

Copper Mountain College  
AGREEMENT  
Between  
Copper Mountain Community  
College District  
And  
California School Employees Association  
and its Copper Mountain Chapter 800



Copper Mountain Community College District and California School Employees Association and its Chapter 800 join to create a college culture that is based on a commitment to excellence, focused on service to students, and is dedicated to staff advancement and development.

July 1, 2019 – June 30, 2022

(Latest TAs ratified by CSEA on 3/16/2020, and by CMC on 5/14/2020)

Board Approval: 09/12/2019  
Chapter 800 ratification: 06/20/2019

## Table of Contents

<b>ARTICLE 1:</b>	<b>Recognition-----</b>	<b>3</b>
<b>ARTICLE 2:</b>	<b>Nondiscrimination-----</b>	<b>3</b>
<b>ARTICLE 3:</b>	<b>No Concerted Activities -----</b>	<b>3</b>
<b>ARTICLE 4:</b>	<b>District Rights-----</b>	<b>4</b>
<b>ARTICLE 5:</b>	<b>Association Rights -----</b>	<b>5</b>
<b>ARTICLE 6:</b>	<b>Organizational Security-----</b>	<b>8</b>
<b>ARTICLE 7:</b>	<b>Hours of Employment and Overtime -----</b>	<b>9</b>
<b>ARTICLE 8:</b>	<b>Holidays-----</b>	<b>13</b>
<b>ARTICLE 9:</b>	<b>Vacation-----</b>	<b>14</b>
<b>ARTICLE 10:</b>	<b>Leaves -----</b>	<b>16</b>
<b>ARTICLE 11:</b>	<b>Modified Work Program -----</b>	<b>27</b>
<b>ARTICLE 12:</b>	<b>Evaluation Procedures-----</b>	<b>28</b>
<b>ARTICLE 13:</b>	<b>Vacancies, Transfers, and Promotions-----</b>	<b>29</b>
<b>ARTICLE 14:</b>	<b>Reclassification -----</b>	<b>32</b>
<b>ARTICLE 15:</b>	<b>Layoff and Reemployment-----</b>	<b>34</b>
<b>ARTICLE 16:</b>	<b>Discipline-----</b>	<b>36</b>
<b>ARTICLE 17:</b>	<b>Grievance Procedure -----</b>	<b>39</b>
<b>ARTICLE 18:</b>	<b>Compensation and Benefits -----</b>	<b>42</b>
<b>ARTICLE 19:</b>	<b>Health and Welfare Benefits -----</b>	<b>45</b>
<b>ARTICLE 20:</b>	<b>Professional Growth-----</b>	<b>47</b>
<b>ARTICLE 21:</b>	<b>Subcontracting -----</b>	<b>49</b>
<b>ARTICLE 22:</b>	<b>Release Time-----</b>	<b>49</b>
<b>ARTICLE 23:</b>	<b>Safety -----</b>	<b>50</b>
<b>ARTICLE 24:</b>	<b>Personnel Files -----</b>	<b>51</b>
<b>ARTICLE 25:</b>	<b>Savings and Separability-----</b>	<b>52</b>
<b>ARTICLE 26:</b>	<b>Complete Understanding -----</b>	<b>52</b>
<b>ARTICLE 27:</b>	<b>Term and Duration -----</b>	<b>52</b>
<b>APPENDIX A:</b>	<b>Grievance Form -----</b>	<b>53</b>
<b>APPENDIX B:</b>	<b>Classified Salary Schedule -----</b>	<b>55</b>
<b>APPENDIX C:</b>	<b>Performance Evaluation Report -----</b>	<b>56</b>
<b>APPENDIX D:</b>	<b>Catastrophic Leave Donation Form -----</b>	<b>61</b>
<b>APPENDIX E:</b>	<b>Catastrophic Leave Withdrawal Form -----</b>	<b>62</b>
<b>APPENDIX F:</b>	<b>Professional Growth Application-----</b>	<b>63</b>
<b>APPENDIX G:</b>	<b>Waiver of Lunch/M meal Period -----</b>	<b>64</b>
<b>APPENDIX H:</b>	<b>Overtime/Comp Time Approval Form -----</b>	<b>65</b>
<b>APPENDIX I:</b>	<b>Report/Request of Absence Form -----</b>	<b>66</b>
<b>APPENDIX J:</b>	<b>Reclassification Request Form -----</b>	<b>67</b>
<b>APPENDIX K:</b>	<b>Request For Paid Release Time Form -----</b>	<b>69</b>

## **PREAMBLE**

This Agreement is entered into this 10<sup>th</sup> day of June 2019, by and between the Copper Mountain Community College District Board of Trustees (Board) on behalf of the Copper Mountain Community College District (District) and the California School Employees Association (CSEA or Association) on its own behalf and on behalf of its Chapter 800.

### **ARTICLE I: Recognition**

The Copper Mountain Community College District (District) recognizes the California School Employees Association and its Chapter 800 (CSEA) as the exclusive bargaining representative for the bargaining unit certified by PERB in Case No. LA-RR-1069-E and described as follows:

Included: All full-time or part-time permanent and probationary classified employees.

Excluded: Short term and substitute employees, all management, supervisory and confidential employees.

### **ARTICLE 2: Nondiscrimination**

Neither the District nor the Association shall unlawfully discriminate against any employee on the basis of race, ethnicity, religion, disability, gender, sexual orientation, national origin or age. Nor shall the District or Association unlawfully discriminate against any employee because of his/her participating in lawful Association activities or because of his/her refraining from participating in such activities.

### **ARTICLE 3: No Concerted Activities**

Section 1. The purpose of this clause is to provide for peaceful, harmonious, and uninterrupted services regardless of disputes which arise under this Agreement or outside the scope of this Agreement.

Section 2. Accordingly, during the term of this Agreement and any mutually agreed upon written extension of this Agreement, and in addition to legal restrictions upon and remedies for work stoppages, the Association agrees and understands on behalf of itself and its officers, agents and members that it shall not call, sanction, condone and/or participate in a strike, work stoppage, slowdown, or refusal or failure fully and faithfully to perform job functions and responsibilities, nor will there be compliance with the request of other labor organizations to engage in such activities.

Section 3. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, a slowdown, or other interference with the operations of the District by employees who are represented by

Collective Bargaining Agreement CSEA 2019-2022 updated MAY 2020  
the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

- Section 4. It is understood that, in the event this Article is violated, the District shall be entitled to pursue any and all lawful remedies through available legal and/or administrative forums including, but not limited to, withdrawing any rights, privileges or services provided for in this Agreement, in Board policy, or by Government Code section 3543.1 from any employee and/or the Association.
- Section 5. During the term of this Agreement, or any agreed upon extension thereof, the District agrees not to lock out bargaining unit members.

#### **ARTICLE 4: District Rights**

- Section 1. Except as expressly modified or restricted by a specific provision of this Agreement or a mandatory provision of the California Education Code, it is understood and agreed that the District retains all of its powers and authority to direct, manage and control the District, its operations and employees to the full extent of applicable law, state or federal, and that all statutory and inherent managerial rights, powers, duties, prerogatives and functions are retained and vested exclusively in the District.
- Section 2. Such rights, powers, duties, prerogatives and functions include, but are not limited to, the rights, in its sole and exclusive judgment and discretion to: determine its organization, to determine the number of employees to be employed, to hire employees, determine their qualifications and assign and direct their work; to counsel, reprimand, discipline and dismiss its employees; determine the kinds and levels of services to be provided as well as the methods and means of providing them; to determine the times and hours of operation, set the starting and quitting times for on-duty and/or on-site hours; to maintain the efficiency and flexibility of operations; to determine the personnel, methods, means, equipment and facilities by which operations are conducted; to establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; to establish and maintain standards of productivity in terms of educational attainment and achievement, both qualitatively and quantitatively; determine the kinds of personnel required; to use consultants, to subcontract all or a portion of services not normally and customarily performed by unit members only in accordance with this Agreement, with applicable state law(s) and per state education code requirements; to open, close, move or transfer facilities and/or operations; to expand, reduce, alter, combine, transfer, assign, reassign, or cease any department, operation or service; to control and regulate the use of instructional materials, equipment, utilities, facilities, instruments of communication; to introduce new or improved research, instructional methods, techniques, materials and equipment; to determine the curriculum; build, move, add or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; to issue, amend and revise policies, rules, regulations and practices; and generally to take whatever action is necessary, advisable or appropriate to determine, manage and fulfill the District's mission; to classify, assign, reassign, evaluate, promote, non-reelect and layoff employees; and to take any action in the event of an emergency including, but not limited to, amending, modifying or rescinding provisions of the Agreement, and policies

Collective Bargaining Agreement CSEA 2019-2022 updated MAY 2020  
or practices thereunder, limited, however to the duration of the emergency. The determination of whether an emergency exists is solely within the District's discretion and is expressly excluded from the provisions of the Agreement's Grievance Procedure; indeed the entire operation of this Article is specifically excluded from the Grievance Procedure.

- Section 3. The District defines an emergency as: a temporary situation in which the health and safety of students, employees, and community members and/or District facilities are in peril and extraordinary actions are necessary in order to immediately address the emergency. Examples of "Emergencies" include but are not limited to the following: natural disasters, act of war or terrorism, declaration of martial law, insurrection, revolution, flood, earthquake, fire, epidemic, plague, or utilities failure. The determination of whether an emergency exists is solely within the District's discretion.
- Section 4. The exercise of the foregoing 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 the Agreement (such limitation shall not apply in case of emergency), and then only to the extent such specific and express terms are in conformance with law.
- Section 5. The District's failure to exercise any right, prerogative, or function specifically or implicitly reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with express provisions of the Agreement.
- Section 6. The entire operation of this article is specifically excluded from the Grievance Procedure.

## **ARTICLE 5: Association Rights**

- Section 1. Subject to reasonable rules and regulations, Association shall have the right to use school buildings, facilities, equipment for Association activities only outside established work time, except:
- a) When an authorized Association representative secures advance permission from the Superintendent or his/her designee for use of school facilities within established work time;
  - b) When Association activities do not interfere with school program or duties of unit members;
  - c) When Association activities do not interfere with the rights of employees to refrain from listening to or speaking with Association representatives.
- Section 2. The Association shall have the right to post notices with an appropriate Association identification, regarding activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each college building in areas frequented by unit members. Association may use the District employee email and mailboxes for communications to unit members. Association use of District e-mails

Collective Bargaining Agreement CSEA 2019-2022 updated MAY 2020  
shall be limited to the following: Notice of Meetings, Agenda for Meeting, Minutes of Meeting, general Chapter business communications and updates, confirming a meeting with a District representative, or a limited distribution communiqué between an authorized Chapter officer and a District representative; also permitted are communications between the designated CSEA labor relations representative and unit members, Chapter officers and unit members, and/or District representatives concerning CSEA business or representational issues. The Association will not use e-mail to denigrate the District or its personnel and will observe the prohibitions of Education Code section 7054.

- Section 3. Authorized representatives of the Association shall be permitted to transact official Association business on college property when it does not interfere with the college program or duties of the unit members.
- Section 4. The Association agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by Association activities.
- Section 5. Association officers shall have the right to attend board agenda review meetings. The District shall distribute copies of the board packet to the CSEA chapter president, one (1) copy to the Chapter President's designee whose name will be forwarded to the District each January 30<sup>th</sup>. One (1) copy will be sent to the assigned CSEA staff person, if requested. Such copies of the board packet shall be sent at the same time it is distributed to other recipients preceding a regular scheduled Board meeting. Subject to the needs of the District, the Association may utilize the District copy center.
- Section 6. The District will provide the Association with an updated seniority list based upon date of hire by October 31 of each year and prior to any layoff.
- Section 7. The District shall grant release time without loss of compensation or benefits for those unit members elected per Association policy to attend the CSEA annual conference as delegates.
- Section 8. At the beginning of each calendar year or whenever changes occur the Association will provide the District with a list of its then current elected chapter officers and those unit members appointed by CSEA to statewide committees. Subject to advance notice, such officers or committee members shall be released without loss of compensation to attend to Association business or to attend the statewide committee meeting or meetings. The Association shall reimburse the District for all compensation, including retirement contributions, paid the employee on account of such leave(s), as stated in Education Code 88210. The District shall grant a leave of absence, without loss of compensation, to a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the Association. The Association recognizes that the size of the District means that the absence of employees can impact the District's ability to function effectively and therefore agrees to take that factor into consideration in making appointments. Such consideration can include limiting the number of appointments from each department.
- Section 9. When the District requires an authorized Association representative to attend a meeting with the District representatives during the employee's work time then that

employee shall be released without loss of compensation for the purposes of such meeting; if such meeting is held during the employee's off duty time then the employee shall be paid for actual time spent at the meeting. An authorized Association representative voluntarily attending such meeting on his/her off duty time shall not be compensated therefore. When an authorized Association representative initiates holding a meeting and the meeting is during off duty time then the employee shall not be paid therefore.

- Section 10. Notices required to be sent by this Agreement or by law shall be delivered either by hand, by interoffice mail, or by first class mail to the chapter president's last known address and to the labor relations representative by e-mail, or, where e-mail is not feasible, by first class mail.
- Section 11. No agreements between the parties, which modify this Agreement, shall be binding upon the Association unless and until such agreement has been properly ratified by the chapter membership.
- Section 12. A copy of this Agreement and any subsequent collectively negotiated agreements shall be provided by the District to each bargaining unit member within 30 working days after ratification by both parties. The cost thereof shall be borne by the District.
- Section 13 The District shall provide CSEA notice of any newly hired employee within the first month of employment with the following employee information: full name; date of hire; classification and title; work site location(s). CSEA will maintain the privacy of the employee's information.

"Newly hired employee" includes all employees who are or have been previously employed by the District and whose current position places them in the bargaining unit represented by CSEA. For these employees, the "date of hire" is the date upon which the employee was placed in the bargaining unit.

The District shall include the CSEA membership packet in any employee on-boarding packet of District materials provided to any newly hired employee. CSEA shall provide copies of the CSEA membership packet to the District for distribution.

The Association shall be given the opportunity for up to two representatives on release time to attend District orientation meetings for new classified employee(s). Time, not to exceed 30 additional minutes, will be allotted to the Association at the end of the orientation to meet with the new employee(s) who may remain on paid time. Time allotted to the Association shall not be counted against the total hours allotted for Presidential Paid Release Time contained elsewhere in the collective bargaining agreement. During CSEA's orientation session, no District manager, supervisor, or non-unit employee shall be present unless requested by the unit member or Association. The CSEA Labor Relations Representative may attend the orientation session.

In the event the District does not schedule at least one orientation each primary term (meaning, Fall or Spring semester) for new classified employee(s), CSEA shall have the right to conduct an orientation session for unit members once per primary term that shall last no longer than thirty (30) minutes. No more than two unit members shall be

released to provide the orientation to the new classified employees. The CSEA Labor Relations Representative may attend the orientation session. The CSEA orientation session date and time shall be approved by the District to ensure it does not interfere with daily operations.

## **ARTICLE 6: Organizational Security**

### **Section 1. Payroll Deduction**

The Association shall have the exclusive right to payroll deduction for Association dues, initiation fees, agency fees and CSEA sponsored benefit programs payable to CSEA. Dues and/or fees withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. A list of bargaining unit members for whom deductions are being made shall be forwarded to the CSEA Chapter 800 President or designee. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) workdays or more after such submission.

Deductions for members of the bargaining unit who commence duties after the school year and therefore are not subject to deductions until after the beginning of the school year shall be prorated in such a manner that the employee will pay dues or fees only in proportion to the number of months during the academic year in which the employee is a member of the Association or otherwise subject to the terms of the Article. Any fraction of a month shall be counted as a full month.

**Section 2.** The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

**Section 3.** The District's managers, supervisors and confidential employees shall be either positive or neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

**Section 4.** Any unit member who does not utilize the provisions of paragraph 1 above, may arrange to pay dues or service fees directly to the Association in lieu of having such fees deducted from his/her salary warrant; in the event such unit member is delinquent in payment of fees, the Association shall so notify the District in writing and request that the District initiate involuntary deductions pursuant to paragraph 8 below.

