

***SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT***



**CSEA CONTRACT**  
**July 1, 2021 – June 30, 2024**



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## **PREAMBLE**

This Agreement is made and entered into this 7<sup>th</sup> day of September, 2021, by and between the South Orange County Community College District, hereinafter referred to as District and the California School Employees Association and its South Orange County Community College Chapter 586.

The District agrees that CSEA shall have the right to obtain Field and Legal Staff assistance for the purpose of representation in carrying out its obligations under this Agreement to its duty of fair representation.

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment as specified in the Educational Employment Relations Act (EERA).

The District recognizes that the employee organization provides a valuable contribution to the welfare of the District in its educational philosophy for the peaceful resolution of employer- employee relations.

17 **ARTICLE 1**

18 **RECOGNITION**

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21 **1.1 Acknowledgement:** The District hereby acknowledges that CSEA is the exclusive bargaining unit  
22 representative for the classified unit members holding those positions described in Appendix B, of  
23 this Agreement. In the event the District amends its determination of management, confidential,  
24 and supervisory employees, the District shall notify CSEA. In the event CSEA disagrees with said  
25 designations, the parties shall attempt to reach agreement. Disputed cases shall be submitted to the  
26 Public Employees Relations Board (PERB) for resolution.

27  
28 **1.2 Scope of Representation:** The scope of representation shall be limited to matters relating to wages,  
29 hours of employment, and other terms of employment specifically stated in the Educational  
30 Employment Relations Act (EERA).

31  
32 **1.3 Bargaining Unit Description:**

33  
34 **1.3.1** Included in the CSEA bargaining unit are regular part-time and full-time classified  
35 employees as set forth in Appendix B.

36  
37 **1.3.2** Excluded from the CSEA bargaining unit are all other employees not included under  
38 Section 1.3.1 above, including but not limited to management, confidential, and  
39 supervisory employees, short-term and substitute employees as defined under Education  
40 Code Section 88003, apprentices and professional experts employed on a temporary basis  
41 for a specific project, certificated employees, police officers and safety personnel.

42  
43 **1.3.3 Substitutes:** The District may employ substitutes in a vacant position for up to ninety (90)  
44 working days in accordance with Section 88003 of the California Education Code. The  
45 District may request an extension for up to an additional ninety (90) working days by  
46 written agreement from the Chapter President.

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**ARTICLE 2**

**ORGANIZATIONAL SECURITY**

51 **2.1 Check Off:** CSEA shall have the sole and exclusive right to have membership dues deducted for  
52 CSEA members in the bargaining unit by the District. The District shall pay to CSEA within thirty  
53 (30) days all sums so deducted.

54  
55 **2.2 Dues Deduction:**

56  
57 **2.2.1** The District shall deduct, in accordance with the CSEA dues schedule, dues from wages of  
58 all unit members who are members of CSEA.

59  
60 **2.2.2** The District shall refer all unit member requests to revoke membership to the CSEA Labor  
61 Relations Representative and shall obtain CSEA staff approval on behalf of CSEA before  
62 processing any revocation requests.

63  
64 **2.2.3** There shall be no charge by the District to CSEA for regular membership dues deductions.

65  
66 **2.2.4** CSEA shall defend and indemnify the District for any claims arising from its compliance  
67 with this article. The District shall be required to promptly notify CSEA of any claims by  
68 unit members relating to dues authorization.

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**ARTICLE 3**

**CSEA RIGHTS**

73 **3.1 CSEA Rights:** CSEA shall have the following rights in addition to the rights contained in any other  
74 portion of this Agreement:

75  
76 **3.1.1** The right of access at reasonable time to unit members during non-work time to areas in  
77 which unit members work as specified in the EERA.

78  
79 **3.1.2** The right to use without charge institutional bulletin boards, mailboxes, District mail  
80 systems, and other District means of communication for the posting or transmission of  
81 information or notices concerning CSEA matters in accordance with the law. A copy of  
82 any posted or transmitted notice by CSEA shall be provided to the Vice Chancellor of  
83 Human Resources. E-mail transmissions shall not be used to advocate for or against  
84 political candidates or for political purposes in accordance with District Board Policy 7370  
85 and related administrative regulations, or in furtherance of any activities prohibited by this  
86 agreement.

87  
88 **3.1.3** The right to use, with approval, and in accordance with applicable college procedures,  
89 institutional equipment, facilities, and buildings.

90  
91 **3.1.4** The right to review a unit member's personnel file when accompanied by the unit member  
92 or on presentation of a written authorization signed by the unit member.

93  
94 The right to receive, upon request, a copy of any records which are required for the use of  
95 the unit member and CSEA in utilizing the grievance procedure.

96  
97 **3.1.5** The District shall provide to CSEA the contact information for unit members as a list of  
98 the following information, with each field in its own column, for all bargaining unit  
99 members within five (5) days of the last payroll date of September, January, and May as  
100 follows:

- 101  
102 1. First Name;  
103 2. Middle Initial;  
104 3. Last name;  
105 4. Suffix (e.g., Jr., III);  
106 5. Preferred Name;  
107 6. Job Title;  
108 7. Department;  
109 8. Primary Worksite Name;  
110 9. Work Telephone Number;  
111 10. Work Extension;  
112 11. Home Street Addresses (incl. apartment #);  
113 12. Mailing Address (if different);  
114 13. City;  
115 14. State;  
116 15. Zip Code (5 or 9 digits);  
117 16. Home Telephone Number (10 digits) (if available);  
118 17. Personal Cellular Telephone Number (10 digits) (if available);



- 119 18. Personal Email Address of the Employee (if available);  
120 19. Hire Date;  
121 20. Employee ID;  
122 21. CalPERS Eligibility/Membership (“Y” if in CalPERS; “N” if not in CalPERS).  
123

124 The District shall provide a list of the names and information described above for all newly  
125 hired employees within the bargaining unit within five (5) days of the last payroll of the  
126 month in which they were hired. “Newly hired employee” means any full-time or part-time  
127 bargaining unit employee hired by the District who is still employed as of the date of the  
128 new employee orientation. It also includes all employees who are employed by the District  
129 (including those returning from layoff rehire list, or previously employed by the District in  
130 a non-bargaining unit position) and whose current position has placed them in the  
131 bargaining unit represented by CSEA. For those latter employees, for purposes of this  
132 article only, the “date of hire” is the date upon which the employee’s status changed such  
133 that the employee was placed in the bargaining unit.  
134

135 The information will be provided to CSEA electronically via a mutually agreeable secure  
136 FTP site or service.  
137

138 **3.1.6** Upon request, the right to receive one (1) copy of any and all public written reports  
139 submitted to any other governmental agency.  
140

141 **3.1.7** Upon request, the right to receive one (1) copy of any public budget or financial material,  
142 including the CCFS-311, submitted at any time to the governing board.  
143

144 **3.1.8** Upon request, the right to review any other public material in the possession of or produced  
145 by the District necessary for CSEA to fulfill its role as the exclusive bargaining  
146 representative.  
147

148 **3.1.9** The District shall provide at each college an office space including a desk, chair, two (2)  
149 guest chairs, printer, telephone and internet access for CSEA for the duration of the  
150 Agreement. CSEA shall pay for telephone service.  
151

152 **3.1.10** The District agrees to grant release time to each eligible delegate to the CSEA Annual  
153 Conference, upon at least ten (10) working days notice. The District will continue to  
154 reimburse the actual and necessary expenses of one (1) eligible delegate to attend the CSEA  
155 Annual Conference. The District will not be responsible for expenses for the remainder of  
156 the Chapter delegates. The number of eligible delegates who will receive release time shall  
157 be in accordance with the criteria established pursuant to the CSEA State Constitution and  
158 Bylaws.  
159

160 The Chapter President and/or designee shall be granted up to twenty (20) hours per week  
161 of release time for CSEA Chapter business, exclusive of all other release time listed under  
162 other provisions of this Agreement. This release time is to be scheduled with the mutual  
163 agreement of the manager and the unit member, and the schedule is to be reasonably set.  
164

165 The Chapter President will supply the manager and the Office of Human Resources with a  
166 written schedule of the hours to be used for release time within five (5) working days of  
167 taking office. The Chapter President will make every effort to ensure release time does not

interfere with operations of their own department. The Chapter President may assign any portion of their hours of release time to another unit member for CSEA Chapter business. Before the designee uses any release time, the designee's hours will be scheduled with the mutual agreement of the designee's manager and the unit member, and the schedule is to be reasonably set. The CSEA Chapter President will supply their manager, the designee's manager and the Office of Human Resources with the revised schedule.

The Chief Union Steward shall be allowed eight (8) hours per week of release time for CSEA Chapter business, exclusive of all other release time listed under other provisions of this Agreement. This release time is to be scheduled with the mutual agreement of the manager and the unit member, and the schedule is to be reasonably set.

**3.1.11** Classified bargaining unit members selected for governance committee participation shall receive a total reassigned time of no more than ten percent (10%) of the bargaining unit member's assigned work week per employee for actual service in said committee meetings. These unit members shall provide their immediate supervisor with a written schedule of committee meetings at least five (5) workdays prior to the meeting unless an emergency committee meeting is called, in which case advance notice will be given as soon as possible. Any release time in addition to that set forth above shall require prior written approval of the College Vice President, Dean, or District Vice Chancellor, as appropriate.

**3.1.12 Employee Orientation:** The District shall notify CSEA regarding new classified employee orientation and provide an opportunity to participate in the orientation.

**3.1.13 No Discrimination on Account of CSEA Activity:** Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against unit members because of the exercise of their right to engage in CSEA activities.

**3.2 Restriction on District Negotiations and Agreements:** The District shall conduct no negotiations, nor enter into any agreement, with any other organization on matters concerning the rights of bargaining unit members and/or CSEA without prior notice to and approval by CSEA of the negotiations and the agreement.

In the event a shared governance committee addresses issues that fall within the scope of exclusive representation, CSEA shall select the classified bargaining unit member(s) who will serve on the committee. It is the exclusive right of CSEA to negotiate issues that fall within the scope of exclusive representation, including board policies and administrative regulations.

**3.2.1** When a college or District task force, committee or other governance group is assigned to consult with the staff regarding issues within the scope of representation, the exclusive representative shall appoint the classified bargaining unit representative. In the event a district-wide or college-wide committee is established on which classified unit members are to serve and CSEA believes the committee is a governance committee to which CSEA believes it is entitled to appoint a classified bargaining unit representative, the CSEA President and the Vice Chancellor of Human Resources & Employer/Employee Relations or designee shall discuss and attempt to resolve the matter.

**3.2.2** Committees may discuss subject matters that are inside or outside the scope of exclusive representation. With respect to subject matter outside the scope of exclusive representation,

the committee is free to make recommendations and/or decisions pursuant to the provisions of AB 1725. Items that fall within CSEA's scope of exclusive representation and which seek to change existing working conditions shall not be the subject of committee recommendations and decisions; however, it is expressly understood that such items shall be promptly referred to the District and CSEA for negotiations. Once negotiations conclude between CSEA and the District, the committee may make recommendations or decisions within the agreed upon parameters.

**3.2.3** CSEA shall have the right to assign one-half (1/2) of the classified bargaining unit members on each of the designated classified staff development committees.

**3.3** **Distribution of Contract:** Within forty-five (45) calendar days after the execution of this contract, and/or reopener agreements, the District shall post the CSEA contract on the District website. Bargaining unit members are free to print copies from the District website.

**3.4** **Elimination of a Position or Class of Positions:** If the District proposes to eliminate a position or class of positions, it shall notify CSEA in writing and the parties shall meet and discuss the proposal.

**3.5** **Student Workers:** The parties recognize the right of the District to utilize student workers pursuant to Education Code Section 88003. Employment of either full-time or part-time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services. Displacement of bargaining unit members under this section means layoff or reduction in hours of a bargaining unit member or employment of a student worker in lieu of employment of a bargaining unit member. The District shall provide CSEA, upon request, a list of all student workers employed detailing the nature of the assignment.

**3.6** **CSEA Schedule of In-Service Meetings:** CSEA shall have the right to hold one In- Service meeting per month up to ninety (90) minutes on each campus for bargaining unit members. Meetings will be scheduled in advance and CSEA shall advise the District in advance of those meetings. With approval from the immediate supervisor, bargaining unit members shall be given release time to attend the meeting on their own campus.

**3.7** **Union Stewards:** The District recognizes the need and affirms the right of CSEA to designate Union Stewards from among members in the unit. CSEA may select Union Stewards for the purpose of representing bargaining unit members in resolving employment issues at the lowest level of supervision. Union Stewards shall have authority on behalf of CSEA to assist in investigation, preparation, writing and presentation of grievances consistent with Article 14 (Grievance Procedure). In furtherance of these activities, Union Stewards may confer with CSEA Officers and/or CSEA staff personnel.

At the beginning of each school year, CSEA shall provide the District Human Resources Office with a list of CSEA Union Stewards. Notice of any changes to the list during the school year shall be provided by CSEA to the District Human Resources Office within five (5) working days of such change.

**3.8** **Duties and Responsibilities of Union Steward:** The grievant shall have the right to have their authorized CSEA Union Steward present at any step of the grievance procedure. The following

shall be understood to constitute the duties and responsibilities of a Union Steward.

**3.8.1** After notifying their immediate Supervisor, a Union Steward may assist in investigation, preparation, writing, and presentation of grievances. The Union Steward shall advise the Supervisor of the grievant of their presence. The Union Steward is permitted to discuss any problem with all unit members immediately involved, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

**3.9 New Employee Orientation:** Means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

**3.9.1** The District shall provide CSEA mandatory access to its new employee orientations CSEA shall receive not less than ten (10) calendar days' notice in advance of an orientation, 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.

**3.9.2** In the event the District conducts a one-on-one or group orientation, the District shall release the Chapter President or designee to attend the orientation for the duration of the orientation. CSEA shall have thirty (30) minutes to conduct the CSEA orientation session. The CSEA Labor Relations Representative may also attend the orientation session(s).

**3.9.3** CSEA may provide a membership application and a CSEA provided link for an electronic application to be included in any employee orientation packet of District materials provided to all newly hired unit members.

