/Facilities Specialist							
	Music Library Specialist							
	Nursing Simulations Technician							
	Pool Maintenance Technician II							
	Program Specialist							
	Student Support Specialist Support Specialist - Athletics Teaching and Learning Center Support Technician							
38	Accounting Technician	\$49,250.00	\$51,713.00	\$54,298.00	\$57,013.00	\$59,864.00	\$62,857.00	\$66,000.00
	Adaptive PE Program Associate	4,104.17	4,309.42	4,524.83	4,751.08	4,988.67	5,238.08	5,500.00
	Admissions & Records Technician	189.42	198.90	208.84	219.28	230.25	241.76	253.85
	Career Skills Laboratory Technician	23.68	24.86	26.10	27.41	28.78	30.22	31.73
	Instructional Computer Laboratory Technician							
	Instructional Technician - Ceramics							
	Instructional Technician - Medical Assisting							
	Instructional Technician - Dental Hygiene							
	Lead Library Technician							
	Maintenance Worker II							
	Performing Arts Specialist							
	Purchasing Specialist							
	Restaurant Service Coordinator							
	Small Business Development Center Specialist							
	Stroke/Disability Program Associate							

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
40	Administrative Assistant	\$51,713.00	\$54,298.00	\$57,013.00	\$59,864.00	\$62,857.00	\$66,000.00	\$69,300.00
	Culinary Arts Instructional Coordinator	4,309.42	4,524.83	4,751.08	4,988.67	5,238.08	5,500.00	5,775.00
	Division Administrative Assistant	198.90	208.84	219.28	230.25	241.76	253.85	266.54
	Graphic Design Specialist	24.86	26.10	27.41	28.78	30.22	31.73	33.32
	Horticulture Programs Technician							
	Photography Laboratory Technician							
	Science Laboratory Coordinator							
	Stroke & Disability Learning Center Coordinator							
	Senior Instructional Technician - English							
	Senior Instructional Technician - Math/ STEM							
	Senior Maintenance Worker							
	Senior Student Support Specialist							
	Vehicle & Equipment Mechanic							
42	Allied Health Program Coordinator	\$54,298.00	\$57,013.00	\$59,864.00	\$62,857.00	\$66,000.00	\$69,300.00	\$72,765.00
	Alternate Media Specialist	4,524.83	4,751.08	4,988.67	5,238.08	5,500.00	5,775.00	6,063.75
	Art Gallery Coordinator	208.84	219.28	230.25	241.76	253.85	266.54	279.87
	Facilities Use and Events Coordinator	26.10	27.41	28.78	30.22	31.73	33.32	34.98
	Financial Support Specialist							
	Help Desk Technician							
	Lead Groundskeeper							
	Library Services Coordinator							
	Performing Arts Technical Coordinator							
	Program Coordinator							
	Visual Resource Center Coordinator							
44	Accessibility Support Center Coordinator	\$57,013.00	\$59,864.00	\$62,857.00	\$66,000.00	\$69,300.00	\$72,765.00	\$76,403.00
	Accounting Specialist	4,751.08	4,988.67	5,238.08	5,500.00	5,775.00	6,063.75	6,366.92
	Admissions & Records Analyst	219.28	230.25	241.76	253.85	266.54	279.87	293.86
	Community Education Coordinator	27.41	28.78	30.22	31.73	33.32	34.98	36.73
	Career Technical Education (CTE) Coordinator							
	Instructional Support Center Coordinator							
	Outreach & Recruitment Coordinator							
	Payroll Technician							
	Performing Arts Complex Coordinator							
	Retention Coordinator							
	Senior Financial Support Specialist							
	Student Activities Coordinator							
	Student Employment Coordinator							
	Student Onboarding and Pathways Coordinator							
	Student Services Systems Analyst							
	Student Support Coordinator							
	Visual Arts Tool Coordinator							
46	Crafts Maintenance Technician	\$59,864.00	\$62,857.00	\$66,000.00	\$69,300.00	\$72,765.00	\$76,403.00	\$80,223.00
	Executive Assistant	4,988.67	5,238.08	5,500.00	5,775.00	6,063.75	6,366.92	6,685.25
	Financial Aid Advisor	230.25	241.76	253.85	266.54	279.87	293.86	308.55
	Horticulture Center Coordinator	28.78	30.22	31.73	33.32	34.98	36.73	38.57
48	Athletic Trainer	\$62,857.00	\$66,000.00	\$69,300.00	\$72,765.00	\$76,403.00	\$80,223.00	\$84,235.00
	Curriculum and Scheduling Analyst	5,238.08	5,500.00	5,775.00	6,063.75	6,366.92	6,685.25	7,019.58
	HVAC Technician	241.76	253.85	266.54	279.87	293.86	308.55	323.98
	Systems/Network Support Specialist	30.22	31.73	33.32	34.98	36.73	38.57	40.50
50	Buyer/Contracts Analyst	\$66,000.00	\$69,300.00	\$72,765.00	\$76,403.00	\$80,223.00	\$84,235.00	\$88,446.00
	Senior Accountant	5,500.00	5,775.00	6,063.75	6,366.92	6,685.25	7,019.58	7,370.50
		253.85	266.54	279.87	293.86	308.55	323.98	340.18
		31.73	33.32	34.98	36.73	38.57	40.50	42.52
52	Institutional Research Analyst/Statistician	\$69,300.00	\$72,765.00	\$76,403.00	\$80,223.00	\$84,235.00	\$88,446.00	\$92,869.00
	Senior Electrician/ Maintenance Lead	5,775.00	6,063.75	6,366.92	6,685.25	7,019.58	7,370.50	7,739.08
		266.54	279.87	293.86	308.55	323.98	340.18	357.19
		33.32	34.98	36.73	38.57	40.50	42.52	44.65
54		\$72,765.00	\$76,403.00	\$80,223.00	\$84,235.00	\$88,446.00	\$92,869.00	\$97,512.00
		6,063.75	6,366.92	6,685.25	7,019.58	7,370.50	7,739.08	8,126.00
		279.87	293.86	308.55	323.98	340.18	357.19	375.05
		34.98	36.73	38.57	40.50	42.52	44.65	46.88

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
56	Applications Developer	\$76,403.00	\$80,223.00	\$84,235.00	\$88,446.00	\$92,869.00	\$97,512.00	\$102,388.00
		6,366.92	6,685.25	7,019.58	7,370.50	7,739.08	8,126.00	8,532.33
		293.86	308.55	323.98	340.18	357.19	375.05	393.80
		36.73	38.57	40.50	42.52	44.65	46.88	49.23
58	Consortium Cloud Administrator	\$80,223.00	\$84,235.00	\$88,446.00	\$92,869.00	\$97,512.00	\$102,388.00	\$107,507.00
	Database Administrator/Data Warehouse Developer	6,685.25	7,019.58	7,370.50	7,739.08	8,126.00	8,532.33	8,958.92
	Network Administrator	308.55	323.98	340.18	357.19	375.05	393.80	413.49
	Systems Administrator	38.57	40.50	42.52	44.65	46.88	49.23	51.69
	Web Systems Administrator							

APPENDIX B

CLASSIFIED PERSONNEL PRERETIREMENT PROGRAM

Under this program, classified staff may be permitted to reduce their work year from full-time to part-time as authorized by law and to have their retirement benefits based on full-time employment. In order to qualify for this program, the staff member shall meet the following requirements:

