

OHLONE COMMUNITY COLLEGE DISTRICT
AGREEMENT

The Ohlone Community College District and
The California School Employees Association
Ohlone College Chapter No. 490
For the Office Technical & Business Service Unit

July 1, 2020 through June 30, 2023

Final as of September 25, 2021

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ARTICLE 1 - RECOGNITION

- 1.1. This Agreement is made and entered into this, 1st day of July 2017, by and between the Ohlone Community College District (hereinafter referred to as the "District") and California School Employees Association and its Ohlone Chapter #490 (hereinafter referred to as "CSEA", or the "Union"). The District confirms its recognition of CSEA as the exclusive representative for a unit of employees which includes, positions described in Appendix A - Classification List. The unit excludes management, confidential, and supervisory positions.
- 1.2. New Job Descriptions or Changes to Existing Job Descriptions
 - 1.2.1. The District shall provide written notice to the President of CSEA of any proposed new job descriptions or changes to existing job descriptions, prior to taking any other action.
 - 1.2.2. The District shall meet with CSEA within ten (10) working days to negotiate effects.
 - 1.2.3. Prior to implementing any new job descriptions or changes to existing job descriptions, the District agrees to schedule and provide release time to CSEA to meet a minimum of three (3) times within thirty (30) days, unless otherwise mutually agreed.
 - 1.2.4. A quorum of the CSEA negotiation team must be present.

ARTICLE 2 - TERMS OF AGREEMENT

- 2.1. This Agreement shall remain in full force and effect up to and including June 30, 2023, and thereafter shall continue in effect year by year unless one of the parties notifies the other, in writing, no later than March 1, of its request to modify, amend or terminate the Agreement for the succeeding year.
- 2.2. This Agreement shall be effective July 1, 2020, after ratification by the members of the bargaining unit and the approval by the Board of Trustees, and shall remain in full force and effect without change, addition or amendment from that date to June 30, 2023, except as otherwise provided in this Article.
- 2.3. The parties agree to two reopeners annually; one being Article 8 - Pay Allowance. The parties may open other articles if mutually agreed upon.
- 2.4. By written mutual consent of both parties, any provisions of the Agreement may be renegotiated at any time.

ARTICLE 3 - PAST PRACTICES

- 3.1. Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any unit member rights or privileges other than those expressly stated herein.
- 3.2. Parties agree that past practices, standards, obligations and commitments of the Board to its employees relating to this contract are rejected mutually as a condition of entering into this Agreement, except as they are expressly stated herein.

ARTICLE 4 - CONTRACTING OUT WORK

- 4.1. The District agrees not to contract out work except as permitted pursuant to the Education Code as it exists on the ratification date of this agreement.

ARTICLE 5 - ORGANIZATIONAL RIGHTS

- 5.1. CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 5.1.1. The right to have access to unit members before or after work or during authorized breaks.
 - 5.1.2. The right to distribute organizational literature on District property, including work areas, provided there is no interference with District business.
 - 5.1.3. The right to access to areas in which unit members work so long as organization representatives do not interfere with the work performance of any unit member. The representatives shall obtain permission from the supervisor or Human Resources prior to gaining access to the work area.
 - 5.1.4. The right to use bulletin boards designated for their use in appropriate places located in on-campus and off-campus facilities.
 - 5.1.5. The right to use District mailboxes. Communications placed in staff mailboxes shall state that it is officially authorized by CSEA. CSEA shall not use District postage machines.
 - 5.1.6. The right to use District facilities to conduct Chapter meetings and related activities. The scheduling and use of such facilities shall be in accordance with District policy.
 - 5.1.7. The right to use District telephones for local calls only. No long distance or other charges shall be billed to the District.
 - 5.1.8. The right for CSEA representatives to review unit member's personnel file or pay record when accompanied by the unit member or upon presentation of a written authorization signed by the unit member.
 - 5.1.9. The right to be supplied with a roster of all unit members in the bargaining unit showing name, department, work telephone number, home address and telephone number, personal cellular telephone number, and personal email addresses, "hire date," present classification and primary job site. The District shall provide a designated CSEA representative with the contact information on new hires within thirty (30) days of the date of hire and provide a periodic update of this contact information on the first working day of September and January. CSEA does not waive its right to demand this information at other times as necessary.

- 5.1.10. The right to maintain two (2) filing cabinets in a staff break room providing that space is available. Should space not be available in a staff break room, CSEA and the District will work together to find another similar, existing space. CSEA is responsible for locating and relocating the filing cabinets as necessary.
- 5.1.11. New Employee Orientation (NEO) – The right for a CSEA representative to participate in all NEOs conducted by the District for an employee hired into a classification for which CSEA is the exclusive representative, as follows:
- 5.1.11.1. NEO is any onboarding process of a newly hired classified employee into a classification for which CSEA is the exclusive representative, whether by a group or individual orientation, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment related matters. The District has the right to schedule the NEO and to decide whether to schedule the NEO as a group or individual orientation.
 - 5.1.11.2. The CSEA representative shall be released for a maximum of thirty (30) minutes from duty to participate in a NEO. Additional release time for travel and wait time shall be granted when needed.
 - 5.1.11.3. The District shall provide the CSEA local chapter President or designee notice no less than ten (10) days before the NEO, except for those instances where there is an urgent need critical to the District's operations that was not reasonably foreseeable. Upon the District's notice of the NEO, CSEA shall notify the District of the representative who will be attending the NEO. It is CSEA's responsibility to have a representative be available for the orientation and the District is not obliged to cancel a scheduled orientation due to unavailability from the CSEA representative.
- 5.1.12. The right for release time for up to two (2) bargaining unit members to attend CSEA's Annual Conference as chapter delegates. The maximum release time is forty (40) hours total to be used by one delegate or split between the two delegates attending, who is in working status during the Annual Conference. CSEA shall notify the District of the chapter delegates after their elections in the April chapter meeting.

- 5.2. CSEA reserves the right to negotiate hours, wages, and all other conditions of employment as specified under the provisions of the EERA law when the contract is open for bargaining or when required by applicable law.

ARTICLE 6 - DISTRICT RIGHTS

- 6.1. All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following not outlined by law:
- 6.1.1. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory and internal boundaries of all kinds, and advisory commissions and committees.
 - 6.1.2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement.
 - 6.1.3. The acquisition, disposition, number, location types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work service and activity functions assigned to such properties.
 - 6.1.4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency, and standards of service, and the personnel facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services rendered and functions to be performed, including educational, support, construction, maintenance and repair services.
 - 6.1.5. The utilization of personnel not covered by this Agreement and defined in Education Code Section 88003, to do work which is normally done by unit members covered hereby, and the methods of selection and assignment of such personnel.

- 6.1.6. The policies, procedures, objectives, goals and programs, including those relating to equipment and supplies, records, conduct, transportation, food services, racial and ethnic balance, extracurricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters, subject only to such consultation rights of the Association as are provided by law.
- 6.1.7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District not limited by law or the clear and explicit limitation contained in this agreement; equal employment policies and programs; the assignment of unit members to any location and also to any facilities, classrooms, functions, activities, departments, tasks or equipment not limited by law or this agreement; and the determination as to whether, when and where there is a job opening.
- 6.1.8. The creation of, and/or to cover new functions in, job classifications.
- 6.1.9. The duties and standards of performance for all unit members; and whether any unit member adequately performs such duties and meets such standards.
 - 6.1.9.1. The dates, times, and hours of operation of District facilities, functions, and activities, work schedules and academic calendar.
 - 6.1.9.2. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.
 - 6.1.9.3. The rules, regulations and policies for all unit members, students, and the public, subject only to law and/or clear and explicit limitations contained in this Agreement.
 - 6.1.9.4. The retirement of unit members for age or disability.
 - 6.1.9.5. The termination or layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by law and/or the clear and explicit language of this Agreement.

- 6.2. In addition to its statutory reserved rights, the District also retains within its sole discretion all rights and powers not expressly limited by law and/or the clear and explicit language of this Agreement, including, but not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 6.2.1. The rates of pay for any classifications implemented during the term of this Agreement.
 - 6.2.2. Security and safety measures and rules for unit members.
 - 6.2.3. Staffing patterns.
- 6.3. All other rights of management not expressly limited by law and/or the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above. The provisions expressed by law and this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right.
- 6.4. Any dispute arising out of or in any way connected with either the existence of, or the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not expressly limited by law and/or the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such rights, is not subject to the grievance provisions set forth in Article 14.
- 6.5. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The definition of "emergency" shall be subject to the grievance procedures.

ARTICLE 7 - MAINTENANCE OF OPERATIONS

- 7.1. CSEA agrees that for the term of this Agreement and until exhaustion of the impasse procedure to conclude a successor agreement, neither the Chapter, nor any person acting in its behalf, shall cause, authorize, engage in, encourage, or sanction: a work stoppage, slowdown, picketing (other than for informational purposes), sick-in, sympathy strike or strike by any euphemism whatsoever know, against the District, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment.
- 7.2. The District agrees it shall not, during the term of this Agreement, and until exhaustion of the impasse procedure to conclude a successor agreement, lockout any unit member in the bargaining unit.
- 7.3. A unit member shall not be entitled to any wages, vacation, sick leave, or compensatory time, while engaged in any activity prohibited in 7.1 of this Article.
- 7.4. The Chapter recognizes the duty and obligation of its representatives and members to comply with the provisions of this Agreement. In the event of any activity prohibited in 7.1 of this Article, the Chapter agrees to communicate and educate its members about the provisions of this Article.

ARTICLE 8 - PAY ALLOWANCES

- 8.1. The parties agree that the salary schedule shall be increased by percent5.07% effective July 1, 2021..
 - 8.1.1. The District Governing Board may determine to allocate funds specifically for an across-the-board wage increase on the salary schedule of any employee group providing that the employee group agrees to accept a percentage increase on its salary schedule. CSEA will receive the same percentage increase on its salary schedule.

This "ME TOO" provision excludes:

- (1) any and all current and future specific employee group salary triggers and formulas, including but not limited to UFO's growth formula;
- (2) targeted wage increases for specific or a group of classifications including but not limited to:
 - a. any and all individual and/or group classification, reclassifications, salary alignments, realignments, and market adjustments;
 - b. any and/or all promotions of a single class or an entire class of employees;

This "ME TOO" provision is expressly agreed to terminate and sunset in its entirety as of June 30, 2023, and will not continue

in effect for future contracts, unless an express ratified agreement continues this in effect.

- 8.1.2. CSEA and the District agree to continue to meet and negotiate in good faith about compensation and other economic issues even when the contract is closed, upon the request of the other.
- 8.2. The District agrees to maintain step movement, on the salary schedule, for the life of the contract.
- 8.3. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.
- 8.4. Frequency. All unit members shall be paid once per month, payable on/or before the last working day of the month in which the unit member was in a paid status. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. Pay dates may vary in the months that conclude a semester.
- 8.5. The date of advancement to the next succeeding step of the salary schedule shall be determined by the annual anniversary date of employment by the District. If the unit member's annual anniversary date is between the first (1st) and the fifteenth (15th) of the month, the unit member will receive a step advance on the first (1st) of that month. If a unit member's annual anniversary date is between the sixteenth (16th) and the last day of the month, the unit member will receive a step advance on the first (1st) day of the following month.
- 8.6. A five percent (5%) longevity salary increase shall be granted to unit members commencing at the start of the tenth (10th) year of employment, at the start of the fifteenth (15th) year of employment, at the start of the twentieth (20th) year of employment, and at the start of the twenty-fifth (25th) year of employment with the District effective July 1, 2011.
- 8.7. When a unit member is promoted from a position in one classification to a position in a higher classification and, at the time of promotion, is receiving a salary equal to or greater than the minimum for the higher class, he/she shall be entitled to the step in the salary scale of the higher class next above the wage rate they had previously received (minimum step one and maximum step six of the salary range for the position).
- 8.8. Salary on Promotion or Reclassification: A unit member who is promoted or reclassified shall be placed on a step in the higher salary range which is at least five percent (5%) above his/her current salary.
 - 8.8.1. Additional salary advances/steps shall be effective annually thereafter.

- 8.9. Salary on Re-hire from Re-employment List: When a person is re-hired from a re-employment list to a position in his/her former class, or a comparable class, he/she shall be placed on the same step as he/she was at the time of placement on the re-employment list.
- 8.10. Salary on Voluntary Demotion: When a unit member elects to take a voluntary demotion, he/she shall be placed on the same step and range on the salary schedule as he/she held in the original class from which he/she was promoted.
- 8.10.1. When said unit member elects to return to a vacant position in the former class, he/she shall be placed on the same step and range on the salary schedule as he/she held in the original class from which he/she was promoted.
- 8.11. Out of Class Pay: A unit member shall not be required to perform duties which are not fixed and prescribed for the position, for any period of time which exceeds ten (10) working days within a fifteen (15) day period, except as provided herein.
- 8.11.1. Performing Duties in Higher Classification. A unit member who is required to perform duties inconsistent and in a classification higher than his/her regular assignment will be paid a 10 percent (10%) of the unit member's hourly rate or the hourly rate of the higher classification range's first step, whichever is higher, beginning on the tenth (10th) working day until the end of the out of class work.
- 8.11.2. Performing Duties in Equal or Lower Classification. A unit member may also be required to perform duties inconsistent and in a classification equal to or lower than his/her regular assignment with no increase or loss in pay.
- 8.12. Travel/Conference Expenses. Receipts and/or verification of expenses, acceptable to the District and to the IRS, are required to be submitted to the District - if the unit member is seeking reimbursement - within thirty (30) days of the expense being incurred. For expenses incurred in June, receipts and/or verification of expenses, acceptable to the District and IRS, are required to be submitted to the District by the end of the fiscal year. Any expenses must be in accordance with District requirements.
- 8.12.1. Mileage: Any unit member required to use his/her vehicle on District business shall be reimbursed at the IRS rate determined in January for all miles required to be driven on behalf of the District in that calendar year. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District business if the unit

member returns to his/her normal job site or if the unit member has to drive by his/her normal job site on the way home. Actual mileage shall be paid but not the miles that are normal home to work commute. This amount shall be payable in a separate warrant.

8.12.2. Meals. Any unit member who, as a result of work assignment, must have meals outside of the District shall be reimbursed for the full cost of the meal, including tips and/or gratuity but excluding any purchase of alcohol, subject to the District maximum meal allowance specified by the Governing Board.

8.12.3. Lodging: Any unit member who, as a result of work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of a moderate or standard room for such lodging. Where possible, the District shall provide advance funds to the unit member for such lodging. Receipts shall be submitted to substantiate cost prior to reimbursement.

8.13. Reimbursement for Physical Examinations. The District agrees to provide the full cost of any medical examination required as a condition of continued employment. The District retains the authority to designate the examining physician and facility.

8.14. Shift Differential.

8.14.1. The District agrees to compensate unit members assigned to any shift which begins at or after 10:00 p.m. and terminates before 9:00 a.m. at the rate of 2.5% of his/her regular wage, in addition to his/her regular wage. Said unit member(s) shall be assigned a work shift of eight (8) hours, inclusive of a one-half (1/2) hour paid meal period. Such compensation shall be deemed a shift differential.

8.14.2. A unit member assigned to a shift which entitles him/her to differential compensation shall not lose compensation when temporarily, for twenty (20) days or less, assigned to a shift for which differential compensation is not designated.

ARTICLE 9 - PAYROLL DEDUCTIONS

- 9.1. The District will deduct from the pay of Association members and pay to the association the normal and regular monthly Association membership dues as authorized in writing by the unit member on the appropriate form subject to the following conditions:
- 9.1.1. Such deduction shall be made only upon submission of the appropriate form to the designated representative of the District duly completed and executed by the unit member and the Association.
 - 9.1.2. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
 - 9.1.3. The District shall notify CSEA if any member revokes a dues authorization.
 - 9.1.4. The Association shall hold the District harmless from any and all claims or actions pertaining to the enforcement or application of 9.1.1 through 9.1.3.

ARTICLE 10 - HEALTH AND WELFARE BENEFITS

- 10.1. Employee and Dependent Insurance Coverage: The District agrees to pay the full cost of all full-time unit members in the bargaining unit and their dependents for programs of insurance except as stated in 10.1.1. The District shall negotiate with CSEA concerning any change in the insurance carriers during the life of this Agreement.

District contribution for health insurance: In order to move towards achieving the District goal of benefit equity for all employee groups, effective July 1, 2015, the District will have a 2-tier monthly health insurance premium District contribution.

Employees hired prior to **July 1, 2015** (current employees) will be 1st Tier:

The District will maintain its monthly health insurance premium contribution for each employee to pay the full cost of health insurance coverage up to a maximum District contribution of \$1492.79. This group of employees represents the current system and will be receiving 1st Tier contributions.

Employees hired on or after **July 1, 2015** (new employees) will be 2nd Tier*:

The District will provide a monthly health insurance premium contribution for each employee to pay the full cost of health insurance coverage up to a maximum District contribution of **\$1,200**. This group of employees represent employees hired after July 1, 2015 and will be receiving 2nd Tier contributions.