**Section 5. Separation From Unit**

The provision of the Article 6, Section 1 shall not apply during periods when an employee is in out-of-pay status for more than thirty (30) days. If an employee is subsequently compensated for time originally or previously identified as out-of-pay status, the employee's appropriate and regular representational dues or fees for this time shall be deducted and paid to the CSEA.

**Section 6. Changes in Dues**

Any changes in dues will be submitted to the District, in writing, fifteen (15) days prior to the effective date of such changes.

**Section 7. Forfeiture of Deductions**

If the balance of an employee's wages in any one pay period, after all other involuntary and insurance premium deductions are made, is not sufficient to pay deductions required by this agreement, no such deduction shall be made for that period. However, the dues for that pay period remain due and payable by the employee, and the dues for that pay period will be deducted over the next four (4) months.

**Section 8**

CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

## **ARTICLE 7: Hours of Employment and Overtime**

**Section 1. Workweek:** For purposes of this Agreement, a regular workweek for full-time employees shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis. This Article in no way implies any conflict with the District's exclusive right to establish days and hours to be worked for all positions. This article shall not conflict with any laws of the state of California or the federal government regarding hours worked.

**Section 1.1.** Any potential change of an employee's workweek or shift times shall not be proposed for the purpose of avoiding payment of overtime.

**Section 1.2.** If the District establishes a workday of less than eight (8) hours but seven (7) hours or more and a workweek of less than forty (40) hours but thirty-five (35) hours or more for all its classified positions or for certain classes of classified positions, all time worked in excess of the established workday and workweek shall be deemed overtime.

**Section 2. Workday:** The regularly scheduled workday for a full-time employee shall be eight (8) hours. For part-time employees, the length of the workday shall be designated by the District for each such classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertained minimum number of hours.

Section 3. Overtime: Overtime shall be defined as assigned and authorized work performed during hours actually worked in excess of eight (8) in any one workday and/or forty (40) in any one workweek except as defined in section 1.3 above. No employee shall work more than twelve (12) hours per day or sixty (60) hours per week. Overtime hours shall be compensated for at the applicable rate. Overtime shall be paid at the next regular pay cycle.

Section 3.1. Distribution of Overtime or Extra Time: The parties recognize that exact equal distribution of overtime cannot be measured. When requested, the District shall post a seniority list for each classification in each department and shall rotate all assignments within the department. The District shall offer overtime or extra time first to bargaining unit employees in their same classification by seniority order, and then to bargaining unit members who are qualified for such work and then, should no bargaining unit member accept the assignment, the District may assign from the substitute list. When an employee is absent on an authorized vacation or compensatory leave, the employee shall not be offered overtime, unless the employee has provided written notification that he or she wants to be offered overtime or extra time during his or her vacation. Notification must be provided for each approved vacation request.

Section 3.2. For purposes of this Article only, time worked includes time during which a unit member is excused from work for holidays, sick leave, vacation, compensatory time off, or other paid leave of absence; overtime for a unit member absent from work for other reasons shall be governed exclusively by the eight (8) hour requirement.

Section 3.3. All hours actually assigned and worked on a holiday as designated by this Agreement, with the exception of floating holidays, shall be compensated for at the applicable overtime rate either in wages or compensatory time in addition to holiday pay for which the employee may be eligible.

Section 3.4. Whenever a supervisor and/or District representative knowingly suffers or permits a unit member to work overtime, such work shall be compensated for at the applicable overtime rate.

Section 3.5. An employee shall elect whether his or her overtime work shall be paid for in compensatory time off in lieu of cash compensation for overtime. Compensatory time off shall be taken, when possible, within thirty (30) days from the date compensatory time was earned, but in no case shall it be taken after twelve (12) months from the date it was earned. When an employee is requesting relevant leave, compensatory time will be exhausted before vacation leave is used. At the end of twelve (12) months, the unit member shall be paid for compensatory time earned but not taken. No more than 240 hours compensatory time off may be accumulated; this is equivalent to 160 overtime hours worked.

Section 3.6. During the summer months the District may establish a ten (10) hour per day forty (40) hour, four (4) consecutive day workweek. The condensed summer schedule will apply to all classified employees. Employees may elect to work their normal daily amount of hours or use vacation or compensatory time to retain their full paycheck. Only employees with less than one year of vacation accrual may use leave without pay to account for a full work week. Full time (40 hour) employees must select a ten (10), nine (9) or eight (8) hour work schedule. A nine (9) hour work schedule using unpaid leave is not an option; a nine (9) hour work schedule requires the use of one hour per day of earned paid leave. All CSEA members who receive differential pay shall retain their differential pay during the duration of the summer schedule. Overtime shall be paid for all hours worked in excess of the ten (10) hour day or forty (40) hour workweek. Work performed on a fifth, sixth and/or seventh day shall be compensated for at the applicable overtime rate. For those employees who do not work the extended work day, agreements between supervisors and employees regarding daily schedules will give due consideration to District workload demands, individual employee's preference, and availability of other employees.

Section 3.7. Outside of the summer schedule, the District may propose to establish an alternate work schedule for all or certain classes of employees or for employees within a class when, by reason of the work location and/or duties actually performed by such employees their services are not required for a workweek of five (5) consecutive days. The use of this section shall be negotiated with CSEA prior to commencement.

Section 4. Lunch Periods: An hourly employee scheduled to work five (5) hours or more per day is required to take an unpaid lunch period (duty-free meal period) of not less than one-half (1/2) hour. An employee working seven (7) to eight (8) hours per day may be given an unpaid lunch period (duty-free meal period) of one (1) hour. An employee working more than ten (10) hours per day is required to take an additional meal period of not less than one-half (1/2) hour. Lunch periods should occur approximately at the midpoint of the shift or as close as practical, but must be provided within the first four (4) hours and fifty-nine (59) minutes of the workday. Employee supervisors and managers have the right to coordinate lunch periods to best meet the needs of the students and the department. Lunch periods cannot be combined, skipped, or saved. Lunch periods are duty-free.

Section 4.1 Lunch Period Waiver: An employee who works a shift of six (6) hours or less may voluntarily agree to waive the right to a meal period. Similarly, if an employee works a shift of twelve (12) hours or less, the employee may voluntarily agree to waive the second meal period (if the first meal period has not been waived). A valid meal period waiver must be in writing and explicitly state that the employee can revoke the waiver at any time. In addition, an employee may voluntarily agree to take a paid "on-duty" meal period (in which the employee is not relieved of all duty) if the District and the Association determine that the nature of the employee's work prevents the employee from being relieved from all duty.

- Section 5. Rest Periods: An hourly employee scheduled to work three and one half (3.5) hours or more per day but less than six (6) hours per day, is required to take one (1) paid fifteen minute rest period. An employee scheduled to work six (6) hours or more per day is required to take two (2) paid fifteen (15) minute rest periods. An employee scheduled to work ten (10) hours or more is required to take an additional paid fifteen (15) minute rest period. Rest periods are designed to “break up” a shift and should be taken as they are designed. Employee supervisors and managers have the right to coordinate rest periods to best meet the needs of the students and the department. Rest periods cannot be combined, skipped, or saved. District management may, under extenuating circumstances, require an employee to work through his/her rest break. Any employee required to work through his/her rest break shall be entitled to a rescheduled break as soon as practical following the originally scheduled rest period.
- Section 6. Callback Pay: In the event an employee is called back to work or directed to work offsite, either via phone, text, or email following completion of his/her regular shift, said employee shall be compensated for all additional time worked, with at a minimum of two (2) hours' paid at the applicable rate of pay.
- Section 7. Minimum Call-In-Time: In the event an employee is called in to work or directed to work offsite, either by text, email or phone on a day when the employee is not otherwise regularly scheduled to work, said employee shall receive a minimum of two (2) hours' pay at the applicable rate of pay.
- Section 8. Callback/Call-In Mileage: On a callback or call-in, the employee shall be reimbursed for mileage at the applicable District rate.
- Section 9. Emergency Closure: if the President or designee declares an emergency on a scheduled work day and the District's site(s) is/are closed, classified personnel shall receive regular pay whether or not they are required to report for duty that day. Should a classified employee's supervisor and/or other District representative require them to report to work on a day of emergency closure, the classified employee shall be compensated at one and one-half (1 ½ ) their normal hourly rate for all hours worked that day.
- Section 10. Flexible Work Hours: Unit members may request a change in assigned work hours or work days. The requested change is subject to the approval of the unit member's immediate supervisor and appropriate Administrator. Any requested change in hours or days worked must accommodate the intended duties and responsibilities of the unit member's position. Changes requested by the unit member under this section shall be in writing, shall include the period during which the alternate schedule is in effect, and have the required approvals prior to any changes.
- Section 11. Temporary Rescheduling: The District may request a temporary change in assigned work hours or work days. The requested change is subject to the approval of the unit member. Any requested change in hours or days worked must accommodate the intended duties and responsibilities of the unit member's position. Changes requested by the District under this section shall be in writing, shall include the period during which the alternate schedule is in effect, and be signed by the unit member. In the event the unit member does not agree, the District may offer extra assignments and/or overtime per Section 3.1 of this Article.

Section 12. Limited Subcontracting: Notwithstanding the limitations on subcontracting per Article 21, in the event that all available qualified bargaining unit members are already utilized to work overtime and/or extra assignments, have been contacted and failed to respond timely, or have declined the assignment, then the District may contract such work to private, for-profit contractors for the duration of those particular shifts only.

## **ARTICLE 8: Holidays**

Section 1. The Board of Trustees will annually designate the holiday schedule. Unit members shall be entitled to the following paid holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
Winter Holiday (2 days)  
Floating Holiday in Lieu of Admission Day\*  
Spring Break Day\*\*

\*The parties have agreed to designate a floating holiday as the day off in lieu of Admission Day.

\*\*The parties agree to designate Spring Break Day as the Friday during Spring Break in lieu of Cesar Chavez Day.

Section 2. The following conditions shall apply to the Floating Holiday:

- a) The employee shall provide his or her immediate supervisor with at least two (2) weeks notice prior to taking such holiday.
- b) Employees are encouraged to, but not required to, schedule their floating holiday so as to provide themselves with at least a three (3) day weekend.
- c) Employees are encouraged not to request the floating holiday during a traditional or scheduled peak work load period; under compelling circumstances the District can deny the request where to grant it at a particular time would substantially interfere with the District's ability to do its work; under such circumstances the employee and immediate supervisor shall mutually agree on an alternate date.
- d) Such days are not cumulative; they must be scheduled and taken during the applicable fiscal year.

- Section 3. All legal holidays are designated in accordance with Education Code Sections 79020, 79021, 88205 and 88205.5.
- Section 4. All classified bargaining unit members shall receive paid holidays during the winter break closure.
- Section 5. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday will be observed as the holiday with the exception of Lincoln's birthday which will be observed to coincide with the adopted school schedule in accordance with Education Code Section 79020. District offices will be closed on Board-approved holidays and no classes will be held on those days.
- Section 6. To qualify for holiday pay, an employee must be in paid status on the day before or the day after the holiday. Holidays are paid at the employee's regular rate of pay. Unit members required to work on any scheduled holiday will be paid compensation or given compensatory time off at a rate at least equal to time and one-half (1½) the regular rate of pay in addition to the regular pay received for the holiday.
- Section 7. Substitute Holidays – Employees who regularly work less than 40 hours or who work a regular work week other than Monday through Friday shall be entitled to holiday pay equal to the compensation that they would have received had they worked that day. When the holiday falls on a normally scheduled day off, the employee will notify the supervisor in advance and mutually agree to a substitute, alternate day within that work week. The employee shall be entitled to compensation for that substitute, alternate holiday equal to the compensation that the employee would have received had they worked that day. Holiday pay shall not be disbursed such that an employee's total work week and/or assigned work day exceeds that employee's normally scheduled work week.

## **ARTICLE 9:      Vacation**

- Section 1. Bargaining unit members may take vacation days only after securing advance approval from their immediate supervisor using the District approved vacation request form.
- Section 2. Employees should request vacation as far in advance as possible to ensure that their leave request can be accommodated. Vacation must, however, be submitted to the immediate supervisor no less than two (2) weeks in advance of the first day of requested vacation. Supervisors will notify employees within three (3) working days, after receipt of the request, if the vacation is approved or denied. If the vacation is denied due to District or Department operational needs, the Supervisor shall provide a written explanation for the denial and the unit member and supervisor will mutually agree on a vacation schedule. Requests for vacation shall not be unreasonable denied.

Section 3. Full-time (40 hours) bargaining unit employees earn vacation leave at the rate of:

<u>Year of employment</u>	<u>Vacation days per month</u>
0 – 3 years inclusive	1.00 work days
4 – 9 years inclusive	1.25 work days
10-15 years inclusive	1.67 work days
16-20 years inclusive	1.75 work days
21 years and over	1.83 work days

Section 4. Classified employees working less than forty (40) hours per week earn vacation pro-rated based on the number of hours of scheduled work per week in relation to the number of hours for a full-time employee.

Section 5. Probationary Employees

Section 5.1 Upon initial employment, probationary employees shall accrue vacation time as follows:

- a) On the first of the month if the employee starts work on the 1<sup>st</sup> of the month or between the 1<sup>st</sup> and 15<sup>th</sup> of the month.
- b) On the first of the following month if the employee starts work between the 16<sup>th</sup> and the end of the month.

Section 5.2 After the first six (6) months of initial employment, the employee's vacation will become vested.

Section 5.3 Upon completion of the probationary period, the employee's vacation will be posted to the bargaining unit member's account based on the projection for the remainder of the fiscal year.

Section 6. Vacation leave is posted to each permanent bargaining unit member's account at the beginning of the fiscal year projecting the vacation to be earned for that fiscal year.

Section 7. Annual vacation leave should be taken within the twelve (12) month period in which the vacation is earned. At no time may an employee have a total balance of earned vacation in excess of one and one-half (1.5) times his or her current annual accrual rate. The District may at any time, with prior notification to the employee, pay the employee for accrued but unused vacation in excess of one and one-half (1.5) times his or her annual accrual rate. Each fiscal year, the District may require employees to take five (5) days of vacation leave. The employee's supervisor will work with the employee to schedule five (5) days in a manner that will work with District operations and the employee's preference.

Section 7.1. Between June 1 and June 15 of each year, employees and/or the District shall be able to request that any unused vacation over one and one-half (1.5) times his/her annual earned accrual be paid out. It shall be paid on the next regular payroll.

Section 7.2. Bargaining unit members may request relaxation of the vacation balance caps for special circumstances. Such requests shall be granted at the discretion of the Chief Human Resources Officer.

Section 8. No vacation will be accrued for periods when the unit member is on an unpaid leave of absence.

Section 8.1. Upon return from an unpaid leave of absence, vacation will accrue as follows:

- a) On the first of the month if the employee returns to work on the 1<sup>st</sup> of the month or between the 1<sup>st</sup> and 15<sup>th</sup> of the month
- b) On the first of the following month if the employee returns to work between the 16<sup>th</sup> and the end of the month.

Section 9. Upon separation from service, an employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment shall not be entitled to such compensation because earned vacation does not vest during the first six (6) months of employment. Bargaining unit members who separate from the District and who have used unearned vacation hours will have that vacation leave deducted from their final check.

Section 10. Authorized holidays occurring during the vacation period will be counted as holidays and not vacation time.

Section 11. Permanent unit members shall be allowed to interrupt or terminate a vacation leave in order to begin another type of paid leave without return to active service, provided the unit member supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

Section 12. The minimum time that can be charged against vacation time is one (1) hour.

## **ARTICLE 10: Leaves**

### **Section 1. General Provisions**

Section 1.1. A leave of absence is an authorization for an employee to be absent from duty for a specific period of time and for an approved purpose.

