

# California School Employees Association Chapter 420



## Yosemite Community College District



W W W . Y O S E M I T E . E D U

Agreement  
July 1, 2019 – June 30, 2022  
(2020 Negotiated Amendments)



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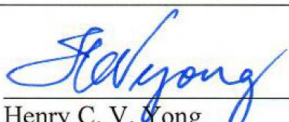

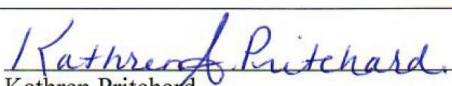

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## SIGNATURES

Representatives of the Yosemite Community College District (“District”) and the California School Employees Association (“CSEA”), and it’s YCCD Chapter 420, having reached this agreement on June 27, 2019, hereby confirm ratification by CSEA Chapter 420 on July 29, 2019, and approval of the YCCD Board of Trustees on July 10, 2019.

 Henry C. V. Fong YCCD Chancellor	 Sherri Suarez CSEA Chapter 420 President/ Negotiations Chair
 Kathren Pritchard Director of Human Resources	 Carol Black CSEA Labor Relations Representative

## **ARTICLE 1: AGREEMENT**

**1.1 AGREEMENT** - This Agreement is made and entered into between the Yosemite Community College District (“Yosemite CCD” or “District”), and its Yosemite Community College District California School Employees Association, Chapter 420 (“CSEA Chapter 420”).

1.1.1 This Agreement between the District and CSEA Chapter 420 is entered into in accordance with Chapter 10.7 (commencing with §3540) of Division 4 Title I of the California Government Code.

**1.2 TERM AND RENEGOTIATION** - This Agreement shall become effective upon ratification by the CSEA Chapter 420 members and adoption by the Yosemite CCD Board of Trustees. The term of this agreement shall be July 1<sup>st</sup>, 2019– June 30<sup>th</sup>, 2022 and shall continue in effect until modified.

1.2.1 If either party desires to amend or modify this agreement, it shall provide to the other party written notice of its intent; this notice shall occur annually during October 1<sup>st</sup> through November 15<sup>th</sup>.

1.2.1.1 During each fiscal year, the parties may reopen negotiations on salary and/or fringe benefits.

1.2.1.1.1 During each of the first two fiscal years, each party may reopen negotiations on two (2) articles of their choice. The parties may also mutually agree to reopen any additional article(s).

1.2.2 During the third year of this agreement, the parties shall negotiate a successor contract to include wages, benefits and all articles.

1.2.3 Negotiations shall be scheduled at a mutually acceptable time and place no later than thirty (30) calendar days following the public hearing.

1.2.4 At any time other than October 1<sup>st</sup> through November 15<sup>th</sup>, with mutual agreement of the parties, negotiations may be opened with written notice of the intent.

1.2.5 CSEA Chapter 420 and the District shall negotiate any board policy and/or procedure within the scope of bargaining.

**1.3 NEGOTIATIONS** - CSEA Chapter 420 Negotiations Team shall be provided release time for the purpose of negotiations.

1.3.1 Either party may utilize the services of an outside consultant to assist in the negotiations process.

**1.4 PREPARATION AND DISTRIBUTION OF AGREEMENT** - The District shall provide one (1) copy of this agreement to each bargaining unit member.

1.4.1 The District and CSEA shall share equally in the duplicating costs related to the preparation and distribution of this Agreement.

**1.5 SAVINGS PROVISION** - If any provision(s) of this agreement is in violation of the law, such provision(s) shall be null and void. All other provisions shall continue in full force and effect.

1.5.1 If any provision of this Agreement is severed by a court or administrative agency of competent jurisdiction, the parties shall meet within thirty (30) calendar days to attempt to modify the severed provision to comply with the decision.

1.5.2 If such action takes place ninety (90) days or less prior to the next scheduled negotiations, the parties shall defer attempts to modify the severed provision until the next scheduled negotiations.

## **ARTICLE 2: DISTRICT RIGHTS**

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**2.1 DISTRICT RIGHTS** - It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the business of the District to the full extent of the law unless limited by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

**2.2** In cases of emergency, however, the District may take reasonable action which might otherwise amend this Agreement for the duration of the emergency. Before taking such action, the District must make every reasonable effort to consult with CSEA Chapter 420 concerning what appropriate action should be taken.

2.2.1 An emergency shall be defined as an unforeseen set of circumstances and/or natural disasters that would constitute imminent danger to personnel and property.

## **ARTICLE 3: ASSOCIATION RIGHTS**

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**3.1 ASSOCIATION RIGHTS** - The District and CSEA recognize the right of employees to form, join, and participate in the lawful activities of employee organizations. CSEA Chapter 420 shall be permitted:

3.1.1 Access to bargaining unit members without interfering with employers'/employees' work.

3.1.2 Use, without charge, of designated institutional bulletin boards, mailboxes and communication systems, for the posting or transmitting of information or notices.

3.1.3 Use, without facility use charge, of institutional facilities and buildings, when not otherwise in use. Requests for each use shall be submitted pursuant to District procedures.

3.1.4 The right to be supplied with an employment date roster of all bargaining unit members within three (3) months of the effective date of this Agreement and once a year thereafter on July 31<sup>st</sup>.

3.1.5 Receive two (2) copies of public Board of Trustees agenda packet 72 hours prior to the scheduled meeting date of the Board of Trustees in compliance with the public disclosure requirements.

3.1.6 Receive two (2) copies of the CCFS-311 (Community College Financial Statement) report and two (2) copies of legally required budgets provided to the Board of Trustees during the annual budget adoption process.

**3.2 CHAPTER PRESIDENT RELEASE TIME** The CSEA, Chapter 420, President shall be provided with release time of up to ten (10) hours per week as necessary to conduct Chapter business. Scheduling of release time shall be subject to mutual agreement of the CSEA, Chapter 420, President and the Vice Chancellor of Human Resources or designee in consultation with the respective manager. Should release time create the need for overtime, the overtime will be processed through Human Resources. Attendance at District-required meetings as CSEA representative is in addition to the release time.

**3.3 UNION STEWARD RELEASE TIME** - Release time for designated union stewards for assisting/representing bargaining unit members.

3.3.1 CSEA, Chapter 420, shall designate a corps of union stewards from among members of the classified bargaining unit during:

3.3.1.1 Meetings scheduled by the District involving discussion of written performance evaluations, processing of grievances, discussion of a written reduction in force notice and disciplinary proceedings, or

3.3.1.2 Meetings scheduled by the District involving other subject matter which, during the course of discussion, turn to items identified in paragraph 3.3.1.1 above, or

3.3.1.3. Meetings requested by either party on any other matter subject to mutual agreement.

3.3.2 Bargaining unit members requesting assistance of a union steward shall contact the CSEA, Chapter 420, President/designee. The Chapter president/designee shall approve the assignment of a union steward.

3.3.3 The District shall provide release time to all officially designated job stewards to provide representation and assistance to bargaining unit members. Under normal circumstances, release time shall be provided for one union steward per meeting.

3.3.4 CSEA, Chapter President/designee will annually provide a list of officially designated stewards to the District Vice Chancellor of Human Resources. The District shall provide a list of designated union stewards to their immediate management supervisors. The District shall inform managers of this process and request that union stewards be provided an opportunity to perform their functions.

**3.4 CHAPTER RELEASE TIME** - The District shall provide CSEA Chapter 420 with up to twenty-five (25) days of paid leave during each year of this Agreement to attend to Chapter business, such as:

3.4.1 The District shall provide CSEA Chapter 420 with paid release time for up to five (5) chapter elected delegates to attend the CSEA annual State Conference.

3.4.2 The CSEA Chapter 420 President/designee shall authorize bargaining unit members eligible to utilize this leave.

3.4.3 A bargaining unit member shall inform his/her immediate management supervisor of utilization of a CSEA Chapter 420 leave. A District leave request, with an attached CSEA Chapter 420 authorization form, shall be submitted as soon as practicable.

3.4.3.1 The Chapter President/designee shall authorize use of this leave on the appropriate CSEA Chapter 420 form.

3.4.4 CSEA Chapter 420 will reimburse the District for the actual cost incurred for replacing a bargaining unit member on CSEA chapter leave.

3.4.5 CSEA chapter leave is not cumulative from one (1) year to the next.

3.4.6 Up to four (4) hours per month for Executive Board members to attend Executive Board and chapter meetings occurring during normal business hours.

**3.5 COMMITTEE REPRESENTATION** – CSEA, Chapter 420, and the District hereby agree as follows:

3.5.1 Each College Council shall include at least one classified unit member to be selected by CSEA, Chapter 420 President/designee. Notification of all vacancies on College Council shall be forwarded to the CSEA President/designee by the District.

3.5.2 Participation by CSEA, Chapter 420, on the District Council shall include at least two (2) representatives with, whenever possible, one (1) member from MJC/Central Services and the other from Columbia College. Notification of all vacancies on District Council shall be forwarded to the CSEA President/designee by the District.

3.5.3. Classified representation on personnel selection committees for Administrative, Leadership and Classified vacancies shall include at least two (2) classified representatives. Human Resources shall notify the CSEA President/designee of the need for representatives. This representation is to be selected and/or approved by CSEA, Chapter 420 President/designee.

3.5.4 CSEA Chapter President/designee shall appoint classified representatives to serve on a task force, committee, or other governance group, as CSEA representatives. Appointees shall serve as advocates for classified employees and as liaisons between the committee and the CSEA Chapter 420. Additional classified employees may serve on these committees, outside of CSEA appointments, to contribute their expertise or as required by their job duties.

3.5.5 Time spent on committee duties shall be considered time worked and shall not result in overtime.

**3.6 RATIFICATION LEAVE** - Bargaining unit members shall be released from duty up to one (1) hour for the purpose of attending a contract ratification/proposal approval meeting. The release time shall be granted only if the meeting falls within the bargaining unit member's working hours and if the time does not conflict with the needs of the District.

**3.7 CREATION OF NEW JOB CLASSIFICATION** - The parties agree on the following procedure:

3.7.1 The District Vice Chancellor of Human Resources shall notify the CSEA Chapter 420 President/designee in writing of a new bargaining unit job classification. The notice shall include the proposed job description and salary range placement. The CSEA President/designee shall notify the district within five (5) working days of the union's request to negotiate the job description, salary and placement.

## **ARTICLE 4: ORGANIZATIONAL SECURITY**

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### **4.1 MEMBERSHIP AND DUES DEDUCTION**

4.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires in response to anyone asking about Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US \_ (2018). The letter will express the District's desire to cooperate with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain the effects of Janus decision.

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

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

### **4.2 DUES DEDUCTION**

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

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

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

4.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

### **4.3 MEMBERSHIP INFORMATION**

4.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

4.3.2 The District shall comply with federal and state laws in response to any Public Records Act requests for work email addresses for bargaining unit members pursuant to federal and/or state laws.

#### **4.4 HOLD HARMLESS PROVISION**

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

## **ARTICLE 5: EMPLOYER/EMPLOYEE RELATIONS COMMITTEE**

**5.1 EMPLOYER/EMPLOYEE RELATIONS COMMITTEE** - There shall be a committee established consisting of not less than two (2) or more than four (4) members appointed by the Chapter President/designee and not less than two (2) or more than four (4) members appointed by the District.

**5.2** The sole purpose of the committee is to maintain a channel of communication between the District and the Chapter and thus provide a forum for discussion between the parties on areas pertinent to employer-employee relations.

**5.3** The committee shall meet on a monthly basis. The number of meetings may be increased or decreased by mutual agreement.

**5.4** The committee shall establish a monthly agenda and shall maintain appropriate records of scheduled committee meetings.

**5.5** The District and the Chapter agree that it is not the intent of this Article to change the provisions of this Agreement nor does this Article supersede the purpose and intent of negotiations.

## **ARTICLE 6: DISCRIMINATION & NON-RETALIATION**

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**6.1 DISCRIMINATION PROHIBITED** - No bargaining unit member shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment because of his/her political opinion or affiliations, union affiliation, ethnic group identification, race, color, religion, gender, gender identity, gender expression, national origin, ancestry, age, genetic information, physical disability, mental disability, medical condition, status as a military veteran, marital status, sex, sexual orientation, or any other legally protected category.

**6.2 NON RETALIATION** - Bargaining unit members are encouraged to report suspected incidents of unlawful activities by District employees in the performance of their duties. Reports are to be made to the bargaining unit member(s) immediate management supervisor and/or through the appropriate chain of command. The reports may be made in writing. Bargaining unit members may request the assistance of CSEA. Bargaining unit members who, in good faith, report such activities and/or assist the District in the investigation shall be protected from retaliation.

6.2.1 Bargaining unit members are encouraged to report suspected incidents of violations of this agreement and/or Yosemite CCD Board Policies/Procedures. Bargaining unit members who, in good faith, report such activities and/or assist the District in the investigation shall be protected from retaliation.

**6.3** All allegations of retaliation shall be investigated promptly and with discretion, and all information obtained shall be handled on a "need to know" basis. At the conclusion of an investigation, as appropriate, remedial and/or disciplinary action shall be taken where the allegations are verified and/or otherwise substantiated.

**6.4** The District shall not tolerate retaliation, and shall take whatever action may be needed to prevent and correct activities that violate this provision, including discipline of those who violate it up to and including termination.

## **ARTICLE 7: DISCIPLINE**

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**7.1 DISCIPLINE** - No bargaining unit member shall be disciplined because of his/her political affiliation, religion, race, color, gender, gender identity, age, disability, national origin or ancestry, marital status, veteran status, sexual orientation or medical condition.

**7.2 RIGHT OF REPRESENTATION** - The bargaining unit member has the right to CSEA representation in discipline matters. The bargaining unit member has the right to stop a meeting that could lead to discipline and request CSEA representation. If representation is requested, the meeting shall be rescheduled within five (5) working days to allow for CSEA representation.

**7.3 ADMINISTRATIVE LEAVE** - Any permanent bargaining unit member may be placed on administrative leave from duty with pay pending a determination of whether or not discipline shall be recommended by the Vice Chancellor of Human Resources.

7.3.1 Emergency Situations: If a bargaining unit member's continued presence constitutes a danger or jeopardizes the welfare of the bargaining unit member, other staff and/or students or threatens to disrupt the educational program, the Vice Chancellor of Human Resources or designee may immediately place the bargaining unit member on paid administrative leave.

**7.4 COMPULSORY LEAVE – SEX OR NARCOTICS OFFENSES** – Any permanent bargaining unit member charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 87010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 87011, may be placed on compulsory leave of absence pending a final disposition of such charges.

7.4.1 Any permanent bargaining unit members placed on compulsory leave shall continue to be paid his/her regular salary during such leave.