**3.9.4** The orientation sessions shall be held on District property during the workday of the unit member, who shall be on paid time.

295 **ARTICLE 4**

296 **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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298  
299 **4.1 Management Rights and Responsibilities:** The District hereby retains and reserves, without  
300 limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in  
301 it by the laws and the Constitution of the State of California, including, but not limited to, the  
302 foregoing rights to:

303  
304 **4.1.1** Establish the management organization; and administratively control and govern the  
305 District, its properties and facilities and the activities of its employees.

306  
307 **4.1.2** Direct the work of its unit members; determine the time and hours of operation; and  
308 determine the kinds and levels of services to be provided and the methods and means of  
309 providing those services including entering into contracts with private vendors for service  
310 as provided under the laws of the State of California.

311  
312 **4.1.3** Hire all unit members and determine their qualifications and the condition of their  
313 continued employment; discipline, dismiss, demote, promote, assign and transfer unit  
314 members, except where such action would be in direct conflict with provisions set forth in  
315 this Agreement; contract out services or assign work outside of the bargaining unit subject  
316 to the limitations required in the Education Code and Public Contract Code.

317  
318 **4.1.4** Establish educational policies, goals, and objectives based on the District's mission; ensure  
319 the rights and educational opportunities of students; determine staffing patterns, and  
320 determine the number and kinds of personnel required in order to maintain the efficiency  
321 of District operations.

322  
323 **4.1.5** Build, move or modify facilities; establish budget procedures; determine budgetary  
324 allocations; determine the methods of raising revenue; and take action on any matter in the  
325 event of an emergency.

326  
327 **4.2 Exercise of Rights and Responsibilities:** The exercise of the foregoing powers, rights, authority,  
328 duties, and responsibilities by the District; adoption of policies, rules, regulations and practices in  
329 furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited  
330 only by the specific and express terms of this Agreement and then only to the extent such specific  
331 and express terms hereof are in conformance with the Constitution and laws of the State of  
332 California and the Constitution and laws of the United States. The District reserves the right to take  
333 any reasonable necessary action in the event of an emergency, which is defined as a situation or  
334 occurrence of a serious nature which develops suddenly or unexpectedly and results in a temporary  
335 change in circumstances and demands immediate action.

## ARTICLE 5

### EVALUATIONS

- 5.1** Each permanent unit member shall receive a written evaluation at least once every two (2) years. New unit members shall be on probation for twelve (12) working months. Probationary unit members shall be evaluated once during the initial six (6) months of employment, and again prior to the end of the probationary period.
- 5.2** The purpose of the evaluation is to support the improvement and/or development of the unit member. The performance evaluation is intended as a tool for constructive feedback and not discipline. No evaluation of any unit member shall be placed in the personnel file without an opportunity for discussion between the unit member and the evaluator. The evaluator will notify the unit member of the evaluation conference at least five (5) working days prior to the date of the evaluation conference. Evaluations shall be based upon the direct observation and knowledge of the immediate or acting supervisor or verified and credible information. No specific incident/issue requiring improvement can be referred to in an evaluation without documentation that a meeting or discussion has previously occurred with the unit member. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the unit member in implementing any recommendations made. The unit member shall have the right to review and respond to all evaluations received within thirty (30) calendar days. The evaluation form will be available on the District's enterprise resources planning system and for reference purposes, a written copy of the evaluation form is located in the Appendix.
- 5.2.1** A unit member's performance evaluation shall not be discussed with other bargaining unit members or student help unless authorized by the unit member.
- 5.2.2** Bargaining unit members shall not be required to attend or participate in another bargaining unit member's performance evaluation review conference unless serving in a CSEA representative capacity. Bargaining unit members shall be entitled to CSEA representation to the extent provided by law. Not more than two (2) representatives of the unit member and the District may attend the performance evaluation conference.
- 5.2.3** Attachments to the unit member's Performance Evaluation Review must relate to the rating area.
- 5.2.4** The Vice Chancellor of Human Resources or designee shall provide any unit member who submits a written request a copy of their last evaluation on file with the Office of Human Resources.
- 5.2.5** The supervisor may invite the unit member to share accomplishments with their supervisor.
- 5.3 Probationary Period Upon Promotion:** Unit members will be required to serve a new probationary period of six (6) months each time the unit member receives a promotion, a transfer with a classification change, medical transfer, or Americans with Disabilities Act ("ADA") transfer. During such period, the work performance of the unit member shall be evaluated by the immediate supervisor following the unit member's completion of three (3) months and five (5) months of employment in the new position.

**Probation Requirement**

	<u>NO</u>	<u>YES</u>
No classification change	X	
Promotion		X
Reclassification	X	
Reassignment within the same classification	X	
Reallocation	X	
Transfer of same position:		
To another operating unit	X	
Within operating unit	X	
Transfer with classification change		X
Into classification not previously held or not substantially similar classification		X
Medical or ADA Transfer		X

384 **ARTICLE 6**

385

386 **PERSONNEL FILE**

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388 **6.1** Upon request, unit members shall have the right to make an appointment with the Office of Human  
389 Resources to inspect and receive copies of all materials not specifically excluded by law. Such  
390 inspection shall be made during normal business hours and at a time when the unit member is not  
391 actually required to render services to the District.

392

393 **6.2** No derogatory information and/or materials, shall be entered or filed in the unit member's personnel  
394 file unless the unit member is given a copy of the document and five (5) workdays to review the  
395 contents. A unit member shall have the right to respond in writing, and the written response shall  
396 be attached to the derogatory statement. The unit member shall be released from duty during normal  
397 business hours with no loss of pay for a reasonable amount of time for the purpose of reviewing  
398 and responding to derogatory information in their personnel file. Paid time to review and respond  
399 to derogatory information shall be reasonable as it relates to both the content of the derogatory  
400 material and length of the response, but shall not exceed two (2) hours except by mutual agreement  
401 between the District and CSEA.

402

403 **6.3** The provisions contained herein shall be construed to be clarification of Education Code Section  
404 87031.

405

406 **6.4** Formal documents of recognition or memoranda of commendation to the supervisor or unit member  
407 shall be shared with the other person. Such documents shall be placed in the personnel file upon  
408 the request of the unit member.



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## ARTICLE 7

### HOURS AND OVERTIME

#### 7.1 Workweek:

**7.1.1 Normal Workweek:** The normal workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week in accordance with Education Code Section 88030. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

**7.1.2 Four-Day, Forty-Hour Workweek (4-10 Schedule):** Upon mutual agreement between CSEA and the District, unit members may be placed on a four-day, forty- hour (4-10 schedule) workweek consisting of four ten-hour (4/10) shifts served on four (4) consecutive days, excluding weekends. Such assignment shall be given with twenty (20) days advance notice. Less notice may be given if mutually agreeable. Such unit members may be taken off this schedule and returned to the regular eight (8) hour workday after discussion between District and CSEA and based upon operational need. Rest periods for these “4-10” unit members shall be twenty (20) minutes long. They shall receive holiday time equivalent to other full-time unit members. If a holiday mentioned in Article 10 falls on their day off, they shall receive eight (8) hours compensatory time off with pay. If any such holiday falls on their regularly scheduled workday, they shall receive the day off with pay, or be compensated at the rate appropriate to any other regular unit member, but shall have their accumulated holiday compensatory time reduced by two (2) hours.

**7.1.3** The District, subject to approval by the Chancellor, will institute a 4/10 work schedule during District designated summer time for the term of the contract. Exceptions to the 4/10 summer schedule will be based on operational needs. The District and CSEA will meet to negotiate impacts and effects. Unit members may be placed on a four-day, forty- hour workweek consisting of four (4) ten-hour shifts served on four (4) consecutive days, excluding weekends.

**7.1.4 Alternative Work Schedule:** Upon mutual agreement between the unit member and the unit member’s supervisor and/or manager, and with the approval of the college president, vice chancellor, or chancellor, a unit member may be placed on an alternative work schedule. (See Art. 23.1) An alternative work schedule is defined as a 4/10, 9/80 or 36/4 work schedule. The alternate work schedule may be modified or eliminated by the unit member’s supervisor and/or manager with twenty (20) day prior notice.

**7.1.5 Variable Work Schedule:** A variable work schedule may be approved subject to operational need. Employees with a documented need for a variable schedule to a summer 4/10 schedule under Article 7.1.3, shall submit a written request to their supervisor prior to April 1st, stating with specificity the reason for the request. Priority shall be given to employees needing a reasonable accommodation for a disability and/or medical reason. Next priority shall be given to employees with child- or elder-care concerns. All other requests, including requests due to non-District employment, shall be evaluated on the basis of seniority. If a request is denied, CSEA may upon request of the unit member submit the decision for review by the Executive Director.

**7.2 Workday:** The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

**7.3 Adjustment of Assigned Time:**

**7.3.1** Any unit member in the bargaining unit who is assigned and who works an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours effective with the next pay period.

**7.3.1.1** With the written mutual consent of CSEA and the unit member, a waiver shall be granted to allow the District to offer additional hours on a temporary basis to existing part-time unit members without establishing a right to a permanent increase in assigned time.

**7.3.2** The District may alter the shift assignment or days off of unit members for non-arbitrary operational reasons. Volunteers for the shift assignment change will be solicited first. If there are no volunteers, then the person with the least seniority will be assigned unless a person with greater seniority desires the shift. The District shall provide a twenty (20) work day notice to affected unit members before altering their shift assignment or days off. By mutual agreement, notice time can be less than twenty (20) days. Upon written request from the unit member, they shall be granted an opportunity for a personal conference with the unit member's immediate supervisor and/or the Executive Director or Vice Chancellor of Human Resources, with a CSEA representative if desired, to discuss the operational reasons for the reassignment of shift or days off within the twenty (20) work day notice period.

**7.4 Increase in Hours:** When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to all of the unit members in the appropriate class on a reasonable basis within the affected operating unit as determined by the District.

**7.5 Meal Period:**

**7.5.1** Meal periods will be scheduled by the supervisor depending on the operational needs of the unit. A unit member may request a preferred meal period of either thirty (30) minutes or one (1) hour in consultation with the supervisor. The supervisor will notify the unit member as to their approved ongoing meal period. A supervisor may change an ongoing meal period with a fifteen (15) day notice or by mutual agreement between the unit member and supervisor.

The scheduled meal period may be temporarily modified by the unit member's supervisor due to the operational needs of the unit related to an essential, urgent, or unforeseen situation.

**7.5.2** A unit member required to work during their scheduled meal period who is not afforded an alternate meal period shall receive pay at the rate of time and one-half or compensatory time off for all time worked during the normal meal period. This Section shall not apply to unit members working less than five (5) consecutive hours per day.

506 **7.6 Rest Periods:**

507  
508 **7.6.1** A unit member working seven (7) or more consecutive hours per day shall be granted two  
509 (2) fifteen (15) minute rest periods which, insofar as practicable, shall be scheduled by the  
510 unit member's supervisor in the middle of each four (4) hour work period. A unit member  
511 working between three and one-half (3-1/2) to seven (7) hours shall be granted one (1)  
512 fifteen (15) minute rest period which shall be scheduled by the unit member's supervisor.  
513 Authorized rest periods shall be counted as hours worked for which there shall be no  
514 deduction from wages. Rest periods, if not used, cannot be accumulated for credit. The two  
515 (2) rest periods cannot be combined and/or used to extend a meal period nor reduce  
516 scheduled work hours per day.

517  
518 **7.6.2** Specified rest periods shall be designated by the supervisor to ensure sufficient operational  
519 coverage.

520  
521 **7.7 Voting Time-Off:** If any unit member is able to establish that their work schedule is such that it  
522 does not allow sufficient time to vote in any federal, state or local election in which the unit member  
523 is entitled to vote, the District shall arrange to allow sufficient time for such voting by the unit  
524 member without loss of pay.

525  
526 **7.8 Overtime and Compensatory Time Off:** The selection of paid overtime or compensatory time  
527 shall be determined by the supervisor subject to the provisions of this Article. No overtime may be  
528 worked without the prior approval of the supervisor.

529  
530 **7.8.1 Overtime:** Except as otherwise provided herein, all overtime periods as defined in this  
531 Section shall be compensated at a rate of pay equal to time and one-half (1½) the regular  
532 rate of pay to the unit member for all work permitted. Unless an alternative work schedule  
533 has been approved, overtime is defined to include any time worked in excess of eight (8)  
534 hours in any one (1) day or on any one (1) shift or in excess of forty (40) hours in any  
535 calendar week, whether such hours are worked prior to the commencement of a regularly  
536 assigned starting time or subsequent to the assigned quitting time.

537  
538 **7.8.1.1** Permanent unit members shall be given first opportunity for overtime if determined  
539 qualified for the assignment by the District unless, in the supervisor's judgment, a  
540 non-bargaining unit member has special knowledge and/or skill relating to a  
541 project which requires that non- bargaining unit member continue with the project.

542  
543 **7.8.2 Compensatory Time:** A unit member in the bargaining unit may be granted compensatory  
544 time off in lieu of cash compensation for overtime work. Compensatory time off shall be  
545 granted at one and one-half (1½) times the regular rate of pay.

546  
547 **7.8.2.1** Compensatory time shall be taken at a time mutually acceptable to the unit member  
548 in the bargaining unit and the District within twelve (12) months of the date on  
549 which it was earned.

550  
551 **7.8.2.2** The amount of time which a unit member may accumulate as compensatory time  
552 shall be limited to a maximum of forty (40) hours on the books at any time. Time  
553 beyond this amount shall be paid as paid overtime.

554 **7.8.3** All hours worked beyond the workweek of five (5) days or forty (40) hours per week shall  
555 be compensated at the overtime rate commencing on the sixth (6<sup>th</sup>) day of work in that  
556 week.

557  
558 **7.8.4** All hours worked on holidays shall be paid at the regular rate of pay in addition to one-and  
559 one-half (1.5) times the regular rate of pay.

560  
561 **7.9 Shift Differential-Compensation:**

562  
563 **7.9.1** Any full-time unit member in the bargaining unit whose assigned work shift commences  
564 between 11 a.m. and 9 p.m. inclusive shall be paid a shift differential premium of five  
565 percent (5%) above the regular rate of pay for all hours worked.

