



AGREEMENT

BETWEEN

PASADENA AREA COMMUNITY COLLEGE DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,

AND PASADENA CHAPTER 777

JULY 1, 2020

through

JUNE 30, 2023

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ARTICLE 1 – AGREEMENT

1.1 Agreement is made and entered into the 1st of July 2020 between the PASADENA AREA COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District") and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its PASADENA CHAPTER 777 (hereinafter referred to as "CSEA").

ARTICLE 2 – RECOGNITION

- 2.1 The District recognizes the CSEA as an exclusive representative for those classified employees of the District in the classifications listed in Appendix "A" hereto.
- 2.2 The appropriate unit placement of any newly created classification which the CSEA claims should be accredited to the unit, or any existing classification or employees which the District claims should be removed from the unit, shall be discussed between the parties hereto, and if no agreement is reached, the dispute may be submitted to PERB proceedings. Any other adjustments to the unit composition may be made upon mutual written agreement, provided that nothing herein shall preclude the complete elimination of jobs or job classifications for lack of work or lack of funds.

ARTICLE 3 – ACCESS

- 3.1 Official nonemployee representatives of CSEA shall have the right of reasonable access to employees in the unit.
- 3.2 Such access shall not be utilized in a manner that will disturb, disrupt or otherwise interfere with the work of any employee of the District or the education of any students in the District.
- 3.3 Any such representative may be required to provide District management with reasonable advance notice of his/her intended presence at a District facility for the purpose of such access, and appropriate identification and credentials may be required in instances when Management at a work site do not know or have reason to know of such representative's identity and affiliation.
- 3.4 Such representatives may utilize District facilities for group meetings with District employees during such employee's nonworking time. Requests to utilize such facilities shall be made upon forms to be prescribed by the District, and shall be subject to reasonable regulations concerning prior use, user fees, and other such matters as set forth in the California Education Code.

ARTICLE 4 - EMPLOYEE AND UNION RIGHTS

4.1 Except as otherwise set forth in the Article, the parties mutually recognize the rights of all employees covered hereby to join and participate in the activities of CSEA, or to have CSEA represent them in their employee relations with the District, or to refuse to join or participate in the activities of CSEA, or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights

4.2 Organizational Security

Every unit member shall be permitted to either join CSEA or refrain from joining CSEA. Upon notification to the employer by the exclusive representative, the amount of the membership dues shall be deducted by the employer from the wages or salary of the employee and paid to the employee organization.

4.3 Payroll Deductions, Remittance to CSEA

4.3.1 CSEA shall have the sole and exclusive right to payroll deduction of regular membership dues at the CSEA established rate.

4.3.2 The District shall put into effect any new or changed payroll deduction for dues no later than the pay period commencing thirty days after such submission.

4.3.3 The District shall put into effect payroll deduction for dues for a new unit member no later than thirty days after the date the District is notified of the unit member's election to join CSEA. There shall be no charge to CSEA for such dues or service fee deductions.

4.3.4 With respect to all sums deducted by the District, for membership dues, the District shall remit such monies to CSEA no later than ten days after the payroll deduction has been made, accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

4.4 During each fiscal year the District shall grant CSEA 40 hours of release time, useable in one (1) hour increments to be designated as "chargeable release time". Use will be noticed to the user's supervisor prior to use on the District approved form bearing the signature of the CSEA President of his designee.

Additionally, the District shall grant CSEA two hours of release time for the CSEA Safety Committee Chair to prepare for the CSEA Safety Committee meetings. Such release time shall be granted only for each meeting actually held. Maximum release time for a fiscal year shall be twenty-four (24) hours.

4.5 CSEA shall have the right to use all District bulletin boards normally used for the posting of notices to employees in the unit. Any such posting shall be on official CSEA letterhead, or otherwise prepared in a manner to indicate that they are authorized and approved by CSEA. CSEA shall have the right to use inter-district mail, employee mailboxes, e-mail, and the incidental or occasional use of Fax machines for the purpose of official communications bearing the CSEA designation. CSEA shall have access to reproduction equipment and/or services subject to CSEA reimbursing the District for any costs incurred.

4.6 The District shall release one employee at no loss of pay for up to five days for the purpose of attending the CSEA annual conference. The District is entitled to ten (10) working days' notice of the CSEA designee.

4.7 The District shall release one designated CSEA officer or steward from duty for the purpose of grievance meetings, disciplinary meetings and evaluation appeal meetings as the employee's representative. All release time use shall be noticed to and coordinated with the Vice President, Facilities and Construction Services or his/her designee prior to use on the District approved form. Meetings will be rescheduled to accommodate District needs.

4.8 All bargaining unit members shall have the right to adjust their lunch period for the purpose of attending the monthly CSEA meeting. All bargaining unit members shall be released from duty up to one hour for the purpose of attending a contract ratification meeting. These release times and hours adjustments shall be granted only if the meeting falls within the employee's working hours

and if the time is consistent with and not conflicting with District needs as determined by scheduling with the Director of Facilities or his designee. All release time in this section shall be accounted for on the District approved form.

4.9 During the term of this Agreement, CSEA will maintain records of the use of chargeable release time under Section 4.4 of this article. The parties will review those records and will review the current amount of CSEA chargeable release time at the end of that year. The District shall be entitled to reimbursement for release time exceeding the limits set forth in Section 4.4.

4.10 As used herein "working day" means days on which the District Administrative Offices are open for business.

4.11 Contracting Out

The District shall not contract out or assign persons who are not bargaining unit employees any work, including overtime work, or any work normally performed by bargaining unit employees except as permitted pursuant to California Education Code 88003 and 88003.1.

4.12 New Employee Orientation

The District shall provide new employee orientation to all new hires, after Board approval. CSEA shall have the right to attend and present during the orientation. The employees shall remain on paid time during CSEA's presentation and shall be required to attend CSEA's section.

CSEA shall be provided with a minimum of 30 minutes during the orientation or at the end of orientation. The District shall provide one (1) hour of paid release time for two CSEA representatives, to be chosen by CSEA president or designee. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation.

The District shall include the CSEA membership application in any employee orientation packet of District materials provided to any newly hired employee in the bargaining unit. CSEA shall provide the copies of the CSEA membership packet to the District for distribution.

4.13 Bargaining Unit Information

The District shall provide the CSEA with contact information for unit members as a list of the following information, with each field in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May as follows:

- a. First Name;
- b. Middle initial;
- c. Last name;
- d. Suffix (e.g., Jr., III);
- e. Preferred name;
- f. Job Title;
- g. Department;
- h. Primary worksite name;
- i. Work telephone number;
- j. Work Extension;
- k. Home Street addresses (incl. apartment #);
- l. Mailing address (if different);
- m. City;
- n. State;
- o. ZIP Code (5 or 9 digits);
- p. Home telephone number (10 digits) (if available);
- q. Personal cellular telephone number (10 digits) (if available);
- r. Personal email address of the employee (if available);
- s. Hire date.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing CSEA access to a secure electronic site within which the above information is available. Names, addresses, and telephone numbers will be provided only in those cases where privacy has not been requested.

The District shall provide a list of the names and information described above for all newly hired employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired.

ARTICLE 5 - DISTRICT RIGHTS

5.1 Except as limited by the terms of this Agreement and by applicable law, it is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the means of providing them; establish educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds and number of personnel required; maintain the efficiency of District operations; determine the curricula; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency; and to hire, classify, assign, evaluate, promote, terminate, and for cause, discipline employees.

ARTICLE 6 - PERSONNEL FILES

6.1 The District will make the personnel file of an employee available to the employee for inspection upon written request, pursuant to the California Labor Code and any other applicable provisions of law.

ARTICLE 7 - PROBATION AND PERFORMANCE EVALUATION

7.1 Probationary Employees

7.1.1 The first six (6) months of employment in any classification will be a probationary period, during which time the employee has an opportunity to demonstrate efficient job performance. During the probationary period, the probationary employee's status is at will. A new probationary employee will be evaluated by the supervisor after the first three (3) months of employment and again during the sixth (6) month of employment before the expiration of the probationary period.

The six-month probationary period may be extended upon the recommendation of the supervisor with the written approval of the Vice President of Facilities and Construction Services and the Vice President of Human Resources. An additional evaluation will be made during the eleventh (11) month for one-year probationary periods. An extension of the probationary period is not grievable. Denial of an extension of the probationary period must be approved no less than five working days prior to the expiration of the initial six-month probation period. The Union will be notified of any extension(s). A probationary employee shall become permanent after the probationary period, which shall not exceed one (1) year.

7.1.2 Temporary employment time shall not be credited toward employee probationary period unless the temporary employment exceeds 75% of a college year and the temporary person is hired without a break in service.

7.1.3 An employee who is serving a new probationary period due to transfer or promotion to another classification is subject to transfer or promotion or demotion during the probationary period at the sole discretion of the District without recourse to the grievance or disciplinary procedures of their Agreement.