**7.5 CAUSE FOR DISCIPLINARY ACTION** - One (1) or more of the following causes shall be grounds for disciplinary action which could include, involuntary demotion, suspension or termination of any permanent bargaining unit member:

- 7.5.1 Unauthorized absences
- 7.5.2 Chronic, unexcused tardiness
- 7.5.3 Verified abuse of sick leave or other leaves
- 7.5.4 Willful damage or misuse of District property
- 7.5.5 Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public
- 7.5.6 Sexual Harassment
- 7.5.7 Willful or persistent violation of Federal or State Law or District policies and administrative procedures
- 7.5.8 Conviction of a felony
- 7.5.9 Conviction of any crime involving moral turpitude

- 7.5.10 Dishonest acts related to employment with the District including but not limited to misappropriation of District Property
- 7.5.11 Physical or mental condition unfitting him/her for service as determined by a qualified health care professional
- 7.5.12 Incompetence
- 7.5.13 Insubordination
- 7.5.14 Carelessness, inefficiency or negligence in the performance of duty
- 7.5.15 Failure to maintain licenses or certificates required by law for the job
- 7.5.16 Unauthorized use, possession or being under the influence of alcohol or controlled substances on District property or while on duty
- 7.5.17 Failure to disclose material facts on application forms or employment records concerning material matters
- 7.5.18 Offering and/or accepting anything of value or service in exchange for and/or granting of special treatment in connection with employment to another employee or to any member of the District staff or the public
- 7.5.19 Abandonment of position

**7.6 TIME LIMITATIONS** - Disciplinary action shall not be initiated against a permanent bargaining unit member, for any cause prior to the bargaining unit member becoming permanent, nor based on information that is more than two years old.

**7.7 DISCIPLINARY PROCESS** - The following progressive steps of discipline shall be used and the discipline shall be appropriate for the offense. Progressive discipline shall be followed commencing with step one (1), until a satisfactory resolution has been reached. Progressive discipline may be initiated at a higher step due to the seriousness of the offense.

7.7.1 Nothing shall preclude the immediate management supervisor from having informal conversations with the bargaining unit member to address conduct and performance concerns prior to initiating the formal disciplinary process.

7.7.2 The bargaining unit member may request CSEA representation at each step in the formal discipline process.

7.7.3 Information of derogatory nature shall not be placed in the bargaining unit member(s) personnel file until s/he is given written notice. (See Article 9.1.1)

**7.8 FORMAL WARNING** - Step one (1) of progressive discipline; formal conference with the immediate management supervisor.

7.8.1 A bargaining unit member shall be verbally counseled by his/her immediate management supervisor about expected conduct and performance relative to his/her job description, specific responsibilities and expectations. Training, where appropriate, shall be provided.

7.8.2 A record of this conference and timelines for improvement shall be retained by the immediate management supervisor and a copy given to the bargaining unit member. No copy of these written records shall be made a part of the bargaining unit member's personnel file unless included in subsequent disciplinary correspondence.

7.8.3 Failure to meet conduct and/or performance expectations as described in step one (1) may result in discipline progression to step two (2).

**7.9 WRITTEN REPRIMAND** - Step two (2) of progressive discipline. Written documentation placed into the Human Resources personnel file identifying performance or conduct issues.

7.9.1 The immediate management supervisor shall meet with the bargaining unit member to present and discuss the written reprimand.

7.9.1.1 The written reprimand shall include the cause(s) for disciplinary action and the acts or omissions that constitute the cause. The written reprimand shall include the directives for improvement, specific timelines for improvement, and outline the consequences of failure to improve. Documentation upon which the disciplinary action is based shall be attached to the written reprimand.

7.9.1.2 The bargaining unit member may submit a written response within fifteen (15) working days of receipt of the written reprimand. This timeline may be extended by mutual agreement. Responses shall be submitted to the Vice Chancellor of Human Resources. A copy of the response shall be provided to the immediate management supervisor by the Vice Chancellor of Human Resources.

7.9.1.3 The written reprimand and the bargaining unit member's response, if any, shall be placed in the bargaining unit member's Human Resource personnel file. Within five (5) working days of submitting the response, the bargaining unit member may request a meeting with the Vice Chancellor of Human Resources or designee to review and discuss the written reprimand and/or response.

7.9.1.4 Failure to meet conduct and/or performance expectations as described in step two (2) may result in progression to step three (3).

**7.10 SUSPENSION** - Step three (3) of progressive discipline which may result in leave for a specified period of time.

7.10.1 A bargaining unit member may be suspended without pay and is entitled to an appeal hearing (See Article 7.14 through 7.20)

**7.11 INVOLUNTARY DEMOTION** - Step four (4) of progressive discipline: Placement in a lower classification which shall result in a reduction of wages. Bargaining unit member is entitled to an appeal hearing. (See Article 7.14 through 7.20)

**7.12 TERMINATION** - Step five (5) of progressive discipline: Release from District employment. Bargaining unit member is entitled to an appeal hearing. (See Article 7.14 through 7.20)

**7.13 DISCIPLINARY PROCEDURE** - The bargaining unit member shall receive written notice of suspension, involuntary demotion or termination.

7.13.1 The written notice of proposed disciplinary action shall include the cause(s) for such action, the acts or omissions that constitute the cause(s) and the effective date of the action.

7.13.2 Documentation upon which the notice is based shall be attached to the written notice.

7.13.3 A complete copy the written notice of proposed disciplinary action shall be sent to the President of CSEA Chapter 420/designee.

7.13.4 The written notice shall also inform the bargaining unit member of his/her right to respond orally or in writing, within ten (10) working days of the notice, at a pre-disciplinary meeting ("Skelly") with the Vice Chancellor of Human Resources or his/her designee.

7.13.5 The Vice Chancellor of Human Resources /designee shall consider any response submitted and notify the bargaining unit member in writing within fifteen (15) calendar days of his/her final decision.

7.13.6 In matters involving suspension, involuntary demotion, or a termination, the written notice of proposed discipline shall also inform the bargaining unit member of the right to appeal the disciplinary action at a hearing and shall enclose a form to be used to request such a hearing.

7.13.7 Time limits may be altered by mutual written agreement between CSEA Chapter 420 and the District.

**7.14 APPEAL HEARING PROCEDURE** - A bargaining unit member served with a notice of a suspension, involuntary demotion, or termination shall be entitled to appeal the disciplinary action at a hearing.

**7.15 REQUEST FOR HEARING** - The request for hearing shall be filed on the District provided form within five (5) working days of proof of service of the notice of disciplinary action. (Proof of service is deemed completed at the time of deposit in the U.S. Mail or personal delivery.)

7.15.1 Failure to request a hearing within five (5) working days of the date of the notice shall be a waiver of a right to a hearing unless the time is extended by mutual agreement between District & CSEA.

**7.16 HEARING AUTHORITY AND NOTICE** - The Board of Trustees shall determine whether the hearing shall be conducted before the Board or before a hearing officer.

7.16.1 Within forty five (45) calendar days from receipt of the hearing request, the Hearing Officer shall be selected and hearing calendared by mutual agreement between District and CSEA.

7.16.2 The bargaining unit member shall be given written notice not less than thirty (30) calendar days of the date, time, and place of such hearing.

**7.17 CONDUCT OF THE HEARING** - The bargaining unit member shall attend any hearing, unless excused by the Board or Hearing Officer, and shall be entitled to:

7.17.1 Be represented by council or CSEA

7.17.2 Testify under oath

7.17.3 Compel the attendance of other employee(s) of the District to testify on his/her behalf and cross-examine all witnesses appearing against him/her

7.17.4 Present documents and other evidence

7.17.5 Request that the hearing proceedings be recorded or reported by a stenographic reporter upon payment of an equal share of the cost of such recording and have the recording transcribed upon payment of the cost

7.17.6 Be granted a continuance upon showing of good cause based on a waiver of any award of back pay for the period of the continuance

**7.18 BURDEN OF PROOF** - The District shall carry the burden of proof in support of the disciplinary action.

**7.19 RECOMMENDATION OF THE HEARING OFFICER** - If a Hearing Officer is appointed, a non-binding advisory opinion or recommendation containing findings and conclusions shall be presented in writing to the Board of Trustees. The Board may accept and adopt the findings and conclusions or may review the record or provide for an additional opportunity to be heard.

**7.20 DECISION OF THE BOARD OF TRUSTEES** - The decision of the Board of Trustees shall affirm, reverse or modify the disciplinary action imposed by the Vice Chancellor of Human Resources/designee. The findings and decision of the Board of Trustees shall be final and conclusive on all parties, and not subject to the grievance procedures provided for in this contract.

7.20.1 Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the bargaining unit member and his/her representative.

## **ARTICLE 8: PERFORMANCE/EVALUATION**

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**8.1 DEFINITION OF EVALUATOR** - The immediate management supervisor (no other bargaining unit member(s) or faculty member(s)) is the bargaining unit member's evaluator.

8.1.1 Nothing shall preclude participation in the evaluation process by the bargaining unit member's classified lead as determined by job classification, at the request of the evaluator or bargaining unit member.

8.1.2 Nothing shall preclude participation in the evaluation process by a faculty member within the bargaining unit member's area of assignment having direct contact with and knowledge of his/her responsibilities.

8.1.3 Nothing shall preclude an immediate management supervisor who has been in place less than six (6) months or is serving in an interim capacity from requesting input from the previous immediate management supervisor, if available.

**8.2 PROBATIONARY EMPLOYEES** - Evaluations shall be based upon direct observation by the evaluator. A probationary bargaining unit member shall be formally evaluated during the sixth (6<sup>th</sup>) and eleventh (11<sup>th</sup>) month of the probationary period. If any item in the evaluation is less than competent, the evaluator shall use the evaluation form to include specific written requirements for improvement. A Performance Improvement Plan (PIP) (See Article 8.6) shall not be required during the probationary period. In no event shall the probationary period exceed one (1) year. Nothing shall preclude the District from terminating the employment of a probationary bargaining unit member.

8.2.1 An overall "competent" rating on the final probationary evaluation is necessary for a probationary bargaining unit member to be considered for permanent status in the District.

**8.3 EVALUATION OF PERMANENT EMPLOYEE** - Evaluations shall be conducted by and based upon direct observation by the evaluator. A permanent bargaining unit member shall have a formal, written evaluation once every two years. Subsequent evaluations shall be scheduled based on the date of the previous regularly scheduled evaluation. The evaluation meeting shall be held within thirty (30) calendar days before or after the regularly scheduled evaluation date. In the event the evaluator fails to complete the evaluation by the required date, the bargaining unit member's performance shall be deemed competent for that period except as provided in sections 8.3.1 & 8.3.2 below. A subsequent evaluation shall be completed in one year.

8.3.1 In the event of a position change due to promotion, lateral transfer, district initiated lateral transfer, or voluntary demotion, the immediate management supervisor shall perform a formal written evaluation for the bargaining unit member at six (6) months. Subsequent evaluations shall be scheduled every two years from the date of this six (6) month evaluation.

8.3.2 If the bargaining unit member is not available for the evaluation meeting due to an extended absence, the evaluator shall complete the evaluation and submit the

form to Human Resources. Human Resources shall inform the CSEA President of the postponed evaluation. The evaluation meeting shall be scheduled and completed upon the bargaining unit member's return to work.

8.3.3 If the bargaining unit member is currently working in a Temporary Out of Class assignment and is due for their regularly scheduled biennial evaluation, the evaluation will be completed by the permanent manager in collaboration with the Temporary Out of Class manager.

8.3.4 If the evaluator is not available for the evaluation meeting due to an extended absence, the meeting shall be scheduled and completed upon the evaluator's return. A postponed evaluation not completed within ninety (90) calendar days of the evaluation due date shall be deemed a competent evaluation. (See Article 8.3)

**8.4 PRESENTATION OF EVALUATION** - The bargaining unit member must receive and be able to review the completed evaluation and secure CSEA representation at least twenty-four (24) hours prior to the evaluation conference.

**8.5 DISCUSSION OF EVALUATION** - Any formal, written evaluation shall be discussed in a meeting between the evaluator and the bargaining unit member. No evaluation shall be placed in a bargaining unit member's personnel file until there has been a conference between the bargaining unit member and the evaluator. If the overall rating in the evaluation is less than competent, the bargaining unit member may request CSEA Representation. If the bargaining unit member is unable to secure CSEA representation s/he has the right to reschedule the evaluation conference not to exceed and additional five (5) working days. To the extent that a subsequent evaluation is necessary, the bargaining unit member shall be informed of the approximate date of the next evaluation during the evaluation meeting.

8.5.1 Upon completion of the evaluation meeting, the evaluator shall provide the bargaining unit member with a signed copy of the evaluation form.

**8.6 PERFORMANCE IMPROVEMENT PLAN** – The primary purpose of the Performance Improvement Plan (PIP) is to improve performance. If any item on the evaluation is less than competent, the evaluator shall provide the bargaining unit member with a PIP. The PIP shall be attached to the evaluation and submitted to Human Resources.

8.6.1 A follow up meeting shall be scheduled no sooner than thirty (30) calendar days and no later than ninety (90) calendar days after the bargaining unit member has been provided the PIP, to assess the progress of the items identified in the PIP.

8.6.1.1 The evaluator shall provide the bargaining unit member with a written assessment on issues identified in the PIP.

8.6.1.2 The bargaining unit member must receive and be able to review the written assessment and secure CSEA representation at least twenty-four (24) hours prior to the follow up meeting. The written assessment shall be forwarded to Human Resources and attached to the evaluation.

8.6.2 An additional formal evaluation may be scheduled by the evaluator within ninety (90) calendar days of the follow up meeting (see Article 8.6.1).

8.6.3 Additional formal evaluations may only be scheduled by the evaluator after consultation with the Vice Chancellor, Human Resources.

8.6.4 If the immediate management supervisor determines that improvements are needed in work performance, s/he may implement a PIP outside the regular evaluation timelines.

8.6.4.1 Unsatisfactory completion of the PIP may result in the document being placed in the bargaining unit member's personnel file and could lead to disciplinary action. The bargaining unit member may respond pursuant to Article 8.8.

**8.7 KEPT IN PERSONNEL FILE** - Completed evaluations shall be retained in the bargaining unit member's personnel file at the District Office.

**8.8 EVALUATION RESPONSE** - The bargaining unit member may write a response to the evaluation. The response shall be submitted, within fifteen (15) working days of the evaluation meeting, to the Vice Chancellor of Human Resources. The bargaining unit member's response shall be attached to the evaluation in his/her personnel file. A copy of the response shall be sent to the manager.

8.8.1 Within fifteen (15) working days of the evaluation meeting the bargaining unit member may request a meeting with the Vice Chancellor, Human Resources, to review the formal evaluation. This meeting shall be scheduled at a mutually convenient time.

**8.9 GRIEVABILITY** - The content of evaluation documents and PIP's are not subject to grievance; however, the procedures outlined in Article 8 are grievable.

## **ARTICLE 9: PERSONNEL FILES**

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**9.1 PERSONNEL FILES** - A bargaining unit member shall be permitted to view, upon request and reasonable notice, his/her personnel file in the District's Human Resources Office during normal business hours.

9.1.1 Information of a derogatory nature shall not be entered or filed in the bargaining unit member's personnel file until s/he is given written notice. Following notice, the bargaining unit member shall have fifteen (15) working days to review and attach his/her comments.

9.1.1.1 Derogatory materials placed in a bargaining unit member's personnel file shall contain the date on which the material was originated and the name of the person who originated the document.

9.1.2 A bargaining unit member may request copies of any District related documents in his/her personnel file without charge; other documents may be copied for a fee.

9.1.3 All personnel files are confidential and shall be available for review only when necessary for the proper administration of the District's affairs.

9.1.3.1 Personnel files shall be available for review by a CSEA representative when authorized in writing by the bargaining unit member.

9.1.4 The District shall maintain a dated log of the persons who have reviewed a personnel file. The log shall be maintained in the bargaining unit member's personnel file.

9.1.5 The substance of materials contained in any personnel file shall not be subject to the Grievance Procedure contained in this Agreement. However, a violation of the procedures contained in this Article may be subject to review under that procedure.

## **ARTICLE 10: SENIORITY**

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**10.1 SENIORITY FOR NEW EMPLOYEES** – Seniority for new employees will be determined by the first date of work in the classification. Typically, new employees will begin work on the first Monday following Yosemite CCD Board approval.