566  
567 Any full-time unit member in the bargaining unit whose assigned work shift commences  
568 between 9 p.m. and 4 a.m. inclusive shall be paid a shift differential premium of seven and  
569 one-half percent (7.5%) above the regular rate of pay for all hours worked.

570  
571 Any part-time unit member who has forty percent (40%) or more of their regular assigned  
572 work shift between 5:00 p.m. and midnight shall be paid a shift differential premium of  
573 five percent (5%) above the regular rate of pay.

574  
575 Any part-time unit member who has forty percent (40%) or more of their regular assigned  
576 work shift between midnight and 8:00 a.m. shall be paid a shift differential premium of  
577 seven and one half percent (7.5%) above the regular rate of pay.

578  
579 **7.9.2** A unit member who receives a shift differential premium on the basis of their shift shall  
580 suffer no reduction in pay, including differential, when assigned temporarily to a day shift  
581 of twenty (20) days or less.

582  
583 **7.10 Overtime Distribution:**

584  
585 **7.10.1** Every attempt shall be made to avoid distributing overtime repeatedly to the same  
586 bargaining unit member.

587  
588 **7.10.2** In the event the overtime requires special skills, those special skills will be carefully  
589 considered in distributing overtime.

590  
591 **7.11 Call-In Time:** Any unit member called in to work by an administrator (i.e. supervisor, Director,  
592 Dean, VP, President, etc.) on a day when the unit member is not scheduled to work or after  
593 completion of their regular assignment shall receive a minimum of four (4) hours pay. Unit  
594 members on Call-In time which is completed remotely (from home or other location) shall receive  
595 a minimum of two (2) hours pay.

596  
597 **7.12 On-Call Time:** A supervisor may assign a unit member "On-Call Time" where the unit member is  
598 available for a time when the site is closed for the weekend, holiday or other time when work is not  
599 regularly scheduled, and the unit member shall receive two (2) hours pay per day. At such time, the  
600 unit member must be prepared to report for work (no work-inhibiting beverages or other potential  
601 impairments to hinder working ability) within one-half (½) hour. On-Call Time shall be rotated as  
602 reasonably and equally as possible among all qualified unit members as determined by the District.

603   **7.13   Right of Refusal:** Any unit member shall have the right to reject any offer or request for overtime,  
604   call back, Call-In Time or On-Call Time. If everyone in the department refuses the request, the  
605   overtime shall be assigned by the supervisor as equally as is practicable within each department,  
606   and the overtime shall be accepted by the unit member. However, in an emergency that requires  
607   immediate attention and an individual unit member has specific expertise to address the emergency,  
608   the right of refusal cannot be exercised by the unit member.

## ARTICLE 8

### PAY AND ALLOWANCES

**8.1 Regular Rate of Pay:** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendices A and B, which is attached hereto and, by reference, incorporated as a part of this Agreement. The regular rate of pay shall not include any shift differential and/or longevity increment required to be paid under this Agreement.

**8.1.1 Bilingual Stipend:** Unit members who are directed by the manager or supervisor, with the approval of the President, to use a verified bilingual ability as a regular and routine component of their assignment shall be provided a stipend of two percent (2%) of base salary. The District shall require testing of bilingual ability prior to authorization of the initial additional compensation.

**8.2 Paychecks:** All regular paychecks of unit members in the bargaining unit shall be itemized in accordance with the Orange County Department of Education payroll procedures.

**8.3 Paycheck Frequency:** All regular full-time unit members in the bargaining unit shall be paid twice per month, payable on or before the tenth (10<sup>th</sup>) and the twenty-fifth (25<sup>th</sup>) day of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday. All regular hourly unit members shall be paid for actual services performed during the period beginning the 15<sup>th</sup> day of the previous month through the 14<sup>th</sup> day of the current month, on the 10<sup>th</sup> day of the following month. If there is a change in County procedures, issuance of paychecks will be in accordance with new procedures.

**8.4 Payroll Errors:** Whenever it is determined that an error has been made in the calculation of reporting in any classified unit member payroll or in the payment of any classified unit member's salary, the District shall, within five (5) workdays following such determination, provide the unit member with a statement of the correction. However the District, after standard payroll deductions, shall withhold \$25.00 as a calculation adjustment. The purpose of the calculation adjustment is to assure that the unit member is not overpaid, and any part of the calculation adjustment not eventually required for this purpose shall be promptly paid to the unit member. In the case of an underpayment, a supplemental payment will be paid to the unit member by the District. In the case of an overpayment, the unit member shall promptly repay the District. A repayment schedule for salary overpayment shall be agreed to between the unit member and the District.

**8.5 Lost Checks:** Any paycheck for a unit member in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced in accordance with Orange County Department of Education payroll procedures. The Office of Fiscal Services will consider lost checks as a major priority and will act with as much speed as possible.

**8.6 Pay Increases:**

**8.6.1 2021/2022**

Effective beginning the 2021/2022 fiscal year, the Classified Salary Schedule will be increased by 2.72%.

**8.6.2 2022/2023**

Effective beginning the 2022/2023 fiscal year, the Classified Salary Schedule will be increased by 2.48%.

**8.6.3 2023/2024**

Effective beginning the 2023/2024 fiscal year, the Classified Salary Schedule will be increased by 3.11%.

**8.6.4** Within sixty (60) days of the completion of negotiations, ratification by the unit and approval of this Agreement by the Board of Trustees, the District shall provide each member of the bargaining unit employed as of October 1, 2021, with a one-time off-schedule payment in the gross amount of \$2,850, against which the District will withhold all necessary deductions.

**8.7 Change in Range Assignments:**

**8.7.1 Promotion** - Any unit member receiving a promotion shall receive a salary increase of at least five percent (5%). However, when the assignment results in a one (1) range increase the unit member shall receive an adjustment of at least two and one-half percent (2.5%).

**8.7.1.1** The salary placement may be up to step three (3) if there is verifiable experience in other positions based upon previous experience, education, certifications, and/or other skillset, as determined by the Vice Chancellor Human Resources & Employer/Employee Relations or the Executive Director Human Resources & Employer/Employee Relations in consultation with CSEA. However, the adjustment shall not be less than the percentages indicated in section 8.7.1 above.

**8.7.2 Temporary Assignment:** When a unit member is temporarily assigned to a higher classification for more than five (5) work days within a fifteen (15) calendar day period, the unit member will have their salary adjusted upward for the entire period they are required to work in the higher classification, at a step that is at least a five percent (5%) salary increase. However, when the out of classification assignment results in only a one (1) range increase the unit member shall receive an adjustment of at least two and one-half percent (2.5%). Unit members in a probationary status are not eligible for consideration to a higher classification while on probation. Exceptions may be approved by the Vice Chancellor of Human Resources (or designee) where a compelling circumstance may exist subject to consultation with the Chapter President.

**8.8 Mileage:** Any unit member in the bargaining unit using their private vehicle on authorized District business shall be reimbursed at the rate of the current IRS allowance, to be revised at the beginning of each calendar year. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

**8.9 Meals and/or Lodging:** Any unit member in the bargaining unit who, as a result of work assignment, has meals and/or lodging away from the District shall be reimbursed for expenses as required under District Administrative Regulations.

707 **8.10 Longevity:** The District agrees to additionally compensate long service unit members as specified  
708 below:

19%	increase in salary after	22	years of service
20%	increase in salary after	23	years of service
21%	increase in salary after	24	years of service
22%	increase in salary after	25	years of service



**8.10.1** The provisions of Article 8.10 will be discontinued for all classified bargaining unit members hired after October 1, 1998. An employee working for the District, but not included in a classified bargaining unit position, will not be eligible for the provisions of Article 8.10.

**8.11 Step Increments:** The District shall provide unit members a step increase after twelve (12) months of service and thereafter an annual step increment for each remaining step indicated on the salary schedule for the particular classification.

**8.12 Salary Placement:** New unit members will be placed on the first step of the range to which they are appointed. However, the initial placement may be up to step three (3) if there is verifiable experience in other positions based upon previous experience, education, certifications, and/or other skillset, as determined by the Vice Chancellor Human Resources & Employer/Employee Relations or the Executive Director Human Resources & Employer/Employee Relations in consultation with CSEA. For the purposes of calculating months of service, the date of employment shall be considered the first day of the month employed if the starting date is the first (1<sup>st</sup>) through fifteenth (15<sup>th</sup>), or the first day of the following month when the starting date is the sixteenth (16<sup>th</sup>) through the thirty-first (31<sup>st</sup>).

**8.13 Distribution of Job Information:** Upon initial employment bargaining unit members shall receive a copy of their applicable job description, a specification of the monthly and hourly rates applicable to their position, a statement of the duties of the position, a statement of the unit member's regular work site, regularly assigned work shift, the hours per day, per week, and months per year.

**8.14 Parking:** Appropriate staff parking shall be provided on campus for \$40.00 per academic year for full-time classified unit members and \$20.00 per academic year for part-time classified unit members. Unit members may purchase a staff parking permit in accordance with BP-6750 to utilize these areas.

**8.14.1** Two (2) annual parking passes will be provided for designated CSEA Representatives and an additional annual parking pass will be provided for the assigned CSEA Labor Relations Representative.

**8.15 New Classifications:** The District shall submit newly created classifications to CSEA for review. The newly created classification shall be subject to negotiations to the extent required by law.

**8.16 Position Reclassification:** The unit member shall submit any proposed reclassification requests during the application submission period of October 1<sup>st</sup> through November 15<sup>th</sup> to the Executive Director of Human Resources (or designee). Only permanent unit members who have been in the position for at least twenty-four (24) months may submit an application. Unit members may submit an application for a position reclassification only once every two (2) years. The Reclassification Committee shall be a joint CSEA and District committee composed of the Executive Director of Human Resources (or designee), Director of Recruitment and Employment Services (or designee), the Chapter 586 represented by the Chapter President (or designee), Chief Union Steward (or designee). Any agreements reached by this committee shall be recommended to the Chancellor for final action.

**8.16.1** The Reclassification Committee shall meet as needed to review reclassification requests. The meeting(s) will be held at times and dates agreeable to CSEA and District representatives.

**8.16.2 Criteria:** Where, as a result of the gradual increase of the duties being performed by a unit member, and where the duties may be extended on a continuing basis, and where the District elects not to remove the higher level duties, and where the new higher level duties constitute more than thirty percent (30%) of the current position (as determined by the Reclassification Committee); the incumbent unit member shall be entitled to have the position reviewed. The District reserves the right to remove the higher level duties at any time. It is the intent of this section to provide for the upgrading of positions to higher classifications where there has been new higher level duties added, required by the District, in the position being performed by incumbent unit members, where such changes are not temporary in nature, and where changes require a skill level or a responsibility level higher than that which is required of the existing position job description. Reclassification is not appropriate based upon an increased volume of work, or based only upon an incumbent unit member's special or unusual skills or qualifications unless the unit member is required to use such skills or qualifications in the position.

**8.16.3 Process:** All applications must be timely. Incomplete applications will not be considered. A complete application shall include:

- A completed and signed application submitted on the District designated form
- A current job description that clearly articulates the higher-level duties that have been added

**8.16.4 Requests for Reclassifications:** "Request for Reclassification" forms may be obtained electronically on the District's ERP System. All reclassification requests must be electronically delivered to Human Resources using the ERP System.

Requests for reclassification shall be initiated by the incumbent unit member. All requests submitted to Human Resources will also be provided to the appropriate supervisor. Human Resources will be responsible for collecting information regarding each request. The appropriate immediate supervisor shall complete the required form response to the request. The Reclassification Committee shall review the requests and documentation to determine their merits and may interview unit members and the appropriate immediate supervisor affected by the outcome of the request for reclassification. Nothing in this process shall prevent the committee from seeking additional information or interviews in order to ensure a fair and impartial decision is reached.

**8.16.5 Changes in Job Content:** Should the District change the job content (requirements of the job as to knowledge and skills, mental effort, responsibility and working conditions) of an existing job, the following procedure shall be utilized:

**8.16.5.1** The proposed description will be developed and submitted to the Reclassification Committee to determine if the job description and range accurately reflect the scope of the job as currently performed and/or as proposed.

**8.16.5.2** If the Reclassification Committee agrees with the new job description and the assigned salary range, the job description shall then be forwarded to the affected unit member unless there is no affected unit member.

**8.16.5.4** Any adjustment in the salary rate will be effective as determined by the Vice Chancellor of Human Resources.

**8.16.6 Salary Placement of Reclassified Unit Member(s):** When a unit member(s) is reclassified to a higher range, the unit member(s) shall be placed at a minimum on the step of the new range which will result in a percentage salary increase of at least five percent (5%) unless resulting in only a one (1) range increase the unit member shall receive an adjustment of at least two and one-half percent (2.5%) in accordance with Section 8.7.1 and 8.7.1.1.

**8.16.7 Decisions:** The decisions of the Reclassification Committee to recommend or not recommend requests shall be reached by majority. The CSEA Chapter President or designee and a District representative shall sign indicating agreement. If an agreement is not reached in the initial decision or in the later appeal decision, the parties shall submit their written rational to the Vice Chancellor of Human Resources for a final decision. If the request does not move forward, the District shall assess duties that are reasonably related to the current job description and remove duties that are not consistent with the unit member's current job description.

**8.16.8 Incumbent Rights:** When an entire class of positions is reclassified, the incumbent unit members in the positions shall be entitled to serve in the new positions.

**8.16.9 Appeal Procedure:** The unit member may appeal the decision of the Reclassification Committee within ten (10) working days from the date of notice to the unit member of the Reclassification Committee's decision. If an appeal is made, the appellant shall submit any new information/materials not previously submitted to the Reclassification Committee and the Reclassification Committee may meet with the appellant and the appropriate manager(s) if necessary to discuss the appeal, and then render a final decision within five (5) working days. The decision of the Reclassification Committee in this situation shall be final and shall not be subject to the grievance procedure.

**8.17 Salary Review:** The District shall conduct a market based salary survey by a mutually agreeable classification consultant to be conducted in February of every third (3<sup>rd</sup>) year, beginning in 2020. The study shall evaluate the relative position of salaries paid to mutually agreeable benchmark classifications in relationship to other employers. When performing the labor market study, the consultant shall survey the three (3) other Orange County Community College Districts, and other California multi-college districts of similar size. The results of the study shall be submitted to the District and CSEA for negotiations.