- 10.1.1. Medical: Effective January 1st, the District will provide a maximum monthly contribution reflected above with the first deduction taken from the December paycheck, based on twelve (12) months toward the premium cost of the District medical plan selected by an eligible full-time unit member. The eligible unit member is responsible, through payroll deduction, for any excess premium pertaining to the plan selected. The eligible unit member is also responsible for all co-pays and other costs required to be paid by the health insurance plan.

- 10.1.1.1. District Contribution for Part Time Employees' Medical Insurance Premiums.

The District will contribute toward a part-time employee's medical insurance premium an amount up to the employee's current FTE multiplied by the current monthly medical allowance. This means the District contribution is based on pro-rating the full-time monthly allowance for medical insurance by the employee's FTE status rather than the current method

of applying the proration of the actual premium selected by the employee.

Example:

Current computation and proration:

Employee hired at 75% FTE after July 1, 2015

The employee selects a medical plan costing \$700 in monthly premium. The District computes the employer paid portion by pro-rating the actual cost of the medical premium. This method results in the employee paying 25% of the \$700 monthly premium, which is \$175.00 per month, with the District contribution to the monthly premium being 75% of the \$700 monthly premium, which is a District contribution of \$525.00 per month.

New computation and proration:

Employee hired at 75% FTE after July 1, 2015

The employee selects a medical plan costing \$700 in monthly premium. The District computes the employer paid portion by pro-rating the actual medical allowance/cap, which is \$1,200. The pro-rated cap for this employee is \$900. This method results in the employee not incurring any out-of-pocket costs, because the medical plan he/she selected is below the pro-rated District medical cap, which is \$900.

10.1.1.2. PERS Care PPO: The parties agree that PERS Care PPO will no longer be offered to unit members as of Open Enrollment in 2011. Any unit member who is currently enrolled in PERS Care will be able to continue with that plan at the current Employee-only coverage for as long as each such unit member is employed with the District or until the unit member selects another plan (the District contribution for PERS Care will not exceed the applicable cap). This exception applies to early retirees as well.

10.1.1.3. Cash-in-lieu of medical: Cash-in-lieu of medical benefits will not be offered.

10.1.2. Dental: The maximum dental benefit of \$1,500 shall be provided at a cost to be paid by the District through the end date of the current contract. The plan and benefit include two options - Delta Dental of California Premier Network and Out of Network with the current annual plan maximum of \$1,500.00. There is an additional PPO network option that has a higher plan maximum of \$2,000.00.

- 10.1.3. Vision: The College District shall provide a vision care plan substantially similar to Vision Service Plan Choice with a \$10.00 deductible for each eligible unit member and for each eligible unit member's dependent.
- 10.1.4. Life Insurance: All unit members covered by this Agreement shall be provided with \$30,000 in-group life insurance coverage. The premium for this coverage will be paid in full by the District for the term of this Agreement.
- 10.1.5. Short/Long Term Disability Insurance (formerly known as "Salary Continuance Program"): The District shall provide a private short/long term disability plan that is fully paid by the District for the unit member only.
- 10.1.6. Employee Assistance Program (EAP): The District shall provide an Employee Assistance Program (EAP) that is fully paid for by the District for the unit member and their families.
- 10.1.7. Flexible Benefits Plan (Section 125): The District agrees, to the extent legally permissible, to provide a Section 125 option.

10.2. Eligibility.

- 10.2.1. For purposes of this Article, a unit member shall be deemed to be a full-time unit member, when the unit member works a 40-hour work week and is in a paid status ten (10) or more months each year.
- 10.2.2. Permanent Part-time unit members shall be defined as those unit members who are scheduled to work 20 or more hours per week and in paid status for ten (10) or more months each year. Such unit members are eligible for all fringe benefits offered to full-time unit members on a prorated basis and will have prorated membership in the retirement program.
- 10.2.3. Any change of status that affects benefits programs must be reported to Human Resources in writing. Such changes will take effect within thirty (30) days.

10.3. Early Retirement:

Unit members may apply for early retirement benefits from the District under the following circumstances:

10.3.1. **Early Retirement Amendment:**

10.3.1.1. In order to maintain future fiscal solvency, the District will have a 2-tier retiree benefit eligibility structure.

10.3.1.2. Employees hired prior to **January 1, 2015** (current

employees) will be 1st Tier:

The unit member must be at least fifty-five (55) years of age and not more than sixty-four (64) years of age on the retirement date. The unit member must have rendered at least ten (10) years of service to the District. This group of employees represents the current system and will be receiving 1st Tier retiree benefit eligibility structure.

10.3.1.3. Employees hired on or after **January 1, 2015** (new employees) will be 2nd Tier*:

The unit member must be at least fifty-five (55) years of age and not more than sixty-four (64) years of age on the retirement date. The unit member must have rendered at least seventeen (17) years of service to the District. This group of employees represents the 2nd Tier retiree benefit eligibility structure.

10.3.4. The Unit member must submit, in writing, a notice of intention to retire from the District at least sixty (60) calendar days prior to the date the unit member retires, as a condition of receipt of early retirement benefits as set forth in this Section.

10.3.5. The District shall provide for unit members participating in this program medical benefits to the same extent provided to the member at the time of retirement for the unit member only. The district shall pay the full cost of the employee only coverage to the same extent provided to the member at the time of retirement, except that employees hired after January 1, 2018 who qualify under Tier 2 to participate in early retiree medical benefits, will receive employee only coverage up to a cap of \$950.00. Costs associated with premiums in excess of the cap will be paid by the early retiree. Said coverage shall cease upon any one of the following occurring:

10.3.5.1. The unit member reaches age sixty-five (65), or

10.3.5.2. The unit member dies or otherwise terminates participation in the program, or

10.3.5.3. The unit member is employed by another employer who provides paid medical benefits for its unit members, or

10.3.5.4. The District's insurance carrier declines to cover the unit member at the same rate for other full-time

unit members. Unit member shall have the option of picking up the difference in cost.

- 10.3.6. The unit member shall have the option of paying the premium to cover his/her spouse during the unit member's participation in this program.

10.4. Notification of Retirement

- 10.4.1. A Unit member who elects to retire must submit a notice of intention to retire from the District at least sixty (60) calendar days prior to the date the unit member retires.

** The Board of Trustees is committed to reorganizing how it offers health and welfare benefits to all employee groups, so that each receives similar benefits. To this end, the Board has developed a long-term plan to achieve this goal. As part of the plan, new members of CSEA will only be eligible for 2nd tier benefits.*

ARTICLE 11 - HOURS AND OVERTIME

- 11.1. 11.1. Workday. The length of the workday shall be designated by the District for each classified assignment consistent with the provisions set forth in this Agreement. Unless otherwise negotiated with CSEA and signed by CSEA in a document, each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours which shall be not less than four (4) hours per day for five (5) consecutive days. The parties agree that if the District assigns any unit member working in a classification covered by this Agreement to work less than four (4) hours per day, upon request, the District agrees to meet and negotiate with CSEA regarding such unit member.
- 11.2. Lunch Periods. All unit members covered by this Agreement shall be entitled to an uninterrupted unpaid lunch period after the unit member has been on duty for at least four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour, nor less than 1/2 hour, and shall be scheduled, for full-time unit members, at or about the midpoint of each work shift.
- 11.2.1. Unit members whose assigned time is five (5) hours or less per day may elect to work their total shift without a lunch period with the prior approval of the supervisor.
- 11.3. Rest Periods. All bargaining unit employees shall be granted rest periods which, insofar as practical, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Specified periods may be designated by the supervisor when the operations of the District require someone to be present at the unit member's work site at all times. In other cases, the times for such rest periods shall be mutually agreed upon between unit members and their supervisors. If not, the times will be set by the supervisor. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit member.
- 11.4. Overtime. All overtime must be authorized. Unless otherwise provided herein, all overtime hours shall be compensated at a rate of pay equal to time-and-one-half the regular rate of pay of the unit member for all work assigned. Overtime is defined to include any assigned time worked in excess of eight (8) hours in one day or in excess of forty (40) hours in any workweek, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.
- 11.4.1. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) day of the workweek, regardless of length of assigned workday.

- 11.4.2. All hours worked on a holiday designated by this Agreement shall be compensated at one and one-half the unit member's regular rate of pay. In addition, the unit member shall receive regular pay unless they are provided with a substitute holiday.
- 11.4.3. Compensatory time off may be authorized for overtime work in lieu of cash compensation. Such time off will be granted at the appropriate overtime rate. Compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services of the College. The maximum accrual of compensatory time is 60 hours in the fiscal year (40 hours worked times 1.5). If the unit member is not granted the compensatory time off, the District shall pay the amount as overtime owed at the end of the 12-month period.
- 11.5. Minimum Call-In Time. Any unit member called to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.
- 11.6. Off-Duty Phone Calls. Any unit member telephoned, texted, or required to respond via any communication means by the unit member's supervisor or other management representative with a question relating to work when the communication call occurs outside the unit member's work hours shall be paid for the actual time involved in the telephone call, rounded up to the closest payroll increment (which is .25), at the appropriate rate of pay under this Agreement.
 - 11.6.1. A telephone call from the supervisor requesting that the unit member work overtime is not work time and will not be compensated.
- 11.7. Flexible Scheduling. When two (2) or more unit members in the same department wish to elect to stagger their work hours, a conference shall be scheduled between the designated supervisor and the unit members in order to discuss the feasibility of such scheduling. When operation of the District, in the judgment of the supervisor, will suffer no impairment, hours of unit members shall be made flexible. Approval of a flexible work schedule may be withdrawn if the efficient operations of the District are affected.
- 11.8. Split shift. A split shift is a shift that includes a break of two-hours or more on the same work day. Employees working a split shift shall be paid a split shift differential of 2.5%.
 - 11.8.1. The break period within the split shift shall be unpaid.

- 11.8.2. The split shift break does not include the break for meal period.
- 11.8.3. If the assigned shift contains a split shift initially, but the split shift is discontinued or reassigned, the 2.5% shift differential will be paid for the time during which the employee worked the split shift.
- 11.9. Workweek. Except as provided herein the workweek 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 when such is necessary to carry on the business of the District.
- 11.10. Summer 4/10 Program: A voluntary four-day workweek (4/10) program will be offered every summer. The District will determine the start and end of the summer 4/10 program. Human Resources will announce the parameters no later than March 1st each year to all unit members. Unit members will submit their choice of either their regular work schedule or the 4/10 schedule no later than March 31st each year.
 - 11.10.1. The summer four-day workweek (4/10) program will consist of four (4) workdays, commencing no earlier than 6:00 AM and ending no later than 7:00 PM with at least one half hour for lunch, Monday through Thursday.
 - 11.10.2. Unit members hired after July 1, 2010 will work a summer 4/10 workweek as determined. If such a unit member has a medical inability to work the 4/10 schedule, a reasonable accommodation will be discussed with the unit member but will not include coming to campus on a Friday in the summer.
 - 11.10.3. Unit members choosing to work a regular 5/8 schedule during the summer may be required to perform work in a centralized location if there are safety concerns.
 - 11.10.4. Unit members choosing a 5/8 schedule will be notified of their assigned work location, if different than their normal work location, and of their assigned supervisor or acting supervisor for summer, before the first week of the 5/8 summer schedule. Any changes in the employee's 5/8 schedule that is due to illness or other absence will first be communicated and approved by the employee's normal supervisor.
 - 11.10.5. The District may make individual adjustments of hours and work days should the District determine that the above work schedules are not compatible with specific department needs, (e.g., Facilities, IT, Security, Student Services). If a supervisor requires a unit member to work on summer Fridays, they will be assigned a different day of the week to be off.

- 11.10.6. Unit members who select to work less than ten (10) hours per day during the 4/10 summer schedule may select accrued paid or unpaid time off to cover time not worked. The District will advance vacation time if a unit member does not have sufficient time accumulated.
 - 11.10.7. Part-time unit members shall have their hours pro-rated.
 - 11.10.8. When a holiday falls during the summer 4/10 schedule, the holiday will be paid following the assigned number of hours for a workday. For example, ten (10) hours for a full-time unit member and prorated accordingly for part-time members.
 - 11.10.9. Unit members who agree to follow a 4/10 schedule shall complete the summer schedule as planned.
 - 11.10.10. The 4/10 summer schedule will be administered in compliance with applicable state and federal wage and hour laws.
- 11.11. Work Years. Employees are categorized as 12-month, 11-month, 10-month, or Academic Year employees by the number of regularly paid workdays as defined below.

12-month = 260 paid work days or more;

11-month = 238 paid work days or more;

10-month = 217 paid work days or more;

Academic Year = 177 paid work days, specifically all academic days including between the week before the beginning of each semester and graduation.

- 11.11.1. For the purposes of this section, classified employees shall be deemed to be employed for 12 months during each college year regardless of the number of months in which he or she is normally in paid status.
- 11.11.2. If, during a college year, it is necessary to assign an employee to perform an assignment or service in addition to his or her regular assignment, the district shall pay the employee on a pro rata basis for the additional assignment or service, not less than the compensation and benefits that are applicable to the classification of the additional assignment or service during the regular college year. The District shall inform the employee of the compensation and benefits of the additional assignment or service before the employee commences the additional assignment or service.
- 11.11.3. The District that, in any college year, maintains school sessions at times other than during the regular academic year shall assign for service, during those times, regular

classified employees of the district.

11.11.4. If it is necessary to assign employees not regularly so assigned to work between the end of one academic year and the start of another, the assignment shall be made on the basis of qualifications for employment in each classification of service that is required.

a. The District may not require a classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year to the beginning of the next academic year to perform services during that period.

b. A classified employee, assigned to work during the period between the end of the academic year and the start of the next academic year, shall receive, on a pro rata basis, not less than the compensation and benefits that are applicable to the classification of the additional assignment or service during the regular academic year.

11.12. Duty Statement. Is a document completed annually by less than 12-month employees that establishes their upcoming year work calendar's start and end dates, required time off, and workweek schedule.

11.12.1. Duty statements shall be completed at least two (2) weeks before the end of the employee's workyear, by the employee and the supervisor.

11.12.2. 10- and 11-month unit members may incorporate their required time off in their annual duty statement.

11.12.3. Changes to Duty Statements can be made on a case-by-case basis. Members should submit a request as soon as feasible to their supervisor. Should the supervisor and employee fail to come to an agreement regarding the member's change request within ten (10) business days, the employee, and the manager may meet with HR in order to work out a suitable plan. The employee may request union representation for the meeting.

11.12.4. The supervisor will provide a copy of the Duty Statement to the unit member and submit a copy to Human Resources.

ARTICLE 12 - VACATION

- 12.1. Bargaining Unit members shall be granted an annual vacation at the regular rate of pay earned at the time the vacation is commenced. For purposes of earning vacation credit, a year of employment shall be considered to start on July 1 and end on June 30.
- 12.2. Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule effective July 1, 2021:
- 1 through 4 years..... 80 hours
 - 5 through 9 years.....120 hours
 - 10 years through 14 years.....160 hours
 - 15 through 19 years.... 170 hours
 - 20 years through 24 years.... 185 hours
 - 25 years and up.... 200 hours
- 12.2.1. For Fiscal Year 2014-15, vacation accrual will be front-loaded; beginning Fiscal Year 2015-16, vacation will be accrued on a monthly basis. Monthly accrual will be reflected on the member's online and hard copy pay advices.
- 12.3. Part-time bargaining unit members or part-year bargaining unit members shall be entitled to an exact proration of vacation. The proportion granted shall be the same ratio that the part-time or part-year unit member's workday/work year bears to the full-time/full-year.
- 12.4. New unit members must work a full six (6) months prior to taking any vacation time.
- 12.5. Vacation shall normally be taken during the fiscal year in which it is earned.
- 12.5.1. The time during which unit members will be granted vacation will be at the discretion of their supervisor.
- 12.5.2. Should the manager and employee fail to come to an agreement regarding the employee's vacation request within five (5) business days, the employee and the manager will meet with HR in order to work out a suitable vacation plan.
- 12.6. If a bargaining unit member is not permitted to take all or part of his/her annual vacation accrual due to District's workload needs, the amount requested shall, at the option of the bargaining unit member, be paid in cash up to a maximum of 40 hours and/or be accumulated for use in the following year rendering the employee exempt from the accrual cap for that year. A plan to use the vacation must be made and mutually agreed upon with the manager and employee.

- 12.7. The unit member may be granted vacation during the school year, even though not earned at the time vacation is taken.
- 12.8. Except as provided in this Article, no unit member will be allowed to accrue vacation beyond his/her maximum limit. Maximum limit is double the unit member's annual accrual.
- 12.8.1. The District recognizes situations might exist causing a unit member the need to accumulate vacation beyond his/her maximum accrual. In these circumstances, the unit member, manager and Human Resources will work together to develop a plan indicating the unit member's intention to use the accumulated vacation at an agreed-to later date not to exceed 12 months.
- 12.9. Permanent unit members will be allowed to interrupt or terminate vacation leave in order to begin another type of paid leave, provided the unit member supplies adequate notice and, where appropriate, supporting information regarding the basis for such interruption or termination to the Human Resources Department representative.
- 12.10. If there is any conflict between the unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greater seniority with the District shall be given his/her preference.
- 12.11. Upon separation from employment, vacation time accrued but not used shall be paid at the regular salary rate of the permanent unit member. Vacation used but unearned must be repaid upon separation from the District.
- 12.12. When a holiday falls during the scheduled vacation of a unit member, such unit member shall be granted an additional day's vacation for each holiday falling within that period.