10.1.1 If more than one new employee begins work on the same date in the same classification, seniority will be determined by lot.

**10.2 SENIORITY FOR CURRENT BARGAINING MEMBERS** - Seniority for current bargaining unit members whose classification changes due to promotion, voluntary demotion, reclassification, or reorganization will be determined by the first date of work in the new classification. Typically, current bargaining unit members will begin work on the day following Yosemite CCD Board approval.

10.2.1 If more than one current bargaining unit member begins work on the same date in the same classification, seniority will be determined by original District hire date.

10.2.1.1 If two or more bargaining unit members have the same original District hire date, seniority will be determined by lot within the new classification.

10.2.2 Bargaining unit members currently in a classification will maintain their existing seniority above the bargaining unit members new to the classification.

**10.3 SENIORITY LIST** - The District shall maintain an updated seniority list indicating bargaining unit members' class seniority. The list shall be provided to CSEA Chapter 420 President/designee annually no later than July 31<sup>st</sup>. Services performed as a volunteer, student and/or short-term employee shall not be included in seniority computation.

## **ARTICLE 11: DUTY HOURS**

**11.1 WORKWEEK / WORKDAY ASSIGNMENT** - The workday, workweek, and work year of each bargaining unit member shall be established by the District. Each bargaining unit member shall be assigned a minimum number of hours per day, days per week, and months per year at the time of initial employment and upon each permanent change in classification thereafter.

11.1.1 Management shall schedule bargaining unit members for all assignments. Management shall not delegate this authority/responsibility to classified staff or faculty.

11.1.2 The basic workweek of full-time bargaining unit members shall, except as otherwise provided, consist of five (5) consecutive days of not more than eight (8) hours per day and not more than forty (40) hours per week. The workweek may commence on any day of a calendar week and then continue for the five (5) consecutive days.

11.1.3 When a work week of more or less than eight (8) hours per day and/or five (5) consecutive days per week is required for the efficient operation of the district; such proposed change shall be negotiated with CSEA Chapter 420 as to the impact on individual bargaining unit member(s). A bargaining unit member may work an alternate schedule only with the concurrence of the concerned bargaining unit member and CSEA Chapter 420 in the form of a Memorandum of Understanding (MOU).

11.1.3.1 Summer work schedules four (4) days a week, ten (10) hours a day, may, with mutual agreement, continue to exist.

11.1.4 Applicable rest and lunch periods as per Article(s) 11.14 & 11.15 apply to alternate work schedules.

**11.2 SATURDAY OR SUNDAY RE-ASSIGNMENTS** - Bargaining unit members may be reassigned to a regular work schedule which includes a Saturday or Sunday only with written consent of the bargaining unit member(s) and CSEA Chapter 420 in the form of a Memorandum of Understanding (MOU).

**11.3 SWING SHIFT**— A swing shift is defined as an assignment that includes four (4) or more hours after 4 p.m. and before 12 a.m. midnight. (See Article 12.3.1 for shift differential)

**11.4 GRAVEYARD**— A graveyard shift is defined as an assignment that includes four (4) or more hours after 10 p.m. or four (4) or more hours before 6am. (See Article 12.3.2 for shift differential).

**11.5 SHIFT SELECTION**– The filling of shifts within a department due to a vacancy shall be based on bargaining unit member(s) preference according to seniority. In the event no one accepts the shift the least senior bargaining unit member shall be assigned.

11.5.1 Bargaining unit members shall be provided thirty (30) calendar day notice prior to start date of new shift. Upon mutual consent the bargaining unit member may start the new shift prior to the expiration of the thirty (30) calendar day notice.

**11.6 ASSIGNMENT SELECTION** – The scheduling of assignments within a department shall be based on bargaining unit member preference according to seniority and to meet the needs of the District. In the event no one accepts the assignment, the least senior bargaining unit member shall be assigned. Assignments may include, but are not limited to, a specific campus, building, room or specific work detail. To meet the needs of the District, bargaining unit members may be given assignments within their classification on a temporary basis or to meet extenuating circumstances for a period not to exceed forty five (45) calendar days.

**11.7 SHIFTS** – Management shall avoid scheduling bargaining unit members to multiple shifts in any one work week period.

11.7.1 Regularly scheduled shifts shall not be altered for the purpose of avoiding overtime compensation. Overtime shall be compensated in accordance with Article 11.8.

11.7.2 Adjusted hours – Adjusted hours are a temporary change to an established work schedule within a workday or work week, not to exceed 8 hours in a day or 40 hours a workweek. Adjusted hours must be mutually agreed upon by the supervisor and the bargaining unit member and not negatively impact the department.

11.7.2.1 If the District is operating on a 4-10 work schedule, adjusted hours may occur not to exceed 10 hours a day or 40 hours a week.

11.7.2.2 Adjusted hours are not intended to replace the use of vacation, sick, personal necessity leave or overtime/comp time.

**11.8 OVERTIME** - The District retains the right to extend the regular workday and/or workweek (overtime) of any bargaining unit member, providing such bargaining unit member is compensated accordingly.

11.8.1 Overtime is defined as

- A. Work in excess of eight (8) hours a day, or
- B. Work in excess of forty (40) hours a week, or
- C. Any work on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) consecutive day(s) of the bargaining unit member's established work week (See Article 11.9.1.1).

11.8.2 Overtime assignments shall be authorized by the bargaining unit member's immediate management supervisor. (See Article 11.8.4)

11.8.2.1 The bargaining unit member shall have prior authorization from his/her immediate management supervisor before working overtime.

11.8.3 At the beginning of each fiscal year departments shall establish and post a seniority list for overtime assignments which shall include all bargaining unit members.

11.8.4 Overtime shall be assigned on a continuous rotation based on the seniority list (most senior to least senior) based on the minimum needs and qualifications for the assignment. In the event no one accepts the overtime the least senior bargaining unit member shall be assigned.

11.8.5 The immediate management supervisor when assigning overtime shall document the date of acceptance or declination of overtime assignments.

11.8.6 Every effort shall be made to provide a reasonable off duty period between assignments.

11.8.7 Whenever possible, additional hours shall be offered to qualified bargaining unit members prior to being offered to short-term contract employees.

11.8.8 Upon mutual agreement, the District may operate on a 4-10 (4 days per week, 10 hours per day) schedule.

11.8.8.1 During the 4-10 work schedule, overtime is defined as:

- A. Work in excess of ten (10) hours a day, or
- B. Work in excess of forty (40) hours a week, or
- C. Any work on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) consecutive day(s)

**11.9 OVERTIME COMPENSATION** - Overtime hours worked shall be compensated at the bargaining unit member's appropriate rate of pay.

11.9.1 During the 5-8 work schedule overtime as defined in Article 11.8.1 shall be compensated as follows:

11.9.1.1 Time worked on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive day(s) is overtime (1½) for the first eight (8) hours worked each day(s).

11.9.1.2 Time worked in excess of eight (8) hours on the sixth 6<sup>th</sup> and seventh 7<sup>th</sup> consecutive day shall be compensated at double time (2X) the bargaining unit member's regular rate of pay.

11.9.1.3 Any time worked in excess of twelve (12) hours on any day shall be compensated at double time (2X) the bargaining unit member's regular rate of pay.

11.9.2 During the 4-10 work schedule overtime as defined in Article 11.8.8 in excess of ten (10) hours a day or forty (40) hours per week shall be compensated as follows:

11.9.2.1 Time worked on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive day(s) is overtime (1½) for the first ten (10) hours worked each day(s).

11.9.2.2 Time worked in excess of ten (10) hours on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive day shall be compensated at double time (2X) the bargaining unit member's regular rate of pay.

11.9.2.3 Any time worked in excess of twelve (12) hours on any day shall be compensated at double time (2X) the bargaining unit member's regular rate of pay.

**11.10 COMPENSATORY TIME (CTO)** - Compensatory time is paid time off for overtime hours worked compensated at the bargaining unit member's appropriate rate of pay under Article(s) 11.8 and 11.9.

11.10.1 Compensatory time off in lieu of paid compensation shall be the option of the District. Bargaining unit members shall be allowed an opportunity to express a preference for overtime compensation.

11.10.2 Compensatory time earned may not be carried for longer than twelve (12) months from the date earned.

11.10.3 Comp time shall not be accumulated beyond eighty (80) hours. Excess time earned shall be compensated at the appropriate rate.

11.10.4 Compensatory time off may be scheduled by the bargaining unit member with the approval of the immediate management supervisor.

**11.11 EXTRA TIME** - Extra time (time worked beyond assignment) is work assigned to and worked by part-time bargaining unit members in addition to their regular work schedule. Extra time shall be compensated at the bargaining unit member's regular rate of pay. Bargaining unit members are eligible for overtime compensation if they meet the criteria of Articles 11.8 & 11.9.

11.11.1 Whenever possible, extra time shall be offered to qualified part-time bargaining unit members prior to being offered to short-term contract employees.

**11.12 ALTERNATIVE TIME OFF (ATO)** - Alternative time off is provided when a bargaining unit member works their regular shift during an Emergency District/College Closure or Winter Closure. Alternative time off is equivalent to the hours worked.

**11.12 CLASSIFIED STAFF TRAVEL TIME** - Bargaining unit members may request and/or management may assign in-service training activities outside the area.

11.12.1 Time spent by the bargaining unit member in lieu of regular scheduled hours in these activities (including travel) shall be considered hours worked and compensated appropriately.

**11.13 HOLIDAY WORK** - When a bargaining unit member is assigned to work on a designated District holiday, s/he shall be compensated at his/her regular pay for the work day, plus one and a half (1 ½) overtime for hours worked on the holiday (See Article 11.8 and 11.9).

**11.14 REST PERIODS** - Bargaining unit members working four (4) or more hours per day shall normally receive a fifteen (15) minute rest period during each four (4) consecutive hour period of service. The rest period may be scheduled to meet the operational needs of the District.

11.14.1 **Rest Period/Wellness Activity:** Bargaining unit members entitled to two (2) 15-minute rest periods may substitute one 30-minute rest period per day instead of the standard two (2), fifteen (15) minute rest periods for the purpose of participating in a wellness activity.

**11.15 LUNCH PERIODS** - A non-compensated lunch period of not less than thirty (30) minutes or more than sixty (60) minutes shall be provided to bargaining unit members who render service of at least six (6) consecutive hours. The lunch period shall be duty free and scheduled as close as possible to the mid-point of the bargaining unit member's scheduled work day.

11.15.1 Bargaining unit members assigned work on the swing or graveyard shift shall have their thirty (30) minute paid lunch period included within their regular assignment providing that the bargaining unit member works a regular assignment of six (6) or more hours per day.

11.15.1.1 The lunch period shall be duty free and may be scheduled to meet the operational needs of the District. In the event a bargaining unit member is called to duty, interrupting his/her duty free lunch period, s/he shall be allowed to resume his/her lunch period upon returning to work or shall be appropriately compensated.

11.15.2 Bargaining unit members shall have the right to adjust their lunch period for the purpose of attending the monthly CSEA Chapter meetings if the time does not conflict with the needs of the District.

**11.16 WORK SITE CLOSURE** - A bargaining unit member who is excused from work due to work site closure on a regular scheduled workday shall be paid the regular rate of pay for that day. Bargaining unit member with previously approved scheduled leave will use applicable leave during that time.

**11.17 EMERGENCY DISTRICT/COLLEGE CLOSURE** - A bargaining unit member excused from work due to an emergency closure on a regular scheduled workday shall be paid the regular rate of pay for that day. Bargaining unit member with previously approved scheduled leave will use applicable leave during that time.

11.17.1 A bargaining unit member identified by his/her supervisor to perform essential services and works during an emergency closure shall be paid their regular rate of pay for that day and will receive the equivalent hours of accrued

time off. Those who perform essential services and work during an emergency closure beyond their regular schedule shall be paid in accordance with the contract.

**11.17 CHAPTER BUSINESS LEAVE-** See Article 3.4.1

## **ARTICLE 12: WAGES**

**12.1 SALARY ADJUSTMENT** – Effective July 1, 2015 the classified salary schedule appears in Appendix B – Salary Schedule.

**12.2 CONTINUATION OF STEP INCREASES** - The District shall continue to provide step increases as earned during the term of this Agreement.

### **12.3 DIFFERENTIAL**

12.3.1 **Swing Shift:** A swing shift is defined as an assignment that includes four (4) or more hours after 4 p.m. or four (4) or more hours before 12 p.m. midnight.

12.3.1.1 Bargaining unit members working a swing shift assignment of six or more hours per day shall have their thirty (30) minute lunch period included within their assignment.

12.3.2 **Graveyard:** A graveyard shift is defined as an assignment that includes four (4) or more hours after 10 p.m. or four (4) or more hours before 6 a.m.

12.3.2.1 Bargaining unit members assigned to the graveyard shift shall receive a 7.5% shift differential in addition to their regular wages.

12.3.2.2 Bargaining unit members working a graveyard assignment of six (6) or more hours per day shall have their thirty (30) minutes lunch period included within their assignment.

12.3.3 Bargaining unit members receiving a shift differential who are temporarily assigned to another shift shall continue to receive the shift differential during the first twenty (20) working days of any such temporary assignment.

**12.4 LONGEVITY PAY** - The annual longevity pay period is December 1<sup>st</sup> to November 30<sup>th</sup>. Eligible bargaining unit members earn longevity pay after five (5) years of continuous probationary and permanent service with the District in the amount of \$500, and will increase by \$100 every year thereafter until separation of employment from the District. Credit for continuous employment shall be given for leaves of absence approved by the Board of Trustees, including military leave.

12.4.1 The longevity payment shall be paid in a lump sum on or around November 30<sup>th</sup> to all qualified bargaining unit members on the payroll as of November 30<sup>th</sup>.

12.4.1.1 A bargaining unit member who is laid off shall receive a prorated share of the longevity pay based on the number of months worked.

12.4.1.2 A bargaining unit member who accepts a District certificated position outside the bargaining unit shall receive a prorated share of the longevity pay based on the number of months worked in classified service.

12.4.1.3 Upon retirement, bargaining unit members shall qualify for a prorated share of the longevity pay based on the number of complete months worked.

12.4.1.4 Upon the death of a bargaining unit member, the bargaining unit member's designated beneficiary shall qualify for a prorated share of the longevity pay based on the number of complete months worked.

12.4.1.5 A bargaining unit member terminated for cause or who resigns is ineligible for longevity pay.

**12.5 CALL-IN/ CALL-BACK PAY GUARANTEE** - A bargaining unit member called in to work by his/her management supervisor on other than a scheduled workday for the bargaining unit member shall receive a minimum of three (3) hours pay at his/her overtime rate. Bargaining unit members eligible for call-in pay shall qualify for reimbursement for use of personal vehicle to and from the work location at the regular District mileage reimbursement rate. Work that can be accomplished from an off-site location will be compensated at the regular overtime rate for actual time worked.

12.5.1 A bargaining unit member is considered to be in "call in" status if s/he was not notified of the additional assignment prior to the end of his/her last scheduled work shift or the bargaining unit member has not received twenty-four (24) hours notice of the additional assignment.

12.5.2 A bargaining unit member is considered to be in "call back" status if he/she has ended his/her workday, and has resumed working as a result of direction received from an appropriate management supervisor.

**12.6 OVERTIME CANCELLATION PAY** - A bargaining unit member scheduled to work overtime shall be credited with three (3) hours pay at the appropriate rate if the overtime assignment is canceled after the end of his/her last scheduled work shift.