**8.18 Professional Growth:** The District shall contribute up to \$30,000 annually for a total of \$30,000 each year (that does not accrue or carry over) for a professional growth program. CSEA shall establish criteria for this program subject to approval by the Vice Chancellor of Human Resources.

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850  
851  
**ARTICLE 9**

**HEALTH AND WELFARE BENEFITS**

852 **9.1 Benefits Administration:** Benefits coverage and providers are recommended by the District  
853 Benefits Committee. CSEA shall have the right to appoint at least one (1) representative to this  
854 committee, which is responsible for researching and reviewing insurance plans, proposals and  
855 benefits in order to insure that quality and cost effectiveness criteria are maintained. The District  
856 has the right to select the insurance carrier as long as same coverage is maintained. In the event that  
857 the carrier makes a unilateral change to the benefits over which District has no control, the District  
858 shall inform the Union. In these circumstances, the District shall not be held financially or otherwise  
859 responsible for the change. The Union may reopen negotiations for the limited purpose of  
860 bargaining the impact of the change on their members.

861  
862 **9.2 General Provisions:** All enrollments are subject to carrier restrictions. A District approved  
863 employee assistance program may be implemented at no cost to unit members.  
864

865 **9.3 Section 125 Flexible Benefits:** The District agrees to continue a Section 125 flexible benefit plan  
866 to include dependent care and/or medical care reimbursement.  
867

868 **9.4 Retiree Benefits:** Effective July 1, 2008, bargaining unit members who retire from the District and  
869 PERS/STRS concurrently at sixty (60) years of age or older who have been employed in the District  
870 for at least ten (10) consecutive years, during which they were health benefit eligible under the  
871 terms of this Agreement immediately prior to retirement, shall receive the same District  
872 contribution as provided active bargaining unit members under Article 9.5 below, toward health  
873 benefits specified under Article 9.6 below, excluding long term disability and life insurance, the  
874 legal assistance program and long term care insurance, until age sixty-five (65) or until the  
875 bargaining unit member becomes eligible for Medicare, whichever is sooner. Any premium  
876 increase above the District contribution under Article 9.5 below shall be paid by personal check by  
877 the retiree in advance for the month of coverage.

878  
879 **9.4.1 Medicare Eligibility and Continuation of Benefits:** The District shall provide retired unit  
880 members who qualify for continuation of benefits under Article 9.4 with the option to  
881 purchase, at unit member expense, supplemental medical coverage, provided the retiree  
882 has obtained Medicare A and B coverage. Qualifying members must submit proof that they  
883 have obtained Medicare A and B or any other provider required Medicare program. This  
884 benefit is subject to the approval of the District Insurance carrier. This shall not be  
885 considered a vested right of retirees. The retiree may select from Options A, B, C, or D  
886 subject to the conditions set forth herein.  
887

888 **Option A:** The current District supplemental medical plan is available to retirees. The cost  
889 for the plan to the retired unit member shall be the actual cost paid by the District which is  
890 to be paid monthly by the retiree in advance to the District. Payment must be received by  
891 the 15<sup>th</sup> of the month prior to the month of coverage. If payment is not received by the first  
892 day of the month of coverage the unit member shall be dropped from the coverage and  
893 unable to participate in the future. The District reserves the right to establish a separate  
894 medical insurance pool for retirees who qualify under this section.

895  
896 **Option B:** The CompanionCare/Medicare Supplemental Plan will also be offered to  
897 retirees as long as the District is covered by the Self-Insured Schools of California (SISC).

This program is directly administered by SISC. Should the District decide to change the program administration from SISC, the District and CSEA will meet to negotiate a similar program under a different administrator.

**Option C:** Blue Shield 65 Plus Medicare Advantage Plan shall be offered to retirees through an HMO after assignment of the retiree's Medicare benefit to the HMO provider. The same conditions/stipulations apply to Option C as in Option B.

**Option D:** Kaiser Senior Advantage HMO Medicare Plan shall be offered to retirees through an HMO after assignment of the retiree's Medicare benefit to the HMO provider. The same conditions/stipulations apply to Option D as in Option B and C.

**9.4.2** If the retiree has reached the age of Medicare eligibility but a dependent has not reached such age, benefits for the dependent may continue under the following circumstances:

(a) The purchase of such coverage is permitted by the health carrier;

(b) The retiree has purchased Medicare A and B coverage, if eligible to purchase such coverage; and

(c) The retiree pays an amount equal to the cost of the benefit eligible bargaining unit member health benefit package, less the District's cost of the supplemental medical coverage for the retiree. For example, if the cost of the health benefit package for an eligible bargaining unit member is \$1,000 per month, and the District's cost for supplemental insurance for the retiree is \$600 per month, the cost to the retiree for continued dependent health benefits would be \$400 per month. If the retiree is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.

**9.5 District Contribution:** Effective July 1, 2021, the District shall provide up to a maximum contribution equivalent to the rates for the Blue Shield PPO effective in October 2021 for the 2021-2022 plan year for District medical insurance for benefit eligible bargaining unit members and their eligible dependents. For each succeeding fiscal year, the District shall raise its annual maximum contribution by up to ten percent (10%) over the previous year's District contribution. Any premium increase above ten percent (10%) over the previous year's District maximum contribution shall be paid by active unit members through payroll deduction, provided however that the District contribution shall not drop below the annual cost of the lesser of the HMO or PPO composite rate plan premium.

**9.6 District Health Plans:** The benefits provided under Article 9.5 above shall be as follows:

(a) **Comprehensive PPO and HMO Medical Insurance**

(b) **Dental Insurance**

(c) **Vision Insurance**

(d) **Long Term Disability**

(e) **Life Insurance**

948 **(f) Legal Assistance Program:** The District shall pay one hundred percent (100%) of the  
949 premium for a Legal Assistance Program for benefit eligible bargaining unit members.  
950 Coverage provided shall meet the specifications on file with the District.

951  
952 **(g) Long Term Care Insurance:** For the duration of this Agreement, the District shall pay one  
953 hundred percent (100%) of the premium of long term care insurance for benefit eligible  
954 bargaining unit members. Coverage provided shall meet the specifications on file with the  
955 District.

956  
957 **9.6.1** The District shall pay one hundred percent (100%) of the premium for vision, dental, long  
958 term disability, legal and life insurance as specified in Article 9.6 for unit members and  
959 their eligible dependents.

960  
961 **9.7 Eligibility:** Bargaining unit members who work at least seventy-five percent (75%) of a full-time  
962 assignment shall be covered under the programs provided in accordance with Section 9.5 above.  
963 Bargaining unit members shall be enrolled in insurance programs on the first of the month  
964 following fulfillment of the eligibility requirement.

965 **ARTICLE 10**

966 **HOLIDAYS**

967  
968  
969 **10.1 Scheduled Holidays:** The District agrees to provide all unit members in the bargaining unit twenty  
970 (20) paid holidays including a winter recess of no fewer than seven (7) working days.

971  
972 **10.1.1** A calendar committee will be convened each year to provide a recommendation for the  
973 twenty (20) days to be designated as paid holidays.

974  
975 **10.2 Additional Holidays:** Every day appointed by the President of the United States or Governor of  
976 the State of California as provided for in Education Code Section 79020(c) and (d) as a public fast,  
977 Thanksgiving, or holiday, or any day declared a holiday under Education Code Section 1318 for  
978 classified or academic unit members.

979  
980 **10.3 Holidays on Saturday or Sunday:**

981  
982 **10.3.1** When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed  
983 to be that holiday. Except as provided in Section 10.3.2, when a holiday falls on Sunday,  
984 the following workday not a holiday shall be deemed to be that holiday.

985  
986 **10.3.2** The operation of this Section shall not cause any unit member to lose any of the holidays  
987 clearly indicated in this Article.

988 **ARTICLE 11**

989 **VACATIONS**

990  
991  
992 **11.1 Eligibility:** All unit members in the bargaining unit shall earn paid vacation time under this Article.  
993 Vacation benefits are earned on a fiscal year basis – July 1<sup>st</sup> through June 30<sup>th</sup>.  
994

995 **11.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later  
996 than the fiscal year immediately following the fiscal year in which it is earned. Following the  
997 completion of six (6) months of service, the unit member shall be entitled to use earned paid  
998 vacation.  
999

1000 **11.2.1** Probationary unit members shall not be eligible to take vacation until the first day of the  
1001 pay period following completion of six (6) working months of employment with the  
1002 District. Earned vacation for probationary unit members shall not become a vested right  
1003 until the unit member has completed six (6) working months of service. No payment for  
1004 vacation accumulation shall be made to probationary unit members who separate from  
1005 employment with the District prior to completion of six (6) working months of service.  
1006

1007 **11.2.1.1** The Vice Chancellor of Human Resources or designee may grant exceptions to  
1008 an appeal by a unit member.  
1009

1010 **11.3 Accumulation:** Subject to Section 11.7 below, vacation time shall be earned and accumulated on  
1011 a monthly basis in accordance with the following schedules:  
1012

1013 **11.3.1** From the first (1<sup>st</sup>) month through the fifth (5<sup>th</sup>) year of service, vacation time shall be  
1014 earned and accumulated at the rate of one (1) day vacation for each month of service, not  
1015 to exceed twelve (12) days per fiscal year. Following the completion for the fifth (5<sup>th</sup>) year  
1016 of service three (3) days of vacation shall be granted on a one time basis in addition to all  
1017 other provisions in this Article.  
1018

1019 **11.3.2** Commencing with the sixth (6<sup>th</sup>) year through the tenth (10<sup>th</sup>) year of service, vacation time  
1020 shall be earned and accumulated at the rate of one and a quarter (1.25) days vacation for  
1021 each month of service not to exceed fifteen (15) days per fiscal year. Following the  
1022 completion of the tenth (10<sup>th</sup>) year of service three (3) days of vacation shall be granted on  
1023 a one time basis in addition to all other provisions in this Article.  
1024

1025 **11.3.3** Commencing with the eleventh (11<sup>th</sup>) year of service, vacation shall be earned and  
1026 accumulated at the rate of one and a half (1.5) days of vacation for each month of service,  
1027 not to exceed eighteen (18) days per fiscal year.  
1028

1029 **11.3.4** Commencing with the sixteenth (16<sup>th</sup>) year of service, unit members shall earn and  
1030 accumulate vacation at the rate of one and two-thirds (1.67) days of vacation for each  
1031 month of service, not to exceed twenty (20) days per fiscal year.  
1032

1033 **11.3.5 Illustration:**  
1034

1035 TWELVE-MONTH UNIT MEMBERS

1036 1 Month to	5 Years	12	Days Vacation
6 Years through	10 Years	15	Days Vacation
11 Years through	15 Years	18	Days Vacation
16 Years and after		20	Days Vacation



ELEVEN-MONTH UNIT MEMBERS

1 Month to	5 Years	11	Days Vacation
6 Years through	10 Years	13.75	Days Vacation
11 Years through	15 Years	16.50	Days Vacation
16 Years and after		18.33	Days Vacation

TEN-MONTH UNIT MEMBERS

1 Month to	5 Years	10	Days Vacation
6 Years through	10 Years	12.50	Days Vacation
11 Years through	15 Years	15	Days Vacation
16 Years and after		16.67	Days Vacation

**11.4 Vacation Pay Upon Termination:** When a unit member in the bargaining unit, who has completed six (6) months of service, is terminated for any reason, they shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. An eligible unit member who serves fifty percent (50%) or more, but less than seventy-five percent (75%) of a month shall be entitled to one-half (1/2) of a month's vacation allowance. An eligible unit member who serves at least seventy-five percent (75%) of the month shall be entitled to the full vacation allowance for the month. Carry over of earned vacation shall be in accordance with Article 11.7.

**11.5 Vacation Postponement:** If a bargaining unit member is unable to take their scheduled vacation due to illness or injury, they may request that their vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The unit member may elect to have their vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over their vacation to the following year, subject to Section 11.7.

**11.6 Vacation Scheduling:** Vacations shall be scheduled at times requested by unit members subject to prior approval of the supervisor and may be denied based on operational needs of the department such as peak periods, projects and workload needs. For optimal consideration, the employees should provide a minimum of two (2) business days advance notice of the request to the supervisor. Supervisors are encouraged to identify and provide advanced notice of peak periods for the unit as early as possible. A supervisor or designee shall act on a vacation request within a reasonable period of time. The order of approval shall be on a first-come basis. Approval of requests received on the same date for the same vacation days shall be based on a rotational list, initially ranked by hire date. Any supervisor or designee denying a vacation shall, upon the unit member's request, communicate with the unit member within a reasonable period of time to discuss a potential alternate mutually agreeable vacation period if available. If no agreement is reached, the unit member may appeal to the Vice Chancellor of Human Resources or designee for a resolution of the matter.

**11.7 Vacation Carry-Over:** Unit members may not earn or accrue more than one and one-half (1.5) times their annual vacation accrual as of August 31<sup>st</sup> of each year. A unit member who has accrued more than one and one-half (1.5) times their annual vacation on August 31<sup>st</sup> of any year shall not earn (nor accrue) further vacation leave until they reduce their vacation leave balance to an amount not exceeding that limit. Unit members shall receive an electronic reminder to check their vacation accrual by April of each year. It is the responsibility of unit members to monitor their vacation accrual in Workday and to ensure that their vacation balance does not exceed the limit on August 31<sup>st</sup>. If a unit member is prevented by District action from taking any vacation accrued in excess of the limit, such excess shall be paid by the District. For uncommon extra-ordinary circumstances, a

bargaining unit member may request consideration by the Vice Chancellor of Human Resources to extend vacation beyond the accrual limit.

**11.8 Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit member, such holiday shall not be deducted from the earned vacation of the bargaining unit member.

**11.9 Interruption of Vacation:** A unit member in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave, provided the unit member supplies notice and supporting information regarding the basis for such interruption or termination.

## ARTICLE 12

### LEAVES

**12.1 Bereavement Leave:** Every unit member shall be entitled to bereavement leave as follows:

**12.1.1** Unit members shall be entitled to five (5) days of paid leave of absence for each occurrence for the death of a spouse or domestic partner, child; child of spouse or registered domestic partner; parent, step-parent, legal guardian of the unit member or of the spouse or domestic partner of the unit member.