1. The employee must have reached the age of 55 years prior to the period in which reduced-time employment is requested and must submit a request in writing to the personnel office at least 45 days prior to the date on which the preretirement is to be effective.
2. Length of participation in the preretirement program shall not exceed five years or upon reaching the age of 70 years, whichever comes first. Employees requesting preretirement must have been employed full-time in a regular classified position for at least 10 years, including the immediately preceding 5 years, provided, however, that leaves with pay shall not be considered to be a break in service for purposes of this policy.
3. The option of part-time employment shall be initiated by the employee. The specific assignment must be by mutual agreement, based on feasibility, between the employee and the district.
4. The minimum part-time employment shall be the equivalent of one-half of the days and hours of service required in a full-time assignment. Any subsequent alteration to the days and hours of service may only be accomplished by mutual agreement of the employee and the district.
5. The employee shall receive the salary which is the pro-rata share of the salary earned if he or she continued in full-time employment. The employee shall retain all other rights and benefits for which they make the payments that would be required if in fulltime employment, including retirement contributions paid by employee and district. With this option, both the district and the employee will make retirement contributions as if the employee were earning a full salary.
6. The employee shall receive the same fringe benefits as a full-time employee. All leave benefits afforded a full-time employee shall be earned by the part-time employee on a pro-rated basis.

Legal Reference

Ed. Code Section 88038
Government Code Sections 53201 and 20905

APPENDIX C

PROFESSIONAL GROWTH PROGRAM FOR CLASSIFIED EMPLOYEES

The Professional Growth Program is intended to improve employees' skills and abilities resulting in benefit to the operation of the District. As a publicly funded educational institution, the District supports continuing education that is linked to institutional goals and strategic plans. The Professional Growth Program is designed to reward employees for their efforts to improve job performance and their value to the District.

1. **Eligibility to Participate**

All classified employees in the bargaining unit shall be eligible to participate.

- a. Requirements and increments for eligible employees are as follows:
 - (1) Six to twelve (6-12) units may be earned in each fiscal year.
 - (2) Upon qualification of an increment award the percentage of contract worked will be applied to the dollar value of a professional growth unit. (Example: 50% contract = .50 X unit rate.)
 - (3) Upon qualification of an increment award the months worked will be applied to the dollar value of a professional growth unit. (Example: \$42 x 6 units = \$252 ÷ 12 months = \$21 x months of service.)
- b. Each class, workshop, conference, non-college course or service in an educational or professional association must be accompanied by a fully completed "Professional Growth Application" form signed by the employee and employee's supervisor.
- c. Effective 1/1/2021, coursework started and completed during an employee's probationary period will be eligible for consideration for professional growth credit.

2. **Course Designations**

a. **Job-Related Courses**

- (1) Subject matter related to position occupied by employee, for example, Technology, Leadership, Verbal and Written Communication Skills, Customer Service and others consistent with the Preamble, or
- (2) related to position to which employee might logically advance from current position, or
- (3) knowledge gained from the course may be deemed beneficial to the department through participant's application of increased knowledge or skill.
- (4) At least 50% of the units in each increment award shall be job-related. All units above 36 must be job related. A maximum of ninety (90) total units may be earned.

b. **General Education Courses**

Non-job related courses are intended to improve the employee's education, knowledge, and understanding of the college and the community, in the belief that an enlightened, educated employee is a better employee.

- c. **Noncredit Courses**
Noncredit courses, such as conferences, workshops or seminars for which grades are not normally awarded do meet the requirements of 2(a) and 2(b) above..
 - d. **Prior Credit**
No credit will be given for units earned prior to July 1, 1972, the initiation date of the program, or for courses taken prior to the employee's original date of hire.
 - e. **Credit by Examination**
No credit will be given for units earned under the "credit by examination" provisions outlined in the Cabrillo College catalog.
 - f. **Repeat Courses**
Credit for a repeat course in which prior academic credit has been earned will not count toward earning increments unless the employee submits written verification to Human Resources establishing that a course with the same course number and title was, in fact, substantially different.
3. **Credit Basis**
Credit shall be earned on the following basis:
- a. **College-level courses**: one semester course unit equals one increment unit with a passing grade of C- or better.
 - b. **College-level courses**: one quarter unit course equals 2/3 of a semester unit with a passing grade of C- or better.
 - c. Non-college level courses and ungraded courses, such as conferences, workshops, or seminars: one-half unit for each 16 hours participation.
 - d. Service in job-related educational or professional associations, including holding elective office in:
 - 1. **Local association**: one unit for a full year in office.
 - 2. **County, state or national association**: one unit for a full year in office.
 - 3. **CCEU**: one unit for a full year in office for elective offices not to exceed 40 which include: President, 1st Vice President, 2nd Vice President, Treasurer, Recorder, 6 Council positions (5 at-large & 1 Chief Steward); 5 negotiation team members & 2 alternates; and 22 Stewards.
4. **Increment Values and Awards**
- a. The value of one (1) unit shall be \$42.00 per year.
 - b. 6-12 units (\$252-\$504 per year) may be earned in each fiscal year (i.e. a minimum of 6 units and a maximum of 12). Partial units will be applied toward the next increment award. All units above 36 must be job related. A maximum of ninety (90) total units may be earned.
 - c. Increment payments shall be included in regular monthly paychecks.
 - d. Units may not be earned for attendance at any institute, workshop, or conference for which the district pays more than 50% of the fees or if reimbursed by staff development funds through CCEU (Article 8.15).
 - e. Units earned must be completed during own time, vacation time, or comp time. No units of credit may be earned for coursework completed during paid work time.
 - f. Once earned, increments shall be permanent while in classified service and shall be paid in addition to any other salary increases.

5. **Employee Guidelines for Program Participation**

Participation in the Classified Employee Professional Growth Program is optional. Each employee should become familiar with the following:

- a. Professional Growth Application Form
- b. Professional Growth Review Committee's (PGRC) Coursework Review/Approval
- c. Statement of Units Earned/Verification of Coursework
- d. Request for Appeal

6. **Professional Growth Application Form**

To enroll in the program, an employee must fill out the Professional Growth Application form and submit it to the Classified Human Resources Specialist. The Professional Growth Application form may be filed at any time for each class, workshop, conference, non-college course, and service in an educational or professional association.

7. **Professional Growth Committee's (PGRC) Coursework Review/ Approval and Request for Increment Award**

Upon completion of at least 6 units an employee is eligible for an increment award. Upon approval of the award, the employee immediately starts another one-year qualifying period.

All Professional Growth Application Forms must be submitted to the Classified Human Resources Specialist prior to the last work day in May of each fiscal year of the qualifying period to be eligible for payment of increments on July 1 of the following fiscal year. Proof of completion of coursework or unofficial transcripts need to be submitted by June 15. Requests filed after the last working day in May will be held until the following year. After an employee reaches a total award of 36 units, all subsequent job related whole units in any qualifying period up to a maximum of 12 per Section 4(b) above, will be awarded on July 1st of the following fiscal year.

- a. **Professional Growth Review Committee:** The PGRC is composed of one instructional administrator, 2 classified staff members appointed by CCEU, Director, Human Resources or designee, and Classified Human Resources Specialist. The committee approves or denies the awards based on consensus. The PGRC meets twice in the spring semester of each academic year.