7.2 Permanent Employees

Permanent employees will be evaluated by June 30 each year, on a form developed by the D District (Appendix "D" and "D-1"). The results of the evaluation are not subject to the grievance procedure. Non-annual evaluations may occur for permanent employees. Evaluations will be reviewed and discussed with each employee. Employees are encouraged to comment in the space provided, or to attach an addendum. Nothing herein shall be deemed to make the contents of any evaluation subject to the provisions of the Grievance Article of this Agreement. Information contained in the employee's formal evaluation instrument shall not be the sole source of negative information used to discipline unit members.

The original evaluation is forwarded to Human Resources to be maintained in the employee's personnel file and a copy shall be provided to the employee. The employee shall have the right to review and respond to any negative evaluation. The employee shall have ten (10) working days to submit a written response to the evaluation, to his/her immediate Supervisor or Human Resources. No additional comments may be added to the evaluation after the 10th work day.

ARTICLE 8 - SALARY, CAREER ADVANCEMENT, AND CLASSIFICATION

8.1 Promotion-Career Advancement

8.1.1 All job opportunities are posted on the District's Human Resources webpage. Any employee has the opportunity to compete for higher-level positions if the minimum qualifications of education and experience are possessed. Employees interested in such advancements should arrange to complete the minimum requirements so that they will be prepared for future examinations. When making final appointment decisions, skill and ability being equal, a current permanent employee will be given preference over external applicants. Ties between current employees will be determined by seniority.

8.2 Acting Appointments

8.2.1 Appointments on an "acting" basis may be made in certain emergency situations such as:

8.2.1.1 If an employee is on sick leave for more than five working days or has been granted an unpaid leave of absence, a District employee familiar with the duties of the position may be appointed on an "acting" basis to perform the duties.

8.2.1.2 If an employee is granted an extended leave because of illness or for personal reasons and it is not in the best interest of the department to reassign another employee on an "acting" basis, a qualified applicant may be appointed on an "acting" basis to serve until the employee returns from the leave of absence.

8.2.1.3 If a position becomes vacant and the distinct nature of the position requires that there should be no interruption in the performance of duties, a qualified applicant may be appointed to that position on an "acting" basis pending the completion of the examination process.

8.3 Transfer

Employees under certain conditions may transfer to a position with the same classification in another department. If an employee wishes to transfer, the matter should be discussed with the Vice President of Human Resources. Supervisors frequently transfer employees to the other comparable work assignments within the department to broaden the employee's knowledge and skills and increase flexibility of staff.

8.4 Pay Days

Pay days are on the 10th and the 25th of each month. The check issued on the 25th is considered an earned salary advance (ESA) toward that month's net earnings. The check issued on the 10th represents the net balance due for the preceding month accompanied by a statement listing voluntary and involuntary deductions. If the 10th or the 25th falls on a Saturday, Sunday, or a holiday, employees are paid on the preceding work day. (Voluntary deductions are not made for the months of July and August.)

8.5 Entering Salaries

Entering salaries depend upon the experience level of the persons being hired, based on the following table:

Less than three years applicable experience	Step A
Three to five years applicable experience	Step B
More than five years applicable experience	Step C

8.6 Anniversary Date: Step Adjustment

On the first of the month following the initial six months of employment, subject to satisfactory performance evaluation, the employee will receive a salary adjustment of one step above the hiring rate. The first month of employment will be included in the probationary period if the employee was in paid status at least 15 working days. The date of this adjustment is known as the "anniversary date." Step increases occur on this same date each year, subject to favorable

performance evaluation, until the employee reaches the maximum step in the salary range.

Ordinarily, an employee advances from the first to the sixth step in 4 ½ years. If an employee advances to a higher position in a higher classification, the salary will be adjusted to the first step in that range or to a salary in the new range which is at least one step above the present salary, whichever is more. If an employee is promoted before reaching the fifth step of the current range, the anniversary date remains unchanged. If an employee has reached the sixth step of the assigned range, a new anniversary date is established which would be twelve (12) months from the date of the promotion.

8.7 Personal/Professional Growth Benefit

Bargaining unit members will be eligible for a Personal/Professional Growth Benefit when three (3) or more semester units are completed at a school accredited by a regional accrediting association. The benefit will consist of \$175.00 for completing three (3) or more semester units of lower-division credit or \$425.00 for completing three (3) or more semester units of upper-division or graduate credit with a grade of "C" or better.

Only one of the above benefits may be earned each year. Application for the Personal/Professional Growth Benefit must be submitted within one (1) semester following the same year that course work is completed. Transcript must accompany application. The form for claiming this benefit is attached as Appendix "B".

ARTICLE 9 - ATTENDANCE ACCOUNTING PROCEDURE

- 9.1 This article will be effective after ratification and board approval of this agreement or by April 1, 2022, whichever is later.
- 9.2 All regular employees who work full-time are credited at the rate of one (1) day (eight hours) per calendar month which are added to the number of full-pay sick leave days, they may have accumulated from previous years and may be used for absence, illness, or injury.
- 9.3 An employee, with less than 120 hours of accrued sick leave, who exceeds a combined use of ninety-six (96) hours of absences and/or tardiness per twelve-month period shall be subject to the attendance procedure outlined in the following table. Use of sick time while on a protected leave of absence (FMLA/CFRA) is not considered when counting the number of hours.

Absences/Tardies Exceeding:	Action:
96	Informal counseling
120	Formal counseling
144	Suspension (minor – up to five (5) days)
168	Suspension (major – six (6) up to ten (10) days)
192	Recommendation for termination

Informal counseling: An employee who uses in excess of 96 hours of absences and/or tardiness in a twelve-month period shall receive an informal counseling. The counseling shall include:

1. An explanation that the counseling is not disciplinary at this time and that the purpose of the counseling is to bring a problem to the attention of the employee with the goal to improve attendance;
2. An explanation of how the absences have negatively impacted the work product of the unit and department;
3. An opportunity for the employee to respond to, explain or, elaborate on the absences and provide a course of action to address the problem; and
4. An avenue to clarify any extenuating circumstances.

Formal counseling: An employee who uses in excess of 120 hours of absences and/or tardiness in a twelve-month period shall receive formal counseling. The counseling shall include:

1. The date of the informal counseling session;
2. A warning letter will be issued in an effort to improve attendance or be subject to possible disciplinary action;
3. A notice that any further absences will require a physician's verification of illness or injury for each instance of sick leave use.

Suspension (minor-up to five (5) days): An employee who uses in excess of 144 hours of absences and/or tardiness in a twelve-month period shall receive a suspension.

Suspension (major-six (6) days up to ten (10) days): An employee who uses in excess of 168 hours of absences and/or tardiness in a twelve-month period shall receive a suspension.

Recommendation for termination: An employee who uses in excess of 192 hours of absences and/or tardiness in a twelve-month period shall be recommended for termination.

ARTICLE 10 - WORKING HOURS

10.1 Working Hours

The usual workweek is forty hours, composed of five, eight-hour days. There are also part-time assignments with variable working hours.

The District retains the right to schedule and establish fixed starting and ending times of bargaining unit employees. An employee shall be notified in writing of any change to an existing work week or shift at least twenty (20) days in advance, except for in the case of an emergency. An emergency as used herein is defined, by the District, as an occurrence of a serious nature that is sudden, unexpected and requiring immediate action. In the event of an emergency, an employee's schedule may be changed in accordance with the following procedure: (1) Volunteers will be solicited; (2) In the event no one volunteers, the employee with the least seniority in the job classification in the affected bargaining unit will be assigned.

Such adjustment shall not result in a reduction in assigned time. Upon timely request of CSEA, the parties shall meet and discuss proposed changes to shift hours for standard work schedule. Upon agreement, and unless otherwise agreed to, management shall provide to the affected employees and CSEA twenty (20) days' notice.

Whenever the District changes from daylight savings time to standard time and back to daylight savings time, affected employees working those shifts will change accordingly.

10.2 Alternate Workweek

The District may establish an eighty-(80) hour, nine-(9) day workweek or a four-(4) day workweek in accordance with Educational Code Sections 88031 and 88039. The District and unit member must each agree to the alternative work schedule. The District or employee may terminate participation in the alternative workweek with the provision of a thirty-(30) day notice.

10.3 Time-Clock Procedures

Employees are expected to be dressed and ready to begin work at the start of their shift. As part

of this Agreement, the District and CSEA agree to the terms set forth in the Memorandum of Understanding executed by the parties on August 30, 2012 attached as Appendix G.

10.4 Lunch Period

Each employee in the unit who works a shift of more than six (6) hours shall receive a thirty-minute, duty-free meal period. Such meal period to be scheduled by the employee's supervisor as close as practicable to the middle of the scheduled shift, unless otherwise agreed to by the supervisor and the employee. If an emergency requires that an employee work through his/her work day without a lunch period, the employee shall be compensated for the missed meal period at the applicable rate.

10.5 Rest Period

Each employee in the unit who is scheduled to work four (4) or more consecutive hours shall receive a paid rest break of twenty (20) minutes. Each employee in the unit who is scheduled to work seven (7) or more consecutive hours shall receive a second paid rest period of twenty (20) minutes. Rest periods may not be combined, and shall be scheduled by the supervisor to occur approximately midway during each such four-hour period. However, if a unit member may elect to combine one rest period with the lunch, with the approval of the employee's supervisor.