**12.7 MEDICAL EXAMINATION** - The District shall provide reasonable reimbursement toward the cost of any medical examination required by the District which is not a condition of initial employment in a class or promotional advancement in the District.

**12.8 UNIFORMS** - The District may require the wearing of a distinctive uniform by members of the bargaining unit.

12.8.1 Provision and Maintenance: The District shall provide or pay the cost of the purchase, lease or rental of all uniforms, equipment, identification badges, emblems and cards required by the District to be worn or used by bargaining unit members.

12.8.1.1 The District shall continue the maintenance of uniforms for the Security and Transportation Departments.

**12.9 EQUIPMENT** - The District shall provide all tools, equipment, and supplies reasonably necessary to the bargaining unit members for performance of employment. The use of personal tools, equipment and supplies is prohibited.

**12.10 MEDICAL EXAMINATION FOR CONTINUED EMPLOYMENT** - The District shall provide or pay the full cost, with a District-designated medical provider, for any medical examination required as a condition of continued employment or as a condition of employment if the bargaining unit member is employed subsequent to the examination.

**12.11 MILEAGE** - Bargaining unit members shall, when required to use their personal vehicle in the performance of their duties, be compensated by the District at the regular district mileage rate.

**12.12 CORRECTION OF UNDERPAYMENT** - When it is determined that an underpayment has occurred with the payment of any bargaining unit member's salary, the District shall, within five (5) working days following confirmation, provide the bargaining unit member with a statement of the correction and appropriate payment.

**12.13 REPAYMENT OF OVERPAYMENT TO DISTRICT** - When determined that an overpayment has occurred with the payment of any bargaining unit member's salary, repayment shall be made as follows:

12.13.1 A written agreement between the manager of payroll and the bargaining unit member shall specify the total amount of overpayment and monthly payment amount.

12.13.1.1 Email is acceptable as the written agreement.

12.13.2 The monthly repayment amount shall be a reasonable mutually acceptable amount that will not cause an undue hardship to the bargaining unit member.

12.13.3 No interest shall be levied against the bargaining unit member on the total amount due or on any outstanding amount due upon initiation of the repayment plan.

12.13.4 Upon completion of the repayment, the District shall issue to the bargaining unit member a written statement that the repayment has been completed and no further monies shall be due from the bargaining unit member.

**12.14 TEMPORARY DUTIES** - Bargaining unit members may be assigned temporary duties by the District.

12.14.1 Out of Class Duties: Bargaining unit members temporarily assigned to perform duties from a higher classification shall be placed on the appropriate range and step of the salary schedule for the higher classification which guarantees no less than a five (5) percent increase.

12.14.2 Additional Duties: Bargaining unit members assigned additional duties which are included in his/her classification shall be appropriately compensated for any overtime necessitated by these additional duties.

**12.15 PAY DOCK** – Pay dock is not an optional form of leave. Pay dock is utilized for absences only when the member has exhausted all other applicable leaves and/or comp time.

## **ARTICLE 13: FRINGE BENEFITS**

**13.1 FRINGE BENEFITS** - In addition to District contribution toward fringe benefits mandated by state and federal law, the District will provide eligible bargaining unit members with the following fringe benefit programs:

- 13.1.1 Medical Insurance Program
- 13.1.2 Dental Insurance Program;
- 13.1.3 Vision Insurance Program;
- 13.1.4 Long Term Disability Insurance Program;
- 13.1.5 \$50,000 Level Term Life Insurance Program;
- 13.1.6 Additional programs may be available at employee's expense.

**13.2** Bargaining unit members may access benefits information via the District Human Resources/Benefits website or contact District Human Resources/Benefits for availability.  
<http://yosemite.edu/benefits>

**13.3** Selection of carriers and/or administration plan selected by the District, shall be subject to negotiations with CSEA Chapter 420.

**13.4** In the event there is a change of carriers or methods of plan administration during the term of this Agreement, the District shall indemnify each bargaining unit member against increased personal cost resulting from such change unless a modification in coverage has been mutually agreed to by the parties and such modification has resulted in the increased cost.

**13.5** Within thirty one (31) calendar days following a qualifying event, bargaining unit members eligible for fringe benefits shall notify the Human Resources Benefits Office. Contact the Yosemite CCD Benefits Office regarding the effective date of coverage change and to confirm eligibility of a qualifying event. A qualifying event may include:

- 13.5.1 Birth of a child
- 13.5.2 Change in marital status
- 13.5.3 Establishment of Domestic Partnership
- 13.5.4 Adoption
- 13.5.5 Dependent loss of coverage under another health plan.

**13.6** A bargaining unit member who works a minimum of thirty (30) minutes or more per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more shall have his/her regular hours adjusted upward to reflect the longer hours in order to acquire fringe benefits.

**13.7** A bargaining unit member working at least thirty (30) hours a week is eligible for District paid benefits. A bargaining unit member working less than thirty (30) hours per week, but more than twenty (20) hours per week may elect to purchase fringe benefits at a pro-rated portion of the premium.

**13.8 Retiree Medical Benefits** - Bargaining unit member eligibility for District Retiree Medical benefits is set forth in the chart below. Benefits do not include District paid dental, vision and life insurance. A retired classified employee or surviving spouse may enroll in the District's dental and vision plans at the retiree's own expense at the time of retirement. If coverage is declined or subsequently dropped, there shall be no further opportunity to enroll.

Hired Prior to July 1, 2004	Hired between July 1, 2004 and June 30, 2013	Hired on or after July 1, 2013
<p>Retirees shall be eligible for District paid post-retirement medical benefits until the age of 70</p> <p>Once Medicare eligible, Retiree shall pay the difference for spousal coverage if spouse is not yet Medicare eligible</p> <p>Retiree may continue District medical benefits after the age of 70 at his/her own expense</p> <p>Employees who are deemed permanently disabled by Social Security or CalPERS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of 70.</p>	<p>Retirees under the age of 65 and meeting the "Rule of 70" shall continue to receive the District provided medical benefit until Medicare eligible</p> <p>Retiree may continue District medical benefits after Medicare eligible age at his/her own expense</p> <p>Employees who are deemed permanently disabled by Social Security or CalPERS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of Medicare eligibility.</p>	<p>The District shall pay \$1,361/month (\$16,332/year) for the employee + spouse/domestic partner until the retiree reaches age 65. The retiree will pay the balance.</p> <p>Retirees may enroll dependents at their own expense.</p> <p>The employee must meet the following conditions to be eligible for retiree benefits:</p> <ol style="list-style-type: none"> <li>1. Retirement from CalPERS</li> <li>2. A minimum of 55 years of age</li> <li>3. A minimum of 20 years of service with the District</li> </ol> <p>Employees who are deemed permanently disabled by Social Security or CalPERS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of Medicare eligibility.</p> <p>If Medicare eligibility age increases, the parties agree to reopen this section pertaining to retiree benefits for classified employees hired on or after July 1, 2013.</p>

13.8.1 Rule of 70 Defined - Any combination of the retiree's minimum age fifty (50) (at last birthday preceding Board Approved retirement date) plus years of continuous probationary and permanent service with the District equivalent to seventy (70) years or more. Credit for continuous employment shall be given for leaves of absence approved by the Board of Trustees, including military leave.

13.8.2 Retirees are eligible for District paid medical benefits based on their percentage of assignment at the time of retirement.

13.8.3 Retirees who worked less than thirty (30) hours but more than twenty (20) hours per week at retirement may elect to purchase the District's medical plan at a pro-rated portion of the premium.

13.8.4 The qualified retiree may continue to purchase the medical benefit through the District until death. Upon the death of the retiree the surviving spouse/domestic partner at his/her own expense, may continue to participate in the District's medical plan at the applicable rate until the surviving spouse's remarriage or death.

**13.9** Fringe Benefits Committee - CSEA Chapter 420 shall have no fewer than two (2) classified representatives on all fringe benefits committees (See Article 3.5.4). Exceptions to this section must be upon mutual agreement of the parties.

## **ARTICLE 14: LEAVES OF ABSENCE**

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**14.1 GENERAL PROVISIONS** - Bargaining unit members on a paid leave of absence shall receive wages, fringe benefit contributions and coverage, and retirement credit, the same as if they were not on leave. Bargaining unit members who are granted an unpaid leave during any pay period shall receive their fringe benefit contributions and coverage for the balance of the pay period. Thereafter, bargaining unit members shall be allowed to continue participation pursuant to the terms of the insurance plan(s) or program(s) selected at their own expense, provided they make advance payment of the premium(s) in a manner required by the District.

14.1.1 Part time bargaining unit members shall be entitled to take a pro-rated leave of absence based on the percentage of their assignment.

14.1.2 "Member(s) of the immediate family" as used in this article shall mean mother, father, grandfather, grandmother, grandchild, husband, wife, son, daughter, brother, sister, aunt, uncle, niece, nephew or cousin of the bargaining unit member or spouse or domestic partner of the bargaining unit member, and the bargaining unit member's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent, foster children, step parent, step children, step mother, step father, step brother, step sister or any relative/person living in the immediate household of the bargaining unit member.

14.1.3 Any bargaining unit member who is absent from work without authorized leave, or fails to return to work as scheduled, may be subject to disciplinary action. A bargaining unit member shall be subject to pay dock for an unauthorized leave.

14.1.4 A bargaining unit member returning from an absence shall contact the immediate management supervisor or designee as soon as possible but no later than the day preceding his/her return to allow for any necessary modification of assignment.

14.1.5 Bargaining unit members returning from a leave of absence shall be reinstated to a position in the class or related class last occupied.

**14.2 SICK LEAVE** - Full-time bargaining unit members in paid status shall be credited with ninety-six (96) hours of sick leave per fiscal year.

14.2.1 Less than full time and/or less than twelve (12) month bargaining unit members in paid status shall be credited sick leave on a pro-rated basis based on their assignment per fiscal year.

14.2.2 Annual sick leave will be credited in advance on July 1<sup>st</sup> of each fiscal year.

14.2.3 Unused sick leave may be accrued from one year to the next.

14.2.4 A bargaining unit member may use up to half of their annual sick leave accrual to attend to an illness or injury of the bargaining unit member and/or his/her immediate family.

14.2.5 After all earned sick leave as provided in Article 14.2 or 14.2.1 has been used and additional absence due to illness or injury is necessary, extended sick leave of up to one hundred (100) days per a twelve (12) month period shall be provided to bargaining unit members. Extended sick leave compensation shall not exceed fifty (50) percent of the bargaining unit member's regular salary except as provided in the District's Short-term Disability Plan. (Contact District Human Resources Benefits Office for specific information.)

14.2.5.1 A bargaining unit member who has exhausted all paid leaves due to medical reasons shall be placed on the 39 month reemployment list and is subsequently reemployed within 39 months, shall have all rights, benefits and seniority restored upon reemployment.

14.2.5.2 Extended sick leave is not cumulative from one twelve month period to the next.

14.2.6 If a pattern in sick leave use becomes apparent, the District may require a statement of verification from a medical care provider.

14.2.7 Fitness for duty - The District may require the bargaining unit member to visit a medical care provider of the District's selection at District expense to obtain a statement of verification relative to the bargaining unit member's fitness for job duties.

**14.3 PERSONAL NECESSITY LEAVE** - Personal necessity leave shall be used for circumstances which cannot be expected to be disregarded, necessitate immediate attention, and which cannot be dealt with during off duty hours.

14.3.1 Personal necessity leave shall **not** be used for:

Political activities or demonstrations  
Vacation, recreation or social activities  
Civic or organization activities  
Employee association activities  
Routine personal activities  
Occupational investigation

14.3.2 Bargaining unit members may elect to use up to 80 hours per year of unused sick leave for purposes of approved personal necessity leave.

14.3.2.1 Up to two (2) days of Personal Necessity Leave may be used for absences as a result of personal business. Personal business may cover any circumstances that are not prohibited in this article.

14.3.3 Bargaining unit members shall submit to the immediate management supervisor a Personal Necessity Leave request on the District form for approval.

When possible, the request should be submitted within three (3) working days prior to the beginning date of the leave.

14.3.3.1 When prior approval is not possible, the bargaining unit member shall notify the appropriate administrator of the reason for and expected duration of the absence.

14.3.3.1.1 Upon return to active service, the bargaining unit member shall complete the District Absence form and submit it to the appropriate administrator.

14.3.3.2 The management supervisor may require clarification, or in consultation with Human Resources a statement of verification of the specific circumstance.

**14.4 BEREAVEMENT LEAVE** - A bargaining unit member shall be eligible for up to five (5) days paid bereavement leave upon the death of an immediate family member (as defined in Article 14.1.2)

14.4.1 Bereavement Leave may be taken non-consecutively, but shall be used within ninety (90) calendar days of eligibility for bereavement leave.

14.4.2 Under special circumstances and/or due to legal responsibilities, additional days may be authorized by the Chancellor or designee.

**14.5 FUNERAL SERVICE LEAVE** - Bargaining unit members may be granted a paid leave of absence for up to four (4) hours to attend the funeral service of a Yosemite CCD employee/retiree. This leave shall be subject to prior approval by the bargaining unit member's management supervisor. Funeral service leave shall be reported on the District absence form.

**14.6 JUDICIAL AND OFFICIAL APPEARANCE LEAVE** - Paid leave shall be granted for jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order to appear from other governmental jurisdiction. Leave shall not be provided for reasons brought about through the alleged misconduct of the bargaining unit member.

14.6.1 Jury Duty - A leave of absence without loss of salary shall be granted to a bargaining unit member who is officially called for jury duty. The bargaining unit member shall provide documentation verifying their attendance and attach it to their certificate of absence form.

14.6.1.1 When a bargaining unit member is required to report for jury duty and serves less than four (4) hours, s/he is expected to report to work for the remainder of his/her shift. Hours served on jury duty are considered hours worked.

14.6.1.1.1 Travel time for federal jury duty shall be counted as time worked.

14.6.1.2 When a bargaining unit member is required to report for jury duty and serves four (4) hours or more, s/he is excused from his/her entire assigned work shift without loss of compensation.

14.6.1.3 For bargaining unit members assigned to graveyard shift, if the bargaining unit member is required to report for jury duty, the bargaining unit member is excused from his/her shift prior to jury duty service.

14.6.1.4 When district is observing a 4-10 work schedule or the bargaining unit member works an alternate work schedule, the bargaining unit member and the immediate management supervisor shall develop an appropriate work schedule to accommodate jury duty.

14.6.1.5 Juror's fees received by the bargaining unit member shall be submitted to the District Fiscal Services.

14.6.1.5.1 Bargaining unit members are not required to submit mileage and other allowances.

14.6.2 Court and/or Government Agency Appearance - For any necessary court or government agency appearance, the bargaining unit member may utilize Personal Necessity Leave.

14.6.2.1 A bargaining unit member who has been subpoenaed shall not suffer a loss of pay or be required to use contractual leave.

**14.7 MATERNITY LEAVE** - A bargaining unit member may be granted an unpaid leave of absence during pregnancy. The District adheres to all federal and state leave laws. For information regarding all maternity leave entitlements, contact the District Human Resources' Benefits Office.

**14.8 CHILD/BABY BONDING LEAVE** - The District adheres to all federal and state leave laws. For information regarding all baby bonding leave entitlements, contact the District Human Resources Benefits Office.