ARTICLE 13 - HOLIDAYS

13.1. Scheduled Holidays. The District agrees to provide all unit members with the following paid holidays.

- Independence Day
- Labor Day
- Admission Day - (incorporated into the Academic Calendar during winter break with the specific date each school year to be determined by the District)
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Day after Christmas
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Lincoln's Day
- President's Day
- Memorial Day
- Juneteenth National Independence Day
- Diversity Day* (this holiday shall be observed as a floating holiday as per Section 13.5)

13.2. Additional Holidays: Any day declared by the President of the United States or Governor of the State as a day on which schools will be closed, by whatever name, or any day declared a holiday, by whatever name, by the Governing Board, shall be a paid holiday for unit members.

13.3. Every holiday in this Agreement which falls on a Saturday shall be observed on the preceding workday not a holiday. When a holiday designated by this Agreement falls on a Sunday, the following workday not a holiday shall be deemed to be the holiday.

13.3.1. The operation of this Section shall not cause any unit member assigned an alternate workweek of Tuesday through Saturday or Wednesday through Sunday to lose their regular holiday. Unit members whose holiday falls on the sixth or seventh day of his/her workweek shall be provided a substitute holiday.

13.4. Part-time bargaining unit employees shall be entitled to an exact proration of holiday entitlement. The proration granted shall be the same ratio that the part-time unit member's workweek bears to the full-time unit member's workweek. (Example: A unit member working one-half the time (1/2) of a full-time unit member would be allowed four (4)

hours of holiday entitlement, irrespective of how the unit member's half-time (1/2) work hours may be flexibly scheduled in any workweek.)

13.4.1. In the event that a half-time (1/2) unit member works Monday through Thursday, five (5) hours per day, and if a holiday occurs on one of these four (4) days, holiday entitlement is four (4) hours, not five (5). If a holiday occurs on Friday and the one-half time (1/2) unit member is not scheduled to work that day, holiday entitlement is still four (4) hours for that Friday. Similarly, a five-eighths time (5/8) unit member would receive holiday entitlement of five (5) hours per holiday.

13.5. Floating Holiday - Floating holidays can only be taken as a whole day and not increments within a fiscal year. This day shall be counted as eight (8) hours and prorated as per the employee's FTE. The holiday shall be scheduled on a day selected by the unit member, after review of their supervisor to ensure that the date selected will not adversely affect the operation of the District. If the Supervisor denies the request, due to operational needs, the employee may request a meeting with HR in order to discuss the request.

13.6. District-Paid Personal Days (DPPD): The District agrees to provide unit members a total of three (3) paid days and can be used by the hour or in whole (8 hours or the prorated FTE). Unit members should submit a request to their supervisor to ensure that the date selected will not adversely affect the operation of the District. The employee will work with their supervisor to find a mutually agreeable date. Requesting time off in this section follows that same process as outlined in Article 12.5.1 and 12.5.2.

13.6.1. All three DPPD days must be used before the end of each fiscal year. One of the days will be used to allow the unit member to remain off work for the entire winter holiday break each year. The remaining days may be used in hourly increments or as a whole day, but not to exceed more than 8 hours or prorated to employees FTE.

13.6.2. If any of the three DPPD days is/are not used by June 30 (the end of the fiscal year), such unused day or days are forfeited and do not carry over to the next fiscal year. These personal days are not allowed to be cashed out and will not be charged to Vacation or Sick Leave.

ARTICLE 14 - GRIEVANCES

- 14.1. A grievance shall be a written complaint involving a violation, misapplication, or misinterpretation of a specific section of this Agreement. The specific section shall be stated in the Level One grievance document (see Appendix F for Grievance Form).
- 14.2. Grievant means the Association and/or any member of the bargaining unit.
- 14.3. Day: A day is any day in which the District Administration Offices are scheduled to be open in accordance with the adopted academic/work calendar of the Governing Board.
- 14.4. The number of days indicated at each procedural level is a maximum. Efforts should be made to expedite the process. Time limits, however, may be extended by written mutual agreement.
- 14.5. A grievance shall be presented to the immediate supervisor within twenty (20) days after the Grievant knew, or reasonably should have known, of the act or omission giving rise to the grievance.
- 14.6. Failure of the grievant to comply with the terms and conditions for appeal from Levels One or Two shall be considered a waiver of appeal rights under this Agreement.
- 14.7. Failure of the District to comply with the terms and conditions of Levels One and Two shall automatically confer upon the grievant the right to appeal to the next level.
- 14.8. By written mutual agreement of the parties, procedural levels may be bypassed when such an action would expedite the process.
- 14.9. A unit member may present grievances to the District, and have those grievances adjusted, without the intervention of CSEA, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the contract under which the grievance arose. The District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a written response.
- 14.10. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 14.11. The District shall, upon written request of the grievant, give access or supply to the requestor one copy of a reasonable number of necessary and relevant documents and District records which are non-confidential and that directly pertain to the alleged grievance matter.

14.12. Informal Notification of Grievance. Before filing a formal grievance, the unit member alone and/or their representative shall discuss the issue and facts with the unit member's immediate supervisor with the objective of resolving the matter informally. During this discussion, the unit member alone and/or their representative will inform the immediate supervisor of the Article and section which was violated and the specifics of the violation, misapplication, or misinterpretation. If not resolved within ten (10) days, the grievant may proceed to Level One.

14.13. Formal Grievance Procedure.

14.13.1. Level One: A grievance that remains unresolved after an informal notification to the immediate supervisor can then be submitted in writing as a Level One Grievance to the immediate supervisor. The unit member alone and/or representative shall provide a copy of the written grievance to Human Resources. The written grievance shall specify the Article and section of the contract which was violated, the date(s) on which the contract was violated, the remedy sought and all facts on which the grievance is based. There may, upon mutual agreement, be a conference within five (5) days to be followed by a written decision within five (5) days of the conference. If a conference is not held, a written response will be issued within ten (10) days of the grievance being submitted.

14.13.2. Level Two: If the grievance is not resolved at Level One, the grievant may appeal in writing, within five (5) days of receipt of the decision (or the expiration of the time for such a decision) from Level One, to the President of Ohlone or designee. The appeal must state any disagreement with the Level One decision. Upon mutual agreement, a conference shall be held within five (5) days to be followed by a written decision within five (5) additional days.

14.13.3. Level Three (Arbitration): If the grievance is not resolved at Level Two, the grievant and/or CSEA will follow its internal policy to obtain approval from the state Association to arbitrate and, within ten (10) days of the receipt of the decision from Level Two, submit written notification to the District of its intent to arbitrate the matter. Within sixty (60) days of the receipt of a decision from Level Two, CSEA shall determine whether to submit the grievance to arbitration and that determination shall be communicated in writing to the District. However, nothing shall preclude the parties (CSEA and the District) from seeking and negotiating a mutual resolution of the alleged grievance during the arbitration process.

14.13.3.1. Within ten (10) days of CSEA's submission of the grievance to arbitration, CSEA shall request a list of five (5) arbitrators from the State Mediation and

Conciliation Service be sent to CSEA and the District; CSEA shall copy the District on said request. Alternate names shall be stricken by the parties until only one remains. It is the intent of the parties that the selection and the commencement of the arbitration process shall be reasonably expeditious.

14.13.3.2. All costs for the arbitrator, court reporter, and preparing and receiving of transcripts shall be divided equally, except as herein after provided in the event of rejection of the arbitration decision by the Board of Trustees (see 15.13.3.6). If the dispute is settled before receipt of the arbitrator's decision, the costs for the arbitrator, court reporter, and preparing and receiving of transcripts shall still be shared equally between the District and CSEA. All other costs will be paid by the party incurring them.

14.13.3.3. The arbitrator's award shall be advisory.

14.13.3.4. Advisory Arbitration Decision and Authority

14.13.3.4.1. The arbitrator's advisory decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall submit the written decision to District counsel and Human Resources and to CSEA.

14.13.3.4.2. The arbitrator's advisory decision shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and upon arguments presented in written briefs.

14.13.3.4.3. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there is a violation of the Agreement's express terms as alleged on the written grievance form.

14.13.3.4.4. The arbitrator will be without power or authority to make any recommendation which requires the commission of an act prohibited by law or otherwise violates

the law, or which is in violation or conflicts with the terms of this Agreement.

14.13.3.4.5. The arbitrator is empowered to include in any award a recommendation of financial reimbursement or other remedies expressly authorized by the Agreement as he/she judges to be proper.

14.13.3.4.6. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California.

14.13.3.4.7. The arbitrator's function and purpose is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall the arbitrator consider it the arbitrator's function, to decide any issue not submitted or to interpret or apply the Agreement so as to change that which can fairly be said to have been the parties' intent as determined by generally accepted rules of contract construction.

14.13.3.5. If a claim is raised as to the arbitrability of a grievance as a result of a violation of the terms of this Article, the arbitrator shall first rule on such claim. At the parties' option, and without prejudice, the parties may have such a claim heard along with the merits of the case.

14.13.3.6. In order for the District Governing Board to consider the arbitrator's advisory decision, the Board must have a quorum plus one in attendance; the District Governing Board can then make the final determination of action(s) to be taken, if any. If the decision is rejected in its entirety by the majority of the Board members present, the District shall bear the full costs of the arbitrator, including the expenses and fees of a court reporter if a court reporter is utilized. If the decision is not rejected in its entirety, the cost for the arbitrator, court reporter,

and preparing and receiving of transcripts shall still be shared equally between the District and CSEA.

ARTICLES PERTAINING TO LEAVES OF ABSENCE

This section includes Articles which explain the various Leaves of Absence that unit members are entitled to take.

ARTICLE 15 - GENERAL LEAVES

- 15.1. In addition to, and separate and apart from other leave provisions of this Agreement, the District may grant a leave of absence for paid or unpaid leave at any time, for any term, upon application of the unit member, and at the sole discretion of the District. Unpaid leave will affect seniority and may affect benefits.

ARTICLE 16 - PERSONAL NECESSITY LEAVE

- 16.1. Unit members may, with District approval, use up to seven (7) days per fiscal year of their accumulated sick leave for personal necessity. Leave of absence for illness or injury earned in accordance with Article 18 (Leaves for Illness or Injury) of this Agreement may be used by the unit member, at his/her election, in cases of personal necessity, including any of the following:

- 16.1.1. Death of a member of immediate family when additional leave is required beyond that provided by Bereavement Leave as defined in Article 23 of this Agreement;
- 16.1.2. Accident involving unit member's person or property, or the person or property of a member of the unit member's immediate family;
- 16.1.3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction;
- 16.1.4. Other personal necessity that demands the unit member's presence. Such necessities are restricted to acts of God or circumstances beyond the unit member's control which cannot be covered in the normal course of events. Personal business is not considered a necessity unless there is danger of great personal or property loss without the unit member's presence;
- 16.1.5. This leave may be utilized and shall be charged on a quarter hour per quarter hour basis (15-minute basis), rounded to the next higher quarter hour for fractional hours.

ARTICLE 17 - PERSONAL BUSINESS LEAVE

- 17.1. Personal Business Leave may be utilized and shall be charged to sick leave as time used, rounded to the next higher quarter hour.
- 17.2. This leave may be used for such purposes as: medical and dental appointments for the unit member or his/her dependents; to conduct legal or business appointments; to affect emergency automobile or home repairs, etc.
- 17.3. Where possible, unit members shall submit requests for personal business leave two (2) days prior to the desired date of leave to his/her immediate supervisor. This leave shall be accounted for on the unit member's Monthly Absence Report.
- 17.4. No more than sixteen (16) hours personal business leave may be taken in any fiscal year, and such leave shall not accumulate from year-to-year. Periods of personal business leave in excess of sixteen (16) hours in any fiscal year shall be charged against the unit member's vacation days or taken on a non-paid status.

ARTICLE 18 - LEAVES FOR ILLNESS OR INJURY

- 18.1. Unit members shall be entitled to leave of absence with pay for illness or injury in accordance with the following:
 - 18.1.1. Members working five (5) days per week shall be entitled to twelve (12) days leave of absence (sick leave) with pay for personal injury or illness for a fiscal year of twelve (12) months of paid service. Sick leave earned but not taken is cumulative from year to year.
 - 18.1.2. Members employed less than five (5) days per week and twelve (12) months per year shall be entitled to sick leave in the same ratio as the number of days worked or months worked bears to five (5) days or twelve (12) months. For example, a unit member who works five days per week for a 10-month work year shall be entitled to 10 days of sick leave (12 days times 10/12), and a unit member who works three days per week for a 12-month work year shall be entitled to 7.2 days of sick leave (12 days times 3/5).
 - 18.1.3. Credit for sick leave need not be accrued prior to taking such leave. A new unit member, however, shall not be eligible to take more than six (6) days or the proportionate amount to which entitled until the first day of the calendar month immediately succeeding completion of six (6) months of employment.

- 18.1.4. After three (3) consecutive days of absence the District may require a statement from the unit member's physician or health care practitioner to verify the unit member's absence is due to illness or injury. Except that where reasonable cause exists, a unit member may be required to submit proof of any cause for absence. Determination of reasonable cause shall be subject to the grievance process.
- 18.1.5. Forms for reporting absences due to injury or illness shall be completed by the unit member within a reasonable time after returning to work.
- 18.1.6. Any classified employee who has been employed for a period of one (1) calendar year or more whose employment was terminated for reasons other than action initiated by the employer for cause and who subsequently accepts a position in another school district or with a county superintendent of schools within one (1) year of such termination of his/her position shall have transferred with him/her to the second district or county superintendent of schools the total amount of earned leave of absence for illness or injury to which he/she is entitled under applicable law. If a unit member was terminated as a result of action initiated by the employer for cause, the transfer of earned leave of absence for illness or injury to which the unit member is entitled under applicable law may be made if agreed to by the new employing district or county superintendent of schools.
- 18.1.7. At the time of retirement, unit members who were hired before July 1, 1980, and returning unit members who (1) had school service on deposit on June 30, 1980 and (2) had not taken a refund of Public Employees' Retirement System contributions since that time, are eligible to have the District certify each unused day of sick leave to be applied for additional service retirement credit. However, actual determinations regarding additional service retirement credit are made by the Public Employees' Retirement System, not the District.
- 18.1.8. Pay for any day of sick leave shall be the same as the pay which would have been received had the unit member served during the day of illness.
- 18.1.9. This leave may be utilized and shall be charged on a quarter hour-per-quarter hour basis (15 minute basis), rounded to the next higher quarter hour for fractional quarter hours.
- 18.1.10. Refer to Article 22 Extended Leave for Illness or Injury and Article 20 for Family and Medical Care Leaves for other possible entitlements.

ARTICLE 19 - PREGNANCY LEAVE

- 19.1. An expectant unit member shall file a statement from her physician/practitioner indicating the estimated date of disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District may require a verification of the extent of the disability through consultation with the unit member's physician. Disability leave granted for pregnancy runs concurrently with the Family Medical Leave Act (FMLA) (see Family Medical Leave - Article 20).
- 19.2. The unit member may request an unpaid non-disability leave up to four (4) months before the expected date of birth of the child, but may continue to work as long as her health will permit and as certified by her physician/practitioner. Any period beyond, or in addition to, a period of physical disability, during which the unit member wishes to remain away from the job, shall be treated as an unpaid leave of absence; however, the total period of such unpaid non-disability leave of absence both before and after the birth of the child shall not exceed five (5) months. An additional twelve (12) weeks of unpaid leave may be taken for baby bonding as outlined by the California Family Rights Act (CFRA).
- 19.3. While a unit member is rendering service to the District and is not on leave, any period of actual physical disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery, shall be treated as any other physical disability. Physical disability, for the purposes of this Article, shall be defined as a period during which the unit member is unable to perform all job-related duties.
- 19.4. Upon completion of the pregnancy, the unit member may return to work upon written statement from her physician/practitioner indicating that her health is such that she is able to resume her regularly assigned duties. Upon being declared physically able to resume work by her physician, the unit member ceases to be covered under sick leave rights.
- 19.5. Information and examples related to Pregnancy Leave can be found on the Human Resources web page.