10.6 Clean Up Period

Each employee shall receive a reasonable period of time, not to exceed five (5) minutes, for wash-up prior to the meal period and end of shift.

ARTICLE 11 - CLASSIFICATION

11.1 Classification

All positions are classified on the basis of the actual duties performed rather than the person performing the duties. This process of job analysis results in a written "class description" for each position which lists typical duties and the minimum qualifications. The class description provides an objective means of assignment of title and range and furnishes a tangible basis for comparison with similar positions found in other organizations.

11.2 Classification Review

11.2.1 If there are permanent significant changes in the assigned duties and/or responsibilities within the prior calendar year, the employee may request a review in order to determine whether the position should be reclassified. To do this, a "duties statement" must be completed. This form should be obtained by the supervisor from the Human Resources Office. The employee may be visited at the work site, and the total assignment will be reviewed by the Reclassification Committee, including a meeting with the employee and the supervisor.

11.2.2 The Reclassification Committee shall be chaired by the Vice President of Human Resources, who shall be a non-voting member, and shall consist of two (2) appointees from Human Resources and two (2) appointees from CSEA.

11.2.3 Reclassification procedures commence in February of each year and approved changes are effective July 1, for the succeeding fiscal year. Reclassification will be reviewed by the administration in consultation with the employee (and CSEA). The decisions of the Executive Committee are final. The employee may request a written rationale for denials.

11.3 Class Descriptions

Class descriptions shall be provided to employees upon hire and upon request. Class descriptions shall be dated whenever revised and no revision shall occur without the concurrence

of CSEA except as determined by the College Executive Committee in the case of a reclassification. Following reclassification, updated class descriptions reflecting permanent changes will be made available to the member and District.

ARTICLE 12 - SAFETY

12.1 It is the District's responsibility to provide the employees in the unit with a safe work environment, and it is the responsibility of each employee in the unit to observe all applicable safety rules and regulations.

12.2 Facilities Services Safety Committee

12.2.1 The Committee shall be composed of an equal number of employees (not to exceed four), selected by CSEA, and supervisors or managers (not to exceed four) selected by the District. In addition, the Director, Business Services; Supervisor, Office Services; and a Business Representative appointed by CSEA may act as ex-officio members of the Committee. A CSEA member shall serve as Chairperson.

The Safety Committee normally shall meet once each six-(6) weeks or at the call of its chairperson, but in no event on less than five-(5) days' notice unless such meeting is required to deal with a safety emergency. The Committee's function shall be to investigate complaints of unsafe working conditions for members of the unit and to advise the District's Safety Committee and/or the affected employees regarding such conditions and any proposed corrective actions.

12.3 The District shall continue its provision of such safety equipment as was provided prior to the execution of this Agreement.

12.4 Industrial Accident

An employee injured on the job must report the injury to his/her supervisor immediately, even though it may not be considered serious. If the injury requires medical attention, the injured employee must fill out an Industrial Accident Report, which may be obtained from the Risk Management Office.

12.4.1 The cost of necessary medical care and hospitalization may be covered by the District Workers' Compensation Insurance, should the need arise. The employer has the right to specify the doctor or hospital for treatment, unless the employee designated his/her own doctor in advance by submitting the appropriate form to the Office of Risk Management.

12.4.2 Regular employees eligible for workers' compensation who are absent from duty because of illness or injury directly resulting from an industrial accident/illness may be granted a paid industrial accident/illness leave from the fourth day up to and including the last day of such absence, not to exceed sixty (60) working days for the same accident. If an employee is unable to return to work after using all paid industrial accident/illness leave, the employee's absence will be charged against his/her accumulated sick leave.

12.4.3 Payments for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.

12.4.4 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

ARTICLE 13 - DISCIPLINARY PROCEDURE

13.1 The disciplinary procedure set forth below shall apply to major disciplinary action, including but not limited to, discharge, suspension, demotion or termination taken against permanent, non-probationary employees.

13.2 Informal Hearing Prior to Disciplinary Action

13.2.1 Notice

Prior to imposing major disciplinary action, the District will provide the employee with a written notice of the proposed action, the specific charges or materials on which the action is based, and the reasons for the proposed action. The written notice will also advise the employee of the right to request a hearing on the proposed action (“Skelly hearing”) and will include a Request for Hearing form, which is to be returned by a specified date which shall be no less than five (5) working days after service of the written notice. An employee's failure to return the request for hearing form within the time specified shall constitute a waiver of the right to a hearing before the initial imposition of disciplinary action.

13.2.2 Hearing

At the hearing, the employee shall be given the right to respond verbally or in writing to a person with authority (Hearing Officer) to make the final decision regarding the proposed disciplinary action or to recommend what final decision should be made. If the employee's response is heard by a person with authority to recommend, the employee's response shall be fully and fairly communicated to the Superintendent-President who makes the decision regarding the proposed action.

13.2.3 Association Representative

Upon the employee's request, the employee shall have the right to have a CSEA representative present at the hearing. Within ten (10) working days after the employee's response is heard, the employee shall be advised in writing of the hearing officer's decision.

13.2.4 Exception

The only exceptions to this procedure is when the District believes that the employee's conduct creates a danger to the public, students, other employees, or the District, or when the employee may be suspended for the (10) days or less. In these cases, a disciplinary suspension may begin before the employee receives a notice of intent and informal hearing.

13.2.5 Decision

The hearing officer's decision shall be presented to the Superintendent/President who shall present the recommendation to the Board of Trustees with any other pertinent information at its next regular business meeting, subject to the notice requirements of the Brown Act. The employee shall be advised in writing of the District's decision and the effective date.

13.2.6 Right to Formal Hearing

When the employee is advised of the District's decision and its effective date, the employee shall also be advised of his/her right to obtain a formal hearing. If the employee desires such a hearing, the employee must submit a written request within five (5) working days after receiving notification of the District's decision. The employee's request shall be submitted on a form provided by the District to the Office of Human Resources. The formal hearing may, but need not, occur prior to initial imposition of discipline.

13.3 Formal Hearing

13.3.1 Selection of Hearing Officer

The review panel shall be conducted by a single hearing officer. The State Mediation and Conciliation Service will be asked to appoint the hearing officer. The hearing officer shall set the time for the hearing on the matter and shall give the employee at least five (5) working days' notice in writing of the date and place of the hearing.

13.3.2 Rights of Parties Before Hearing Officer

The employee shall attend any hearing unless excused by the hearing officer. The employee and the District shall be entitled to the following rights at the hearing:

- (1) To be represented by counsel or any other person at the hearing. The name of the

employee's representative shall be given in writing to the Office of Human Resources at least three (3) working days in advance of the scheduled hearing so that a folder of the formal exhibits can be prepared for the representative. The formal exhibits shall consist of notice of proposed action; the employee's initial request for a hearing (if any); the District's written decision; and the employee's request. The folder of formal exhibits shall be given to the employee's representative at least two (2) days before the scheduled hearing.

- (2) To testify under oath.
- (3) To compel the attendance of other employees of the District to testify. To arrange for attendance during working hours, the names of such employees must be provided to the Office of Human Resources no later than three (3) working days before the scheduled hearing.
- (4) To cross-examine all witnesses and all employees of the District whose reports are offered in evidence before the hearing officer.
- (5) To impeach any witness.
- (6) To present such affidavits, exhibits, and other evidence as the hearing officer deems pertinent to the inquiry.
- (7) To argue the case.

13.4 Procedure for Hearing Before Hearing Officer

The hearing shall be conducted in the manner most conducive to determination of the truth, and neither the District nor the hearing officer shall be bound by technical rules of evidence. The hearing officer shall determine the relevancy, weight, and credibility of the testimony and evidence. At the hearing officer review panel's discretion, irrelevant and repetitious evidence may be excluded. The burden of proof shall be on the District.

Each party will be permitted an opening statement, with the District or its designated representative opening first. The District and its designated representative shall present its witnesses and evidence to sustain its charges, and the employee will then present witnesses and evidence in defense. Each party will be allowed to cross-examine witnesses.

The hearing officer may exclude witnesses not under examination except the employee and the party attempting to substantiate the charges against the employee and their respective counsel or

representative.

13.5 Findings and Recommendations of Hearing Officer

The hearing officer shall issue his or her findings and recommendations within thirty (30) calendar days after the conclusion of the hearing. The hearing officer may sustain or reject any or all of the changes filed against the employee and may recommend modifications of the disciplinary action proposed by the District. The findings and recommendations of the hearing officer shall be served on all parties and their designated representatives.

13.6 Post-Hearing Procedure

The Superintendent-President shall review the findings and recommendations submitted by the hearing officer and make a final recommendation to the Board of Trustees. The Superintendent-President's recommendation may not contain a penalty greater than that proffered in the original charges. The Superintendent-President shall notify the affected employee and his/her designated representative of the Superintendent-President's recommendation no later than five (5) working days prior to the meeting of the Board of Trustees at which the matter will be considered.