8. **Statement of Units Earned/Verification of Coursework**

Verification of coursework completion must be submitted to Human Resources prior to June 15 of each year in the form of unofficial transcripts. For ungraded courses, conferences, workshops, seminars, or similar activities, a confirmation of attendance and a written summary of material covered is required. Additionally, written justification to support job relevance may accompany the submitted materials.

When an employee engages in activities wherein the total hours of attendance are less than the 16 hours requirement for 1/2 unit credit, the hours will be entered on the

permanent record and when a total of 32 hours is reached, the participant will be given credit for 1 unit.

Human Resources shall maintain a permanent record for all employees enrolled in the Professional Growth Program. All units shall be entered on this permanent record immediately upon approval. Copies will be made available to the employee upon request.

Upon approval by the PGRC, Human Resources will notify the employee of their increment award. Human Resources will simultaneously notify the employee's manager(s) of the nature of the coursework completed. Payment of such award shall be made in equal monthly increments, beginning with the July 1 pay period of the following fiscal year.

9. **Request for Appeal**

An employee has the right to request, and be granted, an appeal before the PGRC on any matters related to the Professional Growth Program. Such requests for appeal shall be submitted in writing to the Professional Growth Committee in care of the Human Resources Office.

APPENDIX D

RETRAINING AND STUDY LEAVE POLICY FOR CLASSIFIED PERSONNEL

Legal Basis: Education Code Sections 88220 through 88227

Legislative Intent, Article 88220: "In enacting this article the Legislature recognizes that technological and other changes are occurring which may displace otherwise desirable classified employees in the public school systems of the state. The Legislature intends that the enactment of this article will encourage classified employees to prepare themselves for the changes that are occurring and will also encourage governing boards to utilize the article to further study and retraining by classified personnel."

Eligibility: All permanent contracted classified employees shall be equally eligible to apply for paid, unpaid or partially paid retraining and educational leaves, subject to the following policies and provisions:

Retraining Leave Policy

1. **Definitions**

- a. A leave granted to update or improve existing job skills for the purpose of retraining to meet changing conditions within the district.
- b. A leave granted to an incumbent employee to retrain for a new position when the existing position is to be abolished or significantly altered.
- c. A leave granted to an incumbent employee who, for physical or other reasons, can no longer perform in the present position, but who may be reasonably retrained for another.

2. **Eligibility and Criteria**

- a. **Employee request:** To be eligible for a retraining leave, an employee must have rendered service to the District for at least three consecutive years preceding the granting of such retraining leave, and no more than one such leave shall be granted in each three-year period. Further, the employee shall serve the District for at least two years after successful completion of the retraining program.
- b. **District request:** In the event that the Board contemplates the abolition of positions in the classified service and the creation of new positions because of automation, technological improvements, or for any other reason consistent with this policy, it shall, whenever possible, provide for the retraining of displaced employees in accordance with these rules:
 - (1) An employee must be serving in a position which the District contemplates abolishing or significantly changing the qualifications thereof.

- (2) The employee shall indicate a willingness to undergo the prescribed training program or, in the alternative, forfeit their claim to the provisions of this policy.
- (3) The results of the retraining program shall clearly be of benefit to the District.
- (4) The employee shall agree to serve the District for at least two years after successful completion of the retraining program.
- (5) Contract provisions relating to seniority (District hire date) shall apply.

The Board shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be conducted.

3. **Duration**

An approved retraining leave may be taken in cycles of time appropriate to the available training up to a period of one year, the successful completion of which must be accomplished within a three-year time span. Intervening work periods within a retraining program shall be calculated toward eligibility for additional retraining if such should become necessary, and such leaves shall not be considered a break in service. (Education Code 88221)

4. **Compensation**

An employee on retraining leave shall receive full compensation, including all benefits and seniority rights (District hire date) according to their placement on the salary schedule and employment status. The District shall, in addition to regular compensation, bear the costs, if any, of the approved retraining plan; or in the alternative the employee may bear such costs and apply the earned credit toward their professional growth increment program. (Education Code 88227)

STUDY LEAVE POLICY

1. **Purpose**

A study leave is intended to provide the opportunity for increasing professional competence, and in turn enhance an individual's service to the District. Any proposed plan of study should outline its relationship to the employee's position and/or career goals with the District.

2. **Eligibility and Criteria**

- a. **Employee request:** To be eligible for a study leave, an employee must have completed seven consecutive years of service to the District. (Education Code 88222)
- b. **Service after leave:** The employee shall serve the District for a period of time amounting to twice the term of the leave immediately following the leave. A

faithful performance bond or leave of absence agreement shall be executed as a condition of the leave.

3. **Duration**

- a. Leaves may be granted for a full year, for a partial year, for additional blocks of time, but in no case to exceed one full year.
- b. The study leave shall not be deemed a break in continuity of service, nor shall the period of such absence count toward the years required for further leaves.

4. **Compensation**

- a. An employee on a study leave may receive full, partial, or no compensation proportionate to the relative benefit gained by the District as a result of the study leave as determined by the President with the advice of the committee.
- b. Classified members on study leave shall be compensated for any work they perform at the District during the term of the leave.
- c. The employee shall continue to receive full fringe benefits for the duration of the study leave in proportion to the compensation received.

5. **Restrictions**

- a. Departments will be expected to adjust work loads, where feasible, in order to accommodate for the absence of an employee on a study leave. To avoid unnecessary hardship the number of classified personnel absent for a study leave during any one year shall not exceed two percent of the classified staff.
- b. All study leaves shall have priority on the basis of seniority (District hire date).

6. **Report**

Upon completion of a study leave, a written report shall be submitted to the Labor-Management Committee, the employee's supervisor and/or department administrator, and filed in the employee's personnel file. The report shall be due within 30 days of completion of the leave. If the purpose of the leave is academic study, an official transcript shall be included with the report.

APPLICATION AND APPROVAL PROCESS
RETRAINING AND STUDY LEAVE POLICIES

1. **Requests**

Requests for retraining or study leaves must be submitted in writing, on the appropriate forms, to the immediate supervisor and the administrator of the department. Leave request forms shall be provided by the Personnel Department. Details of the planned activity must accompany such requests. The supervisor and administrator shall, within five working days, forward such requests, together with their recommendations, to the Labor-Management Committee.

- a. **Committee approval:** Within five working days after receipt of such request, the committee shall notify the applicant and the applicant's immediate supervisor of its recommendation. When a request is approved by committee, the recommendation is forwarded to the President for action. If the request receives Presidential approval it shall be presented as a recommendation to the Governing Board.
 - b. **Committee denial:** Should an employee's request be recommended for denial by the Labor-Management Committee, a written appeal may be filed with the committee through the employee's supervisor and/or Job Steward within five working days. When such appeal is filed, the committee shall respond within five working days. If the appeal is approved, the recommendation shall be forwarded to the President for action. If the President approves the request, it shall be presented as a recommendation to the Governing Board. If the appeal is denied, the committee shall forward its recommendation to the President. The President shall have final decision authority in all cases.
 - c. **Committee approval - Presidential denial:** If the committee approves the request, but the President denies the recommendation, the appeal procedures shall be filed directly with the President.
2. **Recommendations**
Each committee member shall present their individual recommendation in writing to the President. A copy shall be available to the employee.

