

MASTER CONTRACT

between the

San Joaquin Delta Community College District

and the

California School Employees' Association
Chapter #359



July 1, 2021
through
June 30, 2024

TABLE OF CONTENTS

ARTICLE I	PREAMBLE.....	4
ARTICLE II	NON DISCRIMINATION.....	5
ARTICLE III	ORGANIZATIONAL SECURITY.....	6
ARTICLE IV	EMPLOYEE RIGHTS	8
ARTICLE V	ORGANIZATIONAL RIGHTS.....	11
ARTICLE VI	JOB REPRESENTATIVES	14
ARTICLE VII	HOURS AND OVERTIME	16
ARTICLE VIII	PAY, BENEFITS (EXCEPT HEALTH BENEFITS), AND ALLOWANCES	22
ARTICLE IX	EMPLOYEE EXPENSES AND MATERIALS	25
ARTICLE X	EMPLOYEE BENEFITS	26
ARTICLE XI	HOLIDAYS	33
ARTICLE XII	VACATION PLAN.....	35
ARTICLE XIII	LEAVES.....	38
ARTICLE XIV	PROFESSIONAL GROWTH AND DEVELOPMENT.....	47
ARTICLE XV	RECLASSIFICATION, CLASSIFICATION AND ABOLITION OF POSITIONS	49
ARTICLE XVI	TRANSFERS AND PROMOTIONS.....	51
ARTICLE XVII	DISPUTE SETTLEMENT.....	56
ARTICLE XVIII	SAFETY.....	63
ARTICLE XIX	SEVERABILITY	64
ARTICLE XX	NEGOTIATIONS	65
ARTICLE XXI	MANAGEMENT RIGHTS.....	66
ARTICLE XXII	SALARIES.....	68
ARTICLE XXIII	LAY-OFFS.....	70
ARTICLE XXIV	CONCERTED ACTIVITIES.....	75
ARTICLE XXV	DISCIPLINE	76
ARTICLE XXVI	CONTRACTING OUT BARGAINING UNIT WORK.....	81
ARTICLE XXVII	DURATION	82

APPENDICES

A	CLASSIFICATION AND RANGES.....	83
B	CSEA DUES SCHEDULE	88
C	SALARY SCHEDULE	89
D	TRAVEL AND MILEAGE	96
E	CLASSIFIED EMPLOYEE EVALUATION FORMS	102
F	PERFORMANCE IMPROVEMENT PLAN.....	105
G	CSEA JOB REPRESENTATIVES.....	106
H	CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)	107
I	SJDC EEO ACTION APPEAL FORM	109
J	FEDERAL AND STATE LEAVES	110
K	CLASSIFICATION AND RECLASSIFICATION PROCESS.....	111
L	CLASSIFIED REQUEST FOR PROFESSIONAL GROWTH & DEVELOPMENT	123
M	PERMANENT INTERMITTENT – ASSIGNMENT TRACKING AND NOTIFICATION	124
N	CLASSIFIED ALTERNATE WORK SCHEDULE REQUEST FORM.....	127

ARTICLE I
PREAMBLE

- 1.1 This Agreement is made and entered into *July 1, 2021*, by and between San Joaquin Delta College District, hereinafter referred to as the "District", and the California School Employees Association and its San Joaquin Delta College Chapter Number 359, or its successors, hereinafter referred to as "CSEA".
- 1.2 Acknowledgement: The District hereby acknowledges that CSEA and its Delta Chapter #359 is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this agreement. All newly created positions in the classified service, except those that lawfully are faculty, supervisory, management or confidential shall be assigned to the classified bargaining unit. (Government Code §3543-45, §70901.2)
- 1.3 The bargaining unit shall exclude work study students, students enrolled in nine (9) units for spring and fall semester and six (6) units for summer session, substitutes, short-term employees, faculty, and those positions identified by the Board of Trustees as management, supervisory and confidential.
- 1.4 Scope of Representation: The scope of representation shall be all matters determined by applicable rules, regulations, or orders issued by any governmental authority. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matters outside of the scope of representation.

ARTICLE II

NON DISCRIMINATION

- 2.1 Discrimination Prohibited: It shall be an unlawful employment practice, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California for an employer, because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of any person to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge such person from employment or from a training program leading to employment, or to discriminate against such person in compensation or in terms, conditions, or privileges of employment. (Government Code, §12940)
- 2.2 No Discrimination on Account of CSEA Activity: Neither the District nor CSEA shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by law. [Government Code §3543.5(a); §3543.6(b)]
- 2.3 Alleged violations of Section 2.1 shall be addressed under Section 17.3 of this contract. Violations of any other section of this contract shall be addressed under Section 17.2 of this contract. Utilization of Section 17.3 shall not abridge employee's rights under state and federal anti-discrimination law.

ARTICLE III

ORGANIZATIONAL SECURITY

3.1 Membership and Dues Deduction:

3.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and any employee asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US _ (2018). District shall refer all employee questions about CSEA or dues to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.

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

3.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

3.2 Dues Deduction:

3.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA

3.2.2 The District's managers, supervisors, and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors, and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative.

3.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such new or changed request is submitted.

3.3 Membership Information:

3.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited

to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

3.4 Hold Harmless Provision:

- 3.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

ARTICLE IV

EMPLOYEE RIGHTS

4.1 Personnel Files:

- 4.1.1 The personnel file of each employee shall be held confidential and be maintained at the District's Office of Human Resources. Any material which is used by the District to take action affecting the status of an employee's continued employment must be in the personnel file. Any files kept by an immediate supervisor of any employee shall not contain any material that is not in the main personnel file that would serve as a basis for affecting the status of said employee's continued employment.

- 4.1.2 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. The employee shall be given reasonable release time during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such within ten (10) business days. The written response shall be attached to the material.

- 4.1.3 An employee shall have the right at any reasonable time, to examine and/or obtain copies of any material from his/her personnel file. Reasonable release time, without loss of pay, will be provided for this purpose. Such material is not to include ratings, reports, or records which were (1) obtained prior to the employment of the employee involved, (2) were prepared by identifiable screening committee members, or (3) were obtained in connection with a promotional examination.

- 4.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons (other than persons whose duty it is to maintain the files) who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative, if authorized in writing by the employee. The log shall be maintained in the employee's personnel file.

- 4.1.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 4.2 Evaluation: Completed evaluations will be placed in the employee's personnel file after an opportunity for discussion between the employee and the evaluator. Negative evaluations shall include specific recommendations for improvement and reasonable provisions for assisting the employee in implementing the recommendations
- 4.2.1 After completing his/her probationary period, permanent classified employees shall be evaluated once during the next two (2) years of employment, and thereafter, at least once every two (2) years by the employee's immediate manager. (If this requires the immediate supervisor to work or observe during unusual hours, then the manager shall observe during those hours.) The employee will be provided with recommendations for improvement.
- 4.2.2 If the employee being evaluated feels that the evaluation is not accurate or fair in its findings and recommendation, the employee may attach a letter of explanation of those items in dispute within ten (10) business days. A Self-Evaluation form is available for the employee to submit as an attachment form and will be included in their personnel file.
- 4.2.3 Employees are required to sign all formal written evaluations. It is understood that in signing the evaluation form, the employee acknowledges having seen and discussed the evaluation. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. If the employee so desires, the employee may attach a written statement. Employees are to receive a copy of their evaluations and the original is to be placed in the employee's personnel file.
- 4.3 Probationary Period and Permanent Status: Classified employees shall be designated as permanent employees of the District after completing a probationary period.

- 4.3.1 The normal probationary period shall be eight (8) months. The Vice President of Human Resources and Risk Management, after consultation with the President of CSEA, may for specific reasons disclosed to CSEA, authorize a shorter probationary period of no less than six (6) months or a longer probationary period of no greater than twelve (12) months. The determination of the length of the probationary period for any individual, above or below the normal eight (8) months, shall not be based upon the classification of the individual probationary employee but only upon the nature of the extraordinary circumstances which led to the request for exception from the normal probationary period. The intent is for the probationary period to remain eight (8) months with only rare and exceptional deviations from that period permitted.
- 4.3.2 Every probationary employee shall be evaluated by the employee's immediate supervisor, in writing, during the probationary period as follows:

Evaluations will be placed in the employee's personnel file after an opportunity for discussion between the employee and the evaluator.

- 4.3.2.1 The first written evaluation shall be completed and discussed, with a written copy of the evaluation given to the probationary employee, by the end of the fourth month of the probationary period.
- 4.3.2.2 A second written evaluation shall be completed and discussed, with a written copy of the evaluation given to the probationary employee, by the end of the eighth month of the probationary period (if the probationary period has not ended before that time).
- 4.3.2.3 A third written evaluation shall be completed and discussed, with a written copy of the evaluation given to the probationary employee, by the end of the twelfth month of the probationary period (if the probationary period has not ended before that time).

ARTICLE V

ORGANIZATIONAL RIGHTS

- 5.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of this agreement.
- 5.1.1 The right to access at reasonable times areas in which employees work. (Government Code §3543.1(b))
 - 5.1.2 The right to use without charge institutional bulletin boards, electronic mail, mailboxes, and the use of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA. All such postings or mailings will be clearly marked CSEA.
 - 5.1.3 The right to use, on a cost-covering basis, telephone, institutional duplicating equipment and supplies for the purpose of printing information or notices concerning CSEA matters. Normally, CSEA shall use the telephone in the CSEA office.
 - 5.1.4 The right to use without charge institutional facilities at reasonable times for the purpose of meetings to conduct the business of CSEA.
 - 5.1.5 The right to review employees' personnel files (and any other records as specified in Article IV, section 4.1.3, dealing with employees) when and only when accompanied by the employee or on presentation of a written authorization signed by the employee.
 - 5.1.6 The right to be supplied with a complete seniority report of all bargaining unit employees on the effective date of this agreement and every six (6) months thereafter, if requested. The roster shall indicate the employee's present classification and primary job site. The Office of Human Resources will notify CSEA Chapter President when a new employee is hired in a position included in the bargaining unit. The notification will include the employee's name, classification, and work location.
 - 5.1.7 The right to receive two (2) copies of any budget or financial material approved by the Board of Trustees.
 - 5.1.8 The right of reasonable release time for employees who are CSEA state officers, state committee members, and chapter officers to conduct necessary CSEA business.

- 5.1.9 The right of reasonable release time for CSEA chapter delegates to attend the CSEA Annual Conference.
- 5.1.10 A parking identification sticker shall be provided, at no cost, to CSEA for its designated CSEA labor relations representative.
- 5.2 Distribution of Contract: Within thirty (30) days after the execution of this contract, the District shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit, after the execution of this agreement, shall be provided with a copy of this agreement by the District without charge at the time of employment. Each employee in the Bargaining Unit shall be provided by the District, without charge, a copy of any written changes agreed to by the parties of this agreement during the life of this agreement.
- 5.3 Reassigned Time For CSEA Chapter 359 President – The San Joaquin Delta College California School Employees Association (CSEA), Chapter 359 President, leader of the bargaining unit for classified employees, shall receive ten hours per week reassigned time (the equivalent of 0.25 (FTE) for conduct of CSEA Chapter 359, Presidential operations this includes all Shared Governance activities.
- 5.4 Release Time – Union Activity: At various points throughout this contract, reference is made to release time for individuals. Such references shall be understood to refer to the obligation of the District under Government Code §3543.1(c)) to provide "reasonable periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances."
- 5.4.1 CSEA shall receive reasonable release time at no expense to CSEA or the employees it represents for meeting and negotiating, and the processing of grievances. Authorizations for release time must be coded on the Classified Monthly Time Report and submitted on an Absence Request Form to the Office of Human Resources within five (5) working days of the release time being used.
- 5.4.2 CSEA shall receive reasonable release time at no expense to CSEA or the employees it represents for meeting and negotiating, and the processing of grievances. Reasonable release time shall be defined as 300 total hours per year, in addition to the release time allocated for chapter delegates to attend annual conferences as defined in Article V, section 5.1.9, and the release time allocated for Job Representatives as defined in Article VI, section 6.4.3.

5.4.3 The Association agrees to indemnify and hold the District harmless from any claims, damages, and causes of action of complaints arising from the operation of this Article. The association further agrees to pay the cost of any legal fees or costs incurred by the district in defense of this provision.

5.5 Release Time – Service on Governance Groups: CSEA shall have the right to appoint members to serve on committees in accordance with Education Code 70901.2 in addition to classified staff appointed by Classified Senate pursuant to Board Policy 2510.

5.5.1 CSEA members appointed to serve on governance committees shall receive release time for participation on shared governance group committees, including time to prepare for participation on the shared governance committees, at no expense to CSEA or the employee. Authorizations for release time must be obtained in advance from the immediate supervisor.

ARTICLE VI

JOB REPRESENTATIVE

- 6.1 Purpose: The District recognizes the need and affirms the right of CSEA to designate Job Representatives from among employees in the unit. It is agreed that CSEA, in appointing such representatives, does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
- 6.2 Selection of Job Representatives: CSEA shall appoint five (5) Job Representatives who will represent all employees in the bargaining unit. CSEA will notify the District of the names of those persons chosen to be representatives and any change thereto. Nothing contained in this Article shall limit the right to Job Representatives and chapter officers (not to exceed two (2) at one (1) time) in assisting another Job Representative in the processing of a grievance, shall it be requested.
- 6.3 Duties and Responsibilities of Job Representatives: Each job representative shall represent the employees subject to the provisions set forth in Appendix F.
- 6.4 Job Representatives Requirements to District and/or Supervisor:
- 6.4.1 The Job Representative will obtain permission from the employee's immediate supervisor (if available) to perform the employee's duties as Representative. The Job Representative shall inform the immediate supervisor of the employee's need to leave the employee's work area. Permission to leave will be granted unless such absence would cause an unreasonable interruption of work. Upon entering another work area, the Job Representative shall inform the supervisor that the employee is there on CSEA business. The Job Representative will be given permission to confer with the employee(s) in the new work area unless it would cause an unreasonable interruption of work. If permission is denied, the timelines of the grievance process will be extended by the total number of days permission is denied. When possible, arrangements will be made with both supervisors in advance.
- 6.4.2 Each Job Representative shall be granted release time with full benefits and pay to perform the employee's duties except as limited above, as outlined in Appendix G.

6.4.3 Job Representatives shall be restricted to an average four (4) release hours per calendar month (not to exceed forty-eight (48) hours per year), in which to perform the employee's duties as outlined. The Job Representative shall use the employee's own time to perform any duty requirements that exceed the amount of release time granted in this section.

6.5 Each Job Representative shall be expected to use equal amounts of release time and personal time for the proper execution of the employee's duties.

ARTICLE VII

HOURS AND OVERTIME

- 7.1 Workweek: The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 7.9. (Education Code §88026)
- 7.1.1 Where operational requirements of a department or division require deviations from the workweek defined in Article 7.1., the manager may, with the approval of Human Resources and CSEA, implement an alternate work schedule (see Appendix N). If an alternate work schedule is implemented, any hours in excess of those scheduled for that day will be considered overtime as defined in Section 7.9.
- 7.1.2 An employee shall not be required to change his/her workweek to include Saturday or Sunday, or both, without his/her written consent. No classified employee shall be assigned to perform services on a Saturday or Sunday if the classified employee objects in writing that the assignment would conflict with his/her religious beliefs or practices. Enactment of this section shall cause no change or disruption in existing work schedules that may already include Saturday or Sunday as regular workdays. (Education Code §88010.5)
- 7.2 Length of Workday: The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours, which shall not be less than four (4) hours per day nor for more than five (5) consecutive days per week.
- 7.3 Changes in Work Schedule: Should an employee's work schedule be changed, the supervisor and/or District shall notify CSEA and the employee, in writing, five (5) business days before said change, except that ten (10) business days notice shall be required where the work schedule change is anticipated, or reasonably should be anticipated, by the supervisor sufficiently in advance to allow the additional notice. Should the District contemplate a permanent change in an employee's work schedule, the District shall notify CSEA and the employee, in writing, twenty (20) business days before the proposed change. These notice requirements may be waived with the concurrence of the employee and CSEA. The District retains the sole right to set work schedules.

- 7.3.1 Any change in work schedule within a single classification, within a department, shall be done on the basis of District seniority, with the most senior employee having the first option to accept or decline, and so on down the seniority list until the shift opening is filled. If none of the employees within the classification agrees to work the schedule, the employee with the least District seniority shall be assigned.
- 7.4 Adjustment of Assigned Time: Any part time employee in the bargaining unit who is required to work consistently thirty (30) minutes or more per day in excess of the employee's regular part-time assignment for a period of twenty (20) consecutive working days or more shall have the employee's regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. (Education Code §88036)
- 7.5 Lunch Period: All employees covered by this agreement shall be entitled to an uninterrupted, except in unusual circumstances, lunch period of no longer than one (1) hour, nor less than one-half (1/2) hour, and it shall be taken at or about the midpoint of each work shift.
- 7.6 Rest Periods:
- 7.6.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each four (4) hour work period, at the rate of fifteen (15) minutes per four (4) hours worked, or a total of thirty (30) minutes at one (1) time scheduled to the mutual convenience of the employees and Supervisors.
- Time from unused rest periods may not be used to lengthen the lunch break or shorten the workday. Also, rest periods may not be applied to any time owed the District that is to be made up. The District shall not owe any compensation to an employee who does not wish to take advantage of the rest periods.
- 7.6.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 7.7 Rest Facilities: The District shall make available a lunch room or rest area for general staff use.
- 7.8 Voting Time Off: If any employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

- 7.9 Overtime: Except as otherwise provided herein, all required overtime hours, as defined in this section, shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee for all work permitted. Overtime is defined to include any time in increments of not less than fifteen (15) minutes worked in excess of eight (8) hours worked in any one day or on any one shift or in excess of forty (40) hours worked in any calendar week, unless when a flex schedule plan is in operation, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time, except as provided in 7.1.1 above.
- 7.9.1 All required hours of overtime, as defined in section 7.9, shall be compensated at the overtime rate, or compensatory time off at the overtime rate.
- 7.9.2 All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1-1/2) times the regular rate of pay or compensatory time off at the same rate, in addition to normal holiday pay. Notwithstanding any other provision of this agreement, employees assigned to work on the Thanksgiving Day, Christmas Day, or New Year's Day holidays may elect monetary compensation for hours worked on the holiday instead of compensatory time.
- 7.9.3 All overtime hours worked and paid for by outside businesses or agencies renting facilities shall be paid in cash.
- 7.9.4 Scheduled overtime shall be rotated equally among employees within the department and classification to the extent possible. Reasonable accommodation shall be made for plans of the employee.
- 7.10 An employee in the bargaining unit may request to take either compensatory time off or cash compensation for overtime work. Such request shall be made to the immediate supervisor at the time the overtime is assigned.
- 7.11 Compensatory Time Off: Compensatory time is time off in lieu of cash compensation for hours worked in overtime status.
- 7.11.1 Compensatory time shall be equal in value to overtime compensation.
- 7.11.2 Compensatory time off in lieu of cash compensation shall be at the option of the District.
- 7.11.3 Compensatory time shall be taken at a time mutually acceptable to the employee and the District.

- 7.11.4 Compensatory time earned should not be accumulated beyond 160 hours, without District approval. The District retains the right to require employees to take earned compensatory time in excess of the 160 hours. Compensatory time in excess of 240 hours will be paid in cash.
- 7.11.5 The employee, upon separation from the District, shall receive payment in cash, paid at the regular rate of pay, for any compensatory time earned, but not yet taken.
- 7.12 Split Shift Differential – Compensation: All employees in the bargaining unit whose assigned shift contains one (1) or more periods of unpaid time whose total exceeds two (2) hours shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for all hours worked. A work schedule that contains a split shift, other than a temporary assignment of less than twenty (20) working days, shall be assigned on the basis of seniority. (Education Code §88183)
- 7.13 Shift Differential – Compensation: Employees whose shift extends past, or begins after 12:00 midnight will receive a five percent (5%) premium for all hours worked between 12:00 midnight and 6:00 a.m. A work schedule that extends past or begins after 12:00 midnight, other than a temporary assignment of less than 20 working days, shall be assigned on the basis of seniority. (Education Code §88183)
- 7.14 Minimum Call-in Time: Any employee called in to work at a time when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement. In addition, the employee shall receive one (1) hour pay to compensate for disruption. Compensation does not begin upon notification but upon commencement of work. Compensation for hours worked does not include travel time to the worksite. The employee is responsible only for the work related to the call-in, and shall not be required to perform other non-related tasks.
- 7.15 Right of Refusal: Any employee shall have the right to reject any offer or request for call-back, on-call, or call-in time, unless such request involves an emergency situation so designated by an appropriate District Officer who is a non-bargaining unit supervisor. Any employee shall also have the right to reject any offer or request for overtime unless the overtime has been scheduled three (3) days in advance or involves an emergency situation so designated by an appropriate District Officer who is a non-bargaining unit supervisor. For purposes of this Article, the word "emergency" is defined as a temporary, unforeseen condition, which, without immediate action, would pose a threat to human life or property.

7.16 10-Month Academic Year Employees:

7.16.1 All "10month employees" will be placed on one of two calendars, both of which guarantee a minimum number of days.

7.16.2 Calendar A: Guarantees 205 minimum days (same start and end dates as faculty)

- 178 work days (which may include but are not limited to fall in-service, spring classified retreat or staff development), to be scheduled by each manager.
- 15 paid holidays
- 12 mandatory vacation days -manager to schedule, with input from the employee.

7.16.3 Calendar B: Guarantees 215 minimum days

- 188 work days, (which may include but are not limited to fall in- service, spring classified retreat or staff development), to be scheduled by each manager.
- 15 paid holidays
- 12 mandatory vacation days -manager to schedule, with input from the employee.

7.17 Less than twelve (12) month employees may voluntarily be scheduled for additional work days, which would be paid on an hourly basis and would not be considered part of the employee's base pay.

7.18 Off-Contract Work: All available off-contract hours of work will be first offered to regular less-than-12-month employees by seniority in that classification, and then to employees who are on the thirty-nine month re-employment list by seniority, as defined in Article XXIV.

7.19 Permanent Intermittent Positions:

7.19.1 Permanent intermittent is a status of employment, rather than a separate classification of employee. Permanent intermittent employees are regular classified employees who are not guaranteed any set number of hours, are not assigned a regular schedule, and who may work on an on-call basis.