An employee wishing to present oral argument to the Board of Trustees concerning the Superintendent-President's recommendation must notify the Superintendent-President at least twenty-four (24) hours prior to the meeting at which the Board of Trustees is scheduled to review the findings and recommendations and render a decision. The Board of Trustees shall make a final decision within thirty (30) calendar days after said meeting. The Board of Trustees shall not impose a penalty greater than that proffered in the original charges. In the event the Board of Trustees makes a final decision to modify or reverse the initial action taken by the District and the discipline has already been imposed, the employee shall be entitled to such make-whole relief as the Board of Trustees deems appropriate. Notice of the Board's decision shall be mailed to the employee and his/her counsel or other representative.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 Complaints

A complaint is any misunderstanding or dispute as to the interpretation or application of District policies, rules, and regulations and shall be processed in the same manner as a grievance but without a specific grievance form (Appendix "C") and without the option of advisory arbitration.

14.2 Grievance

A grievance is an allegation that a specific Article of this Agreement has been violated by the District. Grievances shall be processed in accordance with the procedure set forth below.

14.2.1 Informal

It is understood and agreed that most problems that might otherwise give rise to grievances can be resolved by an informal, one-on-one discussion between the affected employee and that employee's immediate supervisor, and it is the intent of the parties that the grievance procedure set forth below not be utilized until reasonable attempts have been made, in all appropriate cases, to resolve problems by such informal discussion.

14.2.2 Formal

If informal discussion as set forth above is not successful in resolving any complaint, misunderstanding, or dispute as to the interpretation or application of this Agreement, a formal written grievance may be processed in the following manner:

Step 1 The aggrieved employee may utilize the District's written grievance form to present his/her grievance to his/her immediate supervisor within the (10) working days after he/she first knew or by reasonable diligence should have known of the occurrence giving rise to the grievance. The immediate supervisor shall respond in writing to the written grievance within ten (10) working days after it has been submitted to such supervisor.

Step 2 If the grievant is not satisfied with in the reply in Step 1, within the (10) working days after such reply, the grievance may be presented in writing to the Director of Facilities Services. The Director of Facilities Services shall reply in writing ten (10) working days thereafter.

Step 3 If the grievant is not satisfied with the reply in Step 2, the grievant may, within ten (10) working days after the receipt of the written reply, present the written grievance to the Vice

President of Human Resources or designee who shall issue his/her written determination within the (10) working days thereafter.

Step 4 If the grievant is not satisfied with the reply in Step 3, the grievant may, within the (10) working days after the receipt of the written reply, present the written grievance to the Superintendent-President of the College. The Superintendent-President shall issue his/her final written determination within the (10) working days thereafter.

Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to provided, however, that any such limits may be extended by the express written agreement of the parties. If the District's authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance immediately to the next step of the grievance procedure. If the grievant fails to appeal the grievance to the next step of the grievance procedure within the time limit specified in any step of the grievance procedure, the grievance shall be deemed waived and terminated.

During any meeting with management for the processing of a grievance and during any hearing on such grievance, an individual grievant may attend without loss of normal compensation or benefits.

14.6 Advisory Arbitration

If the grievant is not satisfied with the Superintendent-President's decision at Level 4, the employee may request CSEA to submit the grievance to advisory arbitration. The parties will split the fees and expenses of the arbitrator. However, in the event that the District overturns an advisory arbitration award made in favor of the employee, the District will pay the entire fees and expenses of the arbitrator.

14.6.1 Selection of Arbitrator

As soon as possible, the parties shall attempt to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, a request for a list of arbitrators may be submitted to the California State Conciliation Service. The conduct of the arbitration hearing shall be governed by the voluntary labor arbitration rules of the American Arbitration Association.

14.6.2 Motions to Dismiss

If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, or that a party has breached the confidentiality provisions, such a claim shall, at the option of the District, after the Level 4 decision, and without prejudice, be heard and ruled upon: (a) along with the merits of the case by the same arbitrator; or (b) have the claim first

submitted to a separate arbitrator to determine whether or not the issue is arbitral; and if so, the grievance shall be returned to Level I of this procedure for further processing. In such instances a suitable stay/continuance between such a ruling and any further proceedings shall be granted as may be reasonably necessary.

14.6.3 Limitation Upon Arbitrator

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 has been a violation of this Agreement alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other and upon arguments presented in written briefs.

The arbitrator shall not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

The arbitrator shall not render any decision or award merely because in his/her opinion such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement. The arbitrator may hear and determine only one (1) grievance at a time unless the District expressly agrees otherwise.

14.6.4 Board Review of Arbitrator's Decision

If the advisory decision of the arbitrator is acceptable to the District, the Superintendent-President shall take any necessary action to implement the decision. If the Superintendent-President fails to implement an advisory award made in favor of the employee, the grievant may appeal, in writing, to the Board of Trustees within ten (10) days of receipt of the advisory award, or within then (10) days of the Superintendent-President's written notification to the parties of his/her action to set aside the advisory decision.

If upon review of the written record the Board of Trustees determines that it is unable to render a decision on appeals made, it may reopen the record in Executive Session to the parties of interest for the purpose of taking testimony.

The Board shall, in instances of appeals filed pursuant to section 14.6 above, communicate a decision within thirty (30) days after receiving said appeal. The decision of the Board shall be final and binding on the parties.

14.6.5 Failure to Meet Time Limits

If the grievant and Union agree to the District's remedy in accordance with the time limits set forth in this Article, it shall not be subject to Level III review and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step. Time limits hereunder may be lengthened or shortened in any particular case only by mutual, written agreement. The parties will attempt in good faith to adjust time-limit problems which occur above level I as a result of the summer recess.

14.6.6 Union Representation

The grievant shall be entitled upon request to representation by CSEA at all grievance meetings as provided for in this Article. In situations where CSEA has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution has been given the opportunity to state its views on the matter.

14.6.7 Reasonable Released Time

Grievance meetings normally will be scheduled by the District so as not to conflict with student services. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's central office, the District shall provide released time with no loss of pay to one authorized employee representative of CSEA so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of released time" within the meaning of the applicable provisions of the California Government Code.

14.6.8 Confidentiality

In order to encourage a professional and harmonious disposition of unit member's complaints, it is agreed that from the time a grievance is filed until it is processed through arbitration, neither the grievant, nor CSEA, nor the District shall make public either the grievance or evidence regarding the grievance.

14.6.9 Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedures.

14.6.10 Grievance Files

The District's records developed for the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

14.6.11 Notification of Witnesses

The grievant, or CSEA on his/her behalf, shall give the District forty-eight (48) hours' advance written notice of any witnesses that will be reasonably necessary to present testimony on behalf of the grievant at any formal level of this procedure.

ARTICLE 15 - SEPARATION OF EMPLOYMENT

15.1 Resignation

If an employee wishes to resign, a letter of resignation should be sent to Human Resources with a copy to the supervisor at least two weeks before the last day of employment. The letter of resignation should include the following:

- (1) The reason
- (2) The last day of work

15.2 Exit Interview

Employees resigning from the District for any reason should contact the Human Resources Office no later than two weeks before separation from employment.

ARTICLE 16 - HOLIDAYS

16.1 Holidays for which employees covered by this Agreement may be eligible are:

New Year's Eve

New Year's Day

Martin Luther King, Jr. Day

Lincoln Day

Washington Day

Cesar Chavez Day

Friday of Spring Vacation Week

Memorial Day

Independence Day

Labor Day

*California Admission Day (Floating Holiday)

Veterans' Day

Thanksgiving Day

The day after Thanksgiving

Christmas Eve Day

Christmas Day

*Winter Break Day Floating Holiday #1

*Winter Break Day Floating Holiday #2

*Winter Break Day Floating Holiday #3

* Alternative days may be observed for members required to work during this time. In addition, any days designated by the Board of Trustees as holidays in response to either state or nationally declared proclamation will be observed on a one-time basis only.

16.2 When any holiday or alternative observance day falls on a scheduled work day, a regular full-time employee covered by this Agreement shall receive such holiday at his/her full regular rate of pay. Any part-time employee covered by this Agreement may receive prorate holiday pay if such holiday falls on the day of his/her regular work assignment.

16.3 To be eligible for holiday pay, an employee must be in paid status on the last working day before the holiday and the first working day following the holiday.

16.4 If an employee is required to work on a holiday, he/she shall receive his/her regular rate of pay, plus additional compensation at the rate of one and one-half times his/her regular rate of pay for each hour worked on such holiday.

16.5 If, for any academic year during the term of this Agreement, the governing board of the District determines that California Admission Day is to become a scheduled day of instruction on the District's academic calendar, such holiday shall be converted to a floating holiday for employees in the unit. An employee's utilization of such holiday must create at least a three-day weekend within the academic year in which the holiday accrues; is subject to the employee providing his/her supervisor with not less than fourteen (14) days' notice of the anticipated date of such holiday; and is subject to the scheduling needs of the District.