APPENDIX E

VACATION CALCULATIONS FOR EMPLOYEES WHO WORK LESS THAN 12 MONTHS

9 Month Employee

YEAR	CALCULATION	DAYS	TOTAL HOURS
1-4	$12 * 9/12$	9.0	72
5	$15 * 9/12$	11.25	90
6	$16 * 9/12$	12.0	96
7	$17 * 9/12$	12.75	102
8	$18 * 9/12$	13.5	108
9	$19 * 9/12$	14.25	114
10	$20 * 9/12$	15.0	120

10 Month Employee

YEAR	CALCULATION	DAYS	TOTAL HOURS
1-4	$12 * 10/12$	10.0	80
5	$15 * 10/12$	12.5	100
6	$16 * 10/12$	13.33	106.67
7	$17 * 10/12$	14.17	113.33
8	$18 * 10/12$	15.0	120
9	$19 * 10/12$	15.83	126.67
10	$20 * 10/12$	16.67	133.33

11 Month Employee

YEAR	CALCULATION	DAYS	TOTAL HOURS
1-4	$12 * 11/12$	11.0	88
5	$15 * 11/12$	13.75	110
6	$16 * 11/12$	14.67	117.33
7	$17 * 11/12$	15.58	124.67
8	$18 * 11/12$	16.5	132
9	$19 * 11/12$	17.42	139.33
10	$20 * 11/12$	18.33	146.67

Payroll figures vacation time in hours per month. Divide the total hours of vacation by the number of months contracted to work. That number is the hours credited per month for the number of months of

contract (not the number of months the employee receives a pay check). Payroll credits the employee starting in September for 10 month employees. An 11 month employee's credit starts in August.

EXAMPLE: 10 month employee, 7th year of service (count working months) - Earns 14.17 days which is 113.33 hours. Divide 113.33 by 10 which is 11.33 hours per month. Beginning in September the employee is credited with 11.33 hours and is given this amount through June.

If you are a less than full time, less than 12-month employee, figure the percentage of total hours to which you are entitled.

APPENDIX F

LABOR-MANAGEMENT COMMITTEE

The parties agree to the establishment of a Labor-Management Committee to facilitate communication between the parties and to promote a climate of constructive labor relations. The Committee shall determine the agenda and schedule for its meetings. The Committee shall consist of up to three (3) representatives designated by the Union and up to three (3) representatives of the District. It is the intent of the parties to appoint representatives who have the authority (or direct access thereto) to agree to any recommendations to be presented to the Superintendent/President. The Committee may, based on the agenda topic, invite persons to provide information or consultation to the Committee.

Release time shall be in accord with Article 4.5.3. The Committee shall make a reasonable effort to schedule meetings during work time; however, management shall make a reasonable effort to reschedule shift assignments and days off so that Union representatives may attend meetings on work time.

CCEU 2021-24 CONTRACT INDEX

A	Article
Absence, Filing for Transfer, During	9.4
Absence, Notification.....	14.4
Additional Performance Evaluation.....	6.3.3
Administrative Transfer	9.3
Agreement of Parties	4.14
Alcohol Usage.....	Art. 19
Anniversary Date	8.9, 8.10
Arbitration	17.2.4
Asbestos Removal.....	8.6
Auto Mileage Reimbursement.....	11.10
 B	
Bargaining Unit.....	1.1
Benefit Stipend, "Excess"	11.6.1
Benefits, Health	Art. 11
Benefits, Part-Time Employees	11.3.2, 11.4
Benefits, Retiree.....	11.7, 11.12
Benefits While Unable to Work.....	14.12.5
Bereavement Leave.....	14.13
Bilingual Pay	8.5.1
Biliterate Pay	8.5.2
Binding Arbitration.....	17.2.4
Breaks.....	7.4
Bumping Rights	16.4
Bus Pass.....	8.3
 C	
Call Back to Work.....	7.9
Calling In Sick	14.4
Career Ladders.....	10.4.8
Catastrophic Leave Donations	14.12.6
Categorically Funded Programs, Lay-Off.....	16.2.1
Classification	10.1
Classification Study	10.4
Classification Study, Appeal of Recommendations.....	10.4.6
Classification Study Committee	10.4.1
Classifications, New.....	Art. 10
Classified Pre-Retirement Program	App. B
Classified Salary Schedule	App. A
Closure of College	14.10
Commencement of Negotiations	4.13
Compensation	8.7
Complaint Process.....	18.2

Computer Operator Rest Periods	20.6, 7.4.1
Concerted Activities.....	23.1
Contract Duration.....	24.1
Contracting Out.....	4.15, 16.2.7
Conversion of Temp Hourly Positions.....	1.2
Critical Illness Leave.....	14.11
Crossing a Picket Line.....	23.4

D

Date of Hire	8.9
Death of a Family Member.....	14.13, 14.9.2
Demotion By Class Adjustment	9.3.1.3
Demotion By Reassignment	9.3.3
Demotion, Involuntary	9.3, Art. 19
Demotion, Voluntary.....	9.3.1.3
Dental Insurance	11.5.2
Disability, Income Protection	11.5.4
Disciplinary Action by District.....	Art. 19
Disciplinary Procedures	Art. 19
Discipline, Cause	Art. 19
Discipline, Progressive.....	19.4
Discrimination	2.1
Dismissal From Job.....	Art. 19
District Rights and Powers	3.1
Diversity	2.1
Doctor's Note For Illness	14.5
Domestic Partner.....	15.3
Donation of Sick Hours.....	14.12.6
Drug Usage	Art. 19
Duration of Contract	24.1

E

Education Code 88220, Study Leave and Retraining	App. D
Eligibility For Benefits.....	11.1
Emergency Closure of College	14.10
Evaluation.....	6.1
Evaluation, Additional	6.3.3
Evaluation, Disposition of Copies	6.4
Evaluation, Grievance Procedure.....	6.6
Evaluation of Permanent Employee.....	6.3
Evaluation of Probationary Employee	6.3.1
Evaluation Review (Appeal)	6.5
Excessive Absenteeism	Art. D
Extended Illness Leave.....	14.6

F

Family and Medical Leave Policy	Art. 14
Family Emergency	14.9, 14.11
Filing For Transfers While Absent	9.4
Flexible Work Schedule	7.8
Four/Ten Work Week.....	7.2
Four/Ten Work Week Holiday Pay	12.5

G

General Leave	15.2
Golden Handshake (PERS)	24.2
Grievance.....	17.1
Grievance Mediation Option	17.2.3
Grievance of Evaluation Procedure	6.6
Grievance Procedure	17.2

H

Harassment	Art. 19
Health and Welfare Benefits.....	Art. 11
Health Benefits, Retirees	11.7
Holidays.....	12.7
Holiday Pay For Four/Ten Work Week	12.5
Holiday Pay	12.1
Holiday Schedule	12.7
Hours Worked.....	7.2

I

Illness, Extended	14.6
Illness of Family Member	14.11
Inability to Perform Job Due to Illness	14.5.1
Income Protection	11.5.4
Incompetence	Art. 19
Increase Hours of Part-Time Employees.....	7.13
Industrial Accident or Illness Leave	14.12
Information From District	4.3
Insurance Programs	11.5.1
Insubordination	Art. 19
Insurance, Retirees	11.7
Insurance Stipend.....	11.1
Insurance Stipend Monies Left Over	11.6.1
Internal Promotion	9.2.1
IRS 125 Plan.....	11.6