**12.1.2** For any other member of the unit member's immediate family, defined as grandparent, or grandchild of the unit member or of the spouse or registered domestic partner of the unit member, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, former spouse, or any relative living in the immediate household of the unit member, the unit member shall be entitled to three (3) days paid leave of absence. If travel out-of-state is required, the unit member shall be entitled to five (5) days paid leave of absence.

**12.1.3** This leave shall not be deducted from sick leave. Entitled bereavement leave may be taken intermittently in full days and do not need to be taken consecutively. The leave must be taken within the same fiscal year; exceptions to the fiscal year requirement may be approved by the Vice Chancellor of Human Resources or designee. The Vice Chancellor of Human Resources or the Executive Director of Human Resources reserves the right to request verification. Bereavement leave for alternative schedules such as 4/10 will be based on weekly hours (i.e., for full-time employees bereavement will be based on forty (40) hours not five (5) days).

**12.1.4** Personal Necessity Leave can be used to extend bereavement leave.

**12.2 Jury Duty:** A unit member shall be entitled to leave without loss of pay for any time the unit member is required to perform jury duty. The District shall pay the unit member the difference, if any, between the amounts received from jury duty and the unit member's regular rate of pay. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty. Any day during which any unit member in the bargaining unit whose regular shift commences at 11:00 a.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay. The unit member is to provide documentation of jury duty service.

**12.3 Military Leave:** A 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.

**12.4 Sick Leave:**

**12.4.1 Leave of Absence for Illness or Injury:** A unit member, employed five (5) days a week shall be granted twelve (12) days leave of absence for their own illness or injury, exclusive of all days they are not required to render service to the District, with full pay for a fiscal year of service.

**12.4.2** A unit member, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days of absence for illness or injury as the

number of months they are employed bears to twelve (12).

**12.4.3** A unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days of leave of absence five (5). When such persons are employed for less than a full fiscal year of service, this Section and Section 12.4.2 shall determine that proportion of leave of absence for illness or injury to which they are entitled.

**12.4.4** Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.

**12.4.5** At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.

If unit member resigns, retires or terminates, or upon the conclusion of employment, unaccrued sick leave which has been taken shall be reimbursed to the District by deduction from the unit member's final pay check. If the final pay check is not sufficient, a repayment schedule shall be agreed to between the unit member and the District.

**12.4.6** Pregnancies and disabilities arising out of pregnancies shall be considered as an illness for the purposes of utilizing sick leave.

**12.4.7** If a unit member does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.

**12.4.8** Any accrued sick leave credit earned by a unit member but unused on the date of retirement shall be converted to retirement credit in accordance with the applicable PERS Rules and Regulations.

**12.4.9 Catastrophic Leave:** Unit members are entitled to participate in the catastrophic leave program as defined in Board Policy and Administrative Regulations. Upon request by CSEA, the District shall negotiate the effects of any change in Board Policy 7345 or Administrative Regulation 7345.

**12.5 Extended Sick Leave:** Each unit member shall once a year be credited with a total of 100 days extended sick leave in addition to the sick leave provided under Section 12.4.1 of this Article. Each day of extended sick leave provided by this section shall be compensated at the rate of fifty percent (50%) of the unit member's regular salary. The paid sick leave provided for under this section shall be in addition to any other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Sections 12.4 and 12.9. The leave in this section shall not be accumulative.

**12.5.1** A unit member must exhaust all accrued full paid sick leave prior to accessing the 100 days of extended sick leave (differential pay). Utilizing paid vacation in lieu leave is not allowable. The 100 day extended sick leave may be coordinated with vacation and other paid leaves if the unit member is out on a district approved medical leave or with approval of the Vice Chancellor of Human Resources or designee.

**12.6 Reemployment List:** When all available paid leaves of absence have been exhausted and if the

unit member is not medically able to assume the duties of the person's position, the person shall be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with seniority.

A unit member who has been placed on a reemployment list, who has been medically released for return to duty, and who fails to accept the offer to return to a vacant position, shall be deemed to have resigned their employment.

**12.7 Personal Necessity:** Accumulated sick leave up to seven (7) days may be used in any school year by the unit member in cases of personal necessity, including any of the following: This is effective July 1, 2009.

**12.7.1** Death of a member of their immediate family when additional leave is required beyond that provided in Article 12, Section 12.1.

**12.7.2** Accident, involving their person or property, or the person or property of a member of their immediate family.

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

**12.7.4** Serious or critical illness of a member of the immediate family. The illness should be such that it requires the services of a physician, and of such an emergency nature that the immediate presence of the unit member is required during the work day.

**12.7.5** Such other reasons which cannot be resolved before or after the unit member's working hours, is serious in nature, cannot be disregarded, and which requires the unit member's immediate attention.

**12.7.6** Notification of personal necessity leave shall be made through the appropriate District electronic procedure at least two (2) days in advance to the unit member's immediate supervisor. If two (2) days advance notice cannot be given, it shall be given as soon as possible.

**12.7.7** Personal Necessity leave shall not be used for convenience, social events, political activities, job actions, or occupational investigations except as provided in Section 17.10.2 relating to layoffs. The Vice Chancellor of Human Resources & Employer/Employee Relations or Executive Director of Human Resources & Employer/Employee Relations may require verification of Personal Necessity Leave upon suspicion of a violation of this section.

**12.8** A medical statement will be required when a unit member is absent for longer than five (5) consecutive working days. The Board of Trustees designees limited to Chancellor, Vice Chancellor, or Director of Human Resources, may require verification from a physician concerning the unit member's injury, accident, or illness at any time regardless of the duration of the absence.

**12.9 Industrial Accident and Illness Leave:** In addition to any other benefits that a unit member may

be entitled to under the Worker's Compensation laws of the State of California, unit members shall be entitled to the following benefits:

**12.9.1** A unit member suffering an injury or illness arising out of and in the course and scope of their employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

**12.9.2** Payment for wages lost on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of the State of California, exceed the normal wage for the day.

**12.9.3** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the Worker's Compensation laws of the State of California at the time of the exhaustion of benefits under this Section, they shall be entitled to use only so much of their accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

**12.10 Parental Leave (Child Bonding); exhaustion of available sick leave; deduction from salary (Education Code 87780.1)**

**12.10.1** Definition of Parental Leave (Child Bonding): For the purposes of this Article, "parental leave" is defined as "leave for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member."

**12.10.2 Eligibility for Parental Leave (Child Bonding)**

**12.10.2.1** All full-time and part-time unit members who have been employed for 12 months with the District are entitled to utilize parental leave.

**12.10.2.2** There is no threshold number of hours that part-time unit members, as well as full-time unit members, must work in order to be eligible for parental leave.

**12.10.3 General Provisions**

**12.10.3.1** When both parents of the child are unit members of the District, the parents will be limited to a total of eighteen (18) workweeks of parental leave between the two of them with no more than twelve (12) weeks of allowable use for either unit member. Unit members within the same unit, department, or division may not be approved for concurrent or consecutive leaves as the District reserves the right to approve based upon operational need.

**12.10.3.2** The unit member is entitled to take parental leave in intermittent periods within the 12-month period; however, the aggregate amount of parental leave taken shall not exceed twelve (12) workweeks in the 12-month period. Intermittent

parental leave must be taken in minimum leave durations of two weeks at a time. A unit member may be granted a parental leave request of less than (2) two weeks no more than two (2) times in a 12-month period.

**12.10.3.3** If a fiscal year concludes before the 12-workweek period is exhausted, the unit member may take the balance of the 12-workweek period in the subsequent fiscal year.

**12.10.4** The unit member is entitled to use their accrued paid sick leave and extended sick leave in taking parental leave, if the unit member chooses to do so.

**12.10.4.1** The unit member must first use their regular accrued paid sick leave, and then, when this accrued leave is exhausted, the unit member is entitled to use extended sick leave, for a total of 12 workweeks in any 12-month period.

**12.10.5** The unit member is also entitled to use their vacation leave in taking parental leave, if the unit member chooses to do so.

**12.10.6** The unit member can choose to, but is not required to, use their paid leaves. e.g., sick leave or vacation leave, when taking parental leave.

**12.10.7** Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.

**12.10.8** When all paid leaves have been exhausted, the unit member is entitled to utilize unpaid leave up to 12 workweeks.

**12.11 General Leaves:** A unit member shall have the right to apply for a paid or unpaid leave of absence at any time upon any terms acceptable to the District and a unit member.

**12.11.1** Any unit member in the bargaining unit on general leave shall continue to receive their current medical, dental, vision, life and long-term disability insurance benefits for the first three (3) months. After this period, they shall have the option of continuing medical and/or other insurance coverage under the District's plan at their own expense.

**12.12 Educational Leave:** Unit members shall be entitled to paid time off for educational leave to take classes when their attendance at these classes is mandated by the District.

**12.13 Convenience Leave:**

**12.13.1** Unit members in paid status throughout the fiscal year not utilizing any sick leave during the fiscal year shall be entitled to two (2) days of non-cumulative paid convenience leave which must be taken by the unit member in the following fiscal year.

**12.13.2** Unit members in paid status throughout the fiscal year utilizing no more than two (2) sick leave days during the fiscal year shall be entitled to one (1) day of non-cumulative paid convenience leave which must be taken by the unit member in the following fiscal year.

**12.13.3** The convenience leave authorized by this Section shall be scheduled subject to the mutual agreement of the supervisor and the unit member. Scheduling shall take into consideration other unit members' leaves and vacations. Unit members shall be entitled to take convenience leave pursuant to Section 12.13 during the fiscal year immediately following the fiscal year in which the convenience leave was earned. It is agreed and understood that this convenience leave does not constitute a form of salary and will not result in any monetary liability to the District or payment to the unit member.

**12.13.4** The use of authorized personal necessity leave taken during the fiscal year shall not disqualify unit members from these provisions.

**12.13.5 Convenience Leave Table:**

<u>Sick Time Used in One Year</u>	<u>Convenience Leave Earned for the following Year</u>
None	Two (2) days
Two (2) days or less	One (1) day

**12.14 Banked Holiday Leave:** Banked Holiday Leave time may be accumulated when a unit member works either part-time or on an alternate work schedule assignment such as 9/80, 36/4 or 4/10 schedule. In these circumstances, when a unit member has a scheduled day off during their regular work year that falls on a negotiated holiday, those hours can be accumulated as "Banked Holiday Leave."

- Banked Holiday Leave may be accumulated up to forty (40) hours annually.
- All Banked Holiday Leave in excess of forty (40) hours shall be paid annually on the first payroll of the new fiscal year (August 10<sup>th</sup> payroll).

**12.15 Participation in School Activities of Children Leave**

**12.15.1** A unit member who is a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child, of one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child care provider, may take off up to forty (40) hours each year, not exceeding eight (8) hours in any calendar month of the year, to participate in activities of the school or licensed child care provider of any of their children, if the unit member, prior to taking the time off, gives reasonable notice to the District of the planned absence of the unit member.

**12.15.2** If both parents of a child work at the same worksite, the entitlement under 12.15.1 of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the District, such that the other parent may take a planned absence simultaneously as to that same child under the conditions described in 12.15.1 only if they obtains the District's approval for the requested time off.

**12.15.3** Unit members shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence. A unit member also may utilize time off without pay for this purpose.

**12.16 Family Leave:** Unit members shall be allowed to use up to half of their annual sick leave accrual



1401 for diagnosis, care or treatment of an existing health condition of, or preventive care for an  
1402 employee's family member. The use of Family Leave during the fiscal year may disqualify unit  
1403 members from receiving Convenience Leave.

## ARTICLE 13

### TRANSFERS AND REASSIGNMENT

- 13.1 Lateral Transfer within Current Classification:** A unit member may request a lateral transfer to an open position within the unit member's current permanent classification. A qualified applicant shall be a permanent (not probationary) bargaining unit member serving in the same salary range and comparable position as that of the open position and who meets the qualifications for the open position per the job description for that position. The open position shall be posted for ten (10) working days at appropriate work locations prior to the commencement of interviews. Eligible unit members may apply for the position by filing an appropriate District application with the Office of Human Resources within the time limits specified and will be granted an interview. The District retains the right to hire the most suitable applicant for the position. All applicants shall receive notice of the selection determination.
- 13.2 Open Position:** When a bargaining unit position has not been filled through a lateral transfer under Section 13.1, or if a vacancy has been created through a lateral transfer, then the open position shall be posted at appropriate work locations for not less than ten (10) working days, as well as advertised externally. Any unit member in the bargaining unit may apply for the position by filing an appropriate District approved application with the Office of Human Resources within the time limits specified. All qualified bargaining unit members shall be interviewed. All bargaining unit member applicants shall receive notice of the selection determination.
- 13.3 Notice Contents:** The vacancy announcements for purposes of Sections 13.1 and 13.2 shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned work location, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 13.4 Medical Transfers:** The District shall give alternate work for which the unit member is qualified when the same is available to a unit member who has become medically unable to satisfactorily perform their regular duties. After a unit member has become medically unable to satisfactorily perform their regular duties, the Vice Chancellor, or their designee, and the unit member shall meet following a request from the unit member to determine whether there is work for which the unit member is qualified and is physically able to perform. The alternate work may constitute demotion, or lateral transfer into a vacant position that is either equivalent to the employee's original position in pay and status or lower as a reasonable accommodation. It is recognized that one (1) or more meetings may need to take place. The opportunity for alternate work shall be made available for a period of up to one (1) year after the unit member is medically unable to satisfactorily perform their regular duties. If the unit member declines alternate work, the District shall have satisfied all of its obligations with regard to alternate work.
- 13.5 Disability Accommodations:** Each request for reasonable accommodation under each applicable disability statutes by a bargaining unit member shall be referred to the District and CSEA, if the unit member elects to be represented by CSEA, for examination on an individual basis.
- 13.6 District Initiated Transfer:**
- 13.6.1 Temporary Transfer:** In the event a unit member is temporarily assigned to work in a work location other than the unit member's normal work site for a period in excess of five

(5) working days, the unit member shall be granted, upon written request, the opportunity for a personal conference with the unit member's current immediate supervisor and/or a representative from the Office of Human Resources. A temporary transfer in excess of twenty (20) working days shall be processed in accordance with Section 13.6.2.