Section 1.2. The benefits, which are expressly provided by this Article, are the sole leave benefits that are a part of this Agreement.

Section 1.3. A condition of each leave of absence is that any required license or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the employee whenever practical.

Section 1.4. Employees on a paid leave of absence, unless otherwise provided herein, shall receive wages and health and welfare coverage and retirement credits the same as if they were not on leave.

- Section 1.5. Employees on an unpaid leave of absence may be allowed to remain on continued health, dental and vision coverage at their own expense.
- Section 1.6. Utilization of paid leave provisions under this Article for whole or partial day(s) shall be deducted from an employee's leave entitlement.
- Section 1.7. It is agreed that an employee who is absent from work other than designated holidays, vacation or other authorized leave provisions of this Agreement is taking an unauthorized absence. The District may withhold a salary amount equal to the employee's established daily rate for unauthorized absences. As an alternative to withholding salary from the employee as explained above in this paragraph, the employee may be subject to disciplinary action. (See Article XVI, Discipline)
- Section 1.8. Most leaves require advance authorization; where, pursuant to the terms of this Agreement, leave is not approved in advance, immediately upon return to work, the employee shall complete the appropriate District form verifying his/her absence and submit it to their supervisor.
- Section 1.9. If the District has reason to believe that there has been an abuse of leave privileges, the District may require the employee to verify a leave of absence.
- Section 1.10. Employees shall notify their immediate supervisor or designee as far in advance of all absences as practical; except for emergency, under no circumstances shall notice be less than thirty (30) minutes prior to the start of their shift. Employees shall indicate the reason for their absence and the intended date of return.
- Section 1.11. Notice of Return: At least five (5) working days prior to the end of any leave of thirty (30) or more calendar days, the unit member on leave must submit in writing to the Human Resources Office, notice of the unit member's intent to return to work, or a request for further leave, or a letter of resignation.
- Section 1.12. Misuse of Leave: A unit member may take a leave of absence only under the provisions specified in this section. Unauthorized leaves may result in loss of pay or disciplinary action under, Article XVI, Discipline. Leaves of absence shall not be used for strikes, walkouts, or any other form of concerted action related to employment. Leaves of absence are not for the purpose of working elsewhere; unit members who accept positions in other school districts while on leave without express written approval of District administration may be deemed to have abandoned District employment and may be subject to disciplinary action up to and including dismissal.
- Section 1.13. Domestic Partner: Wherever in this Article the word "spouse" is utilized it shall be interpreted and applied to include Registered Domestic Partner.

Section 2: Sick Leave

- Section 2.1. The purpose of sick leave utilization shall be for illness, injury, diagnosis, care, or treatment of an existing health condition of or preventative care for, and employee that prevents the employee from being able to fulfill his or her work duties and responsibilities.
- Section 2.2. A unit member employed for forty (40) hours per week, twelve (12) months per year shall be granted ninety-six (96) hours of leave of absence annually for illness or injury. Every employee who works less than forty (40) hours per week and/or less than twelve (12) months per fiscal year shall have their leave earnings prorated. Unused accrued sick leave shall be carried over from year-to-year.
- Section 2.3. Each unit member, at the beginning of the unit member's work year, shall be eligible for the number of sick leave days corresponding to the number of months and hours in the unit member's assignment. However, a newly employed probationary employee shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- Section 2.4. A unit member may utilize sick leave for pregnancies or disabilities caused or contributed to by pregnancy and/or recovery.
- Section 2.5. A doctor's certificate or other proof of illness or disabling conditions may be required by the District for any illness or disabling condition in which the absence is four (4) days or more. Additionally, the District reserves the right to require verification whenever it has reason to believe that there has been an abuse of leave, misuse of leave, or a pattern of absences or excessive absences on the part of an individual employee or group of employees under this section of the Agreement. Such verification requests or requirements must be within legal limits governing privacy of medical information. Physician verification and leave request forms should be submitted to the Human Resources Office as soon as the requirement for such leave is known. Upon the first day of return to duty the employee should submit proof from their treating physician that they may return to their normal duties with or without accommodation.
- Section 2.6. Pay for illness/injury leave shall be the same as the regular pay that would have been received had the unit member served during his/her regularly scheduled workday provided unused illness/injury leave hours are accrued to the employee.
- Section 2.7. Unit members who have exhausted their accumulated sick leave will be entitled to differential sick leave for a period, which when combined with accumulated sick leave, shall not exceed 100 working days. When using such leave the unit member shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary. These days of

Collective Bargaining Agreement CSEA 2019-2022 updated MAY 2020  
differential sick leave shall be counted as of and run concurrently beginning with the first day of absence due to illness or injury.

- Section 2.8. An employee who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from his/her final check.
- Section 2.9. Unit members may use up to one-half the amount of their annual sick leave they would accrue in any one year to attend to an illness of a child, parent, spouse, or domestic partner. (See Labor Code sec. 233)
- Section 2.10. When all applicable leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When medically available during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which cases, he/she shall be listed in accordance with appropriate seniority regulations.

Section 3: Industrial Injury or Illness Leave

- Section 3.1. Unit members are responsible for immediately reporting an industrial injury or illness to the immediate supervisor or manager. Unit members shall be granted paid leave for absences caused by industrial injury or illness.
- Section 3.2. Total allowable leave shall be sixty (60) working days for any one (1) industrial accident or illness during any one (1) fiscal year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only those days remaining, if any, of the allowable sixty (60) working days leave. Such leave is not accumulative and, for eligible absences, shall begin on the first day of absence.
- Section 3.3. The District may require verification of the need for Industrial Injury or Illness leave in writing from a doctor or may utilize the written opinion (s) of medical experts.
- Section 3.4. During the first sixty (60) working days of verified industrial injury/illness leave, the injured unit member shall be paid their full salary.
- Section 3.5. Industrial injury/illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation awarded under Workers' Compensation.
- Section 3.6. When an industrial injury/illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of the unused portion of the sixty (60) days leave due for the same illness or injury.

Section 3.7. When the sixty (60) day leave period has expired and the employee is still disabled, accumulated sick leave benefits, vacation, and compensatory time, which, when added to his/her temporary disability indemnity will result in payment to him/her of not more than his/her full salary. During such period of temporary disability as long as the employee has sick leave, vacation, or compensatory time off available for his/her use, the District shall require that the temporary disability check be endorsed payable to the District.

Section 3.8. When all applicable leaves of absence, paid or unpaid, have been exhausted, and if the unit member is not medically able to assume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When medically available during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case, he/she shall be listed in accordance with appropriate seniority regulations. A unit member who has been placed on a reemployment list, who has been medically released for return to duty and who fails to accept an appropriate assignment, may be terminated.

Section 3.9. A unit member shall be deemed to have recovered from an industrial injury/illness and thereby able to return to work with reasonable accommodations at such time as the attending physician verifies there has been a recovery.

Section 3.10. During periods of injury or illness, any unit member receiving benefits as a result of this section, shall remain within the State of California. Approval for travel outside the state must be obtained from the District. Failure to obtain such approval may result in a loss of benefits as provided in this section. Requests for travel outside the state of California shall be considered satisfied if the unit member submits such request to the Human Resources Office. In addition, unit members who, as delegates, attend CSEA's annual Conference out of the state are considered granted permission for travel outside of the state.

#### Section 4: Personal Necessity Leave

Section 4.1. Employees may utilize up to seven (7) days of accumulated sick leave for purposes of personal necessity. Such leave is not available for purposes of extending a holiday, weekend or vacation, nor for matters of purely personal convenience nor for withholding of services from the District.

Section 4.2. Payment of personal necessity leave shall be made only upon completion of a District payroll form stating the reason for the absence.

Section 4.3. The reasons for which leave may be taken are listed below. Advance permission is requested but not required for leave taken under items a), b), c), d) and e) below:

- a) Death or serious illness of a member of the immediate family.
- b) Accident, involving the employee or his/her property, or the person or property of a member of the employee's immediate family. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably disregard, and (3) require the attention of the unit member during such unit member's directed hours of service.
- c) An appearance of the unit member in court as a litigant or as a witness under an official order, or subpoena or jury duty provided that the District is not an adverse party in the proceedings. The unit member is expected to return to work in cases where the unit member is not required to be absent the entire day.
- d) Family emergencies.
- e) Emergency administration of estate problems involving the employee's immediate family.
- f) Matters of compelling personal importance.

Section 4.4. For purposes of this clause, "immediate family" means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister of the employee or the spouse, former legal guardian of the employee or the spouse, or any relative living in the immediate household of the employee.

Section 4.5. Subject to all the provisions herein, two (2) of the seven (7) days may be utilized for personal necessity which may not meet the specific criteria set forth in Section 4.3 a) through e) above.

## Section 5: Bereavement Leave

Section 5.1. Classified unit members are entitled to paid bereavement leave in the event of the death of a member of the immediate family as follows:

- a) Up to three (3) days for death of an immediate family member; as defined in 4.4 above.
- b) Up to five (5) days in the event of death of the unit member's spouse or dependent child;
- c) Except for circumstances described in paragraph b), if travel of more than 200 miles one way is required to attend or arrange for the funeral, up to an additional two (2) days will be granted.

- d) If bereavement leave in excess of the authorized amount is requested it may be charged to available personal necessity leave.

Section 5.2. For purposes of this clause, "immediate family" means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister of the employee or the spouse, former legal guardian of the employee or the spouse, or any relative living in the immediate household of the employee.

Section 6: Jury Duty

Section 6.1. Employees shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty service.

Section 6.2. The District shall pay the employee's regular rate of pay.

Section 6.3. The employee shall pay the District the amount he or she receives as jury duty pay. Any meal, mileage or parking allowance provided to the employee shall not be considered as jury duty pay and the unit member may retain such payments.

Section 6.4. A unit member called for jury duty service who was required to serve at least fifty percent (50%) or more of their regular assigned hours at jury duty that day shall contact and inform his/her supervisor upon release but shall not be required to report to work for the balance of the day unless there is an emergency. However, no unit member shall be required to work more than their regularly assigned hours when combined with the hours of jury duty service. The unit member will be required to submit a jury duty slip as proof of service.

Section 7: Court Appearance Leave

Court Appearances are as defined and covered under the Personal Necessity Leave Article except that employees subpoenaed by the District shall be released from duties without loss of compensation.

Section 8: Health Leave (Unpaid)

The Governing Board may, in its sole judgment and discretion, grant unpaid health leave(s) to permanent employees subject to the provisions of Education Code Section 88195.

Section 9: Parenthood Leave

Section 9.1. In addition to utilizing personal necessity leave, a parent may take up to three (3) days paid leave of absence in connection with the birth of one's child.

- Section 9.2. In addition to utilizing personal necessity leave, an adoptive parent or parents may take up to three (3) days paid leave of absence in connection with the actual adoption, i.e., taking home, of their child.
- Section 9.3. A unit member may request and be granted an unpaid leave of absence up to one (1) year for purposes of childrearing in connection with a newly born, infant or adopted child. The unit member's request shall be made in writing at least ten (10) working days prior to the anticipated starting date of the parenthood leave. An additional six (6) months leave may be granted upon the unit member's request. The unit member must notify the District at least one (1) month prior to returning from leave. Such leave shall run concurrently with and be counted toward Family Medical Leave Act (FMLA) to the extent the employee is eligible.
- Section 9.4. Time spent on such leave does not count toward seniority or salary advancement. During such portion of the leave that is not subject to FMLA the unit member may maintain enrollment in the District group health insurance programs by paying the full cost of the premium for such benefits. The unit member shall be returned to work in the same classification as held when the leave began, but is not necessarily entitled to be placed in the precise position held when the leave began.

#### Section 10: Military Leave

An employee shall be entitled to military leave as provided by applicable state or federal law and shall retain all rights and privileges granted by such law or laws and arising out of the exercise of military leave, including, but not limited to applicable reinstatement rights.

#### Section 11: Study Leave

- Section 11.1. A permanent unit member may, subject to District approval, be granted a leave of absence without pay, not to exceed one and one-half (1.5) years for the purpose of permitting study by the unit member for the purpose of training or retraining the unit member to meet changing conditions within the District.
- Section 11.2. During such leave the unit member may maintain his/her enrollment in the group medical insurance at his or her own expense.
- Section 11.3. No leave of absence shall be granted to any unit member for study and/or training/retraining purposes who has not rendered service to the District for at least five (5) consecutive years. When a study and/or training/retraining leave has been authorized and taken, an additional five (5) years of service, after return to duty from the last leave, must be completed before another study leave may be granted.
- Section 11.4. Unit members must notify the District and apply for such leave no less than two (2) months prior to the requested start date for such leave.

Section 11.5. Unit members must provide the District with written notice no less than thirty (30) days before the expiration date of the leave, or before May 15, whichever is earlier, of their intention to return. Failure to so notify the District will be considered as notice that the unit member will not return, and the unit member may be subject to termination.

Section 11.6. Employee(s) hired to replace unit members while on such leave shall be considered substitute employees.

Section 12: Legislative Leave

Section 12.1. A permanent unit member who is elected to the State Legislature or Congress shall be granted, upon request, an unpaid leave of absence for the length of the term or terms in office.

Section 12.2. Unit members on such leave shall notify the District of intended return at least six (6) weeks prior to the expiration date of the leave.

Section 13: Family Care and Medical Leave

Section 13.1 Any bargaining unit member shall be granted leave and maintenance of health benefits (if applicable) to the extent provided in the most current version of either the federal Family Medical Leave Act or the California Family Rights Act. In situations where the laws overlap, whichever law is more beneficial to the unit member shall be applied.

Section 14: Catastrophic Leave Bank

Section 14.1. The District and the Association agree to the establishment of a Classified Unit Member Catastrophic Leave Bank (Catastrophic Leave Bank). Confidential employees may also participate in the catastrophic leave bank under the same terms and conditions.

Section 14.2. Definition of Catastrophic Leave: The intent of this bank is to provide additional financial protection to unit members during a period of prolonged illness/injury or hospitalization, which, for purposes of this Article is defined as an illness or injury which incapacitates the employee or a member of his/her family for a minimum of sixty (60) working days and/or is, according to competent medical evidence, likely permanently to incapacitate the employee or family member or be characterized as terminal. Catastrophic Sick Leave shall not be available simply because an employee has exhausted all available paid leave.

Section 14.3. Participation/Eligibility: Permanent classified unit members with more than five (5) days of accumulated sick leave may participate in the Catastrophic Leave Bank. Unit members who elect to join the Catastrophic Leave Bank may join the bank only during open enrollment periods and must have a waiting period of thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it. The

Catastrophic Leave Bank shall not be available to any unit member during a paid leave of absence. New unit members upon completion of probation and unit members returning from a Board-approved extended leave of absence shall have thirty (30) calendar days from the first day of employment to sign up for participation in the Catastrophic Leave Bank if the open enrollment period has expired.

Section 14.4. For purposes of this Article only, "family" is defined as those enumerated in Section 4.4 of this Article.

Section 14.5. Leave to care for a member of the family shall be subject to all the terms and conditions of this Article and shall only be granted during such periods that the Catastrophic Leave Bank is maintaining a balance of sixty (60) days or more. No more than one member of the same family may utilize Catastrophic Leave at the same time.

Section 14.6. Donation of Days: A unit member may elect to participate in the Catastrophic Leave Bank by donating at least one (1) day (1 day = current daily hours assigned) of his/her accumulated sick leave or accrued vacation to the Catastrophic Leave Bank. No member shall contribute more than eight (8) days to the Catastrophic Leave Bank in any one (1) open enrollment period. The unit member shall make this donation by filing an appropriate form with the Catastrophic Leave Bank Committee during the open enrollment period. This donation shall be irrevocable. A donation to the Catastrophic Leave Bank must be made from the unit member's accumulated sick leave and/or accrued vacation and shall not be designated to a specific unit member for his/her exclusive use. Only donors to the bank are eligible for withdrawals.