J

Job Descriptions.....	Art. 10, 10.2
Job Retraining	App. D

Job Sharing	7.11
Job Sharing Not to Preclude Rehire	7.11.1
Jury Duty	14.15

L

Labor-Management Committee	App. F
Lateral Transfer	9.1
Lateral Transfer Definition	9.1.1
Lateral Transfer Denial	9.1.10
Lateral Transfer Eligibility	9.1.4
Lateral Transfer, Notification of Opening	9.1.7
Lateral Transfer, Probation	9.1.11
Lateral Transfer Salary	9.1.3
Lay-Off	16.1
Lay-Off, Equal Seniority	16.3.1
Lay-Off, Final Paycheck	16.2.6
Lay-Off in Lieu of Bumping	16.6
Lay-Off Order	16.3
Lay-Off, Reasons For	16.2
Leave, General	15.2
Leaves of Absence, Paid	Art. 14
Leaves of Absence, Unpaid	15.2
Leave Replacement	8.9.1
Leave Replacement Affecting Anniversary Date	8.9.1
Length of Work Year	7.1
Length of Agreement	24.1
License Fees	8.4
Life Insurance	11.5.3
Lock Out	23.4
Longevity Pay	8.8
Lunch Periods	7.3

M

Mailboxes, Use of	4.2
Maternity Leave	15.1
Mediation	17.2.3
Medical Coverage, Retirees	11.7
Medical Insurance	Art. 11
Medical Leave Policy	Art. 14
Medical Verification of Illness	14.5
Meet and Confer	4.14
Membership	4.1
Membership Objectors	4.1.1
Mileage Reimbursement	11.10
Military Leave	14.14

N

Names and Addresses of Union Workers.....	4.8
Negotiations Commence	4.13
Negotiations Committee.....	4.11
Negotiation, Release Time	4.11.2
New Classifications.....	Art. 10
New Classified Positions.....	Art. 10
New Employees, Probation	6.2.1
No Discrimination.....	2.1
No-Strike Clause.....	23.1
Notification of Union Representation	4.7

O

Office, Union	4.12
On-Call Duty	7.10
Out of Classification Work.....	8.12
Outside Contracting	4.15, 16.2.7
Overtime	7.5
Overtime, Call Back.....	7.9
Overtime, Compensation.....	7.5
Overtime, Equal Distribution	7.6
Overtime, Four/Ten Work Week	7.5.4
Overtime, Process	7.7
Overtime, Split Work Week	7.2.1.4

P

Paid Holidays.....	12.1
Parking Permit	8.3
Part-Time Employees, Benefits Eligibility.....	11.4
Part-Time Employees, Hours Increase.....	7.13
Part-Time Employees, Vacation Calculations.....	App. E
Pay Practices	8.1
Payroll Deduction for Union Dues	4.1.2
Performance Evaluation	6.1
PERS “Pick-Up” Program.....	11.9
Permanent Status.....	6.2.2
Personal Necessity Days Off	14.9
Personnel Files.....	5.1
Personnel Files, Employee Rights	5.2
Pre-Retirement Program.....	App. B
Printing of Contract.....	4.9
Probation, Lateral Transfer.....	9.1.11, 6.2.3
Probation, Permanent Employee In New Position.....	9.2.2, 6.2.2
Probation Within I/II Classification.....	6.2.1.1
Probationary Period.....	6.2
Probationary Employee Release From Employment.....	6.2.4

Professional Development Programs	8.12.4
Professional Growth Program.....	8.7, App. C
Progressive Discipline	19.4
Promotion by Reassignment	9.2.2
Promotion, Filing For While Absent.....	9.4
Promotion, Internal	9.2.1
Promotional Trial Period	6.2.2
Promotions.....	9.2
Public Employees Retirement System (PERS).....	8.13, 11.9

R

Reassignment by Demotion.....	9.3.1.2
Reassignment by Promotion.....	9.2.2
Reclassification of Position	10.4
Recognition of Union.....	1.1
Reemployment After Lay-Off	16.7
Reemployment In Highest Class.....	16.11
Reemployment Rights	8.11, 14.12.4, 16.7, 16.9
Rehire After a Resignation	8.11
Release Time, Meetings	4.6.3
Release Time, Negotiations	4.11.2
Release Time, Notification to Supervisor	4.4.1
Release Time, Officers, Stewards, Committee Members	4.6
Release Time, Union Meetings.....	4.6.2
Religious Observations	14.9.9
Re-Openers for Negotiations	24.1.1, 24.5
Reorganization	Art. 10
Request For Information From District.....	4.3
Rest Periods	7.4
Retirement Benefits, Medical	11.7
Retirement Benefits, Other	11.11
Retirement In Lieu of Lay-Off	16.8
Retirement, Pre-Retirement Option	App. B
Return To School, Study Leave.....	App. D
Retraining and Study Leave	App. D
Review (Appeal) of Evaluation	6.5
Right to Sue	2.3

S

Safety.....	20.1
Safety Committee.....	20.5
Safety, Use of Computers.....	20.6
Salary Review	10.4
Salary Schedules	App. A
Salary Upon Demotion.....	9.3.3.3
Section 125 Flexible Health Spending Accounts	11.6
Seniority	16.3.1

Service Fee Payers	4.1.1
Severability of Contract.....	21.1
Shift Differential	8.2
Shifts Defined	8.2
Sick Leave	14.1
Sick Leave, Transfer	14.7
Sick Leave Usage, Notification	14.4
Skelly Hearing	Art 19
Split Work Week.....	7.2.1.3
Staff Development Opportunities	8.14, 8.15
Standard Work Week	7.2.1
Step Increase	8.6
Stewards	4.10
Stipend.....	11.1-11.3
Strike, Right To.....	23.1
Study Leave	App. D
Summer Work.....	7.12
Suspension.....	Art. 19

T

Tardiness, Chronic	Art. 19
Temporary Hourly Conversion.....	1.2
Thirty-Nine Month Rehire Rights.....	8.11, 14.12.4, 16.7, 16.9
Transfer, Filing For While Absent.....	9.4
Transfers, Grievance	9.3.2.2
Transfers, Involuntary	9.3
Transfers, Voluntary	9.1
Trial Period, Permanent Employee	6.2.2

U

Union Dues Deductions.....	4.1
Union President, Release Time.....	4.6.4
Union Rights.....	4.2
Unpaid Leaves	15.2
Unsafe Working Conditions	20.3

V

Vacation Accumulation.....	13.2
Vacation Calculations, Less Than 12 Month Employees	App. E
Vacation Carry-Over Limits	13.9
Vacation Cash-Out.....	13.4
Vacation Interruption	13.8
Vacation, Paid	13.1, 13.3
Vacation Pay Upon Resignation/Termination.....	13.5
Vacation Scheduling	13.7
Voluntary Demotion.....	9.3.1.3

Voluntary Transfer.....	9.1
Voluntary Transfer, Trial Period	9.1.11
Voluntary Transfer, Process	9.1.5

W

Wages	8.1
Waiver of Bargaining Rights	22.1
Weekend Work Differential	7.2.1.2
Welfare Benefits, Health and.....	Art 11
Whistleblower Protection	2.1, 20.3 D
Work Day	7.2.1.1
Work Stoppage	23.4
Work Week.....	7.2.1
Work Year	7.1
Worker Compensation.....	14.12
Working Out of Classification.....	8.12