ARTICLE 20 - FAMILY AND MEDICAL CARE LEAVES

- 20.1. Family and Medical Care Leaves

- 20.1.1. The District and CSEA agree to comply with applicable Federal and State laws governing family and medical care leaves such as FMLA and CFRA.
- 20.1.2. The leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of the unit member's child, for the unit member's own serious health condition, or for a serious health condition of the unit member's child, parent, or spouse.
- 20.2. Leave granted under any of the reasons provided by state and federal law will be counted as family/medical care leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any unit member's first FMLA leave begins. Successive 12-month periods begin on the date a unit member first uses such leave after the prior 12-month period has ended. Unused leave does not carry over from one 12-month period to the next 12-month period.
- 20.3. Parental Leave.
 - 20.3.1. All full-time and part-time employees who have been employed for 12 months with the Employer are entitled to utilize parental leave.
 - 20.3.2. There is no threshold number of hours that part-time employees, as well as full-time employees, must work in order to be eligible for parental leave.
 - 20.3.3. The employee is entitled to take parental leave in intermittent periods within the 12-month period; however, the aggregate amount of parental leave taken shall not exceed 12 workweeks in the 12-month period.
 - 20.3.4. If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year.
 - 20.3.5. The employee is entitled to use his or her regular accrued paid sick leave and differential pay sick leave in taking parental leave, if the employee chooses to do so. The employee must first use his or her regular accrued paid sick leave, and then, when this accrued leave is exhausted, the employee is entitled to use differential pay sick leave, for a total of 12 workweeks in any 12-month period.
 - 20.3.6. The employee is also entitled to use his or her vacation leave in taking parental leave, if the employee chooses to do so.

- 20.3.7. The employee can choose to, but is not required to, use his or her paid leaves, e.g., sick leave or vacation leave, when taking parental leave. Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.
- 20.3.8. When all paid leaves have been exhausted, the employee is entitled to utilize unpaid leave up to 12 workweeks.

ARTICLE 21 - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 21.1. All unit members are covered by Workers' Compensation Insurance. All injuries, no matter how trivial, must be reported as soon as possible after the occurrence to the supervisor. All absence due to injury or illness arising out of, and in the course of, employment shall be provided for in accordance with 87042 of the Education Code.
- 21.2. All unit members shall be eligible for industrial accident and illness leave. The number of days of leave allowed for one accident, or the total number of days allowed in one fiscal year for one accident, shall not be for more than sixty (60) working days. A day of leave, for purposes of this section, shall be defined as a day when the unit member would otherwise have been required to perform work for the District.
- 21.3. Allowable leave of absence as described in this section shall not accumulate from one year to another, except that when an illness or injury occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 21.4. Industrial accident or illness leave shall commence on the first day of absence. Such leave will be reduced one day for each day of absence when a temporary disability is awarded.
- 21.5. During this period of absence, unit members shall receive that portion of their salary which, when added to the temporary disability compensation will not exceed their normal salary. The District shall deduct retirement, income tax and all other authorized deductions from salary payments made under the provisions of this section. Prior to receipt of salary payments made to a unit member under the terms of this leave, a copy of the Employer's

Report of Industrial Injury must be filed with the Human Resources Department representative.

21.6. The industrial accident or illness leave of absence is to be used in lieu of sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used.

Unit members receiving Workers' Compensation awards shall be entitled to use only so much of their accumulated sick leave, compensatory time off, vacation or other available leave which when added to the worker's compensation award, provide for a full day's wage or salary.

21.7. During all paid leaves of absences as herein described, the unit member shall endorse to the District all temporary disability compensation checks received.

21.8. In order to receive benefits under this section, a unit member must remain in the State of California unless authorized to travel outside of the State by the District.

21.9. Periods of leave of absence, paid or unpaid, taken under the provisions of this section, shall not be considered a break in service of the unit member.

ARTICLE 22 - EXTENDED LEAVE FOR ILLNESS OR INJURY

22.1. Upon exhaustion of sick leave entitlement at full pay, a regular classified employee shall be eligible to utilize a maximum of one hundred (100) days.

22.2. Extended sick leave may be utilized only for verified serious illness or injury.

22.3. The one hundred (100) days entitlement shall be inclusive of any sick leave at full pay utilized for the extended illness or injury.

22.3.1. The entitlement for Extended Leave for Illness or Injury shall be used after entitlement to all regular sick leave (see Article 18) has been exhausted. The one hundred (100) days entitlement shall be inclusive of any sick leave at full pay utilized for the extended illness or injury.

22.3.2. The entitlement for Extended Leave for an Industrial Accident or Illness (see Article 21) shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation or other available paid leave has been exhausted. The one hundred (100) days entitlement shall be inclusive of any sick leave at full pay utilized for the extended illness or injury.

22.4. Extended sick leave shall be compensated fifty percent (50%) of the unit member's regular rate of pay, from the first day of illness under the extended sick leave entitlement.

22.4.1. The District shall deduct from the 50% pay for extended sick leave the amount that is payable to the unit member under the disability insurance policy.

22.5. Extended illness leave shall be credited once a year but shall not be cumulative from year to year.

22.6. Benefits provided under extended sick leave shall be coordinated with benefits provided under the Salary Continuation Program.

ARTICLE 23 - BEREAVEMENT LEAVE

23.1. Bereavement leave with pay, up to three (3) days per death, or five (5) days if one-way travel of 400 miles or more is required, will be allowed unit members for death in the immediate family. Immediate family means, but is not limited to, mother, father, grandmother, grandfather, aunt, uncle, niece, nephew, cousin, or a grandchild of the unit member or of the spouse or domestic partner of the unit member, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member, or any relative living in the immediate household or under the care of the unit member.

23.1.1. A day for employees who are less than 1.0 FTE and/or employees who work an alternative work schedule will be equal to the number of hours that the employee is normally scheduled to work. For example, an employee who is .75 FTE and is scheduled to work 6 hours per day, a day will mean 6 hours. Similarly, employees working the 4/10 schedule as designated by the District, a day will mean 10 hours.

ARTICLE 24 - JURY DUTY

24.1. Upon notification of jury duty, the unit member shall immediately notify his/her supervisor.

24.2. Unit members who are called for jury duty shall be granted leave with pay.

24.3. Jury service fees, exclusive of parking, mileage, and meal allowances received by the unit member, shall be paid over to the District.

24.4. Day Shift: Unit members whose scheduled work day ends between 2:00 p.m. and 5:30 p.m. shall return to duty when jury service ends prior to the

end of their scheduled work day if there are four (4) hours or more remaining in their shift.

- 24.5. Swing or Grave Yard Shift: Unit members whose work shift extends past 5:30 p.m. shall be relieved with pay from their regular duty shift which commences that day when required to serve at least four (4) hours of jury duty in any day, provided the unit member calls to notify his supervisor of his absence at least two (2) hours prior to the commencement of his/her regular shift starting time. Unit members serving less than four (4) hours of jury duty in any day shall report to work that day as assigned or upon release from jury duty, whichever is applicable.
- 24.6. The unit member who is absent due to jury duty shall file an absence report with the Human Resources Department Representative for each day or portion of a day's absence, including an attendance report from the court clerk indicating the time spent on jury duty.

ARTICLE 25 - LEAVE OF ABSENCE FOR RETRAINING AND STUDY

- 25.1. The Board of Trustees, at its sole discretion, may grant an unpaid leave of absence for study or retraining.
- 25.2. Study or retraining leaves may be granted in such increments as are designated by the Board of Trustees, but the cumulative leave for any unit member shall not exceed a maximum period of one (1) year. The total leave of one (1) year shall commence and complete within a three (3) year period. Leave shall not be granted for more than two (2) classified employees to be absent on study or retraining leave at any one time.
- 25.3. Study or retraining leave, to be granted, requires the unit member to have completed five (5) consecutive years of full-time paid service to the District.
- 25.4. No more than one (1) study or retraining leave of absence shall be granted to any unit member in each five (5) year period.
- 25.5. Prior to any Board of Trustees' consideration, applications for study or retraining leaves require a written submission by the unit member of the total study or retraining plan, the institution which will be used by the unit member, proof of acceptance in the program, detailed description of the program, courses, etc., a detailed description of the anticipated abilities, skills, or knowledge the unit member expects to acquire, a statement of how those abilities, skills or knowledge will benefit the District in the unit member's future service, and the specific times of leave requested. An agreement shall be attached to each request, on the approved District form that the unit member agrees as a condition of the leave to render at least two (2) years of service

in the employ of the District after completion of the study or retraining leave.

25.5.1. Completed applications must be submitted through the immediate supervisor for endorsement and be approved for submission to the Board of Trustees not later than four (4) months prior to the proposed beginning date of the leave.

25.5.2. Unit members granted study or retraining leaves shall perform services to the District during such leaves as the District may require as a condition of the grant.

25.6. Unit members on study or retraining leave shall not accumulate seniority, receive any fringe benefits provided by this Agreement, or earn or be entitled to use sick leave, vacation, holiday or any other form of paid leave provided by the District or this Agreement.

25.7. The Board of Trustees, in its sole discretion, and at its sole option, may terminate a study or retraining leave where the unit member is deemed to have failed to comply with any requests of the District or any provisions or conditions under which the leave was granted.

ARTICLE 26 - PROFESSIONAL GROWTH AND DEVELOPMENT

- 26.1. Mandated and Onboarding Activities. Bargaining unit members will attend and participate in workshops, seminars, trainings, and similar activities that the District defines as mandatory during their regular work hours including onboarding and other activities that promote, embed, and institutionalize cultural competence and equity. Bargaining unit members will be expected to attend at least five (5) workshops, seminars, trainings, and similar activities per semester not including mandated trainings per state or federal regulations. The HR department will be responsible for determining mandatory activities for bargaining unit members to attend.
- 26.2. Professional Growth and Development: Members of the bargaining unit shall be provided an opportunity to participate in a Professional Growth and Development Program. The Program's full criteria and guidelines are specified in Appendix C.

The Program offers the following choices for tuition reimbursement and/or tuition fee waiver:

- 26.2.1. Ohlone Enrollment Fee Waiver Program (EFWP) - The EFWP waives enrollment fees for credit courses taken through Ohlone College with the following guidelines*:
- 26.2.1.1. All permanent employees are eligible to participate in the EFWP.
 - 26.2.1.2. The EFWP allows for a lifetime maximum of seventy (70) credit units per eligible participant. The number of units shall be pro-rated based on the employee's FTE. The Fee Waiver amount is not pro-rated.
 - 26.2.1.3. The enrollment fee covered by this section is the per unit fee for credit classes only. The EFWP does not waive any other fees associated with enrollment, such as the Health, Student Activities, Student representation, or other fees.
 - 26.2.1.4. Employees shall submit the Enrollment Fee Waiver Form to the Human Resources Department prior to enrollment for each semester.
- * The Ohlone Enrollment Fee Waiver Program is - available for employee's dependents. Eligibility and enrollment requirements for dependents are outlined through the Human Resources Department.
- 26.2.2. Tuition Reimbursement - The tuition reimbursement program provides reimbursement for the cost of courses from accredited institutions with the following guidelines:

- 26.2.2.1. Courses must be from accredited institutions and submitted to the District for approval. Approval is based on the criteria in Appendix C.
- 26.2.2.2. Participants shall be selected on a first-come, first-served basis in accordance with the submittal date to Human Resources on the application form. Eligibility is based on the criteria in Appendix C.
- 26.2.2.3. The District shall fund a minimum of ten (10) unit members for participation per semester. The District may fund additional unit members depending on available resources.
- 26.2.2.4. A unit member shall be reimbursed up to five (5) units at the maximum rate of the current California Community College Resident rate per unit. Reimbursement is upon course completion, providing the unit member submits proof of course completion and attains a course grade of C (equivalent to 2.0) or better.

* The Ohlone Tuition Reimbursement program is not available for employee's dependents.

26.3. Professional Growth Hours of Release Time.

- 26.3.1. A maximum of up to five (5) unit members will be authorized release time in any one (1) semester. A combined maximum of six hundred (600) hours of release time per year may be utilized for this purpose. Release time will be granted for Ohlone College courses only.
- 26.3.2. No unit member will be authorized more than the release time of one class, including the lab component.

26.4. Reimbursement for Professional Growth Expenses.

A unit member may be reimbursed for books for participation in either the EFWP or the Tuition Reimbursement Program, as follows:

- 26.4.1. A unit member shall be reimbursed for District-approved required course books cost up to a maximum of \$300.00 per course upon course completion providing the unit member submits proof of purchase and the unit member attains a course grade of C (equivalent to 2.0) or better. A maximum of six thousand dollars (\$6,000) will be available to be utilized for reimbursement of district-approved required course books per fiscal year.

26.4.2. Any and all reimbursement must be requested by the Unit member from the District within 60 calendar days from issuance of the course grade.

26.4.3. The Ohlone reimbursement program for books is available for employees only and do not include dependents.

26.5. Professional Development Program (PDP)

26.5.1. Employees may have the opportunity to apply for certain temporary assignments, such as short-term, substitute, pilot or special projects as part of a PDP. The District will determine which positions are eligible for the PDP. The District may discuss the opportunity in the Employee-Employer Relations Committee (EERC) before deciding whether the opportunity is eligible for PDP.

26.5.2. Once determined that a temporary assignment is eligible for PDP, the District may announce the PDP and interested employees may then respond to the announcement.

26.5.3. Criteria for selection may be based on education, experience, references and/or recommendations, two (2) years of satisfactory performance evaluations, and demonstrated required skills that are appropriate for the job. If employees who apply for a PDP are unsuccessful the employee(s) may request a meeting with Human Resources to discuss the reason for the decision.

26.5.4. Employees selected to participate in a PDP shall be placed on a leave of absence from their permanent position during the assignment. This leave of absence shall not be considered a break in service for purposes of seniority. The employee shall not gain seniority in the classification of the PDP.

26.5.5. Participation in PDP are for employees seeking an opportunity to learn new skills and experience in the same, lower or higher classification. The rate of pay for the PDP shall be determined by the District. If the PDP is in a higher classification, the employee will be placed the first step of the range of the higher classification that is at least 5% more than the employee's then current pay. - If substituting in a lower classification the employee's pay shall remain the same as currently being paid in his/her regular classification.

26.6. Leave of Absence for Retraining and Study

26.6.1. The Board, at its sole discretion, may grant an unpaid or paid Professional Development Leave. The Board reserves the right to

discontinue the paid Professional Development Leave program at any time if the program becomes financially burdensome and/or conflicts with the district's compliance with Education Code 84362 otherwise referred to as the 50 percent law.

- 26.6.2. The President/Superintendent reserves the right to determine whether the district will accept applications for the Professional Development Leave program in any given year.
- 26.6.3. The President/Superintendent has the right to deny applications for the paid Professional Development Leave at any time.
- 26.6.4. The President/Superintendent will consider the needs of the district including but not limited to: sufficient staffing, budget priorities, institutional needs, instructional needs of the students, or Education Code 84362 when granting a Professional Development leave.
- 26.6.5. To encourage and enable CSEA employees to enhance their value to the District through furthering their education, upgrading of their job skills, or retraining to keep up with technological or other changes, a Professional Development Leave of Absence is established.
- 26.6.6. An eligible employee may use the District form to apply for a leave to complete interrupted studies, learn by observing methods used in industry or other educational institutions, or get a substantial start on a goal of better education.
- 26.6.7. After seven (7) years of continuous service in the District if the leave is for general study, and three years of continuous service in the District if the Leave is for retraining to keep up with technological and other changes; an employee is eligible to apply for such leave for up to one year at fifty percent (50%) of full pay.
- 26.6.8. The compensation shall be paid to the employee while on the leave of absence in the same manner as if the employee is in active working status for the district.
- 26.6.9. Such a leave shall be taken in separate six-month periods, rather than for a continuous one-year period; provided that the separate periods of the leave of absence shall commence and complete within a three-year period.
- 26.6.10. Leave shall not be granted for more than two (2) classified employees to be absent on study or retraining leave at any one time. The needs of the district (not seniority) may dictate preference if more than two (2) employees apply for Professional Development Leave.

- 26.6.11. No more than one (1) study or retraining leave of absence shall be granted to any employee in each five (5) year period.
- 26.6.12. Prior to consideration, applications for study or retraining leaves require a written submission by the employee of the total study or retraining plan, the institution which will be used by the employee, proof of acceptance in the program, detailed description of the program, courses, etc., a detailed description of the anticipated abilities, skills or knowledge the employee expects to acquire, a statement of how those abilities, skills or knowledge will benefit the District in the employee's future service, and the specific times of leave requested.
- 26.6.13. Completed applications must be submitted through the immediate supervisor for endorsement and be approved for submission to the Associate Vice President of Human Resources and Training.
- 26.6.14. Applications are to be submitted no later than March 31st each year for leaves to commence during the following fiscal year.
- 26.6.15. An agreement that the employee agrees as a condition of the leave to render at least two (2) years of service in the employ of the District after completion of the study or retraining leave shall be attached to each request on the approved District form.
- 26.6.16. Applications endorsed by the immediate supervisor shall be submitted to the Associate Vice President of Human Resources and Training. Applications that are accepted will be recommended to the Board of Trustees by the President.
- 26.6.17. If the leave is granted the employee must agree in writing with CSEA as a witness to render a minimum of two (2) years of service to the District upon returning from a leave. Any period of service by the employee intervening between the separate leave periods shall count towards the two (2) years of service required.
- 26.6.18. Failure to render this service will require the employee to refund salary paid during the leave. The obligation to repay shall be exonerated in the event the failure of the employee to return and render two years' service is caused by the death or physical or mental disability of the employee. The obligation to repay will be negotiated if the employee is terminated from service involuntarily.
- 26.6.19. Upon returning from a leave, the employee shall submit a written report of the activities of the leave to the

President/Superintendent, emphasizing the value to the District. The employee is expected to provide the district with an update of his/her progress during the Professional Development period every two (2) months.