Section 14.7. Administration of the Bank: A Catastrophic Leave Bank Committee shall administer the Catastrophic Leave Bank. The Committee shall consist of three (3) members, one (1) appointed by the Superintendent and two (2) appointed by the Association. The Catastrophic Leave Bank Committee shall be responsible for receiving leave requests, verifying validity of requests, approving the full or less than full amount requested or denying requests, communicating its decision to affected unit members and the Superintendent, and soliciting donations of sick leave/vacation days from eligible unit members. Committee decisions are not reviewable through the grievance/arbitration provisions of this Agreement.

Section 14.8. Mandatory Donations: A unit member who has received contributions from the Catastrophic Leave Bank must, upon return to duty, commence repaying donations with a minimum of one (1) accumulated sick leave day or accrued vacation day per year until total donations equal the amount of donated leave received from the bank, minus the number of days originally donated by the unit member.

Section 14.9. Enrollment Procedures: The District shall establish an open enrollment period each year for unit members to participate in the Catastrophic

Leave Bank. The enrollment period shall be July 1 through October 1. Once a unit member becomes a participant in the Catastrophic Leave Bank, he/she shall not be required to reenroll each year.

Section 14.10. Procedures to use/Withdraw Sick Leave – Conditions Restrictions

Section 14.10.1. In order to be eligible to withdraw catastrophic leave from the bank, the unit member must be a participant and have exhausted all of his/her available and applicable accrued paid leave credits, which includes, but is not limited to, industrial injury leave, sick leave, compensatory time off, and vacation. Receipt of catastrophic leave does not delay the beginning or expiration of the period of eligibility for differential pay, nor does eligibility for differential pay affect the rate at which catastrophic leave is used.

Section 14.10.2. A unit member electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the bank. The unit member must submit this form to the Catastrophic Leave Bank Committee for processing. The unit member must provide, upon request from the Committee an attending physician's statement, which verifies the catastrophic illness or injury and gives an estimated date of return to work. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify the unit member from further Catastrophic Leave Bank benefits.

Section 14.10.3. In the event that the unit member is personally unable to apply for catastrophic leave, an immediate family member or unit member's agent may make the request for the applicant.

Section 14.10.4. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Association, nor Committee shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.

Section 14.11. Allowable Days: An initial request shall not normally exceed twenty (20) days. A unit member may request an additional twenty (20) days by filing an additional request for consideration by the Catastrophic Leave Bank Committee. The maximum number of days allowed to be utilized by one (1) unit member for a single injury/illness shall not exceed forty (40) days. The number of sick bank days needed by the unit member shall be specified in the initial request. Any days approved by the Committee but unused by the unit member shall be returned to the Catastrophic Leave Bank.

Section 14.12. Method of Payment: When a unit member uses a day from the Catastrophic Leave Bank, pay for that day shall be at the same rate the

unit member would have received had he/she worked his/her regular schedule that day. No distinction shall be made as to the differing pay rates of the donor and the recipient.

- Section 14.13. Accounting: By September 29<sup>th</sup> of each year, the Payroll Office shall provide the Catastrophic Leave Bank Committee with a statement detailing the number of days withdrawn from the Bank during the past year and the number of days available in the Bank as of the first of July of the current year.
- Section 14.14. Termination of Catastrophic Leave Bank: If the Catastrophic Leave Bank is terminated for any reason, the hours remaining in the Bank shall be equally distributed to the then-current unit members enrolled in the Catastrophic Leave Bank. In the event of a natural disaster or catastrophic event having a generalized effect, the Superintendent/President shall retain the right to suspend the provisions of this Article.
- Section 14.15. Retrieval of Donated Sick Leave/Vacation Non-Grievable: Retrieval of donated sick leave/vacation used by another unit member pursuant to the provisions of the Catastrophic Leave Bank sections of this Article shall not be subject to the grievance procedure of the Collective Bargaining Agreement. It is understood that donated sick leave/vacation is an irrevocable deposit and cannot be rescinded for any reason.
- Section 14.16. Hold Harmless: Any unit member who deposits donated sick leave/vacation into the Catastrophic Leave Bank must sign an agreement stating the unit member agrees to hold the District, the Association and the Committee harmless for any and all claims and liabilities arising out of such deposit and/or its subsequent use. This section satisfies and supersedes any obligation of the District under California Education Code section 87045.

## **ARTICLE 11: Modified Work Program**

- Section 1. The District and Association recognize the desirability of bringing employees back to full service as quickly and efficiently as possible; accordingly, the parties recognize that there may arise instances where a partial return is an appropriate intermediate step. This obligation and the outlined steps below do not impose upon the District a duty to create or substantially redefine a position or its duties. The District is not required to reinstate an employee who cannot perform the essential functions of his/her position.
- Section 2. When a unit member with an industrial accident or injury and/or non-industrial accident or injury is determined by the responsible physician to be able to return to work with restrictions, the following shall occur:
- a) A conference will be held to include the unit member, the unit member's supervisor and a representative of the Human Resources Office to determine if the unit member can return to their regular job within the

restrictions. A CSEA representative may be present if requested by the unit member.

- b) Any dispute regarding the unit member's ability to perform essential duties of the position shall be resolved by the unit member's treating physician based upon an examination of the unit member's job description. If the physician decides that he or she cannot render a "fit for duty" opinion, the dispute may be referred to an independent physician paid for by the District.
- c) If it is determined that the unit member cannot perform their regular assignment, consideration will be given to a modified position at the regular worksite, for which the unit member is qualified and within the restrictions, which the unit member could fill on a temporary basis. Current worksites are the Joshua Tree Campus and the Base. This definition will be amended if and when additional worksites are added.
- d) Should no appropriate assignment be available at the unit member's regular worksite, a temporary assignment for which the unit member is qualified within the restriction may be identified elsewhere in the District for the unit member.
- e) Refusal of an assignment within the physician's restrictions will stop leave eligibility, if the offered assignment is the same number of hours as the unit member's normal assigned hours.
- f) The unit member shall be paid the same hourly rate of pay as though the unit member was working the unit member's normal assignment; or the hourly rate for the applicable classification if higher than the unit member's regular hourly rate.
- g) A unit member shall not be required under these modified work provisions to accept a temporary assignment if it is for fewer hours than the unit member's regularly assigned workday.

Section 3. If after an employee returns on modified duty and the District has reason to believe the employee is unable to fulfill the terms of the modified duty, the District may request a re-examination by an independent physician paid for by the District based on the employee's job description. After the re-examination it will be determined if the modified work may be continued.

## **ARTICLE 12: Evaluation Procedures**

Section 1. The primary purpose of evaluation shall be to assist the unit member in improving job knowledge and skills and to recognize the unit member's contribution to the District.

Section 2. The District shall provide written evaluations to all permanent unit members no less often than once every calendar year. Probationary unit members shall be evaluated upon the third (3<sup>rd</sup>), sixth (6<sup>th</sup>), and eighth (8<sup>th</sup>) month subsequent to the initial hire date. Written evaluations shall be signed and dated by the evaluator and the unit member.

Section 2.1 Unit members who achieve permanency after July 1, 2014, shall receive a yearly evaluation based on the date a unit member became a permanent employee. Per Article XIII, Section 5.1, when an outside applicant is hired by the District, he/she shall be subject to a nine (9)

Collective Bargaining Agreement CSEA 2019-2022 updated MAY 2020  
month probationary period during which time they can be released from  
employment without cause.

Section 2.2 Probationary unit members absent on extended leave shall have their  
probationary period extended up to a maximum of twelve months in order  
to allow nine months of working experience where possible.

Section 3. The primary evaluator shall be the unit member's immediate supervisor.

Section 4. The evaluator shall meet with the unit member to discuss the unit member's written  
evaluation. The unit member should sign the evaluation signifying only that the unit  
member has read the document. The unit member shall be provided the opportunity  
of attaching a written response within fifteen (15) working days, which shall become  
part of the permanent record. Should the evaluation contain negative factors which  
the unit member feels are grossly inaccurate or out of proportion to the significance of  
the incident, the unit member may request and receive an opportunity to meet with the  
unit member's supervisor and the appropriate Administrator prior to the end of the  
fifteen (15) day rebuttal period.

Section 5. An improvement needed evaluation shall include specific recommendations for  
improvement, including objectives and timelines. Specific recommendations for  
improvement may also be supplied where the evaluation indicates areas which  
improvement is needed even if the overall evaluation is not improvement needed. The  
unit member shall take affirmative steps to correct deficiencies in response to the  
evaluator's recommendations. Whenever practicable, the primary evaluator will  
provide permanent employees with thirty (30) calendar days notice that the evaluation  
may contain recommendations for improvement; this does not preclude the evaluator  
from including materials which arise after the thirty (30) day notice.

Section 6. Any proposed changes in the evaluation instrument shall be jointly developed by a  
committee consisting of two (2) Association representatives appointed by the CSEA  
Chapter 800 President and two (2) District representatives. Until such time, the current  
evaluation forms shall be utilized. The joint committee shall periodically review the  
evaluation instrument and may, from time to time, propose to revise it as appropriate.  
Any changes shall be negotiated.

Section 7. Only the evaluation procedure, not the contents of the evaluation, shall be subject to  
the grievance procedure.

## **ARTICLE 13: Vacancies, Transfers, and Promotions**

Section 1. Definitions:

Transfer: A lateral movement from one position to a vacant like position that has  
the same classification and job description.

Promotion: The advancement from one classification to a higher paid classification.

Vacancy: A new or existing position which is not currently staffed and the District

Collective Bargaining Agreement CSEA 2019-2022 updated MAY 2020  
has the intent to fill.

Increase in Hours: An increase in hours in the same classification shall not be deemed a transfer or promotion for the purpose of this article.

Outside Applicant: Any individual who applies for a position within the classified service who is not currently a permanent employee of the District.

Qualified Applicant: Employee who possesses the required education, experience, skills and ability as defined in the relevant job description.

Permanent Employee: For the purpose of this section a permanent employee is defined as an employee who has successfully passed their initial probationary period.

Probationary Employee: An employee who has not yet completed their initial probationary period.

## Section 2. Notice

- Section 2.1. In the event of a vacancy, the District shall post an announcement of the job vacancy on the District website and send notice via e-mail to all employees.
- Section 2.2. Notice shall remain posted for a period of no less than seven (7) full working days. The District may simultaneously post for outside applicants.
- Section 2.3. Unit members on vacation who wish to be notified of vacancies shall notify the District, in writing, indicating the appropriate email address to which the job vacancy announcement should be sent. The District shall send a copy of the posting to employees who have made the appropriate written request.
- Section 2.4. Notice shall include the following: Job title, example of job duties, position description, assigned job site, the number of hours and days per week, number of months per year, starting salary, and the deadline for applications.

## Section 3. Process for Filling Vacancies:

- Section 3.1. In filling vacant positions, the District shall first look to eligible and qualified employees on the 39 month re-hire list. Should qualified members exist on the 39 month re-hire list, they shall be notified of an opening pursuant to Article XV, Section 11 of this agreement.
- Section 3.2. Employees wishing to transfer or promote shall include a written statement of their request to transfer and/or promote with the employee's completed application by the filing deadline. This section does not apply to lateral transfers.
- Section 3.3. For the purpose of this section, probationary employees shall be considered outside applicants.

- Section 3.4. Human Resources will screen all applications from permanent employees for minimum qualifications prior to forwarding those applications to the appropriate supervisor. Lateral transfer candidates shall be considered qualified for all vacancies in their existing classification, regardless of hours.
- Section 3.5. Lateral transfer applicants shall be considered subsequent to the review of the re-hire list. The District shall offer the position to lateral candidates in order of seniority if the vacant position is within the same classification, has the same supervisor, and the employee has received an overall satisfactory rating in their last evaluation.
- Section 3.6. Should no lateral transfer applicants accept the position in writing within two days of the offer from the District, the supervisor shall interview all permanent internal candidates prior to interviewing outside candidates.
- Section 3.7. Any transfer or promotional candidate who is not selected for the position shall be given a written statement from Human Resources no later than ten (10) working days of their non-selection.
- Section 3.8. Permanent promoted unit members shall be subject to a six (6) month probationary period in his/her new position. If the unit member is successful in the new position in the higher classification, the annual review date shall be as prescribed in Article XI. If the permanent bargaining unit member is unsuccessful in the higher classification to which they were promoted, he/she shall be returned to their former classification. Permanent promoted unit members absent on extended leave shall have their probationary period in the promoted position extended up to twelve months in order to allow six months of working experience where possible.
- Section 3.9. For the purpose of this section only, a substitute or bargaining unit employee may be employed by the District for the duration of the promotional probationary period in the position from which the promotional candidate was promote.
- Section 3.10. Transfers may be initiated by the District. Involuntary transfers shall not be utilized for punitive, arbitrary or capricious reasons; however, such transfers may be initiated for purposes where the District may be legally required to initiate such transfer. The District shall not transfer unit members without their consent except in those cases that are required by law.

#### Section 4. Temporary Filling of Vacant Positions

- Section 4.1 The District reserves the right to temporarily fill the position by hiring a substitute employee, or by temporarily reassigning a bargaining unit employee.
- Section 4.1.1 Substitute employees shall not be utilized for more than sixty (60) calendar days unless the District and CSEA agree to an extended period of time.

- Section 4.1.2 Bargaining unit members may be utilized to fill a vacancy on a temporary basis for no more than sixty (60) calendar days unless the District and CSEA agree to an extended period of time.
- Section 4.1.3 The District shall attempt, whenever possible, to offer the open position, during recruitment, as additional duty and/or overtime work to current bargaining unit employees.
- Section 4.1.4 If additional hours are given to part-time employees to temporarily fill a vacant position, accrual of additional vacation and sick leave begins on the first day of the increased hourly assignment.
- Section 4.1.5 If a promotional vacancy has been filled on an interim basis by temporary reassignment of a bargaining unit employee, and said employee is the successful candidate for the promotion, then the time spent in the interim assignment shall be credited toward the employee's promotional probationary period.

Section 5. New Employees

- Section 5.1 When an outside applicant is hired by the District, he/she shall be subject to a nine (9) month probationary period during which time they can be released from employment without cause.
  - Section 5.1.1 The probationary period shall commence on the first day the employee is attached to the position in the District and end on the anniversary date of the ninth (9<sup>th</sup>) month.
  - Section 5.1.2 New employees must pass the initial probationary period before they may apply for a transfer or promotion within the District. Should the employee wish to transfer or promote while in their initial probationary period, they must apply and be considered as an outside applicant.

**ARTICLE 14: Reclassification**

- Section 1. General: Reclassification may occur because (1) the District determines it is appropriate, (2) The Association determines it is appropriate or (3) in response to an employee request for reclassification.
- Section 2. Warranted Reclassifications. Upon review of the factors below, the Reclassification Committee may determine that the reclassification of a position may be warranted:
  - a. If there is a significant permanent change in the actual duties and/or the level of the responsibility of one or more job areas;
  - OR
  - b. There has been a gradual accretion of new duties over a period of time. An increase in workload does not warrant a reclassification;

OR

- c. If it is determined that the position was originally under-classified (including job duties and salary in comparison with the overall classification plan in the District).

Section 3. District Initiated: The District reserves the right to propose to reclassify and change applicable job descriptions following the process in this article at any time throughout the year to meet the needs of the District.

Section 4. CSEA or Employee Initiated: Between February 1 and March 15 an employee may submit a written request for reclassification to the Human Resources Office. The request shall be submitted with a completed CMC Position Information Questionnaire.

Section 5. Requests: The Human Resources Office will forward a copy of the request to the Reclassification Committee, the employee, and the supervisor. If CSEA or the employee initiates the request, the Committee shall provide a copy of the completed form to the immediate supervisor for review. The supervisor shall have ten (10) working days to provide a response to the Committee. Following the immediate supervisor's comments, the employee shall have five (5) working days to provide a response to the Committee.