14.8.1 A male or female bargaining unit member may use up to twenty (20) days of accrued sick leave (which may include any available personal necessity leave) to bond with or care for a newborn, adopted, or foster child. The bargaining unit member shall provide twenty (20) working days advance notice to the immediate management supervisor for use of this leave. When advance notice is not possible, the bargaining unit member shall notify the immediate management supervisor within twenty-four (24) hours of the commencement of the leave.

14.8.2 Extended Child Bonding Leave - After exhausting child/baby bonding leave as identified in Article 14.8.2, an extended leave may be granted to a bargaining unit member. Extended child/baby bonding leave, when combined with child/baby bonding leave as identified in Article 14.8, shall not exceed twelve (12) months, and shall be without compensation, District-paid benefits or credit toward service.

**14.9 VACATIONS** - Bargaining unit members shall be entitled to 5/6 of a workday of paid vacation for each month of service in which more than one-half (1/2) of the working days have been served in paid status.

14.9.1 Vacation allowances as provided in Article 14.9 shall be based on a forty (40) hour week for full time bargaining unit members. Vacation allowances for part time bargaining unit members shall be prorated based on Article 14.9.

14.9.2 Eligible bargaining unit members shall earn paid vacation as follows:

Fiscal Year Of Employment	12 Month		11 Month		10 Month		9 Month		8 Month	
	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
1st Full number of months	10	80	9	72	8.5	68	7.5	60	7	56
2nd	11	88	10	80	9.5	76	8.5	68	8	64
3rd	12	96	11	88	10.5	84	9.5	76	9	72
4th	13	104	12	96	11.5	92	10.5	84	10	80
5th	14	112	13	104	12.5	100	11.5	92	11	88
6th	15	120	14	112	13.5	105	12.5	100	12	96
7th	16	128	15	120	14.5	116	13.5	108	13	104
8th	17	136	16	128	15.5	124	14.5	116	14	112
9th	18	144	17	136	16.5	132	15.5	124	15	120
10 <sup>th</sup>	19	152	18	144	17.5	140	16.5	132	16	128
11 <sup>th</sup>	20	160	19	152	18.5	148	17.5	140	17	136
12th - 14 <sup>th</sup>	20	160	20	160	19.5	156	18.5	148	18	144
15th - 19 <sup>th</sup>	21	168	21	168	21	168	21	168	21	168
20th - 24 <sup>th</sup>	22	176	22	176	22	176	22	176	22	176
25 <sup>th</sup>	23	184	23	184	23	184	23	184	23	184

14.9.3 Vacation leave in excess of the number of days earned in the current fiscal year shall not be carried over into a subsequent fiscal year except as provided in Article 14.9.4.

14.9.3.1 To avoid excess vacation accrual, by March 31<sup>st</sup> of each year, the bargaining unit member shall schedule vacation leave to be taken no later than June 30<sup>th</sup> of that year.

14.9.4 If the District does not permit a bargaining unit member to take his/her vacation in a fiscal year, the amount not taken shall accumulate for use in the next fiscal year or be paid for in cash at the option of the District.

14.9.5 Vacation may, with the approval of the District, be taken at any time during the fiscal year. A bargaining unit member may request vacation up to one (1) year in advance of the desired date(s).

14.9.5.1 A bargaining unit member shall submit a written vacation request to his/her immediate management supervisor/designee. A department internal email and/or departmental forms are acceptable. Upon return to work the District Certificate of Absence form shall be submitted.

14.9.5.2 The immediate management supervisor/designee shall approve/deny the bargaining unit member's vacation request no more than five (5) working days following submittal of the request via the District absence form.

14.9.5.2.1 If the immediate manager supervisor/designee fails to respond within five (5) working days the bargaining unit member may present the request to the next level manager.

14.9.6 Upon separation of employment from the District, eligible bargaining unit members shall receive compensation for accrued vacation no later than thirty (30) calendar days following the effective date of separation.

14.9.6.1 Upon separation of employment from the District, bargaining unit members with less than six (6) months of continuous service shall not receive compensation for accrued vacation.

**14.10 MILITARY LEAVE** - Military leave of absence shall be granted and compensated in accordance with the Education Code and the Military and Veteran's Code. A copy of the orders shall be attached to the request.

14.10.1 Military Leave Vacancy - The District may fill a vacancy (see Article 16.2.1) caused by a bargaining unit member serving as a military reservist.

14.10.2 When a military reservist determines s/he will not return to the District, s/he shall inform the District immediately.

**14.11 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE** - A bargaining unit member is entitled to Workers' Compensation benefits of this state including the following provisions...

14.11.1 A bargaining unit member suffering an injury or illness arising out of and in the course and scope of his/her 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 bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

14.11.2 Payment of wages lost on any day shall not, when added to an award granted the bargaining unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day. Payments received by the bargaining unit member from the District's Workers' Compensation insurance carrier shall be deposited to the credit of the District.

14.11.3 Industrial accident or illness leave is to be used in lieu of accrued 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 bargaining unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to Workers' Compensation award, provides for a day's pay at the regular rate of pay.

14.11.4 When a bargaining unit member on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

**14.12 OTHER LEAVES** - A bargaining unit member may request a leave of absence. If granted, the leave will normally be without compensation and shall normally be for a period not to exceed twelve (12) months. Examples of reasons for which this leave may be granted include but are not limited to health, study, or retraining.

**14.13 CSEA CHAPTER 420 LEAVE** – See Article 3.4

**14.14 WINTER CLOSURE** - The District reserves the right to close facilities during the winter break. In the event of closure, the District shall provide bargaining unit members with three (3<sup>rd</sup>) days paid leave for use during the winter closure period in lieu of regularly scheduled work days not identified in Article 15.1 as paid holidays. The District may grant a fourth (4<sup>th</sup>) day of paid leave to eligible bargaining unit members dependent upon the calendar and mutual agreement.

14.14.1 A less than twelve (12) month bargaining unit member who is in off duty and off pay status during the winter closure is ineligible for the three days of paid leave provided in Article 14.14.

14.14.2 The District reserves the right to assign bargaining unit members to work during the winter closure period. Bargaining unit members assigned to work during this period thus unable to use the paid leave under this section will accrue the appropriate amount of paid leave of Alternative Time Off (ATO). (Article 11.12)

14.14.2.1 Leave shall be taken at the request of the bargaining unit member with approval by the immediate management supervisor/designee. Leave shall be taken by the end of the current fiscal year prior to the use of accrued vacation or compensatory time off (CTO).

14.14.2.1.1 Winter closure leave not taken by the end of the current fiscal year shall be appropriately compensated.

**14.15 CATASTROPHIC LEAVE** - "Catastrophic illness" or "injury" means an illness or injury that meets the criteria of a serious health condition under FMLA and is expected to incapacitate the bargaining unit member for an extended period of time, or that incapacitates a member of the bargaining unit member's family which incapacity requires the bargaining

unit member to take time off from work for an extended period of time to care for that family member (Ed Code 87045). -

14.15.1 Catastrophic Leave may be used by a bargaining unit member who has exhausted all accrued leave normally available to cover the required absence from work. Conditions which are short term in nature (for example: flu, measles, common illnesses, common injuries, etc.) are not covered. Chronic illnesses which result in intermittent absences from work may be considered (for example: cancer, AIDS, major surgery and/or treatment for life threatening illness, heart attack, stroke, kidney failure or hospitalization as a result of a severe automobile or other accident). Generally speaking, such chronic illnesses or injuries must be considered both long term in nature and require long term recuperation periods. A written certification from a medical care provider indicating the catastrophic nature and probable duration of the leave is required.

14.15.1.1 Exclusions (include but are not limited to): Stress related illness; elective surgery; cosmetic surgery; normal pregnancy; alcoholism or drug addiction/co- dependency treatment; conditions or illnesses resulting from commission of a felony; intentionally self-inflicted injuries; minor injuries; illnesses such as colds, flu, allergies, and headaches. Injuries and illnesses which may be covered under the Workers' Compensation Program are also not included.

14.15.1.2 A bargaining unit member using catastrophic leave remains in paid status and continues to accrue vacation and sick leave.

14.15.1.2.1 All available vacation and sick leave shall be deducted prior to receiving catastrophic leave funds.

14.15.1.2.2 Catastrophic leave runs concurrently with employee leave entitlements under the Family and Medical Leave and California Family Rights Acts.

14.15.1.3 Duration of catastrophic leave - The request for funds at either full or partial pay shall be for a period of time not to exceed forty two (42) working days, dependent upon availability of funds in the catastrophic leave bank. Leave may be taken consecutively or intermittently. Eligible bargaining unit members may apply only once per fiscal year.

14.15.2 A bargaining unit member may apply for Catastrophic Leave by:

14.15.2.1 Submitting a Catastrophic Leave Request Form and provide medical certification of the need for Catastrophic Leave to Human Resources.

14.15.3 Catastrophic Leave Fund – To be considered for catastrophic leave, a bargaining unit member shall donate a minimum of one (1) work day of earned vacation or compensatory time off annually (See Article 14.15), to the Catastrophic Leave Fund. Donations shall be made in one (1) work day increments.

14.15.3.1 Donations will be valued at the donor's rate of pay at the time of contribution. The recipient shall withdraw from the fund at his/her current rate of pay. Use of this leave in combination with extended sick leave shall not result in the bargaining unit member receiving an excess of his/her current regular rate of pay.

14.15.3.2 The annual solicitation period will be held from April 15<sup>th</sup> to May 15<sup>th</sup> to be eligible July 1<sup>st</sup> of the next fiscal year.

14.15.3.3 A contribution is irrevocable.

14.15.4 Special Solicitation Utilization (Sick Leave Donations) – In the event of continued catastrophic leave, a bargaining unit member may apply for a District wide solicitation through the Catastrophic Leave Committee.

14.15.4.1 Upon exhaustion of the original forty-two (42) days, a bargaining unit member may request a special solicitation for sick leave donations on their behalf. A bargaining unit member may not receive more than thirty (30) days of donated sick leave during a twelve (12) month period.

14.15.4.2 Bargaining unit members may not donate more than three days of sick leave in any fiscal year. Donations are valued at a day for a day. A full time bargaining unit member shall retain a minimum of forty (40) days accumulated sick leave after his/her donation. Less than full time and/or less than twelve (12) month bargaining unit members in paid status shall retain a prorated amount of accumulated sick leave based on their percentage of assignment after his/her donation.

14.15.4.3 Donations of sick leave shall be made by submitting a signed pledge form obtained from the Human Resources office.

14.15.4.4 In the event multiple bargaining unit members sign and submit pledge forms, the sick leave shall be allocated to the recipient bargaining unit member in the order the signed pledge forms are received by the Human Resources office. If the recipient bargaining unit member does not use all donated sick leave, the sick leave shall be returned to the donor(s) in reverse order.

14.15.4.5 The Human Resources office shall keep the identities of those donating sick leave confidential.

14.15.4.6 In no instance shall bargaining unit members sell and/or exchange sick leave for monetary or other considerations.

14.15.5 Catastrophic Leave Committee – The approval committee shall consist of a representative of the District, CSEA Chapter 420 President or designee, and a CSEA Chapter 420 member appointed by the CSEA Executive Board.

14.15.5.1 The committee shall review and approve or deny the request. Human Resources shall notify the bargaining unit member of the committee's decision.

14.15.5.2 The denial notification must include the reason for denial.

14.15.6 Maintenance of Fund - The District shall be responsible for valuing fund contributions, monitoring the fund balance and making fund distributions. The District shall provide annually to CSEA, Chapter 420, an itemized account of all bargaining unit member donations and withdrawals from the fund.

14.15.6.1 By March 1<sup>st</sup> of each year CSEA will receive from the District the Catastrophic Leave account balance. Should the balance be in excess of \$100,000, the annual mandatory donation will be waived. If a bargaining unit member donated the previous year, a donation would not be necessary to continue eligibility in the upcoming year. The donation period will still be opened for those who did not contribute the previous year but wish to donate at this time to be eligible for the upcoming year.

14.15.6.2 Fund Termination - In the event of fund termination, available funds will be reimbursed to donors, most recent donation first, until the fund balance is exhausted.

**14.16 PAY DOCK** – Pay dock is not an optional form of leave. Pay dock is utilized for absences only when the member has exhausted all other applicable leaves and/or comp time.

## **ARTICLE 15: HOLIDAYS**

**15.1 HOLIDAYS** - The District agrees to provide bargaining unit members with the following fourteen (14) holidays during the term of this Agreement:

- 15.1.1 New Year's Day
- 15.1.2 Martin Luther King Jr.'s Birthday
- 15.1.3 Lincoln's Birthday
- 15.1.4 Washington's Birthday
- 15.1.5 Memorial Day
- 15.1.6 Independence Day
- 15.1.7 Labor Day
- 15.1.8 Admission Day (In-lieu day during the last two weeks of December.  
District will consult with CSEA on specific date.)
- 15.1.9 Veteran's Day
- 15.1.10 Thanksgiving Day
- 15.1.11 The Friday following Thanksgiving Day
- 15.1.12 Christmas Eve Day
- 15.1.13 Christmas Day
- 15.1.14 Floating Holiday

**15.2 HOLIDAYS ON SATURDAY OR SUNDAY** - When a scheduled holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a scheduled holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

**15.3 HOLIDAY ELIGIBILITY** - Except as otherwise provided in this Article, a bargaining unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be eligible for holiday pay.

15.3.1 Bargaining unit members who are not normally assigned to duty during the Christmas holiday period shall be paid for Christmas Eve Day, Christmas Day, New Year's Day, and Admission (in lieu) Day as holidays providing they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

15.3.2 If a holiday is observed on a bargaining unit member's regular day off the bargaining unit member will be given an alternate day off within the same work week/pay period.

15.3.3 Bargaining unit members with an assignment that is less than 100% shall earn holiday hours on a prorated basis according to their percentage of assignment.

**15.4 FLOATING HOLIDAY** - Bargaining unit members shall be provided a floating holiday for use during the work year (July 1<sup>st</sup> to June 30<sup>th</sup>). The floating holiday is compensated as an eight (8) hour day for full time bargaining unit members. Scheduling of the floating holiday shall be at the bargaining unit members request and management approval. If the bargaining unit member requests but the District does not permit the bargaining unit member to take his/her floating holiday due to workload considerations by

June 30<sup>th</sup> of the work year, the bargaining unit member shall be compensated for the floating holiday at his/her regular rate of pay.

15.4.1 Newly hired bargaining unit members must be hired prior to April 1<sup>st</sup> to be eligible for the floating holiday in that fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup>).

15.4.2 Bargaining unit members with an assignment that is less than 100% shall earn floating holiday hours on a prorated basis according to their percentage of assignment.

## **ARTICLE 16: RECRUITMENT**

**16.1 RECRUITMENT** - In compliance with Title V, CCR Section 53021 (“Recruitment”), except as otherwise provided in this article, the District shall actively recruit from both within and outside the District work force to attract qualified applicants for all new openings.

### **16.2 DEFINITIONS FOR THIS ARTICLE**

16.2.1 Vacancy is defined as a bargaining unit position that is new or existing, which becomes vacant after the District has completed the reemployment list (See Article 24.9) and lateral transfer/voluntary demotion processes. A vacancy is not created under the circumstances identified in Title V, CCR Section 53021 (c).

16.2.2 Promotion is defined as a change in the assignment of a bargaining unit member to a classification at a higher range on the salary schedule.

16.2.3 Lateral Transfer is defined as a change in a bargaining unit member’s work location within the same classification and not involving a promotion or demotion.