- 26.6.20. Employees granted study or retraining leaves, shall perform services to the District during such leaves as the District may require as a condition of the grant.
- 26.6.21. During the leave the employee will be entitled to all the benefits afforded to CSEA employees, except that only fifty percent (50%) of service time will be credited by the Public Employees' Retirement System.
- 26.6.22. Any leave of absence granted under this article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this article.
- 26.6.23. Employees on study or retraining leave shall not accumulate seniority, or earn or be entitled to use sick leave, vacation, holiday during the leave.
- 26.6.24. The Board of Trustees, in its sole discretion, and at its sole option, may terminate a study or retraining leave where the employee is deemed to have failed to comply with any requests of the District, or any provisions or conditions under which the leave was granted.
- 26.6.25. The district reserves the right to hire substitute employees to temporarily replace the absent employee in accordance with Education Code 88003.

ARTICLE 27 - EVALUATION PROCEDURES

- 27.1. Probationary unit members are to be evaluated by their immediate supervisor at least twice during the probationary period. The probationary period is nine (9) months, after which the unit member shall become a permanent employee, except for the Police Operations Assistant/Dispatcher position, which is (12) months in accordance with California Code of Regulations 1018 section (d).
- 27.2. Permanent employees shall be evaluated at least on an annual basis. Probationary or permanent employees may be evaluated more frequently when there is reasonable cause for such evaluation.
- 27.3. The evaluation shall be based on the performance of the duties fixed for the position by the Governing Board and in compliance with applicable Board policies and initiatives.
- 27.4. The evaluation shall be discussed in a joint conference between the unit member and the designated supervisor. At the conference, the unit member shall be given a copy of the evaluation which the bargaining unit member will sign; the acknowledgment of the conference; and a copy of the evaluation. The original copy of the evaluation will be filed in the unit member's file in the Human Resources Office.
- 27.5. When the supervisor determines the unit member needs to improve, the evaluation shall include recommendations, where appropriate for such improvement.
- 27.6. Unit members shall be provided with copies of any evaluative material which is to be placed in their personnel file. The unit member, upon request, shall, within ten (10) working days, be given an opportunity during normal working hours, without loss of pay, to examine the material and to prepare a written response and any such material shall be signed, dated, and submitted to Human Resources.

ARTICLE 28 - DISCIPLINE AND DISMISSAL OF PERMANENT UNIT MEMBERS

This Article applies only to permanent unit members. A probationary unit member may be terminated, at any time, at the sole discretion of the District and without the right to a hearing.

28.1. Definition

28.1.1. Any unit member designated as a permanent employee shall be subject to disciplinary action only for reasonable cause. "Cause" relating to disciplinary action against classified employees means those grounds for discipline, or offenses, enumerated in the law and written rules, regulations and policies of the District.

28.1.2. Discipline is defined as suspension, demotion, involuntary transfer, involuntary reduction in hours or pay, and termination/dismissal. Layoff for lack of funds or lack of work is not discipline.

28.1.2.1. Counseling, verbal and/or written reprimands are not considered discipline that is associated with any involuntary removal of pay, position, or other employment benefit - i.e. do not trigger Skelly rights / meeting prior to employer action.

28.1.3. The principles of progressive discipline shall apply. Progressive discipline should generally be utilized when disciplining public employees, except when the unit member presents a risk of harm, danger, or injury or when the violation is illegal.

28.1.4. Discipline and dismissal of permanent unit members shall take place in accordance with the appropriate provisions of Education Code section 88013.

28.2. Causes for Discipline

28.2.1. A permanent member of the classified service shall be subject to disciplinary action, including, but not limited to, reduction in pay, demotion, suspension, or discharge. Causes for discipline are in accordance with Board Policy 7365 (see Appendix E), Education Code and any applicable law. Causes for discipline include but are not limited to:

28.2.1.1. Fraud in securing employment or making a false statement on an application for employment or any false statement on any document related to Ohlone;

- 28.2.1.2. Incompetence, i.e., inability to comply with the minimum standard of an employee's position;
- 28.2.1.3. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee in the position;
- 28.2.1.4. Willful disobedience and insubordination, a failure to submit to duly appointed and acting supervision, conform to duly established orders or directions of, or insulting, undermining or demeaning the authority of a supervisor or manager;
- 28.2.1.5. Dishonesty involving employment;
- 28.2.1.6. Being impaired by or under the influence of alcohol or illegal drugs or narcotics while on duty, which could impact the ability to do the job;
- 28.2.1.7. Excessive absenteeism;
- 28.2.1.8. Unexcused absence without leave;
- 28.2.1.9. Abuse or misuse of sick leave;
- 28.2.1.10. The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. A plea or verdict of guilty, or a conviction showing a plea of no contest made to a charge, a felony, or any offense involving moral turpitude, is deemed to be a conviction within the meaning of this Section;
- 28.2.1.11. Discourteous treatment of the public, students, vendors or other employees;
- 28.2.1.12. Improper or unauthorized use of District property;
- 28.2.1.13. Refusal to subscribe to any oath or affirmation, which is required by law in connection with District employment;
- 28.2.1.14. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division;

- 28.2.1.15. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of District property;
- 28.2.1.16. Mental or physical impairment, which renders the employee unable to perform the essential functions of the job despite reasonable accommodation or which presents a direct threat to the health and safety of self or others;
- 28.2.1.17. Acceptance from any source of a bribe, reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties;
- 28.2.1.18. The refusal of any employee of the District to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause of inquiry in which the District is involved. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such employee;
- 28.2.1.19. Willful violation of policies, procedures and other rules, which may be prescribed by the District, college(s) or departments;
- 28.2.1.20. Working overtime without authorization;
- 28.2.1.21. Abandonment of post, without authorization from his/her supervisor; the unit member shall be provided the opportunity to demonstrate good cause to excuse his/her absence and failure to call in to the supervisor;
- 28.2.1.22. Abandonment of position: five (5) of the affected unit member's workdays of continuous absence without calling in sick to the supervisor or without approved leave shall be deemed abandonment and shall result in termination as a voluntary resignation. This shall not require further District action; the unit member shall be provided the opportunity to demonstrate good cause to excuse his/her absence and failure to call in to the supervisor;
- 28.2.1.23. Knowingly providing in electronic, verbal or written manner confidential employee and/or student records or information to an unauthorized person or persons.

28.3. Guidelines for Disciplinary Action

28.3.1. The following guidelines shall be recognized in the discipline and/or dismissal of unit members:

28.3.1.1. The District rules, regulations and policies shall be reasonable and related to the efficient or safe operation of the District.

28.3.1.2. Rules, orders and penalties should be applied fairly and equitably.

28.3.1.3. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

28.3.1.4. An employee is entitled to union representation at every step of the formal disciplinary process. The employee shall be notified of his/her right by the District.

28.4. Progressive Discipline

28.4.1. The parties recognize that disciplinary actions shall be progressive in nature if they are to correct the conduct of a unit member. The District agrees to follow a course of progressive discipline. It is understood, however, that progressive discipline does not follow any specific sequence of disciplinary actions, and that major offenses will be cause for immediate severe disciplinary actions, up to and including recommendation for dismissal without prior progressive discipline.

28.4.2. In taking disciplinary action, the District shall give due regard to the principle that like penalties should be imposed for like offenses, but it is understood as well that equality of treatment does not require uniformity of penalties. However, in taking disciplinary actions, the District will give due consideration to the evidence of mitigating or aggravating circumstances, the frequency and severity of the offense and any other factors or circumstances bearing upon the incidents or acts involved.

28.4.3. Except in emergency or other exigent situations, as described in section 28.8 below, no disciplinary action involving suspension, demotion or discharge shall be taken against a unit member unless he/she has been informed in writing and in advance of the nature of the deficiency and the method or methods of correction, and has been afforded a reasonable opportunity, including a reasonable amount of time to correct the deficiency.

- 28.4.4. The elements of progressive discipline shall be administered in a timely manner.
- 28.4.5. No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

28.5. Disciplinary Steps to Address Most Performance Related Issues

It is the intent of the District and CSEA that job performance related issues (concerns for which counseling, goals and methods for improvement, and time to show improvement apply) be addressed by the unit member and his/her supervisor(s), when appropriate, by first implementing the following steps:

28.5.1. Counseling

- 28.5.1.1. Generally, counseling is the initial disciplinary action for performance related issues. Counseling includes an informal discussion with employee designed to assist them to fully develop their skills and abilities. Usually, the immediate supervisor verbally counsels the employee. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, seek information or solve problems. Even though most counseling is done verbally, managers and supervisors are to document the date, time, and content in the supervisor's file for possible use in the employee's annual evaluation or in support for further disciplinary action.
- 28.5.1.2. The aim of counseling is to resolve the problem early and avoid the need to escalate to further action.

28.5.2. Verbal Reprimand

- 28.5.2.1. Supervisors give verbal reprimands when counseling has failed to produce the desired changes or when the employee's conduct warrants a more substantial initial step. A verbal reprimand is different than counseling as it provides express notice that an employee's performance or behavior must be improved or further discipline will be imposed. This is the beginning of the formal process. The reprimand should define the areas in which improvement is required, establish goals leading to this improvement, and

inform the employee that failure to improve will result in more serious disciplinary action.

28.5.2.2. As with counseling, the manager/supervisor should document the date, time and content of the warning.

28.5.3. Written Reprimand

28.5.3.1. A Written Reprimand is a more formal notice to an employee that further disciplinary action will be taken unless his/her behavior and/or performance improves.

28.5.3.2. The manager/supervisor should keep a copy of the written reprimand, provide a copy to the employee and file the original in the Human Resources official personnel file. The manager/supervisor should also advise the employee of any right to respond to the written reprimand within ten (10) working days.

28.6. Suspension

28.6.1. Suspension is the temporary removal of an employee from his/her duties, usually without pay. It is often imposed in cases involving gross, egregious, or serious misconduct or repeat behavioral problems for which previous progressive discipline has been ineffective. Generally, a suspension is instituted after consulting with department management and the agency's human resources professionals.

28.7. Skelly Hearing and Discipline Hearing

28.7.1. The Skelly hearing process shall be followed as outlined by then current law.

28.7.2. The Board's Policy 7365, as revised on 03/14/12, and Administrative Procedure 7365, adopted 04/13, shall govern the process for discipline of unit employees, including disciplinary action, any hearing, and any appeal. If the Board makes any change to either Board Policy 7365 and/or Administrative Procedure 7365, during the duration of this agreement, the parties agree to meet and negotiate the impacts and effects of the changes. However, the parties understand that any changes to BP 7365 and/or AP 7365 mandated by law are exempted from the negotiation requirements of this section.

28.8. Emergency and Other Exigent Circumstances Are Excepted From The Initial, Performance Related Progressive Steps Outlined in Sections 28.4 and 28.5

- 28.8.1. A unit member may be removed from the work site and the District's premises when District administration determines there is an emergency or other exigency as described below:
- 28.8.1.1. The District determines that a unit member's continued presence would present a substantial risk to the health, safety and/or welfare of students, the unit member or other unit members, other person or would present a substantial risk of damage / destruction of District property, or,
 - 28.8.1.2. The District determines that a unit member's continued presence would seriously disrupt the normal operation and activities of the work site.
- 28.8.2. The District shall place a unit member removed from a work site due to an emergency on an administrative leave with pay until proper procedures are completed for an unpaid suspension (Skelly hearing).
- 28.8.3. The District may propose a disciplinary action at any time against a unit member who has been placed on "emergency" removal leave.
- 28.8.4. When the District determines it is appropriate the unit member shall be given the opportunity to explain the conduct in question before being removed from the worksite.
- 28.8.5. An emergency shall not be declared based solely on arrest of a unit member, unless otherwise authorized by the Education Code.
- 28.8.6. Note that the emergency / exigent removal of a unit member, described in this section, is different from the situation when the District Human Resources Department places an employee on paid administrative leave solely for purposes of conducting an investigation or other fact gathering - investigation which may or may not involve discipline. If a unit member is uncertain whether his/her administrative leave is of this purely "investigatory" nature, he/she may make a written request to obtain written clarification from the District Human Resources Department on this question. Such clarification shall be issued by District Human Resources within seven (7) calendar days of the unit member's written request.

ARTICLE 29 - PROMOTION

29.1. Promotion means a unit member's change from a position in one unit member classification to a position in another classification having a higher maximum salary range, other than by reclassification.

29.1.1. Criteria:

29.1.1.1. The unit member assumes more difficult duties and responsibilities than those in their present job classification.

29.1.1.2. The unit member must meet the promotional position's minimum education and experience requirements.

29.1.1.3. The unit member must possess or be able to obtain any licenses that may be required to perform the duties and responsibilities of the position to which they seek to be promoted.

29.2. The District shall notify bargaining unit members of vacancy opportunities for promotion. Such notification shall at least provide posting on work site bulletin boards and posting on the District website. Such notices shall remain posted a minimum of five (5) working days. A "vacancy" is a position which (1) is not filled by a permanent or probationary employee, and (2) is not a position from which a unit member is on leave and held for the unit member's return, and (3) the District is currently recruiting for a replacement probationary or permanent employee.

29.2.1. All interested employees may apply for the vacancy by filling out a District Employment Application form and submitting the form to the Human Resources Department in a timely manner. Information presently contained in the employee's personnel file need not be restated on the District Employment Application form and there shall be no requirement to provide references although the applicant may do so.

29.2.2. All applicant bargaining unit members shall be interviewed providing they (1) meet the minimum qualifications for the position; and (2) satisfactorily complete the District Upward Mobility Program or currently participating in any event not less than 50% of the Program at the time of application. Applicants who have not satisfied either or both of these conditions shall be interviewed at the discretion of the District and these provisions shall not be construed as a guarantee to any such interview. Nothing herein is construed to limit or prohibit any unit member's right to apply for any posted vacant unit position.

29.2.3. The District shall provide an opportunity for one bargaining unit member to serve on each interview panel for a promotional position within the bargaining unit. However, such rights shall not determine or influence the schedule or interview process regardless of the lack of convenience to the unit member or any time conflicts.

29.3. Promotion Probation

Unit members who are promoted shall serve a four-month probation period in the new position. If the unit member receives an unsatisfactory evaluation or if the unit member so requests in writing within the four-month period, the unit member shall be returned to his/her former position without prejudice. The District shall not be restricted in determining whether in its sole discretion it will fill a former position either permanently or on an interim basis and whether or not a substitute will be utilized.

29.4. District Upward Mobility Opportunities Program

29.4.1. All bargaining unit members who have at least two years of service and evaluation of satisfactory or above are eligible to participate. Any unit member may apply for a promotion regardless of whether he/she has participated in the Upward Mobility Opportunities Program. Participation in any of the following program options requires a mutual agreement between the employee and the District. A guide to which the District will give consideration shall include but not be limited to District finances, assumed benefit, District needs and operation, etc.

29.4.2. The Program may include:

- A. Ohlone College or other Community College District credit courses
- B. Tuition reimbursement from District funds and/or CSEA Scholarship Fund and Staff Development funds
- C. Mentoring
- D. Special project assignments
- E. Committee assignments
- F. Cross-training within the department
- G. Self-paced learning
- H. On-the-job training
- I. Vacation relief opportunities
- J. Computer skills
- K. Communication (ESL)
- L. Time management
- M. Conflict resolution
- N. Stress reduction

- o. Other provisions as mutually agreed between the District and CSEA
- 29.4.3. Individuals who participate in the Program will not receive out-of-class pay when the purpose of the out-of-class assignment is to prepare them for a promotional opportunity and the approval form is on file.
- 29.4.4. Individuals who wish to participate in the Program should make an appointment to meet with the Associate Vice-President of Human Resources for more information.

ARTICLE 30 - TRANSFER

- 30.1. A transfer is defined as a change of either the physical location of a position (i.e. job site) or a change of position within the same classification to fill a vacancy.
- 30.2. Criteria for Transfer. The following criteria shall be used in consideration of transfer requests:
 - 30.2.1. The need and efficient operation of the District
 - 30.2.2. The contribution the unit member can make in the new position
 - 30.2.3. The qualifications, experience, and recent training of the unit member, compared to those of other candidates, for both the position to be filled and the position to be vacated
 - 30.2.4. The length of service rendered to the District by the unit member and evaluations of satisfactory or higher
- 30.3. Guidelines for Unit Member Initiated Transfer Request. Any unit member covered by this Agreement shall have the privilege of requesting a transfer to a job location within the same position classification, subject to the following conditions:
 - 30.3.1. Submission of a request for transfer on the appropriate District form. Properly filed transfer requests shall be given administrative consideration and shall be valid for one (1) year from the date submitted to the District Human Resources Department.
 - 30.3.2. Filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.
 - 30.3.3. A unit member may request transfer to a vacancy within his/her classification that represents a longer work schedule, and such requests shall be given priority consideration subject to the criteria section of this Article.
- 30.4. CSEA will be notified of all unit positions designated to be filled by the District and such positions will be posted on the officially designated bulletin boards and online. Posted positions will not be filled on a permanent basis for at least ten (10) business days from the date of posting and until interviews for said positions are completed.