Section 6. Committee: A standing committee of two (2) CSEA designated appointees and two (2) District designated appointees will meet no later than April 15<sup>th</sup> and thereafter until all requests have been completed, in order to investigate the request utilizing techniques which include, but are not limited to: Interviewing the employee, interviewing his/her supervisor, interviewing co-workers, reviewing comparable duties and responsibilities at other comparable community colleges or public education districts, reviewing applicable job descriptions, etc.

Committee members shall review and make a recommendation on each issue in front of the Committee. Committee members shall vote on a recommendation following the interview and in consideration of all the information present. An attempt to reach consensus shall be made.

If the Committee reaches a unanimous decision in its recommendation, the Committee will render its decision to the Office of Human Resources and the CSEA Chapter President no later than June 15<sup>th</sup>. The Committee's unanimous recommendations shall be considered negotiated for EERA-purposes, and shall not be forwarded to the District's nor CSEA's negotiating teams.

Where the Committee members were not in unanimous agreement on all terms, but the majority approves the request, the application will proceed according to Section

Section 7. If the majority of the committee approves a request it will be forwarded to the District and the Association with its recommendations. If a majority does not approve the request, it shall be considered denied by the committee.

The District and the Association will meet and negotiate appropriate job description language and salary schedule placement within thirty (30) calendar days of receipt of the request from the committee. The negotiated reclassification of the position shall be subject to the approval of the Governing Board and of CSEA per Policy 610.

If the request is denied, the employee will be notified in writing by the Human Resources Office within ten (10) working days of the committee decision. An employee may submit only one such request in a two (2) year cycle.

Implementation: The revised job description and salary range adjustment shall be effective either upon (A) the unanimous approval of the reclassification by the Committee per Section 6 above, or (B) the approval process for the negotiated agreement by both the Board and CSEA, as applicable.

- Section 8. The decision of the Reclassification Committee and/or the outcome of negotiations on job descriptions are not subject to the grievance procedure.

## **ARTICLE 15: Layoff and Reemployment**

- Section 1. Layoff shall occur only for a bona fide reduction or elimination of the service being performed by any department (lack of work), or a lack of funds (for example, due to the expiration of a specially funded program). The District agrees to not unilaterally transfer bargaining unit work inside or outside the unit, nor shall the District use short-term or other temporary employees to perform the work previously performed by bargaining unit employees without first meeting and negotiating with CSEA; this provision shall not apply to overlapping duties performed by unit and non-unit employees.

- Section 2. The District shall notify both the Association Labor Relations Representative and affected employee(s) in writing prior to any planned layoff.

- Section 2.1. NOTICE OF LAYOFF: Normally, such notice will be at least sixty (60) days prior to the effective date of layoff. Notice may be shorter under conditions specified by the Education Code, such as layoffs necessitated by causes not foreseeable or preventable by the District. Notice to the employee shall be effective upon mailing or delivery by hand. The notice of layoff shall identify by name and classification, the employee(s) to be laid off. The notice shall inform the affected employee(s) of their bumping rights, if any and their reemployment rights. The District reserves the right to take the employee off work prior to ending the notice period so long as the District continues his/her wages for the applicable notice period.

- Section 2.2. When, as a result of the expiration of a specially funded program, where classified positions must be eliminated at the end of any school year, and where classified employees will be subject to layoff for lack of or termination of funds, the employees to be laid off at the end of the school year shall receive notification of layoff and displacement rights, if any, and reemployment rights by

no later than April 29. If the termination date of any specially funded program is other than June 30, notice shall be provided at least sixty (60) days prior to the effective date of layoff. The District may delay the effective date of layoff for a classified position any time after the expiration of a specially funded program, provided the affected employee receives sixty (60) days' notice of the effective date of layoff.

- Section 3. The parties recognize that the decision to layoff is not within the scope of representation and, therefore, the District has no obligation to negotiate the decision. However, in response to the notice, and upon request, the District will meet with the Association to answer questions, discuss how the work will be done in the future, and, if offered, consider Association alternatives, if any. However, this process shall not delay implementation of the layoff in the event the District determines to proceed.
- Section 4. The District and the Association shall meet and negotiate to reduce the hours of an occupied and/or unoccupied position and the impact thereof. The District shall not request to reduce hours of an unoccupied position where there is an employee on layoff with reinstatement rights to the position unless the employee has been offered the position and rejected it within the twelve (12) months preceding the reduction of hours.
- Section 5. SENIORITY: For purposes of this clause seniority is defined as length of service from the date of first paid service in a probationary status within the classified service. Seniority for employees employed as of July 1, 1999 shall include immediately prior service with Desert Community College District.
- Section 6. ORDER OF LAYOFF: When a classified unit member is laid off, the order of layoff within the class shall be determined by length of service within the class. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority with the District. Reemployment shall be in the reverse order of layoff.
- Section 7. BUMPING RIGHTS: An employee to be laid off from his/her present classification may bump into the next equal or lower classification in which the employee has greater class seniority or, if having greater District seniority, has obtained permanent status within the classification.
- Section 8. REEMPLOYMENT RIGHTS: Laid off persons are eligible for re-employment in the classification from which laid off for a thirty-nine (39) month period and shall be reemployed prior to new applicants. Such employees shall also have the right to apply for promotional opportunities, subject to meeting the required qualifications. Employees who accept a reduction in hours in lieu of layoff shall receive an additional twenty-four (24) months on the reemployment list.
- Section 9. NOTIFICATION OF REEMPLOYMENT OPENING: Any permanent employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of a vacancy in the classification from which they were laid off. Such notices shall be sent by certified mail or delivered personally by hand addressed to the

employee's last known home address. Laid off employees are responsible for notifying the District of any change in address. A copy of the Notice shall be simultaneously sent to the Association. The employee must notify the District of his/her intent to accept or reject reemployment within ten (10) working days following receipt of the notice. If the employee accepts, he or she must report to work as requested by the District, but shall not be required to report earlier than fifteen (15) days following receipt of the notice. If the employee rejects two (2) offers of reemployment, or twice fails to timely respond to an offer, or if offer rejection and failure timely to respond total two (2), his/her name shall be removed from the reemployment list and shall thereby forfeit all reemployment rights. The forfeit provisions do not apply if the employee rejects an offer for fewer hours or greater hours than the position he/she held at the time of layoff.

Section 10. RETIREMENT IN LIEU OF LAYOFF: Any classified employee eligible for retirement may elect to accept service retirement in lieu of layoff and may elect the same reemployment rights as provided for in this Article.

Section 11. MISCELLANEOUS: Upon reinstatement off a reemployment list, all accrued unused sick leave accumulated prior to the effective date of the layoff shall be restored to the employee. Upon reinstatement off a reemployment list, the employee shall earn vacation at the same rate he/she was earning it at the time of the layoff.

Section 12. EFFECTS OF LAYOFF:

- a) The employee shall receive health and welfare benefits for up to three (3) months following the effective date of the layoff, unless, during that period the employee has found work which provides health and welfare benefits.
- b) The employee shall be placed on the District substitute list and called for substitute service before others.
- c) Employees on layoff shall receive priority consideration for vacancies for which they qualify and for which they have applied, before considering outside applicants.

## **ARTICLE 16: Discipline**

Section 1. The District and CSEA endorse the concept of progressive discipline where appropriate; this does not mean that the District must always begin with the least serious form of discipline, rather that the discipline shall be based on the particular circumstances. Discipline is herein defined as termination, suspension without pay, reduction in pay (any such reduction in pay shall be temporary unless in connection with a demotion), involuntary demotion or written reprimand. Forms of discipline short of dismissal in no way limits the District's authority to dismiss an employee, under the provisions of this article, for serious offenses, which cannot be condoned. Counseling and/or oral warnings are not considered disciplinary for purposes of this Article; however, they may be referred to for purposes of determining appropriate level of discipline.

- Section 2. This Article applies only to unit members with permanent status; the District reserves all its rights to discipline or dismiss probationary employees.
- Section 3. Layoffs, reduction in assigned time in lieu of layoff, voluntary demotions and bumping are not considered "Discipline."
- Section 4. Causes for disciplinary action shall include, but not be limited to the following:
- a) Dereliction of duty or failure to perform the assigned duties in a satisfactory manner (as defined in the classified evaluation form, see appendix C).
  - b) Stealing, sabotage, willful damage, abuse, or willful destruction of District property, tools, or equipment, or the property or equipment of supplier, customer, or another employee, or willful failure to report any of the above.
  - c) Removal of District property or the property of others without proper authorization.
  - d) Insubordination or willful and persistent violation of the provisions of the District policies and/or the Education Code.
  - e) Conviction of any felony, and/or misdemeanor which is specifically covered in California Education Code, work related dishonesty, or fraud in obtaining employment with this District.
  - f) Unauthorized use, possession, conveyance, or storage of any firearms, explosives, or other dangerous weapons while on District property, on duty and/or representing the District.
  - g) Use, possession, sale, or being under the influence of alcohol or illegal drugs during assigned work hours or while on District property, or reporting to work under the influence of alcohol or drugs.
  - h) Use of abusive or threatening language and/or bullying toward fellow employees, supervisors, students or community members.
  - i) Fighting, coercing, or threatening bodily injury to employees, supervisors, students or community members while on District property, on duty and/or representing the District.
  - j) Sleeping during assigned work hours.
  - k) Any act which endangers the health, safety, or the life of an employee or others.
  - l) Misuse or abuse of leaves of absence, including but not limited to, pattern and/or frequency of usage, or absences that are not due to reason(s) for which such leave is authorized.
  - m) Unsafe operation of or tampering with the safety device of any motor vehicle or machinery on District property or while in the District service.
  - n) Smoking on District grounds or property and/or while operating District vehicles or equipment. Smoking in designated smoking areas excepted.
  - o) Signing another person's time sheet or falsifying one's own time sheet or that of another employee.
  - p) Suspension, revocation, or expiration of any license that is required for the employee's performance of job duties.
  - q) Political activity during the assigned working time.
  - r) Persistent discourteous treatment of the public or of District employees.

- s) Conviction of a sex or narcotics offense as defined in Education Code 87010 and 87011.
- t) Absence without leave which may include any combination of, or all of the following:
  - 1) Excessive tardiness and/or other failure(s) to report to the assigned place of work at the assigned time;
  - 2) Inexcusable and unauthorized absence from the District;
  - 3) Inexcusable and unauthorized absence from the District with the intent to avoid lawful special assignments; and/or
  - 4) Inexcusable and unauthorized absence from the District with the intent to abandon position.
  - 5) For the purposes of this section, it shall be rebuttably presumed that any unit member absent without leave for a period in excess of five (5) days shall have intended to abandon the unit member's position.

Section 5. Immediate Discipline: Employees may be immediately relieved from duty with pay when, through their own action, they have created situations wherein they may not reasonably be expected to perform competently, or where their continued presence poses a threat to their own health or safety and/or the health and/or safety of others.

Section 6. Notification: The discipline policy will normally apply in all cases of dismissal, demotion, reduction in pay or suspension without pay. Unit members shall receive written notification of District intention to suspend without pay or dismiss prior to such District action in all cases other than those situations set forth under Immediate Discipline above. In cases of Immediate Discipline the notification procedures shall be implemented as soon as practicable.

Section 7. Procedure: With the notice of intent to recommend suspension, demotion, pay reduction or dismissal, the unit member shall receive written notification of the effective date of the intended action, a written statement of the specific acts and/or omissions upon which the disciplinary action is based, the date by which the unit member may respond, in a conference or in writing, and copies of all documents and other materials which support the proposed action. If the unit member requests a conference in order to respond, the unit member has the right to request Union representation at such conference.

Section 7.1 Following the unit member's response, if any, a determination will be made by the District as to the appropriate disciplinary action, if any.

Section 7.2 If the District determines action should be taken, the unit member shall receive, in person or by certified mail, written notification of this determination accompanied by written notification of the effective date of the action, a statement of the specific acts and/or omissions upon which the disciplinary action is based, copies of all documents and other materials which support the action, and a statement advising the unit member of the unit member's right to a hearing wherein the unit member shall have the right either to self-representation or to representation by a conferee or legal counsel.

Section 7.3 The unit member shall have ten (10) workdays following the receipt of the notice to request a hearing. If the unit member desires a hearing, the unit member must sign a written request for such within the ten (10) day period following the receipt of the notice.

Section 7.4 The discipline shall not be implemented until the final determination from the hearing has been rendered.

Section 8. Hearing: All disciplinary hearings shall be held before a hearing officer mutually selected by the parties of this Agreement. If mutual selection attempts prove unsuccessful, the parties shall request the Public Employment Relations Board (PERB) to provide a list of seven (7) arbitrators from which the parties shall strike alternately until one (1) name remains, with the first strike determined by the flip of a coin. The remaining name shall be the hearing officer. The cost of the hearing officer shall be borne by the District. The hearing procedures shall be in conformance with law. Upon completion of the hearing, the hearing officer's findings and recommendations shall be provided to the Board of Trustees, who will make the final decision in the case.

Section 9. Right to Representation: Any time a unit member is to be disciplined or to be interviewed concerning a matter which the employee has reason to believe may lead to his or her discipline; he/she has the right to representation. It is the employee's responsibility to request this representation.

## **ARTICLE 17: Grievance Procedure**

Section 1. DEFINITIONS: A grievance is an allegation by a unit member or members or by the Association that the unit member(s) or Association has/have been adversely affected by a violation, misapplication or misinterpretation of specific written provision(s) of this Agreement. Other matters for which a specific method of review is provided elsewhere in this Agreement, by law, by Rules and Regulations of the Board or by Administrative Regulations are not subject to this procedure.

Section 2. A "Day" is in one in which the District is normally open for business. The "Immediate Supervisor" is the lowest level supervisor or management employee having immediate jurisdiction over the grievant.

Section 3. The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual written agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the District fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

Section 4. GRIEVANCE STEPS:

Section 4.1. INFORMAL STEP: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through informal conference with

the grievant's immediate supervisor. Such conference, as well as actual formal filing of a written grievance, in the event the conference does not resolve the problem, must take place within the applicable time limits.

- Section 4.2.        STEP 1: No later than fifteen (15) days following the act or omission giving rise to the grievance, or, no later than fifteen (15) days following the date upon which the employee or Association reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the immediate supervisor.
- Section 4.2.1.        The written grievance shall contain a clear, concise statement of the grievance, the date of the grievance, the specific provision(s) of the Agreement allegedly involved and the specific remedy sought.
- Section 4.2.2.        The immediate supervisor shall communicate a written decision to the employee within fifteen (15) days after receiving the grievance. Within the above time limits either party may request a personal conference with the other party.
- Section 4.3.        STEP 2: If the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the appropriate form to the Chief Human Resources Officer within fifteen (15) days. The Chief Human Resources Officer shall communicate a decision within fifteen (15) days after receiving the grievance. Either party may request a conference with the other within the above time limits.
- Section 4.4.        STEP 3: If the grievant is not satisfied with the decision at Step 2 the grievant may appeal the decision on the appropriate form to the President/Superintendent within fifteen (15) days. The President/Superintendent shall communicate a decision within fifteen (15) days of receiving the grievance.
- Section 4.5.        STEP 4: (OPTIONAL) if both parties concur they may contact a mediator through the Public Employment Relations Board (PERB). The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. The mediator shall first hold an informal conference where the parties will state their respective positions. The grievant or Association shall prepare a clear written statement of the reasons for the appeal. Settlement offers made in the mediation process shall not be referred to in subsequent arbitration proceedings. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and thus waive the right of both parties to any further appeal.
- Section 4.6.        STEP 5: If the grievant is not satisfied with the disposition of the grievance at the previous step the grievant may, within fifteen (15) days following conclusion of the preceding step, request in writing that the Association submit the grievance to binding arbitration. A copy of such

request shall be simultaneously served upon the Chief Human Resources Officer. Within fifteen (15) days after receipt of such request from the grievant, the Association, by written notice to the Chief Human Resources Officer, may elect to submit the grievance to binding arbitration.