16.6 Substitute Holiday

If an employee works a workweek other than Monday through Friday and as a result loses a holiday to which he/she would otherwise be entitled, the District will provide a substitute holiday of the number of hours to which the employee would have been entitled had the holiday fallen within the employee's normal work schedule. In advance of a scheduled holiday, the supervisor and the employee will determine substitute holiday arrangements for each employee who is eligible for a substitute holiday.

In the case of a holiday that occurs adjacent to a weekend (Saturday or Sunday), the employee shall have the opportunity for an equivalent length holiday weekend as Monday-Friday employees receive, within twelve (12) full months following the earning of the time, and is subject to the operational needs of the District.

16.7 Floating holidays

The three (3) Winter Break Day Floating Holidays shall be used prior to the end of the fiscal year. California Admission day floating holiday must be linked to a weekend.

ARTICLE 17 – LEAVES

17.1 Sick Leave

Employees covered by this Agreement shall accrue paid sick leave at the rate of one (1) day (eight hours) per calendar month, not to exceed the total number of months of the employee's assignment. Employees who work less than a full fiscal year shall earn sick leave on a pro-rated basis. A new employee may be advanced a maximum of six (6) days, or proportionate amount to which he/she is entitled, for use prior to the completion of six (6) months of active service at the discretion of the Vice President of Human Resources.

Unused sick leave shall accrue from year to year. Employees, who previously worked for another community college district or county school, shall be entitled to transfer accrued leave from that district.

An employee utilizing paid sick leave may be required to provide such medical proof as management may require to justify the use of such leave.

17.2 Additional (Extended) Leave

Classified employees are entitled to additional paid leave for a period of up to 100 days (less the employee's annual sick leave allotment) at a rate of fifty percent (50%) of their regular salary. The employee must exhaust all paid sick leave and provide a medical certification of the need for extended sick leave from his/her medical provider before he/she will be paid under this provision (Ed Code 88196).

When an employee has used all accrued full-pay sick leave, he/she may be eligible for extended sick leave paid at fifty (50) percent of the employee's regular rate of pay. During the fiscal year, extended sick leave is provided up to a maximum of one hundred (100) working days of paid leave, including full-pay sick days. Part-time employees will be afforded these same rights on a pro rata basis for one hundred (100) days. When an employee has used all accrued full-pay sick leave and becomes eligible for extended sick leave, he/she may use accrued vacation or comp time in lieu of the extended sick leave pay in order to achieve fully paid days. Each day of redeemed sick leave shall account for 100% of an employee's scheduled hours, compensated at 50% of the employee's regular rate of pay.

An employee, who wishes to use the extended sick leave benefit, shall provide to the Office of Human Resources, verifiable medical documentation directly related to the illness or injury which required absence from duty during the period of extended sick leave. Failure to submit medical documentation will subject the employee to discipline for unsatisfactory attendance as determined

by the attendance accounting procedures described in Article 9.1. The District reserves the right to require proof of illness and may refer any claims for extended sick leave benefits to the District physician whose decision as to the employee's eligibility shall be final.

If a verifiable sick leave absence occurs on the working day immediately before and/or after a legal holiday, the legal holiday will not be charged against the sick leave or extended leave.

17.3 Responsibility to Report Absences

If an employee is unable to report to work for any scheduled shift, it is the employee's responsibility to call the facility department sick-line prior to the start of the shift, no less than 30 minutes before the start of his/her shift to report the absence. If the absence occurs on the work day immediately before and/or after a legal holiday, the legal holiday is not charged against the employee's sick leave accrual.

Employees who are absent at least five (5) consecutive workdays must provide to the Office of Human Resources a written documentation of illness from the employee's medical provider, which confirms the time off and the employee's ability to resume his/her regular duties as of a specified date. The supervisor may not permit the employee to return to work without the clearance from the Office of Human Resources. Failure to comply with this Article may result in unpaid leave until such clearance is obtained. If an employee exhibits a pattern of excessive absenteeism, the supervisor may require such clearance for shorter periods of time.

Absence required because of the employee's dental or medical appointments may be charged against sick leave.

If the employee has a physician's written statement which defines the period of illness, the employee is relieved of reporting in ill each day, providing that the physician's statement has been received in the Human Resources Office.

17.4 Personal Necessity Leave

17.4.1 The District shall provide seven (7) days of paid Personal Necessity Leave to be charged against unused, accrued full-pay sick leave each fiscal year for any of the following reasons:

Advance permission shall not be required for any of the following purposes:

- (1) Death or serious illness of a member of his or her immediate family.
- (2) Accident, involving his or her person or property, or the person or property of a member of his

or her immediate family.

- (3) Accident involving relatives other than members of the immediate family.
- (4) Illness involving relatives other than members of the immediate family.
- (5) Unexpected personal or family situation which requires immediate attention.

Advance permission would be required for the following purposes:

- (6) Attending to legal or business matters of a compelling personal importance which cannot be attended outside of the workday.
- (7) Appearance in court as a litigant.
- (8) The birth or adoption of his/her child.

These days may not be taken for vacation, to extend holidays, nor to engage in concerted activities.

17.4.2 Utilization

Use of sick leave for personal necessity shall be subject to the following limitations and conditions:

- (1) The total number of days allowed in a fiscal year for such leaves shall not exceed seven (7) days.
- (2) The days used will be deducted from, and may not exceed, the number of full days of accrued sick leave to which the employee is entitled.
- (3) Personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

Allocation of sick leave shall be made only upon certification that the absence was due to a situation designated as a personal necessity within the meaning of this section.

17.5 Jury Duty or Subpoena Leave

The District shall provide paid time off for jury duty or subpoena leave for an unlimited number of days in accordance with Education Code 87035 and 87036. The District may grant a leave of absence to a classified employee to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

The classified employee granted jury duty or subpoena leave, shall be paid up to the amount of the difference between the employee's regular salary earnings and any amount he or she receives for jury or witness fees.

17.6 Military Leave

Military leave shall be granted to employees who volunteer or are enlisted for duty with the armed forces of the United States. Such leave shall be granted in accordance with provision of the law. Compensation shall be in accordance with the California Military and Veterans Code.

A copy of the employee's military orders must be presented to the Office of Human Resources when requesting leave.

Classified employees who have been employed with the District for at least one (1) year immediately prior to the date on which the military leave of absence begins will receive regular compensation the first thirty (30) calendar days of said leave if this time falls within the employee's usual work period. This includes orders to report for military or veteran's physical examinations and service in the Reserve Corps.

17.7 Bereavement Leave

Any employee is allowed a leave of absence for bereavement leave, not to exceed *three (3) consecutive working days*, or *five (5) consecutive working days if the employee attends a funeral more than 250 miles from the College*, on full pay when such absence is occasioned by reason of death in the immediate family (employee's spouse, child, stepchild, parent, sibling, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law or any relative living in the immediate household of the employee). The District may require the employee to provide proof of eligibility for bereavement leave. Bereavement leave is not applicable when an employee is on unpaid leave of absence or during unscheduled work days for employees on less than twelve-(12) month assignments. Bereavement leave is allowable if bereavement immediately precedes or immediately follows such absence.

Up to one day's time off with pay will be granted for bereavement leave for the death of relatives not listed above or living in the immediate household. Up to one-half day with pay will be granted for bereavement leave for the death of a friend. *This leave shall be limited to one time per fiscal year.* Additional leave may be granted as outlined under "Personal Necessity Charged Against Sick Leave."

17.8 Unpaid Leave of Absence

The District may grant classified employees an unpaid leave of absence, not to exceed six (6) months for the following reasons:

- (1) to recuperate from illness or injury (after exhaustion of sick leave),
- (2) for personal not-for-profit business,
- (3) for extended travel, and
- (4) in accordance with the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

17.9 Personal Absence

If an employee is unable to report for duty on any scheduled work day, it is the employee's obligation to inform the employee's supervisor of such absence within 30 minutes prior to the beginning of his/her scheduled shift via the facility department sick-line. Failure to appear for duty without notifying the supervisor in such time shall be considered an unpaid absence for the time not at work and subject to occurrence points under the attendance accounting procedure. If employee fails to contact his/her supervisor or the Office of Human Resources within three (3) work days, the absence may be considered "job abandonment" and may result in termination of employment.

17.10 Absences for Religious Holidays

The District shall grant leave of absence for religious holidays in accordance with the California Fair Employment and Housing Act.

17.11 Unpaid Pregnancy Disability Leave (PDL)

The District shall provide unpaid Pregnancy Disability Leave in accordance with applicable state (California Family Rights Act –CFRA) and federal (Family and Medical Leave Act – FMLA) laws. The employee may use any accrued and available paid sick leave to supplement the unpaid pregnancy disability leave.

An employee who is disabled and physically unable to work because of pregnancy, childbirth, or a pregnancy-related medical condition shall be entitled to up to four (4) months unpaid Pregnancy Disability Leave. The leave can be taken before or after the birth, during any period the employee's medical provider designates as time off needed due to a pregnancy-related disability.

All leave taken in connection with a specific pregnancy counts toward computation of the four-month period.