ARTICLE 31 - LAYOFFS

- 31.1. Layoffs: The parties agree to comply with applicable law which currently includes:
- 31.1.1. The District may layoff for reasons of lack of work or lack of funds.
 - 31.1.2. The District shall provide written notice of layoff to the President of CSEA prior to the 60-day notice to unit members.
 - 31.1.3. The President of CSEA or designee is responsible to notify the District within ten (10) days if they wish to negotiate effects.
 - 31.1.4. The District shall provide a 60-day written notice to unit members in the event of a reduction in force.
 - 31.1.5. If hours are reduced in a vacant position, the District is obligated to negotiate effects as required by applicable law. The process identified in Article 1, Section 1.2 shall apply.
 - 31.1.6. After termination of employment due to layoff, bargaining unit members shall have re-employment rights consistent with their seniority and applicable law.
 - 31.1.6.1. During this time, bargaining unit members shall have preference to be employed in any vacancy for which the unit member is qualified as provided by applicable law.
 - 31.1.7. As applicable law is amended, the District will comply with applicable law regardless of this language because this language is intended to summarize provisions of existing law.
 - 31.1.8. A reduction in hours or the work-year shall be considered a layoff.
- 31.2. Voluntary Reassignment From Layoff. Any unit member who has been notified of his/her impending separation from service as a result of layoff for lack of work or lack of funds shall have the right to request reassignment to any bargaining unit vacancy which the District intends to fill.
- 31.2.1. The District and CSEA agree that the following retreat provisions apply when layoff of District CSEA represented classified employees occurs and when laid off unit members are otherwise by permanence, seniority, regulation, and District policy eligible to retreat:

- 31.2.1.1. Eligible Administrative Secretary II may retreat to Administrative Secretary I.
 - 31.2.1.2. Eligible unit members whose positions were eliminated by the 2002-2003 District reorganization, and who were assigned another position with no clear retreat rights by the District, on a case by case basis, the District and the CSEA will meet to negotiate a retreat path for the impacted unit members. Consideration will be given to the unit member's seniority, skills, abilities, job performance, job knowledge, Upward Mobility participation, and District needs. It is the intent of the parties that the provisions apply under circumstances, among others, where there has been changes in job titles or reorganization.
 - 31.2.1.3. The process adopted will be a guideline for future layoffs, should layoffs occur.
- 31.2.2. Such applicants shall receive consideration by the District prior to any other applicant for the available position.

- 31.2.3. If the District believes that such applicant is qualified or reasonably qualifiable for the vacant position, the reassignment request may be granted.
- 31.2.3.1. A "qualifiable" unit member appointed to a vacant position in accordance with this article shall be placed on a minimum of a six (6) month probationary period.
- 31.2.3.2. A written plan shall be jointly developed between the unit member and the District which will set forth the skills which must be developed or improved, the commitment and obligation of the unit member for doing so, the assistance which may be provided by the District and the timelines for completing the program, which shall not exceed the probationary period.
- 31.2.3.3. If the unit member does not meet the minimum qualifications for the position at the conclusion of the program, he/she shall be separated from service and placed on the reemployment list for the position which was eliminated.
- 31.2.4. Nothing contained herein shall restrict the District's right to assign or reassign bargaining unit members.

ARTICLE 32 - SAFETY

- 32.1. The employer shall provide safe working conditions for all unit members. Unit members shall report all unsafe working conditions, as soon as possible, to the designated District representative.
- 32.2. Absence Because of Epidemics or Emergencies. A unit member shall be paid his/her regular salary for any period during which his/her place of employment is closed by Board action because of quarantine or epidemic, providing the unit member is ready, able and willing to perform his/her customary or other reasonable and suitable duties.
- 32.3. District shall train all bargaining unit members with respect to the District's Injury Illness Prevention Program and Code of Safety Practices at least once every two years.
- 32.4. Bargaining unit members will report unsafe or potentially dangerous hazards in accordance with the District's Injury and Illness Prevention Program (IIPP) without fear of reprisal. If the unsafe or potentially dangerous hazard is unable to be resolved within a reasonable time period, the employee may be relocated to work from a different location until the hazard is resolved.

ARTICLE 33 - TELECOMMUTING PROTOCOLS

33.1. The purpose of the Telecommuting Protocols are to ensure that essential District functions continue to be performed temporarily at an alternative location during emergencies that have caused the disruption of normal District operations.

33.2. Eligibility Criteria

Telecommuting is not suitable for all employees or positions. The Superintendent/President has the discretion to determine unit members who may telecommute during the disruptions of normal operations as follows, but not limited to:

a. District operational needs; b. The potential for disruption to the District's functions; c. The ability of the unit member to perform their specific job duties from an alternate work location without diminishing the quantity or quality of the work performed; d. The degree of face-to-face interaction with other District employees and the public that the unit member's position requires; e. The portability of the unit member's work; f. The ability to create a functional, reliable, safe, and secure alternate worksite for the unit member at a reasonable cost; g. The risk factors associated with performing the unit member's job duties from a location separate from their District Worksite; h. The ability to measure the unit member's work performance from a location separate from their District Worksite; i. The unit member's need for supervision; j. Other considerations deemed necessary and appropriate by the unit member's immediate supervisor, area Vice President, and the Vice President of Human Resources.

33.3. Telework Assignment

33.3.1 The District has the sole discretion to activate and/or terminate the telecommunication protocols.

33.3.2. The unit member acknowledges and agrees that the protocols are temporary and subject to the sole discretion of management. The District will approve telecommuting on a case-by-case basis consistent with the eligibility criteria above.

33.3.3. Unit members who are entitled to overtime per Article 11.4 Overtime shall set a work schedule, including rest and meal breaks ("Work Schedule") consistent with Article 11.2 Lunch Periods and Article 11.3 Rest Periods.

Any deviation from the Work Schedule must be approved in advance, in writing, by management.

33.3.4. Telecommuting unit members are required to be accessible in the same manner as if they are working at their District worksite during the established telecommuting work Schedule, regardless of the designated location for telecommuting. Unit members must be accessible via telephone, email, videoconference, or network access to their supervisor and other District employees while telecommuting, as if working at their District worksite. Unit members shall check their District-related business phone messages and emails on a consistent basis, as if working at their District worksite.

33.3.5. Unit members shall work on a full-time basis, according to the Work Schedule. Unit members are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to their supervisor upon request.

33.3.6. While telecommuting, unit members shall adhere to the following:

a. Be available to the department via telephone, email or zoom during all designated work hours. b. Have the Alternate Worksite be quiet and reasonably free of distractions, with reliable and secure internet or wireless access. c. All periods of unit members' unavailability must be approved in advance by management in accordance with department policy and documented on the appropriate leave of absence slip. d. Unit members shall ensure dependent care will not interfere with work responsibilities. e. Unit members must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances. f. If the District has provided District owned equipment, unit members agree to follow the District's policy for the use of such equipment. Unit members will report to their supervisor any loss, damage, or unauthorized access to District owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

33.4. Duties, Rights, Obligations, and Responsibilities.

33.4.1. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all District and departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official District documents and directives.

33.4.2. Unit members performing work at an Alternate Worksite are expected to meet the same standards of performance and professionalism in terms of job responsibilities, work product, timeliness of assignments, and contact with other District employees and the public.

33.4.3. Unit members shall ensure that all official District documents are retained and maintained according to the normal operating procedures in the same manner as if working at a District worksite.

33.4.4. Unit members may receive approval to use personal computer equipment or be provided with District issued equipment at the sole discretion of the area vice president.

33.4.5. The District shall reimburse unit members for reasonably necessary expenses as a condition of continued employment during telecommuting protocols per California Labor Code 2802. The unit member shall request prior approval from their supervisor before expenses are incurred in accordance with District policy and procedures.

33.4.6. Unit members may receive a virtual private network ("VPN") account, as approved by the District Manager.

33.4.7. Unit member requests to work overtime must be approved in advance per Article 11.4.

33.4.9. Unit members must take reasonable precautions to ensure their devices (e.g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the District's network and must close or secure all connections to District desktop or system resources (e.g., remote desktop, VPN connections, etc.) when not conducting work for the District. Unit member must maintain adequate firewall and security protection on all such devices used to conduct District work from the Alternate Worksite.

33.4.10. Unit members shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the District's records retention policies, especially as it pertains to the Public Records Act. Unit members must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Unit members must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Unit members must return all records, documents, and correspondence to the

District at the end of the protocol, or upon request by their supervisor, area Vice President, or Human Resources.

33.4.11. The unit member's salary and benefits remains unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Unit members must report any such work-related injuries to their supervisor immediately. The District shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.

33.4.12. All existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the implementation of the telecommunications protocols as practicable, supervisors and unit members shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.

33.4.13. Any breach of the protocols by the unit member may result in termination of the telecommuting protocols or disciplinary action, up to and including termination of employment.

33.4.14 During the remote work, the unit member is required to live and reside within the state of California.

ARTICLE 34 - EFFECT OF AGREEMENT

34.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District. The District will negotiate bargainable issues relating to practices and procedures in compliance with EERA requirements.

CSEA CLASSIFICATION LIST

CATEGORY – CLERICAL/SECRETARIAL

| JOB TITLE | SALARY RANGE |
|---|--------------|
| ADMINISTRATIVE ASSISTANT* | 37 |
| CURRICULUM AND SCHEDULING SPECIALIST | 35 |
| DIVISION ADMINISTRATIVE ASSISTANT* | 40 |
| OFFICE ASSISTANT | 30 |
| POLICE OPERATIONS ASSISTANT/ DISPATCHER | 34 |
| PROGRAM ASSISTANT, COMMUNITY AND CORPORATE EDUCATION SERVICES | 32 |
| PROGRAM ASSISTANT, STUDENT ACCESSIBILITY SERVICES* | 32 |
| SENIOR ADMINISTRATIVE ASSISTANT** | 42 |
| STUDENT SERVICES ASSISTANT | 30 |

EEO CATEGORY – SERVICE/MAINTENANCE

| JOB TITLE | SALARY RANGE |
|--|--------------|
| FACILITIES OPERATIONS ASSISTANT/HELP DESK DISPATCHER | 34 |

EEO CATEGORY – TECHNICAL/PARAPROFESSIONAL

| JOB TITLE | SALARY RANGE |
|--|--------------|
| ACCOMMODATIONS SERVICES SPECIALIST | 38 |
| ADMISSIONS AND RECORDS TECHNICIAN | 34 |
| ADMISSIONS AND RECORDS TECHNICIAN, RESIDENCY | 34 |
| ALTERNATE MEDIA SPECIALIST | 44 |
| CAREER ADVISOR, CAREER CENTER | 37 |
| COLLEGE MARKETING SPECIALIST* | 44 |
| CURRICULUM AND SCHEDULE TECHNICIAN | 39 |
| EMPLOYER AND ENTREPRENEURSHIP ADVISOR | 37 |
| FINANCIAL AID SPECIALIST I | 34 |
| FINANCIAL AID SPECIALIST II | 36 |
| FINANCIAL AID SPECIALIST II, VETERANS AFFAIRS | 36 |
| HEALTH SCIENCE SKILLS LAB COORDINATOR | 47 |
| INSTITUTIONAL ADVANCEMENT DEVELOPMENT OFFICER | 46 |
| INSTRUCTIONAL ACCESSIBILITY TECHNICIAN | 40 |
| INSTRUCTIONAL ASSISTANT - MATH, SCIENCE, DEAF LABS | 32 |
| INSTRUCTIONAL ASSISTANT II - ELC | 36 |
| LEAD SIGN LANGUAGE INTERPRETER | 52 |
| LEARNING RESOURCE CENTER TECHNICIAN | 34 |
| LEARNING RESOURCE CLERICAL ASSISTANT | 32 |
| NEWARK CAMPUS SITE COORDINATOR | 42 |

| | |
|---|----|
| PROGRAM ASSISTANT, MUSIC LIBRARY | 32 |
| PROGRAM COORDINATOR, CAREER EDUCATION AND SERVICES | 42 |
| PROGRAM COORDINATOR, CIVIC CENTER RENTALS | 42 |
| PROGRAM COORDINATOR, EOPS, CALWORKS, AND CARE | 42 |
| PROGRAM COORDINATOR, MULTICULTURAL STUDENT CENTER | 42 |
| PROGRAM COORDINATOR, STUDENT SUCCESS AND RETENTION | 42 |
| PROGRAM COORDINATOR, TRANSFER CENTER | 42 |
| PROGRAM SPECIALIST, INTERNATIONAL STUDENTS | 36 |
| PROGRAM SPECIALIST, OUTREACH FOR CAREER EDUCATION AND FINANCIAL AID | 36 |
| PROGRAM SPECIALIST, STUDENT LIFE | 36 |
| PROGRAMS SPECIALIST, CAREER CENTER | 36 |
| RADIO BROADCAST TECHNICIAN | 42 |
| REAL TIME CAPTIONER | 46 |
| SCIENCE LABORATORY TECHNICIAN* | 34 |
| SENIOR ADMISSIONS AND RECORDS SPECIALIST | 36 |
| SENIOR ADMISSIONS AND RECORDS SPECIALIST, EVALUATOR | 36 |
| SIGN LANGUAGE INTERPRETER I | 41 |
| SIGN LANGUAGE INTERPRETER II | 46 |
| STUDENT ACCESSIBILITY SERVICES TEST PROCTOR | 28 |
| THEATER TECHNICAL OPERATIONS ASSISTANT | 30 |
| THEATER ARTS TECHNICAL DESIGNER | 38 |
| THEATER OPERATIONS TECHNICAL COORDINATOR | 42 |
| VIDEO SYSTEMS ENGINEER | 42 |

EEO CATEGORY – TECHNICAL/PROFESSIONAL

| JOB TITLE | SALARY RANGE |
|--|---------------------|
| ACCOUNTANT | 46 |
| ACCOUNTING TECHNICIAN | 34 |
| BOND PURCHASING AGENT/CONTRACT ANALYST | 46 |
| LEAD BUDGET AND ACCOUNTING ANALYST | 57 |
| PAYROLL AND BUDGET OFFICER | 46 |
| PAYROLL OFFICER | 46 |
| PURCHASING AGENT | 44 |
| SENIOR ACCOUNTANT | 47 |
| SENIOR ACCOUNTING TECHNICIAN | 38 |

EEO CATEGORY – TECHNICAL

| JOB TITLE | SALARY RANGE |
|---|---------------------|
| AUDIO/VISUAL EQUIPMENT TECHNICIAN | 40 |
| DISTRICT ICT ACCESSIBILITY TECHNICIAN | 40 |
| E-CAMPUS INSTRUCTIONAL TECHNOLOGY COORDINATOR | 46 |
| INFORMATION SYSTEMS ADMINISTRATOR | 54 |

| | |
|--|----|
| INFORMATION TECHNOLOGY SUPPORT TECHNICIAN I | 46 |
| INFORMATION TECHNOLOGY SUPPORT TECHNICIAN II | 50 |
| LEAD APPLICATIONS AND SYSTEMS ANALYST | 57 |
| LEAD TECHNOLOGY AND SUPPORT SERVICES | 57 |
| NETWORK ADMINISTRATOR | 54 |
| PROGRAMMER ANALYST | 53 |
| SYSTEMS ADMINISTRATOR | 54 |
| SYSTEMS ANALYST/APPLICATIONS ADMINISTRATOR | 52 |
| SYSTEMS AND NETWORK ADMINISTRATOR | 54 |
| SYSTEMS SUPPORT SPECIALIST | 44 |
| WEB DEVELOPER | 53 |

Incumbent(s) in the positions are grand-personed in their old ranges (positions with *).

Incumbent(s) in the positions are grand-personed in their old ranges and title will retire once position becomes vacant (positions with **).