- Section 5. In the event the parties are unable to mutually agree upon an arbitrator, they shall request a panel of seven (7) names be submitted to both parties by the Public Employment Relations Board (PERB). Upon receipt of the list of names, the parties shall alternately delete from the list until one (1) remains, and said last named shall be selected as the arbitrator. First strike to be determined by a flip of a coin.
- Section 6. The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth the arbitrator's findings of fact, reasoning, conclusions and remedy. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, as well as arguments contained in briefs, if any, submitted by the parties. No finding shall have retroactive effect beyond the period of fifteen (15) days preceding the filing of the grievance. The arbitrator's authority shall be limited to deciding the issues submitted by the parties, and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.
- Section 7. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs, including the cost of preparing a transcript of the hearing, will be borne by the party incurring them.
- Section 8. The parties agree that to the extent permitted by law the grievance/arbitration provisions of this Agreement are the exclusive means for resolving disputes arising under this contract; accordingly, the parties further agree that the processing of a grievance to Step 3 means that the parties will not simultaneously pursue any other legal (court) or administrative (agencies) remedies, unless such proceedings are specifically permitted by applicable law.
- Section 9. MISCELLANEOUS:
- Section 9.1. A unit member may be represented at all stages of the grievance procedure by himself/herself or, at the unit member's option, a representative provided by the Association. If a unit member is not represented by the Association, the District shall not agree to a resolution of the grievance without first providing the Association with a copy of the grievance, the proposed resolution, and an opportunity to respond.
- Section 9.2. The Association will receive time off from duties for the processing of grievances hereunder for unit members who are designated as Association representatives, subject to the following conditions:
- a) The Association shall designate in writing the names of one job representative (steward) and one alternate who are to

- receive the time off; changes shall be given in writing as they occur;
- b) Twenty four (24) hours prior to release from duties for grievance processing, the designated representative must inform the immediate supervisor in order that substitute service, if any may be obtained;
  - c) That time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management person; or at a mediation session, if any, or at an arbitration hearing, if any.
  - d) Under no circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation;
  - e) Association witnesses will be provided release time for appearing to testify at a hearing subject to the following conditions: The Association will make every reasonable effort to call only necessary witnesses and to avoid cumulative testimony. The Association and District will cooperate in making every reasonable effort to stagger the calling of witnesses so as to avoid one or more witnesses waiting to testify while another witness is testifying. Witnesses called by the Association will only be entitled to reasonable release time for periods of time they are waiting to testify where such waiting time could not reasonably be avoided. No compensation is payable for time spent at an arbitration proceeding outside of the employee's regularly scheduled working hours.

Section 9.3. If a grievance arises from action or inaction above the level of the grievant's immediate supervisor, the grievant, subject to the applicable time limits, may submit the grievance in writing to the Chief Human Resources Officer at the applicable step.

Section 9.4. The arbitrator's decision shall be submitted to the Association and District for review and implementation.

Section 9.5. The operation of the Arbitration provisions of this Article shall be deemed to have been suspended and shall not apply to any grievances which arise after the expiration date or any agreed upon extension thereof. The only exception is for grievances arising prior to the expiration date or any extension thereof.

## **ARTICLE 18: Compensation and Benefits**

Section 1. All salary schedule steps shall be in increments of 5.3%. The adjustment shall begin at the Step A Level on the salary schedule; each step on the salary schedule shall reflect a 5.3% increase from the previous step.

All classified bargaining unit members who (A) retired during the 2019-2020 fiscal year, or (B) were employed in the 2019-2020 fiscal year and are still employed as of the date of implementation of this payment, shall receive a one-time, off schedule payment of 2% of their regular base salary for the 2019-2020 fiscal year. This payment shall be implemented as soon as possible after the ratification of this agreement by both parties.

Effective July 1, 2019 the classified salary schedule shall be amended to eliminate Ranges 4 through 6. The revised classified salary schedule is attached as Appendix B.

- Section 2. Step advancement for all permanent classified employees shall be implemented on the first day of July each year. Step advancement for probationary employees hired on or before March 31 shall be implemented the first day of July that same year.
- Section 3. Each unit member who has been continuously in the service of the District for ten full years or more, commencing from the anniversary of their first day of service as a classified employee, shall be eligible for a longevity increment in accordance with the following scale effective July 1, 2019:
- 10 full years or more \$125.00 per month  
15 full years or more \$175.00 per month  
20 full years or more \$225.00 per month
- Section 4. Retroactivity shall apply only to employees on the payroll as of the date of reaching a complete agreement.
- Section 5. Rate of Pay: The hourly rate shall be computed equitably for full time and part time unit members, according to the respective salary range, step and work year.
- Section 6. Pay Period: Full-time monthly unit members shall receive their pay on or about the last working day of each calendar month. The pay received shall be for the immediate preceding calendar month. Part-time employees shall receive their pay on or about the 9<sup>th</sup> of the month. The pay received shall be for the immediate preceding calendar month.
- Section 7. Minimum Call Back Time: In the event an employee is called back to work or directed to work offsite either by text, email or phone, following completion of his/her regular shift, said employee shall receive a minimum of two (2) hours' pay at the applicable rate of pay.
- Section 8. Errors: Errors in the calculation, reporting or payment of a classified employee's salary must be corrected and repaid, from any available funds, within five (5) days following verification of the error.
- Section 9. Placement in Class and Definition: Every bargaining unit position shall be placed in a class, and each class assigned a salary range. The assignment of the salary range to a class shall be known as 'salary classification'.

Section 10. Pay for Work Out of Classification: Wherever in this Article a provision is made for premium pay or differential pay or out-of-class pay, such work must be authorized and approved by the Human Resources Office.

Section 10.1 Higher Classification: Any bargaining unit member temporarily directed to work out of class performing the duties of a higher bargaining unit position in excess of five (5) working days within a fifteen (15) consecutive calendar days shall be paid at their step in the range applicable to the higher classification retroactive to the first day of such assignment.

Section 10.2. Performing Management Duties: Any bargaining unit member temporarily directed to perform the duties of a manager/supervisor position in excess of five (5) working days out of fifteen (15) consecutive calendar days shall be paid fifteen percent (15%) over his/her regular rate of pay retroactive to the first day of such assignment.

Section 10.3 Lower Classification: Any bargaining unit member temporarily directed to work in a lower classification shall be paid at his/her regular rate of pay.

Section 10.4 Out of class assignments are voluntary on the part of the unit member. No unit member shall be required to work out of class.

Section 11. Shift Differential:

Section 11.1 Night Shift: A shift differential of four percent (4%) shall be paid to unit employees where fifty percent (50%) or more of their regularly assigned shift commences after 4:00 p.m. and prior to 8:00 a.m. for all hours worked. Employees who receive a shift differential premium will not lose such differential premium when assigned temporarily to a different shift for a period of less than twenty-two (22) working days or for the District's convenience.

Section 11.2 Split Shift: Bargaining unit employees regularly assigned to work a split shift will receive a four percent (4%) differential for all hours worked. For purposes of this section a split shift occurs when two (2) hours or more of a break is scheduled between portions of the daily work schedule. Employees whose assignment consists of working only certain days of the week or days of the month on a split shift will receive differential pay for the specific days of the assigned split shift.

Section 12. Uniforms: If required by the District, the District shall purchase uniforms to be worn by bargaining unit employees. The District will periodically provide the necessary replacements.

Section 13. Mileage: Unit employees authorized and required to use their own vehicle on District business shall be reimbursed for mileage at the then current IRS rate. The mileage

Collective Bargaining Agreement CSEA 2019-2022 updated MAY 2020  
computation shall include mileage necessary to return to the employee's normal job site after completing District business. Mileage is not paid for routine home-to-work-to-home transportation with the exception of employee call back situation in excess of two (2) hours. It is the employee's responsibility to submit the mileage reimbursement form within thirty (30) days of the call back.

Section 14. Meals and Lodging: Reimbursement shall be pursuant to current Board Policy and subject to receipts and/or invoices. Whenever possible the District shall provide funds in advance.

Section 15. Parking: Unit members shall be provided parking on campus without charge.

## **ARTICLE 19: Health and Welfare Benefits**

Section 1. The District shall contribute for medical, dental and vision for all unit members who work 30 hours per week and above:

After the monthly premiums reach:

Single - \$820 per month  
Two Party - \$1,320 per month  
Family - \$1,770 per month

For unit members enrolling in the HMO plans, the unit member shall pay the difference up to:

Single: \$75 per month  
Two Party: \$150 per month  
Family: \$200 per month.

The medical plans offered to unit members shall be the UHC 90/10 HMO, the UHC 80/20 HMO, the UHC PPO, and the Kaiser plan offered through VEBA. The "Bronze" plan from VEBA is not available to unit members.

Section 2. Unit members are eligible for the medical, dental, and vision contributions based upon their regularly weekly assignment of hours as follows:

30-40 hours	100%
20-29 hours	50%
19 hours or below	0%

Section 3. District Health Insurance programs include:

- 1) Dental Coverage
- 2) Vision Care Coverage
- 3) Medical Benefits

Section 4. 403(b) Tax sheltered annuity—The District agrees to match member contributions up to \$1800 per fiscal year through a District approved carrier. (A list of approved carriers

Collective Bargaining Agreement CSEA 2019-2022 updated MAY 2020  
shall be provided to all classified employees annually on/or before January 2<sup>nd</sup> or  
when a new carrier is added or a carrier is dropped.

- Section 5. The District shall fully contribute the premium for a \$20,000 life insurance policy (includes Accidental Death and Dismemberment, policy amount adjusted for age) for all unit members.
- Section 6. The Association shall have the right to appoint two (2) members to the District's Health and Welfare Benefits Committee. The Committee shall convene under the Chief Human Resources Officer no later than six (6) weeks after the fall semester begins to research benefits and carrier options and alternatives.
- Section 7. Coverage during leaves of absence: The District will maintain the agreed upon premium contributions while an employee is out on a District paid and authorized leave of absence.
- Section 8. District will offer enrollment in its medical, dental and vision plans to bargaining unit members retiring on or after the effective date of this Agreement on the following bases:
- a) Bargaining unit members who have served as full-time District employees for at least ten (10) years immediately preceding retirement from the District and who retire between the ages of 61 and 65 the District shall pay for such benefits until the retiree reaches age 65 or is eligible for Medicare, whichever comes first; coverage shall include the bargaining unit member's eligible dependents; District contributions shall be at the same rate it pays for its active bargaining unit members. Upon reaching age 65, or Medicare eligibility, the retiree may continue benefits at his/her own expense.
  - b) Eligibility is based upon retirement through the CalPERS retirement program.
  - c) Service eligibility for employees employed as of July 1, 1999 shall include immediate prior service with Desert Community College District.
  - d) The surviving spouse of a bargaining unit member receiving benefits under the above provisions may purchase the medical, dental and vision coverage offered to active employees at the individual's expense; provided he or she was an eligible and covered dependent at the time of the spouse's death.
  - e) Bargaining unit members who retire on or after the effective date of this Agreement but who are not eligible for District paid benefits, may purchase continued coverage under the District's medical, dental and vision plans at their own expense.
  - f) If insurance premium costs become excessive, the District may, subject to availability, offer retirees an alternative plan with modified benefits; in such event retirees will still retain the option to participate in the active employee plan or enroll in the modified plan.
  - g) A retired employee or surviving spouse may enroll in the District's health and welfare benefit plans only once, pursuant to this Article. A retired employee or surviving spouse who voluntarily terminates coverage under this policy may be excluded from obtaining coverage again.

- h) The surviving spouse of an employee who retires on or after the effective date of this Agreement, but was not eligible for District paid benefits, or the surviving spouse of an employee who dies while still employed, may enroll in the District sponsored medical, dental and health vision plans at his/her own expense provided the spouse was a covered eligible dependent at the time of the employee's retirement or death.

Section 9. The District shall pay the district portion of enrollment costs and fees for classified employees to take CMCCD's community education courses while employed for the District. Ed2Go courses are exempt from this section.

## **ARTICLE 20: Professional Growth**

Section 1. As part of an effort to encourage unit members to seek to improve their personal knowledge and skills, an amount not to exceed \$10,000 shall be set aside each fiscal year for payments to qualified unit members for reimbursement under provisions of this Article.

Section 2. A maximum of \$800 per year shall be granted to eligible, qualified employees to be used for reimbursement for verified costs of tuition, fees, books, and supplies for approved credited courses at Copper Mountain College, any other accredited college or university, or approved workshops from a recognized education vendor that relate to the employee's position or leads to an improvement of skills related to the unit member's present position.

Section 2.1. Tuition for eligible unit members who register for approved credited courses at Copper Mountain College shall be waived. The amount of the tuition waiver will be included in the \$800 annual total.

Section 3. To qualify for reimbursement of educational expenses, a unit member must be employed in a regular classification and:

- a) Receive approval of the Professional Growth Committee for planned courses or workshops from a recognized education vendor that relate to the employees position or leads to an improvement of skills related to the unit member's present position or which prepares the unit member for advancement to a position with the District, or prepares the unit member for a new career;
- b) Enroll in a class which is part of the approved plan;
- c) Submit a transcript from the institution attended evidencing completion of the class with a grade of "C" or better, or the equivalent;
- d) Submit documented proof of expenses related to the completed class to the Human Resources Office for reimbursement. Documentation must include other funding received for the requested educational courses. The committee shall consider these funds when verifying applicable costs.

Section 4. Unit members choosing to enroll in courses offered at Copper Mountain College may rearrange their work schedules to attend those classes under the following conditions:

- a) Prior to enrolling in the class, secure written permission from the immediate supervisor and Human Resources to rearrange work hours in order to be released during the time which classes meet, and to make up those hours within the same week in order not to exceed an eight (8) hour work day;
- b) Make application to the Committee to enroll in the class;
- c) Confirm enrollment and attendance in the class with the immediate supervisor.

Section 5. There shall be no limit to the number of units which an employee may take during a given semester or year as long as they fit within the above guidelines.

Section 6. A Professional Growth Committee shall be appointed consisting of three (3) unit members appointed by CSEA, and two (2) supervisors, classified or faculty employees appointed by the District Superintendent/President or designee and the Chief Human Resources Officer. The Chief Human Resources Officer will have a non-voting role, but will have the ability to vote in the event of a tied vote.

Section 6.1. The three (3) unit members shall be appointed by CSEA using a process CSEA determines.

Section 6.2. The two (2) supervisors, classified or faculty employees shall be appointed by the District Superintendent/President or designee.

Section 6.3. The committee shall develop and maintain a process for application by unit members for consideration under the provisions of the Article.

Section 6.4. The Committee shall develop and maintain necessary forms, time lines, and notification process to ensure that all eligible unit members are made aware of the opportunity to apply for consideration each semester or quarter.

Section 6.5. The Committee shall be responsible for review of all applications for reimbursement under the Article, and to make recommendations for such reimbursement.

Section 6.6. The Committee shall review the process developed under 6.4 and recommend revisions in forms or process as necessary.

Section 7. Annually the District and Association shall meet and negotiate if necessary in connection with determining whether then current District finances enable full funding of the cap in Section 1.

Section 8. Unit members shall participate in the District All-Staff meetings. In addition, the District shall schedule sixteen (16) hours per fiscal year to provide Professional Development training sessions for all classified unit members. Classified in-service training may be provided on different days for different departments in order to ensure equal access to professional development for all unit members. Employee attendance at professional

Collective Bargaining Agreement CSEA 2019-2022 updated MAY 2020  
development trainings will be scheduled with his/her supervisor. Whenever possible, training will be scheduled so that departments will remain open and services to students continue to be provided.

## **ARTICLE 21: Subcontracting**

- Section 1. The parties recognize and accept the District's need to contract for certain services.
- Section 2. While this Agreement is in effect the District shall not subcontract bargaining unit work normally and customarily performed by unit members. The District shall not contract work where such contract would cause the layoff and/or reduction in hours of then current bargaining unit employees and/or positions.
- Section 3. Absent an emergency the District will notify the Chapter Executive Board and the Labor Relations Representative of anticipated contracting decisions affecting unit work. Upon notification, if the Chapter Executive Board and the Labor Relations Representative consider the subcontracting is work normally and customarily performed by unit members, the District and Association may meet to discuss the concerns.