**13.6.2 District Initiated Transfer:** Unit members may be transferred for non-disciplinary reasons under this Article when it is in the best interest of the District. Transfer is a movement from one (1) location or operating unit to another within the South Orange County Community College District and within the unit member's same classification. The District agrees that it shall seek voluntary transfers prior to requiring an involuntary transfer by posting notice for seven (7) working days on the Human Resources website. The District shall not be arbitrary, capricious, or discriminatory in the application of District initiated transfers. The District shall give twenty (20) working days' notice to affected unit members before initiating a District transfer. By mutual agreement between the District and the unit member, notice time can be less than twenty (20) working days. The unit member shall be granted, upon written request, the opportunity for a personal conference with the unit member's current immediate supervisor and/or a representative from the Office of Human Resources.

### **13.7 Reversion Rights:**

**13.7.1** A unit member who is promoted and fails to complete the required probationary period of six (6) months shall be returned to the classification in which the unit member held permanency immediately prior to the promotion. To be eligible:

- 1) There must be an available, vacant position in the unit member's prior classification; or
- 2) The unit member must have greater seniority than the least senior unit member serving in that classification. A position is not available and vacant when the position is not being filled due to a hiring freeze.

**13.7.2** In the event the returning unit member cannot displace a unit member in the classification immediately held prior to promotion, the returning unit member may displace the least senior unit member of the next previously held classification as per Section 13.7.1.

**13.7.3** Any unit member displaced as a result of the application of this Article shall be entitled to the displacement provisions of Sections 13.7.1 and 13.7.2. It is recognized that this process of bumping may ultimately result in the layoff of a unit member. Any such layoff shall be processed in accordance with the provisions of Article 17 of this Agreement.

**13.7.4** Promoted unit members who return to their former or other classifications shall be credited with the time earned in the promoted classification to the position held immediately prior to promotion.

**13.7.5** Promoted unit members who have completed the initial probationary period in any classification shall retain all rights, benefits and burdens of a permanent unit member as to any classification in which permanency has been obtained.

1500 **ARTICLE 14**

1501 **GRIEVANCE PROCEDURE**

1502

1503

1504 **14.1 Definitions:**

1505

1506 **14.1.1** Grievance – a formal written allegation by grievant aggrieved of a violation of a specific

1507 Article, Section or provision of this Agreement.

1508

1509 **14.1.1.1** “Grievance” as defined in this Agreement, shall be brought only through this

1510 procedure.

1511

1512 **14.1.1.2** Actions to challenge or change the policies of the District as set forth in law,

1513 policies, rules and regulations and procedures not contained within this

1514 Agreement, must be undertaken under separate processes.

1515

1516 **14.1.2** Grievant – any unit member or the exclusive bargaining representative covered by the

1517 terms of this Agreement who is aggrieved.

1518

1519 **14.1.3** Day – a “day” (for purposes of this Grievance Article) any day on which the central

1520 administrative office of the District is regularly open for business.

1521

1522 **14.1.4** Immediate Supervisor – the immediate supervisor is the first District- designated

1523 administrator or classified manager as reflected in the Human Resources organizational

1524 plan.

1525

1526 **14.1.5** Grievance Forms - for purposes of filing a written grievance, the grievance forms are

1527 located in the Appendix.

1528

1529 **14.2 Time Limits**

1530

1531 **14.2.1** A grievant who fails to comply with the established time limits at any step shall forfeit all

1532 rights to process the existing grievance.

1533

1534 **14.2.2** District failure to respond within established time limits at any step entitles the grievant to

1535 proceed to the next step.

1536

1537 **14.2.3** Time is of the essence in all processing of grievances.

1538

1539 **14.2.4** Time or procedural steps may be waived at any step by mutual written agreement between

1540 the grievant and/or CSEA and the District.

1541

1542 **14.3 Other Provisions**

1543

1544 **14.3.1** Unit Member Rights – No probationary unit member may use this grievance procedure in

1545 any way to appeal discharge. No unit member shall use this grievance procedure to appeal

1546 any Board decision if such decision is a result of a State or federal regulatory commission

1547 or agency, or State or federal law decision.

1548

1549 **14.3.2** The grievant may be represented by a CSEA Union Steward at all levels of the grievance

procedures under 14.4 below, with no loss of pay or benefits to either party.

**14.3.3** Prior to filing a grievance at Level I below, the grievant is encouraged to discuss the grievance with their supervisor/manager or designee.

**14.3.4 Grievance Witnesses:** The District shall make available for testimony in connection with the grievance procedure a District unit member whose appearance is requested by the grievant or CSEA.

**14.3.5 Group Grievances:** If the grievance involves unit members with different immediate supervisors, the grievance may be filed at Step Two.

**14.3.6 Policy Grievances:** If the grievance involves Districtwide interpretation of this Agreement, affecting the entire bargaining unit, the grievance may be submitted by CSEA to the Chancellor or designee.

**14.3.7 Employee-Process Grievance:** A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided a copy of any grievances filed by unit members directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given ten (10) days to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.

**14.3.8 Separate Grievance File:** All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file, which file shall be available for inspection only by the unit member the CSEA Union Steward upon permission by the grievant and those management, supervisory, and confidential employees directly involved in the grievance procedure.

#### **14.4 Procedural Steps**

##### **14.4.1 Informal Resolution**

**14.4.1.1** Within thirty-five (35) days after the bargaining unit member knew or reasonably should have known of the act or omission giving rise to the grievance and before filing a formal written grievance, the bargaining unit member should attempt to resolve it by an informal conference with their immediate supervisor. The bargaining unit member may pursue the informal procedure through the immediate supervisor's chain of command. This informal procedure may be utilized up to and including the second management level above the immediate supervisor. If an action of the immediate supervisor is the basis for the grievance, the bargaining unit member may initiate the informal process at the next level of management above the immediate supervisor. The bargaining unit member may initiate the formal level at any point in this informal procedure. The District and CSEA, Chapter 586 agree to attempt resolving grievances at the lowest supervisory level whenever possible.

##### **14.4.2 Level I – Immediate Supervisor/Manager or Designee**

1600 **14.4.2.1** Within fifteen (15) days after the most recent meeting at the informal level or  
1601 within thirty-five (35) days after the bargaining unit member knew or reasonably  
1602 should have known of the act or omission giving rise to the grievance, the grievant  
1603 shall present their grievance in writing to the immediate supervisor/manager or  
1604 designee on the District Level I grievance form. The grievance shall contain; a  
1605 clear and concise statement of the grievance; the circumstances involved; any  
1606 supporting evidence; the specific Sections of the Agreement alleged to have been  
1607 violated; the affected unit member(s); and the specific remedy sought.

1608  
1609 **14.4.2.2** The immediate supervisor, manager or designee, as applicable, or the grievant  
1610 may request a conference to discuss the grievance within the above time limits.

1611  
1612 **14.4.2.3** The immediate supervisor, manager or designee, shall hold a conference with the  
1613 grievant and communicate the decision to the grievant in writing on the grievance  
1614 form within ten (10) days of receiving the grievance.

1615  
1616 **14.4.3 Level II – President or Designee**

1617  
1618 **14.4.3.1** If the grievant is not satisfied with the decision at Level I, the grievant may appeal  
1619 the decision by completing and submitting a Level II grievance form to the  
1620 President or designee within ten (10) days.

1621  
1622 **14.4.3.2** In order to be processed or considered, the appeal shall include copies of the  
1623 original grievance and decision rendered, if rendered, and reason for appeal.

1624  
1625 **14.4.3.3** The President, or designee, shall hold a conference with the grievant and  
1626 communicate the decision to the grievant in writing on the grievance form within  
1627 ten (10) days of receiving the appeal and forward a copy of the response to CSEA.

1628  
1629 **14.4.3.4** The President's designee or the Vice Chancellor's designee shall not be any  
1630 person who has previously ruled on the grievance at any of the previous levels.

1631  
1632 **14.4.4 Level III – Chancellor or Designee**

1633  
1634 **14.4.4.1** If the grievant is not satisfied with the decision at Level II, the grievant may  
1635 appeal the decision by completing and submitting a Level III grievance form to  
1636 the Chancellor or designee within ten (10) days.

1637  
1638 **14.4.4.2** The appeal shall include a copy of the original grievance and appeals with  
1639 decision rendered, and reasons for the appeal.

1640  
1641 **14.4.4.3** The Chancellor or designee shall communicate the decision in writing to the  
1642 grievant within fifteen (15) days of receiving the appeal. The Chancellor may hold  
1643 a conference with the grievant within the above time limits and forward a copy of  
1644 the response to CSEA.

1645  
1646 **14.4.4.4** The Chancellor's designee shall not be any person who has previously ruled on  
1647 the grievance at any previous level.

1648  
1649 **14.4.5 Level IV - Arbitration**

1650 **14.4.5.1** Where the grievant and CSEA wish to proceed to arbitration, a request shall be  
1651 made to the Vice Chancellor of Human Resources or designee within five (5) days  
1652 of the receipt of the Chancellor's or designee's decision. Should CSEA and the  
1653 District be unable to mutually agree on the selection of an arbitrator:

1654  
1655 **14.4.5.1.1** The Vice Chancellor of Human Resources or designee shall request a  
1656 list of arbitrators from the State Mediation and Conciliation Service.

1657  
1658 **14.4.5.1.2** Within five (5) days after receipt of the list, a representative of the  
1659 District and a representative of CSEA shall alternately strike names  
1660 from the list until only one name remains.

1661  
1662 **14.4.5.1.3** Upon receiving the request to move to arbitration, the Vice Chancellor  
1663 of Human Resources or designee shall contact the selected arbitrator to  
1664 schedule a hearing at the earliest convenience of the arbitrator. The  
1665 parties agree to schedule the arbitration hearing within three (3) months  
1666 of the request for arbitration.

1667  
1668 For the purpose of this Section, the "schedule arbitration" means that  
1669 the parties will contact the mutually-selected arbitrator and request  
1670 confirmation of a scheduled date for the arbitrator. Every effort will be  
1671 made to schedule the arbitration hearing within three (3) months of the  
1672 request for arbitration. Through mutual agreement, the hearing may be  
1673 extended beyond the three (3) month period of time.

1674  
1675 **14.4.5.1.4** Arbitrator expenses, including any per diem fees, actual and necessary  
1676 travel and subsistence expense, and other fees and expenses shall be  
1677 shared equally by the parties. Other expenses shall be borne by the party  
1678 incurring them. Neither party shall be responsible for the expense of  
1679 witnesses called by the other who are not District employees.

1680  
1681 The grievant and the CSEA representative shall be provided reasonable  
1682 release time to process a grievance without loss of pay or benefits.

1683  
1684 **14.4.5.1.5** The arbitrator shall, as soon as possible, hear evidence and render a  
1685 decision on the issue or issues submitted. If either party so requests, the  
1686 arbitrator shall specifically rule upon the arbitrability of issues prior to  
1687 the hearing on the merits of the grievance. If the parties cannot agree  
1688 upon a statement of the issues to be arbitrated, the arbitrator shall  
1689 determine the issues by referring to the written grievance and the  
1690 answers thereto at each step.

1691  
1692 **14.4.5.1.6** The arbitrator may only render a decision on the interpretation of the  
1693 provision or provisions of this Agreement at issue between the parties.  
1694 The arbitrator shall have no authority to add to, subtract from, alter,  
1695 amend, or modify any provisions of this Agreement. The arbitrator  
1696 shall be without power or authority to make any decision that requires  
1697 the District or the administration to perform an illegal act.

1698  
1699 **14.4.5.1.7** After a hearing, and after both parties have had an opportunity to make  
1700 written or oral arguments, the arbitrator shall submit, in writing, to all

parties, their findings and award. The award of the arbitrator shall be binding on the Board of Trustees unless a court of competent jurisdiction directs otherwise.

**14.4.5.2 Arbitrator's Recommendation**

**14.4.5.2.1** The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days have elapsed from receipt to the Board meeting.

**14.4.5.2.2** The Chancellor may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by the District and CSEA.

**14.4.5.2.3** Any references to timelines or procedural steps as outlined in this article may be waived based on compelling circumstances and upon mutual agreement between CSEA and the District.



1721 **ARTICLE 15**

1722 **DISCIPLINARY ACTIONS**

1723  
1724  
1725 **15.1 Permanent Classified Unit Members:** Permanent classified unit members shall only be subject  
1726 to discipline for cause. Disciplinary actions herein shall be defined as dismissal, suspension or  
1727 demotion.

1728  
1729 **15.1.1** The level of discipline imposed shall be guided by the principles of progressive discipline,  
1730 beginning with oral counseling, if appropriate. Prior to taking disciplinary action, the  
1731 District may pursue non-disciplinary corrective action in an attempt to remediate employee  
1732 conduct or performance. Non-disciplinary actions may include oral counseling, oral  
1733 warnings, oral reprimands, written warnings, and written reprimands. Non-disciplinary  
1734 actions do not deprive any employee of any incidents of employment and are intended to  
1735 aid the employee in improving and correcting behaviors prior to the imposition of  
1736 disciplinary action. Progressive discipline should be administered in a neutral, reasonable,  
1737 and confidential manner (See Article 23). While a reprimand is not a disciplinary action as  
1738 defined by the Education Code, it is included under the concept of progressive discipline,  
1739 in appropriate circumstances. If issued, a written reprimand shall include specific  
1740 recommendations and directions for improvement.

1741  
1742 **15.1.2** CSEA and the District agree that progressive discipline will be applied except in cases of  
1743 severe disciplinary infractions, such as being an immediate threat to the health, safety, and  
1744 wellbeing of students, employees, or the public, criminal actions, acts of gross misconduct,  
1745 or acts that are intentional, wanton, willful, deliberate, reckless, or in deliberate  
1746 indifference to the District's interest.