Effective 07/01/2021

**OHLONE COMMUNITY COLLEGE DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
APPROVED SALARY SCHEDULE
EFFECTIVE JULY 1, 2021**

| Range No. | A | B | C | D | E | F | Range No. | A | B | C | D | E | F |
|--------------|---------|---------|---------|---------|---------|---------|--------------|---------|---------|---------|---------|---------|---------|
| 3 | \$2,115 | \$2,220 | \$2,331 | \$2,449 | \$2,572 | \$2,701 | 31 | \$4,072 | \$4,277 | \$4,491 | \$4,716 | \$4,952 | \$5,200 |
| 4 | \$2,154 | \$2,263 | \$2,376 | \$2,495 | \$2,620 | \$2,751 | 32 | \$4,174 | \$4,384 | \$4,603 | \$4,834 | \$5,075 | \$5,330 |
| 5 | \$2,216 | \$2,328 | \$2,445 | \$2,568 | \$2,698 | \$2,831 | 33 | \$4,278 | \$4,492 | \$4,717 | \$4,953 | \$5,203 | \$5,462 |
| 6 | \$2,261 | \$2,374 | \$2,493 | \$2,618 | \$2,749 | \$2,889 | 34 | \$4,384 | \$4,603 | \$4,834 | \$5,075 | \$5,330 | \$5,597 |
| 7 | \$2,316 | \$2,432 | \$2,555 | \$2,682 | \$2,816 | \$2,957 | 35 | \$4,490 | \$4,715 | \$4,951 | \$5,198 | \$5,459 | \$5,733 |
| 8 | \$2,374 | \$2,493 | \$2,618 | \$2,749 | \$2,889 | \$3,033 | 36 | \$4,592 | \$4,822 | \$5,064 | \$5,318 | \$5,584 | \$5,864 |
| 9 | \$2,426 | \$2,547 | \$2,677 | \$2,810 | \$2,950 | \$3,099 | 37 | \$4,706 | \$4,941 | \$5,189 | \$5,448 | \$5,722 | \$6,008 |
| 10 | \$2,480 | \$2,605 | \$2,734 | \$2,872 | \$3,016 | \$3,166 | 38 | \$4,813 | \$5,053 | \$5,305 | \$5,572 | \$5,851 | \$6,143 |
| 11 | \$2,537 | \$2,665 | \$2,799 | \$2,939 | \$3,086 | \$3,241 | 39 | \$4,940 | \$5,188 | \$5,447 | \$5,721 | \$6,006 | \$6,308 |
| 12 | \$2,602 | \$2,731 | \$2,869 | \$3,013 | \$3,163 | \$3,323 | 40 | \$5,050 | \$5,302 | \$5,568 | \$5,848 | \$6,140 | \$6,448 |
| 13 | \$2,663 | \$2,796 | \$2,937 | \$3,084 | \$3,239 | \$3,402 | 41 | \$5,182 | \$5,443 | \$5,714 | \$6,001 | \$6,304 | \$6,618 |
| 14 | \$2,726 | \$2,863 | \$3,008 | \$3,157 | \$3,317 | \$3,481 | 42 | \$5,302 | \$5,568 | \$5,848 | \$6,140 | \$6,448 | \$6,770 |
| 15 | \$2,795 | \$2,936 | \$3,083 | \$3,238 | \$3,401 | \$3,571 | 43 | \$5,435 | \$5,705 | \$5,991 | \$6,290 | \$6,606 | \$6,937 |
| 16 | \$2,857 | \$3,001 | \$3,152 | \$3,310 | \$3,476 | \$3,650 | 44 | \$5,563 | \$5,841 | \$6,133 | \$6,441 | \$6,763 | \$7,101 |
| 17 | \$2,928 | \$3,075 | \$3,229 | \$3,390 | \$3,560 | \$3,738 | 45 | \$5,697 | \$5,983 | \$6,283 | \$6,598 | \$6,928 | \$7,273 |
| 18 | \$2,995 | \$3,145 | \$3,303 | \$3,469 | \$3,642 | \$3,825 | 46 | \$5,835 | \$6,127 | \$6,434 | \$6,757 | \$7,094 | \$7,451 |
| 19 | \$3,063 | \$3,218 | \$3,380 | \$3,549 | \$3,727 | \$3,914 | 47 | \$5,980 | \$6,279 | \$6,595 | \$6,925 | \$7,270 | \$7,634 |
| 20 | \$3,140 | \$3,298 | \$3,463 | \$3,636 | \$3,817 | \$4,009 | 48 | \$6,124 | \$6,431 | \$6,753 | \$7,091 | \$7,446 | \$7,818 |
| 21 | \$3,218 | \$3,380 | \$3,549 | \$3,727 | \$3,914 | \$4,110 | 49 | \$6,275 | \$6,590 | \$6,920 | \$7,266 | \$7,629 | \$8,011 |
| 22 | \$3,289 | \$3,454 | \$3,629 | \$3,809 | \$4,001 | \$4,201 | 50 | \$6,421 | \$6,742 | \$7,080 | \$7,434 | \$7,806 | \$8,198 |
| 23 | \$3,371 | \$3,541 | \$3,719 | \$3,904 | \$4,100 | \$4,305 | 51 | \$6,587 | \$6,917 | \$7,263 | \$7,625 | \$8,007 | \$8,409 |
| 24 | \$3,449 | \$3,623 | \$3,804 | \$3,995 | \$4,195 | \$4,406 | 52 | \$6,744 | \$7,082 | \$7,436 | \$7,808 | \$8,200 | \$8,611 |
| 25 | \$3,537 | \$3,715 | \$3,901 | \$4,096 | \$4,301 | \$4,516 | 53 | \$6,909 | \$7,256 | \$7,618 | \$7,999 | \$8,400 | \$8,820 |
| 26 | \$3,618 | \$3,800 | \$3,990 | \$4,190 | \$4,399 | \$4,620 | 54 | \$7,081 | \$7,435 | \$7,807 | \$8,199 | \$8,610 | \$9,041 |
| 27 | \$3,708 | \$3,894 | \$4,090 | \$4,295 | \$4,509 | \$4,736 | 55 | \$7,253 | \$7,616 | \$7,997 | \$8,398 | \$8,818 | \$9,259 |
| 28 | \$3,798 | \$3,988 | \$4,188 | \$4,397 | \$4,618 | \$4,848 | 56 | \$7,428 | \$7,801 | \$8,192 | \$8,603 | \$9,032 | \$9,484 |
| 29 | \$3,886 | \$4,081 | \$4,286 | \$4,501 | \$4,725 | \$4,962 | 57 | \$7,605 | \$7,988 | \$8,387 | \$8,807 | \$9,248 | \$9,711 |
| 30 | \$3,978 | \$4,178 | \$4,388 | \$4,607 | \$4,838 | \$5,080 | 58 | \$7,795 | \$8,184 | \$8,593 | \$9,025 | \$9,477 | \$9,950 |

1. Effective 7/1/02 2% Increase
2. Effective 7/1/04 2.41% increase
3. Effective 7/1/04 annual amount of each step increased by \$800
4. Effective 1/1/06 5% COLA
5. Effective 7/1/06 5% COLA
6. Effective 7/1/07 4.53% COLA
7. Effective 7/1/08 1.04% increase
8. Effective 7/1/09 - 3.8% Cola (6 furlough days taken)
9. Effective 7/1/10 - 2.3% Cola (5 furlough days taken)

10. Effective 7/1/11 0% Cola
11. Effective 7/1/12 0% Cola
12. Effective 7/1/13 1.57% Salary increase
13. Effective 7/1/14 0% Salary increase; 5% off schedule bonus;
14. Effective 7/1/15 3% Salary increase
15. Effective 11/1/16 1% off schedule bonus
16. Effective 1/1/17 1% Salary increase
17. Effective 7/1/17 2% Salary increase
18. Effective 7/1/18 2.71% COLA salary increase
19. Effective 7/1/19 2.26% Salary Increase
20. Effective 7/1/20 1% COLA salary increase
21. Effective 7/1/21 5.07% COLA salary increase

**OHLONE COMMUNITY COLLEGE DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
APPROVED SALARY SCHEDULE
EFFECTIVE JULY 1, 2021**

| Range | | | | | | | Range | | | | | | |
|-------|----------|----------|----------|----------|----------|----------|-------|----------|----------|-----------|-----------|-----------|-----------|
| No. | A | B | C | D | E | F | No. | A | B | C | D | E | F |
| 3 | \$25,380 | \$26,640 | \$27,972 | \$29,388 | \$30,864 | \$32,412 | 31 | \$48,864 | \$51,324 | \$53,892 | \$56,592 | \$59,424 | \$62,400 |
| 4 | \$25,848 | \$27,156 | \$28,512 | \$29,940 | \$31,440 | \$33,012 | 32 | \$50,088 | \$52,608 | \$55,236 | \$58,008 | \$60,900 | \$63,960 |
| 5 | \$26,592 | \$27,936 | \$29,340 | \$30,816 | \$32,376 | \$33,972 | 33 | \$51,336 | \$53,904 | \$56,604 | \$59,436 | \$62,436 | \$65,544 |
| 6 | \$27,132 | \$28,488 | \$29,916 | \$31,416 | \$32,988 | \$34,668 | 34 | \$52,608 | \$55,236 | \$58,008 | \$60,900 | \$63,960 | \$67,164 |
| 7 | \$27,792 | \$29,184 | \$30,660 | \$32,184 | \$33,792 | \$35,484 | 35 | \$53,880 | \$56,580 | \$59,412 | \$62,376 | \$65,508 | \$68,796 |
| 8 | \$28,488 | \$29,916 | \$31,416 | \$32,988 | \$34,668 | \$36,396 | 36 | \$55,104 | \$57,864 | \$60,768 | \$63,816 | \$67,008 | \$70,368 |
| 9 | \$29,112 | \$30,564 | \$32,124 | \$33,720 | \$35,400 | \$37,188 | 37 | \$56,472 | \$59,292 | \$62,268 | \$65,376 | \$68,664 | \$72,096 |
| 10 | \$29,760 | \$31,260 | \$32,808 | \$34,464 | \$36,192 | \$37,992 | 38 | \$57,756 | \$60,636 | \$63,660 | \$66,864 | \$70,212 | \$73,716 |
| 11 | \$30,444 | \$31,980 | \$33,588 | \$35,268 | \$37,032 | \$38,892 | 39 | \$59,280 | \$62,256 | \$65,364 | \$68,652 | \$72,072 | \$75,696 |
| 12 | \$31,224 | \$32,772 | \$34,428 | \$36,156 | \$37,956 | \$39,876 | 40 | \$60,600 | \$63,624 | \$66,816 | \$70,176 | \$73,680 | \$77,376 |
| 13 | \$31,956 | \$33,552 | \$35,244 | \$37,008 | \$38,868 | \$40,824 | 41 | \$62,184 | \$65,316 | \$68,568 | \$72,012 | \$75,648 | \$79,416 |
| 14 | \$32,712 | \$34,356 | \$36,096 | \$37,884 | \$39,804 | \$41,772 | 42 | \$63,624 | \$66,816 | \$70,176 | \$73,680 | \$77,376 | \$81,240 |
| 15 | \$33,540 | \$35,232 | \$36,996 | \$38,856 | \$40,812 | \$42,852 | 43 | \$65,220 | \$68,460 | \$71,892 | \$75,480 | \$79,272 | \$83,244 |
| 16 | \$34,284 | \$36,012 | \$37,824 | \$39,720 | \$41,712 | \$43,800 | 44 | \$66,756 | \$70,092 | \$73,596 | \$77,292 | \$81,156 | \$85,212 |
| 17 | \$35,136 | \$36,900 | \$38,748 | \$40,680 | \$42,720 | \$44,856 | 45 | \$68,364 | \$71,796 | \$75,396 | \$79,176 | \$83,136 | \$87,276 |
| 18 | \$35,940 | \$37,740 | \$39,636 | \$41,628 | \$43,704 | \$45,900 | 46 | \$70,020 | \$73,524 | \$77,208 | \$81,084 | \$85,128 | \$89,412 |
| 19 | \$36,756 | \$38,616 | \$40,560 | \$42,588 | \$44,724 | \$46,968 | 47 | \$71,760 | \$75,348 | \$79,140 | \$83,100 | \$87,240 | \$91,608 |
| 20 | \$37,680 | \$39,576 | \$41,556 | \$43,632 | \$45,804 | \$48,108 | 48 | \$73,488 | \$77,172 | \$81,036 | \$85,092 | \$89,352 | \$93,816 |
| 21 | \$38,616 | \$40,560 | \$42,588 | \$44,724 | \$46,968 | \$49,320 | 49 | \$75,300 | \$79,080 | \$83,040 | \$87,192 | \$91,548 | \$96,132 |
| 22 | \$39,468 | \$41,448 | \$43,548 | \$45,708 | \$48,012 | \$50,412 | 50 | \$77,052 | \$80,904 | \$84,960 | \$89,208 | \$93,672 | \$98,376 |
| 23 | \$40,452 | \$42,492 | \$44,628 | \$46,848 | \$49,200 | \$51,660 | 51 | \$79,044 | \$83,004 | \$87,156 | \$91,500 | \$96,084 | \$100,908 |
| 24 | \$41,388 | \$43,476 | \$45,648 | \$47,940 | \$50,340 | \$52,872 | 52 | \$80,928 | \$84,984 | \$89,232 | \$93,696 | \$98,400 | \$103,332 |
| 25 | \$42,444 | \$44,580 | \$46,812 | \$49,152 | \$51,612 | \$54,192 | 53 | \$82,908 | \$87,072 | \$91,416 | \$95,988 | \$100,800 | \$105,840 |
| 26 | \$43,416 | \$45,600 | \$47,880 | \$50,280 | \$52,788 | \$55,440 | 54 | \$84,972 | \$89,220 | \$93,684 | \$98,388 | \$103,320 | \$108,492 |
| 27 | \$44,496 | \$46,728 | \$49,080 | \$51,540 | \$54,108 | \$56,832 | 55 | \$87,036 | \$91,392 | \$95,964 | \$100,776 | \$105,816 | \$111,108 |
| 28 | \$45,576 | \$47,856 | \$50,256 | \$52,764 | \$55,416 | \$58,176 | 56 | \$89,136 | \$93,612 | \$98,304 | \$103,236 | \$108,384 | \$113,808 |
| 29 | \$46,632 | \$48,972 | \$51,432 | \$54,012 | \$56,700 | \$59,544 | 57 | \$91,260 | \$95,856 | \$100,644 | \$105,684 | \$110,976 | \$116,532 |
| 30 | \$47,736 | \$50,136 | \$52,656 | \$55,284 | \$58,056 | \$60,960 | 58 | \$93,540 | \$98,208 | \$103,116 | \$108,300 | \$113,724 | \$119,400 |

1. Effective 7/1/02 2% Increase
2. Effective 7/1/04 2.41% increase
3. Effective 7/1/04 annual amount of each step increased by \$800
4. Effective 1/1/06 5% COLA
5. Effective 7/1/06 5% COLA
6. Effective 7/1/07 4.53% COLA
7. Effective 7/1/08 1.04% increase
8. Effective 7/1/09 - 3.8% Cola (6 furlough days taken)
9. Effective 7/1/10 - 2.3% Cola (5 furlough days taken)

10. Effective 7/1/11 0% Cola
11. Effective 7/1/12 0% Cola
12. Effective 7/1/13 1.57% Salary increase
13. Effective 7/1/14 0% Salary increase; 5% off schedule bonus;
14. Effective 7/1/15 3% Salary increase
15. Effective 11/1/16 1% off schedule bonus
16. Effective 1/1/17 1% Salary increase
17. Effective 7/1/17 2% Salary increase
18. Effective 7/1/18 2.71% Salary increase
20. Effective 7/1/20 1% COLA salary increase
21. Effective 7/1/21 5.07% COLA salary increase