## **ARTICLE 22: Release Time**

- Section 1: The District shall grant release time without loss of compensation or benefits for unit members to attend the CSEA annual conference as delegates.
- Section 2: When the District requires an authorized Association representative to attend a meeting with the District representatives during the employee's work time then that employee shall be released without loss of compensation for the proposes of such meeting; if such meeting is held during the employee's off duty time then the employee shall be paid for actual time spent at the meeting. An authorized Association representative voluntarily attending such meeting on his/her off duty time shall not be compensated therefore. When an authorized Association representative initiates holding a meeting and the meeting is during off duty time then the employee shall not be paid therefore.
- Section 3: CSEA negotiations team members shall be allowed up to one hour for pre- and one hour for post-negotiations meetings among themselves and/or with the CSEA Labor Relations Representative on each day of scheduled negotiations when the pre- and post-negotiations meetings are within the negotiations team members' work schedule. When the Human Resources Department is informed within 72 hours, the Human Resources Department shall notify immediate supervisors of CSEA negotiations team members at least 48 hours in the advance of the negotiation schedule, including the pre- and post-meetings. If the Human Resources Department is not informed of the CSEA team composition 72 hours prior to a negotiations date, the CSEA team members shall notify their immediate supervisors at least 48 hours in advance.

Section 4: The CSEA Chapter President shall be granted two hundred and fifty (250) hours of paid release time per fiscal year to be used for Association business. The Chapter President shall designate bargaining unit members other than the President to use portions of this allocation as needed. A Request for Release Time form (Appendix K) must be submitted to the Chapter President (or designee's) supervisor at least three (3) working days in advance prior to such release. Approval of such release time shall be presumed unless denied in writing by the supervisor. Approval shall not be unreasonably denied. In the event that the employee's absence would create a hardship for the District, the supervisor may deny the request. Any paid hours beyond the two hundred and fifty (250) hours require prior approval from the Chief Human Resources Officer.

Section 4.1: The President of his/her designee shall provide a monthly schedule of planned release time to the affected supervisors and the Human Resources Department prior to the beginning of each month.

Section 4.2: In the event of an unplanned request for release time, Association officers/appointee(s) shall notify their immediate supervisor(s) at least 48 hours in advance and may be released from their duties through prior arrangement with their immediate supervisor.

Section 5: The CSEA President of his/her designee shall be granted release time to attend all District Board of Trustees meetings.

Section 6: The District agrees to grant release time to the CSEA President of his/her designee to perform services directly related to the processing of grievances. The word "processing" means to investigate, prepare, present, and to attend all meetings regarding the grievance with the aggrieved employee. The CSEA President or his/her designee shall not leave his/her work location for grievance processing purposes without prior notification to his/her supervisor. The CSEA President or his/her designee shall notify his/her immediate supervisor at least 48 (forty-eight) hours in advance when feasible. All release time for grievance processing is separate from any other available release time.

Section 7: Membership in the Classified Senate remains open to any otherwise eligible classified employee. However, the Association may appoint one (1) employee as its official representative to the Classified Senate to act as liaison between the Association and Senate. Such employee shall be entitled to up to one (1) hour per month of release time to attend Classified Senate meetings in the event one is scheduled during the employee's regularly scheduled work time.

Section 8: All release time shall be reported on the classified personnel's timesheet.

## **ARTICLE 23: Safety**

Section 1. The District shall make every reasonable effort to provide for a safe and healthy working environment for its employees during the hours of employment and shall promptly review conditions brought to its attention, and if appropriate, refer to the Safety Committee for review and recommendations.

- Section 2. The District shall maintain a Safety Committee comprised of two (2) members appointed by the District and two (2) members appointed by the Association (other bargaining units may have up to two (2) representatives as well). The Committee shall meet six times each fiscal year to review safety, health and sanitation conditions. The Committee shall make recommendations concerning such conditions.
- Section 3. No employee shall be discriminated against for bringing legitimate safety concerns to the Committee's and/or District's attention, nor shall there be any reprisals against such employee.
- Section 4. Employees shall comply with the District's reasonable rules, regulations and directives designed to provide a safe and healthy workplace. The District shall establish/maintain written emergency procedures and/or comprehensive safety plans, copies of same shall be distributed to employees. Whenever the District directs the wear and/or use of safety equipment or devices, the District shall be responsible for providing such equipment and devices.
- Section 5. The District shall provide annual in-service training to unit members on matters of health and safety, including, at minimum, fire safety, active shooter, and the handling of hazardous materials as applicable. Unless otherwise indicated, unit members' attendance is required.

## **ARTICLE 24: Personnel Files**

- Section 1. Unit member personnel files shall be maintained at the District's Human Resources Office. All personnel files shall contain copies of all evaluations. Unit members shall have the right to place any training certificates or awards in their personnel files by submitting a copy to Human Resources. Effective July 1, 2010, personnel files shall contain copies of unit member's current and subsequent job description(s).
- Section 2. Unit members shall receive copies of all derogatory material placed in their personnel file and shall be given an opportunity of reviewing the material and submitting a written response to such derogatory material within ten (10) working days of receipt prior to placement in the personnel file. The District shall be responsible for attaching the response to the derogatory material and placing both in the personnel file. Such derogatory material placed in the personnel file shall be signed and dated.
- Section 3. The employee shall notify Human Resources in advance of his/her desire to review the material; the review shall take place during normal business hours, and the employee shall be released from duty for this purpose without reduction in pay.
- Section 4. The unit member or their designee(s) shall have access to the personnel file during regular business hours of the District. The unit member or their designee may review the personnel file at that time. The unit member shall not have the right to inspect the file at a time when the employee is actually required to render services to the District. The unit member or their designee may receive copies of any documents they deem necessary from the personnel file.

Section 5. When a unit member's files are to be accessed, a log shall show the name of the person opening the file and the date the activity occurred.

## **ARTICLE 25: Savings and Separability**

Section 1. In the event any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, inclusive of appeals, if any, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of the Agreement will continue and remain in full force and effect.

Section 2. In the event provisions are invalidated as described above, the parties shall, upon request, meet no later than fifteen (15) working days after such request to discuss the impact of such a holding and to negotiate possible alternative provisions.

## **ARTICLE 26: Complete Understanding**

Section 1. All conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to Government Code Sections 3540, *et seq.*, in effect in the District prior to and at the time this Agreement is signed are null and void. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or applied to provide unit members with professional or other advantages heretofore enjoyed unless expressly stated herein.

Section 2. During the course of the negotiations leading to this Agreement, both parties enjoyed the unfettered right to make proposals, counter-proposals, responses and to exchange information about the matters which are covered by this Agreement as well as matters which may have been excluded from this Agreement. Accordingly, except as specifically provided herein, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 27: Term and Duration**

Except as otherwise specifically provided herein, the effective dates of this Agreement shall be from July 1, 2019 through June 30, 2022, and shall continue in effect from year to year thereafter unless amended, modified or terminated as provided herein. Any party wishing to amend, modify or terminate this Agreement shall send written notice to the other party of its intentions to do so no sooner than January 1, 2020, and no later than March 31, 2022. Thereafter the parties shall meet and negotiate in a good faith attempt to reach agreement for a successor collective bargaining agreement.

The District or CSEA may reopen negotiations, upon written notification to the other party on or before March 31 of any calendar year, on Article 18: Compensation and Benefits and Article 19: Health and Welfare Benefits and two other articles selected by each party.

**APPENDIX A: Grievance Form** (Article XVII)

**COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT**  
**Classified Grievance Form**  
**CSEA Agreement, Article XVII – Appendix A**

Employee Name \_\_\_\_\_ Department \_\_\_\_\_

Immediate Supervisor/Designee \_\_\_\_\_ Date of Incident \_\_\_\_\_

Date of Informal Conference \_\_\_\_\_ Date of Informal Response \_\_\_\_\_

State the Contract Articles and Sections alleged to have been violated \_\_\_\_\_

Employee's factual statement of incident, alleged violation and grievance. Provide all facts necessary to support your position.  
(Attach second sheet if necessary).

State full relief/remedy/action you believe is required to resolve your grievance.

Employee Representative (if any) \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

I. Step 1, Immediate Supervisor: [15 days following act or knowledge of the act]	Date of Receipt: Date of Response: Grievance Resolved: Grievance Denied:
II. Step 2, Chief Human Resources Officer [Appeal within 15 working days of receipt of Step 2 response]	Date of Receipt: Date of Response: Grievance Resolved: Grievance Denied:

**Collective Bargaining Agreement CSEA 2019-2022 updated MAY 2020**

<b>III. Step 3, Superintendent/President</b> [Appeal within 15 working days of receipt of Step 3 response]	Date of Receipt: Date of Response: Grievance Resolved: Grievance Denied:
<b>IV. Step 4, Mediation, (Optional)</b>	Date of Mediation: Result:
<b>IV. Step 5, Arbitration</b>	Date of Receipt: Date of Hearing: Date of Decision:

**APPENDIX B: Classified Salary Schedule**

<b>CLASSIFIED HOURLY RATES CLAS-HRLY - EFFECTIVE 7/1/2018</b>									
3.50%	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>7</b>	\$ 15.40	\$ 16.21	\$ 17.07	\$ 17.98	\$ 18.93	\$ 19.93	\$ 20.99	\$ 22.10	\$ 23.27
<b>8</b>	\$ 16.21	\$ 17.07	\$ 17.98	\$ 18.93	\$ 19.93	\$ 20.99	\$ 22.10	\$ 23.27	\$ 24.51
<b>9</b>	\$ 17.07	\$ 17.98	\$ 18.93	\$ 19.93	\$ 20.99	\$ 22.10	\$ 23.27	\$ 24.51	\$ 25.81
<b>10</b>	\$ 17.98	\$ 18.93	\$ 19.93	\$ 20.99	\$ 22.10	\$ 23.27	\$ 24.51	\$ 25.81	\$ 27.17
<b>11</b>	\$ 18.93	\$ 19.93	\$ 20.99	\$ 22.10	\$ 23.27	\$ 24.51	\$ 25.81	\$ 27.17	\$ 28.61
<b>12</b>	\$ 19.93	\$ 20.99	\$ 22.10	\$ 23.27	\$ 24.51	\$ 25.81	\$ 27.17	\$ 28.61	\$ 30.13
<b>13</b>	\$ 20.99	\$ 22.10	\$ 23.27	\$ 24.51	\$ 25.81	\$ 27.17	\$ 28.61	\$ 30.13	\$ 31.73
<b>14</b>	\$ 22.10	\$ 23.27	\$ 24.51	\$ 25.81	\$ 27.17	\$ 28.61	\$ 30.13	\$ 31.73	\$ 33.41
<b>15</b>	\$ 23.27	\$ 24.51	\$ 25.81	\$ 27.17	\$ 28.61	\$ 30.13	\$ 31.73	\$ 33.41	\$ 35.18
<b>16</b>	\$ 24.51	\$ 25.81	\$ 27.17	\$ 28.61	\$ 30.13	\$ 31.73	\$ 33.41	\$ 35.18	\$ 37.04
<b>17</b>	\$ 25.81	\$ 27.17	\$ 28.61	\$ 30.13	\$ 31.73	\$ 33.41	\$ 35.18	\$ 37.04	\$ 39.01
<b>18</b>	\$ 27.17	\$ 28.61	\$ 30.13	\$ 31.73	\$ 33.41	\$ 35.18	\$ 37.04	\$ 39.01	\$ 41.07
<b>19</b>	\$ 28.61	\$ 30.13	\$ 31.73	\$ 33.41	\$ 35.18	\$ 37.04	\$ 39.01	\$ 41.07	\$ 43.25
<b>20</b>	\$ 30.13	\$ 31.73	\$ 33.41	\$ 35.18	\$ 37.04	\$ 39.01	\$ 41.07	\$ 43.25	\$ 45.54
<b>21</b>	\$ 31.73	\$ 33.41	\$ 35.18	\$ 37.04	\$ 39.01	\$ 41.07	\$ 43.25	\$ 45.54	\$ 47.96
<b>22</b>	\$ 33.41	\$ 35.18	\$ 37.04	\$ 39.01	\$ 41.07	\$ 43.25	\$ 45.54	\$ 47.96	\$ 50.50
<b>23</b>	\$ 35.18	\$ 37.04	\$ 39.01	\$ 41.07	\$ 43.25	\$ 45.54	\$ 47.96	\$ 50.50	\$ 53.18
<b>24</b>	\$ 37.04	\$ 39.01	\$ 41.07	\$ 43.25	\$ 45.54	\$ 47.96	\$ 50.50	\$ 53.18	\$ 55.99
<b>25</b>	\$ 39.01	\$ 41.07	\$ 43.25	\$ 45.54	\$ 47.96	\$ 50.50	\$ 53.18	\$ 55.99	\$ 58.96

Collective Bargaining Agreement CSEA 2019-2022 updated MAY 2020

<p><b>CLASSIFIED</b>  <b>ANNUAL RATES - 12 MONTH EMPLOYEES</b>  <b>CLAS-A -- EFFECTIVE 7/1/2018</b></p>									
	A	B	C	D	E	F	G	H	I
4	27,534.56	28,993.89	30,530.56	32,148.69	33,852.56	35,646.76	37,536.03	39,525.44	41,620.29
5	28,993.89	30,530.56	32,148.69	33,852.56	35,646.76	37,536.03	39,525.44	41,620.29	43,826.16
6	30,530.56	32,148.69	33,852.56	35,646.76	37,536.03	39,525.44	41,620.29	43,826.16	46,148.95
7	32,148.69	33,852.56	35,646.76	37,536.03	39,525.44	41,620.29	43,826.16	46,148.95	48,594.84
8	33,852.56	35,646.76	37,536.03	39,525.44	41,620.29	43,826.16	46,148.95	48,594.84	51,170.38
9	35,646.76	37,536.03	39,525.44	41,620.29	43,826.16	46,148.95	48,594.84	51,170.38	53,882.41
10	37,536.03	39,525.44	41,620.29	43,826.16	46,148.95	48,594.84	51,170.38	53,882.41	56,738.17
11	39,525.44	41,620.29	43,826.16	46,148.95	48,594.84	51,170.38	53,882.41	56,738.17	59,745.29
12	41,620.29	43,826.16	46,148.95	48,594.84	51,170.38	53,882.41	56,738.17	59,745.29	62,911.79
13	43,826.16	46,148.95	48,594.84	51,170.38	53,882.41	56,738.17	59,745.29	62,911.79	66,246.13
14	46,148.95	48,594.84	51,170.38	53,882.41	56,738.17	59,745.29	62,911.79	66,246.13	69,757.17
15	48,594.84	51,170.38	53,882.41	56,738.17	59,745.29	62,911.79	66,246.13	69,757.17	73,454.30
16	51,170.38	53,882.41	56,738.17	59,745.29	62,911.79	66,246.13	69,757.17	73,454.30	77,347.38
17	53,882.41	56,738.17	59,745.29	62,911.79	66,246.13	69,757.17	73,454.30	77,347.38	81,446.79
18	56,738.17	59,745.29	62,911.79	66,246.13	69,757.17	73,454.30	77,347.38	81,446.79	85,763.46
19	59,745.29	62,911.79	66,246.13	69,757.17	73,454.30	77,347.38	81,446.79	85,763.46	90,308.93
20	62,911.79	66,246.13	69,757.17	73,454.30	77,347.38	81,446.79	85,763.46	90,308.93	95,095.29
21	66,246.13	69,757.17	73,454.30	77,347.38	81,446.79	85,763.46	90,308.93	95,095.29	100,135.35
22	69,757.17	73,454.30	77,347.38	81,446.79	85,763.46	90,308.93	95,095.29	100,135.35	105,442.53
23	73,454.30	77,347.38	81,446.79	85,763.46	90,308.93	95,095.29	100,135.35	105,442.53	111,030.97
24	77,347.38	81,446.79	85,763.46	90,308.93	95,095.29	100,135.35	105,442.53	111,030.97	116,915.62
25	81,446.79	85,763.46	90,308.93	95,095.29	100,135.35	105,442.53	111,030.97	116,915.62	123,112.14

## APPENDIX C: Performance Evaluation Report

### COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT

**PERFORMANCE EVALUATION REPORT  
CLASSIFIED PERSONNEL**

**\*The primary purpose of the evaluation shall be to assist the unit member in improving job knowledge and skills and to recognize the unit member's contribution to the District.**

Employee's Name: \_\_\_\_\_  
Last First

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_

**Evaluation Type - Check Appropriate Box Below:**

**Probationary Evaluation:**

3<sup>rd</sup> Month: \_\_\_\_\_  
6<sup>th</sup> Month: \_\_\_\_\_  
8<sup>th</sup> Month: \*\* \_\_\_\_\_

**Annual Evaluation:** \_\_\_\_\_

**Special Evaluation:** \_\_\_\_\_

Purpose: \_\_\_\_\_

**\*\*Recommend for Permanency:** Yes \_\_\_\_\_ No \_\_\_\_\_ (Complete only at end of 8<sup>th</sup> month)

**RATING KEY:**

- 4. Excellent
- 3. Good
- 2. Satisfactory

1. Improvement Needed

**RELATIONSHIP WITH OTHERS:**

**Rating:** \_\_\_\_\_

Works cooperatively and courteously with students, co-workers, management, and the public; is willing to assist co-workers; follows supervisor's instructions; willingly shares knowledge with others.