7.19.2 Permanent intermittent employees may not work more than 50% of the hours that a regular full-time employee in the same classification may work in any fiscal year (July 1-June 30), although they may work up to eight (8) hours on any given day.

7.19.2.1 Except that this eight (8) hour limitation shall not apply to the classifications of Bus Operator and Athletic Trainer. Only these two positions will be eligible for overtime.

- 7.19.3 Permanent intermittent positions shall not replace regular or part-time positions that would otherwise be used to staff the need. The requesting manager must demonstrate a compelling need to fill a position with a permanent intermittent hire due to the nature, time, duration, and schedule of the duties to be performed.
- 7.19.4 Permanent intermittent positions shall be utilized to ensure that temporary positions are not used to fill on-going staffing needs. The use of permanent intermittent positions does not limit a manager's ability to fill a temporary, substitute, or short-term position.
- 7.19.5 Excluding longevity increase, employees designated as permanent intermittent are entitled to all rights and privileges as regular permanent classified employees, which include, but are not limited to seniority, pro-rated sick leave and vacation leave.
- 7.19.6 Assignment Tracking and Notification Procedure:
- 7.19.6.1 Managers and/or designees responsible to contact permanent intermittent employees regarding available work will keep a log of employee contacts. The log will note the date of the contact, date of available work, and initials of the person calling/emailing/texting (i.e. 9/26/2011, left phone message to work 9/30/2011, by rk) and employee's response. See Permanent Intermittent Employee Tracking form, in Appendix M1.
- 7.19.6.2 After three attempts are made and the employee either 1) refuses work three (3) times or 2) does not respond three (3) times, Human Resources will send Letter #1 (Appendix M2) to the employee by certified mail. Letter #1 gives the employee notice that they must contact Human Resources to remain employed. If the employee does not respond to Letter #1 within 15 days, Human Resources will send Letter #2 (Appendix M3) to the employee by certified mail and the employee will be terminated. Letter #2 gives notice to the employee of the date they will be terminated.
- 7.19.6.3 If the employee responds to the Letter #1, they will be allowed three (3) more refusals or unanswered contacts before Human Resources will send Letter #2 to the employee by certified mail.
- 7.19.6.4 If the employee responds to Letter #2 before their termination date, they will be allowed three more refusals or unanswered contacts before Human Resources will send Letter #2 to them again by certified mail and they will be terminated.

ARTICLE VIII
PAY, BENEFITS (EXCEPT HEALTH BENEFITS), AND ALLOWANCES

8.1 Pay:

8.1.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class, as provided in Appendix C.

8.1.2 Paychecks: All regular paychecks and direct deposits for employees in the bargaining unit shall be accompanied by a voucher itemized to include deductions.

8.1.3 Frequency – Once Monthly: All employees in the bargaining unit shall be paid once per month, on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

8.1.3.1 Annual pay for employees in less than twelve (12) month positions will be based on the number of days assigned. The employee's daily pay rate multiplied by the number of days assigned will equal his/her annual pay, which will be divided into equal monthly installments. Ten (10) month salaries for bargaining unit members employed less than twelve (12) months per year shall be included as part of the Contract under Appendix C, Classified Salary Schedule. If it is necessary for employees in ten (10) month or less than twelve (12) month positions to work outside of their contract dates, they will be paid on an hourly basis at their regular rate of pay

8.1.3.2 Bargaining unit members employed for less than twelve (12) months per year may elect to receive their compensation over a twelve (12) month period. Such payment shall be in accordance with Education Code §88164. This will not increase the total annual amount of compensation received by the employee, only the number of paychecks. Members electing or changing this option may do so once annually and must submit their request to the Office of Human Resources no later than July 15 of each year.

8.1.3.3 Employees working on an hourly basis shall be given a detailed and itemized wage statement. (California Labor Code, §226)

- 8.1.4 Payroll Errors: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued, not later than five (5) business days after the discovery of the error. Errors of overpayment will be corrected by adjustment to the next regularly issued check after the error is detected.
- 8.1.5 Special Payments: Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made and included in the next regular paycheck.
- 8.1.6 Special Payments for Out-of-Class Work: When an employee is required to work out of his/her normal assignment, performing duties of a higher classification, for more than five (5) working days within a fifteen (15) calendar-day period, the salary of the employee will be adjusted upward, for such period as he/she is required to work out of classification. Salary placement for the out-of-class period will be consistent with contract section 16.4.1 (Education Code §88010).
- 8.1.6.1 If employees are required to work in a different classification for a total of twelve (12) months or more in any floating eighteen (18) month period, their position will be reclassified to the new classification, and they will be placed in the position, effective the end of the twelfth month.
- 8.1.6.2 Changes in classification as a result of 8.1.6.1 above will not result in any change in the number of positions, just in the classification(s) of the existing position(s).
- 8.1.7 Lost Checks: Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than ten (10) business days following the employee's reporting of such loss to the Payroll Department.

8.2 Benefits (except Health Benefits):

8.2.1 Exemption From Payment of Enrollment Fees:

- 8.2.1.1 All classified personnel shall be exempt from any fee including but not limited to tuition, books, supplies, and travel expenses levied by the District relating to courses where attendance is requested by the District.

8.2.1.2 Enrollment fees for Delta College classes, except community service classes, shall be paid by the District for classified employees and their dependents as declared to the Internal Revenue Service.

8.2.2 Parking Fees: The District will provide upon request a parking permit each academic year to each member of the classified bargaining unit without charge.

8.2.3 All classified employees and members of their immediate families shall be provided free tickets to all District sponsored athletic events.

8.3 Allowances:

8.3.1 Mileage Compensation During Temporary Assignments: Any employee required to work at a work site on temporary assignment which is more than five (5) miles from the employee's normal work site, shall be compensated for the total mileage difference between the employee's normal work site and the employee's temporary work site at the amount established by the District for reimbursement for mileage, according the Travel and Mileage Policy which is attached as Appendix D.

8.3.2 Automobile Use: The District agrees to make automobiles available to employees who are required in the course of their duties to travel on District business. In order to protect both the employee and the District in such cases, the employee must submit an approved vehicle request slip to the Transportation Department prior to checking out a vehicle. (See Travel and Mileage Policy, Appendix D.) The District shall make a reasonable effort to meet the vehicle safety specifications as set forth in the California Vehicle Code.

ARTICLE IX
EMPLOYEE EXPENSES AND MATERIALS

- 9.1 Uniforms: The District will furnish not more than four (4) uniforms per year, as needed, to employees in the following classes:

- 9.1.1 Health Unit Employees
- 9.1.2 Food Service Personnel
- 9.1.3 Groundskeepers
- 9.1.4 Maintenance Personnel

New employees in the above classifications shall be issued five (5) complete uniforms and one (1) jacket. After the first year, employees will be issued the standard number of uniforms as defined above. Groundskeepers, Custodians and Maintenance personnel will be furnished one jacket to be replaced as needed. Replacement of a jacket shall not reduce the number of uniforms issued. These uniforms shall remain the property of the District and must be worn every day. CSEA shall have input as to the selection of the uniforms.

In addition, the District shall furnish the Maintenance Personnel working in the performing arts with the required badges and emblems. These uniforms shall remain the property of the District.

Coveralls will be made available for use by employees on an as-needed basis.

- 9.2 Tools: The District agrees to provide all tools, equipment and supplies reasonably necessary to Bargaining Unit employees for performance of employee's duties.
- 9.3 Physical Examinations: The District agrees to pay the full cost of any medical examination required as a condition of employment or continued employment.

ARTICLE X
EMPLOYEE BENEFITS

10.1 Preamble:

10.1.1 California's Valued Trust (CVT) is the current provider, but the District and CSEA may negotiate any change in providers without altering this agreement. Any change in classified employees' level or cost of benefits resulting from a change in providers must be negotiated between the District and CSEA.

10.1.2 Within the restrictions of CVT, CSEA will select the plans and corresponding price structure (composite, single plus one, or single plus two dependents) it wishes to offer its classified employees.

10.1.3 Classified employees are required to participate and may not "opt out" of selecting a health benefits plan through the current medical benefit provider (CVT).

10.1.4 Classified employees are eligible to receive benefits beginning the first of the month following thirty (30) days of employment.

10.1.5 Open enrollment for benefits will occur in September of each year of the contract, with benefit changes taking effect on October 1.

10.1.6 Definitions:

10.1.6.1 Eligible Dependents: The dependent eligibility criteria for the various portions of the benefit plans described herein are established by law, by the benefits administrator, currently CVT, and by the service provider, i.e., Blue Cross, Kaiser, VSP, Delta Dental, etc.

10.1.6.2 Age of Medicare Eligibility: The age at which an employee becomes eligible to receive Medicare benefits, as determined by date of birth.

10.2 Active Classified Employees:

10.2.1 Eligibility for Active Classified Employees: The District shall provide a choice of health benefit plans to all classified employees employed for not less than sixty-five percent (65%) of the hours per week constituting a full-time assignment, and their eligible dependents. Benefits will include:

10.2.1.1 Health Insurance and Prescription Drug Coverage via a choice of one or more Preferred Provider Option (PPO) with

a Drug Plan, or Health Maintenance Organization (HMO) options which includes drug plans or coverage.

10.2.1.2 Dental Insurance

10.2.1.3 Life Insurance

10.2.1.4 Vision Care Plan

10.2.1.5 Long-term Disability Plan

10.2.1.6 Employee Assistance Program

10.2.2 New eligible members receive benefits beginning the first of the month following thirty (30) days of continuous employment.

10.2.3 Benefits for Active Classified Employees:

10.2.3.1 Effective October 1, 2021, each benefit eligible employee shall receive an employer healthcare contribution of \$ 26,000 for health, vision, and dental benefits. Beginning October 1, 2022, the employer healthcare contribution shall be calculated using the CVT composite rate structure for the combined cost of the vision, basic incentive dental with prosthodontic rider, and Kaiser 7 or Blue Cross 10D medical plan whichever is more expensive. The annual employer healthcare contribution will be equal to the calculation stated above; however, the contribution shall not exceed 4% over the employer's prior year's contribution.

10.2.3.2 Each active benefit eligible employee shall select a plan and the level of coverage, and the District shall contribute towards the cost of the selected plan up to the amount of the employer healthcare contribution.

10.2.3.3 If the cost of the plan selected by a benefit eligible classified employee is less than the employer healthcare contribution, the classified employee shall receive the difference between the amount of the employer healthcare contribution and the cost of the plan selected as a health insurance credit (HIC). The HIC shall be subject to payroll taxes and is not eligible for calculation of retirement contributions (CalPERS or CalSTRS). Beginning October 1, 2016, the maximum HIC paid to benefit eligible employees shall decrease by a maximum of 4%, consistent with the change to the annual employer healthcare contribution (e.g., if the employer healthcare contribution goes up 2%, the maximum HIC shall

be reduced by 2%; if the employer healthcare contribution goes up 4%, the maximum HIC shall be reduced by 4%).

10.2.3.4 Employees will be able to adjust their health plans during open enrollment and qualifying life events, but the newly calculated HIC as a result of those changes will not exceed the employees' HIC amount prior to the change.

10.2.3.5 A three-year phase out plan of the Health Insurance Credit (HIC) starting with benefit year 21/22 and ending in benefit year 23/24.

- HIC Benefit Year 21/22 – 100%
- HIC Benefit Year 22/23 – 75%
- HIC Benefit Year 23/24 – 50%

The annual health benefit calculation will remain unchanged, and the phase out plan will be based on this same calculation.

10.2.3.6 Eliminate Health Insurance Credit for all employees hired on or after November 1, 2020. New employees will not be eligible to receive a Health Insurance Credit.

10.2.3.7 If the cost of the selected plan(s) is greater than the employer healthcare contribution, the classified employee must pay the difference each month through a payroll deduction.

10.2.3.8 The annual employer healthcare contribution, which is twelve (12) times the monthly contribution defined above, and the corresponding payroll deductions for these benefits will be divided and distributed by the number of months the classified employee works, although the benefits will be received each of the twelve (12) months of the benefit year.

10.2.3.9 Effective October 1, 2007, benefits paid by the classified employee and/or the District will be for the current month, on a pay-as-you-go basis.

10.2.4 Classified employees may individually elect to pay for such benefit costs on a pre-tax basis via payroll deductions through the District's Section 125 Premium Only Plan. Payroll deductions will be made from the classified employee's salary upon written request by the classified employee.

10.2.4.1 Part-time classified employees (both probationary and permanent) not eligible for district-paid benefits may elect to purchase the health benefits identified in 10.2.1 at the employee's expense, provided such purchase is acceptable to the respective carrier.

10.2.4.2 All requirements for changes in plans, deadlines for payment, and plan coverage will be provided to current and future employees who retire at least thirty (30) days prior to the effective dates.

10.2.4.3 Medical Examinations and Tests: All medical examinations and tests for current classified employees requested by the District shall be paid for by the District.

10.3 Continuation of Benefits Upon Retirement for Current Classified Employees: The District agrees the contract language for both Group I and Group II shall include continuing medical benefits upon retirement as defined Groups I and II for active employees who retire from the District and their eligible dependents. Dependent shall be defined as spouse or domestic partner, dependent natural or adopted child, stepchild, child of domestic partner and/or legal guardianship of minor child. Over age dependents (26 years of age and older) must meet the eligibility requirements and age limits of the current third party administrator and plan providers. Verification of dependency will be required. (i.e.: marriage license, domestic partnership certification, birth certificate, etc.).

10.3.1 Group I:

10.3.1.1 Hire Dates and Service Criteria: Group I includes classified employees who were employed prior to November 23, 1987 and have twenty (20) years of continuous district service immediately preceding their retirement under CalPERS.

10.3.1.2 Benefits Upon Retirement: Group I classified employees are eligible for continuing medical benefits (including prescription drug plan), dental, life insurance, vision, long-term disability, and Employee Assistance Program coverage after their retirement from the District. These classified employees may continue to be employed by the district until they choose to retire. Upon retirement, the level of medical benefits during retirement shall be the same as if they retired on September 30, 2006, and the cost of premiums shall be borne by the district.

10.3.2 Group II:

10.3.2.1 Hire dates and Service Criteria: Group II includes active classified employees who do not meet the eligibility criteria of Group I, and who were continuously employed by the District prior to June 30, 2007.

10.3.2.2 Current classified employees hired between November 24,

1987 and June 30, 2007 must have twenty-two (22) years of continuous district service immediately preceding their retirement under CalPERS to be eligible to receive medical benefits upon retirement.

10.3.2.3 Benefits upon retirement: Group II:

10.3.2.3.1 Upon Retirement, Classified employees who meet the Group II eligibility criteria are eligible for continuing retiree medical (including prescription drug plan), retiree dental, retiree life insurance, retiree vision, and Employee Assistance Program coverage. Retirees shall select from the medical plans that are available to active employees.

Group II retirees will continue to receive the same annual employer healthcare contribution as a current active employee allocated on a monthly basis. If the cost of the medical dental and vision plans selected by the retiree is greater than the monthly employer healthcare contribution, the retiree is responsible for any additional cost of the plan on a monthly basis.

10.3.2.3.2 Retired employees in Group II who have reached the age of Medicare eligibility are required to enroll in Medicare. Retirees will receive a Medicare carve out plan from the benefit plans that are available to the active employees which maintains the level of Medicare benefits to the level of the active employees. The total level of benefits provided to any retiree by the District in Group II will not exceed the level of benefits provided to an active employee.

10.3.2.3.3 If the cost of the plan selected is less than the annual employer healthcare contribution, the amount of the difference shall be applied to a fund designated for retiree medical benefits.

10.3.3 Group III:

10.3.3.1 Hire dates and service criteria: Group III includes active classified employees who do not meet the eligibility criteria

of Group I or II, and who began their continuous employment with the District after June 30, 2007.

10.3.3.2 Benefits upon retirement: Group III classified employees who begin their continuous employment in a benefited position with the District after June 30, 2007, will be eligible for active classified employee health benefits during their employment, but will not be eligible for continuing medical benefits from the district upon retirement.

10.3.3.3 Upon completion of five (5) years of service to the District, any employee retiring under PERS will have the option to purchase at District cost all or any portions of the health benefits described in Article X being offered by the District to active employees, providing such purchase is acceptable to the respective carrier.

10.3.3.4 Current and future classified employees who retire after June 30, 2007, and who are either eligible to be covered by Medicare or who are not eligible for continuing health benefits upon retirement will have access to available supplemental health plans at District rates for themselves and their eligible dependents. The cost for this coverage will be borne exclusively by the retired classified employee and/or their dependents.

10.4 Duration of Benefits: The benefits provided in this Article shall remain in effect without interruption during the term of this Agreement.

10.4.1 If a classified employee desires insurance coverage to continue during periods of unpaid leaves of absence from the District the classified employee may pay the premiums on insurance benefits monthly in advance or elect coverage pursuant to COBRA. Unpaid leaves are to be considered an interruption-not a break in service.

10.4.2 COBRA continued health plan coverage would be provided in accordance with the provisions listed in Appendix H.

10.4.3 A year of service will be that period determined by the California Public Employees' Retirement System as constituting a year.

10.5 Surviving Spouses:

10.5.1 Active Employees: Should a classified employee die while under contract to the District, the surviving spouse shall be entitled to continued coverage under the benefits described in this Article,

provided that the surviving spouse notifies the District of his/her election to continue coverage within a thirty (30) day period after the death of the classified employee. The surviving spouse shall pay the monthly premium in advance for the continued coverage on a month-to-month basis.

- 10.5.2 Retired Employees: The employment benefits as detailed in this Article will be offered to the surviving spouses of retired classified employees (who were qualified for the continuation of such benefits upon retirement) at the same rate and cost as is charged to the District. The surviving spouse must notify the District of his/her election to continue the coverage within a thirty (30) day period after the death of the retired classified employee. The District will not contribute an employer healthcare contribution for the coverage of surviving spouses.

ARTICLE XI

HOLIDAYS

- 11.1 Scheduled Holidays: The District agrees to provide all employees in the Bargaining Unit with the following paid holidays during the term of this Agreement:
- 11.1.1 New Year's Day (January 1)
 - 11.1.2 Martin Luther King, Jr. Day
 - 11.1.3 Lincoln Day
 - 11.1.4 Washington Day -- Third Monday in February
 - 11.1.5 Cesar Chavez Day (March 31)
 - 11.1.6 Spring Vacation Day -- Friday of Spring Recess Week
 - 11.1.7 Memorial Day -- Last Monday in May
 - 11.1.8 Juneteenth (June 19)
 - 11.1.9 Independence Day (July 4)
 - 11.1.10 Labor Day -- First Monday in September
 - 11.1.11 Veteran's Day (November 11)
 - 11.1.12 Thanksgiving Day -- Thursday proclaimed by the President (Generally the fourth Thursday in November)
 - 11.1.13 Friday following Thanksgiving Day
 - 11.1.14 Christmas Eve (December 24)
 - 11.1.15 Christmas Day (December 25)
 - 11.1.16 Day after Christmas (December 26)
 - 11.1.17 Day before New Year's Day (December 31)
- 11.2 Additional Holidays: Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, which is a paid holiday for state or federal employees shall be a paid holiday for all employees in the bargaining unit. Any day declared a holiday by the Governing Board under Education Code, §79021 or §79022, shall be a paid holiday for all employees in the bargaining unit.
- 11.3 Holidays on Saturday, Sunday, or Other Days Off:
- 11.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday. Except in the summer months of June and July CSEA will follow the approved Board of Trustees Academic calendar.
 - 11.3.2 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article nor gain any additional holidays not indicated in this Article.

- 11.3.3 When a holiday falls on an employee's regular day off other than Saturday or Sunday the employee shall be provided a holiday on the work day either previous or subsequent to the holiday. The substitute holiday shall be determined by agreement between the employee and his or her supervisor. If the employee and supervisor are unable to agree on a substitute holiday, the determination shall be made by the Vice President of Human Resources and Risk Management.
- 11.4 Holiday Eligibility: Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding and succeeding the holiday to be paid for the holiday.
- 11.5 Number of Holidays: In any one (1) year, the number of holidays shall always equal the number of days set forth in Section 11.1 (i.e., there shall always be seventeen (17) paid holidays regardless of any fluctuations of the calendar from year to year).
- 11.6 Employees in less than twelve (12) month positions who work during the summer, outside of their contract period, shall receive holiday pay for holidays that occur during the period they work.
- 11.7 All holidays are eight (8) hours of regular pay for full-time employees, with part-time employees paid on a prorated basis. Employees working an alternative work schedule may use compensatory leave or vacation time to offset the eight (8) hours of holiday pay when holidays occur on scheduled work days which consist of more than eight (8) hours. Employees working an alternate work schedule who do or do not have compensatory leave/vacation hours available for offsetting may revert to a standard eight (8) hour day/forty (40) hour work week during the week in which the holiday falls.

ARTICLE XII

VACATION PLAN

- 12.1 Eligibility: All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, July 1 – June 30.
- 12.2 Vacation: No vacation shall be granted during the first six (6) months of employment; however, on successful completion thereof, vacation time shall be allowed for time of service including the probationary period. Under certain circumstances and only for the convenience of the department, a vacation may be granted an employee during the probationary period. In the event said employee leaves the service of the District before completing the probationary period, the amount of money paid during the unearned vacation shall be deducted from the final check.
- 12.2.1 Full-time employees who are employed for twelve (12) months in any fiscal year shall be entitled to 120 hours vacation with full pay. Vacation is computed at ten (10) hours for each calendar month of service in which more than one-half (1/2) of the month's normal working hours (87) have been in paid status. Individuals employed for less than eight (8) hours per day or forty (40) hours per week on a twelve (12) month basis or for less than a full fiscal year shall be entitled to a proportionate number of vacation hours.
- 12.2.1.1 Less than twelve (12) month employees who work outside of their contract period, shall accrue additional vacation leave for the additional period worked at the rate specified in 12.2.1.
- 12.2.1.2 Less than twelve (12) month employees may use accumulated vacation days at any time during the year (subject to approval provisions of the contract), including periods of time outside their work schedule (i.e., summer), provided they are not already working hourly during the requested vacation time.
- 12.2.2 After an employee has served in the District for ten (10) consecutive years, he/she shall be entitled to 160 hours vacation per year with full pay, which shall accumulate at the rate of 13.34 hours for each calendar month in which more than one-half (1/2) of the month's normal working hours eighty seven (87) have been in paid status. Individuals employed for less than eight (8) hours per day or forty (40) hours per week on a twelve (12) month basis or for less than a full fiscal year shall be entitled to a proportionate number of vacation hours.

- 12.2.3 Vacation shall not be taken by an employee before it has been earned by service to the District. Exceptions may be granted at the convenience of the department or division head upon the approval of the Vice President of Human Resources and Risk Management
- 12.2.4 Requests for vacation from classified employees shall be submitted for approval to the immediate supervisor two (2) weeks prior to the requested vacation, except when used for personal necessity leave as provided in Section 13.11.1.15. The immediate supervisor shall have five (5) business days to respond to the vacation request.
- 12.2.5 If the District intends to close for Winter Recess, ninety (90) days' notice shall be given to CSEA and the San Joaquin Delta Chapter 359. Employees shall have the option of taking compensatory time, leave without pay, or vacation during this time.
- 12.2.6 A classified employee who resigns, retires, is dismissed, or whose position is terminated, and who had earned vacation time credit, shall be paid at the regular rate for such vacation at the time earned upon such resignation, retirement, dismissal or termination. Cash payment for accumulated vacation shall be paid at the employee's current salary rate. An employee who resigns, retires, is dismissed or terminated, and who has taken unearned vacation shall have that amount deducted from the final paycheck

12.3 Vacation Accumulation Limits:

- 12.3.1 Employees Hired After July 1, 2005: Employees hired after July 1, 2005 may accumulate a maximum of 320 vacation hours. The Office of Human Resources shall monitor vacation balances and notify the employee, in writing, once the employee has accumulated 240 hours. When an employee has accumulated 240 hours of vacation time, he/she shall work with the Vice President of Human Resources and Risk Management and the employee's immediate supervisor to develop a vacation balance reduction plan to ensure that the employee does not accumulate more than 320 hours. If the employee has not been permitted to take the requested vacation time, any vacation time in excess of 320 hours shall be paid in cash.
- 12.3.2 Employees Hired Prior to July 1, 2005: Employees hired prior to July 1, 2005 who have accumulated in excess of 320 hours of vacation time will have three years from the date of the execution of this Agreement to bring their accumulated vacation balance, including additional vacation earned over the three year period, to 320 hours or less. The employee may elect as part of this three year reduction period, once every fiscal year, to receive monetary compensation in

lieu of using accrued vacation. The number of hours to be sold back may not be greater than one-half (1/2) of the employee's accumulated balance. Once the employee's accumulated vacation balance has been reduced to 320 hours or below, the provisions of section 12.3.1 will apply.

12.4 Vacation Pay: Pay for vacation hours for all bargaining unit employees shall be the same as that which the employee would have received had the employee been in a working status.

12.5 Vacation Postponement:

12.5.1 If an employee's vacation becomes due during a period when the employee is on leave due to illness or injury, the employee may request a change of vacation date and the district shall grant such request in accordance with vacation dates available at that time.

12.5.2 If for any reason a bargaining unit employee does not take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use in the following year, subject to the limitations in section 12.3 of this Article.

12.5.3 When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

12.6 Vacation Scheduling:

12.6.1 Vacation shall be scheduled at times requested by employees, as far as possible, within the District's work requirements. Earned but unused vacation days may be taken for urgent, unforeseen circumstances upon approval by the appropriate administrator or the Vice President of Human Resources and Risk Management.

12.6.2 If there is any conflict between employees who are working on the same or similar operations as to when vacation shall be taken, the most senior employee shall be given preference.

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

ARTICLE XIII

LEAVES

- 13.1 Jury Duty: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The time-off shall equal the time served with an allowance for reasonable travel time. The employee shall deposit with the Cashier, checks received from the judicial system. Any meal, mileage, or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
- 13.2 Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 13.3 For the purposes of this Article, "Members of the immediate family" means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or spouse or domestic partner, stepmother, stepfather, stepchildren or any relative living in the immediate household of the employee (Education Code §88194)
- 13.3.1 For purposes of Section 13.10, Personal Necessity Leave and Section 13.13, Bereavement Leave only, the term "spouse" shall be defined to include Domestic Partnership registered with the State of California or other state recognizing Domestic Partnerships.
- 13.3.2 The District agrees to comply with the provisions of the Domestic Partner Rights and Responsibilities Act. A Domestic Partner shall be defined as stated in Family Code §297 & §297.5. The District agrees to comply with any expansion of benefits to members provided by the health care provider, currently California's Valued Trust.
- 13.4 Leave for Illness or Injury:
- 13.4.1 A classified employee employed forty (40) hours a week is entitled to eight (8) hours of sick leave for each month of employment during the college year for illness or injury, without loss of pay, cumulative indefinitely. An employee must be in paid status for more than one-half (1/2) of the month's normal working hours in order to qualify for sick leave credit for that month. (Education Code §88191)
- 13.4.2 A classified employee employed less than forty (40) hours per week shall be entitled to that proportionate amount of sick leave as the number of hours he/she is employed per week bears to forty (40). Sick leave for all part-time employees will be computed and charged on an hourly

basis. When such person is employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of sick leave to which he/she is entitled. (Education Code §88191)

- 13.4.3 Sick leave entitlement for any current year is based on the length of service, and a person who serves only a portion of the year shall be entitled only to the proportionate amount of sick leave earned. Any person who terminates his/her employment during the year and who has been absent because of illness or injury for a longer period of time than he/she would be entitled to because of length of service shall have the amount of the overpayment deducted from his/her last paycheck.
- 13.4.4 Except for new employees of the District, credit for sick leave for any current year need not be earned prior to taking such leave, and such leave may be taken at any time during the year. New employees of the District shall be eligible to take six (6) days, or a proportionate amount of sick leave during the first six months of active service with the District. (Education Code §88191)
- 13.4.5 Less than twelve (12) month employees may take sick leave at any time during the year, including off-contract periods (i.e., summer), provided they are scheduled to work.
- 13.4.6 Employees are permitted to use sick leave for physical examinations, illness, injury, or medical conditions. The employee may also use his/her sick leave to attend to family members as defined in Section 13.3.
- 13.4.7 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 13.4.8 Absences to secure health services will be charged to sick leave on an hourly basis. Non-emergency absences must have prior approval of the appropriate administrator or department head.
- 13.4.9 A statement from a qualified physician verifying the employee's absence due to illness or injury may be required by the Office of Human Resources on the third (3rd) consecutive day of absence or longer, except when the employee has exhausted all earned sick leave, then a verifying statement may be required at any time.
- 13.4.10 Any sick leave benefits earned but unused on the date of termination for any cause shall not be paid to the employee in cash. It is possible that unused sick leave may be applied to retirement credit in accord with applicable law.

13.4.11 Any employee who has accrued a minimum of 800 hours of sick leave on June 30 of any year, will be entitled to eight (8) additional hours vacation leave to be added to accrued vacation leave on July 1.

13.5 Supplemental Sick Leave: When a permanent employee is absent from duty on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment, the employee shall be credited with sufficient additional sick leave which, when added to regular earned sick leave, shall not be less than 100 working days. Such additional sick leave shall be exclusive of any other paid leave and will be compensated at not less than fifty percent (50%) of the employee's regular salary. The five-month period shall commence on the first (1st) day of illness or accident for classified employees. (Education Code §88191 - §88196)

13.5.1 Total full pay and supplemental sick leave shall not exceed 100 working days in any one fiscal year or for any one illness. Employees who are on supplemental sick leave basis shall not be entitled to the sick leave, holiday, or vacation benefits granted permanent employees.

13.6 Catastrophic Illness and Injury: Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which requires the employee to take time off from work for an extended period of time to care for that family member. (Education Code §87045)

When due to a catastrophic illness or injury an employee has exhausted all paid leaves (regular sick leave, accumulated compensatory time, vacation, or other available paid leave), he/she may make a request for donated sick leave through the Office of Human Resources. The Office of Human Resources will issue a notice of the request through electronic mail and establish a reasonable deadline for donations. Employees may donate sick leave by providing notice to the Office of Human Resources.

13.6.1 Donated sick leave shall be converted for utilization on an hourly basis, meaning the recipient shall be paid at his/her regular rate of pay. Donations shall be distributed by chronological date of donation. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor.

- 13.6.2 Employees may donate eligible leave credits. Eligible leave credits mean sick leave and vacation leave accrued by the donating employee.
- 13.7 Leaves of absence shall be granted to eligible employees in accordance with governing Federal and State laws. Leaves may include but are not limited to Family and Medical, Pregnancy Disability, Military, Jury/Witness, Bereavement, and other applicable leaves (see Appendix J). Mandated leaves will run concurrently where allowed. Use of accrued sick leave will be required where permissible. The District shall continue to provide health benefits for covered employees as mandated by State and Federal leave regulations.
- 13.8 Leaves of Absence for Industrial Accident and Illness: All permanent classified employees shall be eligible for the benefits provided by Education Code §88192, as follows:
- 13.8.1 Allowable leave shall be for sixty (60) working days in any one (1) fiscal year for the same accident or illness.
- 13.8.2 Allowable leave shall not be accumulated from year to year.
- 13.8.3 Industrial accident or illness leave of absences will commence on the first day of absence.
- 13.8.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
- 13.8.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 13.8.6 When an Industrial accident or illness occurs at a time when the full 60 days will overlap into the next 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 for the same illness or injury.
- 13.8.7 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code §88191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if an employee is receiving worker's compensation, the employee shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensatory time, vacation or other available leave

which, when added to the worker's compensation award, provides for a full day's wage or salary.

- 13.8.8 The Board of Trustees may provide for additional leave of absence, paid or unpaid, as it deems appropriate.
- 13.8.9 Periods of approved leaves of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 13.8.10 During all fully paid leaves of absence, whether industrial accident leave, sick leave, vacation, compensatory time off or other available leave provided by law or the action of a Governing Board, the employee shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 13.8.11 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the classification of the previous assignment over all other candidates except for candidates on the list established because of a lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.
- 13.8.12 An employee who has been placed on a reemployment list, as provided above, who has been medically released for return to duty will be offered an assignment to a vacant position for which he/she is qualified in the same classification or in a classification of an equal or lower salary range in which he/she has passed a probationary period. If the employee accepts the assignment to the lower classification the employee shall remain on the reemployment list for an additional twenty-four (24) months. The employee shall be offered placement in his/her prior classification when a vacant position becomes available until the total time expires on the list not to exceed sixty-three (63) months. If an employee fails to accept employment in an equal assignment the employee will be dismissed.

13.9 Break in Service: No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

13.10 Personal Necessity Leave:

13.10.1 An employee may use, at the employee's election, not more than seven (7) days of accumulated sick leave benefits in a fiscal school year in the following cases of personal necessity. The employee requiring a leave under this section shall verify by a signed statement that he/she has taken a leave for one of the reasons listed as permissible under this section. Whenever possible, advance notification of any personal necessity leave under this section shall be given.

13.10.1.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 13.14 of this contract.

13.10.1.2 Accident, involving the employee's person or property, or the person or property of a member of the employee's immediate family, as defined in Section 13.3 of this contract.

13.10.1.3 Judicial Leave for any necessary court or agency appearance, except as a party or subpoenaed witness in an action against the District, consistent with Education Code §88207.

13.10.1.4 Death of a member of the family not considered as immediate family, i.e., aunt, uncle, brother-in-law or sister-in-law.

13.10.1.5 For the birth of their child.

13.10.1.6 When employee's attendance is required for adoption proceedings.

13.10.1.7 To take any advance educational degree examination.

13.10.1.8 To get married.

13.10.1.9 To attend marriage of son or daughter.

13.10.1.10 To attend high school or college graduation for self, spouse, domestic partner, son, or daughter.

- 13.10.1.11 When ordered to appear before a local, state or federal agency.
- 13.10.1.12 To transact personal business before a local, state or federal agency.
- 13.10.1.13 In a situation which makes it impossible for an employee to get to the work location due to a natural disaster as declared by the Superintendent/President, the Governor of California or the President of the United States, the employee may use up to three (3) days personal necessity leave for this purpose.
- 13.10.1.14 Two (2) days per year, of the existing allowed days for compelling personal importance may be used for personal necessity as determined by the employee.
- 13.10.1.15 After all sick leave or personal necessity leave is exhausted, an employee may use accumulated vacation leave for personal necessity as provided in this section.

13.11 Additional Leave for Non-Industrial Illness or Injury: A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory time, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six-month periods or such lesser leave periods that it may provide, but not to exceed a total of eighteen (18) months.

13.11.1 An employee, upon ability to resume the duties of a position within the class to which the employee was assigned, may do so at any time during the leave of absence granted under this section and time lost shall not be considered a break in service. The employee shall be restored to a position with all the rights, benefits and responsibilities of a permanent employee. If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months.

13.11.2 At any time, during the prescribed thirty-nine (39) months the employee is able to assume the duties of the employee's position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. The employee's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Education Code §88117, in which case the employee shall be ranked according to the employee's proper seniority.

Upon resumption of the employee's duties, the break in service shall be disregarded and the employee shall be fully restored as a permanent employee. (Education Code §88195)

13.12 General Leaves: When no other leaves are available, a leave of absence may be granted to an employee on an unpaid basis at any time upon any terms acceptable to the employee, the supervisor, and the Vice President of Human Resources and Risk Management.

13.12.1 If the employee is dissatisfied with the supervisor's and Vice President's decision, an appeal may be filed with the Superintendent/President within five (5) business days of notice of the manager's decision. The Superintendent/President shall respond in writing to the employee and the supervisor within five (5) business days of receipt of the appeal.

13.12.2 If the employee is dissatisfied with the Superintendent/President's decision, the employee may file, within five (5) business days of the written decision of the Superintendent/President, a request for review by the Board of Trustees and a written response to the Superintendent/President's decision.

13.12.3 Within five (5) business days of receipt of the written response of the employee, the Superintendent/President may submit a written rebuttal for review by the Board. Within five (5) business days of receipt of the Superintendent/President's rebuttal, if any, the employee may submit a rebuttal for review by the Board.

13.12.4 The Board will review:

- (a) the Superintendent/President's written decision including the reasons for the decision,
- (b) the employee's written response to the Superintendent/President's decision,
- (c) the Superintendent/President's written rebuttal to the employee's response,
- (d) the employee's written rebuttal to the rebuttal of the Superintendent/President.

The Board will not receive any additional information regarding rendering their decision on the leave request, except as the Board may request. After reviewing all material presented, the Board may accept, reject, or modify the Superintendent/President's decision. This decision shall be made by the Board of Trustees in a timely manner. The decision of the Board shall be final.

- 13.13 Leave for Death in the Immediate Family (Bereavement): Classified personnel are entitled to be absent up to three (3) days (up to five (5) days if one way travel of 300 miles or more is required) for the death of any member of the employee's immediate family as defined in section 13.3. No deduction shall be made from the salary of such employee on account of such leave of absence.
- 13.14 Absence Due to Quarantine: Classified employees shall receive salary in full when temporarily quarantined by city or county health officials. (Education Code §87765)

ARTICLE XIV
PROFESSIONAL GROWTH AND DEVELOPMENT

- 14.1 Professional Growth and Development Program: Effective July 1, 2019, the District shall promote a Professional Growth and Development program. The program shall include funding opportunities for professional growth and development for eligible CSEA bargaining unit members in accordance with the provisions of this Article.
- 14.1.1 Professional Growth and Development Committee: The Professional Growth and Development Committee (PGDC) shall be comprised of two managers, three CSEA representatives, and a representative from Human Resources. The purpose of this committee is to review the requests for Professional Development funding and/or an alternate work schedule.
- 14.1.2 Eligibility: Permanent bargaining unit members assigned 0.5FTE or greater shall be eligible to apply for and participate in approved professional growth and development opportunities designed to improve performance and to provide training to gain new skills and abilities related to their current assignment, to broaden their opportunity for promotion, or absorption into other classifications.
- 14.2 Procedures for Application and Award of Funds/Alternate Work Schedule:
- 14.2.1 Eligible bargaining unit members shall complete the Request for Professional Growth and Development Form (Appendix L), to receive Professional Growth and Development funds and/or to participate in professional growth and development activities requiring an alternate work schedule. Documentation must be submitted with the Request Form verifying costs associated with the professional growth activity.
- 14.2.2 The completed form must be reviewed and completed within 5 working days by the immediate supervisor of the eligible bargaining unit member making the request prior to submission to the PGDC.
- 14.2.3 The PGDC shall meet within 10 working days after receiving the PGD Form to review requests to ensure the eligibility criteria are met and also to consider the supervisor's feedback.
- 14.2.4 The PGDC shall make awards of professional growth and development funds on a first come/first served basis until the Professional Growth and Development Fund is depleted.

- 14.2.5 Approved Awards will be processed within 15 working days.
- 14.2.6 Employees shall submit receipts, with a completed Travel Claim form upon completion of the professional development activity funded by the Professional Growth and Development Funds. Failure to submit receipts may result in the employee reimbursing the Professional Growth and Development Fund.
- 14.2.7 The maximum amount to be awarded during the term of the program is \$37,500.00; the maximum amount that shall be awarded to an individual employee for the term of the program shall be \$1,500.
- 14.3 Funds not allocated by PGDC shall be added to the following Fiscal year allotment.
- 14.4 The District shall provide District-paid enrollment fees at San Joaquin Delta Community College for classes taken by bargaining unit members.
- 14.5 Educational Incentive:
 - 14.5.1 Effective Fall 2006, bargaining unit members who possess or thereafter obtain an Associate or Bachelor's Degree shall receive an annual stipend in the amount of one hundred dollars (\$100.00) for an Associate degree and two hundred dollars (\$200.00) for a Bachelor's degree provided that the degree is not a minimum requirement for the position and that the degree is from an accredited institution.
 - 14.5.2 Documentation must consist of official transcripts mailed directly to the District's Office of Human Resources by the granting institution. Each employee is solely responsible for requesting and arranging for the payment of the official transcript.
 - 14.5.3 Stipend adjustments will be made only once per year in the Fall Semester. Official transcripts verifying the granting of the degree must be on file with the Office of Human Resources by August 15 in order for a stipend to be effective that current September.

ARTICLE XV

RECLASSIFICATION, CLASSIFICATION, AND ABOLITION OF POSITIONS

15.1 Every Bargaining Unit position shall be placed in a class as determined by the Point Factor System (See Appendix K):

15.1.1 A reclassification is defined as the upgrading of a position to a higher class as a result of a permanent and substantial increase of the duties and/or responsibilities required of the position. Volume of work is not considered as a reason for a reclassification.

15.1.2 Creation of a new classification occurs as a result of a request for reclassification, restructuring of a position, department reorganization, or other operational need. The process for review of the job description and placement on the salary schedule is described in 15.2 and Appendix K.

The Classified Classification & Reclassification Committee (CCRC) considers the following: (1) proposed reclassifications within existing classifications, (2) any changes in the job description of a classification, (3) establishment of a new job classification, including the corresponding job description and salary range as determined using the Point Factor System, (4) a change in job title, and (5) abolishment of an existing classification.

15.1.3 The CCRC shall consist of three (3) administrators and three (3) classified staff members. Classified staff members serving on the CCRC will be appointed by CSEA. All recommendations of the CCRC, which are in the scope of bargaining as defined in legislation and this agreement, shall be negotiated.

15.2 Classification and Reclassification Process: CSEA or the District may propose a reclassification at any time during the life of this Agreement for any existing position. (See Appendix K)

15.2.1 Requests for reclassification or new classifications may be submitted by management or the bargaining unit member. A copy of the request, which consists of a completed Reclassification Form and Job Analysis Questionnaire (JAQ), shall be submitted to Human Resources and CSEA to ensure timely review and analysis of the request. The request shall be processed consistent with the procedures established in Appendix K.

- 15.2.2 Once in any twelve (12) month period, a bargaining unit member may submit a request for reclassification, including the possible establishment of a new classification, directly to HR for analysis and submission to the CCRC.
- 15.2.3 The recommendations of the CCRC will be reviewed by CSEA and the District for final determination. Negotiated agreements resulting in a establishing a new classification or change in salary will be forwarded to the Board of Trustees for approval.
- 15.3 Incumbent Rights: When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions in their status as of the reclassification, i.e., permanent or probationary.
- 15.4 Downward Adjustment: Except as negotiated, any downward adjustment of any position or class of positions shall not be considered a demotion.
- 15.5 Abolition of a Position or Class of Positions: If the District proposes to abolish a position or a class of positions for lack of work or lack of funds, the District shall notify CSEA in writing and the parties shall meet and negotiate all matters within the scope of representation.
- 15.6 The Classified Classification and Reclassification Request Form, Point Factor Guide and Point Factor Scoring Sheet, are included as Appendix K.

ARTICLE XVI

TRANSFERS AND PROMOTIONS

16.1 Transfers: Classified employees are eligible to file a written transfer request for consideration for any vacancy which is within the employee's current classification. Lateral Transfer is the movement from one (1) District department or a District Satellite campus to another within the same classification.

16.1.1 Transfer requests are subject to the following conditions:

16.1.1.1 Requests for transfer must be submitted on a District Application Form and clearly marked on the first or cover page "Transfer Requested." The application may be accompanied by any additional information the employee desires to submit.

16.1.1.2 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment.

16.1.1.3 A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.

16.1.1.4 Only transfer requests from employees meeting all position requirements will be considered for any vacancy. Employees occupying a permanent full-time or part-time position in any classification shall be deemed qualified, for purposes of transfer, for any other position in the same classification.

16.1.1.5 The transfer must be approved by the area Vice President upon recommendation of the immediate supervisor of the vacant position to which the employee is requesting transfer.

16.1.1.6 A decision will be made on all transfer requests prior to consideration of outside applicants for the position. All internal candidates applying on a transfer basis will be considered and interviewed. If not selected for the position, the employee may request feedback and the hiring manager will provide constructive feedback, including the basis for non-selection.

16.1.1.7 Nothing in this Section shall be construed as intending to prevent or discourage any employee from applying or being considered through the regular selection process for any advertised vacancy

16.1.2 Release Dates: Typically, upon Board approval of a position, an employee will provide two (2) weeks notice to their manager prior to beginning a new position for which they are either transferring or promoting. The effective date of a transfer may be extended up to thirty (30) calendar days beyond the Board approval date with the concurrence of the acquiring and releasing manager, and the classified employee.

16.1.3 Probationary employees are ineligible to apply for transfers in their classification. Any employee may apply for a promotion, defined as an increase in the rate of pay, at any time. Probationary employees have return rights only to classifications in which they have successfully passed a probation period. A classified employee's initial probationary period is eight (8) months in the position. Upon promotion, probationary periods are three (3) months in length.

16.1.4 The decision regarding the transfer of employees is solely the responsibility of the District, except as provided in this Article.

16.2 District Initiated Lateral Transfer/Involuntary Transfer:

16.2.1 The District may initiate an involuntary transfer. A District initiated lateral transfer shall be considered and based upon one or more of the following criteria:

- (a) Drop in enrollment;
- (b) Redistribution of categorical or project funds;
- (c) Welfare of students or other employees;
- (d) Instructional/staffing needs;
- (e) To conform to the requirements of the Americans with Disabilities Act (ADA);
- (f) A sufficient and documented personality conflict at the work site;
- (g) The need for a bargaining unit member with special skills specifically necessary to a particular work site.

- 16.2.2 Upon written request to the Human Resources Office, employees may also request a conference regarding the reasons for a District initiated lateral transfer. A CSEA representative may accompany the employee to the meeting. CSEA or the employee may request his/her current supervisor be present. CSEA or the employee may request the specific reasons for the transfer be set forth in writing. Such written response shall be provided within five (5) working days.
- 16.2.3 Any involuntary transfer within a single classification, within a department, shall be done on the basis of District seniority, with the most senior employee having the first option to accept or decline, and so on down the seniority list until the opening is filled. If none of the employees within the classification agrees to transfer, the employee with the least District seniority shall be assigned. A bargaining unit member shall not have his/her assigned hours reduced, or shift changed, as a result of the District initiated transfer, without mutual agreement and concurrence of the District, the bargaining unit member and CSEA.
- 16.2.4 Any employee transferred on an involuntary basis shall also be placed on a preferred transfer list to their original work site for a period not to exceed thirty-nine (39) months. Preferred transfer employees shall be considered for positions prior to lateral transfers not transferred involuntarily.
- 16.2.5 Any employee transferred on an involuntary basis shall receive mileage compensation for a period of forty-five (45) calendar days from the effective date of the transfer. The mileage will be based on the distance from the original work site to the new location, or the employee's home to the new work site, whichever is less.
- 16.2.6 In the event that circumstances require that a bargaining unit member be transferred on an involuntary basis, the bargaining unit member and CSEA shall be informed of the reason(s) in writing prior to such action and shall be given at least twenty (20) working days notice prior to the involuntary transfer effective date. These notice requirements may be waived with the concurrence of the employee and CSEA.

- 16.3 Medical Transfers: The District may give alternate work when available to an employee who has become medically unable to perform satisfactorily his/her regular job class duties. The alternate work may constitute a reduced work schedule, demotion, or lateral transfer to a related class, but action shall be taken only by mutual agreement with CSEA and concurrence of the employee.

If the employee becomes medically able to perform satisfactorily his/her former duties, the employee shall have the right to return to his/her former position if available. If unavailable, the employee shall be offered an alternate assignment in the same classification when a position becomes available.

- 16.4 Promotions: Classified employees are encouraged to apply for any advertised vacancy for which they meet minimum qualifications. The District encourages upward mobility for its classified staff within the context of attempting to employ the best qualified individual for any position. When applicants are judged to have equal qualifications, the hiring manager will be encouraged to give preference to internal candidates. The filing of a request for promotion is without prejudice to the employee and shall not jeopardize the employee's present assignment. An application for promotion may be withdrawn by the employee in writing at any time prior to official notification of promotion. If not selected for the position, the employee may request feedback and the hiring manager will provide constructive feedback.

16.4.1 Salary Placement: When an employee is promoted, the employee shall be assigned to a step in the salary range of the new classification which represents an increase of at least five percent (5%) above the employee's current base (i.e., exclusive of longevity increases) salary before the promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum base salary allowable for that classification. Such placement may result in an increase of less than five percent (5%).

16.4.2 Probation: When an employee has permanent status and is promoted, the employee will be considered probationary in the new position for a period of three (3) months, during which time, the employee will retain permanent status in his/her previous permanent classification. A performance evaluation shall be completed by the employee's immediate supervisor prior to the end of this probationary period. If, during the probationary period, the District decides not to retain the employee in the new position, or the employee does not desire to remain in the new position, the employee shall be returned to a position in the employee's permanent classification.

16.4.3 Release Dates: Classified employees promoting to new positions will provide their manager two (2) weeks' notice. Promotions held beyond two (2) weeks of the Board approval date may be extended up to thirty (30) calendar days with agreement of the acquiring and releasing manager. In such cases, the employee will receive the new rate of pay after two (2) weeks, and the releasing manager will pay for the change in salary during the interim period.

- 16.5 Temporary Appointments: The District agrees to encourage management to provide an opportunity for qualified bargaining unit members to work out of class in positions made vacant due to separations or leaves of absence of three (3) months or more.
- 16.6 Posting of new job vacancies shall be on the District website, with an electronic copy sent to all CSEA members. The vacancy notice shall remain posted for a period of no less than seven (7) calendar days during which time employees may apply for transfer or promotion. New postings will be posted each Friday; should Friday be a holiday, the posting will occur the next regularly scheduled work day.
- 16.7 Any employee on leave or layoff shall be mailed a copy of all notices of classified position vacancies after filing a written request with the Human Resources Office. The employee may request that notices be sent by first class mail or electronic mail.
- 16.8 Any employee on leave or layoff may authorize a job representative to file a transfer request or application on the employee's behalf.

ARTICLE XVII

DISPUTE SETTLEMENT

17.1 General:

- 17.1.1 As used in this Article, a day (unless denoted otherwise) is any day the College's administrative offices are open for business.
- 17.1.2 The number of days indicated at each step herein should be considered a maximum, and effort must be made to expedite the process. If the District fails to respond to the complaint or grievance in a timely manner at any step, the complainant or grievant may proceed to the next step. Complainant's or grievant's failure to appeal in writing the decision rendered at any step in the procedure within the specified time period will constitute acceptance of the decision rendered. Time limits may be extended by mutual written consent.
- 17.1.3 The grievant or complainant must be provided a reasonable opportunity to be personally present at each level of the dispute resolution procedure. The grievant or complainant may request a representative at any level in the dispute resolution procedure. Such representation normally shall be limited to two (2) persons. The presence of advisors may be requested at any stage of the procedure by either party.
- 17.1.4 Requests for necessary and relevant information may be made at any time. Necessary and relevant information requested shall be provided within a reasonable time, but new issues which constitute a separate dispute beyond those originally presented shall not be introduced at any succeeding level by either party.
- 17.1.5 An investigation or other handling or processing of any dispute shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work.

17.2 Grievance:

17.2.1 Purpose and Scope:

- 17.2.1.1 A grievance is an alleged misinterpretation, misapplication or a violation of a specific provision of this agreement, or Board Policies and Procedures.

17.2.1.2 A grievant is an employee (or CSEA) adversely affected by the alleged misinterpretation, misapplication, or violation of this Agreement or Board Policies and Procedures.

17.2.2 Procedures:

17.2.2.1 First Step: An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and the employee's immediate supervisor.

17.2.2.2 Second Step: If the grievance cannot be resolved informally, the grievant shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the supervisor and the appropriate manager. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty-five (25) business days from the date when the grievant knew, or reasonably should have known, of the occurrence of the event giving rise to the grievance. The manager shall make a decision on the grievance and communicate it in writing to the grievant within fifteen (15) business days after receipt of the grievance.

17.2.2.3 Third Step: If the grievance has not been satisfactorily resolved at the second step, a copy of the grievance shall be filed by the grievant with Human Resources within fifteen (15) business days of the manager's written decision at the second step. Within fifteen (15) business days after such written grievance is filed, the grievant and Vice President of Human Resources and Risk Management shall meet to resolve the grievance. The Vice President of Human Resources and Risk Management shall file an answer within fifteen (15) business days of the third step grievance meeting and communicate it in writing to the grievant and the supervisor.

17.2.2.4 Fourth Step: If the grievance has not been satisfactorily resolved at the third step, the grievant shall file a request with the Vice President of Human Resources and Risk Management to proceed to the fourth step – a hearing before a Hearing Officer. This request shall be filed within fifteen (15) business days of the written decision of the Vice President of Human Resources and Risk Management.

- 17.2.2.4.1 With the concurrence of the grievant, the Superintendent/President may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve.
- 17.2.2.4.2 If the grievant and the Superintendent/President are unable to agree on a Hearing Officer within the fifteen (15) business day period from the third step appeal, then the grievant may request a Hearing Officer be chosen and employed for the purpose of conducting the hearing and rendering a decision. The Hearing Officer shall be chosen from a list of seven (7) names requested jointly by the Superintendent/President and the grievant from the State Mediation and Conciliation Service or the Office of Administrative Hearings. The grievant shall strike from the list the name of one candidate; then the Superintendent/President shall strike the name of one candidate; the names will be stricken in this manner until the name of one candidate remains, who shall be the Hearing Officer. The strike out procedure shall be done within ten (10) business days from the receipt of the list.
- 17.2.2.4.3 The Hearing Officer shall conduct a hearing as soon as possible. The Hearing Officer shall notify the Superintendent/President of his/her advisory decision within fifteen (15) business days of such hearing. No new evidence or facts may be presented for consideration after the hearing and the Hearing Officer's advisory decision has been rendered. If subsequent to the hearing, new facts or evidence comes to light which may significantly affect the outcome of the grievance, either the grievant or the District may petition the Board to order a new hearing
- 17.2.2.4.4 Within fifteen (15) business days of the receipt of this written advisory decision, the

Superintendent/ President will render a written decision including the reasons for the decision

17.2.2.4.5 In the event the grievance has not been satisfactorily resolved with the Superintendent/President, the grievant may file, within fifteen (15) business days of the written decision of the Superintendent/President, a request for review by the Board of Trustees and a written response to the Superintendent/President's decision.

17.2.2.4.6 Within ten (10) business days of receipt of the written response of the grievant, the Superintendent/President may submit a written rebuttal for review by the Board. Within ten (10) business days of receipt of the Superintendent/President's rebuttal, if any, the grievant may submit a rebuttal for review by the Board.

17.2.2.4.7 The Board will review:

- (a) the Hearing Officer's advisory decision,
- (b) the Superintendent/President's written decision including the reasons for the decision,
- (c) the grievant's written response to the Superintendent/President's decision,
- (d) the Superintendent/President's written rebuttal to the grievant's response,
- (e) the grievant's written rebuttal to the rebuttal of the Superintendent/President.

The Board will not receive any additional information regarding rendering their decision on the grievance, except as the Board may request. After reviewing all material presented in the case, the Board may accept, reject, or modify the Superintendent/President's decision. This decision shall be made by the Board of Trustees in a timely manner. The decision of the Board shall be final.

17.2.2.4.8 Conditions of Hearings

17.2.2.4.8.1 The Hearing Officer's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted unless agreed by the parties.

17.2.2.4.8.2 The Hearing Officer shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement or which adds to, subtracts from, or modifies any of its terms.

17.2.2.4.8.3 The cost of any Hearing Officer, including the cost of any transcripts, will be mutually borne by both parties.

17.3 Discrimination Appeal:

17.3.1 There shall be a sincere effort on the part of involved parties to settle complaints promptly through the steps listed below. Charges of alleged unlawful discrimination shall be filed and investigated as required by the District's Board Policies (BP3410, 3430) and Administrative Procedures (AP3410, 3430, and 3435). Under no circumstances will a charge be accepted that was not filed within 180 calendar days of the alleged unlawful discrimination or harassment.

17.3.2 Representation: The complainant shall be entitled to representation of his or her choice at all meetings involving the complainant.

17.3.3 Procedures:

17.3.3.1 First Step: The Vice President of Human Resources and Risk Management or his/her designee shall meet with the complainant to attempt to resolve any complaints of alleged unlawful discrimination.

- 17.3.3.2 Second Step: If the complaint is not resolved in Step 1, the complaint will be put in writing using the District's Unlawful Discrimination/Sexual Harassment Complaint Form, fully stating the facts surrounding the complaint (Title V, §59300). The indicated form must be filled out completely, signed, dated, and submitted to the Vice President of Human Resources and Risk Management. The Vice President of Human Resources and Risk Management or designee shall investigate the matter as required by board policies and procedures and shall issue findings within ninety (90) days from the date the complaint was filed.
- 17.3.3.3 Third Step: Upon receipt of the administrative determination, if the complainant is not satisfied with the resolution, he or she may within fifteen (15) days submit a written appeal to the Board of Trustees. The Board shall review the original complaint, the investigative report, the administrative determination, and the appeal and issue a final District decision on the matter within forty-five (45) days after receiving the appeal. If the Board of Trustees fails to issue a decision within forty-five (45) days, the original decision and the administrative determination will be deemed to be affirmed and shall become the final District decision in the matter. A copy of the Board's decision shall be forwarded to the complainant and the State Chancellor's Office.
- 17.3.4 Final Disposition of Discrimination Charge: Upon sending the notice pursuant to Title V, §59338 and within ninety (90) days of initiating the investigation required by Title V, §59334, the District will forward the following to the Chancellor:
- 17.3.4.1 The original complaint,
- 17.3.4.2 Report of the nature and extent of the investigation conducted by the District;
- 17.3.4.3 Report of any action taken to resolve the complaint;
- 17.3.4.4 Evidence that the District has complied with the requirements of Title V, §59338;
- 17.3.4.5 Such other information as the Chancellor may require, (per Title V, §59340)

- 17.3.5 Effect of Settlement: Any settlement of this discrimination complaint policy and procedure shall be applicable to this complaint procedure only, and shall not be binding authority for the disposition of any matter. Resolution of complaints at any step in the procedure must be signed by the complainant, appropriate District official and Superintendent/President to be considered resolved.
- 17.3.6 Non-Retaliation Policy: Employees shall not be adversely affected for having brought forward a charge of discrimination, testified, assisted, or participated in any manner in an investigation proceeding or hearing relative to unlawful discrimination or harassment complaints.
- 17.3.7 Forms for filing a discrimination complaint shall be maintained by the District, and must be made available to persons who feel they have been unlawfully discriminated against.

ARTICLE XVIII
SAFETY

- 18.1 The Human Resources and Risk Management Department and the Campus Health and Safety Committee shall establish a program to maintain safe and healthful working conditions. Employees shall report any suspected unsafe condition to their supervisor and the Human Resources and Risk Management Department for action. Forms will be provided by the District.
- 18.2 The District shall provide safety equipment and training to bargaining unit members where required by the District or by law or regulation.
- 18.3 The District shall endeavor to comply with all state and federal laws pertaining to the use of all equipment, work site environmental conditions, and hazardous materials by employees to insure their safety.

ARTICLE XIX
SEVERABILITY

- 19.1 Savings Clause: If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provision shall be deemed void and immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portions, which shall continue in full force and effect.
- 19.2 Replacement for Severed Provision: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section

ARTICLE XX

NEGOTIATIONS

- 20.1 Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, prior to the termination date set forth under Article XXVIII, Duration, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 20.2 Commencement of Negotiations: After satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 20.3 Release Time for Negotiations: CSEA shall have the right to designate six (6) employees, who shall be given reasonable release time to participate in negotiations.
- 20.4 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced in writing and properly ratified and signed by both parties.
- 20.5 Agreement of Parties: Nothing contained herein shall be interpreted as precluding the Right of CSEA or of the District to mutually agree to negotiate on matters which develop after entering into this Agreement and which have not been heretofore agreed upon by the parties and which represent conditions not covered by this Agreement.

ARTICLE XXI
MANAGEMENT RIGHTS

- 21.1 It is understood and agreed that the Board of Trustees retains all rights, powers, privileges, functions and authority to direct, manage and control the operations of the District to the full extent authorized by law. Any of the rights, powers, privileges, functions or authority which the District had prior to the execution of the Agreement are retained except as those rights, powers, privileges, functions or authority which are specifically abridged or modified by this Agreement.
- 21.2 It is further understood that all matters not specifically enumerated as being within the scope of representation in Government Code, §3543.2, and not limited by express terms of this Agreement as rights of the exclusive representative, are reserved to the District.
- 21.3 The Association recognizes and agrees that the Board of Trustees' rights, powers, privileges and authority include, but are not limited to, the following:
- 21.3.1 The right to manage the District's operations.
 - 21.3.2 The right to direct the workforce, including recruitment, selection, appointment, retention, promotion and demotion.
 - 21.3.3 The right to direct, supervise, schedule, and assign the workforce.
 - 21.3.4 The right to discipline, suspend and discharge employees for just cause.
 - 21.3.5 The right to determine the number and starting time of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be actively employed by the District at any time.
 - 21.3.6 The right to lay off for lack of work or lack of funds.
 - 21.3.7 The right to establish standards and criteria for performance.
 - 21.3.8 The right to determine the qualifications of employees.
 - 21.3.9 The right to maintain order and efficiency.
 - 21.3.10 The right to improve methods or facilities and to change existing methods or facilities.
 - 21.3.11 The right to extend, maintain curtail or terminate the operations of the District.

21.3.12 The right to take whatever action may be necessary or appropriate to carry out the mission of the College.

21.3.13 The right to classify and/or reclassify as provided in Section 15.2 of this agreement.

21.4 It is not the intention of the parties, in setting forth the above mentioned rights of management, to detract or diminish in any way the rights of CSEA or of the bargaining unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights

ARTICLE XXII

SALARIES

22.1 Salary Schedule: The 2021-2022 salary schedule is contained in Appendix C of this Agreement.

22.2 Salary Adjustment:

Year 1 – A three and one-half percent (3.5%) one-time payment (not on schedule) based on all earnings from Fiscal Year 2020/21, is to be paid within ninety (90) days after Board of Trustees approval. This one-time payment is not reportable as a CalPERS defined compensable earning or a CalPERS defined benefit compensable earning for California Public Employees' Pension Reform Act (PEPRA) members.

22.2.1 For fiscal year 2021/2022 a four percent (4%) increase shall be added to the 2021/22 salary schedules (retroactive for those employed at the time of Board approval).

22.2.2 For fiscal year 2022/2023 a one percent (1%) increases to the 2021/2022 salary schedules provided the District achieves the full-time equivalent student (FTES) count of 16,000 for Academic Year 2021/22, as reported in October 2022, 320 recalculation report with and including a three percent (3%) increase in overall supplemental and success metrics for student success under the Student-Centered Funding Formula (SCFF); payable retroactive to the beginning of Fiscal Year 2022/23. An additional one-half percent (.5%) increase shall be added to the adjusted 2021/22 salary schedules if the District achieves 16,500 FTES count as reported on the October 2022, 320 recalculation report with and including a three percent (3%) increase in overall supplemental and success metrics for student success under the Student-Centered Funding Formula (SCFF), payable retroactive to the beginning of Fiscal Year 2022/23.

22.2.3 For Fiscal Year 2022/23, a one percent (1%) increase to the 2022/2023 salary schedules provided the District achieves the full-time equivalent student (FTES) count of 16,500 for Academic Year 2022/23, as reported in October 2023, 320 recalculation report including an additional three percent (3%) increase in overall supplemental and success metrics for student success under the Student-Centered Funding Formula (SCFF) provided that #3 is met, if not, this increase will be added to the salary schedule as listed in #2; payable retroactive to the beginning of Fiscal Year 2023/24. There shall be an additional one percent (1%) increase added to the 2022/2023 salary schedules for each additional 1,000 FTES count beyond 16,500 with the three percent (3%) increase to overall supplemental and student success

SCFF metric, payable retroactive to the beginning of Fiscal Year 2023/24.

22.3 Longevity Increments:

- 22.3.1 Effective July 1 of the ninth (9th) year of consecutive service, a longevity increase of two and one-half (2.5%) will be added to the employee's base salary
- 22.3.2 Effective July 1 of the thirteenth (13th) year of consecutive service, a longevity increase of five percent (5%) will be added to the employee's base salary.
- 22.3.3 Effective July 1 of the seventeenth (17th) year of consecutive service, a longevity increase of seven and one-half percent (7.5%) will be added to the employee's base salary.
- 22.3.4 Effective July of the twenty-first (21st) year of consecutive service, a longevity increase of ten percent (10%) will be added to the employee's base salary.
- 22.3.5 Commencing July 1, 2005, effective July of the twenty-fifth (25th) year of consecutive service, a longevity increase of twelve and one-half percent (12.5%) will be added to the employee's base salary.

22.4 Compensation Review:

Compensation levels shall be evaluated jointly by the District and CSEA one time during the term of the Agreement. The evaluation will be conducted beginning in July of the year immediately prior to the expiration year of the Agreement. Current salary schedules shall be obtained directly from each of the below listed districts and shall be cross-referenced with other information deemed relevant by the District and CSEA. The parties shall jointly work with the goal of moving the unit toward the agreed upon median. This is not a salary re-opener.

The agreed upon comparison districts are:

Cerritos, Chaffey, College of Siskiyous, El Camino, Glendale, Ohlone, Palomar, Pasadena, Riverside, Santa Barbara, Santa Monica, San Francisco, Sierra, Solano, Southwestern, Taft.

The list of agreed upon comparison districts may only be changed by written mutual agreement of the District and CSEA.

ARTICLE XXIII

LAYOFFS

23.1 Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever it becomes necessary to invoke layoff procedures, the Board of Trustees will take action in public session in the form of a resolution or Board action, in accordance with normal Board procedures.

23.1.1 In the event of any governing board or administrative decision to (a) abolish classified positions for lack of work or lack of funds, and/or (b) lay off classified positions for lack of work or lack of funds, the District shall agree to meet and negotiate the effects of said decision with regard to matters within the scope of representation, as defined by Government Code, §3542.2.

23.1.2 The procedures or requirements of Appendix H of the collective bargaining agreement shall be applicable.

23.1.3 Neither work study students nor work experience students shall be used to displace or replace classified bargaining unit employees. In the event of a layoff, reduction of hours, or abolishment of bargaining unit position, no additional types of work previously performed by the employee(s) affected (by the layoff, reduction of hours, or abolishment) shall be assigned to any work experience or work study student. In the event of a layoff, reduction of hours, or abolishment of bargaining unit positions, all short-term employees in a particular classification shall be displaced prior to any displacement of classified bargaining unit employees in that classification.

23.2 Order of Reduction: The following order will prevail in the reduction of classified personnel.

23.2.1 Short-term employees (including students and temporary agency employees) by classification.

23.2.2 Substitute employees, by classification.

23.2.3 Probationary employees, by classification.

23.2.4 Permanent employees, by classification.

23.2.5 If two (2) or more employees who are subject to layoff have equal seniority in their classification, the determination as to who shall be laid off shall be determined in this order:

1. The employee with the highest total service hours with the District will be retained.
2. Date of initial hire into a probationary status with the employee hired first being retained.
3. If both of the above are equal, determination as to which employee will be laid off shall be made by lot drawn by the employees. The order, once determined by lot, shall be permanent.

23.3 Seniority Computation: Whenever a permanent employee is laid off, the order of layoff within a classification shall be determined by length of service within the classification. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

23.3.1 For employees hired prior to July 1, 1971, seniority will be computed on date of hire. Length of service (seniority) after June 30, 1971, will be computed on the basis of hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed, but does not include hours compensated on an overtime basis.

23.3.2 "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service.

23.3.3 Any hours worked in an out-of-class assignment shall be computed as hours in paid status in the employee's permanent position.

23.3.4 Less than twelve (12) month employees:

23.3.4.1 Any hours taken as vacation time by less than twelve (12) month employees, including periods of time outside their regular work schedule (i.e., summer) shall be computed as hours in paid status.

23.3.4.2 Hours worked in other than the employee's permanent classification during any off-contract period (i.e., summer) shall not be considered a part of the employee's seniority or benefits for that time period.

Hours worked in the employee's permanent classification during any off-contract period (i.e., summer) shall be

considered a part of the employee's seniority and benefits on a pro rata basis.

23.4 Displacement Privileges: All displacement (bumping) actions shall be carried out as follows:

23.4.1 A regular employee subject to layoff may displace the least senior employee in the same job classification.

23.4.2 A regular employee who is laid off from a classification and who has previously held a regular position in another equal or lower classification may displace an employee with the least seniority in that class. For purposes of this section, seniority shall include the total of the previous regular service in the equal or lower classification, plus service in the class in which the layoff occurs and in higher classes.

23.5 Voluntary Demotion in Lieu of Layoff: All displacement (bumping) actions shall be carried out as follows: Regular employees notified of layoff for lack of work or funds may request a voluntary demotion to a vacant position in a lower classification provided that the employee is qualified to perform the duties thereof and provided further that the immediate supervisor involved and the Vice President of Human Resources and Risk Management approve the voluntary demotion.

23.6 Voluntary Reduction in hours in Lieu of Layoff: Regular employees may take voluntary reduction in assigned time in lieu of layoff to remain in their present positions rather than be reclassified or reassigned. Such employees shall be granted the same rights as persons laid off and shall be, at the option of the employee, returned to a position with increased assigned time as vacancies become available, in accordance with Education Code §88117.

23.7 Retirement in Lieu of Layoff: Regular employees who have been employed at least five (5) years under the Public Employees Retirement System and are fifty (50) years of age or older may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit a form to PERS provided by the Office of Human Resources for this purpose. The employee shall then be placed on the thirty-nine (39) month reemployment list in accordance with this regulation.

23.7.1 The District agrees that when an offer of employment is made to an eligible person retired under this regulation, and the District received within ten (10) business days a written acceptance of the offer, the retired person shall be allowed sufficient time to terminate the

employee's retired status with PERS.

23.8 Notice of Layoff: Regular employees will be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff and be informed of their displacement privileges, if any, and reemployment rights. Notification of layoff shall be delivered by personal service or certified mail (return receipt requested).

23.8.1 Employees who receive notice of layoff pursuant to this article who elect to exercise their displacement rights in accordance with article 23.4 or take a voluntary demotion to a vacant position in accordance with article 23.5 shall notify the district within five (5) business days. If the District is not notified within the prescribed time limit, the default option shall be lay-off and the employee shall be placed on the re-employment list in accordance with this Article.

23.9 Reemployment Rights:

23.9.1 All classified employees currently on layoff, working a reduced hour position, or any employees who accepted demotion in lieu of layoff, as a result of District action are, eligible for reemployment for a period of thirty-nine (39) months from the date of layoff, or a period of sixty-three (63) months from the date of demotion or reduction in lieu of layoff. Such employees shall be given absolute first priority and shall be reemployed in preference to new applicants for any open position in the classification which the employee held immediately prior to the layoff, reduction in hours, or demotion (provided that the employee continues to satisfy the then existing minimum qualifications for said position). Such employees will be notified when employment or job openings exist within the District. Such notice shall be sent to the last address given to the District by the employee by either certified mail or regular first-class mail. The employee shall specify in writing, the preferred method of mail delivery.

23.9.2 Laid off persons shall be reemployed in the reverse order of layoff in the highest rated job classification available in accordance with the class seniority.

23.9.3 A permanent employee who is laid off and is subsequently reemployed within thirty-nine (39) months shall have all rights and privileges restored. However, the employee shall not receive seniority credits for District work performed while on the reemployment list.

23.9.4 A probationary employee shall continue to serve out the remainder of the probationary period and shall also have all rights and privileges restored. No seniority credit shall be earned during the period of separation from the District.

23.9.5 Employee Notification to District of Acceptance of Reemployment: A regular employee shall notify the District of the employee's intent to accept or refuse reemployment within ten (10) business days following the mailing of the reemployment notice. If the employee accepts reemployment, the employee must report to work within thirty (30) business days following the mailing of the reemployment notice.

An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notified the Office of Human Resources, in writing, ten (10) business days from receipt of the reemployment notice. The laid-off employee may decline three offers of reemployment and retain a position on the list. If an employee on a reemployment list refuses the third offer of reemployment, no additional offers will be made and the employee shall be considered unavailable for work until otherwise indicated. The offer will then be made to the next person on the list.

23.9.6 Reemployment as a Short-term or Substitute Employee: An employee who has been laid off for lack of work or lack of funds, and who is on a layoff reemployment list, shall be given priority over outside candidates for reemployment as a substitute or limited term employee in the employee's original class or any other class for which the employee is qualified. Such employment shall in no manner jeopardize or otherwise affect the employee's status or eligibility for reemployment. Persons on a reemployment list employed as a substitute or in a limited term position do not accrue seniority.

ARTICLE XXIV
CONCERTED ACTIVITIES

- 24.1 It is agreed that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to perform job functions and responsibilities; or other interference with the operations of the District by CSEA or its officers, agents or members during the term of this Agreement which is unprotected by the First Amendment of the United States Constitution. The District agrees not to engage in a lockout.
- 24.2 CSEA recognizes the duty and obligation to comply with the provisions of this Agreement and make every effort toward inducing all employees to do so.
- 24.3 In the event of a strike, a work stoppage, slowdown or other interference with the operations of the district by employees who are represented by CSEA, CSEA agrees in good faith, to take all reasonable and affirmative steps to cause these employees to cease such action

ARTICLE XXV

DISCIPLINE

25.1 Definition of Discipline:

Minor discipline is defined as discipline up through and including Step 3 as described in Article XXV, sections 25.4.1 through 25.4.3.

Substantial discipline is defined as discipline at Step 4 or beyond as described in Article XXV, section 25.4.4

25.2 Application: The provisions of Article XXV shall apply only to permanent bargaining unit members who have successfully completed their probationary period of employment. Probationary employees are excluded from the provisions of this Article.

25.3 Just Cause: Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. Just cause is defined as misconduct or performance related behavior, or other areas defined in Education Code §87732.

- (a) Immoral or unprofessional conduct.
- (b) Dishonesty
- (c) Unsatisfactory performance
- (d) Evident unfitness for service
- (e) Physical or mental condition that makes him or her unfit to instruct or associate with students
- (f) Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the Board of Governors or by the Governing Board of the Community College District employing him or her.
- (g) Conviction of a felony or of any crime involving moral turpitude.
- (h) Conduct specified in Section 1028 of the Government Code

25.3.1 Causes for discipline also include violation of District Board policies, Administrative procedures, and Government Code.

There shall be no limitation on the number of times that the District may demote, reduce pay, or suspend a bargaining unit member without pay for just cause except that no bargaining unit member shall be demoted, have their pay reduced or be suspended without pay for just cause more than once for the same incident.

25.4 Progressive Discipline: Each of the following steps of progressive discipline

shall be followed by the District except when the Vice President of Human Resources and Risk Management or designee determines that the misconduct justifies the skipping of steps of progressive discipline

25.4.1 Step 1: Informal Counseling:

Informal Counseling sessions shall take place between the immediate supervisor and the employee. The immediate supervisor shall give an explanation in detail of the problem(s) involved, the expected standard of performance, and guidance and direction for improvement. The employee's job description should be reviewed with the employee. The employee shall be given reasonable time in which to make this improvement. All reasonable steps should be taken to afford the opportunity for the employee to correct any deficiencies, including training and support provided by the supervisor.

25.4.2 Step 2: Letter of Warning:

A Letter of Warning shall identify:

- (1) the incident or violation or the specific areas of deficiency
- (2) prior informal counseling related to the behavior or performance deficiency
- (3) the required standard of performance
- (4) a definition of the supervisor's expectations of performance or behavior needed to correct the behavior or deficiency
- (5) the consequences of not correcting the behavior to acceptable levels
- (6) each Letter of Warning shall contain a Performance Improvement Plan (PIP). (Appendix F)

The PIP must be jointly developed and agreed to by the manager and the employee. The purpose of the PIP is to identify immediate actions or behaviors that must be carried out by the employee, behaviors or activities that must end, and a series of actions performed by the employee intended to remedy the conduct or performance deficiency.

Such actions in the PIP shall be specific, measurable, achievable, realistic, and timely (SMART). Failure by the employee to meet commitments made in the plan will result in the next step in the progressive discipline process; failure by the manager to meet commitments to the employee as part of the plan will be interpreted as the employee having met the requirements of the plan.

Performance Improvement Plans are required to be completed prior to progression to Step 3. The Performance Improvement Plan should also include a date by which any expected corrections should occur and define the measures of support and/or training that the District will provide in an effort to assist the employee.

25.4.2.1 The bargaining unit member has the right to attach his/her statement or rebuttal to any Letter of Warning within ten (10) business days from the time of receipt of the letter. Such statement or rebuttal shall remain attached to the Letter of Warning.

25.4.3 Step 3: Letter of Reprimand:

A Letter of Reprimand shall identify:

- (1) the incident or violation or the specific areas of deficiency
- (2) prior informal counseling, PIP, and Letter(s) of Warning related to the behavior or performance deficiency
- (3) the required standard of performance
- (4) a definition of the supervisor's expectations of performance or behavior needed to correct the behavior or deficiency
- (5) the consequences of not correcting the behavior to acceptable levels
- (6) a date by which any expected corrections should occur and define the measures of support and/or training that the District will provide in an effort to assist the employee.

25.4.3.1 The letter of Reprimand will be placed in employee's permanent personnel file. The bargaining unit member shall have the right to submit a written statement or rebuttal within ten (10) business days. This statement or rebuttal will be permanently attached to the Letter of Reprimand.

25.4.4 Step 4: Suspension, demotion, reduction in pay and Final Letter of Warning:

Failure at Step 3 may result in a suspension, demotion, or reduction in pay. The action will also include a Final Warning Letter which contains all of the elements of a Warning Letter as described in Step 2, and will indicate that further violations or occurrences of the behavior may result in termination of employment.

25.5 Retention of Disciplinary Letters: Except as specifically provided in the

Education Code, disciplinary letters placed in an employee's personnel file will remain in the file. The manager or supervisor issuing a disciplinary letter shall acknowledge in writing to the employee within one (1) year of the occurrence that the behavior or conduct has been corrected. Disciplinary letters that are not acknowledged as corrected by the manager, or that do not result in more progressive discipline, may be requested to be removed from the employee's file after two (2) years. The Vice President of Human Resources and Risk Management may determine if the letter should be removed from the employee file.

25.6 Procedure for Imposing Minor and Substantial Discipline:

25.6.1 Minor Discipline:

An employee may request an informal meeting with the Vice President of Human Resources and Risk Management to discuss the minor disciplinary action, which is defined as discipline up through and including Step 3. The provisions of Article XXV, section 25.6.2, Skelly Hearing for Substantial Discipline, shall not apply in cases of minor discipline.

25.6.2 Skelly Hearing for Discipline at or above Step 4:

The employee and CSEA shall be given notice in writing of the proposed disciplinary action (Notice of Proposed Discipline) not less than five (5) business days prior to the effective date of the action. The notice shall set forth the reasons for the action, and shall be accompanied by copies of written materials, if any, upon which the action is based. The written notice shall also contain a statement advising the employee of his/her right to a pre-disciplinary Skelly hearing.

Prior to the effective date of the disciplinary action, the employee may request and, if so, shall be granted a pre-disciplinary Skelly to discuss the proposed disciplinary action. The pre-disciplinary Skelly hearing shall be conducted by the Vice President of Human Resources and Risk Management or designee. The employee may be represented by anyone of the employee's choice. The purpose of this meeting is not to gather evidence for future meetings within the grievance procedure and, therefore, no record will be made. The Vice President of Human Resources and Risk Management or designee shall issue the Notice of Discipline conveying his/her decision in writing to the employee within five (5) business days of the Skelly hearing.

- 25.6.3 Appeal of Minor and Substantial Discipline: Failing reconciliation and at the option of the employee, the employee may appeal the decision of the Vice President of Human Resources and Risk Management or designee to the formal grievance procedure beginning at the arbitration level, Step 4, of the grievance procedure. (Article XVII, section 17.2.2.4)

ARTICLE XXVI
CONTRACTING OUT BARGAINING UNIT WORK

- 26.1 CSEA and the District agree that the District will not contract out work that has customarily and routinely been performed or is performable by bargaining unit members without prior discussions with CSEA, unless otherwise permitted by law.
- 26.2 If the District is engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, one or more substitutes may be employed to fill that position for not more than sixty (60) calendar days. While the District is engaged in filling the number of vacancies the parties agree to extend the 60 days to 90 days until December 31, 2022.
- 26.3 CSEA shall receive written notice by way of a copy of the Personnel Requisition of all short term employees that have been hired and notice regarding the specific project and/or category the employee has been hired to perform within fifteen (15) working days of the employee's date of hire.
- 26.4 CSEA and the District agree to the definition of "Short Term" employee contained in the California State Education Code, §88003.
- 26.5 CSEA and the District will accept the guidelines and definitions of "work experience" students and "work study" students as approved by the Board of Trustees and/or the Chancellor's Office. It is agreed and understood that the Chancellor's guidelines include the Title V Regulations from the California Administrative Code.
- 26.6 Disputes arising out of this section shall be entered at the third step of the grievance procedure.

ARTICLE XXVII

DURATION

- 27.1 **Length of Agreement:** This Agreement shall become effective on July 1, 2021, and shall continue in effect to and including June 30, 2024, unless amended in writing by mutual agreement of the parties.
- 27.2 **Consent Reopener:** The parties agree to reopen negotiations no later than September 15, 2023, for the 2023-2024 academic year on Article XXII (22)-Salaries, Article X (10)-Employee Benefits, and two (2) additional articles to be selected by each party. Additional related articles affected by the reopeners listed above may be negotiated and will not be counted as reopeners.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective the date first written above:

FOR THE DISTRICT:

Dr. Lisa Aguilar Lawrenson

Dr. Lisa Aguilar Lawrenson
Acting Superintendent/President

Vicki Nicholson

Dr. Vicki Nicholson
Interim Vice President of Human Resources
and Risk Management

DocuSigned by:

Amanda Presto-Nelson

Dr. Amanda Presto-Nelson

DocuSigned by:

Elizabeth David

Elizabeth David

DocuSigned by:

Khalid Kiburi

Khalid Kiburi

DocuSigned by:

Salvador Rodriguez

Salvador Rodriguez

DocuSigned by:

Dana Kosaka

Dana Kosaka

DocuSigned by:

Dr. Charles Jennings

Dr. Charles Jennings
President, Board of Trustees

FOR THE ASSOCIATION:

Edna Takahashi

Edna Takahashi
CSEA President

Kris Huerta

Kris Huerta

T. Hanson

T. Hanson

Rodney Alvarez

Rodney Alvarez

DocuSigned by:

Jeff Kay

Jeff Kay

DocuSigned by:

Michael Kilgore

Michael Kilgore

DocuSigned by:

Katrina Jaggars

Katrina Jaggars

DocuSigned by:

Nicolette George

Nicolette George

Carol Black

Carol Black
CSEA Labor Relations Representative

APPENDIX A1
CLASSIFICATIONS AND RANGES

<u>CLASSIFICATION</u>	<u>POINTS</u>	<u>SALARY RANGE</u>
Academic Advisor	17,100	24
Administrative Assistant I	12,825	13
Administrative Assistant II	16,300	22
Administrative Assistant III	18,450	28
Admissions and Records Senior Specialist	18,450	28
Admissions and Records Specialist	17,075	24
Admissions and Records Systems Analyst	21,475	36
Adult Education Block Grant Coordinator	20,725	34
Alternate Formatting Specialist	18,450	28
Art Gallery Coordinator	16,950	24
Assistive Technology Coordinator	19,350	30
Athletic Coordinator	20,850	34
Athletic Equipment Technician	11,925	11
Athletic Facilities Attendant	11,925	11
Athletic Trainer	20,900	34
Audio Technician	14,225	17
Auxiliary Services Accounting Assistant	14,950	19
Auxiliary Services Clerk	6,625	1
Auxiliary Services Merchandise Assistant	13,150	14
Auxiliary Services Operations Assistant	16,075	22
Bookstore Operations Lead	18,330	28
Box Office Attendant	10,400	7
Bus Operator	11,025	9
Bus Operator/Mechanic	15,725	21
Buyer	15,550	20
Cal-PASS Systems Administrator	22,525	39
Carpenter	19,875	32
CART Captioner	18,750	29
Cashier	5,275	1
Certified CART Captioner	20,000	32
Certified Interpreter	20,000	32
Cloud Infrastructure Engineer	24,550	44
Communications Clerk	11,900	11
Computer Operator	15,125	19
Computer Support Technician	10,550	7
Contracts Technician	14,675	18
Costume Design Assistant	14,200	17
Curriculum Support Coordinator	19,825	31
Custodian I Deep Class	8,275	1
Custodian II	11,300	9
D/deaf and Hard of Hearing (DHH) Services Coordinat	22,250	38
Database Administrator	23,875	42
Delta College Foundation Coordinator	19,075	30
Digital Communications Coordinator	19,225	30
District Systems Analyst	21,475	36
Drama Assistant	14,350	17
Early Childhood Education Aide	7,525	1
Early Childhood Education Permit Teacher	8,775	3
Electrician	19,875	32

APPENDIX A1
CLASSIFICATIONS AND RANGES

<u>CLASSIFICATION</u>	<u>POINTS</u>	<u>SALARY RANGE</u>
Electron Microscopy Technician	19,150	30
Facilities and Reservations Specialist	15,675	21
Financial Aid General Specialist	15,575	20
Financial Aid Outreach Support Specialist	17,825	26
Financial Aid Specialist	17,075	24
Financial Aid Systems Analyst	21,475	36
Fiscal Analyst	22,375	38
Fiscal Applications Technician	15,575	20
Fiscal Assistant	14,050	16
Fiscal Specialist	19,225	30
Fiscal Technician	15,575	20
Food Service Assistant	8,275	1
Graphic Artist	13,750	16
Graphic Design and Marketing Coordinator	20,125	32
Groundskeeper/Irrigation	15,375	20
Groundskeeper/Operator	11,300	9
Groundskeeper/Operator/Mechanic	14,350	17
Human Resources Specialist	16,175	22
HVAC Technician	17,900	26
Industrial Maintenance Technician	20,625	34
Information Technology Asset and Access Services Technician	18,325	28
Information Technology Project Coordinator	23,100	40
Information Technology Support Technician	15,725	21
Information Technology Technical Trainer	19,200	30
Instructional Support Assistant I	11,025	9
Instructional Support Assistant I - Horticulture	12,050	11
Instructional Support Assistant II	14,050	16
Instructional Support Assistant II - Agriculture	14,950	19
Instructional Support Assistant II - Culinary Arts	14,200	17
Instructional Support Assistant II - Graphic Arts	13,450	15
Instructional Support Assistant II - Music Lab	13,450	15
Instructional Support Assistant II - Photo Lab	14,950	19
Instructional Support Assistant III	17,550	26
International Student Program Specialist	18,000	27
Interpreter	18,750	29
Library Technician Deep Class	11,300	9
Locksmith-Carpenter	19,875	32
Maintenance Project Planner	16,050	22
Maintenance Technician	16,350	22
Maintenance Worker I	12,825	13
Maintenance Worker II	15,100	19
Maintenance Worker II - Carpenter	15,100	19
Maintenance Worker II - Painter	15,100	19
Market Assistant	14,150	17
Market Coordinator	20,375	33
Marketing and Student Outreach Specialist	17,550	26
Men's Athletic Trainer	20,900	34
Middle College High School (MCHS) Textbook Technic	11,150	9
Mobility Specialist	18,450	28

APPENDIX A1
CLASSIFICATIONS AND RANGES

<u>CLASSIFICATION</u>	<u>POINTS</u>	<u>SALARY RANGE</u>
Multimedia Tech: Mass Communications	15,425	20
Multimedia Tech: Radio & Television	15,425	20
Network Administrator I	18,600	28
Network Administrator II	22,525	39
Office Assistant	9,525	5
P.E./Athletics Assistant	11,175	9
Payroll Analyst	18,475	28
Payroll Technician	14,050	16
Piano Accompanist	21,525	36
Planetarium Technician	14,975	19
Plumber	19,875	32
Production Assistant	9,325	4
Prof. Develop. And Distance Education Coord.	21,350	35
Programmer/Analyst I	17,975	27
Programmer/Analyst II	20,400	33
Programmer/Analyst III	21,775	37
Reprographics Technician	9,800	5
Research Analyst	19,225	30
Resource Specialist	18,600	28
Scholarship Specialist	15,575	20
Science Lab Technician	14,950	19
Senior Box Office Attendant	11,150	9
Senior Custodian	13,925	16
Senior Financial Aid Outreach Specialist	19,200	30
Senior Financial Aid Specialist	18,450	28
Senior Food Service Assistant	12,675	13
Senior Graphic Design and Marketing Coordinator	20,875	34
Senior Groundskeeper/Operator	13,925	16
Senior Human Resource Specilaist	19,075	30
Senior HVAC Technician/Plant Operator	20,775	34
Senior Information Technology Support Technician	18,600	28
Senior Library Technician	15,725	21
Senior Network Administrator	24,675	44
Senior Receiving and Shipping Clerk	14,825	19
Senior Reprographics Technician	15,100	19
Senior Research Analyst	25,775	47
Senior Science Lab Technician	20,375	33
Senior Textbook Specialist	16,950	24
Shipping and Receiving Clerk	12,825	13
Simulation Operation Specialist	12,550	13
Small Business Development Center (SBDC) Specialist	15,500	20
Sports Information Assistant	15,450	20
Student Activities Coordinator	18,450	28
Student Equity & Diversity Project Coordinator	19,825	31
Student Programs Assistant	12,550	13
Student Programs Specialist	17,550	26
Student Programs Specialist - Assessment	18,300	28
Student Programs Specialist - DSPS	18,450	28
Student Programs Specialist - Equity & Diversity	18,450	28

APPENDIX A1
CLASSIFICATIONS AND RANGES

<u>CLASSIFICATION</u>	<u>POINTS</u>	<u>SALARY RANGE</u>
Student Success and Support Program Specialist	17,100	24
Systems Administrator	23,875	42
Textbook Specialist	14,050	16
Theater Coordinator	20,100	32
User Support Technician	15,725	21
Webmaster	19,625	31
Women's Athletic Trainer	20,900	34
Workers' Compensation Ergonomics Specialist	16,175	22
Workplace Apprenticeship Coordinator	18,450	28
Workplace Internship Coordinator	19,075	30
Workforce Specialist	18,600	28

APPENDIX A2
PROPOSED PERMANENT INTERMITTENT CLASSIFICATIONS AND RANGES
(On call and Seasonal Employees)

<u>Classification*</u>	<u>Points</u>	<u>Salary Range</u>
Senior Production Assistant	7850	6
Stagehand	6025	3
Usher	5275	1

*Permanent intermittent classifications not listed, refer to Appendix A1

Effective 7/1/2015

APPENDIX B
CSEA DUES SCHEDULE

As approved by Conference Delegates, 2017

(Dues as outlined are per capita dues established for State Association by delegates to the Association's Annual Conference per Article VII of the Association Bylaws. Local Chapter dues, in such amounts as established by the Chapter's membership in accordance with Chapter's Constitution/Bylaws, shall be applied in addition to these amounts.)

The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first \$3,150 of monthly gross salary (exclusive of overtime but including longevity, professional growth and anniversary increments), but shall not exceed a maximum assessment of \$472.50 annually, in accordance with procedures as set forth below. (Local chapters may assess additional local dues.) The chart below shows the maximum amounts per month and per year based on the member or fair share payer's actual salary per month.

Monthly Salary Cap	\$3,150
Monthly Dues Maximum	\$47.25
Annual Dues Maximum (12 months)	\$472.50

APPENDIX C1

FY 21-22 (12 Month)								
Range	A	B	C	D	E	F	G	Max pts
1	2,680	2,774	2,870	2,971	3,076	3,183	3,294	8275
2	2,746	2,843	2,941	3,044	3,151	3,262	3,376	8660
3	2,815	2,914	3,016	3,121	3,231	3,344	3,460	9045
4	2,885	2,986	3,090	3,199	3,311	3,426	3,547	9430
5	2,957	3,060	3,168	3,278	3,393	3,512	3,634	9815
6	3,031	3,138	3,247	3,360	3,478	3,600	3,726	10200
7	3,107	3,215	3,328	3,445	3,564	3,690	3,818	10585
8	3,184	3,296	3,411	3,530	3,654	3,782	3,914	10970
9	3,264	3,378	3,497	3,619	3,745	3,877	4,012	11355
10	3,346	3,464	3,584	3,710	3,839	3,974	4,113	11740
11	3,429	3,549	3,673	3,802	3,935	4,073	4,215	12125
12	3,515	3,638	3,765	3,897	4,033	4,174	4,321	12510
13	3,602	3,729	3,858	3,994	4,133	4,278	4,428	12895
14	3,692	3,822	3,955	4,093	4,236	4,385	4,538	13280
15	3,784	3,916	4,053	4,195	4,342	4,495	4,651	13665
16	3,878	4,013	4,154	4,300	4,450	4,607	4,767	14050
17	3,975	4,113	4,257	4,407	4,561	4,721	4,886	14435
18	4,074	4,217	4,365	4,518	4,675	4,839	5,009	14820
19	4,176	4,323	4,474	4,631	4,793	4,960	5,134	15205
20	4,281	4,430	4,586	4,746	4,913	5,084	5,262	15590
21	4,388	4,542	4,701	4,865	5,036	5,212	5,394	15975
22	4,498	4,655	4,818	4,987	5,162	5,342	5,529	16360
23	4,610	4,772	4,938	5,111	5,290	5,475	5,667	16745
24	4,725	4,890	5,062	5,239	5,423	5,612	5,808	17130
25	4,844	5,014	5,189	5,371	5,559	5,753	5,955	17515
26	4,965	5,139	5,318	5,505	5,698	5,896	6,103	17900
27	5,089	5,267	5,451	5,642	5,839	6,043	6,255	18285
28	5,216	5,399	5,588	5,784	5,986	6,195	6,413	18670
29	5,347	5,535	5,729	5,928	6,137	6,351	6,573	19055
30	5,481	5,673	5,872	6,078	6,290	6,510	6,738	19440
31	5,619	5,815	6,019	6,230	6,448	6,673	6,907	19825
32	5,760	5,961	6,170	6,386	6,609	6,841	7,080	20210
33	5,904	6,110	6,324	6,546	6,775	7,011	7,257	20595
34	6,051	6,263	6,483	6,709	6,944	7,187	7,438	20980
35	6,202	6,419	6,643	6,876	7,117	7,366	7,623	21365
36	6,357	6,580	6,810	7,048	7,295	7,550	7,815	21750
37	6,516	6,744	6,980	7,224	7,477	7,739	8,009	22135
38	6,679	6,913	7,154	7,405	7,664	7,933	8,210	22520
39	6,846	7,086	7,334	7,590	7,856	8,131	8,416	22905
40	7,017	7,263	7,517	7,780	8,052	8,334	8,626	23290
41	7,192	7,444	7,704	7,974	8,253	8,542	8,841	23675
42	7,372	7,630	7,897	8,173	8,459	8,755	9,061	24060
43	7,556	7,821	8,093	8,377	8,670	8,974	9,288	24445
44	7,744	8,015	8,296	8,586	8,886	9,198	9,519	24830
45	7,938	8,217	8,504	8,801	9,109	9,428	9,758	25215
46	8,137	8,422	8,717	9,021	9,337	9,663	10,003	25600
47	8,340	8,631	8,934	9,246	9,570	9,905	10,251	25985
48	8,548	8,847	9,157	9,477	9,809	10,152	10,508	26370

APPENDIX C1

FY 21-22 (10 MONTH 215 DAYS)								
Range	A	B	C	D	E	F	G	Max pts
1	2,649	2,742	2,837	2,937	3,040	3,146	3,256	8275
2	2,715	2,810	2,908	3,009	3,115	3,224	3,337	8660
3	2,783	2,880	2,981	3,085	3,194	3,305	3,420	9045
4	2,852	2,951	3,054	3,162	3,273	3,386	3,506	9430
5	2,923	3,025	3,131	3,241	3,354	3,472	3,593	9815
6	2,996	3,102	3,210	3,322	3,438	3,559	3,683	10200
7	3,071	3,178	3,290	3,405	3,523	3,647	3,774	10585
8	3,148	3,258	3,372	3,489	3,612	3,738	3,869	10970
9	3,226	3,339	3,457	3,577	3,702	3,833	3,966	11355
10	3,308	3,424	3,543	3,667	3,795	3,928	4,066	11740
11	3,390	3,508	3,631	3,758	3,890	4,027	4,167	12125
12	3,474	3,596	3,722	3,852	3,987	4,126	4,271	12510
13	3,561	3,686	3,814	3,948	4,086	4,229	4,377	12895
14	3,650	3,778	3,909	4,046	4,188	4,334	4,486	13280
15	3,740	3,871	4,007	4,147	4,292	4,443	4,598	13665
16	3,834	3,967	4,107	4,250	4,399	4,554	4,713	14050
17	3,929	4,066	4,208	4,356	4,509	4,667	4,830	14435
18	4,028	4,169	4,315	4,466	4,622	4,784	4,951	14820
19	4,128	4,273	4,422	4,578	4,738	4,903	5,075	15205
20	4,231	4,379	4,533	4,692	4,856	5,026	5,201	15590
21	4,338	4,490	4,647	4,809	4,978	5,152	5,332	15975
22	4,446	4,602	4,763	4,930	5,103	5,280	5,465	16360
23	4,557	4,717	4,881	5,052	5,229	5,412	5,601	16745
24	4,671	4,834	5,004	5,178	5,360	5,548	5,742	17130
25	4,788	4,956	5,129	5,309	5,495	5,687	5,886	17515
26	4,908	5,080	5,257	5,441	5,632	5,828	6,033	17900
27	5,030	5,207	5,389	5,577	5,772	5,974	6,183	18285
28	5,156	5,337	5,524	5,718	5,917	6,124	6,339	18670
29	5,286	5,471	5,663	5,860	6,066	6,278	6,498	19055
30	5,418	5,608	5,804	6,008	6,217	6,435	6,660	19440
31	5,554	5,748	5,950	6,158	6,374	6,597	6,828	19825
32	5,693	5,893	6,099	6,313	6,533	6,762	6,999	20210
33	5,836	6,040	6,251	6,470	6,697	6,931	7,174	20595
34	5,982	6,191	6,408	6,632	6,864	7,104	7,353	20980
35	6,131	6,346	6,567	6,797	7,035	7,281	7,536	21365
36	6,284	6,504	6,731	6,967	7,211	7,463	7,725	21750
37	6,441	6,667	6,900	7,141	7,391	7,650	7,917	22135
38	6,602	6,833	7,072	7,320	7,576	7,842	8,115	22520
39	6,767	7,004	7,250	7,503	7,766	8,038	8,319	22905
40	6,936	7,180	7,431	7,690	7,960	8,238	8,526	23290
41	7,109	7,358	7,616	7,882	8,158	8,444	8,739	23675
42	7,287	7,542	7,806	8,079	8,362	8,655	8,957	24060
43	7,469	7,731	8,000	8,281	8,570	8,871	9,181	24445
44	7,655	7,923	8,201	8,487	8,784	9,092	9,410	24830
45	7,847	8,122	8,406	8,700	9,004	9,320	9,645	25215
46	8,043	8,325	8,616	8,918	9,230	9,552	9,888	25600
47	8,244	8,532	8,831	9,140	9,460	9,791	10,133	25985
48	8,450	8,746	9,051	9,368	9,696	10,036	10,387	26370

APPENDIX C1

FY 21-22 (10 MONTH 205 DAYS)								
Range	A	B	C	D	E	F	G	Max pts
1	2,526	2,615	2,705	2,801	2,899	3,000	3,105	8275
2	2,588	2,679	2,772	2,869	2,970	3,074	3,182	8660
3	2,653	2,746	2,842	2,942	3,045	3,152	3,261	9045
4	2,719	2,814	2,912	3,015	3,120	3,229	3,343	9430
5	2,787	2,884	2,985	3,090	3,198	3,310	3,425	9815
6	2,857	2,957	3,061	3,167	3,278	3,393	3,512	10200
7	2,928	3,030	3,137	3,247	3,360	3,478	3,599	10585
8	3,001	3,107	3,215	3,327	3,444	3,564	3,689	10970
9	3,076	3,184	3,296	3,411	3,530	3,654	3,782	11355
10	3,154	3,264	3,378	3,496	3,619	3,745	3,877	11740
11	3,232	3,345	3,462	3,583	3,709	3,839	3,973	12125
12	3,313	3,429	3,549	3,673	3,802	3,934	4,072	12510
13	3,395	3,514	3,637	3,764	3,896	4,033	4,174	12895
14	3,480	3,602	3,727	3,858	3,993	4,133	4,277	13280
15	3,566	3,691	3,820	3,954	4,092	4,236	4,384	13665
16	3,655	3,783	3,916	4,052	4,195	4,342	4,493	14050
17	3,746	3,877	4,013	4,154	4,299	4,449	4,605	14435
18	3,840	3,975	4,114	4,258	4,407	4,561	4,721	14820
19	3,936	4,074	4,216	4,365	4,517	4,675	4,839	15205
20	4,035	4,176	4,322	4,474	4,630	4,792	4,959	15590
21	4,136	4,281	4,431	4,585	4,746	4,912	5,084	15975
22	4,239	4,388	4,541	4,700	4,865	5,035	5,211	16360
23	4,345	4,498	4,654	4,817	4,986	5,160	5,341	16745
24	4,454	4,609	4,771	4,938	5,111	5,290	5,475	17130
25	4,565	4,725	4,890	5,062	5,239	5,422	5,613	17515
26	4,679	4,843	5,013	5,188	5,370	5,557	5,753	17900
27	4,796	4,965	5,138	5,318	5,504	5,696	5,896	18285
28	4,917	5,089	5,267	5,452	5,642	5,839	6,044	18670
29	5,040	5,217	5,399	5,587	5,784	5,986	6,196	19055
30	5,166	5,347	5,534	5,729	5,928	6,136	6,350	19440
31	5,296	5,481	5,673	5,872	6,078	6,290	6,510	19825
32	5,429	5,619	5,815	6,019	6,229	6,447	6,673	20210
33	5,564	5,759	5,961	6,170	6,386	6,608	6,840	20595
34	5,703	5,903	6,110	6,323	6,545	6,774	7,011	20980
35	5,846	6,050	6,261	6,481	6,708	6,943	7,185	21365
36	5,992	6,202	6,418	6,643	6,876	7,116	7,366	21750
37	6,141	6,357	6,579	6,809	7,047	7,294	7,549	22135
38	6,295	6,515	6,743	6,979	7,224	7,477	7,738	22520
39	6,453	6,678	6,913	7,154	7,405	7,664	7,932	22905
40	6,614	6,846	7,085	7,333	7,590	7,855	8,130	23290
41	6,779	7,016	7,262	7,515	7,779	8,052	8,333	23675
42	6,948	7,192	7,443	7,704	7,973	8,252	8,541	24060
43	7,121	7,371	7,628	7,896	8,172	8,458	8,754	24445
44	7,299	7,554	7,820	8,092	8,375	8,669	8,972	24830
45	7,482	7,744	8,015	8,295	8,586	8,886	9,197	25215
46	7,669	7,938	8,216	8,503	8,801	9,108	9,428	25600
47	7,860	8,135	8,420	8,715	9,020	9,336	9,662	25985
48	8,057	8,339	8,630	8,932	9,245	9,569	9,904	26370

APPENDIX C1

FY 21-22 (HOURLY)								
Range	A	B	C	D	E	F	G	Max pts
1	15.40	15.94	16.50	17.08	17.68	18.29	18.93	8275
2	15.78	16.34	16.90	17.50	18.11	18.75	19.40	8660
3	16.18	16.75	17.33	17.94	18.57	19.22	19.89	9045
4	16.58	17.16	17.76	18.38	19.03	19.69	20.38	9430
5	16.99	17.59	18.20	18.84	19.50	20.19	20.89	9815
6	17.42	18.03	18.66	19.31	19.99	20.69	21.42	10200
7	17.85	18.48	19.13	19.80	20.49	21.21	21.94	10585
8	18.30	18.94	19.61	20.29	21.00	21.73	22.49	10970
9	18.76	19.41	20.10	20.80	21.52	22.28	23.06	11355
10	19.23	19.91	20.60	21.32	22.07	22.84	23.64	11740
11	19.71	20.40	21.11	21.85	22.61	23.41	24.23	12125
12	20.20	20.91	21.64	22.40	23.18	23.99	24.83	12510
13	20.70	21.43	22.17	22.95	23.75	24.59	25.45	12895
14	21.22	21.96	22.73	23.52	24.35	25.20	26.08	13280
15	21.75	22.51	23.30	24.11	24.95	25.83	26.73	13665
16	22.29	23.07	23.88	24.71	25.58	26.47	27.40	14050
17	22.84	23.64	24.47	25.33	26.21	27.13	28.08	14435
18	23.42	24.24	25.09	25.97	26.87	27.81	28.79	14820
19	24.00	24.84	25.71	26.61	27.55	28.51	29.51	15205
20	24.60	25.46	26.35	27.28	28.23	29.22	30.24	15590
21	25.22	26.11	27.02	27.96	28.94	29.95	31.00	15975
22	25.85	26.76	27.69	28.66	29.67	30.70	31.78	16360
23	26.49	27.42	28.38	29.37	30.40	31.46	32.57	16745
24	27.16	28.11	29.09	30.11	31.16	32.25	33.38	17130
25	27.84	28.81	29.82	30.86	31.95	33.06	34.22	17515
26	28.53	29.53	30.57	31.64	32.74	33.89	35.08	17900
27	29.25	30.27	31.33	32.43	33.56	34.73	35.95	18285
28	29.98	31.03	32.11	33.24	34.40	35.61	36.85	18670
29	30.73	31.81	32.92	34.07	35.27	36.50	37.78	19055
30	31.50	32.60	33.75	34.93	36.15	37.42	38.72	19440
31	32.29	33.42	34.59	35.80	37.06	38.35	39.70	19825
32	33.10	34.26	35.46	36.70	37.98	39.31	40.69	20210
33	33.93	35.11	36.34	37.62	38.94	40.30	41.71	20595
34	34.78	35.99	37.26	38.56	39.91	41.30	42.75	20980
35	35.64	36.89	38.18	39.52	40.90	42.33	43.81	21365
36	36.54	37.82	39.14	40.51	41.93	43.39	44.91	21750
37	37.45	38.76	40.12	41.52	42.97	44.48	46.03	22135
38	38.38	39.73	41.12	42.56	44.05	45.59	47.18	22520
39	39.35	40.72	42.15	43.62	45.15	46.73	48.37	22905
40	40.33	41.74	43.20	44.71	46.28	47.90	49.57	23290
41	41.33	42.78	44.28	45.83	47.43	49.09	50.81	23675
42	42.37	43.85	45.39	46.97	48.62	50.32	52.08	24060
43	43.42	44.95	46.51	48.15	49.83	51.57	53.38	24445
44	44.51	46.06	47.68	49.34	51.07	52.86	54.71	24830
45	45.62	47.22	48.87	50.58	52.35	54.19	56.08	25215
46	46.76	48.40	50.10	51.85	53.66	55.54	57.49	25600
47	47.93	49.60	51.34	53.14	55.00	56.93	58.91	25985
48	49.13	50.85	52.62	54.47	56.37	58.35	60.39	26370

Effective July 1 of the ninth (9th) year of consecutive service, a longevity increase of two and one-half (2.5%) will be added to the employee's base salary

Effective July 1 of the thirteenth (13th) year of consecutive service, a longevity increase of five percent (5%) will be added to the employee's base salary.

Effective July 1 of the seventeenth (17th) year of consecutive service, a longevity increase of seven and one-half percent (7.5%) will be added to the employee's base salary.

Effective July of the twenty-first (21st) year of consecutive service, a longevity increase of ten percent (10%) will be added to the employee's base salary.

Commencing July 1, 2005, effective July of the twenty-fifth (25th) year of consecutive service, a longevity increase of twelve and one-half percent (12.5%) will be added to the employee's base salary.

APPENDIX C2

Permanent Intermittent Salary Schedule		
	2022	
	A	Point Factor
1	\$15.60	5275
2	\$16.00	5775
3	\$16.39	6275
4	\$16.80	6775
5	\$17.22	7275
6	\$17.65	7999

*Permanent Intermittent Employees on Salary Schedule Appendix C2 will move to their next step on January 1 of each year and not July.

Classified Salary Schedule for 2016-17							
Range	A	B	C	D	E	F	G
18	\$3,675	\$3,804	\$3,937	\$4,075	\$4,217	\$4,365	\$4,518
Daily Rate Formula: Salary times 12 months, divided by 261 days							
Daily Rate	\$168.97	\$174.90	\$181.01	\$187.36	\$193.89	\$200.69	\$207.72
With 2.5% Longevity equal Base Salary times 1.025							
\$3,675 times 1.025							
Range	A	B	C	D	E	F	G
18	\$3,766.88	\$3,899.10	\$4,035.43	\$4,176.88	\$4,322.43	\$4,474.13	\$4,630.95
Daily Rate Formula: Salary times 12 months, divided by 261 days							
Daily Rate	\$173.19	\$179.27	\$185.54	\$192.04	\$198.73	\$205.71	\$212.92
10 month Calculation-Calendar A, Range 18, Step A:							
Daily Rate, \$168.97 times number of days to work for the fiscal year, 205 equal annual salary of \$34,638.85							
Annual Salary, \$34,638.85 divided by 10 months equal monthly salary of \$3,463.89							
Daily Rate	\$168.97						
Annual Salary	\$34,638.85						
Monthly salary	\$3,463.89						
10 Month Calculation, Range 18, Step A with 2.5% Longevity equal Salary times 1.025							
Daily Rate, \$173.19 times number of days to work for the fiscal year, 205 equal annual salary of \$35,503.95							
Annual Salary, \$35,503.95 divided by 10 months equal monthly salary of \$3,550.40							
Daily Rate	\$173.19						
Annual Salary	\$35,503.95						
Monthly Salary	\$3,550.40						

12 month employees work 261 days per year
261 days times 8 hours equal 2,088 hours worked per year
2,088 hours worked per year divided by 12 months equal 174 hours per month
174 hours per month divided by 8 equal 21.75 days per month

APPENDIX D TRAVEL AND MILEAGE

A. TRAVEL REQUEST

1. Travel requests are required for all travel other than in-district mileage reimbursement.
2. All required information on the Travel Request Form must be completed. If an advance is required, it should be noted on the request form. If advance payments for hotels, registration, etc., are required, the proper information (registration forms, hotel literature, etc.) showing the amount to be paid, the payee and address **MUST** be attached to the Travel Request. Employees using personal funds to make advance arrangements will not be reimbursed until the travel claim (which is turned in after the trip) is processed and appropriate receipts are attached. Employees using personal funds to make advance arrangements **MUST** indicate these payments on the Travel Request form to avoid duplicate payments. Payment for AIR transportation must be arranged through the District's Purchasing Department.