Y

Y-Rating Salary Adjustment	9.3.3.4
----------------------------------	---------

TENTATIVE AGREEMENT
CABRILLO COMMUNITY COLLEGE DISTRICT AND
CABRILLO CLASSIFIED EMPLOYEES UNION (CCEU)
FOR 2020-21

The Parties agree to a comprehensive tentative agreement covering all below-referenced outstanding matters regarding bargaining for 20-21' and for the implementation of the Reward Strategy Group ("RSG") Classification and Compensation Study ("class/comp study") as follows:

1. The parties agree to the Telework Agreement 2-year pilot program as attached to this tentative agreement and labeled in the footer as "Final Version as of 6_28_21".
2. The parties agree to the 21-22' benefit stipend as attached to this tentative agreement.
3. The parties agree to a three-year agreement changing the first and second sentences of Article 24.1 to read: "The parties agree to a three (3) year agreement effective July 1, 2021, through June 30, 2024. Either party may re-open negotiations for 2022-2023 and 2023-2024."
4. The parties agree to implement the RSG class/comp study as follows:
 - a. The effective date of implementation will be retroactive to July 1, 2021, but actual implementation of class/comp study and any overall salary schedule increases will begin most likely September or October 2021 due to the significant workload on the Payroll and HR managers and staff.
 - b. All retroactive pay will be backdated to July 1, 2021 and will be paid out on the September 2021 or October 2021 paycheck and will be based on new Range/Step for each classified employee who is still employed by the District as of the date of payment.
 - c. The classified salary schedule shall be modified as shown on the attached "M+1 proposed salary schedule":
 - a. Eliminates all odd numbered ranges.
 - b. Eliminates old step 1 so that old step 2 becomes new step 1.
 - c. Adds a new step 7.
 - d. Squares up all ranges and steps so there is a 5% difference between each range and each step: and
 - e. Eliminates Ranges 24 & 26 and moves any currently filled positions from those ranges up to Range 28 (or higher based on RSG recommendation).
 - d. The parties agree to consolidate the following I/II classifications: Accounting Assistant I/II, Delivery Driver I/II, Library Specialist I/II, and the salary range will be replaced with the II range for each consolidated class.
 - e. The parties agree that, upon implementation of the class/comp study, the District and CCEU agree that any incumbent employee is deemed to meet the Minimum Qualifications of their current classification and/or reclassified classification.

- f. The parties agree to the following regarding the Classification Study Appeal Process:
- The District and CCEU acknowledge that, since RSG completed the initial classification study during early 2020, there may have been changes in current staffing, expectations, duties, and responsibility with respect to some positions. Therefore, following agreement on implementation of the current RSG class/comp study, the District and CCEU agree to allow submission of reclassification appeal requests up to no more than a total of 30 classifications, subject to the following:
- i. CCEU will share equally in all costs associated with any such reclassification appeal requests.
 - ii. CCEU and the District will jointly contract with Koff & Associates so that Koff & Associates will conduct the appeal evaluation and analysis using all existing information from the RSG class/comp study, plus any new information that may be provided by the employee and their supervisor(s).
 - iii. Koff & Associates will use the same 14 benchmark community college districts as used in the RSG class/comp study.
 - iv. There will be a 3-month deadline within which employees seeking a Classification Study Appeal must fully and completely submit their requests. Any requests not fully and completely submitted within the 3-month period will be denied. The 3-month appeal window will begin upon the payout date as stated in the item 4(a) above (expected September/October 2021).
 - v. Interviews by Koff & Associates will be conducted with the employee and their immediate supervisor at the same time.
 - vi. CCEU and the District will have no individual contact with the Koff & Associates consultants during the appeal process, other than as may be necessary for ministerial and logistical reasons.
 - vii. Koff & Associates' conclusions and recommendations for each appeal request will be presented to the District and CCEU at the same time; and
 - viii. A final determination of the classification/ compensation appeal will be made by the District President/Superintendent in consultation with the Director of Human Resources and the President of CCEU (or their respective representative) with the determination to be in writing to the employee and CCEU.
- g. Other than as set forth in item 4(f) above, the District and CCEU agree that there will be no classified employee reclassification requests for 2 years after the expiration of the 3 month-time period referenced in item 4(f)(iv) above.
- h. During the two-year period referenced above in item 4(g), CCEU and the District agree to negotiate in good faith to revise and update Article 10 of the Collective Bargaining

Agreement ("CBA") between CCEU and the District to address and improve the current outdated process in Article 10.

5. The District and CCEU agree to revise the CBA to address agreement on a new "Step Up" provision that sets "Step Up" date as July 1 of each fiscal year for all employees not already at top step. This shall apply regardless of the % of assignment # of months/FTE percentage for each employee. Through July 1, 2022, each employee scheduled to receive a step increase in January, February or March of 2022 will do so on their current step increase date. Employees who are scheduled to receive step increases in April through December of 2022 will receive their step increase on July 1, 2022. Thereafter, all employees and all new employees will step up July 1 of each subsequent year, regardless of their existing step up dates.
6. Effective July 1, 2021, the parties agree to a 4.05% overall ongoing salary increase for all bargaining unit members, to be applied to the FY+1 proposed salary schedule based on the current COLA of 4.05% in the Governor's May Revise Budget. It is further agreed that, if the final COLA is greater than 4.05%, the District will pass on any additional COLA amount included in the final State of California Budget.

Tentative Agreement signed:

6/28/21

Date:

Angela R.
Hoyt

Digitally signed by Angela
R. Hoyt
Date: 2021.06.28
15:34:27 -07'00'

For: Cabrillo Community College District

Date:

Jessica Lynn Carroll

Digitally signed by Jessica
Carroll
Date: 2021.07.01
13:40:23 -07'00'

For: Cabrillo Classified Employees Union

**Cabrillo Community College District
and
The Cabrillo Classified Employee Union**

Teleworking Agreement

This Telework Agreement is part of a two-year pilot program negotiated between Cabrillo Community College District ("College" or "District") and the Cabrillo Classified Employee Union (CCEU) (collectively, "the Parties") and may be used in connection with a request for Telework by any employee of the College. The College reserves the right to require this Agreement and process for other employee groups, such as managers and confidential employees.

Based on the current circumstances of District operations and in light of the ongoing Covid-19 pandemic, the Parties understand that the earliest this pilot program could begin would be August 1, 2021, and then would run for no longer than two years. At least three months prior to the conclusion of the pilot program, the District and CCEU agree to return to the bargaining table to evaluate and further negotiate revisions to the program.

It is the intention of the parties that employees may continue to request teleworking arrangements after the pilot program expires; therefore, if a new teleworking agreement, policy, or procedure has not been implemented by the expiration of the two-year pilot program, the pilot program will remain in effect until there is a new teleworking agreement, policy, or procedure in place.

To request a flexible work arrangement where the employee works from home or other off campus location, the employee should:

1. Meet with supervisor to discuss the possibility of teleworking;
2. Complete all sections of this form;
3. Sign forms and obtain supervisor and vice president signatures indicating approval;
4. Review and sign Attachment A "Setting up an In-Home Office"; and
5. Submit a fully executed copy to Human Resources for the employee's personnel file.

Teleworking arrangements must comply with all applicable District policies/procedures, and collective bargaining agreements, as well as state and federal laws regarding overtime, holidays, vacation leave, and sick time.