**Supporting Observations & Comments:**

**PERSONAL CHARACTERISTICS:**

**Rating:** \_\_\_\_\_

Contributes to positive morale within area of assignment and the College as a whole; is able to accept constructive criticism and suggestions; accepts and easily applies change; demonstrates flexibility; accepts and consistently performs job responsibilities; is willing to expand job knowledge.

**Supporting Observations & Comments:**

**KNOWLEDGE OF WORK:**

**Rating:** \_\_\_\_\_

Demonstrates appropriate skills; is aware of and applies District and/or departmental policies and procedures; works well independently or in a group environment and consistently completes all assignments.

**Supporting Observations & Comments:**

**ATTENDANCE AND DEPENDABILITY:**

**Rating:** \_\_\_\_\_

Consistently arrives to work on time; adheres to meal and rest break policies and procedures; leaves work on time or communicates with appropriate supervisor during unusual circumstances.

**Supporting Observations & Comments:**

---

**INITIATIVE:**

**Rating:** \_\_\_\_\_

Continually looks for ways to improve-and streamline processes within the department; takes ownership for productivity.

**Supporting Observations & Comments:**

---

**SAFETY PROCEDURES:**

**Rating:** \_\_\_\_\_

Observes safety practices and follows safety policies and procedures.

**Supporting Observations & Comments:**

---

**QUALITY OF WORK:**

**Rating:** \_\_\_\_\_

Demonstrates neatness, accuracy, thoroughness, and completeness in work product; takes pride in work

**Supporting Observations & Comments:**

---

**QUANTITY OF WORK:**

**Rating:** \_\_\_\_\_

Completes work in reasonable length of time; maintains reasonable work speed

**Supporting Observations & Comments:**

---

**GOALS AND OBJECTIVES:** Supervisor and employee should jointly establish goals and objectives for the coming year. (Use additional paper if necessary)

---

**ADDITIONAL FACTORS:** List any strengths not already covered.

---

---

In what areas if any does the employee need to improve performance?

List specific recommendations to help employee improve performance including timelines, available assistance and consequences for continued lack of performance.

**RATING KEY:**

- 32-28 Excellent: Exceeds most performance requirements and standards
- 27-21 Good: Exceeds many performance requirements and standards
- 20-16 Satisfactory: Meets all performance requirements and standards
- 15-8 Improvement Needed: Does not meet the performance requirement or standards in many areas or has a deficiency in an area that has an impact to the college, students, employees or the public; specific areas of improvement must be identified including objectives, timelines, coaching and consequences of continued lack of improvement.

**RATING KEY:**

- 32-28 Excellent: Exceeds most performance requirements and standards
- 27-21 Good: Exceeds many performance requirements and standards
- 20-16 Satisfactory: Meets all performance requirements and standards
- 15-8 Improvement Needed: Does not meet the performance requirement or standards in many areas or has a deficiency in an area that has an impact to the college, students, employees or the public; specific areas of improvement must be identified including objectives, timelines, coaching and consequences of continued lack of improvement.

**OVERALL RATING OF PERFORMANCE:** \_\_\_\_\_

---

**Employee**

Collective Bargaining Agreement CSEA 2019-2022 updated MAY 2020

You have the opportunity of attaching a written response within fifteen (15) working days, which shall become part of the permanent record. My signature below is an acknowledgement that I have seen and discussed this evaluation with my supervisor, but does not necessarily imply agreement with the conclusions. I understand that I have (15) working days to attach any response to this evaluation.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**Supervisor**

Please give the employee a copy of the completed evaluation form following the evaluation meeting. The copy should have your signature and the employee signature. Please retain a copy for your records and submit the original to the Human Resources Office.

\_\_\_\_\_  
Evaluation Meeting Date

\_\_\_\_\_  
Supervisor's Name

\_\_\_\_\_  
Supervisors Signature

***Administrative Review and Comments:***

\_\_\_\_\_  
Administrative Signature

\_\_\_\_\_  
Date

## APPENDIX D: Catastrophic Leave Donation Form

### COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT

#### CSEA Catastrophic Leave Bank Donation Form

##### Article X, Section 14

In accordance with the District/CSEA Collective Bargaining Agreement, Article X, Section 14, Classified Employees may elect to participate in the Catastrophic Leave Bank. Eligible employees must have more than five days of accumulated sick leave to participate in the Catastrophic Leave Bank. Leave donations may be made during the open enrollment period (July 1 – October 1, 2018). Employees on an approved leave of absence during the open enrollment period may donate to the leave bank within thirty (30) calendar days of their return to work. Only donors to the bank are eligible for withdrawals from the bank.

Employees may elect to participate by donating at least one (1) day of accumulated sick or accrued vacation leave to the bank. An employee may not contribute more than eight (8) days to the Catastrophic Leave Bank in any one open enrollment period. Once a unit member becomes a participant, he/she shall not be required to reenroll each year.

#### I am donating to the Catastrophic Leave Bank:

\_\_\_\_\_ Sick Day(s) and/or \_\_\_\_\_ Vacation Day(s)  
(1 day = current daily hours assigned).

Payroll is authorized to transfer this from my accrued sick or vacation leave.

I understand that this leave donation is irrevocable in accordance with the District/CSEA Agreement. I have read and understand the terms and conditions of the District/CSEA Agreement Article X, Section 14, Catastrophic Leave Bank. Further, I agree to hold harmless the District, the Association and the Committee harmless for any and all claims and liabilities arising out of such deposit and/or its subsequent use.

Name: \_\_\_\_\_  
Please Print

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Please retain a copy for your records and submit the completed form to Human Resources Office during the open enrollment period from July 1 to October 1, each year.

\*\*\*\*\*

## APPENDIX E: Catastrophic Leave Withdrawal Form

### COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT

#### CSEA Catastrophic Leave Bank Withdrawal Form

##### Article X, Section 14

In accordance with the District/CSEA Agreement, Article X, Section 14, bargaining unit members who have elected to participate in the Catastrophic Leave Bank are eligible to withdraw from the bank in the case of a Catastrophic event. Eligible employees must fill out and return this request form to the CSEA Chapter 800 Executive Board. The CSEA Chapter 800 Executive Board will forward the request form to the Catastrophic Leave Committee for approval. In order to be eligible to withdraw from the Catastrophic Leave bank bargaining unit members must meet all of the requirements listed in Article X, section 14.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Number of hours worked per week: \_\_\_\_\_

Number of hours requested from Catastrophic Leave Bank: \_\_\_\_\_

Reason for request:

\_\_\_\_\_

\_\_\_\_\_ (Attach additional sheets as necessary)

Request # ☐ 1<sup>st</sup> request ☐ 2<sup>nd</sup> request

If second request, number of days received previously: \_\_\_\_\_

I understand that the Catastrophic Leave Bank Committee may request additional information as stated in Article X, section 14.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **For Use by Catastrophic Leave Committee Only:**

☐ Approved ☐ Denied

**If Denied reason:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Committee Member signatures**

\_\_\_\_\_



**APPENDIX G: Waiver of Lunch/Meal Period**

**COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT**

**Waiver of Lunch/Meal Period**

Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ Dept: \_\_\_\_\_

In accordance with Federal and State rules and regulations:

An employee who works a shift of six (6) hours or less may voluntarily agree to waive the right to a meal period. Similarly, if an employee works a shift of twelve (12) hours or less, the employee may voluntarily agree to waive the second meal period (if the first meal period has not been waived).

My signature below indicates that I am waiving my meal period. I understand that I can revoke this waiver at any time.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

## APPENDIX H: Overtime/Comp Time Approval Form

### COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT

#### Overtime/Compensatory Time Approval Form

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Title: \_\_\_\_\_ Dept: \_\_\_\_\_

**Overtime or compensatory (comp) time must be pre-approved by the employee's immediate supervisor whenever possible.**

I am requesting: (Please check one) \_\_\_\_\_ **Overtime Pay** \_\_\_\_\_ **Comp Time**

Note: Comp time over 8 hours per day/40 hours per week is earned at the overtime rate. (1 1/2 times normal rate)

Date	# of Hours	Reason for Overtime

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Vice President Signature/  
or Superintendent/President

\_\_\_\_\_  
Date

**For overtime to be paid, a form must be completed for each event and attached to the corresponding timesheet.**

**Payroll Office Use Only.**

Received By:

Date:

## APPENDIX I: Report/Request of Absence Form

### COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT REPORT / REQUEST OF ABSENCE FOR CLASSIFIED STAFF

Date: \_\_\_\_\_

Name: \_\_\_\_\_ # of Day(s): \_\_\_\_\_ # of Hours: \_\_\_\_\_

Date(s) of Absence: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Vacation and use of earned comp time require prior authorization. Personal Necessity, Personal Leave (without pay), Family Care Leave require prior approval except in the case of an emergency. Jury Leave requires prior notification. For all other leaves employee shall notify their immediate supervisor or designee as far in advance of all absences as practical; in no circumstances shall notice be less than thirty (30) minutes prior to the start of their shift.

- ☐ VACATION LEAVE (earned leave)
- ☐ SICK LEAVE
- ☐ ONE FLOATING HOLIDAY
- ☐ JURY LEAVE
- ☐ BEREAVEMENT LEAVE (Name, Relationship, & Location Required)
- ☐ COMP TIME (using previously earned time)
- ☐ PERSONAL LEAVE (without pay-**WITH PRIOR HR APPROVAL**)
- ☐ FAMILY CARE LEAVE (**Previously processed through HR**)

**Approval:** ☐ Yes ☐ No

#### PERSONAL NECESSITY LEAVE Up to (7) days accumulated sick leave

- ☐ ACCIDENT
- ☐ COURT APPEARANCE
- ☐ DEATH OR SERIOUS ILLNESS OF THE IMMEDIATE FAMILY  
(Name & Relationship Required)
- ☐ FAMILY EMERGENCIES
- ☐ EMERGENCY ADMINISTRATION OF ESTATE PROBLEMS
- ☐ MATTERS OF COMPELLING PERSONAL IMPORTANCE
- ☐ 2 DAYS OF THE SEVEN (7) ALLOWABLE PER CSEA CONTRACT

\_\_\_\_\_  
Immediate Supervisor  
Revised 7-1-14

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

**APPENDIX J: Reclassification Request Form****RECLASSIFICATION REQUEST FORM****Application submittal period is February 1<sup>st</sup> through March 15<sup>th</sup>**

Reclassification is a change in title and/or job description that includes permanent, new, or different duties/tasks which are not currently in the job description. *Increased work load WILL NOT be considered.* Be sure to attach your current job description.

**1. Background Information**

Name:	Job Classification:
Name of Department/Site:	Job Title:
Primary Phone Number:	Primary Email Address:
Work Hours: Start Time _____ End time _____	Total Hours per day _____ Mo. Per yr. _____
Length of time in current position: Years _____ Months _____	
Total length in District: Years _____ Months _____	
Name / Title of Immediate Supervisor:	

**2. Justification or Reason for Request**

- |   |   |
|---|---|
| <input type="checkbox"/> Change (evolution) of job duties                                   | <input type="checkbox"/> Consolidation of work units/services |
| <input type="checkbox"/> Restructure of department or other organizational impact           | <input type="checkbox"/> New programs/services                |
| <input type="checkbox"/> Legislative mandates/compliance requirements which impact position | <input type="checkbox"/> Lead responsibilities                |
| <input type="checkbox"/> Other  |   |

**3. In your opinion, is there an existing classification that adequately describes (an 80% match) your current duties and responsibilities?****Reclassification Questionnaire****1) Proposed Position Title \_\_\_\_\_ Range/Step \_\_\_\_\_****2) Position changes – Summarize the major additions and subtractions of duties addressing the following areas:**

- List the specific duties that have been added. Indicate if these duties were performed by any else in the past.
- Indicate when these duties were added on a permanent basis and how long they have been performed by this position.

- Describe how the level of complexity of the position has changed.

**3) Responsibility, Decision Making Authority and Problem Solving**

*Describe **only the changes** to problem solving and decision making authority by addressing the following areas:*

- What common problems, issues, or situation does the incumbent face and how often?
- What tools are used to resolve problems or make decisions?
- What are one or two realistic potential impacts of a poor decision?
- Does the position now impact a broader audience? If so, who and in what way?
- Describe how the resource and budget responsibility has changed.
- Describe any other **changes** that may apply (physical/ environment, equipment/ tools/ materials, additional languages, etc.)

**4) Duties**

*Provide any duties that are listed in your current job description that you no longer perform.*

**5) Qualifications**

*Describe any minimum qualifications (experience, skills, knowledge, certifications, and education) that have been changed as a result of these changes.*

- Confirm that the incumbent meets the minimum qualifications as outlined.

**Do you wish to request an interview with the committee?**

\_\_\_\_\_ YES    \_\_\_\_\_ NO    \_\_\_\_\_ Available if requested by committee

**If you want a group interview, please list the individuals involved:**

**Do you wish to have your supervisor interviewed?**

\_\_\_\_\_ YES    \_\_\_\_\_ NO    \_\_\_\_\_ Available if requested by committee

Please **do not** submit work samples or letters of recommendation with this application. These materials cannot be accepted for processing with your Reclassification Request and will be returned. If desired, you may share work samples with the Committee at time of interview.

Please submit your Reclassification Request as a PDF to [dmorris@cmccd.edu](mailto:dmorris@cmccd.edu).

## APPENDIX K: Request For Paid Release Time Form

<b>COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT</b>			
<b>REQUEST FOR PRESIDENTIAL PAID RELEASE TIME</b>			
PURSUANT TO ARTICLE 22 OF THE CLASSIFIED BARGAINING UNIT AGREEMENT			
Name _____		Date of Request _____	
_____		Date of Absence _____	Total Hours _____
Employee Signature	Start time _____	End Time _____	
<b>INSTRUCTIONS:</b> A Request for Presidential Paid Release Time form (Appendix <i>TBD</i> ) as approved by the Chapter President must be submitted to the supervisor or designee at least three (3) working days in advance prior to such release. Approval of such release time shall be presumed unless denied in writing by the supervisor or designee. Approval shall not be unreasonably denied.			
		[ ] Approved	[ ] Denied
_____	_____	_____	_____
CSEA President Signature	Date	Supervisor Signature	Date
Revised: December 2017		Upon completion, please forward to Human Resources	