16.2.4 District-initiated lateral transfer is defined as a change in a bargaining unit member’s work location within the same classification and shift.

16.2.5 Voluntary demotion is defined as a permanent change to a lower classification for which the bargaining unit member meets all employment qualifications as determined by the District.

**16.3 PROCESS** - Upon an opening for a permanent classified position the District will announce the position via District email to all permanent classified employees of the available lateral transfer/voluntary demotion opportunity. Lateral transfers and voluntary demotion opportunities will be posted for five (5) days.

16.3.1 All eligible bargaining unit members must submit required documents via the District’s online application system:

16.3.1.1 Online application

16.3.1.2 Letter of interest

16.3.1.3 Resume

16.3.1.4 List of references

16.3.2 The process shall consist of:

16.3.2.1 An interview with the hiring manager and at least one additional District employee.

16.3.2.2 A reference check with current manager with agreement of bargaining unit member.

16.3.2.3 A review of official Yosemite CCD Personnel File.

16.3.3 Other methods of gathering background information are allowable by mutual agreement of the hiring manager and the bargaining unit member.

16.3.4 The hiring manager shall give lateral transfer and voluntary demotion requests equal consideration. When the hiring manager determines bargaining unit members are equally qualified, seniority will be the determining factor.

16.3.5 The active recruitment process shall not proceed until all interviews have been completed and bargaining unit members have been notified of the decision by District. District email is an acceptable form of notification.

16.3.6 The filing of a request for lateral transfer/voluntary demotion shall be without negative consequences to the bargaining unit member.

16.3.7 If no bargaining unit member submits interest or no lateral/voluntary demotion is chosen the District shall proceed to the active recruitment process.

16.3.8 A bargaining unit member who meets minimum qualifications and applies during the active recruitment process shall proceed to the interview round of hiring.

**16.4 DISTRICT-INITIATED LATERAL TRANSFER** - District-initiated lateral transfer of a bargaining unit member may only occur due to the needs and efficient operation of the District. District-initiated lateral transfers shall be made for reasons that are neither arbitrary nor capricious in nature.

16.4.1 The District shall notify the employee five (5) working days prior to the effective date of the District-initiated lateral transfer except in case of emergency. A written verification of the transfer shall follow this notification within ten (10) working days.

16.4.2 Upon written request to Human Resources, bargaining unit members may also request a conference regarding the reasons for a District-initiated lateral transfer. A union representative may accompany the bargaining unit member to the meeting. CSEA or the employee may request his/her current supervisor be present. CSEA or the bargaining unit member may request the specific reasons for the transfer be set forth in writing. Such written response shall be provided within five (5) working days.

16.4.3 The District shall not transfer a bargaining unit member from Modesto to Columbia or from Columbia to Modesto or to an off campus satellite location without written authorization from the bargaining unit member as ascertained by CSEA Chapter 420 President/designee.

16.4.4 To lessen the secondary effect on other bargaining unit member's the District shall first consider requests made by bargaining unit members. In the absence of any requests, the District shall seek volunteers. If there are no requests or volunteers, the District shall make the transfer based on reverse seniority if possible.

**16.5 EVALUATION CYCLE** – See Article 8.3.1

## **ARTICLE 17: TEMPORARY OUT OF CLASS**

**17.1 TEMPORARY OUT OF CLASS** - Bargaining unit members may be temporarily assigned to perform duties from a higher classification, subject to, but not limited to, the following circumstances:

- o Leave Replacement – Duration of the leave
- o Active Recruitment/Replacement – Up to ninety (90) calendar days
- o Backfill resulting from Interim Appointment – Until permanently filled, not to exceed two (2) years. (See Title V CCR Section 53021)
- o Duties outside of regular assignment/Special projects – Up to one hundred eighty (180) calendar days
- o Department Assessment/Position Review – Up to one hundred eighty (180) calendar days

17.2 To be eligible for a TOC a bargaining unit member shall meet minimum qualifications or have applicable transferable skills.

17.3 Temporary out of class assignments shall be offered to eligible bargaining unit members in the next lower level in the job series within the department/division for two (2) days; email is an acceptable form of notification. Bargaining unit members shall express interest to the manager.

17.4 If no bargaining unit member expresses interest or meets eligibility, the temporary out class shall be offered to all eligible bargaining unit members in the department/division for two (2) days; email is an acceptable form of notification. Bargaining unit members shall express interest to the manager.

17.5 The temporary out of class may be offered district wide if there are no eligible bargaining unit members in the department/division. The temporary out class shall be offered to all eligible bargaining unit members for three (3) days; email is an acceptable form of notification.

Bargaining unit members shall express interest to the manager.

17.6 A bargaining unit member shall be permitted one temporary out of class in a twelve (12) month period. This shall not apply to temporary assignments of one month or less.

17.6.1 If a solicitation for a temporary out-of-class opportunity results in no interest from eligible bargaining unit member(s), then permanent bargaining unit member(s), within the same department/division only, who have served in a temporary out-of-class assignment within the last 12 months may be considered.

17.7 Temporary out of class opportunities will be offered to bargaining unit members who have completed their one year probation.

17.6.1 If there continues to be no eligible bargaining unit member(s) after considering permanent bargaining unit member(s) who have served within the last 12 months, then a probationary bargaining unit member, within the same department only, may be considered.

17.8 Bargaining unit members on a temporary assignment shall return to their previous position upon completion of the temporary assignment.

17.9 The length of the temporary assignment may be modified according to the operational needs of the District.

17.10 Bargaining unit member(s) in a temporary out of class assignment, shall be placed on the appropriate salary range so that the bargaining unit member(s) will receive not less than a five (5) percent salary increase except that no bargaining unit member(s) shall be placed beyond the highest step of any range.

## **ARTICLE 18: PROMOTION**

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**18.1 PROMOTION** - Promotion is defined as a change in the assignment of a bargaining unit member to a classification at a higher range on the salary schedule. This does not apply to a temporary out-of-class assignment.

**18.2** Bargaining unit member(s) promoted to a higher classification, shall be placed on the appropriate salary range so that the bargaining unit member(s) will receive not less than a five (5) percent salary increase except that no bargaining unit member(s) shall be placed beyond the highest step of any range.

**18.3** The first of the month following completion of six (6) months of service, the bargaining unit member shall be advanced one (1) step in the new classification providing the bargaining unit member is not already at the top step of the higher classification.

**18.4** The first of the month following completion of six (6) months of service shall be the new anniversary date upon which additional steps are granted in the new classification.

**18.5** The immediate management supervisor shall offer mentoring during the first six (6) months of a promotion.

**18.6** The immediate management supervisor shall provide two (2) informal performance reviews during the six (6) month period to facilitate success.

**18.7** Within six (6) months of a promotion to another classified or management position, the bargaining unit member shall have the right to return to his/her previous assignment prior to promotion and displacement privileges (bumping) shall apply.

**18.8** Evaluation cycle – See Article 8.3.1

## **ARTICLE 19: DEMOTION**

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**19.1 VOLUNTARY DEMOTION** - Bargaining unit member accepting a voluntary demotion shall be placed on the step in the new lower range that is closest to their current salary. At no time will a bargaining unit member be placed above the highest step in the new range.

**19.2** Voluntary demotion in lieu of lay off shall have a sixty-three (63) month reemployment right when previous classification is funded.

**19.3** Evaluation cycle – (See Article 8.3.1)

## **ARTICLE 20: CLASSIFICATION REVIEW**

**20.1 CLASSIFICATION** - means that each position shall have a job title and specific duties compensated at the same salary range for each bargaining unit member hired into each such position. The classification can be interchanged with “class,” but is generally associated with a single job title within a class. See Ed Code 88001 (a).

20.1.1 The District maintains right of assignment and may review bargaining unit member job classifications to ensure the job tasks performed, the skills required to perform job duties, the technology utilized in performing job duties, the potential impact of that review on job classification, job family, and salary remain current.

20.1.2 The District will not make changes in the job description without first providing CSEA notice and an opportunity to bargain such changes.

**20.2 RECLASSIFICATION** - Positions may be reclassified through structural reorganization or classification review. Pursuant to Ed Code 88001(f) "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

**20.3 MEMBER INITIATED CLASSIFICATION REVIEW REQUEST PROCESS** - A permanent bargaining unit member may request a Classification Review of the bargaining unit member's position where the bargaining unit member believes that there has been a permanent accumulation of responsibilities that are out of the scope or above the level of the bargaining unit member's current job classification.

20.3.1 The basis for a review shall be a significant, consistent and ongoing increase in job content, i.e., required knowledge, skills, abilities, responsibility, and accountability. The review evaluates job content only, not the person, and is not based on job performance, length of service, or other characteristics related to the bargaining unit member in the position.

20.3.2 Increased workload and normal increases in skills, experience, proficiency and adaptation to new technologies consistent with the duties of the classification in a position are not basis for Classification Review.

20.3.3 A bargaining unit member must have served in the position for at least one year before a request for a Classification Review request may be submitted. However this does not preclude the Temporary Out of Class process (Article 17), if applicable.

20.3.4 Positions shall only be submitted once every three years for Classification Review.

**20.4 CLASSIFICATION REVIEW COMMITTEE** - The District Classification Review Committee shall be comprised of the District Director of Human Resources, one (1) member appointed by the Vice Chancellor of Human Resources, and two (2) bargaining unit members appointed by CSEA. The District Director of Human Resources shall serve as chair of the committee.

20.4.1 The District Classification Review Committee shall evaluate all requests for Classification Review and shall submit recommendations to the Vice Chancellor of Human Resources for review and approval. Classification issues to be evaluated and recommended by the committee shall include, but not be limited to, job descriptions, qualifications, job titles, and assignment of positions within job series.

**20.5 CLASSIFICATION REVIEW TIMELINE** - Requests for classification review may be submitted from October 1<sup>st</sup> through November 30<sup>th</sup> of each fiscal year. A completed Classification Review Form must be submitted to the immediate management supervisor for review by November 15<sup>th</sup>. This will allow the immediate supervisor time to review the form and return it to the bargaining unit member in a timely manner. The bargaining unit member is responsible for final submission to Human Resources by November 30<sup>th</sup>. Requests not submitted within this period will not be considered. Requests shall be submitted to Human Resources on the approved Classification Review Form available on the District Human Resources web site.

20.5.1 If it is determined the duties should be assigned to an existing classification, a meeting will be scheduled with the immediate management supervisor/Human Resources/CSEA to discuss necessary corrections.

20.5.2 The District Classification Review Committee will evaluate each request for classification review based on the information submitted by the bargaining unit member on the Classification Review Form.

20.5.3 The committee may request a desk audit and/or such additional information from Human Resources as may be needed by the committee to clarify information provided on the Classification Review Form.

20.5.4 If it is determined that the duties do not align with any current classification, the committee shall return the request to the manager. The manager shall review the recommendations with Human Resources to develop a new job description or update an existing job description.

20.5.4.1 This process shall be completed within the classification review process timelines.

20.5.5 The recommendations of the committee will be forwarded to the Vice Chancellor of Human Resources for review and approval. If the Vice Chancellor disagrees with the committee's recommendations, the Vice Chancellor will meet with the committee to discuss the issues prior to making a final determination.

20.5.6 Where the Vice Chancellor of Human Resources does not approve a recommendation due to fiscal or organization reasons, the recommendation will be returned to the committee.

20.5.7 The committee shall validate the performance of the out-of-classification duties and recommend any realignment of responsibilities necessary to conform with the bargaining unit member's existing classification.

20.5.8 The Vice Chancellor of Human Resources will provide notice of the final decision to the bargaining unit member within thirty (30) working days after receipt of committee recommendations. This deadline may be extended for a length of time mutually agreed upon by CSEA and the Vice Chancellor.

20.5.9 The decision of the Vice Chancellor of Human Resources shall be final. The recommendation of the Classification Review Committee and the decision of the Vice Chancellor are not subject to the grievance process.

**20.6 IMPLEMENTATION OF CLASSIFICATION CHANGES** - Human Resources will meet with the bargaining unit member, CSEA, and immediate management supervisor to discuss classification changes if any.

20.6.1 Approved reclassification changes shall become effective on July 1<sup>st</sup> following Board approval.

20.6.2 If the committee has recommended a realignment of responsibilities to conform with the bargaining unit member's existing classification the parties will meet to clarify and align job duties.

20.6.3 If the position is assigned to a classification with a lower salary range the incumbent shall be Y-rated.

**20.7 REORGANIZATION** - A reorganization occurs when the duties of positions in a unit have been changed due to a redistribution of tasks and/or responsibilities. Reorganizations are generally associated with an organizational review of operational priorities and/or span of control.

**20.8 IMPLEMENTATION OF REORGANIZATION** - The affected positions shall be reviewed by Human Resources and approved by the Board. CSEA will be given prior notice and an opportunity to bargain the effects (wages, hours, and working conditions) of the reorganization.

20.8.1 All classification changes occurring as a result of reorganization shall become effective on first day of the month following approval by the Board.

**20.9 DISTRICT INITIATED CYCLICAL CLASSIFICATION REVIEW** – The cyclical process will identify a group of job classifications/job families to be reviewed each year. Every five years each job classification/job family will go through the cyclical process. Each job classification/job family shall be reviewed for consistency and accuracy.

## **ARTICLE 21: PROFESSIONAL GROWTH AND EDUCATIONAL OPPORTUNITIES**

**21.1 PROFESSIONAL GROWTH** - All bargaining unit members with the support of the District shall be eligible to apply for and participate in approved professional growth/educational opportunities.

**21.2 CSEA INFORMATIONAL MEETING(S)** - Biannually, the District shall grant CSEA Chapter 420 no less than one (1) hour to conduct an informational meeting re: Professional Growth for all bargaining unit members. CSEA Chapter 420 shall be responsible to notify the Vice Chancellor or Human Resources of the time(s) and date(s) of the meeting(s). All bargaining unit members may participate in said meetings without loss of compensation.

**21.3 TEMPORARY ADMINISTRATIVE/FACULTY ASSIGNMENTS** - A bargaining unit member who has obtained the appropriate degree may serve as a faculty or administrator while retaining their classified assignment.

21.3.1 The District shall not compel a bargaining unit member to temporarily reduce his/her regular classified assignment.

21.3.2 With the approval of the bargaining unit member's immediate management supervisor, s/he may temporarily adjust his/her classified assignment/duty hours.

21.3.3 For this assignment a bargaining unit member shall be placed on the appropriate step and column of the adjunct salary schedule.

21.3.4 Income earned from adjunct teaching assignments shall not be reported to CalPERS.

21.3.5 Bargaining unit members who are otherwise eligible for district paid fringe benefits shall not forfeit those benefits by taking on a temporary faculty/administrative assignment.

21.3.5.1 Bargaining unit members not eligible for district paid fringe benefits shall not become eligible by accepting a temporary faculty/administrative assignment.

## **21.4 EDUCATIONAL OPPORTUNITIES**

21.4.1 Staff Course Reimbursement Program - The District shall provide support and encouragement for the continuing education of Yosemite CCD bargaining unit members. Applicable courses include those which meet any one of the following criteria:

21.4.1.1 The class is a part of a plan leading to a certificate

21.4.1.2 The class is applicable to a degree program

21.4.1.3 The class will enhance the bargaining unit member's contribution to the college/district.

21.4.1.4 The course shall be offered for credit by a college of Yosemite CCD and be completed with a "C" pass or better.

21.4.1.5 The fees eligible for reimbursement are the enrollment fee (residents only), health fee, student activity fee, student representation fee, and the student building fee.