**OHLONE COMMUNITY COLLEGE DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
APPROVED SALARY SCHEDULE
EFFECTIVE JULY 1, 2021**

| Range | | | | | | | Range | | | | | | |
|-------|---------|---------|---------|---------|---------|---------|-------|---------|---------|---------|---------|---------|---------|
| No. | A | B | C | D | E | F | No. | A | B | C | D | E | F |
| 3 | \$12.20 | \$12.81 | \$13.45 | \$14.13 | \$14.84 | \$15.58 | 31 | \$23.49 | \$24.68 | \$25.91 | \$27.21 | \$28.57 | \$30.00 |
| 4 | \$12.43 | \$13.06 | \$13.71 | \$14.39 | \$15.12 | \$15.87 | 32 | \$24.08 | \$25.29 | \$26.56 | \$27.89 | \$29.28 | \$30.75 |
| 5 | \$12.78 | \$13.43 | \$14.11 | \$14.82 | \$15.57 | \$16.33 | 33 | \$24.68 | \$25.92 | \$27.21 | \$28.58 | \$30.02 | \$31.51 |
| 6 | \$13.04 | \$13.70 | \$14.38 | \$15.10 | \$15.86 | \$16.67 | 34 | \$25.29 | \$26.56 | \$27.89 | \$29.28 | \$30.75 | \$32.29 |
| 7 | \$13.36 | \$14.03 | \$14.74 | \$15.47 | \$16.25 | \$17.06 | 35 | \$25.90 | \$27.20 | \$28.56 | \$29.99 | \$31.49 | \$33.08 |
| 8 | \$13.70 | \$14.38 | \$15.10 | \$15.86 | \$16.67 | \$17.50 | 36 | \$26.49 | \$27.82 | \$29.22 | \$30.68 | \$32.22 | \$33.83 |
| 9 | \$14.00 | \$14.69 | \$15.44 | \$16.21 | \$17.02 | \$17.88 | 37 | \$27.15 | \$28.51 | \$29.94 | \$31.43 | \$33.01 | \$34.66 |
| 10 | \$14.31 | \$15.03 | \$15.77 | \$16.57 | \$17.40 | \$18.27 | 38 | \$27.77 | \$29.15 | \$30.61 | \$32.15 | \$33.76 | \$35.44 |
| 11 | \$14.64 | \$15.38 | \$16.15 | \$16.96 | \$17.80 | \$18.70 | 39 | \$28.50 | \$29.93 | \$31.43 | \$33.01 | \$34.65 | \$36.39 |
| 12 | \$15.01 | \$15.76 | \$16.55 | \$17.38 | \$18.25 | \$19.17 | 40 | \$29.13 | \$30.59 | \$32.12 | \$33.74 | \$35.42 | \$37.20 |
| 13 | \$15.36 | \$16.13 | \$16.94 | \$17.79 | \$18.69 | \$19.63 | 41 | \$29.90 | \$31.40 | \$32.97 | \$34.62 | \$36.37 | \$38.18 |
| 14 | \$15.73 | \$16.52 | \$17.35 | \$18.21 | \$19.14 | \$20.08 | 42 | \$30.59 | \$32.12 | \$33.74 | \$35.42 | \$37.20 | \$39.06 |
| 15 | \$16.13 | \$16.94 | \$17.79 | \$18.68 | \$19.62 | \$20.60 | 43 | \$31.36 | \$32.91 | \$34.56 | \$36.29 | \$38.11 | \$40.02 |
| 16 | \$16.48 | \$17.31 | \$18.18 | \$19.10 | \$20.05 | \$21.06 | 44 | \$32.09 | \$33.70 | \$35.38 | \$37.16 | \$39.02 | \$40.97 |
| 17 | \$16.89 | \$17.74 | \$18.63 | \$19.56 | \$20.54 | \$21.57 | 45 | \$32.87 | \$34.52 | \$36.25 | \$38.07 | \$39.97 | \$41.96 |
| 18 | \$17.28 | \$18.14 | \$19.06 | \$20.01 | \$21.01 | \$22.07 | 46 | \$33.66 | \$35.35 | \$37.12 | \$38.98 | \$40.93 | \$42.99 |
| 19 | \$17.67 | \$18.57 | \$19.50 | \$20.48 | \$21.50 | \$22.58 | 47 | \$34.50 | \$36.23 | \$38.05 | \$39.95 | \$41.94 | \$44.04 |
| 20 | \$18.12 | \$19.03 | \$19.98 | \$20.98 | \$22.02 | \$23.13 | 48 | \$35.33 | \$37.10 | \$38.96 | \$40.91 | \$42.96 | \$45.10 |
| 21 | \$18.57 | \$19.50 | \$20.48 | \$21.50 | \$22.58 | \$23.71 | 49 | \$36.20 | \$38.02 | \$39.92 | \$41.92 | \$44.01 | \$46.22 |
| 22 | \$18.98 | \$19.93 | \$20.94 | \$21.98 | \$23.08 | \$24.24 | 50 | \$37.04 | \$38.90 | \$40.85 | \$42.89 | \$45.03 | \$47.30 |
| 23 | \$19.45 | \$20.43 | \$21.46 | \$22.52 | \$23.65 | \$24.84 | 51 | \$38.00 | \$39.91 | \$41.90 | \$43.99 | \$46.19 | \$48.51 |
| 24 | \$19.90 | \$20.90 | \$21.95 | \$23.05 | \$24.20 | \$25.42 | 52 | \$38.91 | \$40.86 | \$42.90 | \$45.05 | \$47.31 | \$49.68 |
| 25 | \$20.41 | \$21.43 | \$22.51 | \$23.63 | \$24.81 | \$26.05 | 53 | \$39.86 | \$41.86 | \$43.95 | \$46.15 | \$48.46 | \$50.88 |
| 26 | \$20.87 | \$21.92 | \$23.02 | \$24.17 | \$25.38 | \$26.65 | 54 | \$40.85 | \$42.89 | \$45.04 | \$47.30 | \$49.67 | \$52.16 |
| 27 | \$21.39 | \$22.47 | \$23.60 | \$24.78 | \$26.01 | \$27.32 | 55 | \$41.84 | \$43.94 | \$46.14 | \$48.45 | \$50.87 | \$53.42 |
| 28 | \$21.91 | \$23.01 | \$24.16 | \$25.37 | \$26.64 | \$27.97 | 56 | \$42.85 | \$45.01 | \$47.26 | \$49.63 | \$52.11 | \$54.72 |
| 29 | \$22.42 | \$23.54 | \$24.73 | \$25.97 | \$27.26 | \$28.63 | 57 | \$43.88 | \$46.08 | \$48.39 | \$50.81 | \$53.35 | \$56.03 |
| 30 | \$22.95 | \$24.10 | \$25.32 | \$26.58 | \$27.91 | \$29.31 | 58 | \$44.97 | \$47.22 | \$49.58 | \$52.07 | \$54.68 | \$57.40 |

1. Effective 7/1/02 2% Increase
2. Effective 7/1/04 2.41% increase
3. Effective 7/1/04 annual amount of each step increased by
4. Effective 1/1/06 5% COLA
5. Effective 7/1/06 5% COLA
6. Effective 7/1/07 4.53% COLA
7. Effective 7/1/08 1.04% increase
8. Effective 7/1/09 - 3.8% Cola (6 furlough days taken)
9. Effective 7/1/10 - 2.3% Cola (5 furlough days taken)
10. Effective 7/1/11 0% Cola
11. Effective 7/1/12 0% Cola
12. Effective 7/1/13 1.57% Salary increase
13. Effective 7/1/14 0% Salary increase; 5% off schedule bonus;
14. Effective 7/1/15 3% Salary increase
15. Effective 11/1/16 1% off schedule bonus
16. Effective 1/1/17 1% Salary increase
17. Effective 7/1/17 2% Salary increase
18. Effective 7/1/18 2.71% Salary increase
20. Effective 7/1/20 1% COLA salary increase
21. Effective 7/1/21 5.07% COLA salary increase

APPENDIX C

CSEA Chapter 490, (Reference Article 26) TUITION AND BOOK REIMBURSEMENT PROGRAM (TBRP) APPLICATION GUIDELINES

CRITERIA:

1. Must be an employee of the District for at least one year.
2. The requested class must be "job related".
3. Priority will be given to requests that have a positive impact on the employee's current position.
4. Must attain a course grade of C.
5. Courses must be taken for credit/grade (no auditing).
6. Late applications will be considered on a case by case basis and approval is not guaranteed.
7. Courses must be from accredited institutions.

* A minimum of 10 unit members in any one semester may participate, within which a maximum of up to five (5) unit members will be authorized release time in any one (1) semester. Release time is granted for Ohlone courses only.

GUIDELINES:

An employee applying for TBRP, must fill out a Tuition and Book Reimbursement Application form and submit it to his/her supervisor for approval. After Supervisor approval, the employee will submit the application to the CSEA Executive Board for verification of eligibility and record keeping. It is the responsibility of the employee to ensure that the application is forwarded from the CSEA Executive Board on to the Human Resources Office for final approval.

Applications accepted by the Human Resources department no later than 30 days before the start of the term in which the class will be held.

If the Supervisor denies the application, the employee should forward the unapproved request form to the CSEA Executive Board and Human Resources for resolution.

The Human Resources Office will notify employees of the status for their request within five (5) days of receipt.

If the application is denied at the Human Resources level, the employee has one week to appeal. The appeal board will consist jointly of a CSEA Executive Board representative and a Human Resources representative.

REIMBURSEMENT PROCESS:

Upon completion of the course, with proof of a grade of 'C' or better, the employee will complete and submit the "Tuition and Books Reimbursement" form to Human Resources.

OHLONE COLLEGE
TUITION AND BOOK REIMBURSEMENT PROGRAM (TRP) APPLICATION FORM

Employee's Name: _____ Department: _____

Name of Institution you are planning to attend:

Course No./Section/Title: _____

Semester/Duration of Course: _____ Time: _____ Day(s): _____

Total Hours of Course: _____

Course Justification (refer to criteria): (attach additional sheet)

Check all that apply:

In accordance with the agreement between the District and CSEA Chapter 490 (in Article 26), I request:

- ☐ Release time of no more than three (3) hours per week. *Release time will be granted for Ohlone College courses only.*
- ☐ Reimbursement of tuition of any District-approved course up to a maximum of the current California Community College Resident rate per unit up to five (5) units.
- ☐ Reimbursement of approved course book costs up to a maximum of \$300.00 per course, providing submission of proof of course completion and attainment of a grade of "C" or better.
- ☐ I have been an employee of the District for at least one year.

Employee's Signature/Date

Supervisor's Signature/Date

Human Resources Office Signature/Date

Approved

Denied

NOTE: IF REQUEST IS DENIED, AN EXPLANATION MUST BE ATTACHED.

FOR HUMAN RESOURCES OFFICE USE ONLY

Number of Employees Currently Participating: _____ (no more than 10 unit members in any one semester may participate, within which a maximum of up to five (5) unit members will be authorized release time in any one (1) semester.)

Number of Hours of release time of participating employees (not to exceed 600 total) _____

cc: Employee, CSEA President, Supervisor, Human Resources

**TUITION AND BOOKS REIMBURSEMENT FORM
CSEA**

In accordance with Article 26, Professional Growth and Development, of the Agreement between Ohlone Community College District and CSEA Chapter 490, reimbursement for the following is requested:

ENROLLMENT FEE for:

Institution: _____

Course No./Section/Title: _____

Taken: _____ (Semester) 20____

Amount Requested: _____ (Maximum current California Community College
Resident rate per unit for up to five (5) units)

(Attach Proof of Course Completion and Grade)

Approved Course Book(s):

| | |
|--------------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| Total Books: | \$ _____ |

Total Reimbursement (Maximum \$300.00): \$ _____

(Attach Proof of Purchase – itemized sales receipt)

I hereby certify that the above requested reimbursement is an accurate statement of the expenditures incurred.

Employee Signature

Employee Name

Date

Street Address

Employee ID

City, State, Zip Code

I hereby certify that the above individual is eligible for reimbursement pursuant to Article 26 of the agreement between the District and CSEA Chapter 490.

Date

Human Resources Designee

Budget Account Code

Authorized Signature

APPENDIX D

Ohlone and CSEA Side Letter of Agreement Regarding Interpreters February 9, 2017

The parties agree to the following provisions to apply to current Staff Interpreters, and govern the Parties' relationship concerning the Interpreting and Accommodations Department, notwithstanding any language in the collective bargaining agreement between CSEA and Ohlone, because of the unique staffing schedule issues of that Department.

STAFF INTERPRETERS

Maximization

Work schedules for all Staff Interpreters will be maximized to provide student classroom interpreting to at least 80% of the Staff Interpreter's FTE. These required classroom hours will be met by each Staff Interpreter, unless there are not enough classroom interpreting hours required by DHH students to allow the supervisor to schedule this interpreter's minimum number of classroom hours. When this occurs, the Staff Interpreter will meet with the Director of Accommodations to arrange other types of flexible work schedules. Each employee can be assigned other work in the DSPS Department during time the employee is not performing interpreting services. All parts of this paragraph will apply to all semesters including summer school and intersession, if any.

Staff Interpreters will be fully used in classrooms using the most efficient schedule possible and will have scheduling priority over non-classified interpreters, when feasible and appropriate, if classes covered by staff interpreters are cancelled. The schedule will first use the regular staff interpreters to cover classroom interpreting in an efficient manner, unless an interpreter is determined to lack the qualifications needed to provide effective service to the student(s), or other conditions exist.

Flexible Scheduling/Shift

Effective July 1, 2017, Staff Interpreters will be flexibly scheduled each semester based on the needs of the district as follows:

1. Interpreters shall submit a schedule/shift preference form to the Director.
2. Schedules/shifts are created with consideration to student need, skill level, and maximization standards.
3. The Director will assign schedules/shifts to individual Interpreters using the following guidelines in the following order: student need, skill level, and interpreter shift preference.
 - a. If schedules are available that match preferences of more than one Interpreter, when the above guidelines are equal, the most senior interpreter shall receive their first choice of the schedule.
 - b. The initial schedule/shift shall be received seven (7) business days before the start of the semester.
4. The District reserves the right to change work schedules during the semester to match District need. If a schedule/shift would change by more than two (2) hours after the initial schedule is given, the Interpreter will be given seven (7) business days' notice before beginning new schedule/shift. The Interpreter may start the new schedule sooner as available. The Interpreter may request to discuss the impact of the change, if it would create a hardship, with the Director and HR to determine the effective date of the change.

NON-REGULAR, NON-BARGAINING UNIT INTERPRETERS:

The District reserves the right to employ professional experts, substitutes, short-term interpreters, contract, temporary interpreters and/or other persons not hired as regular classified employees under applicable law, including Educ. Code Sec. 88003, and/or 88003.1; et seq. to provide interpreting services based on the needs of the students, class schedules and the District. Short-term employees will serve at the pleasure of the District and will work an average of 19 hours per week (averaged over the semester) during the fiscal year. Short-term employees are not to exceed 195 days in the fiscal year; except that, Short-term employees may exceed the average number of work hours of 19 hours when substituting for regular Staff Interpreters absent from duty for any period of time. It is understood, that due to a variety of factors (skill level, schedule of the absent Staff Interpreter, need to backfill) the actual hours of the absent Staff Interpreter might not be wholly covered by one Short-term employee, but spread amongst both Short-terms and Staff Interpreters as necessary.

By signing below, the parties agree to the terms and conditions of this Side Letter Agreement. This Side Letter Agreement supersedes any and all prior TAs, MOUs, or agreements on interpreters to the extent any prior valid agreement is changed by, or otherwise inconsistent with this document. This Side Letter Agreement will be attached to the CSEA contract. In the event of any inconsistency between this Side Letter and the collective bargaining agreement, the terms of the Side Letter Agreement shall prevail. Topics not specifically addressed in this Side Letter Agreement remain unaffected.

APPENDIX E

BP 7365 Discipline and Dismissals - Classified Employees - Board Policies, Chapter 7 Human Resources

Reference: **Education Code Section 88013, Government Code Section 3300 et seq.**

Board Approved: 11/09/05

Amended: 03/14/12

The President/Superintendent shall enact procedures for the disciplinary proceedings applicable to permanent classified employees of the District. Such procedures shall conform to the requirements of the Education Code.

The Board's determination of the sufficiency of the cause for disciplinary action of a classified employee shall be conclusive.

No disciplinary action shall be taken for any cause that arose prior to the employee becoming permanent, or for any cause that arise more than two years preceding the date of the filing of any charge against the employee, unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

A permanent member of the classified service shall be subject to disciplinary action, including, but not limited to, oral reprimand, written reprimand, reduction in pay, demotion, suspension, or discharge, for any of the following grounds:

- Fraud in securing employment or making a false statement on an application for employment.
- Incompetence, i.e., inability to comply with the minimum standard of an employee's position for a significant period of time.
- Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee in the position.
- Willful disobedience and insubordination, a willful failure to submit to duly appointed and acting supervision, conform to duly established orders or directions of, or insulting or demeaning the authority of a supervisor or manager.
- Dishonesty involving employment.
- Being impaired by or under the influence of alcohol or illegal drugs or narcotics while on duty, which could impact the ability to do the job.
- Excessive absenteeism.
- Unexcused absence without leave.
- Abuse or misuse of sick leave.
- The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere made to charge a felony or

any offense involving moral turpitude, is deemed to be a conviction within the meaning of this Section.

- Discourteous treatment of the public or other employees.
- Improper or unauthorized use of District property.
- Refusal to subscribe to any oath or affirmation which is required by law in connection with District employment.
- Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.
- Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of District property.
- Mental or physical impairment which renders the employee unable to perform the essential functions of the job without reasonable accommodation or without presenting a direct threat to the health and safety of self or others.
- Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
- The refusal of any officer or employee of the District to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause of inquiry in which the District is involved. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such officer or employee.
- Willful violation of policies, procedures and other rules which may be prescribed by the District, college(s) or departments.
- Working overtime without authorization.

See Administrative Procedure #7365.

APPENDIX F

CSEA - OHLONE COMMUNIT COLLEGE DISTRICT

Employee

Name: _____

Area: _____

Date of
alleged
grievance _____

Date of
informal
discussion _____

Immediate
supervisor/
designee _____

Date of oral response: _____ Date of filing this statement: _____

Specific articles and sections alleged to have been violated:

Employees statement of alleged violation and grievance.

What is the factual contention what has occurred.

Provide facts necessary to support your position. (Attach second sheet, if necessary.)

State full relief, remedy, action, you believe is required to resolve this alleged grievance:

Grievant's Signature: _____

I. Supervisor's response to alleged grievance:

Date of receipt:

Date of response:

Grievance resolved:

II. College Superintendent/President/
designee response to alleged grievance:

Date of receipt

Date of response:

Grievance resolved:

Written notice of appeal to a "fact-finding panel" must be furnished within five (5) working days to Superintendent/President.

Date of CSEA Chapter 490 notice:

III. Fact Finding Panel:

Date of hearing:

Date of response: