CLASSIFIED EMPLOYEES' CONTRACT JULY 1, 2022 THROUGH JUNE 30, 2025

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT

CSEA Ratified May 5, 2022 Board Approved May 11, 2022

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ARTICLE I - RECOGNITION

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ACKNOWLEDGMENT

The District hereby acknowledges that the Association is the exclusive bargaining representative for all bargaining unit members as defined by the Government Code, Section 3540, et. seq., and as mutually agreed by the parties.

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<u>1.2</u> SCOPE

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The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. Terms and conditions of employment mean health and welfare benefits as defined by the Government Code, Section 53200, leave and transfer policies, safety conditions of employment, procedures to be used for the evaluation of bargaining unit members, and organizational security pursuant to the Government Code, Section 3546, and procedures for processing grievances pursuant to the Government Code, Sections 3548.5, 3548.6, 3548.7, and 3548.8. All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the public school employer to consult with any bargaining unit members or bargaining unit member organization on any matter outside the scope of representation.

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<u>ARTICLE II – NONDISCRIMINATION</u>

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No bargaining unit member will be discriminated against, for employment purposes, for reasons of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, if otherwise qualified to perform the

service.

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<u>ARTICLE III – CHECKOFF AND ORGANIZATIONAL SECURITY</u>

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3.1 CHECKOFF

NONDISCRIMINATION

37 38 39 3.1.1 Pursuant to Education Code Section 88167, the District will deduct the normal and regular monthly Association membership dues as voluntarily authorized in writing by the bargaining unit member subject to the following conditions:

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3.1.2 The District shall execute any new, changed, or discontinued deduction during the pay period commencing fifteen (15) days or more after the submission is received by the District representative.

The Association agrees to submit any information needed by the Governing Board or its delegates to fulfill the provisions of this Article within ten (10) calendar days of request. The Governing Board agrees to remit monthly, within thirty (30) days following the date of deduction, all representational fees deducted from unit members. The Governing Board agrees to submit an alphabetical list of bargaining unit members for whom deductions have been made with the payment of representational fees withheld.

3.2 ASSOCIATION DUES AND AGENCY FEE

<u>3.2.1</u> Any active bargaining unit member or applicant for membership may sign and deliver to the Governing Board an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. The authorization shall continue each year until revoked in writing by the Association.

The District shall provide payroll deduction service for bargaining unit members for tax sheltered annuities, credit unions, life insurance, and any other deductions provided for in the California Education Code, Sections 87040 and 88167.

3.2.2 Any requested changes to a bargaining unit member's membership status with the Association will be forwarded to the Association. The Association shall then inform the District in writing of changes in membership for any current member or person eligible for membership. Notifications received by the District on or before the 15th of the month will be processed and implemented for that month's payroll. Notifications received after the 15th of the month will be processed and implemented on the following month's payroll. The Association may request to meet and confer with the District on any changes to the deduction rates, amounts, assessments, or other obligations.

3.2.3 Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than to the Governing Board. The employee organization shall be responsible for processing such requests. The Governing Board shall rely on the information provided by the employee organization to cancel or change authorizations.

3.3 HOLD HARMLESS

3.3.1 As a condition of the effectiveness of this article, the Association fully indemnifies the District for dues deducted under this Article. The Association shall hold the District harmless and shall provide prompt, full reimbursement to the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges which are brought against the District in connection with the administration or enforcement of any section in this article. The hold harmless and reimbursement provision shall apply to any claims made by an employee or any individual or organization on the employee's behalf for payroll deductions made by the District based on information provided by the Association regarding the authorization of individual employees for payroll deductions.

3.3.2 The Association shall notify the District of any changes in its dues structure within thirty (30) days of notifying any member.
 ARTICLE IV – DEFINITIONS
 4.1 Academic year -- the period when students are normally required to be in attendance and includes all recess periods falling within that time span.

4.2 Anniversary date -- the date of a bargaining unit member's initial employment in a permanent position with the District.

4.3 Appendices -- supplementary information which shall be considered part of the contract.

4.4 Bumping right -- the right of a bargaining unit member, under layoff conditions, to displace another bargaining unit member with less seniority in the same classification.

17 <u>4.5</u> Call back time -- time worked following the conclusion of a regularly scheduled shift when the employee is asked to return to work.

<u>4.6</u> Call in time -- time worked when the employee is asked to report for duty on a day when the employee is scheduled to be off work.

<u>4.7</u> Class -- any group of positions substantially similar in duties, responsibilities, and authority with the same job title, minimum qualifications, and salary range.

<u>4.8</u> Class description -- the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.

4.9 Classification -- the assignment of a position title, regular minimum number of assigned work hours per day, work days per week, working months per year, the specific duties required to be performed, and the salary range for the position.

4.10 Controlled standby time – paid work time during which a bargaining unit member is directed to remain at or report to a District facility or assigned worksite or is directed to be available to report to a District facility within thirty (30) minutes, or their regular commute time, whichever is less, in order to respond to a potential work assignment.

4.11 Demotion -- assignment to a classification in a lower salary range without the employee's written voluntary consent.

41 <u>4.12</u> Fiscal year (also, school year) -- July 1 through June 30.

43 <u>4.13</u> Grievance -- any complaint alleging a violation of the provisions of this contract filed by the Association in accordance with Article XVI.

4.14 Job description -- a statement of the typical job duties, responsibilities, knowledge, skills, abilities, minimum qualifications, and authority of a position within a classification.

4.15 Industrial accident or illness -- an injury or illness occurring due to or in the course of employment with the District.

4.16 Personnel file -- a file containing items related to job performance such as evaluations, commendations, records of disciplinary action, complaints, and any other personal matters of a confidential nature relative to work performance upon which an employment action may be taken, along with a record of any employment actions. All derogatory items placed in such file shall be labeled confidential. Additionally, any application materials, employment notices, job descriptions, leave records, salary advancement, work schedules and calendars, and any items related to initial employment or a subsequent change in employment classification or status.

4.17 Probationary bargaining unit member -- a regular bargaining unit member yet to complete the prescribed probationary period or achieve permanent status in the bargaining unit.

4.18 Promotion -- a change in the assignment of a bargaining unit member to a class with a higher maximum salary rate.

4.19 Reclassification -- the upgrading of a position to a higher classification as the result of the gradual increase in the duties being performed by the incumbent in a position.

4.20 Reemployment -- the return to duty of a bargaining unit member from a reemployment list.

4.21 Thirty-Nine (39) Month Reemployment list -- a list of bargaining unit members eligible for noncompetitive assignment to a vacant position in their former class for a period of thirty-nine (39) months arranged in order of their right to reemployment. Employees accepting a voluntary demotion or reduction in assigned time in lieu of layoff shall be eligible to be considered for reemployment for an additional twenty-four (24) months.

4.22 Regular bargaining unit member -- a bargaining unit member who has probationary or permanent status.

4.23 Regular rate of pay -- rates established for each class as provided in the negotiated Classified Bargaining Unit Members' Salary Schedule. The regular rate of pay shall include any shift differential and longevity increment required to be paid under this contract.

<u>4.24</u> Safety conditions of employment -- any work-related condition affecting the health and safety of the bargaining unit member and their work environment.

4.25 Salary rate -- the specific amount of money paid for a specific period of service.

- 4.26 Salary schedule -- the negotiated salary ranges and steps for all classes.
- 4.27 Salary step -- a salary level within the assigned salary range for a class.
- 4.28 Seniority -- the date of hire in a position in the classified service in the District, less any periods of leaves without pay (i.e., suspension without pay as a result of disciplinary action, unpaid leave of absence for more than ninety (90) consecutive days, excluding active military leave).
- 4.29 Short-term employee -- a person employed to perform a service for the District which will not be extended or needed beyond completion of the service required. The Governing Board shall specify the service to be performed pursuant to the definition of classification in subdivision (a) of Section 88001 of the California Education code and shall specify the ending date of the service. The ending date may be shortened or extended by the Governing Board, but shall not exceed 75% of the academic year.
- <u>4.30</u> Substitute Employee -- any person employed to replace a classified employee temporarily absent from duty or used to fill a vacant classified position during the process of recruiting and hiring a permanent classified employee.
- For the purpose of training new employees, substitute employees may be defined as a person employed to temporarily perform the duties of a classified employee taking a leave of absence from duty for any reason. Substitute employees may also be used to fill a classified position which will become or has become vacant during the process of recruiting, hiring, orienting, and training a permanent classified employee to maintain continuity of operations during the transition.
- <u>4.31</u> Suspension of District Operations -- the temporary discontinuance of district operations as declared by the District president or designee. The district determines that the public health, property or safety is jeopardized and it is advisable due to emergency condition to suspend the operation of any District campuses. The suspension shall apply to an entire District campus and not any portion thereof.
- 4.32 Working hours -- all hours during which an employee is in a paid status.

ARTICLE V – BARGAINING UNIT MEMBER FILES/EVALUATION

5.1 LOCATION

- <u>5.1.1</u> Official Personnel files for each bargaining unit member shall be maintained in the District's Human Resources Office or by Human Resources staff in a secure electronic format.
- <u>5.1.2</u> No other official Personnel files shall be kept in any other campus office and no official personnel action of any kind impacting a bargaining unit member shall be taken based on information which is not officially entered into the Personnel file.

5.2 ACCESS

Access to the Personnel file of any bargaining unit member shall be limited to the bargaining unit member, their supervising administrator, the District Superintendent/President, any District Vice President or Associate Vice President, appropriate confidential staff, a member of the Human Resources office with assigned duties requiring access, and any person with written, verified authorization from the bargaining unit member. The District is not obligated to disclose to the bargaining unit member any recommendations or references for employment which have been received or provided in confidence. The bargaining unit member shall have the right to examine and obtain copies of material from the Personnel file in accordance with California Education Code Section 87031.

5.3 MATERIALS PLACED IN FILES

<u>5.3.1</u> The bargaining unit member and appropriate administrator shall acknowledge by signing and dating any documents containing derogatory information before they are entered into the bargaining unit member's Personnel file.

5.3.2 A bargaining unit member shall have the right to respond to any documented commendations or derogatory information entered into the Personnel file within five (5) working days. Bargaining unit members may use up to five (5) hours to prepare their response during normal working hours. For the purposes of this article, working days are defined as days the bargaining unit member is present and working as assigned by the District. If a bargaining unit member is absent from work without approval, the District shall have the right to enter the information immediately. Upon the bargaining unit member's return to work, they shall have five (5) working days to respond to the information. If the District decides not to place or remove the information in the Personnel file after receiving the bargaining unit member's response, the District shall notify the bargaining unit member in writing within ten (10) business days.

5.3.3 A bargaining unit member may submit a request to remove derogatory material in their Personnel file after two (2) years of its original placement in the file to the appropriate Vice President or Associate Vice President. If the removal is denied, the bargaining unit member may appeal the decision in writing within ten (10) working days to the District Superintendent/President whose decision shall be final. The District Superintendent/President may request to meet with the bargaining unit member who may request an Association representative. The District Superintendent/ President shall render a final decision in writing within ten (10) business days following the appeal.

5.4 EVALUATION

The primary objectives of the classified employee evaluation are to document key outcomes from the evaluation period to identify successful and unsuccessful performance, mutually develop performance goals and desired outcomes for the next evaluation period, identify areas for career growth and professional development, and create a plan to address areas needing improvement.

The employee may choose to complete a voluntary self-assessment as part of the evaluation process. The assessment shall only be placed in the employee's personnel file as part of the evaluation when requested by the employee.

5.4.1 There shall be at least two (2) evaluations for probationary bargaining unit members. The first evaluation shall take place within the first 90 days after initial employment. The second evaluation shall take place after the 90th day after initial employment and before the 180th day after initial employment. Bargaining unit members with a permanent change in position shall receive an evaluation within the first 90 calendar days after initial employment in their new position. Bargaining unit members have the right to respond to any part of their evaluation through the evaluation process or through the process outlined in section 5.3.

If either evaluation results in a recommendation to dismiss the bargaining unit member, they shall be given written notice by the District Superintendent/President prior to recommendation for dismissal to the Governing Board. Should the Governing Board accept the recommendation for dismissal by the Superintendent/President, written notice of dismissal shall be provided to the bargaining unit member. Probationary bargaining unit members can be dismissed at any time without the right to a hearing.

Unit members holding permanence in another classification and failing probation following a promotion to any position shall return to their former classification, unless the position previously held has been eliminated or not filled. The person returning to a former classification shall have displacement rights in accordance with Article XV.

A copy of the District Superintendent/President's recommendation shall be sent to the California School Employees' Association, Chapter 381.

<u>5.4.2</u> A written evaluation (see Appendix A) of each permanent bargaining unit member shall be provided by the supervising administrator to the employee by May 15th of each year in which an evaluation is required under this article. Unit members with a "meets expectations" or better rating within the classification shall be evaluated once every two (2) years at the discretion of the supervising administrator. Bargaining unit members with an overall rating of "needs improvement" or "unsatisfactory" must be evaluated during the following academic year.

A bargaining unit member receiving an official disciplinary action must be evaluated during the academic year in which the disciplinary action was taken and during the following academic year. If the disciplinary action takes place within 90 days of the end of the academic year, the first evaluation shall occur within the first 150 days of the following academic year. Bargaining unit members may be evaluated more frequently as determined by the supervising administrator with approval from the Associate Vice President of Human Resources.

Evaluations of bargaining unit members shall be placed in their Personnel file only after the supervising administrator has held an evaluation conference with the bargaining unit memb

supervising administrator has held an evaluation conference with the bargaining unit member. The bargaining unit member must attend the evaluation conference. The bargaining unit member may

request representation by the Association during the conference. The Association

representative(s) will have the responsibility of notetaking and shall have the ability of caucus with unit member.

Evaluations shall be made based on direct observation and knowledge of the evaluator and verified information provided by sources with direct knowledge of the bargaining unit member's conduct and performance. The verified information shall be documented in writing by the supervisor. When a bargaining unit member disputes a rating influenced by the documented information, they may request the Associate Vice President of Human Resources review the documented information and make a final determination if the information may be used in the evaluation. Any negative observation included in the evaluation shall be communicated to the bargaining unit member and include specific recommendations for improvements necessary to achieve satisfactory performance.

The bargaining unit member shall have the right to review and respond verbally and/or in writing to any derogatory evaluation in accordance with Section 5.3 above and shall sign the evaluation form. The bargaining unit member is to receive a signed copy of his/her evaluation immediately following the formal evaluation conference.

ARTICLE VI - ORGANIZATIONAL RIGHTS

6.1 ASSOCIATION RIGHTS

<u>6.1.1</u> The Association shall have access to all relevant District data relating to contract provisions. Selected data shall be made available upon request.

<u>6.1.2</u> The Association shall notify the District, in writing, of the name of each designated job representative.

6.2 RELEASE TIME

6.2.1 Authorized unit members of the CSEA negotiating team shall be released from their duties with no loss in compensation when negotiating sessions are scheduled during the hours that a team member is scheduled to work. The number of unit members on the CSEA negotiation team will be equal to, or upon mutual agreement, more than the number of members on the District negotiations team. There shall be no other compensation of any kind paid team members other than compensation for regular, scheduled work duties missed during scheduled meetings by and between the parties.

6.3 GRIEVANCE PROCESSING

Any complaint by a grievant that the grievant has been adversely affected by an alleged violation of a specific provision of this Agreement. "Grievance" as defined in this Agreement shall be brought only through this Grievance Procedure.

6.3.1 CSEA shall furnish annually, and update as required, a list of all officials and representatives authorized to act on CSEA's behalf. The list shall show name, title, work station and nearest campus phone contact.

<u>6.3.2</u> An authorized CSEA official or representative appearing on a current furnished list shall be released from their regular work duties, with pay, when grievance resolution meetings are scheduled with management during the regular working hours of the official or representative.

6.4 DISTRICT COMMITTEES

Upon request, members may serve on a variety of District committees with supervisor approval. Participating on a district committee shall not require the member to utilize accrued leave.

6.5 CSEA PRESIDENT

The CSEA chapter President shall be permitted one (1) hour per week to handle chapter business. This time can be cumulative but no more than three (3) hours can be taken at a time, provided that this time is taken at a time that least interferes with performing their job duties, after receiving permission of their direct supervisor. Additional use of time beyond the scope of this article shall be at the permission of the supervisor.

ARTICLE VII – HOURS AND OVERTIME

7.1 WORK YEAR, WORKWEEK, WORKDAY, AND ALTERNATIVE WORK SCHEDULES

7.1.1 WORK YEAR

The work year of all bargaining unit members shall begin on July 1 and end the following June 30, unless otherwise stipulated in this contract.

7.1.2 WORKWEEK

The normal workweek for full-time bargaining unit members shall be five (5) consecutive eight (8) hour days in a seven (7) day period. The workweek consists of the workday, and starting/ending times. The work schedule may be extended when necessary to carry on the business of the District, as authorized by the District Superintendent/President or his designated representative. The normal workday shall be eight (8) hours and the normal workweek shall be forty (40) hours.

Alternative work schedules are available to full-time bargaining unit members throughout the work year, with prior recommendation of the immediate supervisor/manager and approval by the appropriate Assistant Superintendent/Vice President and the Associate Vice President of Human Resources:

• Four (4) ten (10) hour days

• Four (4) nine (9) hour days and one four (4) hour day

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- 9/80 schedule which is eight (8) nine (9) hour days and one (1) eight (8) hour day with one day off in a biweekly period
- Other variations resulting in 40 hours worked in one week with no days exceeding ten (10) work hours or 80 hours worked in two weeks with no days exceeding ten (10) work hours

Prior to a change of work schedule made per article 7.3, the employee shall be given an opportunity to express any concerns to their supervisor and appropriate Vice President in writing. The supervisor and/or appropriate Vice President may meet with the employee to discuss the concerns and revise the schedule. When the supervisor and/or appropriate Vice President determines the schedule will be imposed as recommended, the employee(s) with continued concerns shall have the opportunity to meet with a CSEA representative (if requested), Associate Vice President of Human Resources, and appropriate Vice President to negotiate the impacts. The results of this meeting shall be communicated to the supervisor by Human Resources, at which point the supervisor shall communicate the final schedule.

During a week with one or more holidays, an employee on an alternative work schedule will only receive eight (8) hours of holiday pay for each holiday and will need to adjust their schedule and hours accordingly with approval from their immediate supervisor. The employee may use compensatory leave, vacation leave, and/or personal business leave to fulfill their required hours. Alternatively, the employee may revert to a five (5) day, eight (8) hour schedule for the week or biweekly period as appropriate for their schedule. This adjustment will not be considered a permanent change in schedule and is not a schedule change as defined in Article 7.3.

7.2 ADJUSTMENT OF ASSIGNED TIME

Part-time bargaining unit members may be required to work up to thirty (30) minutes in excess of their regular work day for any number of work days. Bargaining unit members may be required to work thirty (30) minutes or more in excess of their regular work assignment for more than ten (10) consecutive days only with written authorization by the appropriate Vice President or District Superintendent/President. When the assigned increase in hours continues for twenty (20) consecutive working days, the employee's regular work assignment shall be permanently increased to include the additional hours. The bargaining unit member may mutually agree to continue the increased assignment of hours beyond twenty (20) days without a permanent work assignment change. If any part-time bargaining unit member is required to work additional time beyond their regular work assignment for 120 days or more in one (1) academic year, their work assignment shall be permanently increased to include the average additional time worked during the academic year.

7.3 BARGAINING UNIT MEMBER WORK SCHEDULE & EMPLOYMENT DATA INFORMATION SHEET

On or before July 1 of each contract year, each bargaining unit member shall be given a written work schedule for the school year beginning July 1. The work schedule shall be fixed by the

employee's immediate supervisor and approved by the Associate Vice President of Human Resources or their designee. The official work week for calculating overtime shall commence at 12:00 AM Monday. Notwithstanding any other provision of this agreement, the District may, upon 30 (thirty) days written notice, change the work schedule of a unit member. Such a change may be made four (4) times per year, once per term (fall and spring), once between the fall and spring terms, and once between the spring and summer terms each fiscal year. The work schedule of a unit member may be changed at any time by written mutual agreement between the District and the unit member. A change in work schedule under this article shall not be grievable under Article XVI.

The unit member's supervisor shall provide a copy of the approved work schedule to the unit member and the original shall be filed with the Human Resources Office prior to July 1 and within seven (7) business days of any approved change. In addition, on or before July 1, all bargaining unit members shall be given a copy of their employee data form. A copy of the employee data form shall also be filed with the Human Resources Office.

7.3.1 INCREASED HOURS IN WORK SCHEDULE – PART-TIME

If there is a need to increase the hours for a part-time position the extra hour(s) shall be offered to the part-time bargaining unit member normally performing the work and the position shall not be treated as a vacancy for the purposes of recruitment. If declined by the bargaining unit member normally performing the work, the additional hours shall be 1) rescinded or, 2) assigned, by seniority, to a bargaining unit member within the same classification, in the same physical location, and reporting to the same supervisor. If no current employee accepts the additional work hours, the District may post the position for recruitment as a vacancy under Article 13 of this agreement.

7.3.2 WORKING OUT OF CLASSIFICATION

Bargaining unit members may be required to work out of classification in another bargaining unit position related to their normal assignment for up to five (5) working days in any fifteen (15) calendar day period. The bargaining unit member shall receive wages equal to the higher classification for all hours worked in that classification. The bargaining unit member shall be paid at the step resulting in at least a five percent (5%) increase over their current base salary or placed at the maximum step available in the salary range if a 5% increase is not possible. The bargaining unit member shall retain their longevity pay while working out of classification within the bargaining unit. The longevity pay shall be added to the base salary resulting from the employee's working out classification step placement.

Pay for working out of class shall only be for actual hours worked performing duties out of the unit member's permanent classification. Pay for leaves, holidays, and other non-work time shall be at the bargaining unit member's permanent classification and salary schedule placement.

Bargaining unit members reassigned to a different position within the same or a lower range shall be maintained at their current step.

Bargaining unit members may be required to work out of classification for more than five (5) working days in any fifteen (15) calendar day period only with mutual agreement between the bargaining unit member and the supervisor and with approval of the appropriate Vice President.

7.4 LUNCH PERIODS

7.4.1 All full-time bargaining unit members shall be entitled to a one-hour (1) uninterrupted lunch break during the first six hours of their scheduled shift. If mutually agreeable to the bargaining unit member and the immediate supervisor, the bargaining unit member may elect to have an uninterrupted lunch break of at least 30 minutes, but less than one (1) hour. Part-time bargaining unit members may have their lunch breaks prorated if determined necessary for business needs by their supervisor.

A paid thirty (30) minute lunch period may be approved by the appropriate Vice President and Associate Vice President of Human Resources if it meets the following criteria and shall be noted on their classified work schedule and submitted to Human Resources:

1. Duties requiring immediate response time utilizing the individual's specialized skills and expertise.

2. Duties involving a response to immediate emergency type of activities endangering the life and welfare of students, staff, and the general public.

7.4.2 Food service bargaining unit members shall be entitled to an uninterrupted one-half (1/2) hour lunch break with the meal provided by the District.

7.5 REST PERIODS

Full-time bargaining unit members are entitled to two (2) rest periods of at least fifteen (15) minutes during the work day to be designated by the supervisor. A rest period may only be shorter than fifteen (15) minutes with mutual agreement of the bargaining unit member. Rest periods must be scheduled after the first hour of the work day and before the final hour of the work day.

1. Employees working a ten (10) hour work day are entitled to forty (40) minutes of rest time during the work day.

2. Employees working at least nine (9) hours and fewer than ten (10) hours in the work day are entitled to thirty-five (35) minutes of rest time during the work day.

 3. Employees working at least eight (8) hours and fewer than nine (9) hours in the work day are entitled to thirty (30) minutes of rest time during the work day.

 4. Part-time bargaining unit members and full-time unit members working fewer than eight (8) hours in a work day shall have their breaks prorated and may be designated to have one or two breaks by their supervisor.

Rest periods cannot be used to make up lost time; bargaining unit members must take their allotted rest periods for the purpose of being refreshed for improved work. A bargaining unit member cannot skip a rest period and use that time for another purpose.

7.6 OVERTIME / COMPENSATORY TIME

Except as otherwise provided herein, all overtime and compensatory time (comp time) hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1½) the regular rate of pay of the bargaining unit member for all work. No adjustment shall be made to a regular shift assignment to account for the extra hours worked. Except in an emergency, overtime shall be approved by the unit member's immediate supervisor or designee prior to the employee performing work outside their approved schedule. Hours in a non-paid, non-working status shall not count towards the employee's working hours for overtime purposes. Hours in a paid non-working status (e.g. vacation, sick, or compensatory leave) shall count towards the employee's working hours for overtime purposes.

FULL-TIME CLASSIFIED BARGANING UNIT MEMBERS

• For employees working a normal work schedule of five (5) consecutive eight (8) hour days, overtime or compensatory time-off shall be granted at the rate of one and one-half (1½) times the regular rate for each quarter hour of time spent working in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

• For employees working an alternative schedule of four (4) ten (10) hour days overtime or compensatory time-off shall be granted at a rate of one and one-half (1½) times the regular rate for each quarter hour of time spent working in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week.

• For employees working an alternative schedule of four (4) days of more than eight (8) hours per day and fewer than ten (10) hours for any part of a weekly schedule with a day of fewer than eight (8) hours worked overtime or compensatory time-off shall be granted at a rate of one and one-half (1½) times the regular rate for each quarter hour of time spent working in excess of the scheduled hours on any given day or forty (40) hours in any one (1) week.

• For employees working an alternative biweekly schedule of more than eight (8) hours per day and fewer than ten (10) hours for any part of the biweekly period overtime or compensatory time-off shall be granted at a rate of one and one-half (1½) times the regular rate for each quarter hour of time spent working in excess of the regularly scheduled hours on any day of work performed or eighty (80) hours in any biweekly period.

PART-TIME CLASSIFIED BARGAINING UNIT MEMBERS

• The work week for part-time bargaining unit members whose average work day is four (4) hours or more shall consist of five (5) consecutive days with overtime paid or

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compensatory time-off granted at the rate of one and one-half (1 ½) times the regular rate for hours worked on the sixth (6th) and seventh (7th) days of the workweek.

- A part-time bargaining unit member working fewer than four (4) hours per day on average during a work week shall, for any work required to be performed on the seventh (7th) day following the commencement of his/her work week, be granted overtime pay or compensatory time-off at a rate equal to one and one-half (1 ½) times the regular rate of pay of the bargaining unit member designated and authorized to perform the work.
- Part-time bargaining unit members working more than eight (8) hours in any one (1) day shall be granted overtime pay or compensatory time-off at a rate equal to one and one-half (1½) the regular rate of pay.
- 7.6.1 Bargaining unit members required to work on any holiday, as specified in Article 10.5 of this contract, shall be compensated or given compensatory time for such work in addition to the regular pay received for the holiday, at the rate of time and one-half (1½) their regular rate of pay.
- 7.6.2 For purposes of this section, only overtime and compensatory time recorded and verified on the bargaining unit member's timecard shall be considered. No informal system of compensatory time is acceptable.
- 7.6.3 Bargaining unit members accepting or placed in a permanent position in a classification with a higher salary range shall keep their accumulated compensatory leave hours up to the amount necessary for at least ten (10) days of leave. Any accumulated compensatory hours in excess of the number of hours equivalent to ten (10) days will be paid out at the unit member's base salary rate in their prior position. The Superintendent/President may grant an exception to this provision when requested by the bargaining unit member or as determined to be in the best interests of the District.

<u>7.7</u> **OVERTIME - DISTRIBUTION BY SENIORITY**

When overtime is needed, the assignment shall be granted to the bargaining unit member(s) normally performing the work in order of seniority. If no bargaining unit member normally performing the work accepts the assignment, any other bargaining unit member meeting the minimum qualifications for the work to be performed may be offered the assignment. If all bargaining unit members offered the overtime assignment refuse, the supervising administrator may select any minimally qualified bargaining unit member under their supervision and require they accept the assignment.

Each subsequent overtime assignment in the work unit shall be offered to the employee next in seniority until each employee has been offered the first opportunity at an overtime assignment. The process shall then repeat with the most senior employee. The order of offering overtime assignments must be followed as stated in this clause and no special arrangements for an

exchange of overtime assignments shall be made among the bargaining unit members or with the supervisor.

If the supervising administrator determines any bargaining unit member is unfit to perform an overtime assignment due to fatigue or any other physical or mental condition, regardless of seniority, they may offer the assignment to the next eligible unit member based on seniority.

7.8 SHIFT DIFFERENTIAL - COMPENSATION

A bargaining unit member whose work shift begins:

 $\underline{7.8.1}$ At 12 noon or later, but before 3:30 p.m., an extra one and one-half percent 13 $(1 \frac{1}{2} \%)$.

15 <u>7.8.2</u> At 3:30 p.m. or later, but before 9:00 p.m., an extra three percent (3%).

 $\underline{7.8.3}$ At 9:00 p.m. or later, but before 6:00 a.m., an extra five and one-half percent 18 $(5 \frac{1}{2} \%)$.

<u>7.8.4</u> Bargaining unit members receiving a shift differential premium on the basis of their shift shall suffer no reduction of pay, including differential, when assigned to a day shift for twenty (20) or fewer days.

7.8.5 Any bargaining unit member whose workweek includes Saturday and/or Sunday shall be compensated either at the rate of five and one-half percent (5 $\frac{1}{2}$ %) or the shift differential compensation, whichever is greater, for the Saturday and/or Sunday worked.

7.9 MINIMUM CALL IN TIME

Any bargaining unit member called in to work on a day when the bargaining unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this contract.

7.10 RIGHT OF REFUSAL

Except as provided in Section 7.6 through 7.7, any bargaining unit member shall have the right to refuse any request for overtime, call back, or call in time.

7.11 CALL BACK TIME

Any bargaining unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this contract.

7.12 CONTROLLED STANDBY TIME

Bargaining unit members shall be compensated for standby time when they are engaged to wait for a work assignment, whether or not they are subsequently required to complete a work assignment, in accordance with the pay provisions in this Article. Assignment of "Controlled Standby Time (CST) shall follow the procedures for assigning overtime as stated in section 7.7 above. Bargaining unit members directed and engaged in CST shall be paid their regular wages whether they are engaged to wait or actually perform duties directed and required during that CST. CST is voluntary and shall be offered to the identified classification necessary to complete the CST duties if directed. CST shall be offered based on seniority, on a rotational basis as practicable as possible. Should no one volunteer, the procedure for assignment of overtime in section 7.7 shall be followed to assign the CST. The conditions for CST are:

The bargaining unit member is directed to remain at or report to a District facility or assigned worksite; or,

The bargaining unit member is directed to be available to report to a District facility within thirty (30) minutes, or their regular commute time, whichever is less, if given a work assignment.

Bargaining unit members requested to respond to phone calls, text messages, emails, or other forms of communication while off duty shall only receive compensation for actual time spent engaged in work communications and are not eligible for CST. Unit members who do not volunteer for CST, but merely receive a work related communication from the District, shall be paid their regular wages for the actual time spent responding to such a communication. Any response in this circumstance shall be at the discretion of the unit member who is not in CST status. Bargaining unit members notified of a potential work assignment during off duty time, but not engaged to wait for a work assignment as described in items 1) or 2) above, are not eligible for

CST.

CST cannot be assumed or inferred. It is a bargaining unit member's responsibility to confirm they are being directed to engage in CST that is accordance with 1) or 2) above. Only a District administrator with authority over a bargaining unit member's work can assign approved CST.

7.13 VOTING TIME OFF

If a bargaining unit member's work schedule does not allow sufficient time to vote in any federal, state, or local election in which the bargaining unit member is entitled to vote, the District shall allow sufficient time for voting without loss of pay.

7.14 SUSPENSION OF DISTRICT OPERATIONS

7.14.1 In the event of a Suspension of District Operations at one or more facilities due to weather, emergency, fire, power outage, or any other event outside the District's control, bargaining unit members regularly scheduled to work at the impacted facility may be required to

report to work in response to the suspension, or may be assigned by their supervisor to work at a different District authorized facility on a temporary basis during the suspension of operations.

3 If the unit member's duties may be performed at another authorized facility as determined by

4 their supervisor, the unit member shall be granted paid administrative leave for their regularly

scheduled work hours in accordance with article 7.12.2. A unit member on paid administrative

leave under this paragraph shall remain available during work hours to respond to all District communications requiring a return to work.

Bargaining unit members off contract or otherwise not scheduled to work during the suspension of operations shall not receive paid administrative leave.

Bargaining unit members regularly assigned to work at the impacted facility on approved paid leave during the suspension of operations shall receive paid administrative leave and will not be required to use their paid leave, unless similarly-situated employees were directed to work at a different District facility during the suspension of operations.

7.14.2 A bargaining unit member required to report for their regularly scheduled work hours in response to an emergency event resulting in suspension of operations shall receive one (1) hour of paid administrative leave for each one (1) hour of work during their regularly scheduled work time when similarly situated bargaining unit members are granted paid administrative leave. Work hours compensated with overtime or compensatory leave shall not be considered for this benefit.

<u>7.14.2.1</u> Bargaining unit members must use their accumulated administrative leave within a twelve (12) month period of first accumulating it.

<u>7.14.3</u> Bargaining unit members who are not required to report for their regularly scheduled work hours must receive permission from the supervising District administrator(s) to work during the unplanned campus closure. If approved, the unit member may be assigned duties outside their position description, but are qualified to perform. The unit member's regular pay rate and work schedule will not be adjusted for this assignment.

<u>7.14.4</u> This section only applies when bargaining unit members are required to report to work during their regularly scheduled hours in direct connection with the event or circumstances causing the suspension of operations. Bargaining unit members required to report to work to perform their regularly scheduled duties with no connection to the suspension of operations at any other District facility shall not be eligible for paid administrative leave.

7.14.5 This section shall not be subject to the grievance procedures stated in Article XVI.

ARTICLE VIII – PAY AND ALLOWANCES

8.1 FREQUENCY - ONCE MONTHLY

All bargaining unit members shall be paid once per month, payable on or before the last working date of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

The District shall provide for direct deposit of bargaining unit members' payroll checks by electronic deposit with delivery to one location.

8.2 PAYROLL ERRORS

Any payroll errors resulting in insufficient payment for a bargaining unit member shall be corrected no later than five (5) working days after the bargaining unit member provides notice to the Payroll Department.

8.3 SPECIAL PAYMENTS

Any payroll adjustment due a bargaining unit member for reasons other than procedural errors shall be corrected within five (5) working days following notice to the Payroll Department. Any payroll adjustment due to a bargaining unit member as a result of working out of classification shall be made on the next payroll according to established payroll procedures.

8.4 LOST CHECKS

Anytime a bargaining unit member notifies the Payroll Department they have not received their paycheck, have lost their paycheck, or have failed to cash or deposit their paycheck prior to the expiration date, the Payroll Department shall issue a replacement within five (5) working days of verifying the paycheck has not been cashed or deposited and the funds have not been withdrawn from the District.

8.5 ILLNESS AND ACCIDENT COMPENSATION

When bargaining unit members have exhausted all earned contractual paid leaves, including Workers' Compensation provisions, and they are absent from their duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises due to or in the course of employment, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill their position during their absence. A substitute employee is defined as a temporary employee hired to fill the vacant position while the permanent or probationary employee is absent and does not include any current District permanent or probationary employees. If no substitute is hired to replace absent bargaining unit members, they shall receive their full regular rate of pay for a period of five (5) months from the first day of the absence due to illness or after the accident.

8.6 PAY INCREASES

Adjust the salary schedule as outlined in Appendix B effective within 45 days of the Governing Board's approval of this contract. Revise the salary schedule to reestablish a five-step salary schedule beginning with step one (1) and ending with step five (5).

<u>8.6.1</u> Step increases shall be awarded on July 1st of the next academic year to each bargaining unit member working for the District in their present classification as of January 1st of the current academic year, provided they are still employed in the classification effective July 1st.

8.7 PROMOTION

Any bargaining unit member promoted under the provisions of this contract shall be moved to the appropriate range and step of the new class to ensure at least a five percent (5%) increase in pay or will be placed at the maximum step available in the salary range if a 5% increase is not possible.

<u>8.7.1</u> Any bargaining unit member receiving a demotion under the provisions of this contract shall be moved to the appropriate range of the new classification and maintain their step and longevity from their previous position.

8.8 LONGEVITY PAY

Bargaining unit members will receive a five percent (5%) salary increase above the highest salary step of the their salary range after completion of nine (9) full years of full-time employment or equivalent full-time employment as of their anniversary date of employment. Additional five percent (5%) salary increases will be paid for each additional four (4) years of uninterrupted full-time employment or equivalent full-time employment, to a maximum of twenty-five percent (25%), as shown below:

After 9 years - 5 percent (5%)
After 13 years - 10 percent (10%)
After 17 years - 15 percent (15%)
After 21 years - 20 percent (20%)
After 25 years - 25 percent (25%)

8.9 EDUCATION AWARDS

Bargaining unit members will receive additional compensation in recognition of their educational attainment as follows:

1) Bargaining unit members having attained their M.A. or M.S. degrees shall receive seven-hundred dollars (\$700) per year.

- 2) Bargaining unit members having attained their B.A. or B.S. degrees shall receive six-hundred dollars (\$600) per year.
- 3) Bargaining unit members having attained their A.A. or A.S. degrees shall receive five-hundred (\$500) per year.
- 4) Bargaining unit members having attained sixty (60) or more units but not meeting the requirements for the A.A. degree shall receive three-hundred dollars (\$300) per year
- 5) Bargaining unit members having completed at least ten (10), but fewer than sixty (60), college credits (acceptable toward an A.A. or B.A. degree) shall receive an increment of forty dollars (\$40) per year for each ten (10) credits completed.

The maximum compensation a bargaining unit member can attain shall be seven hundred dollars (\$700) per annum. All-bargaining unit members eligible for the award.

For the purposes of this agreement, those bargaining unit members who have currently obtained a bachelor's or master's degree, must submit their official transcripts no later than July 1st, 2022 in order to receive the award in their July payroll.

8.10 BARGAINING UNIT MEMBER EXPENSES AND MATERIALS

8.10.1 <u>UNIFORMS</u>

 The District shall pay the full cost of the purchase, lease, rental, cleaning, and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or used by bargaining unit members.

8.10.2 TOOLS

- 1) The District shall provide all tools, equipment, and supplies necessary to bargaining unit members for performance of employment duties.
- 2) The District shall replace the loss of tools of bargaining unit members previously authorized in writing by the District Superintendent/President or appropriate Vice President to use personal tools in the course of their employment.

8.10.3 REPLACING OR REPAIRING EMPLOYEE'S PROPERTY

The District shall fully compensate bargaining unit members for loss or damage to personal property in the course of employment.

8.10.4 NON-OWNED AUTOMOBILE INSURANCE

No bargaining unit members shall be required to use their personal vehicle in the course of their employment. If, however, such use is authorized in writing on the appropriate District form and agreed to by the bargaining unit member, the District shall assume secondary insurance liability.

8.10.5 PHYSICAL EXAMINATIONS

Whenever the Governing Board requires a physical examination be taken by a bargaining unit member or when bargaining unit members are required by law to submit to a physical examination for continued employment, the Governing Board shall provide the required examination or provide the bargaining unit member with reasonable reimbursement for the required examination.

If the Governing Board requires a physical examination or any other medical test or procedure, or an examination is legally required as a condition of pre-employment, the District shall pay for the examination, test, or procedure.

8.11 MILEAGE COMPENSATION DURING TEMPORARY ASSIGNMENTS

Bargaining unit members required to work at a work site on a temporary assignment which is more than five (5) miles from their normal work site shall be compensated for the total mileage difference between their normal work site and the temporary work site at the amount established for reimbursement for mileage. Such compensation shall be paid to the bargaining unit member when filed on the appropriate travel expense claim form. Mileage reimbursements must be submitted within thirty (30) days of the completion of the assignment.

8.12 UNIT MEMBERS SERVING AS SUBSTITUTE OR SHORT-TERM EMPLOYEES

Bargaining unit members assigned to a substitute or short-term position outside their regular classification, shall be paid in accordance with the provisions of article 7.3.2. Bargaining unit members serving in another position within their current classification will be paid at their current step.

<u>8.13</u> <u>RETIREES SERVING AS SUBSTITUTE OR SHORT-TERM EMPLOYEES</u>

Retirees returning to work in their outgoing position or classification will be paid on the current salary schedule at the step and longevity percentage they attained during their active employment with the District.

Retirees returning to work in a position or classification in a lower salary range will be paid on the current salary schedule at the maximum step they attained during their active service with the District.

Retirees returning to work in a position or classification in a higher salary range will be paid at the step closest to, but not less than, their outgoing salary range and step placement on the current salary schedule.

Retirees returning to work are not eligible for any shift differential, longevity, or educational awards.

ARTICLE IX – HEALTH AND WELFARE BENEFITS

9.1 BARGAINING UNIT MEMBERS AND DEPENDENT INSURANCE COVERAGE

Group health benefits contributions will be made using a tiered structure based on the persons covered by the bargaining unit member's benefit election. The District's maximum monthly contributions toward the four tiers shall be:

- \$409 for employee only plans
- \$736 for employee and child(ren) plans
- \$818 for employee and spouse plans
- \$1,145 for employee plus family plans

When the total cost of a plan in any tier is lower than the District's maximum contribution, the District will only contribute the total cost of the plan. The District will not reimburse the difference to any bargaining unit member.

9.1.2 The District shall contribute a maximum of \$1,500 annually to provide eligible unit members with a California Dental Service Four-Step Incentive Dental Plan as offered through the Shasta-Trinity Schools Insurance Group Joint Powers Authority. In addition, the District shall provide eligible unit members with a California Dental Service \$1,000 lifetime maximum orthodontic benefit for children only with 50% co-pay. Contributions will be allocated on a monthly basis. In the event the premium for the plans exceed \$1,500 and \$1,000 respectively, the unit member shall pay the additional cost.

9.1.3 The District shall contribute a maximum of \$500 annually to provide all eligible unit members with the California Vision Service Plan B, no deductible, as offered through the Shasta Trinity Schools Group Joint Powers Authority. In the event the premium for the plan exceeds \$500, the unit member shall pay the additional cost.

 $\underline{9.1.4}$ The District shall provide a group life insurance plan valued at \$20,000 for all unit members eligible for medical benefits.

<u>9.1.5</u> The District will establish an Internal Revenue Code Section 125 flexible spending account plan which allows employees to set aside pre-tax funds for employee-paid health insurance premiums, deductibles, and other non-covered medical expenses, including orthodontia, as well as child care and elder care.

<u>9.1.6</u> A year of service shall be defined as the total of service rendered by bargaining unit members between their anniversary dates of at least twenty (20) hours of service per week, not including overtime, and nine (9) months of service rendered per year or forty (40) hours per week for at least six (6) months.

9.1.7 In accordance with Sections 9.1.1, 9.1.2, and 9.1.3, the District shall contribute to medical, dental, and vision benefits for all bargaining unit members (and dependents) who are regularly employed nine (9) months per year and at least thirty (30) hours per week.

- 9.1.8 For bargaining unit members who retire under PERS on or after July 1, 1999 who have reached the age of fifty-five (55) and who have rendered fifteen (15) or more years' service to the District, the District's contribution for medical insurance for the retiree and dependent(s) shall not exceed \$847 per month. When such a bargaining unit member reaches the age of Medicare eligibility, the District shall then contribute the premium necessary to provide Medicare supplemental health insurance coverage for the bargaining unit member and their dependent(s). (Board ratified 7/18/16)
- If it elects to do so, the District may continue to provide the full health insurance premium for bargaining unit members after the retiree reaches Medicare eligibility. At its sole discretion, the District retains the right to determine whether the District will provide Medicare supplemental health insurance coverage or the full health insurance premium provided to active bargaining unit members. (Board ratified 3/14/01)

9.1.9 For employees hired after July 1, 2001, the District will contribute five-hundred dollars (\$500) per month for health insurance at the time of the employee's retirement provided that the bargaining unit member has attained the age of fifty-five (55) and has rendered fifteen (15) years or more of service to the District. Benefits are payable until Medicare eligibility or the death of the retiree. If a retiree dies while eligible for medical, dental, and vision coverage, the District shall continue to provide such coverage for eligible dependents for the retiree's remaining period of eligibility, not to exceed six (6) months. (Board ratified 3/14/01)

<u>9.1.10</u> Rights under this Article shall not become vested until an employee retires. Prior to that time, this section may be amended or repealed by agreement between the District and the Association.

9.2 BENEFIT PLAN CONTINUATION

9.2.1 GROUP HEALTH INSURANCE

Unless qualified under Section 9.1.9 or 9.1.10, retired bargaining unit members who enter the State retirement system are permitted to subscribe to the same health, hospitalization, and major medical plan as that which the District provides for its bargaining unit members, subject to the approval of the insurance carriers.

The retired bargaining unit member must have been at least a one-half (1/2) time bargaining unit member, who, at the time of retirement, was eligible to receive the District's health insurance fringe benefits.

The retired bargaining unit member would, personally, pay according to the retiree premium rate schedule.

The retired bargaining unit members shall pay their own premiums, in advance, by bringing six (6) post-dated monthly, premium checks to the Business Office twice each year.

9.2.2 GROUP DENTAL AND VISION INSURANCE

Subject to carrier acceptance and rules, eligible retirees may purchase group dental and vision coverage at their expense. Payments must be prepaid in full for the year by June 1. (*Board ratified* 12/11/02)

The retired bargaining unit member must have been at least a one-half (1/2) time bargaining unit member, who, at the time of retirement, was eligible to receive the District's dental and vision fringe benefits. (Board ratified 12/11/02).

<u>ARTICLE X – VACATION PLAN AND HOLIDAYS</u>

10.1 ELIGIBILITY

All bargaining unit members shall earn paid vacation leave in accordance with this article. Vacation leave rights will be vested rights beginning on the 181st calendar day of the bargaining unit member's employment with the District in accordance with California Education Code, Section 88197. When a bargaining unit member separates employment from the District prior to the 181st calendar day of employment, the District shall withhold any amount of salary paid for vacation leave from the member's final paycheck. Vacation benefits begin accruing on the first date of employment.

10.2 VACATION LEAVE SCHEDULING

Whenever possible, the supervising administrator shall provide sufficient opportunities for the bargaining unit member to use all vacation leave during the academic year in which it was earned. The bargaining unit member should use vacation leave within the twelve-month (12) period following accrual whenever possible.

10.3 ACCUMULATION

Vacation leave shall be earned and accumulated at the end of each month in accordance with the schedules below. Vacation leave accruals shall be based on the employee's annual work schedule and distributed equally in each month of employment as defined in 10.3.1.

<u>10.3.1</u> Bargaining unit members shall earn one (1) hour of vacation leave for each 21.66 hours in a regular pay working, holiday, or leave status, equivalent to twelve (12) days at eight (8) hours per day of vacation leave for twelve (12) months of full-time paid service.

<u>10.3.2</u> Bargaining unit members' vacation leave accrual shall increase for each four years of service to the District as follows:

 Years one (1) through four (4) – one (1) hour per 21.66 hours of paid service (equivalent to twelve (12) days of leave at eight (8) hours per day for 52 weeks of service at 40 hours per week)

 Years five (5) through eight (8) – one (1) hour per 17.33 hours of paid service (equivalent to fifteen (15) days of leave at eight (8) hours per day for 52 weeks of service at 40 hours per week)

• Years nine (9) through twelve (12) – one (1) hour per 14.44 hours of paid service (equivalent to eighteen (18) days of leave at eight (8) hours per day for 52 weeks of service at 40 hours per week)

• Years thirteen (13) and beyond – one (1) hour per 12.38 hours of paid service (equivalent to twenty-one (21) days of leave at eight (8) hours per day for 52 weeks of service at 40 hours per week)

<u>10.3.3</u> The District shall report the vacation accumulation for each bargaining unit member through the District's online employee information system. The District shall provide a current leave accumulation to any bargaining unit member within five (5) working days of a request.

10.3.4 The maximum vacation leave accrual for each bargaining unit member shall be the number of hours equivalent to forty-two (42) days of vacation at the member's average number of hours worked per day. The maximum accrual shall be calculated by dividing the total number of hours the bargaining unit member is regularly scheduled to work during the academic year by 6.19. Bargaining unit members with a vacation leave balance exceeding their maximum number of hours as of the first date of employment in a new academic year will be required to, in mutual agreement with their supervisor, either schedule sufficient vacation leave usage to reduce the balance under the maximum hours permitted within 90 days, or be paid for one-half (½) of their vacation leave hours at their current base salary rate, or any combination of vacation usage and payout resulting in a 50% reduction of their vacation leave balance.

<u>10.3.5</u> The District will approve vacation requests submitted with at least two (2) weeks advance notice unless a legitimate business need impacting department operations exists. The supervisor and the employee shall attempt to mutually agree upon vacation dates. If the employee and the supervisor are unable to reach a mutual agreement, the appropriate Vice President or Associate Vice President, in consultation with the Association, shall schedule vacation.

10.4 VACATION PAY

Pay for vacation days for all bargaining unit members shall be at their current base salary rate in their permanent classification and position at the time of payment.

10.4.1 VACATION PAY UPON TERMINATION

When bargaining unit members retire, resign, are terminated, or otherwise separate from the District, they shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the separation. All vacation pay shall be included in the final paycheck, providing there is thirty (30) days' notice. When bargaining unit members provide fewer than thirty (30) days' notice, they shall be paid by the tenth (10th) of the month following their separation.

10.4.2 VACATION PAY UPON CHANGE IN POSITION

Bargaining unit members accepting or placed in a permanent position in a classification with a higher salary range shall keep their accumulated vacation leave hours up to the amount necessary for at least twenty-one (21) days of leave based on their average assigned daily work hours. Any accumulated vacation leave hours in excess of the number of hours necessary for at least twenty-one (21) days of leave shall be paid out at the unit member's base salary rate in their prior position. Unit members with fewer hours of vacation leave than necessary for twenty-one (21) days of leave shall keep their full balance. The Superintendent/President may grant an exception to this provision when requested by the bargaining unit member or determined to be in the best interests of the District.

10.4.3 VACATION POSTPONEMENT

No bargaining unit member's vacation shall be interrupted to return to work unless mutually agreed by the bargaining unit member and the appropriate Vice President or in the event the Governor of California declares a state of emergency in the county in which the bargaining unit member regularly works.

10.4.4 VACATION SCHEDULING PREFERENCE

When two or more bargaining unit members working in the same classification and work unit request vacation leave for the same day(s) and the supervising administrator determines one or more requests must be denied for legitimate business purposes, the bargaining unit member with the greatest seniority in the classification shall be given preference.

10.4.5 INTERRUPTION OF VACATION

Bargaining unit members may interrupt or terminate vacation leave and begin another type of paid leave provided by this contract without a return to active service, provided they provide

notice and supporting justification (e.g. medical certification of injury or illness, jury summons, etc.).

10.5 HOLIDAYS

All bargaining unit members shall be granted the following holidays when the scheduled observance of holidays occurs during the course of their regular employment and when such days are school holidays for students of the District (See Appendix D, for the Bargaining Unit Members' Calendar).

10.5.1 Labor Day, Admissions Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Christmas Eve Day, New Year's Eve Day, the day following Thanksgiving, and Spring Recess Day.

10.5.2 HOLIDAYS ON SATURDAY AND SUNDAY

When any of the holidays on which the District would be closed fall on Saturday, the District shall close on the preceding Friday; when any of the holidays on which the District would be closed fall on Sunday, the District shall close on the following Monday.

10.5.3 HOLIDAY COMPENSATION

Bargaining unit members shall be entitled to be off duty on all holidays as designated in the Bargaining Unit Members' Calendar. Bargaining unit members working fewer than forty (40) hours per week shall be entitled to a proration of holiday compensation equal to the proportion of a 40 hour work week they are assigned. If bargaining unit members are required to work on a holiday, they shall receive compensation or compensatory time off. Bargaining unit members whose regular work schedule is four (4) days per week shall, when a holiday falls on their regular day(s) off, be entitled to their regular day of compensatory time off, provided they were in a paid status on their last working day prior to the days off or succeeding the days off.

10.5.4 ADDITIONAL HOLIDAYS

Every day declared by the U.S. President or Governor of this state as a public fast, Thanksgiving, or holiday, or any day declared a holiday by the Governing Board under California Education Code, Section 79020(c) and (d), shall be a paid holiday for all eligible bargaining unit members.

10.5.5 HOLIDAY ELIGIBILITY

Except as otherwise provided below, a bargaining unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

Bargaining unit members off contract during the District holidays beginning December 24 through January 1 shall be paid for those holidays provided they were in a paid status during any portion of the working day preceding or succeeding the holiday period.

ARTICLE XI – LEAVE

11.1 BEREAVEMENT LEAVE

Bargaining unit members shall be granted paid administrative leave by the District for a necessary leave of absence, up to forty (40) hours for a full-time employee, on account of the death of any member of their immediate family. Bargaining unit members working fewer than 40 hours per week shall be entitled to a proration of bereavement leave hours equal to the proportion of a 40 hour work week they are assigned.

11.1.1 IMMEDIATE FAMILY

a. The bargaining unit member's spouse or registered domestic partner, children or legal dependents, foster child, mother, father, sister, brother, niece, nephew, step-parents, aunt, uncle, grandmother, grandfather, grandchild; son-in-law, daughter-in-law, step-child, brother-in-law, or sister-in-law; and,

b. The bargaining unit member's spouse's or registered domestic partner's children or legal dependents, foster child, mother, father, sister, brother, niece, nephew, step-parents, aunt, uncle, grandmother, grandfather, grandchild; son-in-law, daughter-in-law, step-child, brother-in-law, or sister-in-law; and,

c. Any significant other or relative living in the bargaining unit member's immediate household.

11.2 WITNESS AND JURY DUTY

Bargaining unit members subpoenaed to appear as a witness in a court proceeding shall be granted a paid leave of absence.

Bargaining unit members called for jury duty in the manner provided by law shall be granted a paid leave of absence. The District will pay the employee the difference between their regular salary and all pay received for jury duty or appearing as a witness.

Whenever possible, bargaining unit members shall endorse jury duty or witness pay received to the District and the District will pay their full regular salary. Mileage and meal allowances shall be paid directly to the bargaining unit member and are not considered pay for the purposes of this article. If fees are not endorsed to the District, the leave shall be granted without pay. Only those fees received by the bargaining unit member for service performed during the employee's regularly scheduled hours of employment shall be subject to the endorsement policy. Bargaining unit members shall only be compensated for their regular work schedule time at their permanent

classification and rate of pay. No overtime, extra time, or any other additional form of pay shall be earned while an employee is on witness or jury duty leave unless the employee is assigned by their supervisor to perform the additional work.

Bargaining unit members whose regular assigned shift commences at 4 PM or later required to serve all or any part of the day on jury duty or as a witness shall be receive paid leave and will not be required to report to work for their regularly scheduled assignment.

11.3 MILITARY LEAVE

A bargaining unit member 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. Bargaining unit members shall provide their supervising administrator and the Human Resources office with a copy of the military order compelling their service prior to the start of their leave whenever possible.

11.4 SICK LEAVE

11.4.1 Bargaining unit members shall earn one (1) hour of leave for illness or injury for each 21.66 hours in a regular pay working, holiday, or leave status, equivalent to twelve (12) days at eight (8) hours per day of sick leave for twelve (12) months of full-time paid service. Sick leave shall not be earned for hours worked in which an employee receives overtime pay, compensatory leave, or any other form of compensation at a rate greater than their regular pay. Employees working fewer than 52 weeks and/or 40 hours per week or 80 hours in each biweekly period shall earn sick leave for extra time worked which is not compensated as overtime, compensatory leave, or any other form of compensation at a rate greater than their regular pay.

<u>11.4.2</u> Sick leave shall be paid at the bargaining unit member's regular rate of pay for their permanent classification and position. The District shall grant bargaining unit members their full expected accrual of sick leave based on the number of hours they should be in a paid status according to their fixed work schedule for the year on July 1st or the first day the employees' service to the District in the current academic year.

<u>11.4.3</u> When a bargaining unit member's employment with the District ends, they shall not be paid for unused sick leave. If a bargaining unit member has used sick leave hours which have not been earned as stated in the first paragraph of this section, the amount of pay given to the member for the unearned leave used shall be deducted from the bargaining unit member's final paycheck.

<u>11.4.4</u> Unused sick leave hours shall accumulate each year without a limit on the total hours of sick leave a bargaining unit may accrue.

<u>11.4.5</u> When sick leave absence pattern exists or a supervising administrator has a valid concern regarding a bargaining unit member's sick leave usage, the supervisor shall meet with the unit

member who may request an Association representative. The supervising administrator shall present the reasons for concern and provide the bargaining unit member an opportunity to explain or provide justification for their leave usage. The Bargaining unit member may elect to meet with Human Resources to explain or provide justification for their leave usage. If the Bargaining unit member cannot provide a reasonable explanation, the District may require documentation of the bargaining unit member's need for sick leave for illness or injury for future absences. The unit member will be notified of this requirement by Human Resources in writing prior to implementation. If the unit member's leave usage is documented and valid for a period of six (6) months following notification of the requirement to provide documentation, Human Resources shall meet with the unit member who may request an Association representative and determine if documentation will continue to be required.

<u>11.4.6</u> The District shall report the sick leave accumulation for each bargaining unit member through the District's online employee information system. The District shall provide a current leave accumulation to any bargaining unit member within five (5) working days of a request.

11.4.7 MEDICAL/DENTAL APPOINTMENTS

Bargaining unit members shall exercise every reasonable effort to schedule appointments to minimize their absence from work.

11.4.8 ON-CAMPUS BLOOD DRIVES

Bargaining unit members may donate to on-campus blood drives during work time so long as they provide at least three business days' advanced notice to their supervising administrator.

11.5 CATASTROPHIC LEAVE BANK

11.5.1 PURPOSE

The District shall authorize the Association to maintain a catastrophic leave program to allow bargaining unit members to donate vacation, sick, and/or compensatory leave to other members with an illness or injury need as defined in 11.5.2. The leave donation program shall provide bargaining unit members with serious medical needs an opportunity to continue to receive full pay after exhausting all paid leave entitlements.

11.5.2 DEFINITIONS

- a. "Catastrophic Illness or Injury" means an illness or injury expected to prevent the employee from working for a period of thirty (30) or more consecutive calendar days by a qualified medical provider.
- b. "Full Pay Sick Leave" means fully paid sick leave for illness or injury accrued by the donor.
- c. "Full Pay Vacation Leave" means fully paid vacation leave accrued by the donor.

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d. "Eligible Recipient" means a recipient who has exhausted all vacation leave, paid leave of absence for illness or injury, and any other paid leave, including workers compensation. Bargaining unit members must have exhausted all vacation, sick leave, compensatory time, workers compensation, or any other paid leave before applying for catastrophic leave.

11.5.3 LEAVE DONATION LIMITS AND PROCEDURES

- a. Bargaining unit members may donate up to sixty (60) hours of full pay vacation, compensatory time, or sick leave during each academic year.
- b. Bargaining unit members may donate any combination of full pay vacation, compensatory time, or sick leave up to the sixty (60) hour limit.
- c. The minimum full pay vacation, compensatory time, or sick leave donation granted under this Article shall be four (4) hours.
- d. Bargaining unit members may receive up to 66% of their total scheduled work hours for the academic year in vacation, sick, and/or compensatory leave donations for any one period of catastrophic leave. The donation leave reception limit shall not reset when any one period of catastrophic leave extends to multiple academic years.
- e. The District shall provide forms for requesting leave donations and donating leave.
- f. Leave donations shall be processed and applied in the chronological order they are received. When a bargaining unit member receives more hours of donated leave than needed during their period of catastrophic leave, the unused leave hours shall be returned to the donating unit members.
- g. Leave donations are irrevocable. Once the form authorizing a leave donation is received in the Human Resources office, the bargaining unit member may not rescind their donation.
- h. Donated leave has no cash value and the employee receiving the donation shall not be eligible to request payment for any donated vacation leave.

11.5.4 LEAVE DONATION PROGRAM MANAGEMENT

The Executive Board of the Classified School Employees' Association, Chapter 381, shall be responsible for administering the leave donation program. The District's responsibilities shall be verifying eligibility, maintaining appropriate records, and monitoring the implementation of the program for equal employment opportunity purposes. The Executive Board shall grant all requests for catastrophic leave until the bargaining unit member has reached 66% of their total scheduled

work hours for the academic year in leave donations. Bargaining unit members shall notify CSEA leadership whether or not to use their name when requesting donations.

11.5.5 No unit member shall be obligated to donate leave under this program.

<u>11.5.6</u> The Association assumes full responsibility for the administration of this program, including maintaining the confidentiality of any medical information in accordance with all state and federal laws. The Association agrees to hold harmless and indemnify the District for all costs, including reasonable attorney fees, arising from the inappropriate disclosure of medical information.

<u>11.5.7</u> This section shall not be subject to the grievance procedure.

11.6 PARENTAL AND BONDING LEAVE

Bargaining unit members may use accumulated paid leave for parental leave for up to 12 workweeks. Parental leave may be taken incrementally or consecutively, but must be taken within 12 months following the date of birth or adoption of a child. Bargaining unit members exhausting all current and accumulated paid leave before receiving all 12 workweeks of parental leave will be paid 50% of their regular salary for the remaining portion of their parental leave as long as they meet the eligibility requirements of the California Family Rights Act.

11.7 FAMILY MEDICAL LEAVE

Bargaining unit members may take unpaid family and medical leave pursuant to applicable federal and state laws (e.g. the Family Medical Leave Act of 1993 and the California Family Rights Act of 1991).

11.8 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

<u>11.8.1</u> Bargaining unit members are covered by Workers' Compensation Insurance for any employment-related injury or illness. Bargaining unit members are responsible for reporting any injury to their immediate supervisor and through the District's reporting procedures established by the Human Resources office within seventy-two (72) hours, or as soon as possible.

11.8.2 Bargaining unit members entitled to temporary workers' compensation benefits due to a work-related injury shall be paid at their full salary rate by the District for the first sixty (60) working days of their absence. Bargaining unit members must return the full amount of their workers' compensation payments to the District. After the first sixty (60) working days, if the bargaining unit member has not separated from the District, the District shall continue to pay the difference between their current salary and their workers' compensation benefit, deducting the difference from their accumulated sick compensatory, and vacation leave. The District shall not pay bargaining unit members if the workers' compensation benefit exceeds their regular rate of pay.

<u>11.8.3</u> Bargaining unit members shall retain priority to return to their permanent position or a similar position for which they meet the minimum qualifications for thirty-nine (39) months after being released from work following an employment-related injury.

<u>11.8.4</u> Bargaining unit members receiving workers' compensation benefits shall remain within the state of California while receiving benefits unless the Governing Board authorizes travel outside the State.

<u>11.8.5</u> Bargaining unit members placed on a reemployment list and medically released for return to duty who refuse an appropriate work assignment shall be dismissed (see California Education Code, Section 88192).

11.9 BREAK IN SERVICE

Paid absences as provided in this article shall not be considered a break in service. All contractual benefits shall continue to accrue during the unit member's absence.

11.10 PERSONAL NECESSITY

<u>11.10.1</u> Bargaining unit members may use up to 58.33% of their sick leave hours per year (the equivalent of seven (7) days of leave within twelve (12) days of sick leave for an employee working eight hours per day) for personal necessity for the following reasons:

 Death of an immediate family member when additional leave is required beyond that provided in Section 11.1 and any additional leave provided by the Governing Board.

b. Accident, illness, or doctor appointment; attorney, court, or other legal appointment; or a required education-related meeting for a dependent involving unit members or members of their immediate family.

c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

<u>11.10.2</u> Bargaining unit members may use up to 42.86% of their personal necessity leave per year (the equivalent of three (3) days of leave within seven (7) personal necessity days for an employee working eight hours per day) for personal business. No justification is required for use of sick leave for personal business reasons. A supervising administrator may deny the use of personal business leave when a compelling business need exists and the bargaining unit member fails to provide at least three (3) business days' notice of the need for leave.

11.10.3 The Governing Board may authorize an additional paid leave of absence for up to thirty (30) working days not to be deducted from the bargaining unit member's accumulated sick leave.

<u>11.10.4</u> Written verification of the conditions justifying the use of personnel necessity leave may be required by the District at any time.

<u>11.10.5</u> A unit member shall secure advance authorization from his or her supervisor for the use of personal business days. The employee need not give a reason for use of these days.

<u>11.10.6</u> Personal Necessity Leave for other reasons may be approved by the District Superintendent/President or appropriate Vice President or Associate Vice President.

11.11 LEAVE OF ABSENCE WITHOUT PAY

Bargaining unit members may request an unpaid leave of absence from the Governing Board (see California Education Code, Section 88198).

11.12 TRANSFER OF ACCUMULATED SICK LEAVE

The District is responsible for arranging for the transfer of accumulated sick leave in accordance with California Education Code, Section 88202. It is the unit member's responsibility to notify the District they have accumulated sick leave eligible for transfer when they are initially employed by the District or when they have accepted employment at another institution eligible for sick leave transfer.

11.13 RETRAINING AND STUDY LEAVE

A leave of absence, paid or unpaid, for study/retraining may be granted by the Governing Board in accordance with the California Education Code commencing with Section 88220.

11.14 NON-INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

11.14.1 A permanent member of the bargaining unit who has exhausted all accrued sick, vacation, compensatory, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, without loss of benefits or status by the Governing Board for up to six (6) months. The Governing Board may renew the leave of absence, paid or unpaid, without loss of benefits or status for up to two (2) additional six (6) month periods. The maximum amount of additional paid or unpaid leave the Governing Board may grant is eighteen (18) months.

<u>11.14.2</u> Bargaining unit members may return to work within their permanent classification and position with appropriate medical clearance at any time during the leaves of absence granted under this section. The time spent in an approved leave of absence shall not be considered a break in service. Bargaining unit members shall be restored to a position within the classification they are permanently assigned. When possible, the unit member will be restored to their position with all rights, benefits, and burdens of a permanent bargaining unit member.

<u>11.14.3</u> If the bargaining unit member exhausts all leaves of absence, paid or unpaid, and is unable to resume performing their position, they shall be placed on a reemployment list for a period of thirty-nine (39) months.

<u>11.14.4</u> At any time the bargaining unit member is able to resume the duties of their position during the 39 month reemployment list period, they shall be reemployed in the first vacancy in the classification. The bargaining unit member's reemployment shall take preference over all other applicants except for those laid off for lack of work or funds under Section 88117, in which case bargaining unit member shall be ranked according to their proper seniority. Upon resumption of duties, the unit member shall be fully restored as a permanent bargaining unit member with no break in service.

11.15 TRANSFER OF LEAVE

Any bargaining unit member with prior service at another California community college district or any agency with reciprocity agreements employed for a period of one (1) calendar year or more, whose employment was not terminated for cause, shall have their accumulated unused sick leave transferred to the District.

Any bargaining unit member working for the District for at least one (1) calendar year who accepts a position at another California community college district or any agency with reciprocity agreements whose employment with the District was not terminated for cause shall have their accumulated unused sick leave transferred to their new employer upon appropriate notification to the District.

A bargaining unit member terminated for cause may have their accumulated unused sick leave transferred to the District if approved by the Governing Board.

All or any part of service at another California community college, not separated by a break in service greater than one (1) year as of the last day of paid service, may be credited by the Governing Board for seniority purposes. Such service shall not be applicable when a position or personnel reduction occurs.

Bargaining unit members shall not be required to waive any part or all benefits which they may be entitled to have transferred in accordance with this section.

11.16 REQUESTS FOR LEAVE(S)

<u>11.16.1</u> Requests for Witness and Jury Duty Leave; Military Leave; Leave of Absence Without Pay; Vacation; and Retraining and Study Leave shall be requested in advance.

Whenever possible, requests for the above-listed leaves shall be submitted with at least ten (10) working days' notice and on the form attached as Appendix E.

<u>11.16.2</u> Bargaining unit members requesting Bereavement Leave; Sick Leave; Personal Necessity Leave; Parental and Bonding Leave; Industrial Accident and Illness Leave; Leave of Absence Without Pay; and Non-industrial Accident or Illness Leave shall be required to notify the appropriate supervisor via telephone prior to the start of the shift if a message recorder is available or via another mutually agreed communication medium. If no recorder is available, unit members shall notify the appropriate supervisor within fifteen (15) minutes of the start of their shift. Staff shall make every reasonable effort to contact the District each day of absence for illness leave or upon expiration of a requested leave.

ARTICLE XII - HIRING

12.1 DISTRIBUTION OF JOB INFORMATION

At a bargaining unit member's initial employment and any change in classification, they shall receive two (2) copies of their class specification, salary, assignment or work location, regular duty hours, and assigned work days. Salary data shall include the annual, monthly, hourly, overtime, and differential rate of compensation as applicable. One (1) copy shall be retained by the bargaining unit member and one (1) copy shall be signed and dated by the bargaining unit member and returned to his/her supervisor.

The provisions of this section shall apply to permanent and probationary bargaining unit members.

12.1.1 CSEA PARTICIPATION IN NEW EMPLOYEE ORIENTATION MEETINGS

The district shall provide the following to California School Employees Association (CSEA):

- 1) ten (10) days' notice of every orientation session absent a critical unforeseen need
- 2) provide CSEA access to new hires during any orientation session
- 3) provide CSEA with new employees' contact information within 30 day of hire or the first pay period of the month after the employee is hired, whichever is later
- 4) provide CSEA with a list of all employees' names and contact information every 120 days

The District shall include the CSEA membership application and a CSEA provided link for an electronic application in the new employee paperwork packet of District materials provided to all newly hired classified staff. CSEA shall provide the District with copies of the membership application for inclusion in the new employee paperwork packet.

The District shall provide CSEA with a list of all classified bargaining unit members represented by the Association with the following information:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- 43 iv. Suffix (e.g. Jr., III);

- 1 v. Job title;
- 2 vi. Department;
- 3 vii. Primary worksite name;
- 4 viii. Work telephone number;
- 5 ix. Home street address;
- 6 x. City;
- 7 xi. State;
 - xii. Zip Code (5 or 9 digits);
- 9 xiii. Home telephone number (10 digits) when available;
- 10 xiv. Personal cellular telephone number (10 digits) when available;
- 11 xv. Personal email address when available;
- 12 xvi. Hire date.

The information shall be provided on the last working day of September, January, and May of each year.

The District will conduct new employee orientation meetings during the workday of employees monthly throughout the academic year. The District shall notify CSEA of a scheduled new employee orientation meeting at least ten (10) calendar days prior to the meeting and provide CSEA's representative with at least ten (10) minutes of uninterrupted time to address newly hired classified staff during the orientation meeting in accordance with Government Code sections 3555.5(b)(4) and 3556.

In the event the District discontinues the new employee orientation meetings, the District shall provide CSEA with no less than ten (10) calendar days' notification, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable of an onboarding meeting in which a newly hired employee submits required employment paperwork to the District. The District shall provide CSEA with at least ten (10) minutes of uninterrupted time to address newly hired classified staff during the orientation meeting.

12.2 SUBSTITUTE EMPLOYEES

 When a person serves under a substitute appointment and is subsequently employed as a bargaining unit member in the vacant position, the District shall include the service time in the substitute appointment in calculating the member's step placement. Sick and vacation leaves shall be computed retroactively to the start of their substitute service.

The District may employ substitute employees to fill vacant positions while the District engages in hiring a permanent employee. The District may employ substitute employees for up to six (6) weeks of training with the incumbent employee prior to the permanent bargaining unit member's final date of employment. The District may employ substitute employees for the purposes of training permanent or probationary bargaining unit members in a new position for up to six (6) weeks after the employee has been hired.

The District shall fill vacant bargaining unit positions within ninety (90) business days of the permanent employee's separation. The ninety (90) business day period may be extended by mutual written agreement of the parties.

When a permanent bargaining unit member will be absent from duty for more than ten (10) consecutive business days, the District may employ one or more substitute employees in the position during the employee's absence. The substitute employee(s) may be employed for up to six (6) weeks of training with the permanent bargaining unit member prior to the start of the employee's absence and up to two (2) weeks of training after the permanent employee returns. A business day is defined as any day when the District's Administrative offices are open for business.

12.3 PROBATIONARY PERIOD

Upon initial employment, all full- and part-time bargaining unit members <u>hired after July 1, 2022</u> shall serve a probationary period of 180 calendar days or 130 days of paid service whichever is longer. Upon promotion into a higher classification, bargaining unit members shall serve a probationary period of 180 calendar days.

When a bargaining unit member completes the probationary service in a paid classification, they shall acquire permanency in all positions within the classification. When a permanent bargaining unit member changes classifications, they shall be classified a probationary bargaining unit member in the new classification and must complete a probationary period before obtaining permanency. Bargaining unit members shall retain permanency in their former classification (see California Education Code, Sections 88001 and 88013.)

When bargaining unit member changes classifications prior to completing the initial probationary period, they shall achieve permanency in the prior classification after completing all required annual work hours for their assignment without a break in service.

12.4 MANDATORY INTERVIEW OPTION

Permanent bargaining unit members applying for a vacant position may elect to receive a mandatory first level interview if they meet all minimum qualifications stated in the position description. Bargaining unit members may waive this right and only receive an interview if they are selected by the hiring committee.

12.5 OVERLAPPING EMPLOYMENT

When sufficient notice of resignation is provided by a current classified bargaining unit member the District may hire a new classified bargaining unit member and begin their employment with the District at any time prior to the resignation date of the departing employee for the purposes of orienting and training the new employee in the position and providing effective continuity of operations.

ARTICLE XIII - TRANSFER

13.1 TEMPORARY JOB LOCATION TRANSFERS

13.1.1 Bargaining unit members must receive at least five (5) business days' notice of a temporary change in job location. The District may waive the notification period when extenuating circumstances require a change in assigned work location for continuity of operations or safety. A bargaining unit member may mutually agree to a temporary change in work location with fewer than five (5) business days' notice. No bargaining unit member shall be assigned to work in a location other than the bargaining unit member's normal work site for a period in excess of five (5) working days without the written consent of the bargaining unit member.

 $\underline{13.1.2}$ Any bargaining unit member temporarily assigned to a work site other than his/her normal work site for longer than five (5) working days shall receive a premium pay of an additional five and one-half percent (5 ½ %) of the bargaining unit member's regular rate of pay for all days spent working at the temporary site.

<u>13.1.3</u> Bargaining unit members may appeal an assignment to a temporary work location to the appropriate Vice President or Associate Vice President. The appropriate Vice President or Associate Vice President shall have the authority to make the final determination regarding a temporary location assignment.

<u>13.2</u> <u>DEFINITIONS</u>

13.2.1 LATERAL TRANSFER

A lateral transfer is defined as a change in work location of a permanent bargaining unit member within the same classification and same or fewer assigned hours per year within the District. A lateral transfer does not encompass the process of assignment or reassignment of a specific

position and responsibilities within a department or work location. A bargaining unit member assigned to more than one work site shall be considered as being transferred only when moved from one District-wide program to another program. A transfer may be requested by a bargaining unit member ("Employee Requested") or by the District ("Administrative"). The request must be submitted in writing to the unit member's current supervisor, the supervisor for the requested

position, the appropriate Vice President(s), and the Associate Vice President of Human Resources.

The District shall provide a written approval or denial of the request within ten (10) business days.

Denials shall be based on business- and/or job-related reasons and shall not be denied by the

Denials shall be based on business- and/or job-related reasons and shall not be denied by the District for discriminatory reasons on the basis of any protected status stated in Article 2 of this agreement. Requests shall not be denied based solely on the needs of the employee's current

department.

13.2.2 ADMINISTRATIVE TRANSFER

 A permanent bargaining unit member may be administratively transferred in the best interests of the District provided the transfer is not punitive, discriminatory, or disciplinary in nature. An administrative transfer shall consist of the same salary schedule range, number of months per year, and number of assigned hours per year. The individual being transferred must meet the minimum qualifications of the position. An administrative transfer may be requested by a bargaining unit member or the District. The request must be submitted in writing to the unit member's current supervisor, the supervisor for the requested position, the appropriate Vice President(s), and the Associate Vice President of Human Resources. The District shall provide a written approval or denial of the request within ten (10) business days. Denials shall be based on business- and/or job-related reasons and shall not be denied by the District for discriminatory reasons on the basis of any protected status stated in Article 2 of this agreement. Requests shall not be denied based solely on the needs of the employee's current department. Administrative transfers differ from a lateral transfer by allowing a transfer to a different classification in the same salary range.

13.2.3 VOLUNTARY REASSIGNMENT

When a vacancy exists, a bargaining unit member may request a voluntary reassignment to a position in a lower classification and salary range or reduction in assigned time. The bargaining unit member must meet the minimum qualifications for the duties of the position. The bargaining unit member shall be moved to the appropriate range of the new classification and maintain their step and longevity from their previous position. The request must be submitted in writing to the unit member's current supervisor, the supervisor for the requested position, the appropriate Vice President(s), and the Associate Vice President of Human Resources. The District shall provide a written approval or denial of the request within ten (10) business days. Denials shall be based on business- and/or job-related reasons and shall not be denied by the District for discriminatory reasons on the basis of any protected status stated in Article 2 of this agreement. Requests shall not be denied based solely on the needs of the employee's current department. Requests for filling a vacant position by lateral and administrative transfer shall have precedence over requests for voluntary reassignment.

13.3 POSTING OF LATERAL TRANSFERS

The District shall make a reasonable effort to notify bargaining unit members of vacancies for which the unit member is eligible to request a lateral transfer. Failure to notify bargaining unit members shall not be subject to the grievance procedure.

<u>ARTICLE XIV – CLASSIFICATION, RECLASSIFICATION & ABOLITION OF POSITIONS</u>

14.1 REASSIGNMENT OF A BARGAINING UNIT MEMBER TO A DIFFERENT POSITION CLASSIFIED IN A HIGHER RANGE

Bargaining unit members reassigned to a different position classified in a higher range shall be

placed on the step in the new salary range providing a pay increase of at least five percent (5%) or the highest available step in the salary range if a five percent (5%) increase is not possible.

<u>ARTICLE XV – LAYOFF AND REEMPLOYMENT</u>

15.1 LAYOFF PROCEDURES

15.1.1 Bargaining unit members shall be subject to layoff for lack of work or lack of funds. Whenever a bargaining unit member is laid off, the order of layoff within the class shall be determined by length of service. The bargaining unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the bargaining unit member has permanence, voluntarily consented to by the bargaining unit member, in order to avoid interruption of employment by layoff.

<u>15.1.2</u> For purpose of this provision only, the term "class" and "higher classes" shall refer to those classes of this agreement, in which the bargaining unit member has permanent status. Permanence is defined in Article XII of this contract (See Appendix F, Job Classes for all Classified Positions).

15.1.3 Prior to any final layoff notices being sent to those bargaining unit members who have been employed the shortest time within the class, the District shall notify the more senior bargaining unit members whose positions have been reduced or eliminated that they must elect one of the following within five (5) working days of receipt of notice: 1) select the position vacated by the least senior bargaining unit member in the class; or 2) select a position in a lower class in which the bargaining unit member previously held permanency and which is to be vacated by the least senior bargaining unit member in the class; or 3) accept reduced hours (if any) in the current position in lieu of layoff; or 4) elect to be laid off.

15.1.4 When a vacancy exists, a bargaining unit member may take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff, provided that such bargaining unit member is qualified to perform the duties of the position, and provided further that the District approves such demotion or reduction in time. Such approval shall not be withheld by the District for arbitrary or capricious reasons. Requests for filling a vacant position by lateral transfer shall be considered before addressing requests for voluntary demotion.

15.2 SENIORITY

<u>15.2.1</u> For purposes of seniority, date of hire begins with the first date of paid service within class in a permanent position.

<u>15.2.2</u> No seniority credit shall be earned during periods of separation from the service from the District, including layoff status, suspension without pay as a result of disciplinary action, or unpaid

leave of absence for more than ninety (90) consecutive days excluding active military leave. If a bargaining unit member has left the District and is rehired, seniority date of hire shall begin on the date of rehire within class in a permanent position.

<u>15.2.3</u> In case of two (2) or more bargaining unit members having identical seniority, the seniority shall be determined by lot.

<u>15.2.4</u> The seniority list shall be prepared and posted in two (2) segments: the first shall be an alphabetical listing by bargaining unit member name together with date of hire status in each class and higher class(es); the second shall be a listing by class with each bargaining unit member ranked within the class on basis of date of hire.

<u>15.2.5</u> The seniority lists shall be posted at the end of each fiscal year and normally thirty (30) days in advance of a layoff, but in any circumstance at least two (2) weeks prior to the effective date of any layoff. The Association shall receive a copy at the time of posting.

15.3 NOTICE OF LAYOFF

<u>15.3.1</u> When as a result of the expiration of a specially funded program, bargaining unit members' positions must be eliminated at the end of any school year, and bargaining unit members shall be subject to layoff for lack of funds, the bargaining unit members to be laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights.

However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff.

15.3.2 When, as a result of a bona fide reduction or elimination of the service being performed by any department, bargaining unit members shall be subject to layoff for lack of work, affected bargaining unit members shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

<u>15.3.3</u> Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of bargaining unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by aforementioned subsections.

<u>15.3.4</u> The layoff notice shall contain: a statement of the effective date of layoff; a statement of "bumping," reemployment and unemployment benefits rights; a statement of seniority posting information; and reason for layoff.

15.4 REEMPLOYMENT AND OTHER RIGHTS

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15.4.1 Bargaining unit members laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applications. In addition, such bargaining unit members laid off have the right to apply and be interviewed for positions within the District during the period of thirty-nine (39) months.

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15.4.2 Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than voluntarily be reclassified or reassigned, shall be granted the same rights as bargaining unit members laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.

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15.4.3 Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the bargaining unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of assigned time.

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15.4.4 Bargaining unit members who have had their hours reduced pursuant to 15.4.2 and 15.4.3 shall be placed on the reemployment lists and shall be considered for employment.

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All bargaining unit members on the reemployment list shall have the right to apply and be interviewed for positions vacant during their reemployment period.

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15.4.5 A bargaining unit member may refuse an offer of reemployment to a specific position for which eligible; however, refusal of two (2) offers of reemployment to the classification from which laid off shall automatically cause removal from the list and the loss of any reemployment rights.

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15.4.6 A bargaining unit member laid off from the District may maintain the health and welfare benefits for a period of two (2) months from the last date of paid status.

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15.4.7 Whenever a layoff occurs, subsequent vacancies within a classification affected by the layoff shall be filled first by assignment from within the class, then from the reemployment list, and then through promotion.

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15.4.9 For the purpose of Section 15.4.7 prior to considering any applications from nonemployment status ("off-campus"), the District shall give first preference to applications from the reemployment list. Of all those applicants who are equally qualified, the most senior of those equally qualified shall be selected, except in cases where one of the equally qualified applicants is from the reemployment list, in which case the most senior qualified applicant from the reemployment list shall be selected.

The above provision is intended to be implemented only when there are no bargaining unit members eligible for reemployment in a class from which they have been laid off.

<u>15.4.10</u> Offers of reemployment shall be made via the U.S. Mail Service, Certified Return Receipt, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the bargaining unit member's signature. Failure to return within ten (10) working days from date of service of offer of reemployment shall be deemed a refusal of that offer of reemployment.

<u>15.4.11</u> Refusal of an offer of reemployment less than held at time of layoff shall not constitute a refusal of reemployment.

<u>15.4.12</u> The District shall post the notice of vacancies for the "on-campus" and "reemployment list" unit members for a period of seven (7) working days at the main campus and at each Extended Education Site.

<u>15.4.13</u> Increased hours shall be offered to the most senior bargaining unit member, who has been formerly reduced, from within the classification affected by the reduction and/or layoff.

Increased hours over and beyond the level at the time of reduction shall be offered to the most senior bargaining unit member from the classification affected by the reduction and/or layoff.

15.5 RETIREMENT AND LAYOFF

Notwithstanding any other provision of law, any bargaining unit member who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the facts that retirement was due to layoff for lack of work or of funds. If the bargaining unit member is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

15.6 MISCELLANEOUS PROVISIONS

<u>15.6.1</u> This agreement shall not be construed as a waiver of the right of the Association to bargain over any future reduction in hours of bargaining unit members.

15.6.2 Upon reemployment from layoff, a bargaining unit member shall advance to the next step on the salary schedule on the ensuing July 1.

<u>15.6.3</u> In the event of reinstatement of a bargaining unit member on layoff or reduction, all sick leave accumulation shall be credited back to the bargaining unit member up to twenty-four (24) months of layoff.

15.6.4 It is the intent of the parties that the District has the right to direct the work force in order to provide services; and in providing such services, it is the intent that the utilization of non-bargaining unit persons shall not result in the arbitrary or capricious displacement of laid-off or reduced bargaining unit members, or the arbitrary or capricious denial of recall rights of bargaining unit members on the recall list.

15.7 ERRONEOUS LAYOFF

Any bargaining unit member who is erroneously laid off, in accordance with this article, shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

<u>ARTICLE XVI – GRIEVANCE PROCEDURE</u>

16.1 INTRODUCTION

Grievances shall be submitted by the Association or an individual bargaining unit member. Bargaining unit members may informally discuss any grievable matter with their immediate supervisor individually, without consulting the Association, at any time. The Association shall submit grievances to the District in accordance with the procedures stated in this Article.

16.2 **DEFINITIONS**

<u>16.2.1</u> Grievance: a dispute on the interpretation, application, or violation of the terms of the collective bargaining agreement. A formal grievance shall state the article(s) of the contract impacted, the circumstances alleged to violate the article(s), and the proposed remedies.

<u>16.2.2</u> Grievant: any individual bargaining unit member, group of bargaining unit members, or the Association alleging a violation of the collective bargaining agreement.

<u>16.2.3</u> Business day: any day during which the District's administrative offices are in operation.

<u>16.2.4</u> The Association: the California School Employees' Association, Chapter 381 Shasta College.

<u>16.2.5</u> Supervising administrator: the administrator assigning work and evaluating performance for a bargaining unit member or an administrator in the line of authority above the immediate supervisor, up to the appropriate Vice President or Associate Vice President.

16.3 TIMELINESS

A grievance shall be submitted for informal resolution within twenty (20) business days of the contested action occurring, unless the bargaining unit member can demonstrate they could not have reasonably known of the action. Grievances submitted beyond twenty (20) business days of the contested action shall be denied as untimely. The District may take action to resolve the underlying concerns of an untimely grievance outside this process.

Any failure by the Association to meet the timelines stated in sections 16.4 and 16.5 shall result in the immediate withdrawal of the grievance. The District shall not be obligated to resolve any grievance withdrawn due to timeliness.

Any failure by the District to meet the timelines stated in sections 16.4 and 16.5 shall give the Association the right to proceed to the next step in the procedure.

16.4 INFORMAL RESOLUTION

The Association shall submit the grievance, orally, to the impacted unit members' immediate supervisor or the appropriate supervising administrator. If the grievance is not resolved informally within five (5) business days, the grievance may proceed formally. The bargaining unit member and supervising administrator may mutually agree to extend the timeline for informal resolution up to twenty (20) business days.

<u>16.5</u> FORMAL GRIEVANCE PROCEDURES

16.5.1 LEVEL ONE

<u>16.5.1.1</u> The Association shall submit a formal grievance within five (5) business days of the failure to agree to informal resolution, unless the timeline is extended through mutual agreement as stated in section 16.4. The grievance shall be submitted in writing to the unit members' supervising administrator, with copies to the appropriate Vice President or Associate Vice President and the Associate Vice President of Human Resources.

<u>16.5.1.2</u> The supervising administrator shall submit a written response to the Association within ten (10) business days of receiving a timely grievance. The supervising administrator may request a meeting to clarify any aspect of the grievance and/or discuss potential remedies. If the Association does not believe the response resolves the grievance, it may proceed to level two.

16.5.2 LEVEL TWO APPEAL

The Association shall submit the level two appeal within ten (10) business days following receipt of the level one response. The appeal shall be submitted to the appropriate Vice President or Associate Vice President with a copy to the Associate Vice President of Human Resources in

writing. The appeal must state the reasons the Association believes the level one response fails to resolve the grievance or provide adequate justification for denying the grievance.

The appropriate Vice President or Associate Vice President shall submit a written response to the Association within ten (10) business days of receiving a timely appeal. The Vice President may request a meeting to clarify any aspect of the grievance and/or discuss potential remedies. If the Association does not believe the response resolves the grievance, it may proceed to level three.

16.5.3 LEVEL THREE APPEAL

The Association shall submit the level three appeal within ten (10) business days following receipt of the level one response. The appeal shall be submitted to the Superintendent/President with a copy to the Associate Vice President of Human Resources in writing. The appeal must state the reasons the Association believes the level two response fails to resolve the grievance or provide adequate justification for denying the grievance.

The Superintendent/President shall submit a written response to the Association within ten (10) business days of receiving a timely appeal. The Superintendent/President may request a meeting to clarify any aspect of the grievance and/or discuss potential remedies. If the Association does not believe the response resolves the grievance, it may proceed to level four.

16.5.4 LEVEL FOUR - ARBITRATION

<u>16.5.4.1</u> The Association may request to submit the grievance for nonbinding arbitration when it believes the grievance and appeal process have failed to adequately resolve the issue. The request for nonbinding arbitration shall be submitted to the Superintendent/President in writing within ten (10) business days of the date of the response to the level three appeal.

16.5.4.2 The District and the Association shall submit a joint request for a list of arbitrators to the State Mediation and Conciliation Service. The District and Association must sign the request within ten (10) business days of the Association's request for Arbitration. If the Association fails to endorse the request within ten (10) business days, the grievance shall be withdrawn and no further action shall be taken.

16.5.4.3 Within ten (10) business days of receiving the list of arbitrators, the District and the Association shall mutually agree on an arbitrator or mutually agree to request a new list of seven (7) arbitrators. The arbitrator shall be selected by the alternate striking method. The Association shall make the first strike for the first grievance advancing to arbitration after the effective date of this agreement. The District shall make the first strike for the second grievance advancing to arbitration after the effective date of this agreement. The Association and District shall alternate making the first strike on all subsequent grievances.

<u>16.5.4.4</u> The District and Association agree the arbitration award resulting from this procedure shall be advisory and nonbinding on all parties. The costs of arbitration shall be borne equally by the Association and the District.

16.6 GENERAL PROVISIONS

16.6.1 Failure to Meet Timelines

If the Association fails to meet a timeline under any step in this Article, the grievance shall be deemed withdrawn. If the District fails to meet a timeline under any step in this Article, the grievance may proceed to the next step.

16.6.2 Retroactive Compensation

Any award of retroactive compensation shall be limited to the sixty (60) days in which the bargaining unit member was in a paid status immediately preceding the initiation of Level Two of this grievance procedure.

16.6.3 Resolutions to Grievances

Resolutions to all grievances, at any level, shall be written and signed by the appropriate representatives of the District and the Association.

<u>ARTICLE XVII – WORKING CONDITIONS</u>

17.1 TRIP ASSIGNMENT

Motor Pool Driver Technicians shall be assigned to trips, as needed, taking into consideration Interstate Commerce Commission regulations pertaining to hours of service. Trip assignments shall be distributed and rotated as equally as possible.

17.2 STANDBY TIME

17.2.1 Motor Pool Driver Technicians required to remain on standby for the duration of the event for which a trip is made shall be paid for all standby hours at their regular rate of pay. Any combination of driving and standby hours exceeding the established workday as defined in Section 7.1 shall be compensated at the appropriate overtime rate based on the bargaining unit member's regular rate of pay.

<u>17.2.2</u> The Motor Pool Driver Technician shall provide the District employee officially in charge of an overnight trip a telephone number and location where they will rest overnight and may be contacted as needed.

ARTICLE XVIII - SAFETY CONDITIONS OF EMPLOYMENT

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18.1 DISTRICT COMPLIANCE

The District shall comply with, enforce, and inform bargaining unit members of all health and safety requirements required by District policies and operating procedures, state laws and regulations, and federal laws and regulations. Bargaining unit members shall comply with all health and safety requirements related to their position. Bargaining unit members shall notify an administrator of any suspected health and safety compliance issues impacting the District.

Any required safety devices or equipment for a bargaining unit position shall be provided by the District. A bargaining unit member may request to use a personal safety device or equipment. The request must be approved by the supervising administrator and appropriate Vice President or Associate Vice President in writing before the bargaining unit member may use the device or equipment.

All bargaining unit members must complete assigned safety trainings, including online trainings, within ten (10) business days of assignment or the due date stated at the time of assignment.

ARTICLE XIX – MISCELLANEOUS PROVISIONS

- If any provision of this contract or application is found invalid by an authorized authority, 19.1 the remainder of this contract and its application shall not be affected.
- 19.2 During the term of this agreement bargaining unit members shall not engage in a strike, work stoppage, or concerted slowdown; and the District shall not engage in a lockout.
- <u>19.</u>3 During the term of this agreement, except as provided herein, the Association expressly waives and relinquishes the right to meet and negotiate. The Association and District agree neither side shall be obligated to meet and negotiate with respect to any subject or matter without mutual agreement. This clause applies whether or not the subject or matter is referred to or covered in this agreement. This clause applies whether or not the subject or matter was known or contemplated by the District or the Association during negotiations on this agreement. This clause applies to all subjects or matters proposed and withdrawn during the negotiations on this agreement. This provision does not allow the District to engage in unilateral changes of mandatory subjects of bargaining on issues which have not been negotiated by the parties.
- <u>19.4</u> Except as otherwise agreed to in this agreement, the Association understands and agrees the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. The District's duties and powers include, but are not limited to, the right to: determine the times and hours of operation; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns and personnel requirements; maintain the efficiency of District operations; determine curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine

methods of raising revenue; contract out work as legally allowed under the education and government codes.

ARTICLE XX – EMPLOYER/EMPLOYEE RELATIONS COMMITTEE

<u>20.1</u> The Association and District shall establish a committee to maintain constructive employer/employee relations.

<u>20.2</u> The committee shall meet monthly. Scheduled meetings may be canceled by mutual agreement, and additional meetings may be scheduled by mutual agreement.

<u>20.3</u> The committee shall establish a monthly agenda and shall maintain appropriate records of scheduled committee meetings.

<u>20.4</u> The sole purpose of the committee is to maintain a channel of communication between the District and the Association and discuss areas pertinent to employer/employee relations.

<u>20.5</u> The District and Association agree the committee is not intended to change provisions of this agreement. This article does not supersede the purpose and intent of Section 19.3.

ARTICLE XXI - NEGOTIATIONS

21.1 TERM OF THE CONTRACT

The new term of the contract shall be from July 1, 2022 through June 30, 2025 and shall continue in effect year by year unless the parties wish to proceed in accordance with the Reopening Provisions as stated in Article 21.2. The District and Association negotiators shall meet on or before March 15 of the calendar year in which this contract expires to establish meeting dates for the year. The meetings may be modified by mutual consent.

21.2 REOPENING PROVISIONS

The District and Association agree either party may request to reopen negotiations on Article 8 and two additional articles for the 2022-2023 and 2023-2024 academic years. The Association's request to reopen Article 8 and any additional articles for the 2022-2023 year shall be submitted to the District negotiator on or before March 15, 2023. The Association's request to reopen Article 8 and any additional articles for the 2023-2024 year shall be submitted to the District negotiator on or before March 15, 2024. Any agreement on changes to Article 8 for the 2023-2024 or 2024-2025 years shall not include a retroactive payment of wages or other benefits.

SHASTA-TEHAMA-TRINITY JOIN COMMUNITY COLLEGE DISTRIC		CALIFORNIA SCHOOLS EMPLOYEES ASSOCIATION			
Marrianne Williams	Date	Mike Parisot	Date		
District Negotiator		Chapter 381 Association President			

Appendix A

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT CLASSIFIED EMPLOYEE EVALUATION

The Shasta-Tehama-Trinity Joint Community College District Classified Employee Evaluation has been designed to guide employees and supervisors through a committed and responsible cultivation of job performance within the District's mission and vision. Through the protocol of this document, the supervisor will evaluate with the primary purpose of commending and improving job performance, skills, and expertise via a holistic and constructive evaluation system. When necessary, the evaluation may be used as part of corrective actions and personnel decisions as per the classified employee's contract. For probationary employees, the evaluation may also be used to determine employee retention.

Classified Evaluation Objectives:

- 1) The supervisor and employee document key outcomes from the evaluation period to identify successful and unsuccessful performance
- 2) The supervisor and employee mutually develop performance goals and desired outcomes for the next evaluation period
- 3) The supervisor and employee determine areas for career growth and professional development
- 4) The supervisor and employee create a plan for areas needing improvement

PERMANENT EMPLOYEES

All permanent classified employees must be evaluated at least every two years by their immediate supervisor and/or appropriate management personnel. The evaluation should be completed and signed by May 15th.

PROBATIONARY EMPLOYEES

There shall be at least two (2) evaluations for probationary bargaining unit members. The first evaluation shall take place within the first 180 days after initial employment. The second evaluation shall take place after the 180th day after initial employment and before the 365th day after initial employment. Bargaining unit members promoted into a higher classification shall receive an evaluation within the first 150 calendar days after initial employment in their new position. Bargaining unit members have the right to respond to any part of their evaluation through the evaluation process or through the process outlined in section 5.3 of the Classified Employees' Contract.

SELF ASSESSMENT

Prior to the evaluation, the employee may complete a voluntary self-assessment. The assessment is meant for self-evaluation, self-awareness, and personal growth. The assessment can be used to facilitate mutual understanding and communication between the employee and the evaluating supervisor and help the employee express their interest in further professional growth and community involvement at Shasta College. The assessment will only accompany the performance evaluation if requested by the employee. In the assessment, the employee will have the opportunity to:

- Reflect on feedback from supervisor, peers, colleagues, and/or students based on daily interactions during the evaluation period
- Share a list of accomplishments and identify areas for further growth and development
- Share data and information supporting key outcomes and accomplishments during the evaluation period

Goal Setting Area:

- Find areas for development using specific, measurable, achievable, relevant, and timely (SMART)
 qoals
- Create a plan of action for improving your experience at work while furthering your professional development
- Identify opportunities to contribute to the Shasta College community

DEFINITION OF TERMS

Accuracy of Work: Employee completes job tasks correctly with rare exception.

Adaptability and Flexibility: Employee adapts to changes in circumstances, policies, procedures, and organizational practices; readily accepts new responsibilities and assignments; works effectively during periods of high activity and with varying personality styles; seeks out and utilizes available resources; listens and considers other points of view, ideas, and suggestions; learns and retains new information, policies and procedures.

Attendance: Employee arrives on time to assigned locations and provides proper notice of absences. Employee understands importance of attendance in providing effective service to internal and external stakeholders. Employee is present, available, and productive during work hours.

Collaboration: Employee engages productively in shared decision-making with others, express and resolve disagreements, and work together to solve issues.

Communication: Employee presents and receives information accurately in all forms of communication.

Oral Communication: Employee gives and receives information effectively in individual and group situations; speaks in a clear and understandable manner; explains procedures, services, programs, and activities effectively; listens attentively to what others say and confirms understanding. Manner of speech and use of language are appropriate for the audience and topic of discussion.

Written Communication: Written information is clear, accurate, professional, and conveys the desired message effectively. Writing style is appropriate (instruct, persuade, inform) for the intent and the audience. Written information uses appropriate grammar, vocabulary, and sentence structure for the nature of the communication.

Cooperation: Employee proactively coordinates work activities with others impacted by their work in planning, organizing, and accomplishing tasks. Employee shares and receives input on workflows within and outside work units to improve efficiency, effectiveness, and equity of outcomes.

Public Service: Employee takes appropriate steps to deliver service to others so they achieve their desired outcome. Employee receives feedback professionally and uses feedback to improve service and outcomes. Employee's behavior is consistently polite, professional, and respectful of others; improves the quality and efficiency of services; demonstrates active listening and confirms understanding so needs can be anticipated and satisfied; openly communicates needs and problems; and treats others' needs with a sense of urgency as appropriate.

Decision Making: Employee analyzes situations effectively, anticipates events, evaluates potential courses of action, makes logical decisions, uses good judgment, takes appropriate action, and responds in a timely manner.

Dependability/Reliability: Employee meets work schedules and fulfills job responsibilities and

commitments consistently. Employee meets established timelines and follows instructions.

Focus: Employee manages distractions effectively and completes tasks accurately and timely.

Independence: Employee works with the level of supervision appropriate for their position and assigned tasks. Employee manages priorities and time spent on activities effectively, manages concurrent projects and responsibilities; and follows up on issues timely.

Interpersonal Skills: Employee develops and maintains positive professional relationships with others. Employee assists and works productively with the public, other employees, and supervisors; deals effectively and functions cooperatively with others; treats others in an equitable and non-judgmental manner; and remains calm during difficult, high pressure, and contentious situations.

Initiative: Employee thinks and acts independently to proactively resolve issues as appropriate to their position. Employee sets short- and long-term goals and follows through. Employee originates action rather than just responding to the action of others.

Job Knowledge: Employee has knowledge of subject area and related policies, procedures, and technical expertise to effectively perform job. Employee proactively acquires new knowledge, skills, and abilities to enhance job performance.

Job Skills: Employee understands and uses applicable work methods, techniques, policies, procedures, and systems; understands their role within the organization's values, services, policies, and procedures; and continues to improve skills to enhance efficiency, effectiveness, and equity of work outcomes.

Judgment: Employee makes appropriate work decisions based on valid data and sound conclusions. Employee separates facts from opinions, resolves conflicting information, and bases decisions on likelihood of achieving desired outcomes.

Listening Skills: Employee listens closely, asks questions to confirm understanding, and considers others' point of view before responding.

Planning and Organizing: Employee evaluates steps necessary to complete assignments, estimates time and resource needs accurately, considers competing priorities, and develops a plan of action to complete assignments in a timely manner and according to priorities. Employee keeps supervisor and others impacted by their work advised of the status of projects and work assignments.

Problem Solving: Employee identifies issues timely and accurately, breaks problem into components, identifies effects on other processes, recognizes impact on other employees, develops solutions, and arrives at sound conclusions through a logical process. Employee escalates issues as appropriate within their scope of responsibility and the nature of the problem.

Work Quantity: Employee produces an acceptable amount of work with appropriate quality while meeting schedules and established timeframes.

Work Quality: Employee's work products meet established standards, including accuracy, timeliness, method(s) of completion, thoroughness, safety, regulatory and legal compliance, and desired outcomes.

Respect: Employee treats others professionally, honestly, equitably, and with appropriate consideration of their needs. Employee values diversity of thought and perspective, welcomes

opposing opinions, and encourages others to participate.

Responsibility: Employee acknowledges and accepts their scope of influence over processes and outcomes. Employee informs others timely when they make a mistake, find an error, or otherwise need to make corrections. Employee is accountable for their performance and for the overall outcomes of their work unit. Employee is solution-oriented and avoids placing blame on others.

Safety: Employee follows established safety practices, complies with safety regulations, corrects unsafe work practices on the job, and notifies appropriate supervisors of safety concerns.

THE PERFORMANCE EVALUATION MEETING

How the performance evaluation is conducted can be as important as the information that goes into it. Careful preparation and scheduling of the performance evaluation meeting may take a little time, but the results produced are worthwhile. Consider the following in conducting a performance evaluation meeting:

- 1. Pre-schedule a time to meet with the employee, giving the employee sufficient notice to prepare. Describe the process you will use for the evaluation so the employee will know what to expect.
- 2. Request the employee's input on significant accomplishments during the evaluation period, areas to focus on for growth and development in the next evaluation period, and support they need to enhance their job performance. Provide an opportunity for employee to submit voluntary self-assessment.
- 3. Provide the employee a copy of their position description for review.
- 4. Review the employee's position description, input on significant accomplishments, feedback from others on performance, identifiable patterns in work products, and direct observations of the employee's performance.
- 5. Complete the evaluation form citing clear observations of actions and behaviors that support ratings. Avoid using overly general statements, assumptions about intent, and unsubstantiated information. Include guidance to achieve the next level of performance.
- 6. Conduct evaluations in a confidential area and eliminate potential distractions. Choose a neutral location whenever possible and appropriate; consider how the area may impact the employee.
- 7. Give honest and constructive work-related feedback based on observable actions and behaviors.
- 8. Ask open-ended questions.
- 9. Encourage an interactive discussion on past performance and establishment of goals and objectives.
- 10. Connect the employee's performance and contributions to the overall objectives and mission of the work unit, department, and District.
- 11. Ask the employee what you can do to assist them to be successful.
- 12. Discuss how you will follow-up with the employee.
- 13. Close the meeting by thanking the employee for participating.

PERFORMANCE EVALUATION RATINGS

CODE	RATING	DEFINITION
NA	Not Applicable	The evaluation item is not applicable.
U Unsatisfactory		Performance does not meet the minimum expectations for the position and/or requires significantly more supervision than appropriate to the level of the position. Immediate corrective measures are required.
N	Needs Improvement	Performance usually meets the expectations of the position, but requires more supervision than appropriate to the level of the position.
М	Meets Expectations	Performance fully meets the expectations of the position, level of independence, and quality of contributions to department outcomes.
E	Exceeds Expectations	Performance consistently exceeds the expectations of the position, level of independence, and quality of contributions to the department's outcomes and mission objectives.

SHASTA-TI	Classified Employ				TRICI
Evaluation Period:	Date From:	-	Date To:	Date of	of Evaluation:
Employee Name:					
Division/Department					
Position Title:					
Reason for Review	☐ 2 nd Probationary	Per ent	Od (within 180 days of in Od (before 365 days of (from last evaluation date) days after promotion)	initial employment)	
Probationary Employees Only:		•	manence in position position position in position position in position position position in position i		
Instructions: Provide a for each rating of "Need	s Improvement" or "U	Insa		d be attach a	•
Consider the so	cope of the duties an	d re	sponsibilities duri	ng the evalua	tion period
Work Quality - Typ acceptable manner	ical duties are under with appropriate leve		-	in an	N/A U N M E

Consider the scope of the duties and responsibilities during the evaluation	Consider the scope of the duties and responsibilities during the evaluation period									
Work Quality - Typical duties are understood and performed in an acceptable manner with appropriate level of supervision	N/A U N M E									
a. Understands position and typical duties										
 b. Demonstrates knowledge of subject area and related policies, procedures, and technical expertise to effectively perform job duties 										
 Understands how duties of the position fit within the department/division's operations 										
 d. Consistently uses appropriate methods and procedures to complete duties 										
e. Works with the level of supervision appropriate for their position and assigned tasks										
f. Completes tasks accurately with rare exceptions										
g. Employee is accountable for their performance and for the overall outcomes of their work unit or service area										
 h. Effectively supports student learning outcomes or service area outcomes (if applicable). 										
	_									
2. Planning and Organizing Work - Assignments are completed efficiently and effectively within specified timeframes	N/A U N M E									
a. Prioritizes activities/assignments effectively										
b. Plans daily work tasks effectively										
c. Manages concurrent projects and responsibilities effectively										

	d.	Completes assignments to meet established timeframes within a calendar of duties	
	e.	Follows up on issues timely	
	f.	Develops long-range plans of action to complete job assignments	
	g.	Uses budget, supplies, materials, and equipment efficiently	
	h.	Utilizes available resources to achieve job results	
	i.	Keeps supervisor and others impacted by their work advised of the status of projects and work assignments	
3.	ag	hedule and Work Life Balance- Consider absences, ability to meet reed upon work schedule, and understanding of emergency needs	N/A U N M E
	a.	Manages work schedule, personal needs, and workplace dynamics so job responsibilities and commitments are met consistently	
	b.	Follows agreed upon work schedule	
	C.	Takes scheduled breaks	
	d.	Schedules and uses leave	
	e.	Notifies supervisor of time off needed in advance or, when sick, as soon as possible	
	f.	Responds to requests to work outside regular schedule as soon as possible	
	g.	Manages attendance within overall operational needs of the division/department	
4.		dgement - Extent to which the employee works with appropriate pervision while accepting job accountability	N/A U N M E
4.	su	• • • • • • • • • • • • • • • • • • • •	N/A U N M E
4.	a.	pervision while accepting job accountability Safely and efficiently completes duties independent of supervision or assistance Analyzes situations effectively, anticipates events, and evaluates potential course of action	
4.	a.	pervision while accepting job accountability Safely and efficiently completes duties independent of supervision or assistance Analyzes situations effectively, anticipates events, and evaluates	
4.	a. b.	Safely and efficiently completes duties independent of supervision or assistance Analyzes situations effectively, anticipates events, and evaluates potential course of action Makes logical decisions, uses good judgment based on valid data and sound conclusions, takes appropriate action, and responds in a timely	
4.	a. b. c.	Safely and efficiently completes duties independent of supervision or assistance Analyzes situations effectively, anticipates events, and evaluates potential course of action Makes logical decisions, uses good judgment based on valid data and sound conclusions, takes appropriate action, and responds in a timely manner Separates facts from opinions, resolves conflicting information, and bases decisions on likelihood of achieving desired outcomes Seeks out advice or assistance or escalates issues when appropriate within their scope of responsibility and nature of the problem	
4.	a. b. c.	Safely and efficiently completes duties independent of supervision or assistance Analyzes situations effectively, anticipates events, and evaluates potential course of action Makes logical decisions, uses good judgment based on valid data and sound conclusions, takes appropriate action, and responds in a timely manner Separates facts from opinions, resolves conflicting information, and bases decisions on likelihood of achieving desired outcomes Seeks out advice or assistance or escalates issues when appropriate	
4.	a. b. c. d.	Safely and efficiently completes duties independent of supervision or assistance Analyzes situations effectively, anticipates events, and evaluates potential course of action Makes logical decisions, uses good judgment based on valid data and sound conclusions, takes appropriate action, and responds in a timely manner Separates facts from opinions, resolves conflicting information, and bases decisions on likelihood of achieving desired outcomes Seeks out advice or assistance or escalates issues when appropriate within their scope of responsibility and nature of the problem Employee informs others timely when they make a mistake, find an error, or otherwise need to make corrections	
4.	b. c. d. g.	Safely and efficiently completes duties independent of supervision or assistance Analyzes situations effectively, anticipates events, and evaluates potential course of action Makes logical decisions, uses good judgment based on valid data and sound conclusions, takes appropriate action, and responds in a timely manner Separates facts from opinions, resolves conflicting information, and bases decisions on likelihood of achieving desired outcomes Seeks out advice or assistance or escalates issues when appropriate within their scope of responsibility and nature of the problem Employee informs others timely when they make a mistake, find an error, or otherwise need to make corrections	
4.	b. c. d. g.	Safely and efficiently completes duties independent of supervision or assistance Analyzes situations effectively, anticipates events, and evaluates potential course of action Makes logical decisions, uses good judgment based on valid data and sound conclusions, takes appropriate action, and responds in a timely manner Separates facts from opinions, resolves conflicting information, and bases decisions on likelihood of achieving desired outcomes Seeks out advice or assistance or escalates issues when appropriate within their scope of responsibility and nature of the problem Employee informs others timely when they make a mistake, find an error, or otherwise need to make corrections Employee is solution-oriented and avoids placing blame on others Accepts responsibility and takes corrective active if duties are	
	su a. b. c. f. g. h. i.	Safely and efficiently completes duties independent of supervision or assistance Analyzes situations effectively, anticipates events, and evaluates potential course of action Makes logical decisions, uses good judgment based on valid data and sound conclusions, takes appropriate action, and responds in a timely manner Separates facts from opinions, resolves conflicting information, and bases decisions on likelihood of achieving desired outcomes Seeks out advice or assistance or escalates issues when appropriate within their scope of responsibility and nature of the problem Employee informs others timely when they make a mistake, find an error, or otherwise need to make corrections Employee is solution-oriented and avoids placing blame on others Accepts responsibility and takes corrective active if duties are completed in an unsafe, inefficient, inaccurate, or untimely manner Adheres to District policies and procedures	
	d. c. f. g. h.	Safely and efficiently completes duties independent of supervision or assistance Analyzes situations effectively, anticipates events, and evaluates potential course of action Makes logical decisions, uses good judgment based on valid data and sound conclusions, takes appropriate action, and responds in a timely manner Separates facts from opinions, resolves conflicting information, and bases decisions on likelihood of achieving desired outcomes Seeks out advice or assistance or escalates issues when appropriate within their scope of responsibility and nature of the problem Employee informs others timely when they make a mistake, find an error, or otherwise need to make corrections Employee is solution-oriented and avoids placing blame on others Accepts responsibility and takes corrective active if duties are completed in an unsafe, inefficient, inaccurate, or untimely manner	

	b. Develops new and improved procedures when appropriate								
	c. Acts independently to proactively identify and correct problems prior								
	to escalation where appropriate								
	d. Adjusts to new schedules and/or changes in schedules when needed								
	e. Flexible and adaptable to changes in work procedures, tools, priorities, and conditions	0 0000							
	f. Learns, retains, and incorporates new knowledge, skills, and abilities relevant to the position	0 0000							
6	Adherence to Boliev and Safety Precedures. Extent to which								
0.	Adherence to Policy and Safety Procedures - Extent to which employee follows conduct rules and adheres to district policies and administrative procedures	N/A U N M E							
	Consistently uses Board Policies and Administrative Procedures as prescribed via participatory governance	0 0000							
	 b. Performs work within established policies, procedures, guidelines, and safety regulations 	0 0000							
	 Adheres to policies put in place for the safety and security of the campus community 								
	 d. Consistently uses appropriate discretion and confidentiality pertaining to district business 	0 0000							
	 Acknowledges and accepts their scope of influence over processes and outcomes 								
	Section I. Overall Rating								
	☐ Unsatisfactory ☐ Needs Improvement ☐ Meets Expectations ☐ Excee	· .							
	☐ Unsatisfactory ☐ Needs Improvement ☐ Meets Expectations ☐ Exceeds SUPPORTING OBSERVATIONS AND RECOMMENDATIONS	· .							
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		NS:							
	SUPPORTING OBSERVATIONS AND RECOMMENDATIONS	LS							
1.	II. COMMUNICATION AND INTERPERSONAL SKII Consider the employee's ability to maintain positive communications and professions.	LLS essional relations							
1.	SUPPORTING OBSERVATIONS AND RECOMMENDATIONS II. COMMUNICATION AND INTERPERSONAL SKII	LS							
1.	II. COMMUNICATION AND INTERPERSONAL SKII Consider the employee's ability to maintain positive communications and prof Interpersonal Relationships - Extent to which employee interacts effectively	LS essional relations N/A U N M E							
1.	II. COMMUNICATION AND INTERPERSONAL SKII Consider the employee's ability to maintain positive communications and prof Interpersonal Relationships - Extent to which employee interacts effectively with colleagues, supervisors, and District community. a. Develops and maintains positive professional relationships by treating others professionally, honestly, equitably, and with appropriate	LS essional relations N/A U N M E							
1.	II. COMMUNICATION AND INTERPERSONAL SKII Consider the employee's ability to maintain positive communications and prof Interpersonal Relationships - Extent to which employee interacts effectively with colleagues, supervisors, and District community. a. Develops and maintains positive professional relationships by treating others professionally, honestly, equitably, and with appropriate consideration of their needs b. Listens and considers other points of view, ideas, and suggestions	LS essional relations N/A U N M E							

	e.	Employee shares and receives input on workflows within and outside work units to improve efficiency, effectiveness, and equity of outcomes	
	f.	Accurately assesses and supports the needs of others	
	g.	Maintains composure and remains calm during difficult, high pressure and contentious situations	0 0000
2.		stomer Service Skills - Works to meet the needs of community members d stakeholders.	N/A U N M E
	a.	Exhibits a positive, polite, professional, and respectful attitude toward others	
		Communicates with honesty, transparency, and accountability	
		Demonstrates active listening and confirms understanding so needs can be anticipated and acted upon effectively	
		Maintains composure when things are not going as expected	
	e.	Consistently delivers successful outcomes for students, employees, and the public from diverse race, gender, age, disability, sexual preference, gender identity, and other communities	
	f.	Employee receives feedback professionally and uses feedback to improve service and outcomes	
3.	Со	mmunication – Successfully conveys ideas and feelings	N/A U N M E
		Maintains confidentiality	
		Communicates through technology and media professionally	
	C.	Written information is clear, accurate, professional, and conveys the desired message effectively.	
	d.	Writing style is appropriate (instruct, persuade, inform) for the intent and the audience	
	e.	Written information uses appropriate grammar, vocabulary, and sentence structure for the nature of the communication	
	f.	Gives and receives verbal information effectively in individual and group situations	
		Verbally explains procedures, services, programs, and activities effectively	
	n.	Manner of speech and use of language are appropriate for the audience and topic of discussion.	
		Section II. Overall Rating	
		☐ Unsatisfactory ☐ Needs Improvement ☐ Meets Expectations ☐ Exceeds	•
		SUPPORTING OBSERVATIONS AND RECOMMENDATIONS	S:

III. TECHNOLOGY AND EQUIPMENT

Consider the extent to which the employee utilizes technology and e	quipment
Skill in Technology and Use of Equipment - Extent to which employee utilizes technology and equipment	N/A U N M E
a. Regularly checks District email as appropriate to position	
 b. Proficient in technology systems and software used in performing job duties 	
c. Adheres to District policies and procedures in the usage of technolog	y
 d. Participates in training to develop and maintain knowledge, skills, and abilities related to position 	·
e. Properly cares for and maintains technology and equipment	
f. Follows safety procedures in the use of all equipment	
g. Implements new technologies and equipment to improve performance	e
	•
Section III. Overall Rating	
☐ Unsatisfactory ☐ Needs Improvement ☐ Meets Expectations ☐ Excee	eds Expectations
SUPPORTING OBSERVATIONS AND RECOMMENDATO	NS:

IV. SAFETY

07.1.211	
Consider the parameters of safety for the position – procedures, use of PPE, mitig	ating hazards, etc.
1. Safety - Extent to which employee is aware of and adheres to safety standards	N/A U N M E
 Ensures a hazard free environment for everyone on campus. ie. locks doors, secures equipment, maintains a clean and orderly workspace, etc. 	
b. Follows all applicable safety policies and procedures	
c. Completes assigned safety trainings timely	
 d. Promptly reports safety hazards to supervisor and/or takes appropriate action to resolve issues 	
e. Identifies, corrects, and/or reports unsafe work practices on the job as appropriate	
 f. Uses equipment and materials within safety specifications and regulations 	
Section IV. Overall Rating	
☐ Unsatisfactory ☐ Needs Improvement ☐ Meets Expectations ☐ Exceed	ls Expectations
SUPPORTING OBSERVATIONS AND RECOMMENDATOR	IS:

V. OVERALL COMMENTS AND RATING

This section's intent is to evaluate the overall performance of the employee considering Sections I. – IV. Evaluators comments should note employee's major strengths and accomplishments
☐ Unsatisfactory ☐ Needs Improvement ☐ Meets Expectations ☐ Exceeds Expectations
SUPPORTING OBSERVATIONS AND RECOMMENDATIONS:
GOALS FOR PROFESSIONAL GROWTH:
Include objectives, action plans, timelines, outcomes, and support needed. Consider: what can the employee do to improve their performance? How best can the district support the employee's
professional growth?
Are you supported by your supervisor to engage in participatory governance? Chapter
meetings, board meetings, hiring committees, etc.
Have there been any gradually accreted duties outside of the position description which reflect duties of a higher classification?
Torrest datice of a migrici diacomeation.

EMPLOYEE COMMENTS:	
My signature below indicates I have read this evaluation. It does not indicate that I agree witlevaluation. I understand I have the right to respond in writing within 10 working days. My conce attached to the evaluation form in my personnel file.	
Employee's Signature: Date:	
Evaluating Supervisor's Signature: Date:	
Next Level Supervisor's Signature Date:	

Shasta-Tehama-Trinity Community College District Classified Salary Schedule 2021-2022 Effective 11/1/21 Board Approved 10/2021

Range	Ste	p 1	Ste	p 2	Ste	p 3	Ste	p 4	Step	5	Range	Hrly Rate
	Year	Month	Year	Month	Year	Month	Year	Month	Year	Month		Step 1
16	31,200.00	2,600	31,339.98	2,612	31,492.03	2,624	33,066.59	2,756	34,719.98	2,893	16	15.00
17	31,200.00	2,600	31,700.03	2,642	32,279.10	2,690	33,892.98	2,824	35,587.55	2,966	17	15.00
18	31,200.00	2,600	31,509.92	2,626	33,085.52	2,757	34,739.74	2,895	36,476.75	3,040	18	15.00
19	31,400.10	2,617	32,298.03	2,692	33,912.94	2,826	35,608.56	2,967	37,389.04	3,116	19	15.10
20	31,528.64	2,627	33,105.07	2,759	34,760.34	2,897	36,498.38	3,042	38,323.17	3,194	20	15.16
21	32,316.96	2,693	33,932.70	2,828	35,629.36	2,969	37,410.88	3,118	39,281.42	3,273	21	15.54
22	33,124.83	2,760	34,780.93	2,898	36,520.02	3,043	38,346.05	3,196	40,263.39	3,355	22	15.93
23	33,952.88	2,829	35,650.58	2,971	37,433.14	3,119	39,304.72	3,275	41,269.90	3,439	23	16.32
24	34,801.73	2,900	36,541.86	3,045	38,368.93	3,197	40,287.31	3,357	42,301.79	3,525	24	16.73
25	35,671.79	2,973	37,455.39	3,121	39,328.02	3,277	41,294.45	3,441	43,359.26	3,613	25	17.15
26	36,563.49	3,047	38,391.81	3,199	40,311.23	3,359	42,326.96	3,527	44,443.15	3,704	26	17.58
27	37,477.65	3,123	39,351.52	3,279	41,319.20	3,443	43,385.06	3,615	45,554.29	3,796	27	18.02
28	38,414.69	3,201	40,335.36	3,361	42,352.13	3,529	44,469.78	3,706	46,693.09	3,891	28	18.47
29	39,375.02	3,281	41,343.74	3,445	43,410.85	3,618	45,581.33	3,798	47,860.59	3,988	29	18.93
30	40,359.28	3,363	42,377.30	3,531	44,496.19	3,708	46,720.96	3,893	49,057.01	4,088	30	19.40
31	41,368.29	3,447	43,436.64	3,620	45,608.58	3,801	47,889.09	3,991	50,283.38	4,190	31	19.89
32	42,402.46	3,534	44,522.61	3,710	46,748.83	3,896	49,086.13	4,091	51,540.53	4,295	32	20.39
33	43,462.64	3,622	45,635.62	3,803	47,917.58	3,993	50,313.33	4,193	52,829.09	4,402	33	20.90
34	44,549.23	3,712	46,776.70	3,898	49,115.46	4,093	51,571.10	4,298	54,149.68	4,512	34	21.42
35	45,662.86	3,805	47,946.08	3,996	50,343.28	4,195	52,860.50	4,405	55,503.55	4,625	35	21.95
36	46,804.37	3,900	49,144.58	4,095	51,601.89	4,300	54,181.92	4,515	56,891.12	4,741	36	22.50
37	47,974.58	3,998	50,373.23	4,198	52,891.90	4,408	55,536.62	4,628	58,313.42	4,859	37	23.06
38	49,173.90	4,098	51,632.67	4,303	54,214.16	4,518	56,925.02	4,744	59,771.30	4,981	38	23.64
39	50,403.18	4,200	52,923.52	4,410	55,569.70	4,631	58,348.16	4,862	61,265.57	5,105	39	24.23
40	51,663.25	4,305	54,246.61	4,521	56,958.93	4,747	59,806.86	4,984	62,797.07	5,233	40	24.84
41	52,954.93	4,413	55,602.77	4,634	58,382.90	4,865	61,301.97	5,108	64,367.06	5,364	41	25.46
42	54,278.85	4,523	56,992.83	4,749	59,842.43	4,987	62,834.51	5,236	65,976.14	5,498	42	26.10
43	55,635.84	4,636	58,417.63	4,868	61,338.37	5,112	64,405.33	5,367	67,625.58	5,635	43	26.75
44	57,026.74	4,752	59,878.00	4,990	62,871.95	5,239	66,015.46	5,501	69,316.21	5,776	44	27.42
45	58,452.37	4,871	61,374.98	5,115	64,443.60	5,370	67,665.94	5,639	71,049.26	5,921	45	28.10
46	59,913.57	4,993	62,909.39	5,242	66,054.77	5,505	69,357.60	5,780	72,825.38	6,069	46	28.80
47	61,411.58	5,118	64,482.08	5,374	67,706.08	5,642	71,091.49	5,924	74,646.00	6,221	47	29.52
48	62,946.83	5,246	66,094.08	5,508	69,398.78	5,783	72,868.85	6,072	76,512.18	6,376	48	30.26
49	64,520.35	5,377	67,746.43	5,646	71,133.71	5,928	74,690.51	6,224	78,424.94	6,535	49	31.02
50	66,133.39	5,511	69,440.18	5,787	72,912.11	6,076	76,557.73	6,380	80,385.55	6,699	50	31.79
51	67,786.78	5,649	71,176.14	5,931	74,735.02	6,228	78,471.74	6,539	82,395.25	6,866	51	32.59
52	69,481.36	5,790	72,955.58	6,080	76,603.28	6,384	80,433.39	6,703	84,455.07	7,038	52	33.40
53	71,218.58	5,935	74,779.33	6,232	78,518.34	6,543	82,444.34	6,870	86,566.48	7,214	53	34.24
54	72,999.06	6,083	76,648.83	6,387	80,481.44	6,707	84,505.41	7,042	88,730.72	7,394	54	35.10
55	74,823.84	6,235	78,565.14	6,547	82,493.42	6,874	86,618.06	7,218	90,949.04	7,579	55	35.97
56	76,694.59	6,391	80,529.28	6,711	84,555.74	7,046	88,783.55	7,399	93,222.69	7,769	56	36.87
57	78,611.94	6,551	82,542.51	6,879	86,669.65	7,222	91,003.12	7,584	95,553.33	7,963	57	37.79
58	80,577.12	6,715	84,606.08	7,051	88,836.38	7,403	93,278.22	7,773	97,942.00	8,162	58	38.74
59	82,591.60	6,883	86,721.23	7,227	91,057.20	7,588	95,610.11	7,968	100,390.58	8,366	59	39.71
60	84,656.42	7,055	88,889.22	7,407	93,333.76	7,778	98,000.45	8,167	102,900.30	8,575	60	40.70

Longevity pay in accordance with Article 8.8 of the Classified Employees' Contract

2020-2021 ANNUAL CLASSIFIED WORK SCHEDULE

Employee Name Employee's Title Work Schedule S Schedule Type: Employee FTE: Position Months	: Start Date:		Work Schedu	le End Date:		
week One	Shift					
	Begin	Lunch Time	Lunch Time	Shift End	Total Hours	
Day	Time	Start	End	Time	Scheduled	Telework
Sunday					0.00	
Monday					0.00	
Tuesday					0.00	
Wednesday					0.00	
Thursday					0.00	
Friday					0.00	
Saturday				Week One To	0.00	
Day	complete if We Shift Begin Time	ek Two is differe Lunch Time Start	nt than Week Or Lunch Time End	Shift End Time	ative Work Schedule) Total Hours Scheduled	Telework
Sunday					0.00	
Monday					0.00	
Tuesday					0.00	
Wednesday					0.00	
Thursday					0.00	
Friday					0.00	
Saturday					0.00	
			*Must equal	Week Two To Total Biweek 80 hours for Full-		0.00 0.00 k Schedules
Employee Signa	ture			Supervising A	dministrator Signa	ture

Shasta College 2022-23 All District Calendar

4	Independence Day Observance	S M T W Th F S 1 2 3 H 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W TH F S 13 14 17 S H 17 S 26 27 28 S 2 2 3 24 25 26 27 28 S 3 31 S 3 31	New Year's Day Obs. Holiday Mandatory FLEX Day Dr. M.L. King Jr. Day Holiday Spring Semester Begins 11 Instructional Days 4 Floating Flex Days
12 15	Mandatory FLEX Day (Academic Staff Report) Fall Semester Begins 13 Instructional Days 1 Floating Flex Day	AUGUST 2022 S M T W Th F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	FEBRUARY 2023 S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 H 18 19 H 21 22 23 24 25 26 27 28	Lincoln Day Holiday Washington Day Holiday 18 Instructional Days
5	Labor Day Holiday 21 Instructional Days	SEPTEMBER 2022 S M T W TH F S 1 2 3 4 H 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	MARCH 2023 S M T W TH F S 1 2 3 4 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 31	23 Instructional Days
	21 Instructional Days	S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 31 31 31 31	APRIL 2023 S M T W TH F S 1 10-14 9 H 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	Spring Break (Easter is 4/9) Spring Break Holiday 15 Instructional Days
11 21-23 24-25	Veterans Day Holiday College Open; No Classes Thanksgiving Holiday 16 Instructional Days 3 Floating FLEX Days	NOVEMBER 2022 S M T W TH F S 1 2 3 4 5 6 7 8 9 10 H 12 13 14 15 16 17 18 19 20 21 22 23 H H 26 27 28 29 30	MAY 2023 S M T W TH F S 1 2 3 4 5 6 19 7 8 9 10 11 12 13 19 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 H 30 31	Last Day of Spring Semester Commencement Memorial Day Holiday 15 Instructional Days
15 23 26 27 30	End of Fall Semester Christmas Eve Obs. Holiday Christmas Day Obs. Holiday Admissions Day Obs. Holiday New Year's Eve Obs. Holiday 1 Floating Flex Day 11 Instructional Days	DECEMBER 2022 S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 H 24 25 H H 28 29 H 31	JUNE 2023 S M T W TH F S 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	
Spring	emester Total Days: g Semester Total Days:	82	d of Semester	v El EV Dev

Administrative Total Working Days: 246 H Holidays Spring Recess

All Academic Year Classified Employees must work 175 days. Please obtain Supervisor approval on annual work schedule form.

Floating FLEX Day ***

Total Instructional Days:

FLEX Days

164

11

Scheduled Mandatory FLEX Day

^{**}Holiday placement in-between semesters is subject to CSEA approval

^{***}Floating Flex Days are mandatory for instructional faculty except where noted in Article 4.8.7

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT LEAVE REPORT - CLASSIFIED EMPLOYEES

lease Check	Reason for Leave	Date(s) of Leave	Hour(s) of Leave
	a) Vacation		
	b) Sick		
	c) Doctor Appt. (Employee)		
	d) Personal Necessity (PN) 1. Dr. Appt. – Immediate Family 2. Other compelling reason or emergency Explain:	Member	
	d) Personal Business (up to 3 of 7 PN days)		
	f) Leave Without Pay (May require Board approval) Explain:		
	g) Bereavement Relationship:		
	h) Other Explain:		
	r injury sufficient to necessitate absence eturn to work as follows:	from employment shall be given to	o the appropriate supervisor
absent not more cepted as suffice	e than five (5) successive days, the signe- cient proof.	d statement of the employee, at the	e discretion of the superviso
absent more the sence from emp	nan five (5) successive workdays, a physiologment shall be attached to this Leave visor for approval.		

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT CLASSIFIED SALARY SCHEDULE ASSIGNMENT OF CLASSES TO RANGES

2021-2022 Updated 6/13/22

Range 16

Cafeteria Assistant

Range 19

Lead Barista

Lead Cafeteria Assistant

Range 21

Cafeteria Cook

Range 24

Custodian

Delivery Driver

Dental Hygiene Clinic Assistant

Theatre Events Coordinator

Range 25

Extended Education Secretary

Groundskeeper

Human Resources Assistant

Motor Pool Driver

Staff Secretary

Range 26

Library Information Technician Student Success Facilitator

Utility Worker

Range 28

Community Service Officer

Financial Aids Bkkp-Scholar. Proc

Instructional Paraprofessional

Range 29

Categorical Program Coordinator

Equipment Technician

Extended Education Technician

Lead Custodian

Lead Groundskeeper

Pool & Laundry Worker

Preschool Teacher

Senior Staff Secretary

Shasta CARES Program Specialist

Student Services Technician

Warehouse Worker

Range 30

District Accounting Technician

Hazardous Materials Data Technician

Motor Pool Driver Technician

Theatre Technician

Range 32

Employment Development Serv. Tech

Health & Wellness Technician

Range 33

Administrative Assistant

Administrative Secretary I

Human Resources Analyst

Payroll Technician

Research Technician

Student Services Coordinator

Range 35

Administrative Secretary II

Communications Design Coordinator

Community Education Coordinator

Equipment Technician - Fire Technology & EMS

Extended Education Paraprofessional

Instructional Scheduler/Curriculum Tech

Learning Center Coordinator

Nursing Skills Lab Coordinator

Paraprofessional for Student Services

Paraprofessional Learning Center Coord.

Science Laboratory Technician

Student Services Specialist

Range 36

Information Technology Support Technician

Printing Duplication Technician

Web Content Coordinator

Range 37

Maintenance Carpenter

Maintenance Painter

Maintenance Plumber

Motor Pool Mechanic

Range 38

Campus Safety Officer

Maintenance HVAC Technician

Range 39 Grounds Foreperson

Range 40

Computer Applications Technician
Curriculum and Instructional Scheduling
Specialist
District Payroll Officer
Internship Work Experience Coordinator
Maintenance Electrician
Senior District Accounting Technician
Senior Online Learning Instructional Tech
Student Services Analyst
Student Success Coordinator

Range 42

Information Technology Support Specialist Information Technology – Applications Analyst I

Range 43

Hazardous Materials Compliance Specialist Interpreter/Transliterator II Maintenance Foreperson HVAC

Range 45

Information Technology – Applications Analyst II Sergeant Systems Engineer

Range 46

Maintenance Foreperson Electrical Motor Pool Mechanic Foreperson

Range 48

Information Tech. Senior Systems Engineer Interpreter/Transliterator III