1747  
1748 **15.2 Disciplinary Grounds:** Disciplinary actions shall be imposed on unit members of the bargaining  
1749 unit for the following reasons:

1750  
1751 **15.2.1** Incompetency. (Examples may include situations in which an employee is incapable,  
1752 through lack of skill, education, training, ability, or effort, of performing the duties of the  
1753 position within an acceptable range of performance.)

1754  
1755 **15.2.2** Inefficiency. (Examples may include continuous failure to meet an acceptable level of  
1756 productivity maintained by those in similar positions or repeated acts of carelessness,  
1757 indifference or laziness resulting in unreasonable delays or poor work product.)

1758  
1759 **15.2.3** Insubordination. A refusal to obey a directive which a supervisor or administrator is  
1760 entitled to give and have obeyed.

1761  
1762 **15.2.4** Inattention to or dereliction of duty, or an inexcusable neglect of duty. (Examples may  
1763 include an employee's unjustified, intentional, or grossly negligent failure to perform a  
1764 known official duty.)

1765  
1766 **15.2.5** Dishonesty. (Examples may include an employee's untruthful statements, fabricated  
1767 excuses, falsification of reports or other documents, stealing, cheating, defrauding,  
1768 embezzling, or obtaining property or money under false pretenses; or the use of fraud,  
1769 deception, or misrepresentation of material facts in the employment relationship.)

- 1770 **15.2.6** Immoral conduct. (Examples may include conduct or behavior which is contrary to  
1771 commonly accepted moral or ethical standards and endangers the health, welfare, safety or  
1772 education of any employees, students and/or members of the public.)  
1773
- 1774 **15.2.7** Discourteous and/or abusive treatment of public, employees and/or students. (Examples  
1775 may include rudeness, swearing, yelling, belligerence, fighting, threatening or intimidating  
1776 behavior, or other disruptive conduct. Also includes use of insulting, offensive, abusive, or  
1777 inappropriate language not rising to the level of discrimination or harassment.)  
1778
- 1779 **15.2.8** Any willful failure of good conduct that tends to injure the public service.  
1780
- 1781 **15.2.9** Engaging in a political activity during assigned working hours.  
1782
- 1783 **15.2.10** Unreported, unexcused, unauthorized, and/or persistent absences or tardiness.  
1784
- 1785 **15.2.11** Conviction of a sex offense as defined in Education Code Section 87010 or a controlled  
1786 substance offense as defined in Education Code Section 87011.  
1787
- 1788 **15.2.12** Willful or persistent violation of Board Policies, this agreement, and/or Administrative  
1789 Regulations.  
1790
- 1791 **15.2.13** Use of District e-mail, Internet, mail services equipment, materials and/or facilities for  
1792 personal and/or political purposes as defined in Board Policy and/or Administrative  
1793 Regulations.  
1794
- 1795 **15.2.14** Unexcused possession of and/or under the influence of alcohol or controlled substances as  
1796 defined in the California Health and Safety Code during work.  
1797
- 1798 **15.3 Probationary Unit Members:** Probationary unit members are subject to disciplinary action  
1799 including dismissal without the benefit of advance notice or hearing.  
1800
- 1801 **15.4 Timeliness:** The District shall not initiate any disciplinary action for any cause alleged to have  
1802 arisen prior to the unit member becoming permanent nor for any cause alleged to have arisen more  
1803 than two (2) years preceding the date of the filing of the notice of intent to impose discipline, unless  
1804 such cause was concealed or not disclosed by such unit member when it could be reasonably  
1805 assumed that the unit member should have disclosed the facts to the District. However, the District  
1806 may use prior discipline and written warnings and/or reprimands to establish a prior pattern of  
1807 conduct.  
1808
- 1809 **15.5 Pre-Disciplinary Due Process Meeting Procedure (Skelly):** When suspension, demotion, or  
1810 discharge are recommended, the Vice Chancellor of Human Resources will notify the Board and  
1811 the employee and state the reasons. Such notice shall be in writing, and shall be served in person  
1812 or by certified mail upon the unit member by the Chancellor or appointed designee. The written  
1813 notice shall include a statement of the unit member's right to a pre-disciplinary (Skelly) meeting  
1814 on the charges, the period within which such a due process meeting (Skelly) will occur; and the  
1815 unit member's right to be represented by CSEA, if requested. The investigation, due process  
1816 meeting (Skelly), and defense shall be limited to the reasons for the charge by the Chancellor or  
1817 designee. At the conclusion of the due process meeting (Skelly), the neutral Skelly officer shall  
1818 submit in writing a recommendation to the Vice Chancellor of Human Resources.

1819 **15.5.1** At the conclusion of the due process meeting (Skelly) procedure, if the proposed  
1820 recommended disciplinary action is upheld, the employee will receive written notice of  
1821 their right to appeal the charges in an evidentiary hearing as outlined in 15.6.  
1822

1823 **15.5.2** Unit members may be suspended prior to the Board of Trustees' final decision following a  
1824 due process meeting (Skelly) before the Chancellor or designee. The unit member may be  
1825 suspended without pay following the due process meeting (Skelly) only if the unit  
1826 member's presence at work could prove injurious, harmful or seriously disruptive to the  
1827 District or the unit member's misconduct causes an actual or reasonably foreseeable risk  
1828 to the health or safety of students or other employees or loss or damage to District property.  
1829 If, after a due process meeting (Skelly), the disciplinary action is upheld, the Board of  
1830 Trustees shall determine whether the suspension is with or without pay.  
1831

1832 **15.6 Disciplinary Procedure (Evidentiary Hearing):** When the District seeks the imposition of any  
1833 disciplinary action, notice of such discipline shall be made in writing and served in person or by  
1834 certified mail upon the unit member by the Chancellor or designee. The notice shall contain (1) a  
1835 statement of the specific acts or omissions upon which the disciplinary action is based, (2) a  
1836 statement of the cause for which disciplinary action is taken, (3) the Education Code, policy, rule,  
1837 or regulation violation, (4) the penalty proposed, (5) copies of the documentary evidence upon  
1838 which the disciplinary action is based, and (6) a statement of the unit member's right to appeal the  
1839 proposed disciplinary action to the Board of Trustees by filing a written request for hearing with  
1840 the Board of Trustees in the Office of the Chancellor within five (5) days of receipt of the notice of  
1841 disciplinary action. The hearing before the Board of Trustees shall be conducted in accordance with  
1842 Board Policy 7365. The Board, at its discretion, may delegate the hearing to a neutral third party  
1843 selected by the Board, whose decision shall be advisory to the Board. The District retains the  
1844 discretion to select a hearing officer. If CSEA notifies the District that a unit member has elected  
1845 to be represented by CSEA, the District will consult CSEA regarding selection of a hearing officer  
1846 as follows: 1) the District will compile a list of five (5) possible hearing officers; 2) within five (5)  
1847 business days CSEA may preemptively strike up to two (2) hearing officers; 3) the District may  
1848 select from the remaining hearing officers; and 4) in the event that remaining hearing officers are  
1849 unavailable, the District will consult CSEA regarding alternatives. The Board's decision shall be  
1850 final.

1851 **ARTICLE 16**

1852

1853 **SAFETY**

- 1854
- 1855 **16.1 Safety Committee:** Each college's safety committee shall include at least one (1) member  
1856 appointed by CSEA. The committees shall review health, safety, sanitation and working conditions.  
1857 They should meet not less than every three (3) months and make recommendations to the colleges  
1858 and district concerning improvements in health, safety, sanitation and working conditions.  
1859
- 1860 **16.2 No Discrimination:** No unit member shall be in any way discriminated against as a result of  
1861 reporting any condition believed to be a violation of good safety practices.  
1862
- 1863 **16.3** A Union Steward may accompany a CAL-OSHA representative conducting an on-site walk-  
1864 around safety inspection of any area, department, division, or other subdivision in fulfillment of  
1865 the Union Steward's responsibilities.  
1866
- 1867 **16.4** Unit members shall be released with pay to attend emergency response training when mandated by  
1868 the District.

1869  
1870  
1871  
1872  
**ARTICLE 17**

**LAYOFF AND REEMPLOYMENT PROCEDURES**

1873 **17.1 Layoff:** Layoff means termination of employment due to lack of work and/or lack of funds, and  
1874 includes any reduction in hours, days, or months of employment, or assignment to a class or range  
1875 lower than that in which the unit member has permanence. A layoff is a non-disciplinary action.  
1876 The District shall notify CSEA of a layoff, and thereafter shall meet with CSEA to discuss  
1877 alternatives to layoff, negotiate the effects of the layoffs, and to determine the order of layoff in  
1878 accordance with this article.

1879  
1880 **17.2 Notice of Layoff:**

1881  
1882 **17.2.1** Upon the decision of the District's Board of Trustees to lay off a classified unit member,  
1883 written notice of layoff shall be sent by first class mail to the person's last known address  
1884 on file in the District's Office of Human Resources or delivered in person to the affected  
1885 classified unit member or unit members. Copies of layoff notices shall be sent to CSEA.

1886  
1887 **17.2.2** When, as a result of the expiration of a specially funded program, classified positions are  
1888 eliminated at the end of a school year, the unit member or unit members to be laid off at  
1889 the end of such school year shall be given written notice on or before April 29<sup>th</sup>, informing  
1890 them of their layoff effective at the end of the school year and of their displacement rights,  
1891 if any, and reemployment rights. If the termination date of any specially funded program  
1892 is other than the end of a school year, such notice shall be given not less than sixty (60)  
1893 calendar days prior to the effective layoff date.

1894  
1895 **17.2.3** When, as a result of a reduction or elimination of the service being performed by any  
1896 department, the unit member or unit members to be laid off shall be given written notice  
1897 of layoff not less than sixty (60) calendar days prior to the effective layoff date and shall  
1898 be informed of their displacement rights, if any, and reemployment rights.

1899  
1900 **17.2.4** Following receipt of any layoff notice, the CSEA President and CSEA Labor Relations  
1901 Representative may meet with District representatives to review the notice and order of  
1902 layoff.

1903  
1904 **17.3 Order of Layoff:** Classified unit members within an affected job classification shall be laid off  
1905 subject to the following provisions:

1906  
1907 **17.3.1** The order of layoff shall be by seniority as defined in this Article.

1908  
1909 **17.3.2** Seniority shall be determined by Board approved hire date within each classification plus  
1910 higher classifications. Length of service in a lower classification shall not be credited  
1911 toward seniority in a higher classification. Paid service performed prior to entering into a  
1912 probationary status in the classified service shall not be credited toward seniority. Time  
1913 spent on the following authorized leaves of absence shall be included when computing  
1914 seniority:

1915  
1916 **17.3.2.1** Paid leaves of absence

1917  
1918 **17.3.2.2** Leaves mandated by statute

- 1919                   **17.3.2.3** Required military leaves of absence
- 1920
- 1921                   Time spent on all other leaves of absence shall not be credited toward seniority and shall
- 1922                   be deducted from the unit member's seniority for purposes of determining layoff.
- 1923
- 1924                   **17.3.3** In the case of two (2) or more classified unit members with the same seniority, the order
- 1925                   of layoff shall be based on the following:
- 1926
- 1927                   **17.3.3.1** Date of first paid service as a probationary unit member in the District.
- 1928
- 1929                   **17.3.3.2** By lot.
- 1930
- 1931                   **17.4 Displacement Rights:**
- 1932
- 1933                   **17.4.1** Permanent unit members who are laid off will be able to exercise bumping rights in their
- 1934                   class or in any lower class in which the unit member has gained permanence as follows:
- 1935
- 1936                   **17.4.1.1** If vacancies remain, unit members may transfer into a vacant position in their
- 1937                   class, at equal or comparable assigned time; however, not greater in assigned time
- 1938                   than their former position.
- 1939
- 1940                   **17.4.1.2** In the absence of a vacant position opening, the unit member may exercise
- 1941                   bumping rights in their class or in any lower class in which they have gained
- 1942                   permanent status and hold seniority credit greater than an incumbent.
- 1943
- 1944                   **17.4.1.3** To be considered for bumping, the unit member shall be required to notify the
- 1945                   Director of Employment and Recruitment Services in writing of such election no
- 1946                   later than ten (10) working days after receiving the notice of layoff.
- 1947
- 1948                   **17.4.2** Unit members unable to exercise bumping rights may request a voluntary demotion or
- 1949                   reduction in assigned time, resulting in appointment to available vacant positions equal to
- 1950                   their former position or lower classes for which they meet minimum qualifications.
- 1951
- 1952                   **17.4.3** A unit member who has accepted a demotion in lieu of layoff, has the right to be
- 1953                   reemployed, in accordance with seniority in the former class, for an additional twenty-four
- 1954                   (24) month period after the thirty-nine (39) month reemployment period.
- 1955
- 1956                   **17.5 Voluntary Reductions in Assigned Time:** The District may elect, in lieu of layoff, to offer
- 1957                   reductions in assigned time to classified unit members within an affected classification. A unit
- 1958                   member who elects and receives a reduction in assigned time in lieu of layoff shall, nonetheless,
- 1959                   be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four
- 1960                   (24) month period, and shall be eligible to return to this former assigned time in order of seniority.
- 1961
- 1962                   **17.6 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in**
- 1963                   **Hours:** Unit members taking voluntary demotions or voluntary reductions in assigned time in lieu
- 1964                   of layoff shall be, at the unit member's option, returned to a position in their former class or to
- 1965                   positions with increased assigned time as vacancies become available, within the sixty- three (63)
- 1966                   month time limit per Section 17.5 above, except that they shall be ranked in accordance with their
- 1967                   seniority on any valid reemployment list.

**17.7 Retirement in Lieu of Layoff:**

**17.7.1** Any unit member subject to being laid off or who was in fact laid off may elect to accept a service retirement from the Public Employee's Retirement System in accordance with Education Code Section 88015.

**17.7.2** The unit member shall be placed on a thirty-nine (39) month reemployment list in accordance with Section 17.8 of this Article; however, the unit member shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.

**17.7.3** The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within five (5) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate their retired status.

**17.7.4** A unit member subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which lay off shall be deemed to be permanently retired.

**17.7.5** Any unit member electing to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Section.

**17.8 Reemployment:**

**17.8.1** A classified unit member who is laid off shall be placed on a thirty-nine (39) month reemployment list and shall have the right to apply for other positions within the District while the unit member's name remains on the reemployment list. The unit member shall be required to maintain their current address on file with the District Office of Human Resources.