Requests for travel outside the State of California must be approved by the Superintendent /President.

If a substitute will be needed, forms for "permission to be absent" should be completed and should accompany the Travel Request.

3. The Travel Request should be submitted to the employee's DIVISION OR DEPARTMENT HEAD for approval. This should be done not less than five (5) working days prior to the trip.
4. The approved Travel Request should then be routed to the Budget Officer.
5. After the Travel Request has been processed, a copy of the processed request indicating all payments made will be sent to the requester. If an advance was required, the requester will be informed when to come to the Accounting Office to sign for the check.
6. The Business Office must be notified of all cancellations so the approved request can be retired from the active file.

B. TRAVEL CLAIM

1. Travel claims must be submitted for all approved travel requests and must identify all costs incurred, even if no additional reimbursement is requested.

2. Claims for Travel Reimbursement must be submitted within seven (7) working days after the trip is completed, to the Business Office.
3. Required receipts must be attached to the claim for all travel expenses incurred, including those that were prepaid.
4. The report area of the Travel Request must be completed and submitted to the Business Office.
5. Reimbursements for supply items purchased may not be made on the travel claim.
6. If advances for personal travel expenses for several employees have been made to one person, that one person must file a group travel claim for reimbursement of all expenses incurred by that group.
7. The requester will receive the travel check in approximately one week.

C. CLAIMS FOR TRAVEL EXPENSE

1. Actual and necessary travel expenses shall be allowed and paid in accordance with the following rules:
 - 1.1 Travel Claims for traveling at the expense of the district shall show the purpose of the trip.
 - 1.2 Travel Claims shall be properly itemized, accompanied by the required receipts and approved by the duly authorized officer.
 - 1.3 Established charges by common carriers or terminal stations for the handling or transportation of necessary personal or official baggage will be allowed. No other personal expenses shall be claimed.
2. Itemized receipts for costs incurred are required for the following items, including those which have been prepaid.
 - 2.1 Registration fees
 - 2.2 Lodging costs
 - 2.3 Transportation other than personal mileage
 - 2.4 Parking fees
 - 2.5 Telephone or telegraph charges incurred for business purposes. The purpose and nature of the call must be indicated.

- 2.6 Taxi or limousine service fares
- 2.7 Automobile rental charges, including those paid through use of a district credit card.
- 2.8 Any other necessary travel expenses except those identified in item 3 below.
- 2.9 Personal charge card receipts are not acceptable.
- 3. Receipts need not be submitted for the following:
 - 3.1 Public transportation fares which are available in public tariffs
 - 3.2 Personal meal allowances
 - 3.3 Street car and ferry fares, bridge and road tolls
 - 3.4 Incidental expenses of \$5.00 or less
- 4. Hotels
 - 4.1 Receipts for lodging, European Plan, or board and lodging, American Plan, shall be furnished and shall show the dates for which the charge is made. Reimbursement shall be made for actual lodging expense, based on single occupancy rate.
 - 4.2 Full reimbursement will be allowed while registered at conference headquarters. If, due to causes beyond the control of the individual, it is necessary to obtain accommodations other than at the conference headquarters hotel, full reimbursement will be allowed based on single occupancy rate. If the individual chooses to obtain accommodations other than at the conference headquarters, the individual will receive full reimbursement, based on single occupancy rate, not to exceed cost of conference headquarters. Substantiating statement must be attached to travel claim.
- 5. Meals
 - 5.1 The maximum allowance for meals is \$32.00 per day.
 - 5.2 The amount expended for any particular meal is left to the discretion of the individual, but the total for all meals shall not exceed the applicable maximum allowance. It is not necessary to detail the cost of meals. Meals may be averaged out on a daily basis or they may be reported separately. If separate meals are charged, a maximum of:

\$5.50 Breakfast	\$9.50 Lunch	\$17.00 Dinner
-------------------------	---------------------	-----------------------

is fixed unless the individual is attending a conference and the meal is considered part of the program. In such case, full reimbursement will be allowed. Conference meal reimbursements must be accompanied by supporting documentation.

- 5.3 Travel claims shall show time of departure from and return to the College. Should the time of departure be 7 a.m. or after, or time of return be prior to 7 a.m., no allowance for breakfast will be claimed. Should the time for departure be 12noon, no allowance for lunch may be claimed. Should the time of departure be 7p.m. or after, or the time of return be prior to 7 p.m., no allowance for dinner may be claimed.
- 5.4 Meal reimbursement will not be made for travel to locations within ten (10) miles of the employee's primary worksite. [This section will become effective only when agreed to by all three collective bargaining agents.]

6. Railroad Transportation

- 6.1 No more than actual fare on any transportation service, in accordance with the latest tariffs at the time the trip was made, shall be allowed. Special rates and round-trip rates shall be used whenever possible.
- 6.2 One berth for each person or "roomette" accommodations will be allowed.
- 6.3 Unusual delay or deviation from the shortest, usually traveled route, shall be explained. If due to causes beyond the control of the individual, additional expenses incurred may be allowed.

7. Airplane Travel

- 7.1 Claims for airplane travel shall be allowed when in conformity with the latest regular published airplane tariffs. When more than one class of air travel is available, the district will pay tourist class only. Payment for air transportation must be arranged through the District's Purchasing Department and the cost incurred shall be reported on the travel claim and supported by the proper documentation.

- 7.2 Air travel by college district employees, approved in accordance with board policy is to be limited to flights on regular scheduled airplanes.
- 7.3 College staff shall not pilot or charter personal or private aircraft, or any variation thereof, when traveling within the scope of their employment on behalf of San Joaquin Delta College. This method of travel is not covered by district liability insurance and is in direct violation of district procedure.

8. Automobile Travel

- 8.1 In cases where authorized travel is by district-owned automobile, actual and necessary travel expense shall not include mileage expense. District vehicles should be requested as early as possible after approved Travel Request is received. Vehicles are to always be picked up and returned to the vehicle parking area. The Transportation Department is to be notified of all cancellations as soon as possible due to the heavy demand for vehicle use.
- 8.2 Mileage for privately owned automobiles is allowed. Rate of reimbursement is listed in D. below.
- 8.3 Ferry, bridge, or toll charges may be claimed in addition to mileage allowances.
- 8.4 Mileage reimbursement will be limited to the amount equivalent to airplane transportation plus local transportation costs.
- 8.5 Mileage for rental automobiles is allowed when approval has been received to use a car rental for business purposes. Employees shall obtain the least expensive rental available.

9. Incidental Traveling Expenses

- 9.1 A maximum allowance of \$5.00 may be claimed, without itemization for incidental traveling expenses during each 24 hours, or major fraction thereof, starting at the time of departure from and ending with return to college. A major fraction of 24 hours is defined as 12 or more hours.

D. IN-DISTRICT MILEAGE

- 1. The following rules apply to request for reimbursement for travel with the district when no district vehicle is provided.

- 1.1 Mileage reimbursement shall be paid any employee assigned to more than one area in the district on a regular district contract assignment.
- 1.2 Mileage reimbursement shall be paid any employee whose assignment requires the use of a personal vehicle to visit various locations within the district.
- 1.3 Distance allowed will be for those miles between areas or other assigned locations other than the distance between home and the College.
- 1.4 Incidental parking meter charges, if itemized, are the only other item that may be claimed on the Monthly District Mileage Claim.
- 1.5 The mileage rate will be such amount as allowed by current IRS Regulations.

E. TRAVEL ADVANCES

1. Advance payment of travel expenditures will be paid by the Travel Request procedure. The proper forms and information showing the amount, payee and address must be attached to the Travel Request.
 - 1.1 Only the first nights lodging will be prepaid unless otherwise required by the hotel.
 - 1.2 Registration may be prepaid in full, regardless of amount.
 - 1.3 Travel advances may not be used to pay for air fare. Payment must be handled through the regular purchase order process.
2. Travel advances for personal travel expenses may be made to employees based upon the estimated cost approved on the Travel Request.
 - 2.1 Travel advances will not be made for less than \$25.00.
 - 2.2 Lodging cost for the additional nights required may be advanced in full if not already prepaid.
 - 2.3 All other estimated costs may be advanced at the rate of 80%.

APPENDIX E SAN JOAQUIN DELTA COLLEGE CLASSIFIED/CONFIDENTIAL/POLICE EMPLOYEE PERFORMANCE APPRAISAL				
Employee Name:	Classification:		<input type="checkbox"/> Probationary 4 months <input type="checkbox"/> Probationary 8 months <input type="checkbox"/> Permanent/Every 2 years <input type="checkbox"/> Permanent/Annual <input type="checkbox"/> Promotional Probationary <input type="checkbox"/> Other _____	
Department/Division:	Supervisor Name:			
Evaluation period From:	To:			
<ul style="list-style-type: none"> Ratings criteria: <ul style="list-style-type: none"> 1 – Consistently exceeds expected standards 2 – Consistently meets and occasionally exceeds standards 3 – Meets expected standards 4 – Improvement needed to meet expected standards Comments are encouraged in all areas, or may be included in the form of an attachment. However, ratings of "4" in any category must be supported in the comments section and include a plan for improvement. The evaluator shall complete this form by indicating the appropriate rating and meeting with the employee to discuss its contents. The form shall be signed and dated by both the employee and the evaluator. 				
KNOWLEDGE OF THE JOB				
<input type="checkbox"/> 1. Exceptional knowledge of job duties and responsibilities.	<input type="checkbox"/> 2. Effectively understands job duties	<input type="checkbox"/> 3. Understands job duties and responsibilities.	<input type="checkbox"/> 4. Lacks knowledge of job duties and responsibilities. <i>Improvement Plan:</i>	
ABILITY TO WORK AS DIRECTED				
<input type="checkbox"/> 1. Consistently carries out job duties and responsibilities as directed. Requires minimum supervision.	<input type="checkbox"/> 2. Consistently carries out job duties and responsibilities as directed with occasional supervision.	<input type="checkbox"/> 3. Consistently carries out job duties and responsibilities as directed with regular supervision.	<input type="checkbox"/> 4. Does not carry out job duties and responsibilities as directed. <i>Improvement Plan:</i>	
JUDGMENT				
<input type="checkbox"/> 1. Exceptional judgment in analyzing work situations and taking appropriate action. Extremely self-reliant.	<input type="checkbox"/> 2. Consistently uses effective judgment in meeting the needs of job responsibilities. Minimum supervision required.	<input type="checkbox"/> 3. Use of judgment on the job meets job responsibilities. Requires some general supervision and direction.	<input type="checkbox"/> 4. Displays judgment which does not meet the needs of job responsibilities. Does best with supervision. <i>Improvement Plan:</i>	

APPENDIX E

INITIATIVE & ADAPTABILITY			
<input type="checkbox"/> 1. Displays initiative and adaptability; seeks innovative solutions to improve practices and procedures; Self-motivated.	<input type="checkbox"/> 2. Interested in new ideas for improvement. Demonstrates flexibility and willingness to participate in development and implementation.	<input type="checkbox"/> 3. Participates in the implementation of new procedures. Accepts direction	<input type="checkbox"/> 4. Increase initiative and/or adaptability necessary. <i>Improvement Plan:</i>
ORGANIZATIONAL SKILLS & ABILITY			
<input type="checkbox"/> 1. Consistently demonstrates skills at sequencing, prioritizing, and scheduling work. Work is complete, accurate, thorough, and timely.	<input type="checkbox"/> 2. Frequently produces well organized and on time work.	<input type="checkbox"/> 3. Completes work or assigned tasks on time.	<input type="checkbox"/> 4. Frequently unable to complete assigned work within a reasonable time period <i>Improvement Plan:</i>
COMMUNICATIONS & INTERACTIONS WITH OTHERS			
<input type="checkbox"/> 1. Excellent interpersonal skills. Communicates effectively with others and consistently provides personalized assistance of high quality.	<input type="checkbox"/> 2. Good interpersonal and communications skills. Provides consistent information and assistance to others.	<input type="checkbox"/> 3. Consistent and cooperative in communications and interactions with others.	<input type="checkbox"/> 4. Needs to improve communication skills to enhance personal interactions. <i>Improvement Plan:</i>
HEALTH & SAFETY PRACTICES			
<input type="checkbox"/> 1. Complies with all safety practices and utilizes them to perform duties safely.	<input type="checkbox"/> 2. Does not follow safety practices. <i>Improvement Plan:</i>		
ADHERENCE TO WORK SCHEDULE & OVERALL ATTENDANCE (Does not include excused or excluded absences – FMLA, CFRA, PDL, etc.)			
<input type="checkbox"/> 1. Dependable attendance with good adherence to work schedule.		<input type="checkbox"/> 2. Needs improvement. <i>Improvement Plan:</i>	

APPENDIX E

COMMENDATION: Describe any positive attributes or specific accomplishments that may not have been addressed in above categories.	
RECOMMENDATIONS: Identify positive goals and training opportunities for professional/personal development.	
OVERALL EMPLOYEE PERFORMANCE RATING <input type="checkbox"/> Performance consistently exceeds expected standards <input type="checkbox"/> Performance consistently meets and occasionally exceeds standards <input type="checkbox"/> Performance meets expected standards <input type="checkbox"/> Improvement needed to meet expected standards	FOR PROBATIONARY EMPLOYEES ONLY <input type="checkbox"/> Continue in Probationary Status <input type="checkbox"/> Recommend Permanent Status <input type="checkbox"/> Do NOT recommend Permanent Status
EMPLOYEE COMMENTS: (attach sheets if needed)	
Signature of Supervisor _____ Signature of Vice President of Human Resources And Risk Management _____	Date _____ Date _____ Signature of Employee _____ Date _____ <i>In signing this form, the employee acknowledges having seen and discussed this evaluation. Signature does not necessarily imply agreement, and the employee may attach a written response or request a review in accordance with Section 4.2.3 of the Collective Bargaining Agreement.</i>

APPENDIX F
PERFORMANCE IMPROVEMENT PLAN
(Not to be used for conduct issues)

Employee Name: _____

Area of Improvement: _____

Please outline minimum performance standard and due dates in this area:

<u>Standards</u>	<u>Due Date</u>
1.	
2.	
3.	
4.	
5.	

What specific action(s) is employee committing to take to meet or exceed minimum standards in this area?

1. _____
2. _____
3. _____
4. _____
5. _____

How will improvement in this area be measured and reported?

Measurement: _____

Reporting: _____

What specific actions will the supervisor/manager take to improve employee performance in this area?

What are the consequences of not meeting performance standards by the due date?

When will the supervisor/manager and the employee meet to review progress?

Signature (Employee) Date

Signature (Manager) Date

APPENDIX G
CSEA JOB REPRESENTATIVES:
SELECTION, DUTIES, AND RESPONSIBILITIES

1. The following shall be understood to constitute the duties and responsibilities of the Job Representatives.
 - a. Each job representative shall represent the employees subject to provisions in Article VI.
 - b. To keep the employees informed by distributing newsletters, job announcements, appropriate CSEA news bulletins, etc., provide informative, answer questions, directly inform employees concerning general CSEA policies as adopted by Chapter officers, and otherwise keep up to date on events as they affect employees.
 - c. To keep abreast of events; to perform membership recruiting and information dissemination regarding all aspects of District policies, etc.
 - d. Assist local chapter officers and state representatives when so requested.
 - e. The job representatives shall be non-voting members of the local chapter executive committee.
 - f. The job representative may discuss any problem with the employees and if appropriate, attempt to achieve a settlement in accordance with the grievance procedure, as outlined in this agreement.

APPENDIX H
CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985
(COBRA)

The parties to this contract intend that the following provisions are to comply with the regulations set forth in Title XXII of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

- A. Employees covered by the health plan benefits as defined in Section D, may choose to continue health plan coverage for eighteen months for themselves, their spouse or dependents under the following circumstances:
 - 1) When the employee is terminated for reasons other than gross misconduct;
 - 2) When the employee's hours are reduced which results in a loss of health plan benefits.
- B. The spouse of an employee covered by the Health Plan may choose to continue health plan coverage for a period of thirty-six months if he or she loses health plan coverage for any of the following reasons:
 - 1) The death of the employee;
 - 2) Divorce or legal separation from the employee;
 - 3) The employee becomes eligible for Medicare.
- C. The dependent child of an employee covered by the Health Plan may choose to continue health plan coverage for a period of thirty-six months, if he or she loses health plan coverage for any of the following reasons:
 - 1) Death of the parent;
 - 2) Parents' divorce or legal separation;
 - 3) Parent becomes eligible for Medicare;
 - 4) The dependent ceases to be a "dependent child" under the current health plan.
- D. Health Plan coverage is defined as those benefits offered employees in Article X (Health, dental and vision, benefits only. Life insurance, Tax Sheltered Annuities and Long Term Disability are not considered health benefits requiring continued coverage under COBRA.)
- E. The employee, spouse or dependent has 60 days from the date he or she would lose coverage to inform Norman C. Harris, Insurance Associates, that he or she desires continued health plan benefit coverage. If the employee, spouse or dependent fails to notify Norman C. Harris, Insurance Associates within 60 days, all group health insurance coverage will cease.

- F. If the employee, spouse or dependent chooses continuation health plan benefits, the employee, spouse or dependent shall be responsible for payment of the applicable premium, plus an additional charge of (2) two percent the applicable premium amount.
- G. Continuation of health plan coverage shall be revoked under any of the following circumstances:
 - 1) The District no longer provides group health coverage to any of its employees;
 - 2) The employee, spouse or dependent does not timely pay the premiums;
 - 3) The employee, spouse or dependent becomes covered under another group health plan;
 - 4) The employee, spouse or dependent becomes eligible for Medicare;
 - 5) A spouse divorced from a covered employee subsequently remarries and is covered under the new spouse's group health plan.
- H. Any modification of health plan benefits for bargaining unit members shall be applicable to any continued health plan coverage.
- I. All other applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Title XXII, as they may be amended from time to time shall be adhered to by both the district and employees, and their spouses and dependents The District may take such action to modify such practices as may be necessary to ensure conformity with the provisions of and the regulations adopted pursuant to Title XXII of COBRA.

**APPENDIX I
SJDC EEO ACTION APPEAL FORM**



Administrative Procedure 3435.1

Unlawful Discrimination/Harassment Complaint Form

Name:	<div style="display: flex; justify-content: space-between;"><div>_____</div><div>_____</div></div> <div style="display: flex; justify-content: space-between; font-size: small;"><div><i>Last</i></div><div><i>First</i></div></div>			
Address:	<div style="display: flex; justify-content: space-between;"><div>_____</div><div>_____</div><div>_____</div><div>_____</div></div> <div style="display: flex; justify-content: space-between; font-size: small;"><div><i>Street or P.O. Box</i></div><div><i>City</i></div><div><i>State</i></div><div><i>Zip</i></div></div>			
Phone:	<div style="display: flex; justify-content: space-between;"><div>Day (____) _____</div><div>Evening (____) _____</div></div>			
I Am A:	<div style="display: flex; align-items: center;"><div><input type="checkbox"/> Student</div><div><input type="checkbox"/> Employee</div><div><input type="checkbox"/> Other: _____</div></div>			
I Wish To Complain Against:				
Date of Most Recent Incident of Alleged Discrimination: _____ <small>(Nonemployment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within six months of the date of the alleged unlawful discrimination)</small>				
I Allege Discrimination Based on the Following Category Protected under Title 5: (you must select at least one):				
<div style="display: flex; flex-wrap: wrap;"><div style="width: 50%;"><input type="checkbox"/> Age</div><div style="width: 50%;"><input type="checkbox"/> Ethnic Group Identification</div><div style="width: 50%;"><input type="checkbox"/> Physical Disability</div><div style="width: 50%;"><input type="checkbox"/> Retaliation</div><div style="width: 50%;"><input type="checkbox"/> Ancestry</div><div style="width: 50%;"><input type="checkbox"/> Mental Disability</div><div style="width: 50%;"><input type="checkbox"/> Race</div><div style="width: 50%;"><input type="checkbox"/> Sex (includes Harassment)</div><div style="width: 50%;"><input type="checkbox"/> Color</div><div style="width: 50%;"><input type="checkbox"/> National Origin</div><div style="width: 50%;"><input type="checkbox"/> Religion</div><div style="width: 50%;"><input type="checkbox"/> Sexual Orientation</div></div>				
<p>Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminated; 3) what happened; 4) witnesses (if any); and 5) why you believe the discrimination was because of protected group status [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you were retaliated against for filing of complaint or asserting your rights. (Attach additional pages as necessary.)</p> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>				
What would you like the District to do as a result of your complaint -- what remedy are you seeking?: _____ _____ _____				

I certify that this information is correct to the best of my knowledge.

Signature of Complainant

Date

Send this form to the Office of Human Resources and Employee Relations

5151 Pacific Avenue, Administration 202, Stockton, CA 95207

HR to forward to Chancellor's Office-Attn: Legal Affairs Division, 1102 Q Street, Sacramento, CA 95814-6511

APPENDIX J FEDERAL AND STATE LEAVES

The following listing is a brief overview of both Federal and State leaves available to employees. The list is not intended to be all inclusive and may include other leaves not noted below. Forms required to apply for leave shall be located in Human Resources section of the District's website.

- Family and Medical Leave aka FMLA (Federal)
- California Family Rights Act aka CFRA (State)
- Pregnancy Disability Leave Act aka PDL (State)
- Military Service Leave
- Uniform Services Employment and Re-employment Rights Act aka USERRA (Federal)
- Military and Veterans Code (State)
- Crime Victim's Leave (State)
- Kin Care (State)
- Jury Duty and Court Attendance Leave (State)
- Organ and bone Marrow Donor Leave (State)
- Volunteer Civil Service/Emergency Responder Leave (State)
- Voting Leave (State)
- Civil Air Patrol Leave (State)
- Domestic Violence, Sexual Assault and Stalking Victims Leave (State)
- School Visitation Leave (State)

APPENDIX K

CLASSIFICATION AND RECLASSIFICATION PROCESS

Point Factor System

The parties have adopted the Point Factor System to be used to determine the appropriate placement of classifications on the salary schedule. Job Descriptions are reviewed using The Point Factor Guide (K2) which contains the eight (8) factors to be evaluated and the definition/criteria for each level within the identified factor. The Point Factor Score Sheet contains the weighting assigned to each factor in order to determine total points for the classification.