The employee may be granted Pregnancy Disability Leave in addition to any leave she may be entitled under FMLA and CFRA. Pregnancy Disability Leave shall run concurrently with any leave the employee may be entitled to under FMLA. The employee may apply for Pregnancy Disability Leave by contacting the Office of Human Resources.

17.12 Parental/Child Rearing Leave

17.12.1 Definition of Parental Leave: For the purposes of this Article, "parental leave" is defined as leave for reason of the birth of a child of the employee in connection with the adoption or foster care of the child by the employee.

Eligibility for Parental Leave

17.12.2 All full-time and part-time employees who have been employed for 12 months with the Employer are entitled to utilize parental leave.

17.12.3 Unit members shall be entitled to twelve (12) workweeks of parental leave in any twelve (12) month period.

17.12.4 The unit member 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.

17.12.5 The unit member is entitled to use his or her regular accrued paid sick leave in taking parental leave, if the employee chooses to do so.

17.12.6 The unit member 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 parental leave, for a total of 12 workweek in any 12-month period. The unit member shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave.

17.12.7 The unit member is also entitled to use his or her accrued vacation or comp time in lieu of the supplemental parental sick leave pay in order to achieve fully paid days after sick leave is exhausted, if the employee chooses to do so.

17.12.8 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.

17.12.9 Paid parental leave under this section is in addition to leave taken for disability due to pregnancy, childbirth or related medical condition, which may be taken in accordance with Article 17.11.

17.13 Family and Medical Leave Act

The District is not required to provide employees time off for religious holidays, except those that are board authorized. Employees who observe recognized religious holidays shall be granted time off as an accommodation in accordance with California state law.

Qualified classified employees shall be granted unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

FMLA Eligibility

Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-month period for:

- (1) the birth of a child and to care for the newborn child within one year of birth;
- (2) the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- (3) to care for the employee's spouse, child, or parent who has a serious health condition;
- (4) a serious health condition that makes the employee unable to perform the essential functions of his or her job; a "serious health condition" is defined as an injury, illness or hospital stay resulting in an absence of in excess of three (3) consecutive workdays (four (4) or more workdays).
- (5) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" OR
- (6) to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

17.14 California Family Rights Act

The District shall comply with the California Family Rights Act. Qualified classified employees shall be granted unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

17.14.1 CFRA Eligibility

Eligible employees are entitled to up to twelve (12) workweeks of unpaid leave in a 12-month period to:

- (1) to care for or bond with a newborn, adopted or foster child within one year of birth or placement of the child in the employee's home;
- (2) to care for the employee's spouse, child, parent, or domestic partner who has a serious health condition; or
- (3) for an employee's own serious health condition.

17.14.2 A leave of absence for purposes that satisfy both FMLA (Article 17.13) and CFRA shall run concurrently. Unit members shall be limited to twelve (12) workweeks of unpaid leave in a 12-month period when these leaves run concurrently.

17.15 Family Engagement & Kincare Leave

The District shall comply with the California laws governing this subject matter. Classified employees, that are the parent, guardian, or grandparent with custody of one or more children in kindergarten or grades 1 to 12, shall be provided up to forty (40) hours unpaid leave each fiscal year, not to exceed eight (8) hours in any calendar month, to participate in activities of the school or licensed child daycare facility of his/her children. To receive pay for days off under this provision the employee may utilize accrued vacation leave, personal necessity leave, or compensatory time.

The employee shall provide reasonable notice to his/her supervisor, prior to taking the time off for planned absence for activities under this provision. Regardless of the number of children in the employee has, he/she can only take off up to 40 hours per fiscal year.

The employee, if requested by his/her supervisor, shall provide documentation from the school or licensed child daycare facility as proof that he or she participated in school or licensed child daycare facility activities on a specific date and at a particular time.

Employees shall be permitted to use in any calendar year an amount not less than the sick leave

that would be accrued during six months at the employee's then current rate of entitlement for the following purposes:

- (1) Diagnosis, care, or treatment of an existing health condition or, preventative care for, an employee or an employee's family member; or
- (2) For an employee who is a victim of domestic violence, sexual assault or stalking.

Employees utilizing leave for these purposes shall not be required to use all available leave in any single occurrence.

17.16 Catastrophic Leave

Employees may participate in the catastrophic leave program, which permits employees to donate accrued vacation or sick leave to the catastrophic leave bank.

An eligible employee who is, or whose family member is, suffering from a catastrophic illness or injury may request a donation of vacation and/or sick leave from the leave bank by submitting a request and providing verification of the catastrophic injury or illness to the Office of Human Resources for consideration by the Catastrophic Illness or Injury Committee (see Appendix E).

17.17 Industrial Accident or Illness Leave

An employee suffering an injury or illness arising out of and in the course of his/her employment shall be entitled to a leave not exceeding sixty (60) work days in any one fiscal year for the same accident or illness. The leave shall not be accumulated from year to year, and when the leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

Payments for wages lost on any day shall not, when added to an award granted to the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.

The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

ARTICLE 18 – VACATION

18.1 Annual Vacation Earnings Rate:

Full-time employees who are covered by this Agreement, and who are in paid status for eleven (11) or more days in each relevant calendar month, shall earn vacation as follows:

- a. One (1) through three (3) years of continuous service: one day per month.
Annual Vacation Rate: 12 days
- b. Four (4) through six (6) years of continuous service: one and one-quarter days per month.
Annual Vacation Rate: 15 days
- c. Seven (7) through ten (10) years of continuous service: one and one-half days per month.
Annual Vacation Rate: 18 days
- d. Eleven (11) or more years of continuous service: one and three-quarter days per month.
Annual Vacation Rate: 21 days

18.2 Earning Limit:

Employees earn vacation according to the Annual Vacation Earnings Rate described in Article 18.1. An individual employee may never accrue more than two (2) times his or her Annual Vacation Earnings Rate.

Part-time employees covered by this Agreement shall earn vacation on a pro rata basis, in such proportion as their regular assignment bears to a full-time assignment.

18.3 Vacation Request

Insofar as practicable and consistent with the needs of the District, vacation shall be granted at times most desired by employees.

Vacation requests shall be granted on a first-come, first-serve basis. If conflicting vacation requests of employees in a department must be reconciled, preference shall be given to the timely requests of employees having the most continuous service with the District.

Vacation requests for the Winter Break period shall be given preference to those requests from employees who did not have such vacation in the preceding year(s).

Employees may use accrued vacation time in minimum increments of one (1) hour.

Any vacation shall be requested at least three (3) working days in advance of the proposed commencing of vacation. The three (3) working day notice can be waived at the discretion of the District.

No deduction shall be made from the accrued vacation balance of any employee for holidays occurring during the approved vacation of the employee.

18.4 Long Term Vacation Request Response

For vacation request(s) made more than one (1) month in advance, the supervisor/designee shall provide a response within ten (10) work days, barring any special circumstance.

18.5 Vacation Cancellation

Unit members may cancel their approved vacation leave and return to work after providing written notice to their supervisor at least one (1) working day notice before resuming their regular working schedule. The one (1) working day notice can be waived at the discretion of the District.

ARTICLE 19 - HIGHER JOB CLASSIFICATION PAY

Any employee in the unit who is required by Management to perform the duties of a higher-unit classification for more than five (5) working days within a fifteen (15) calendar-day period shall receive the extra compensation of the higher classification for each day in which the duties of such higher classification have been performed. Such pay shall be not less than the rate that the employee would receive if he/she had been promoted to such higher classification.

ARTICLE 20 - SHIFT DIFFERENTIAL

20.1 Swing, Day and Sundown

If a position requires that 50% or more of any employee's weekly assigned time must be worked after 4:00 p.m., the employee is entitled to the Swing shift differential. If a position requires that 50% or more of any employee's weekly assigned time must be worked after 9:00 p.m., the employee is entitled to the Sundown shift differential. This differential is included in the employee's gross monthly rate. If an employee is temporarily assigned to a second or third shift, such assignment shall be compensated from the first day. An employee regularly assigned to the swing or sundown shift shall receive a shift differential above his/her base rate of pay for each day worked on such shift, resulting in one of the following:

Swing shift = 5% differential

Graveyard shift = 8% differential

20.2 Saturday Work

An employee regularly assigned to work the Tuesday – Saturday work schedule shall receive a shift differential of 2% above his/her rate of pay for all hours of each Saturday worked on such shift.

ARTICLE 21 - OVERTIME AND COMPENSATORY TIME

21.1 Overtime

Overtime includes any time the employee is required to work in excess of eight (8) hours in one (1) workday for employees with a regular 40-hour workweek; or in excess of ten (10) hours in one (1) workday for employees with an alternative work schedules of four (4) days per week with a regular 40-hour workweek; or in excess of twelve (12) hours in one (1) workday for employees with an alternative work schedules of four (4) days per week with a regular 48-hour workweek. An employee whose regular work schedule is less than 40-hours, is entitled to be paid for the extra hours at his/her regular rate of pay up to 40-hours work. Hours worked by an employee whose regular schedule is less than 40-hours shall be paid overtime for all hours worked in excess of 40-hours. Supervisors may require an employee to work overtime to complete a task. An employee must request to work any overtime to complete a necessary task, at least two hours before the end of his/her shift or when it becomes apparent that a particular task will not be completed by the end of the employee's shift.