**17.8.2** If, during a unit member's eligibility period for reemployment, positions become vacant within a job classification of a laid off unit member or unit members, or a lower classification for which the laid off unit member is qualified, the District shall notify, by first class mail addressed to the last known address on file with the Office of Human Resources, such unit member or unit members offering reemployment in order of seniority.

**17.8.3** If the unit member accepts reemployment, the unit member shall report to work within ten (10) working days following notification of reemployment.

**17.8.4** A unit member who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the unit member's name shall be removed from the thirty-nine (39) month reemployment list including all rights thereto.

**17.8.5** A classified unit member reemployed within thirty-nine (39) months after being laid off shall be fully restored to their position with all rights to permanent status. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.

**17.9 Seniority Roster:** The District shall maintain an updated seniority roster indicating unit member's

class seniority, and hire date seniority. Such rosters shall be available to CSEA for review.

**17.10 Benefits to Unit Members Following Layoff:**

**17.10.1** The District shall continue to pay health and welfare benefits at the current rate for all unit members laid off and currently receiving benefits for ninety (90) calendar days from the effective date of layoff.

**17.10.2** The District shall allow each permanent unit member subject to layoff who works at least six (6) hours per day with up to twenty-four (24) hours of accrued personal necessity leave for the purpose of seeking future employment. The twenty-four (24) hours shall be in increments not exceeding four (4) hours each.

**17.10.3** Unit members laid off shall be offered “substitute” employment in any class within the District for which they meet minimum qualifications in accordance with seniority as provided for in this Agreement. A unit member who receives a substitute offer, but who does not accept the offer within five (5) working days shall be deemed to have rejected the offer.



2037 **ARTICLE 18**

2038

2039 **UNIT MEMBER EXPENSES AND MATERIALS**

2040

- 2041 **18.1 Safety Equipment:** Should the employment duties of a unit member in the bargaining unit require
- 2042 use of any equipment or gear to insure the safety of the unit member or others, the District agrees
- 2043 to furnish such equipment or gear and provide appropriate training. It shall be the responsibility of
- 2044 each unit member to wear and appropriately use such equipment and gear.
- 2045
- 2046 **18.2 Non-Owned Automobile Insurance:** The District agrees to provide the secondary personal injury
- 2047 and property damage insurance in the event that unit members use their personal vehicle on
- 2048 authorized employer business.
- 2049
- 2050 **18.3 Physical Examinations:** The District agrees to provide the full cost of any medical examination
- 2051 required by the District as a condition of employment or continued employment, including but not
- 2052 limited to, the provisions outlined in Education Code Section 88021 or its successor.
- 2053
- 2054 **18.4 Hold Harmless Clause:** Whenever any civil action is brought against a unit member or any action
- 2055 or omission arising out of, or in the course of, the duties of that unit member, the District agrees to
- 2056 pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall
- 2057 hold harmless from and protect such unit member from any financial loss resulting therefrom,
- 2058 insofar as required by law.

2059 **ARTICLE 19**

2060 **SEVERABILITY**

- 2061
- 2062
- 2063 **19.1 Savings Clause:** If during the life of this Agreement there exists any applicable law or any
- 2064 applicable rule, regulation, or order issued by governmental authority other than the District
- 2065 which shall render invalid or restrain compliance with or enforcement of any provision of this
- 2066 Agreement, such provision shall be immediately suspended and be of no effect hereunder so long
- 2067 as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion
- 2068 of this Agreement shall not invalidate any remaining portions which shall continue in full force
- 2069 and effect.
- 2070
- 2071 **19.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article
- 2072 or Section of this Agreement, the District and CSEA will meet within thirty (30) days after such
- 2073 determination for the purpose of arriving at satisfactory replacement for such Article or Section.
- 2074
- 2075 **19.3 Past Practices:** Rules, regulations, policies and practices which are in effect at the time of this
- 2076 Agreement that affect the rights and obligations of bargaining unit members shall not be modified
- 2077 without prior consultation with CSEA.

2078 **ARTICLE 20**

2079 **CONCERTED ACTIVITIES**

- 2080
- 2081
- 2082 **20.1** Apart from, and in addition to, existing legal restrictions upon work stoppages, neither bargaining
- 2083 unit members, CSEA, or its officers, officials, agents or representatives, shall incite, encourage or
- 2084 participate in any strike, walkout, slowdown, picketing or other work stoppage of any nature
- 2085 whatsoever, against the District during the life of the Agreement for any cause of dispute
- 2086 whatsoever, including, but not limited to, disputes which are subject to any grievance procedure,
- 2087 disputes concerning matters not mentioned in this Agreement, disputes with other labor
- 2088 organizations, persons or employers, jurisdictional disputes, or compliance with the request of other
- 2089 labor organizations to engage in such activity.
- 2090
- 2091 **20.2** In the event that any of the occurrences prohibited by the preceding paragraph takes place,
- 2092 bargaining unit members, CSEA, and its officers, agents, representatives, and responsible officials,
- 2093 shall immediately and publicly disavow such action as unauthorized and use all power within their
- 2094 authority to end or avert such action at the earliest possible time and bargaining unit members,
- 2095 CSEA and its officers, agents, representatives, and responsible officials shall not honor any picket
- 2096 line set up under any circumstances.
- 2097
- 2098 **20.3** Any unit member hereunder engaging in or assisting in any of the activities prohibited by Section
- 2099 20.1 above shall be subject to discipline or discharge as determined by the District.

## ARTICLE 21

### NEGOTIATIONS

- 21.1 Notification and Public Notice:** If either party desires to alter or amend this Agreement, it shall, not less than one hundred eighty (180) days prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled. It is the intent of the parties to fulfill the requirements of Government Code 3543.7. Should the request be made after the above mentioned date, the request to bargain shall not be unduly denied.
- 21.2 Commencement of Negotiations:** Within five (5) days of satisfaction of the public notice requirement, and no later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 21.3 Release Time for Negotiations:** CSEA Negotiation Team members shall be given reasonable release time to participate in negotiations. Prior to the commencement of negotiations for any successor agreement, CSEA and the District shall meet to discuss a reasonable amount of reassigned time for a reasonable number of negotiation team members.
- 21.4 Agreement of Parties:** This Agreement contains the agreement of the parties as to all existing matters. It is agreed that the District and CSEA will support the terms of this Agreement during the life of this Agreement and will not seek change or improvement on any matters subject to the meet and negotiation process except by mutual agreement.
- 21.5 Reopener Clause:** Articles may be opened by mutual agreement between the parties.

2127 **ARTICLE 22**

2128

2129 **DURATION**

- 2130
- 2131 **22.1 Length of Agreement:** The length of this Agreement shall be from July 1, 2021, to June 30, 2024,
- 2132 and shall continue from year to year thereafter unless alteration or amendment is requested in
- 2133 writing in accordance with Article 21.
- 2134
- 2135 **22.2** Except as specified in Article 21.5, the Agreement constitutes the entire agreement between the
- 2136 parties and concludes meeting and negotiating on subjects dealing with hours of employment and
- 2137 other conditions of employment for the term of this Agreement.

2138 **ARTICLE 23**

2139

2140 **DEFINITIONS**

2141

2142 **23.1** “Alternative Work Schedule” is either a 4/10, 9/80 or 36/4 work schedule.

2143

2144 4/10 – See Article 7.1.2 of this agreement.

2145 9/80 – A schedule that provides for eight 9 hour and one 8 hour workday within a 10 day

2146 period, with the 10<sup>th</sup> day off. The 10<sup>th</sup> day can be alternating Mondays or Fridays, as

2147 determined by the department.

2148 36/4 – A schedule that provides for four 9 hour workdays and one 4 hour workday in the

2149 workweek.

2150

2151 **23.2** “Anniversary date” is the date upon which a unit member is granted salary step advancement earned

2152 by completion of a required period of service.

2153

2154 **23.3** “Classification” is any group of positions sufficiently similar in duties, responsibilities, and

2155 authority that the same job title, minimum qualifications, and salary range are appropriate for all

2156 positions in a class.

2157

2158 **23.4** “Classification description” is the description of the duties, responsibilities, minimum

2159 qualifications, and authority of positions in a class.

2160

2161 **23.5** “Demotion” is a change in assignment of a unit member from a position in one classification to a

2162 position in another classification that is allocated to a lower maximum salary rate.

2163

2164 **23.6** “Differential” is a salary allowance in addition to the basic rate or schedule based upon hours of

2165 employment.

2166

2167 **23.7** “Discuss” is meeting and exchanging ideas without negotiations.

2168

2169 **23.8** “Employee” shall mean bargaining unit member.

2170

2171 **23.9** “Fiscal year” is July 1<sup>st</sup> through June 30<sup>th</sup>.

2172

2173 **23.10** “Health and Welfare Benefits” means any form of insurance or similar benefit programs, which

2174 may include but not be limited to, medical, hospitalization, surgical, prescription drug, dental,

2175 optical, psychiatric, life, or long-term disability.

2176

2177 **23.11** “Hire date” is the date of first paid service as a regular classified unit member.

2178

2179 **23.12** “Hourly Rate” is determined by dividing the monthly rate provided in the CSEA contract by 168

2180 and the results carried by three (3) decimal places and rounded off.

2181

2182 **23.13** “Incumbent” is a unit member assigned to a position and who is currently serving in or on leave

2183 from the position.

2184

2185 **23.14** “Industrial accident or illness” is an injury or illness arising out of or in the course of employment

2186 in the District.

- 2187 **23.15** “Location” is defined as any internal operating unit within one of the following: Irvine Valley  
2188 College, District Services, Saddleback College, and ATEP.  
2189
- 2190 **23.16** “Longevity” is years of service with the District regardless of change in position.  
2191
- 2192 **23.17** “Medical Insurance” refers to the existing District medical PPO and HMO programs.  
2193
- 2194 **23.18** “Notice” means whenever notice is required under this Agreement and no form of notice is  
2195 otherwise designated, notice to the District shall be delivered in writing to the Office of the  
2196 Chancellor and the Office of the Vice Chancellor of Human Resources, and notice to CSEA shall  
2197 be written notice delivered to the President of the local chapter.  
2198
- 2199 **23.19** “Permanent employee” is a regular unit member who successfully completes an initial probationary  
2200 period, which shall not exceed twelve (12) working months of service beyond the initial date of  
2201 employment.  
2202
- 2203 **23.20** “Probationary employee” is a unit member who will become permanent upon completion of a  
2204 prescribed probationary period.  
2205
- 2206 **23.21** “Progressive discipline” enables supervisors to assist employees to meet performance standards  
2207 and adhere to established rules, procedures, and expectations of acceptable job behavior prior to  
2208 imposing a disciplinary penalty of suspension, demotion, or dismissal. Progressive discipline  
2209 should be administered in an objective, consistent, reasonable, and confidential manner.  
2210
- 2211 **23.22** “Promotion” is a change in the assignment of a unit member from a position in one classification  
2212 to a vacant position in another classification with a higher maximum salary rate.  
2213
- 2214 **23.23** “Safety conditions of employment” means any work-related condition affecting the health, safety,  
2215 or welfare of the unit member.  
2216
- 2217 **23.24** “Salary rate” is a specific amount of money paid for a specific period of service.  
2218
- 2219 **23.25** “Salary schedule” is a series of salary steps and ranges which comprise the rate of pay for all  
2220 classifications.  
2221
- 2222 **23.26** “Salary step” is one of the salary levels within the range of rates for a classification.  
2223
- 2224 **23.27** “Seniority for Purposes of Layoff” is based upon Board approved hire date within each unit  
2225 member’s classification plus higher classifications.  
2226
- 2227 **23.28** “Short-term employee” means any person who is employed to perform a service for the District.  
2228
- 2229 **23.29** “Substitute employee” means any person employed to replace a classified person who is  
2230 temporarily absent from duty.  
2231
- 2232 **23.30** “Substitute Rate” shall be computed at step 1 on the salary schedule.  
2233
- 2234 **23.31** “Transfer” is a move from a unit member’s current location, operating unit, or shift to another  
2235 location within South Orange Community College District within the unit member’s same  
2236 classification.

- 2237 **23.32** “Uniforms” means any clothing of a particular color, design, pattern, or style required to be worn  
2238 by the District.  
2239
- 2240 **23.33** “Vacancy” means a position that is funded, open, and for which the District is actively recruiting,  
2241 planning recruitment, or for which a recruitment has recently failed. See also Title 5 C.C.R. 53021.  
2242
- 2243 **23.34** “Voluntary demotion” is a demotion agreed to in writing by the unit member and the District.  
2244
- 2245 **23.35** “Working day” means any day the District Administrative Offices are open for business.  
2246
- 2247 **23.36** “Working hours” means all hours in a paid status.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 7<sup>th</sup> day of September, 2021.

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

CALIFORNIA SCHOOL  
EMPLOYEE ASSOCIATION  
CHAPTER 586

Signature on File

**Kim Widdes**

Executive Director, Human Resources

Signature on File

**Scott Greene**

President, CSEA

Signature on File

**Karen Dubert**

Director, Employee Relations & Title IX  
Compliance

Signature on File

**Melissa Klimowicz**

Chief Union Steward, Chapter 586

Signature on File

**Davit Khachatryan**

Vice President, College Administrative  
Services

Signature on File

**Gabrielle Landingham**

Negotiating Team Member

Signature on File

**Penny Skaff**

Dean, Counseling Services

Signature on File

**Dean LeBeau**

Negotiating Team Member

Signature on File

**Cindy Vyskocil**

Vice Chancellor, Human Resources

Signature on File

**Matt Phutisatayakul**

CSEA Labor Relations Representative

Signature on File

**Cory Wathen**

Vice President, College Administrative

Signature on File

**Cora Swanson**

1<sup>st</sup> Vice President

**APPENDIX A**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**2021 - 2024 CLASSIFIED SALARY SCHEDULE**

***SEE DISTRICT WEBSITE***

**APPENDIX B**

**BARGAINING UNIT CLASSIFICATIONS, SALARY RANGE, AND LISTING OF  
POSITION TITLES  
July 1, 2021**

***SEE DISTRICT WEBSITE***