Denial of a request for teleworking must be provided with reasons in writing and can be appealed to the next level supervisor. If denied at the appeal level, the matter may be reviewed by the Director or Assistant Director of Human Resources for a final decision. Upon a final decision by Human Resources, there is no further appeal right, and the employee may not submit another request until after 12 months from the date of a final decision.

Request Dates

Date Submitted:	Requested Start Date/ Renewal Date:	End Date:
<hr/>		
Select One:	This is a request to renew a current teleworking agreement	
	<hr/>	
	This is a request to propose a new teleworking agreement	
	<hr/>	

Employee Information

Name: _____ Department: _____
Employee ID: _____ Supervisor Name: _____
Classification: _____ Supervisor _____
Current % of _____ Phone Number: _____
Status: _____ Assignment: _____ Months: _____
What % of job per week will be done through telework? _____

This Teleworking Agreement specifies the conditions applicable to an arrangement for performing work at an alternate workplace on a regular or intermittent basis. This Teleworking Agreement begins on _____ and continues until _____. This agreement is at the discretion of the immediate supervisor and is subject to ongoing review. This agreement may be subject to modification or termination at any time.

Proposed Work Schedule

A. Current Department Work Schedule – Days and hours employee is normally expected to work on-site at Cabrillo:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Time In/Out							

B. The alternate workplace location is: _____

C. Alternate Workplace Work Schedule – Days and hours when the employee will normally work at the designated alternate work site.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Time In/Out							

Terms

1. The employee agrees to remain accessible by phone, email and/or instant messaging during designated work hours.

Additional hours involving overtime at any workplace must be approved in advance by the supervisor in accordance with current District policies, procedures, and forms. The employee shall not be authorized to work hours that would result in shift differential compensation (see CCEU CBA section 8.2) or weekend work compensation (see CCEU CBA section 7.2.1.2).

2. Duties and assignments authorized to be performed at this alternate workplace are set forth below, and the employee also recognizes that the supervisor reserves the right to assign other appropriate

work at any workplace. Job responsibilities, standards of performance and performance appraisals remain the same as when working on site at Cabrillo College.

-
-
-
-
-
-
3. Recognizing that effective communication is essential for this arrangement to be successful, the following minimum methods and times of communication are agreed upon. The employee shall be responsible for any and all costs associated with such arrangements.

[Specify: who, when, how often, during what time frames, how (phone, instant messaging, Zoom, or other web conferencing, face-to-face, etc.).]

-
-
-
-
-
-
4. The employee agrees to make any arrangements necessary to ensure that the employee is able to apply their full attention to their duties and assignments, during the days and hours that the employee works at the alternate workplace. During the approved hours of teleworking work, the employee shall not be the primary caregiver of any children, adults or elders. Initial here _____ (This provision may be waived by the District for the duration of any shelter-in-place and/or stay-at-home order issued by federal, state or local government or as a temporary accommodation due to any ongoing impacts of the Covid-19 pandemic.)

5. What district equipment or work-related documents will be taken off site?

-
-
-
6. The employee agrees to complete any required teleworking training prior to beginning any telework.
7. All equipment must be installed and maintained by the employee in accordance with the guidelines stated here in and in accordance with Attachment A "Setting Up an In-Home Office."
8. The employee shall report any work-related injuries or accidents to their supervisor as immediately as possible and no later than 24 hours after the incident. The employee agrees to hold the College harmless for any injury, accident, or damages to any third-parties at the alternate workplace.

9. The employee understands that all equipment, records, and materials provided by the College shall remain the property of the College. The employee agrees to use College-owned equipment, records, and materials for purposes of College business only and to protect them against unauthorized or accidental access, use, modification, destruction, loss, theft, or disclosure. The employee will implement steps for good information security in the alternate workplace setting and will promptly check with their supervisor and the IT Department when security matters may be an issue. The employee further agrees to report immediately to the supervisor instances of loss, damage, or unauthorized access.
10. The College will provide for repairs to College equipment when damage to that equipment is incurred by an employee during the course and scope of their job duties and during the employee's work hours. Any damaged or malfunctioning equipment, or any lost or stolen equipment, must be reported immediately to the supervisor and an IT ticket must be submitted. When the employee uses personal equipment, software, data, supplies and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor. The employee understands that, if a replacement device or equipment is necessary, there could be a delay depending upon the equipment and status of inventory, person-power, and workload of the IT department and that any such delay may warrant terminating or suspending the telework agreement for that employee.
11. The employee is responsible for the safety and security of all Cabrillo College issued property, documents, information, equipment or supplies at the employee's alternate work site. This includes maintaining data security and record confidentiality in the same manner as when working at the regular College work site. The employee may not duplicate College-owned software and will adhere to the manufacturer's licensing agreement. The employee agrees and understands that all work done through an internet connection or web-based must be done only through a secure internet or web connection and may not be done through any public/unsecure internet or web connection. The employee is responsible for ensuring their network connection is NOT on an open public network, and their connection must require credentials. Additionally, the employee must perform all work on a Cabrillo-managed device to the fullest extent possible.
12. All College equipment will be returned to the College by the employee for inspection, repair, replacement, or repossession upon request by the supervisor. The employee shall return College property, documents, information, equipment and supplies immediately upon termination, expiration of this Agreement, or upon request by the supervisor.
13. The employee understands that they are solely responsible for any and all tax and/or insurance consequences, if any, of this arrangement and for conformance to any local laws/regulations (including but not limited to local zoning laws/regulations). The College will not provide any individual guidance to the employee regarding potential tax or insurance implications arising from this Teleworking Agreement nor any guidance regarding any local laws/regulations that may apply. Should the employee have any tax, insurance, or legal questions relating to this Teleworking Agreement, the employee is encouraged to consult with their own legal and/or tax professional.
14. This Teleworking Agreement shall be governed by and interpreted according to the laws of the State of California without regard to conflict of laws principles. The employee understands that the College, by allowing the employee to telework, is not authorizing that the employee may permanently move out-of-state and work from an out-of-state primary residence. The employee understands that their employment will be terminated if they permanently move out-of-state or work from an out-of-state primary residence.

15. The employee understands that all obligations, responsibilities, terms and conditions of employment with the College remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement.
16. The employee and supervisor understand that the IT department does not have funding to cover any individual employee teleworking expenses. Cabrillo does not reimburse for costs for internet, phone lines, home utilities, office furniture, or printer/scanner. The employee and supervisor also understand and agree that the IT department will not support any specialized or non-standard equipment needs or requests. Accordingly, any approval of a telework arrangement must take into consideration the employee's existing equipment and whether the department has capacity to fund any additional equipment needed to support an appropriate telework arrangement.

I hereby affirm by my signature that I have read this Teleworking Agreement and I understand and agree to all of its provisions.

Employee Name (Print)

Employee Signature

Date

Supervisor Name (Print)

Supervisor Signature

Date

Vice President/President (Print)

Vice President/President
Signature

Date

Attachment A – Setting Up an In-Home Office

A home office should be in a safe, efficient, and comfortable location. Observe your patterns of movement in and around the work area and avoid high traffic areas of the home.