21.4.2 Fee Reimbursement Program Community Education Classes - Bargaining unit members enrolled in community education courses offered by a college of Yosemite CCD. Program requirements include:

21.4.2.1 Eligible courses must have a clear and direct connection with his/her current assignment.

21.4.2.2 All requests for fee reimbursement shall be subject to prior approval by the bargaining unit member's management supervisor and the President/designee (college positions) or Vice Chancellor/designee (Central Services)

21.4.2.3 Fee reimbursement shall be limited to a maximum of \$100 per bargaining unit member per fiscal year.

21.4.2.4 Time spent by the bargaining unit member for course activity shall not be considered hours worked.

21.4.2.5 All reimbursements shall be subject to the bargaining unit member submitting proof of payment of course fees and verification by certificate of his/her successful completion of the course, i.e. Certificate of Completion, to the Human Resources office.

**21.5 IN SERVICE TRAINING/EDUCATIONAL LEAVE** – With the approval of the immediate management supervisor, the work schedule of a bargaining unit member may be adjusted to permit attendance at an in service training or college course during the work day.

21.5.1 Attendance and travel time at District initiated in-service/courses or in-service/courses related to the bargaining unit member's duties shall be considered hours worked.

21.5.2 Attendance at bargaining unit member initiated in-service/courses not directly related to the bargaining unit member's duties shall be via an adjusted schedule or use of compensatory time off or vacation time.

21.5.3 A bargaining unit member shall submit the completed In-Service/Educational Leave Form to his/her immediate management supervisor/designee in advance of the beginning of the in-service/educational leave. The immediate management supervisor/designee shall respond in a reasonable amount of time.

**21.6 CLASSIFIED DEVELOPMENT DAY** - The District shall provide a *retreat* to bargaining unit members every other year with the following guidelines:

21.6.1 The location of the retreat will be centrally located to ensure inclusive participation of bargaining unit members from both MJC, Columbia College, and Central Services.

21.6.2 A committee of bargaining unit members shall be formed to create the agenda and budget to be approved by the District. District shall cover the cost of the approved budget.

## **ARTICLE 22: SAFE AND CIVIL WORKING ENVIRONMENT**

**22.1** The District shall make every reasonable effort to provide employment and working conditions which are as safe and healthy as the nature of the employment and assigned duties reasonably permit.

**22.2** The District shall make reasonable effort to meet all safety requirements imposed by State and Federal law or regulations adopted under State or Federal law.

**22.3** A bargaining unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm to the bargaining unit member.

**22.4** Bargaining unit members shall be expected to work in a safe manner. Should the required employment duties necessitate the use of any equipment or gear to insure the safety of the bargaining unit member, the District agrees to furnish such equipment or gear.

**22.5** Any bargaining unit member who observes an unsafe working condition shall report in writing such condition including the grounds for believing it is unsafe to their immediate management supervisor. No bargaining unit member shall be in anyway discriminated against as a result of reporting or processing any action believed to be in violation of Article 22.4.

**22.6** Civility in the workplace: Bargaining unit members are entitled to a working environment that is free from harassment and/or abusive behavior.

22.6.1 Harassment and/or abusive behavior includes but is not limited to, patterns of verbal and/or written attacks that are demeaning, insulting, degrading or manipulative and/or the making of false accusations.

22.6.1.1 Bargaining unit members may report harassment and/or abusive behavior to a management employee or a CSEA representative. The District shall promptly investigate all instances of alleged harassment and/or abusive behavior reported by a bargaining unit member.

22.6.1.2 Parties involved in an investigation under this article shall maintain confidentially both during and at all times after the investigation is concluded.

22.6.2 Allegations of harassment and/or abusive behavior shall be investigated by an impartial District designee who is knowledgeable on the subject of harassment and/or abusive behavior and informed on the nature of the complaint.

22.6.2.1 When an investigation determines that harassment and/or abusive behavior is occurring, the District shall take immediate necessary action to eliminate the behavior.

## **ARTICLE 23: GRIEVANCE PROCEDURE**

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**23.1 GENERAL PROVISIONS** - A grievance is defined as a formal written statement alleging that the District has violated a specific provision of this Agreement.

23.1.1 A grievance may be initiated by a bargaining unit member or by CSEA Chapter 420 on behalf of an individual, a group, or a classification of the bargaining unit.

23.1.2 Reasonable release time will be provided to a grievant, witnesses and a CSEA Chapter 420 job steward/designee for the purposes of:

23.1.2.1 Allowing a grievant to meet with a job steward.

23.1.2.2 Permitting the job steward to investigate a potential grievance.

23.1.2.3 Allowing a grievant and job steward to attend grievance meetings.

23.1.3 As used in this article "day" is any day on which the District Office of the Yosemite Community College District is open for business.

**23.2 INFORMAL LEVEL** - Before filing a formal written grievance, the grievant or CSEA Chapter 420 shall attempt to resolve the problem by means of an informal conference with the immediate management supervisor.

23.2.1 The grievant or CSEA Chapter 420 shall request the informal conference within twenty (20) days of the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of when the grievant or CSEA Chapter 420 could reasonably have known of the act or omission.

23.2.2 The grievant may invite a CSEA Chapter 420 job steward/designee to be present at the informal conference.

**23.3 FORMAL LEVELS** - CSEA Chapter 420 representation is required in order to proceed beyond the informal level.

23.3.1 **Formal Level I** - In the event the grievant or CSEA Chapter 420 is not satisfied with the decision at the informal level they may choose to advance the grievance to the formal levels. CSEA Chapter 420 shall present a formal written statement (grievance) to the immediate management supervisor and the next level supervisor within twenty (20) days of the informal conference as described in Article 19.2.

23.3.2 The written statement shall be a clear, concise statement of the grievance. This statement shall include:

23.3.2.1 The date the alleged violation occurred,

23.3.2.2 The specific article(s) of this Agreement alleged to have been violated,

23.3.2.3 The circumstances involved,

23.3.2.4 The specific remedy sought,

23.3.2.5 The date of the informal conference.

23.3.3 Upon request of the grievant, CSEA Chapter 420, immediate management supervisor or next level supervisor, a Level 1 conference shall be held with all parties listed herein.

23.3.4 The immediate supervisor shall issue a written decision to the grievant or CSEA Chapter 420 within ten (10) days of receipt of the written statement (grievance) or within fifteen (15) days of receipt of the written statement (grievance) if a Level 1 conference is held.

23.3.4.1 Failure of CSEA Chapter 420 to meet the time limits in this article shall invalidate the grievance.

23.3.4.2 Failure of the District to meet the time limits in this article shall move the grievance to the next level.

23.3.4.3 Time limits may be extended, shortened or held in abeyance by mutual written agreement between CSEA Chapter 420 and the District.

23.3.5 **Formal Level II** - In the event CSEA Chapter 420 is not satisfied with the decision at Formal Level I, CSEA Chapter 420 may appeal the decision in writing to the office of the Vice Chancellor, Human Resources, or designee within ten (10) days after the receipt of the Formal Level I decision.

23.3.5.1 This appeal shall include a copy of the original grievance statement, the decision rendered at Formal Level I, and a clear, concise statement of the reason(s) for the appeal.

23.3.5.2 Upon request of CSEA Chapter 420 or the Vice Chancellor, Human Resources, or designee, a Formal Level II conference shall be held.

23.3.5.3 The Vice Chancellor, Human Resources, or designee shall issue a written decision to CSEA Chapter 420 within ten (10) days of receipt of the written statement (grievance), OR within fifteen (15) days of receipt of the written statement (grievance) if a Level II conference is held.

23.3.5.4 Failure of CSEA Chapter 420 to meet the time limits in this article shall invalidate the grievance.

23.3.5.5 Failure of the District to meet the time limits in this article shall move the grievance to the next level.

23.3.5.6 Time limits may be extended, shortened or held in abeyance by mutual written agreement between CSEA Chapter 420 and the District.

23.3.6 **Formal Level III** - In the event CSEA Chapter 420 is not satisfied with the decision at Formal Level II, CSEA Chapter 420 may appeal the decision in writing to the Chancellor or designee within ten (10) days after receipt of the Formal Level II decision.

23.3.6.1 This appeal shall include a copy of the original grievance statement, the Level II decision, and a clear, concise statement of the reason(s) for the appeal. Upon request of CSEA Chapter 420, the Chancellor or designee, a Level III conference shall be held.

23.3.6.2 The Chancellor or designee shall issue a written decision within ten (10) days of receipt of the Level III appeal. Within ten (10) days of receipt of the written statement (grievance) or within fifteen (15) days of receipt of the written statement (grievance) if a Level III conference is held.

23.3.6.3 Failure of CSEA Chapter 420 to meet the time limits in this article shall invalidate the grievance.

23.3.6.4 Failure of the District to meet the time limits in this article shall move the grievance to the next level.

23.3.6.5 Time limits may be extended, shortened or held in abeyance by mutual written agreement between CSEA Chapter 420 and the District.

23.3.7 **Formal Level IV** In the event CSEA Chapter 420 is not satisfied with the decision at Formal Level III, CSEA Chapter 420 may appeal the decision in writing, via the Office of the Chancellor, to the Board of Trustees within ten (10) days after receipt of the Formal Level III decision.

23.3.7.1 The Board of Trustees shall schedule and conduct a hearing within forty-five (45) days of receipt of the appeal.

23.3.7.2 The Board of Trustees shall render a final written decision of the grievance to CSEA Chapter 420 within thirty (30) days after the hearing.

23.3.7.3 With the exception of time limits identified in Article 23.3.4, time limits may be extended, shortened or held in abeyance by mutual written agreement between CSEA Chapter 420 and the District.

**23.4 GRIEVANCE FILES** - Grievance files shall be maintained separately from personnel files.

## **ARTICLE 24: EFFECTS OF REDUCTION IN FORCE**

**24.1 EFFECTS OF REDUCTION IN FORCE** - A reduction in force (lay off) may only occur when there is a lack of work or lack of funds. The provisions of this article shall apply to both general and/or categorically funded positions.

**24.2 NOTICE OF LAYOFF** - When practicable the CSEA Chapter 420 President/designee shall be notified of pending lay off no less than thirty (30) days prior to the sixty (60) day notice to the bargaining unit member. The sixty (60) day notice shall include the reason for the layoff, the effective date, any displacement privileges (bumping), reemployment rights and maintenance of benefits.

**24.3 SENIORITY ROSTER** - The District shall maintain an updated seniority roster indicating bargaining unit members' class seniority. The roster shall be provided to CSEA Chapter 420 President/designee annually no later than July 31<sup>st</sup>. Services performed as a volunteer, student and/or short-term employee shall not be included in seniority computation.

**24.4 ORDER OF LAYOFF** – Bargaining unit members shall be subject to layoff for lack of work or lack of funds. Whenever a Bargaining unit member is laid off, the order of layoffs within classification shall be determined by length of service. The Bargaining unit member who has been employed the shortest time in the classification plus higher classifications shall be laid off first. Reemployment shall be in the reverse order of layoff.

**24.4.1 Length of Service:** Length of service is defined as date of hire in the classification.

**24.4.2 Equal Seniority:** If two (2) or more bargaining unit members subject to layoff have equal seniority, the determination as to who shall be laid off shall be made by lot.

**24.5 REDUCTION ORDER** - Reductions in the classified service shall be in the following order:

- 24.5.1 Volunteers
- 24.5.2 Student employees
- 24.5.3 Short-term contract employees
- 24.5.4 Probationary bargaining unit members
- 24.5.5 Permanent bargaining unit members

**24.6 DISPLACEMENT PRIVILEGES (BUMPING)** - All bumping actions shall be accomplished in the following sequence:

24.6.1 A bargaining unit member subject to layoff may either bump the least senior bargaining unit member in the same job classification on a district wide basis; or may elect to be placed in a current vacancy in the same job classification on a district wide basis.

24.6.2 A bargaining unit member who is laid off from a classification and who has previously held a regular position in another equal or lower classification, may displace a less senior bargaining unit member with least seniority in that classification.

24.6.2.1 Bargaining unit members exercising bumping rights to a lower classification shall be placed at the step in the appropriate salary range closest to their current salary.

24.6.2.2 A bargaining unit member bumped from his/her classification shall have the same rights as a laid off bargaining unit member and 19.6 shall apply.

**24.7 VOLUNTARY DEMOTIONS OR REDUCTIONS** - In lieu of a layoff a bargaining unit member may accept a voluntary demotion to a vacant position provided s/he meets the minimum qualifications.

24.7.1 A bargaining unit member who takes a voluntary demotion or a voluntary reduction in hours in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for sixty three (63) months.

**24.8 REEMPLOYMENT RIGHTS** - A laid off bargaining unit member is eligible for reemployment for a period of thirty-nine (39) months. S/he shall be reemployed in preference to new applicants. Reemployment offers shall be made in reverse order of layoff. Bargaining unit members rehired while on the thirty nine (39) or sixty three (63) month reemployment list shall retain previously earned seniority.

**24.9 THIRTY-NINE (39) MONTH REEMPLOYMENT LIST** - For a period of thirty-nine (39) months following the effective date of layoff, a bargaining unit member who is laid off shall be notified in writing by certified mail of applicable vacancies as determined by the District. The notice shall be sent to the last address given the District by the bargaining unit member and a copy shall be sent to the CSEA Chapter 420 President/designee.

24.9.1 A former bargaining unit member shall send by certified mail a written notification to the District of his/her intent to accept or refuse reemployment within five (5) working days from the date of the receipt of the reemployment notice.

24.9.2 A former bargaining unit member may refuse reemployment and maintain his/her eligibility on the thirty nine (39) month reemployment list.

24.9.3 Upon acceptance of reemployment the former bargaining unit member must be willing to report to work within ten (10) working days. Failure to report to work, except in cases of illness or emergencies, as determined by the District, will result in removal from the reemployment list.

**24.10 RETIREMENT IN LIEU OF LAYOFF** - Any bargaining unit member who elects to retire in lieu of lay off shall be placed on the thirty nine (39) month reemployment list. (See Article 24.9)

**24.11 MAINTENANCE OF BENEFITS**

24.11.1 Health and Welfare Benefits: Following layoff, a bargaining unit member shall be permitted to remain in the District-offered fringe benefit programs at his/her own expense, in compliance with COBRA subject to acceptance/approval of the carrier(s). The bargaining unit member shall be required to reimburse the District in advance on a monthly basis for plan selected.

24.11.2 Sick Leave Benefits: A bargaining unit member laid off or retired in lieu of lay off and subsequently reemployed within thirty nine (39) or sixty three (63) months shall be credited with his/her sick leave balance on record at the time of separation.

24.11.2.1 Sick leave converted to service credit for retirement shall not be re-credited to the bargaining unit member upon reemployment.

24.11.3 Vacation: A bargaining unit member laid off or retired in lieu of lay off and subsequently reemployed within thirty nine (39) or sixty three (63) months shall be credited with prior service for placement on the District vacation schedule.

24.11.4 Longevity and Salary Step Placement: A bargaining unit member laid off or retired in lieu of lay off and subsequently reemployed within thirty nine (39) or sixty three (63) months shall be credited with prior service for salary and longevity placement.

**24.12 CONTRACTING OUT** - Work performed within the job description of bargaining unit members laid off shall not be contracted out (except in temporary or emergency situations) unless allowed by the Education Code.