Employees shall not work overtime without the verbal or written approval of a supervisor. In the event that an employee is called by non-Facilities Services personnel, such as Campus Police, another manager, or administrator, the employee will have been deemed to have received work authorization. If such a call is received outside of regular work hours, the provisions of Article 22 (Call-Back Pay) shall apply. All employees will provide current and accurate contact information (for contact outside of the workplace) to their supervisor in order that communications can be optimized. Pay for any such overtime work will be the overtime rate which is 1½ times the hourly rate of the employee's salary or compensating time of 1½ hours off for each additional hour worked.

21.1.1 Overtime Distribution

Overtime shall be offered by seniority on a rotating basis by classification or job family. Once a unit member has accepted an overtime assignment, the unit member shall be placed at the bottom of the list. Any unit member shall have the right to reject any offer or request for overtime or call-back. If no volunteers are found, overtime can be offered department wide, as long as the job doesn't require specialized skills.

21.1.2 Overtime Assignment

In the absence of any volunteers for offered overtime, the District shall assign overtime based on the details of the assignment, the qualifications of available personnel, and the discretion of the scheduling supervisor.

21.1.3 Overtime attendance

A unit member who fails to report for the volunteered overtime shift, shall be taken off the overtime assignment list for 30 regularly scheduled working days.

21.2 Compensatory Time

Compensatory time is accrued at the rate of one and one-half hours for each overtime hour worked. Compensatory time may be earned and used only with prior approval of the employee's immediate supervisor, or the Director of Facilities Services. Normal use of such time off is to be requested in writing at least three (3) working days in advance, and must be approved by a supervisor. "Emergency" use of compensatory time off (not with three days' advanced notice) shall be requested by the employee as soon as possible, and approval of such time shall be granted at the sole discretion of the Director of Facilities, or his/her designee. Any use of compensatory time shall be subject to the operational needs of the District. Compensatory time must be used within twelve (12) calendar months after the time was earned, or it shall be paid at the applicable overtime rate. Upon termination of employment, the employee will receive payment for all accrued, unused compensatory time calculated based on the employee's regular rate at the time of termination.

ARTICLE 22 - CALL-BACK PAY

A unit member who is called to campus to perform work outside of his/her regular daily work schedule ("call back time") shall be guaranteed a minimum of four (4) hours of work. Call back time that results in overtime shall be paid at the applicable rate.

In the case of time that the unit member is called to work but is performed off campus (such as by remote device), the unit member shall be guaranteed a minimum of one (1) hour of work. These guarantees shall not apply to overtime which is consecutive with the employee's regularly scheduled shift or to cases where the employee did not work his/her regularly scheduled shift preceding the call-back.

ARTICLE 23 - SERVICE INCREMENT

A service increment of one additional salary range will be granted after an employee has completed seven (7) years of continuous service; a second additional salary range will be granted upon completion of ten (10) years of continuous service; a third additional salary range will be granted upon the completion of fifteen (15) years of continuous service; a fourth additional salary range will be granted upon the completion of twenty (20) years of continuous service; a fifth additional salary range will be granted upon the completion of twenty-five (25) years of continuous service; a sixth additional salary range will be granted upon the completion of thirty (30) years of continuous service.

ARTICLE 24 - DISTRICT-SPONSORED INSURANCE PLANS AND BENEFITS

24.1 Agreement Terms

During the term of this Agreement, the District will pay the cost of a comprehensive program including health, dental, vision, and life insurance for employees (on a 75% or more assignment) and their dependents. These plans become effective at once, if the employee starts to work on the first day of the month; otherwise they are effective on the first day of the following month. A change of health-plan is permissible during the annual open-enrollment period in September for an effective date of October 1. Supplemental Term Life Insurance, on the employee only, may be purchased at time of employment or during the annual open-enrollment week in September. Membership in any of these group plans will continue as long as the employee is in paid status.

24.1.1 The maximum dental benefits shall be \$2,000.

24.1.2 The maximum income protection plan will be \$3,000 per month.

24.1.3 "Eligible" as used in this Article shall mean those unit members who have an average assignment of seventy-five (75%) percent or greater during the monthly period of service.

24.1.4 An employee may change his/her health plan during the annual open enrollment period, which is usually the month of September.

24.1.5 When on approved unpaid leave of absence, an employee may continue health and life insurance plans by paying the monthly premiums to the District by personal check by the first (1st) day of the month for which coverage is to continue.

24.1.6 An employee on paid sick leave continues to be covered by the District-sponsored insurance plans. Employees on unpaid sick leave may continue health, dental insurance, and employee assistance program for as long as the District indicates the employee is eligible for reemployment. In order to continue such insurance, the employee must transmit monthly contributions to the District in the manner set forth in paragraph VI above. Continuation of life insurance may be possible. Employees must meet eligibility and payment requirements of the plan.

24.1.7 In lieu of District coverage for an individual's health insurance plan (for those with dual coverage) the District will provide during a ten-(10) month period an amount equal to one-half (1/2) the cost of an individual premium of the District's lowest-cost health plan for each member electing this option provided that:

- (1) This option may be selected only during the open enrollment period for health insurance or at the time of initial employment.
- (2) Requests to change to health insurance coverage from the cash option may be made only during the open enrollment period.
- (3) Cash benefits provided under this plan must comply with Internal Revenue Service Section 125.
- (4) Those choosing this option must submit evidence of coverage and sign a form provided by the Benefits Office in Fiscal Services.
- (5) If this option is chosen, District paid medical insurance coverage will be canceled effective October 1 of the year of the election of this option and will be available again only at the next regular open enrollment period.

24.2 CSEA shall designate a representative to serve on the District Health Benefits Committee.

24.3 Medical/Dental Insurance for Retirees

Eligible retirees may elect to continue coverage under District-sponsored medical and dental plans on the same terms, including District-paid premium contributions, as coverage is offered to full-time employees of the District, through the month in which the retiree reaches age sixty-five (65).

In order to be eligible for this benefit, the retiree must meet the following criteria:

- (1) Must have retired from District employment under the Public Employees' Retirement System (PERS), or the State Teachers' Retirement System (STRS).
- (2) Must be at least fifty-five (55) years of age at the time of retirement.
- (3) Must have completed at least fourteen (14) years of service with the District.
- (4) Must have been eligible to receive District-sponsored medical and dental benefits in his/her last full year of employment.
- (5) Must be eligible for coverage under District's medical and dental plans.

If, following retirement, the retiree ceases to be eligible for receipt of retirement benefits under PERS or STRS, the benefit described in this Article will also cease.

24.4 Early retirees who have not been employed by the District fourteen (14) years but who have completed a minimum of five (5) years of service may elect to retain group coverage under the District-sponsored medical and dental plans by paying the monthly premiums to the District. Such premiums must be received by the District by the first (1st) day of the month for coverage during that month.

24.5 For retirees who satisfy conditions 1 and 3 of Paragraph B of this Article, and who have attained the age of sixty-five (65), the District will pay \$1,440 annually, intended to help cover the cost of Medicare supplementary insurance.

24.6 Wellness Incentive Program

All employees shall be eligible for the Wellness Incentive Program. For 110 consecutive, scheduled workdays worked with no attendance occurrence, or portion thereof, an employee will be awarded \$150.00. After the award is earned, the 110-day period shall begin to run again.

"Scheduled workday" means a day on which the employee is scheduled to work. It does not include days when the employee is on scheduled or approved vacation, holiday, jury duty, bereavement leave, personal necessity leave, industrial accident or injury leave, layoff or authorized leave of absence. The \$150.00 incentive will be included in the employee's regular salary warrant.

24.7 Computer Loan Program

Eligible employees are all regular monthly employees with PCC for one year and eligible for benefits. The maximum loan amount is \$4,000. There can be only one loan outstanding. The initial loan must be repaid in full before a subsequent loan can be processed. The maximum repayment period is two (2) years. There is no interest charged for this loan. The repayment method is through payroll deduction. A promissory note must be executed by the employee prior to funds being released to the vendor.

ARTICLE 25 – UNIFORMS

Employees are required to wear a uniform, including District provided safety footwear, during work hours consisting of a specified shirt and pants. The District has purchased uniforms for use by employees during the term of this Agreement. The District shall bear the expense of cleaning and maintenance of uniforms. Employees shall deliver uniforms requiring cleaning to a designated location each week, on a weekday to be designated by the District. Repair or replacement of uniforms damaged in the course of performance of the employee's job duties shall be at the expense of the District. Any damage to a uniform during the course of performance of the employee's job duties shall be immediately reported to the employee's supervisor. An employee may elect to clean his/her own uniforms at his/her own expense and risk.

Upon request, the District shall provide, once every 12 months, safety footwear for use by unit members in the performance of their duties. The District shall contract with a vendor to supply safety shoes/boots. The vendor shall offer a variety of safety shoes/boots from which the unit member can select. The safety shoes/boots will be appropriately sized, i.e., fit comfortably. Unit members may be required to reimburse the District for all items lost, damaged, or stolen as a result of the unit member's failure to exercise reasonable care.