Primary Considerations:

1. Desk – Sturdy and able to support the weight of any peripheral equipment (computers, printers, etc.). Conventional desks are typically 29” high, computer desks 26” high.
2. Chair – Seat should be adjustable, including the headrest. Height to top of seat from the floor should be between 15 and 25 inches. Back tilt on the chair/lumbar support should be 15 degrees.
3. Lighting – Work lighting should be directed toward the side or behind the line of vision. Bright light sources can diminish the sense of contrast. Overhead lighting is optimal for office work and computer operation.
4. Electricity – Avoid overloading circuits. There should be enough power outlets to support the equipment used. Cover interconnecting cables or place them out of walking paths. Use a surge protector to connect all electronic equipment. Position equipment near outlets. Ensure electrical outlets are grounded.
5. Fire Protection – There should be a smoke detector placed near the work area and any equipment used to support teleworking. The detector should be approved by Underwriter’s Laboratory (UL) and can be tested for proper operation. Smoke detectors should be tested monthly. A 2A10BC fire extinguisher should be available and fully charged. The fire extinguisher should be within 10 feet of the teleworking equipment easily accessible.
6. Emergency Procedures – There should be an evacuation plan. There should be more than one way to exit the workspace (e.g. doors, windows). There should be a fully stocked first aid kit on site.
7. Environment – The work area should be uncluttered and free of tripping hazards. All equipment should be adequately supported and secured to prevent falling. The work area should have adequate lighting. Potentially hazardous chemicals should not be stored in or around the work area.
8. Noise – Avoid and keep distracting sound minimized. Use doors and/or room dividers to control external noises. Use soft background music to maintain productivity and concentration.
9. Protecting data and equipment
 - a. Position equipment away from sunlight and other heat sources
 - b. Place equipment on well-ventilated surfaces and leave space around the item
 - c. Dust equipment frequently
 - d. Do not eat or drink near equipment
 - e. Never place food or beverages on equipment
 - f. Keep magnets, phones, fluorescent lamps, & electrical motors away from computer equipment

Acknowledgement

The College is responsible for ensuring employees have a safe work environment under Cal-OSHA (C.L.C. Section 6401.7(a)2.), and every employee of the District has individual responsibility for their own safety, to work in a safe manner, to immediately report any conditions that the employee knows or should know are unsafe or pose a risk, and to immediately report any accident or injury sustained in the course and scope of employment.

I, _____ certify my home office meets all the requirements in Attachment A.

Employee Signature: _____ Date: _____

Supervisor Acknowledgement: _____ Date: _____

Tentative Agreement for 2020/2021

**Cabrillo Community College District
and
The Cabrillo Classified Employee Union (CCEU)**

Article 11 Health and Welfare (11.2-11.3.2) 2021-2022

11.2 The District shall provide the Stipend for contract bargaining unit members based on their regular annual percentage of assignment.

11.2.1 **Benefit Stipend for Employee Only:** The District shall provide bargaining members with the Stipend for medical and/or dental, life insurance and disability insurance, up to \$12,714.67 per year, calculated based on their percentage of assignment and paid on a monthly basis.

2021-22:

100%, 12 month assignment = \$12,714.67

100%, 10 month assignment = \$12,714.67

75%, 12 month assignment = \$9,563.00

75%, 10 month assignment = \$9,563.00

11.2.2 **Medical Coverage for Employee Plus One Dependent:** The District shall provide bargaining unit members with employee plus one dependent medical coverage, Stipend for medical, dental, life insurance and disability insurance, up to \$24,391.55 per year, calculated on their percentage of assignment and paid on a monthly basis. The stipend shall be calculated in the same manner as 11.2.1.

The Employee Plus One Dependent Stipend for the 2021-22 school year is up to \$24,391.55 per year, calculated based on their percentage of assignment and paid on a monthly basis.

11.2.3 **Medical Coverage for Employee Plus Two or More Dependents:** The District shall provide bargaining unit members with employee plus two dependents medical coverage, a benefit stipend for medical, dental, life insurance and disability insurance, up to \$34,204.20 per year, calculated on their percentage of assignment and paid on a monthly basis. The stipend shall be calculated in the same manner as 11.2.1.

The Employee Plus Two or More Dependent Stipend for the 2021-22 school year is up to \$34,204.20 per year, calculated based on their percentage of assignment and paid on a monthly basis.

- 11.3 **Implementation of Increases in Stipend:** The following reflects the common understanding of the District and CCEU regarding implementation of changes to increases in the Stipend beginning with the 2012-13 academic year.

The 2012-13 Stipend shall be the “base” for calculating such Stipend for 2013-14, and the 2013-14 Stipend shall be the base for 2014-15, etc. This methodology shall be the continuing status quo until there are negotiated changes.

- 11.3.1 **Unit Members With Full Time Regular Assignment** - the 2021-22 Stipend is calculated as follows:

<u>2020-21 Stipend</u>	<u>2021-22 Stipend</u>
Employee: \$12,413.78 + 300.89 (1,01.78/2)	\$12,714.67
Employee + 1: \$23,813.43 + 178.41 (1,156.83/2)	\$24,391.55
Employee + 2: \$23,998.04 + 806.16 (1,612.32/2)	\$34,204.20

- 11.3.2 **Unit Members Who Work a Part-time Assignment** - the 2021-22 Stipend is calculated as follows:

<u>2021-22 Stipend</u>	<u>2021-22 Stipend</u>
75% Employee: \$12,714.67 x 75%	\$9,536.00

The same method of calculation would apply to employee +1 and employee + 2 coverage for members who work a part-time assignment.

Date:

For: Cabrillo Community College District

Date:

Digitally signed by Jessica
Carroll
Date: 2021.07.01
13:40:49 -07'00'

For: Cabrillo Classified Employees Union

Classified M + 1 Salary Schedule

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
28	\$36,727	\$38,563	\$40,491	\$42,516	\$44,642	\$46,874	\$49,217
30	\$38,563	\$40,491	\$42,516	\$44,642	\$46,874	\$49,217	\$51,678
32	\$40,491	\$42,516	\$44,642	\$46,874	\$49,217	\$51,678	\$54,262
34	\$42,516	\$44,642	\$46,874	\$49,217	\$51,678	\$54,262	\$56,975
36	\$44,642	\$46,874	\$49,217	\$51,678	\$54,262	\$56,975	\$59,824
38	\$46,874	\$49,217	\$51,678	\$54,262	\$56,975	\$59,824	\$62,815
40	\$49,217	\$51,678	\$54,262	\$56,975	\$59,824	\$62,815	\$65,956
42	\$51,678	\$54,262	\$56,975	\$59,824	\$62,815	\$65,956	\$69,254
44	\$54,262	\$56,975	\$59,824	\$62,815	\$65,956	\$69,254	\$72,716
46	\$56,975	\$59,824	\$62,815	\$65,956	\$69,254	\$72,716	\$76,352
48	\$59,824	\$62,815	\$65,956	\$69,254	\$72,716	\$76,352	\$80,170
50	\$62,815	\$65,956	\$69,254	\$72,716	\$76,352	\$80,170	\$84,178
52	\$65,956	\$69,254	\$72,716	\$76,352	\$80,170	\$84,178	\$88,387
54	\$69,254	\$72,716	\$76,352	\$80,170	\$84,178	\$88,387	\$92,807
56	\$72,716	\$76,352	\$80,170	\$84,178	\$88,387	\$92,807	\$97,447
58	\$76,352	\$80,170	\$84,178	\$88,387	\$92,807	\$97,447	\$102,319