The Point Factor System will be used to evaluate new classifications and updated job descriptions to determine appropriate salary placement. The Classified Classification and Reclassification Committee (CCRC) as described in Article XV will be responsible for conducting the point factor analysis for new and revised job descriptions using the Point Factor System for all CSEA positions.

Time limit extensions may be mutually agreed upon between CSEA and the District.

Reclassification Review Process

The process for reclassification requests is:

1. Completed Reclassification Request Form (K1) and Job Analysis Questionnaire (JAQ) shall be submitted to Human Resources when there has been a substantial and permanent change in the job duties and responsibilities.
2. Upon receipt of the Reclassification Request Form, Human Resources will convene the CCRC within thirty (30) working days from the date of receipt of the completed request form and JAQ; and:
 - a. Provide a copy to the employee's immediate supervisor for review and comment within ten (10) working days. At the expiration of the ten (10) working days, unless a time limit extension has been granted, Human Resources will proceed based on the information contained in the JAQ. If there are discrepancies between the employee's and supervisor's statements, the supervisor will be interviewed for clarification.
 - b. The employee and immediate supervisor will be provided a copy of the JAQ prior to submitting the JAQ to CCRC for review.
3. The CCRC will review the incumbent's job description and the completed JAQ to determine if the duties described by the incumbent and verified by the supervisor exceed the scope of the incumbent's job description. If the duties described on the JAQ are beyond the scope of the incumbent's job description, a determination will be made by members of CCRC whether the additional duties described in the JAQ are encompassed in an existing job description, or if a new job description/classification is required. If the CCRC requires additional information to make a determination and recommendation, Human Resources will follow up with the employee and/or their immediate supervisor and provide the additional information to CCRC.
 - a. If a classification exists that describes the additional duties performed by the incumbent as described in the JAQ, the CCRC will recommend a reclassification to the Vice President of Human Resources and Risk Management accordingly. The Vice President of Human Resources and Risk Management shall communicate with the employee and the immediate supervisor the results of the CCRC's recommendation and final results.
 - b. If a classification does not exist that describes the additional duties performed by the incumbent as described in the JAQ, a new job description will be created by Human Resources and CSEA.
4. Updated or new job descriptions will be scored by the CCRC using the Point Factor System (K2, K3).

Results and recommendations will be distributed to CSEA, the employee, the immediate supervisor and the Vice President of Human Resources and Risk Management.

5. The incumbent or the supervisor may appeal the results.

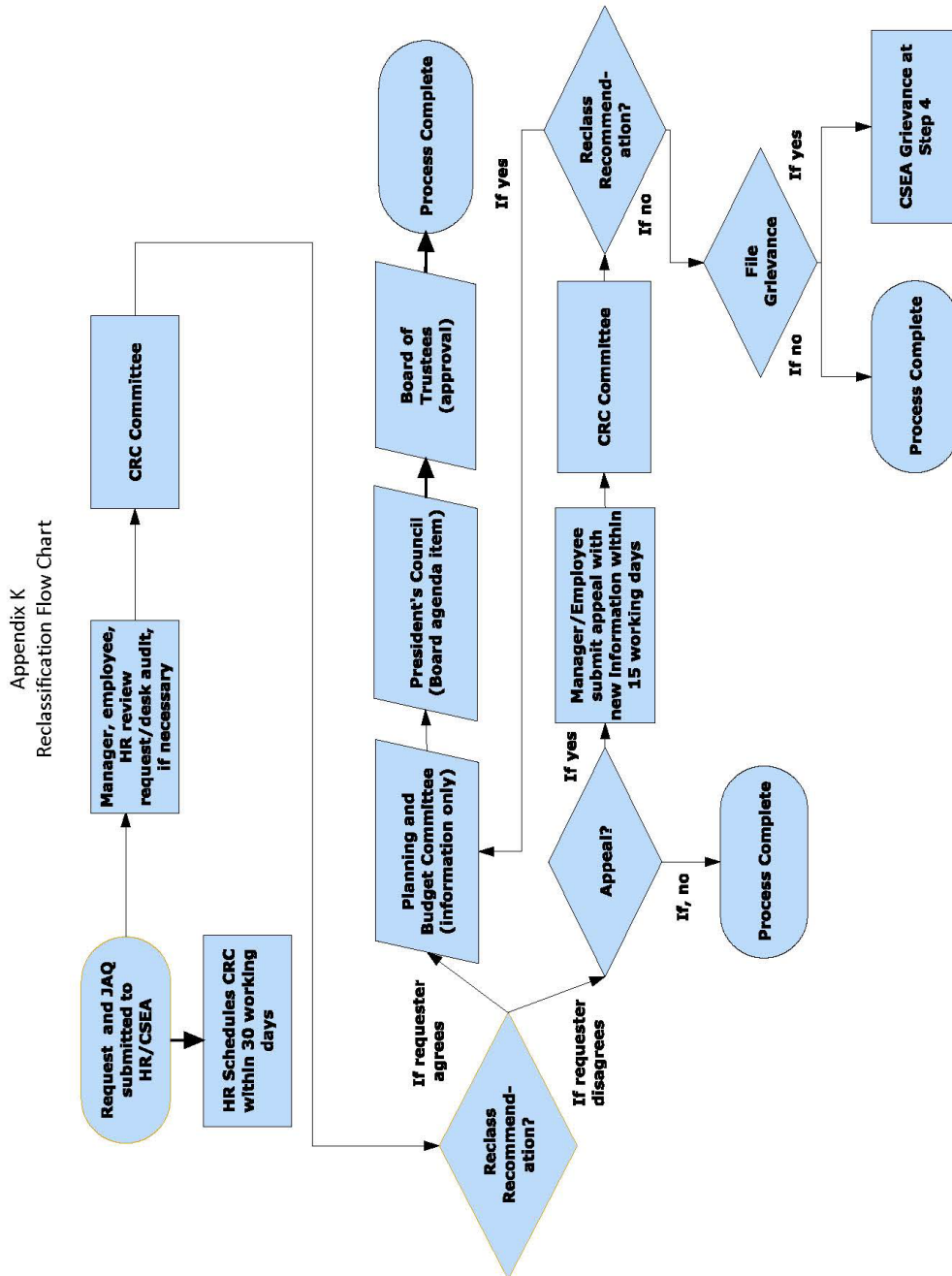
Appeals

1. An appeal form (K4) and additional information not included in the original review of the job description or JAQ shall be submitted to Human Resources within fifteen (15) working days from the date of the CCRC recommendation.
2. Human Resources will distribute the materials contained in the appeal to the CCRC and convene a CCRC meeting to review the appeal within fifteen (15) working days of receipt of the appeal.
3. The CCRC will review the information provided in the appeal and re-evaluate the original recommendation. For updated or new job descriptions, the CCRC will use the Point Factor System. Results of the re-scoring and recommendations will be distributed to CSEA, the employee, the immediate supervisor and the Vice President of Human Resources and Risk Management within five (5) working days.
4. Once an appeal has been reviewed by CCRC, there shall be no further review by the CCRC. Any further review shall go through the Dispute Settlement Process described in Article XVII by filing a grievance at the fourth step.

Adjustments to Salary Schedule – Appendix A

If scoring of the updated job description results in a change in the salary range of the classification, the proposed amendment to Appendix A will be presented to Planning and Budget Committee for information and will be presented at the next regularly scheduled Board of Trustees meeting to recommend approval and adoption. The effective date of the new salary placement shall be the month in which the Board approves the new salary schedule placement, unless otherwise agreed to by CSEA and the District.

APPENDIX K RECLASSIFICATION FLOW CHART



Revised 1/15/2015

**APPENDIX K1
RECLASSIFICATION REQUEST FORM**



SAN JOAQUIN DELTA COLLEGE
OFFICE OF HUMAN RESOURCES

RECLASSIFICATION REQUEST FORM

A reclassification is defined as the upgrading of a position to a higher class as a result of permanent and substantial increase of the duties and/or responsibilities required of the position. Volume of work is not considered as a reason for reclassification. Reclassification requests may be initiated by CSEA, the employee, and/or by management.

Instructions:

Forward this completed form and a completed Job Analysis Questionnaire (JAQ) to Human Resources to initiate a reclassification. Incomplete forms and/or JAQ's will be returned for completion before the process will be initiated.

See Appendix K of the CSEA Contract for detailed reclassification procedures.

Name of person submitting this request _____

Is there an incumbent in this classification? Yes ____ No ____

If yes, employee's name _____

Employee's job classification _____

Division/Department _____

Name of immediate supervisor _____

Title of immediate supervisor _____

Signature of person completing this form:

Name (Print) _____	Signature _____	Date _____
---------------------	-----------------	------------

HR Use Only

Received by _____ Date _____

CRC Date _____ Notes: _____

Revised 1/15/15

**APPENDIX K2
POINT FACTOR SCORING GUIDE**

FACTOR 1: EDUCATION/SPECIALIZED TRAINING	
This factor measures the minimum level of formal education, specialized training, and professional licensing and certification required to perform the work.	
Level 1 (50 points)	High school diploma or general equivalency education.
Level 2 (100 points)	High school diploma or equivalent and some specialized or technical training and/or vocational or technical or business school, certification and/or license.
Level 3 (150 points)	Associate Degree from an accredited college or university or advanced specialized training or certification in a related field such as journeyman certification.
Level 4 (200 points)	Bachelor's Degree from an accredited college or university.
Level 5 (250 points)	Bachelor's Degree from an accredited college or university with specialized training, certification and/or licensing.
Level 6 (300 points)	Master's degree from an accredited college or university.

FACTOR 2: WORK EXPERIENCE	
This factor measures the minimum amount of job-related experience, whether gained inside or outside the District, in order to be hired or promoted into the position. Journeyman level experience is equal to 2 years of experience.	
Level 1 (0 points)	No prior work experience required.
Level 2 (50 points)	Requires at least one year of related experience.
Level 3 (100 points)	Requires at least two years of related experience.
Level 4 (150 points)	Requires at least three years of related experience.
Level 5 (200 points)	Requires at least four years of related experience.
Level 6 (250 points)	Requires at least five years of related experience.
Level 7 (300 points)	Requires at least six years or more of related experience.

FACTOR 3: LEAD EXPERIENCE	
This factor measures the minimum amount of lead experience, in order to be hired or promoted into the position.	
Level 1 (0 points)	No prior lead/supervisory experience required.
Level 2 (150points)	Requires at least one year of lead experience. Lead workers provide work leadership and direction to others in lower classes or others in similar classes.
Level 3 (300 points)	Requires at least two years of lead experience overseeing a small area of functional responsibility.

FACTOR 4: PERSONAL/ORGANIZATIONAL INTERACTION	
This factor measures the scope, frequency, and purpose of relationships with others, internal and external.	
Level 1 (60 points)	Little or no interaction with others outside the District and infrequent interaction with District personnel. Purpose of interaction is to provide and/or receive routine information or documents.
Level 2 (120 points)	Limited interaction with others, including students, general public, visitors, and District personnel. Purpose of interaction is to provide or obtain explanation or additional information. (Less than 20% of workday)
Level 3 (180 points)	Regular and frequent interaction with others, including students, general public, visitors, and District personnel. Purpose of interaction is to explain and clarify abstract or complex information. May handle sensitive information and some complex matters. (More than 20% but less than 60% of work day)
Level 4 (240 points)	Substantial interaction with others. Interactions usually involve discussions related to explaining, clarifying, and interpreting policies and programs; and the like. Regularly handles sensitive and complex information. Serves as a liaison with vendors, other agencies and organizations on a regular basis. (More than 60% of workday).
Level 5 (300 points)	Regular and substantial high-level interaction with others in key positions. Interaction involves several areas within the District and/or with community, government, business leaders, media, and dignitaries. Handles highly sensitive information. (High-level interaction more than 60% of workday).

FACTOR 5: WORK COMPLEXITY	
This factor measures the variety, difficulty, and magnitude of tasks and responsibilities necessary to complete the work.	
Level 1 (60 points)	Tasks are simple. Work consists of standard well defined procedures and tasks and include a high percentage of manual duties.
Level 2 (120 points)	Tasks are multiple and focus more on single processes. Work is sometimes standardized and sometimes varied.
Level 3 (180 points)	Tasks are multiple and diverse with some interrelationship across processes. Work may require the direct application of a variety of procedures, policies, and/or precedents.
Level 4 (240 points)	Tasks are multiple, diverse, abstract, and detailed with frequent interrelationships across processes. Work often requires the direct application of a variety of procedures, policies, and/or precedents.
Level 5 (300 points)	Tasks and responsibilities require integration of diverse functional areas and involve variables that are often very abstract. Work is highly complex and varied, and requires the interpretation of technical and detailed guidelines, policies, and procedures in combination.

FACTOR 6: INDEPENDENT JUDGEMENT/DECISION MAKING/PROBLEM SOLVING	
This factor measures independent authority in respect to decision making and problem solving, and District impact of decisions and actions.	
Level 1 (75 points)	Works within clearly prescribed guidelines. Performs tasks and duties, using well-defined policies and procedures. Work is reviewed by supervisor. Not required to exercise independent judgment and decision making. Refers most problems to supervisor.
Level 2 (150 points)	Uses some initiative within established practice, policy and procedures; significant departure from practice, policy or procedure is referred to supervisor and reviewed. Uses judgment in adapting broad guidelines. Regular exercise of independent judgment. Decisions and actions have limited impact on the operation of the functional or organizational unit. (Less than 20% of functions require independent judgment/decision making)
Level 3 (225 points)	Uses considerable initiative and works independently at a programmatic level; Assists to develop objectives and general policies and procedures for a specific program or functional area. Day-to-day work and decisions do not require direction or review by immediate supervisor. End results are reviewed by supervisor. Decisions and actions have moderate impact on the operation of the functional or organizational unit. (20 to 50% of functions require independent judgment/decision making)
Level 4 (300 points)	Assists to develop broad objectives, policies and procedures that affect multi-functional areas. Within the framework of the organization, requires significant independent judgment and problem solving of a variety of issues. Actions taken have great impact on the District's functions. (More than 50% of functions require independent judgment/decision making)

FACTOR 7: SKILLS AND KNOWLEDGE	
This factor measures the depth and range of skills and know-how required in the direct performance of duties includes technology, regulations and laws, and job specific knowledge.	
Level 1 (60 points)	Minimal skills and/or job knowledge to accomplish related job processes; requires the skills and/or knowledge of appropriate standardized procedures or sources of information.
Level 2 (120 points)	Requires skills and/or knowledge of an occupationally specialized vocation in which procedures may be modified to fit conditions.
Level 3 (180 points)	Professional skills and/or knowledge of the rules, procedures, laws, methods of operations; applies this knowledge to a practical level of problem solving.
Level 4 (240 points)	Work requires demonstrated skill and professional knowledge of a breadth of issues associated with the occupation and applicable to complex and/or diverse assignments.
Level 5 (300 points)	Work requires in-depth professional skills and knowledge; may need to integrate information and data from unrelated sources to problem solve, develop and/or implement innovative and comprehensive solutions.

FACTOR 8: WORKING/ENVIRONMENTAL CONDITIONS	
This factor measures the unavoidable physical demands, environmental elements and safety/hazardous conditions under which the work is performed.	
Level 1 (75 points)	Work is performed within routine office environment with no exposure to hazardous or unpleasant conditions. Physical demands are usually limited to sitting or standing in one location much of the time. Some stooping, lifting or carrying objects of light weight may be required.
Level 2 (150 points)	Working conditions involves some exposure to moderate risk of accident and require following basic safety precautions. Physical demands include moderate physical activity that includes prolonged standing and/or walking, handling moderate weight objects and/or using or carrying equipment. Work may require travel.
Level 3 (225 points)	Work involves heavy physical effort and exertion of various kinds with frequent exposure to unpleasant elements, such as extreme temperatures, chemicals, fumes, gases, loud noises, dirt, dust, smoke etc. Movement may be restrained or confined. Heavy equipment operation may be required.
Level 4 (300 points)	Work involves strenuous physical activities of various kinds with continuous exposure to hazardous substances, potentially dangerous situations, unpleasant work conditions such as adverse weather conditions or extreme risk of accident or ill health.

APPENDIX K3 POINT FACTOR SCORING

Position Title:						
Reviewer:						
	Factor	Definition	Level	Points	Weight	Total
1	Education	This factor measures the minimum level of formal education, specialized training, professional licensing and certification required to perform the work.			12.5	0
2	Work Experience	This factor measures the minimum amount of job-related experience, whether gained inside or outside the District, in order to be hired or promoted into the position.			12.5	0
3	Lead Experience	This factor measures the minimum amount of lead experience required in order to be hired or promoted into the position.			5	0
4	Personal/Organizational Interaction	This factor measures the scope, frequency, and purpose of relationships with others, internal and external.			10	0
5	Work Complexity	This factor measures the variety, difficulty, and magnitude of tasks and responsibilities necessary to complete the work.			15	0
6	Independent Judgment/Decision Making/Problem Solving/Impact	This factor measures independent authority in respect to decision making and problem solving, the District impact of decisions and actions.			20	0
7	Skills and Knowledge	This factor measures depth and range of know-how required in the direct performance of duties; includes technology, regulations and laws, and job specific knowledge.			15	0
8	Working/Environmental Conditions	This factor measures the unavoidable physical demands, environmental elements and safety/hazardous conditions under which the work is performed.			10	0
Total						0

Salary Range

APPENDIX K4
CLASSIFICATION AND RECLASSIFICATION APPEAL FORM



Classification and
Reclassification Appeal Form

Submit Appeal Forms to Human Resources within fifteen (15) working days of the date of the CRC Committee decision. Include only new information on the appeal form. Be very specific and include examples and documentation. Volume of work is not considered. Attach a separate sheet if you need more room.

The Classified Reclassification Committee will review all appeals and make a recommendation to the Director of Human Resources and Risk Management. The decision of the Vice President of Human Resources and Risk Management is final. A written decision will be rendered to the employee and CSEA within five (5) working days following the CRC meeting date.

Name: _____

Classification Title: _____

Signature _____ Date _____

APPENDIX L



SAN JOAQUIN DELTA COLLEGE OFFICE OF HUMAN RESOURCES

CLASSIFIED REQUEST FOR PROFESSIONAL GROWTH & DEVELOPMENT

Section 1 – Employee to complete and forward to Manager/Supervisor

Name:

Job Classification Title:

Division/Department:

Purpose for requesting professional growth:

- ☐ Class:
☐ Class Materials:
☐ Conference/Workshop:
☐ Other:

If a flex work schedule is required, please list below:

Employee Signature: _____ Date: _____

Section 2 – Manager/Supervisor to complete and forward to Classified Professional Growth & Development Committee

Is professional growth request job related: ☐ YES ☐ NO (Provide comment below)

Operational impact and other comments:

Manager/Supervisor Signature: _____ Date: _____

Section 3 – Classified Professional Growth & Development Committee to complete

Committee Chairperson/Designee Signature: _____ Date: _____

☐ APPROVED ☐ DENIED

Comments:

HR/csr 6/28/16

APPENDIX M1
PERMANENT INTERMITTENT – ASSIGNMENT TRACKING AND NOTIFICATION

Permanent Intermittent Employee Tracking Form

Employee Name	
Job Title	

Contact Date	Comments	By

Instructions: Use this form to log all contacts and phone calls. Contact Human Resources, if an employee does not respond or refuses more than three times.

APPENDIX M2

PERMANENT INTERMITTENT – ASSIGNMENT TRACKING AND NOTIFICATION



San Joaquin Delta College

(date)

(name and address)

RE: Employment Status- *(Job title)*, Permanent Intermittent

Dear *(name)*

The manager or his/her designee of your department attempted to contact you on *(dates)* and you have either refused work or not responded.

If you wish to continue your employment with San Joaquin Delta College, please call *(human resources staff)*, Human Resources at (209) 954-5056 or email humanresources@deltacollege.edu within fifteen (15) days of the date of this letter.

Sincerely,

Dianna R. Gonzales
Vice President of Human Resources
and Risk Management

CC: Personnel File
(Manager)

APPENDIX M3

PERMANENT INTERMITTENT – ASSIGNMENT TRACKING AND NOTIFICATION



San Joaquin Delta College

(date)

(name and address)

RE: Employment Status- *(Job title)*, Permanent Intermittent

Dear *(name)*

On *(date)* the attached letter (*letter #1*) was sent to you regarding your employment status with San Joaquin Delta College. As of today's date, you have not responded and we must conclude that you are not available to work and that you have abandoned your job.

Your employment with San Joaquin Delta College will be terminated on *(date)*.

If you have any questions or wish to continue your employment with San Joaquin Delta College, please call (human resources staff), Human Resources at (209) 954-5056 or email humanresources@deltacollege.edu before the termination date listed above.

Sincerely,

Dianna R. Gonzales
Vice President of Human Resources
and Risk Management

CC: Personnel File
(Manager)

APPENDIX N



SAN JOAQUIN DELTA COLLEGE OFFICE OF HUMAN RESOURCES

CLASSIFIED ALTERNATE WORK SCHEDULE REQUEST FORM

Section 1 – Employee to complete and forward to Manager/Supervisor

Alternate work schedule request for entire department: ☐ NO ☐ YES (If yes, please attach list of employees.)

Name:

Division/Department:

Job Classification Title:

Hrs/Week:

Current Schedule:

Monday Tuesday Wednesday Thursday Friday
Saturday Sunday

Requested Alternate Work Schedule:

Monday Tuesday Wednesday Thursday Friday
Saturday Sunday

Start Date: If on a temporary basis, enter End Date: or ☐ Permanent

Use the dialogue box below to write the reason for requesting an alternate work schedule:

Employee Signature: _____ Date: _____

Section 2 – Manager/Supervisor to complete and forward to Human Resources

Manager/Supervisor Signature: _____ Date: _____

☐ APPROVED ☐ DENIED

Comments:

Section 3 – Vice President of Human Resources & Risk Management and CSEA President/Designee to complete

CSEA Chapter President/Designee Signature: _____ Date: _____

☐ APPROVED ☐ DENIED

Vice President of Human Resources Signature: _____ Date: _____

☐ APPROVED ☐ DENIED

Comments:

Revised: 08.16.2016