ARTICLE 26 - SENIORITY

- 26.1 Where the experience, training, ability and qualifications of applicants for open positions in classifications covered by this Agreement are equal, assignment to open positions shall be made on the basis of seniority as defined in Section 26.2 below. The District's determination as to the relative experience, training, ability and qualifications of applicants shall not be subject to the grievance procedure of this Agreement.
- 26.2 Seniority shall be defined as length of continuous service in paid status with the District in classifications covered by this Agreement, dating from the employee's most recent date of hire. A probationary employee shall not accrue seniority during the probationary period, but shall acquire seniority credit retroactively for the probationary period upon satisfactory completion thereof.
- 26.3 An employee who is serving a new probationary period due to transfer to another classification is subject to demotion during the probationary period at the sole discretion of the District without recourse to the grievance or disciplinary procedures of the Agreement.
- 26.4 Following completion of the probationary period, an employee's seniority and employee status may be lost for any of the following reasons:
- (1) Voluntary termination
 - (2) Discharge
 - (3) Absence for two (2) consecutive workdays without notice to the District, except for explanation acceptable to the District
 - (4) Failure or inability to report to work or assume assigned duties upon expiration of an authorized leave of absence
 - (5) Layoff following expiration of the reemployment rights under Section 26.6 of this Agreement

ARTICLE 27 - EFFECTS OF LAYOFFS AND REEMPLOYMENT

Whenever a classified employee is laid off, the order of layoff within the class shall be determined by the date of hire. The employee who has worked the least number of hours in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff so that employees with the highest seniority shall be rehired first. Hours worked shall not be interpreted to mean any service performed prior to entering into a probationary status or to any hours worked on overtime.

- 27.1 All employees in an acting capacity shall be laid off first before any probationary employees are laid off.
- 27.2 Any probationary employee who had permanency in another class shall be returned to the class in which permanency was attained, replacing the last hired in that class with less seniority. All probationary employees in a class shall be laid off before any permanent employee in the class is laid off.
- 27.3 The order of layoff of permanent employees shall be the employee with the least number of hours worked in the class, plus higher classes, being laid off first. Subsequent layoffs shall continue in that order.
- 27.4 Employees laid off have displacement rights (which must be calculated for each individual). The first right is to move into a vacant position in the affected class. If there are no vacancies, the next right is to move into the position occupied by the employee with the least seniority in the class. If the person laid off is the least senior in the affected class, that person may displace into a lower class in which he/she had previously served, displacing the least senior in that class.
- 27.5 Absence due to layoff shall be considered as unpaid leave and shall not constitute a break in service.
- 27.6 Reemployment

A reemployment list shall be established and maintained by the District for 39 months. Names of employees laid off from the District shall be placed on the list in reverse order of layoff.

Employees on disability leave of absence shall be merged into the list on the basis of the total number of hours accrued at the time they went on leave. Employees who have accepted voluntary reduction in hours or classification shall have an additional 24 months (for a total of 63 months) of reemployment rights.

27.6.1 Employees on the reemployment list must be willing to accept reemployment in class within five (5) days after notification of the offer. If the offer is declined, the next person on the list

shall be called. An employee may decline three (3) offers of reemployment. After the third refusal, no additional offers need be made unless the employee requests, in writing, that he/she wishes to be reactivated.

27.6.2 Regular employees who have resigned their employment with the District may be eligible for reemployment in any class for which they apply and possess the necessary qualifications. Regular employees who are reemployed within six (6) months of the date of resignation may be eligible for the following:

27.6.3 An employee who is reemployed in the same class may be reinstated at the same salary without examination unless the requirements of the position have changed.

27.6.4 An employee who is reemployed in a different class may be placed at the appropriate step of the salary range based on the employee's skills, experience, and the requirements of the position.

27.6.5 Following reemployment, vacation may be earned at the rate established during former District employment. The step increase and service increment dates will be adjusted to compensate for the months the employee was not employed. An employee who is re-employed more than six (6) months after resignation will be considered a new employee. An employee who is reemployed following a layoff will not have the layoff considered as a break in service if the employee returns within the statutory period of thirty-nine (39) months from the date of layoff.

ARTICLE 28 - CSEA VICTORY CLUB CONTRIBUTIONS

The District agrees to deduct from the paychecks of employees covered by this Agreement voluntary contributions to the Victory Club, a political action committee fund, in addition to and with CSEA membership dues. CSEA shall provide the District with written payroll deduction authorization signed by the employee and shall notify the District of the amount designated by the contributing employee that is to be deducted from his/her paycheck each month. The District shall transmit along with and in the same transaction as dues, such voluntary contributions on behalf of employees. CSEA shall indemnify and hold harmless the District from any and all loss or liability including reasonable attorney's fees resulting from the District's compliance with the terms of this section.

ARTICLE 29 - SAVINGS

- 29.1 In the event that any provision of this Agreement shall at any time be declared invalid by the final judgment of any administrative agency or court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, and all remaining provisions shall remain in full force and effect.
- 29.2 The terms "District" and "District Management" as utilized in this Agreement shall be deemed to be synonymous, and shall, as appropriate, include the District as an entity, the Board of Trustees, the Superintendent-President, and all other members of District Management, including management at the level of the work site.
- 29.3 The inclusion within this Agreement of any matter not within the scope of representation pursuant to California Government Code Section 3543.2 is without precedent as to any future position by the District concerning the negotiability or non-negotiability of such matter, and the District expressly reserves the right to refuse or negotiate or renegotiate any written agreement on matters determined to not be within the scope of representation pursuant to California Government Code Section 3543.2
- 29.4 The parties agree that it is to their mutual benefit to encourage the resolution of differences through the processes provided by this Agreement. Therefore, it is agreed that CSEA will support this Agreement for its terms and will not appear before any public body or bodies to seek change or improvement in any matter subject to the meet- and-negotiate process, except by mutual, written agreement of the District and CSEA.

ARTICLE 30- CONCERTED ACTIVITIES

- 30.1 CSEA, its agents and the employees it represents agree that there shall be no strike, work stoppage, or any other concerted interference with the operations of the District, or any picketing, or any refusal to enter upon any District premises for any reason whatever during the term of this Agreement.
- 30.2 CSEA, its agents, and the employees represented by it further understand and agree that there shall not be strike, slowdown, stoppage of work, or any acts of any nature, including picketing, that tend to interfere with the operations of the District of any other government agency or body, whether such acts be related to or in sympathy with another group of employees or employee organization wholly within the District.
- 30.3 The inclusion of this Article in this Agreement shall in no way be deemed to preclude or stop the District from seeking any form of legal relief to which it may be entitled during the term of this Agreement or at any other time.
- 30.4 There shall be no responsibility and/or liability on the part of CSEA on account of any violation of any of the foregoing provisions of this Article by any individual member or members in any case where the activity or conduct constituting such violation is not encouraged by CSEA or the CSEA's authorized officer, agent, representative, or employee acting within the scope of his/her authority. CSEA, however, in any such case shall, at the request of the District, do everything within its power to influence the member or members engaging therein to cease and desist there from.
- 30.5 The District agrees that it will not cause a lockout of the employees during the term of this Agreement.
- 30.6 Should differences arise between the District and CSEA or its members as to the meaning and/or application of any of the provisions of this Agreement, there shall be no suspension of work on account of such differences but an earnest effort shall be made to settle such differences in accordance with the terms and provisions of this Agreement.

ARTICLE 31 - EFFECTS OF AGREEMENT

- 31.1 It is the intention of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein, and any prior or existing understanding or agreements by or between the parties, whether formal or informal, and any all existing District rules, regulations, and policies regarding any such matters are hereby superseded and terminated in their entirety as to the employees in the unit.
- 31.2 Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its right to meet and negotiate with respect to any subject or matter covered herein, or with respect to any matter not covered herein, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated this Agreement, and even though any such subject or matter was proposed and later withdrawn.
- 31.3 Any Agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties unless made and executed in writing by all parties hereto.

ARTICLE 32 - TERM

- 32.1 The term of this Agreement shall commence when the Board of Trustees has completed all action necessary for its implementation. This Agreement shall continue in effect from July 1, 2020 through June 30, 2023.
- 32.2 Negotiations shall begin by delivery by either party to the other a written proposal which shall be placed on the agenda of the Board of Trustee's next regular business meeting in accordance with applicable public notice requirements.
- 32.3 If there is a change in a state or federal statute after the ratification of this Agreement, which results in a direct conflict with any specific and expressed term of this Agreement, either party may request to negotiate a replacement. CSEA and the District shall re-open Article 8 for the 2022-2023 fiscal year salary compensation.

APPENDICES

Appendix A - Unit Classification and Salary Schedule

Appendix B - Personal/Professional Growth Benefit

Appendix C - Grievance Forms

Appendix D - Evaluation Form

Appendix D-1 – Performance Improvement Plan

Appendix E - Catastrophic Illness Form