**APPENDIX A - CLASSIFICATIONS**  
**YOSEMITE COMMUNITY COLLEGE DISTRICT – EMPLOYEE CLASSIFICATIONS**

<b>CLASSIFICATION:</b>	<b>RANGE:</b>
Accounting Analyst	38
Accounting Assistant	21
Accounting Specialist	32
Accounting Technician	25
Accreditation/Assessment Process Specialist	34
Administrative Assistant	18
Administrative Secretary	30
Administrative Specialist	26
Administrative Technician	22
Admissions and Records Assistant	21
Admissions and Records Specialist	29
Admissions and Records Specialist, Lead	32
Admissions and Records Systems Specialist	32
Alternate Media Access Specialist	34
Athletic Equipment Technician	21
Audio Visual/Instructional Technology Integration Technician	32
Bookstore Assistant	12
Bookstore Merchandise Buyer	27
Bookstore Operations Coordinator	31
Bookstore Textbook Buyer	27
Campus Security Dispatcher	20
Campus Security Lead Officer	34
Campus Security Officer	31
Child Development Center Associate Teacher	19
Child Development Center Master Teacher	27
Child Development Center Site Supervisor	31
Child Development Center Teacher	23
Child Development Specialist	26
College Research Analyst	41
Community Education Specialist	34
Counseling Center Coordinator	29
Curriculum Process Specialist	34
Custodian	21
Custodian Lead	25
Custodian Supervisor	29
Electronics Specialist	39
Employee Benefits Specialist	33
Employee Benefits Technician	29

Events/Facilities & Duplicating Coordinator	36
Events/Facilities Specialist	29
Events/Publicity Coordinator	26
Financial Aid Assistant	23
Financial Aid Specialist	31
Financial Aid Systems Specialist	34
Financial Aid Technician	27
Fire Science Facility Technician	29
Food Service Specialist	13
Food Service Specialist - Lead	16
Food Service Technician	10
Foundation Specialist	26
Front End Web Developer	35
Grants Account Analyst	38
Grants Support Specialist	26
Graphic Arts Specialist	34
Graphic Arts Technician	30
Graphics and Media Coordinator	35
Grounds Maintenance Specialist	29
Grounds Maintenance Technician	25
Health Services Nurse	45
Health Services Senior Nurse	49
Human Resources Analyst	37
Human Resources Assistant	21
Human Resources Specialist	29
Human Resources Technician	25
Information Systems Specialist	39
Information Systems Support Specialist	30
Information Systems Support Technician	26
Information Systems Technician	35
Instruction Office Specialist	32
Instructional Designer	39
Instructional Support Aide	20
Instructional Support Assistant	22
Instructional Support Specialist	29
Instructional Support Specialist - Allied Health	29
Instructional Support Specialist - Chemistry	29
Instructional Support Specialist - Distance Ed	29
Instructional Support Technician	25
Instructional Support Technician - Allied Health	
Instructional Support Technician-Life Science	25
Library Assistant	20

Library Specialist	29
Library Technician	26
Mail & Duplicating Assistant	20
Maintenance Assistant	25
Maintenance Lead	43
Maintenance Lead - Carpenter	37
Maintenance Lead - Electrician	43
Maintenance Lead – Painter	37
Maintenance Lead – Plumber/Welder	42
Maintenance Specialist - Access Control/Locksmith	39
Maintenance Specialist - Carpenter	33
Maintenance Specialist - Electrician	39
Maintenance Specialist - HVAC	39
Maintenance Specialist - Painter	33
Maintenance Specialist – Plumber/Welder	38
Maintenance Technician	29
Mechanic	39
Mechanic, Lead	42
Media Services Technician	30
Multimedia Scheduler	26
Multimedia Specialist	34
Multimedia Technician	30
Museum Office Technician	18
Museum Specialist	28
Network Analyst	44
Network Senior Analyst	48
Network Voice Analyst	44
Online Services Developer	39
Payroll Coordinator	33
Payroll Specialist	29
Payroll Technician	25
Performing Arts Costume Specialist	29
Performing Arts Production Specialist	33
Photography/Graphics Production Specialist	34
Program Assistant	28
Program Specialist	36
Program Technician	32
Purchasing Operations Coordinator	32
Reprographics Operator	23
Scholarship Technician	29
Senior Accounting Analyst	41
Senior Research Analyst	45

Shuttle Driver	22
Sign Language Interpreter	35
Stock/Delivery Technician	24
Student Center Technician	22
Student Services Office Specialist	32
Student Services Representative	25
Swimming Pool Technician	29
Systems & Programming Administrator	48
Systems & Programming Analyst	44
Telecommunications Specialist	39
Transportation Services Operator	26
Transportation Services Senior Operator	30
Veteran Services Technician	29
Video Production Specialist	39
Web Developer	39

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## Appendix B – SALARY SCHEDULE

### YOSEMITE COMMUNITY COLLEGE DISTRICT CLASSIFIED SALARY SCHEDULE

2019-2020 3%  
Effective July 1, 2019

RANGE	HOURS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1		2,018	2,037	2,136	2,248	2,356	2,475
	HOURLY	11.64	11.75	12.32	12.97	13.59	14.28
2		1,989	2,091	2,195	2,304	2,423	2,545
	HOURLY	11.48	12.06	12.66	13.29	13.98	14.68
3		2,040	2,147	2,257	2,364	2,486	2,610
	HOURLY	11.77	12.39	13.02	13.64	14.34	15.06
4		2,097	2,199	2,311	2,427	2,546	2,678
	HOURLY	12.10	12.69	13.33	14.00	14.69	15.45
5		2,150	2,258	2,365	2,490	2,607	2,741
	HOURLY	12.40	13.03	13.64	14.37	15.04	15.81
6		2,199	2,311	2,427	2,546	2,673	2,807
	HOURLY	12.69	13.33	14.00	14.69	15.42	16.19
7		2,259	2,375	2,493	2,613	2,748	2,887
	HOURLY	13.03	13.70	14.38	15.08	15.85	16.66
8		2,312	2,428	2,553	2,675	2,812	2,955
	HOURLY	13.34	14.01	14.73	15.43	16.22	17.05
9		2,375	2,493	2,613	2,748	2,882	3,029
	HOURLY	13.70	14.38	15.08	15.85	16.63	17.48
10		2,432	2,554	2,679	2,813	2,963	3,113
	HOURLY	14.03	14.73	15.46	16.23	17.09	17.96
11		2,493	2,613	2,748	2,882	3,037	3,192
	HOURLY	14.38	15.08	15.85	16.63	17.52	18.42
12		2,554	2,679	2,813	2,963	3,110	3,265
	HOURLY	14.73	15.46	16.23	17.09	17.94	18.84
13		2,613	2,748	2,882	3,037	3,186	3,348
	HOURLY	15.08	15.85	16.63	17.52	18.38	19.32
14		2,679	2,813	2,963	3,110	3,269	3,434
	HOURLY	15.46	16.23	17.09	17.94	18.86	19.81
15		2,747	2,878	3,030	3,185	3,340	3,510
	HOURLY	15.85	16.60	17.48	18.38	19.27	20.25
16		2,813	2,963	3,110	3,269	3,430	3,603
	HOURLY	16.23	17.09	17.94	18.86	19.79	20.79

*Board Approved July 10, 2019*

YOSEMITE COMMUNITY COLLEGE DISTRICT  
CLASSIFIED SALARY SCHEDULE  
2019-2020 3%  
Effective July 1, 2019

RANGE	HOURS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
17		2,882	3,037	3,186	3,346	3,514	3,693
	HOURLY	16.63	17.52	18.38	19.30	20.27	21.31
18		2,964	3,111	3,270	3,437	3,604	3,786
	HOURLY	17.10	17.95	18.87	19.83	20.79	21.84
19		3,037	3,186	3,346	3,514	3,694	3,879
	HOURLY	17.52	18.38	19.30	20.27	21.31	22.38
20		3,111	3,270	3,437	3,604	3,782	3,976
	HOURLY	17.95	18.87	19.83	20.79	21.82	22.94
21		3,189	3,354	3,517	3,695	3,878	4,075
	HOURLY	18.40	19.35	20.29	21.32	22.37	23.51
22		3,273	3,438	3,607	3,785	3,982	4,184
	HOURLY	18.88	19.83	20.81	21.84	22.97	24.14
23		3,357	3,524	3,701	3,882	4,083	4,288
	HOURLY	19.37	20.33	21.35	22.40	23.56	24.74
24		3,440	3,610	3,791	3,983	4,176	4,389
	HOURLY	19.85	20.83	21.87	22.98	24.09	25.32
25		3,520	3,699	3,881	4,082	4,277	4,493
	HOURLY	20.31	21.34	22.39	23.55	24.68	25.92
26		3,616	3,793	3,984	4,188	4,390	4,614
	HOURLY	20.86	21.88	22.99	24.16	25.33	26.62
27		3,709	3,891	4,086	4,291	4,505	4,732
	HOURLY	21.40	22.45	23.57	24.76	25.99	27.30
28		3,797	3,990	4,190	4,396	4,616	4,849
	HOURLY	21.91	23.02	24.17	25.36	26.63	27.98
29		3,892	4,089	4,292	4,506	4,738	4,978
	HOURLY	22.45	23.59	24.76	26.00	27.34	28.72
30		3,990	4,190	4,396	4,616	4,847	5,090
	HOURLY	23.02	24.17	25.36	26.63	27.96	29.37
31		4,089	4,292	4,506	4,738	4,967	5,219
	HOURLY	23.59	24.76	26.00	27.34	28.66	30.11
32		4,192	4,400	4,621	4,854	5,092	5,351
	HOURLY	24.19	25.39	26.66	28.00	29.38	30.87
33		4,299	4,510	4,740	4,970	5,220	5,484
	HOURLY	24.80	26.02	27.35	28.67	30.12	31.64

Board Approved July 10, 2019

YOSEMITE COMMUNITY COLLEGE DISTRICT  
CLASSIFIED SALARY SCHEDULE  
2019-2020 3%  
Effective July 1, 2019

RANGE	HOURS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
34		4,406	4,627	4,856	5,095	5,359	5,628
	HOURLY	25.42	26.69	28.02	29.39	30.92	32.47
35		4,510	4,740	4,970	5,220	5,480	5,757
	HOURLY	26.02	27.35	28.67	30.12	31.62	33.21
36		4,621	4,854	5,092	5,354	5,620	5,905
	HOURLY	26.66	28.00	29.38	30.89	32.42	34.07
37		4,746	4,978	5,228	5,488	5,765	6,055
	HOURLY	27.38	28.72	30.16	31.66	33.26	34.93
38		4,856	5,095	5,359	5,621	5,906	6,206
	HOURLY	28.02	29.39	30.92	32.43	34.07	35.80
39		4,983	5,230	5,501	5,771	6,063	6,370
	HOURLY	28.75	30.17	31.74	33.29	34.98	36.75
40		5,104	5,364	5,633	5,911	6,206	6,521
	HOURLY	29.45	30.95	32.50	34.10	35.80	37.62
41		5,230	5,501	5,771	6,063	6,366	6,688
	HOURLY	30.17	31.74	33.29	34.98	36.73	38.59
42		5,366	5,635	5,915	6,213	6,522	6,851
	HOURLY	30.96	32.51	34.13	35.84	37.63	39.53
43		5,502	5,779	6,064	6,368	6,690	7,027
	HOURLY	31.74	33.34	34.99	36.74	38.60	40.54
44		5,644	5,924	6,216	6,525	6,854	7,200
	HOURLY	32.56	34.18	35.86	37.64	39.54	41.54
45		5,786	6,070	6,372	6,694	7,028	7,382
	HOURLY	33.38	35.02	36.76	38.62	40.55	42.59
46		5,927	6,221	6,534	6,861	7,205	7,568
	HOURLY	34.19	35.89	37.70	39.58	41.57	43.66
47		6,070	6,372	6,694	7,028	7,379	7,752
	HOURLY	35.02	36.76	38.62	40.55	42.57	44.72
48		6,229	6,541	6,864	7,209	7,568	7,951
	HOURLY	35.94	37.74	39.60	41.59	43.66	45.87
49		6,374	6,699	7,032	7,388	7,760	8,153
	HOURLY	36.77	38.65	40.57	42.62	44.77	47.04
50		6,541	6,864	7,209	7,568	7,943	8,347
	HOURLY	37.74	39.60	41.59	43.66	45.83	48.16

Board Approved July 10, 2019

APPENDIX C - Forms

Yosemite Community College District

Application for Fee Reimbursement  
Classified Staff/Community Education Courses

*Note: Please review program features and eligibility criteria listed in Article 16.4 of the CSEA Agreement prior to completing application. Prior administrative approval is required.*

A. Employee Information:

Name \_\_\_\_\_ Colleague ID # \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Job Title/Site: \_\_\_\_\_

B. Course Information:

Course Title/Ref # \_\_\_\_\_ Fee \_\_\_\_\_

Course Description (please attach copy of course description as prepared by Community Education office).

Job relatedness (Please describe how the course has a “clear and direct connection” with improving your knowledge, expertise and job performance in your current assignment):

*I have read program requirements listed on the reverse side and hereby request fee reimbursement following successful completion of the course.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

C. Review/Approval: *I hereby certify that this application meets all program requirements.*

\_\_\_\_\_  
Immediate Management Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
College President or Vice Chancellor

\_\_\_\_\_  
Date

Please forward approved application form to Human Resources c/o Lucy Munoz

Received by Human Resources \_\_\_\_\_ Fees Paid /Req. No. \_\_\_\_\_

Received by Human Resources \_\_\_\_\_ Fees Paid /Req. No. \_\_\_\_\_

Yosemite Community College District  
**Application for Fee Reimbursement**

For \_\_\_\_\_ Semester, 20\_\_\_\_\_

_____ Employee Name	_____ Social Security #	_____ Position/Site
Mailing Address: _____		
1. _____ Course Ref. #	_____ Name of Course	_____ Units
2. _____ Course Ref. #	_____ Name of Course	_____ Units
3. _____ Course Ref. #	_____ Name of Course	_____ Units
4. _____ Course Ref. #	_____ Name of Course	_____ Units

FEES TO BE REIMBURSED: *(Material fees are not covered under this policy)*

Please attach registration fee receipt.

1.	Enrollment	\$	_____
2.	Health	\$	_____
3.	Student Activity	\$	_____
	Student Center	\$	_____
	Student Representative	\$	_____
TOTAL		\$	_____

**COURSE(S) MEET THE FOLLOWING CATEGORIES:**

(Check at least one)

- |          |   |
|----------|---|
| _____ 1. | The class is part of a plan leading to a certificate                            |
| _____ 2. | The class is applicable to a degree program.                                    |
| _____ 3. | The class will enhance the staff member's contribution to the college/district. |

\_\_\_\_\_  
Employee Signature (Date)

\_\_\_\_\_  
Supervisor Signature (Date)

\_\_\_\_\_  
College President/Chancellor Signature (Date)

Received by Human Resources \_\_\_\_\_ Grade Report Received \_\_\_\_\_ Fees Paid /Req. No. \_\_\_\_\_

## **PERSONNEL - GENERAL**

### **4021 - STAFF COURSE FEE REIMBURSEMENT PROGRAM**

The purpose of the Yosemite CCD Staff Fee Reimbursement Program is to provide support and encouragement for the continuing education of Yosemite CCD staff, including classified, faculty, and management. Applicable courses include those which meet any one of the following criteria:

- (1) The class is a part of a plan leading to a certificate;
- (2) The class is applicable to a degree program;
- (3) The class will enhance the staff member's contribution to the college/district.

In addition, the course must be offered for credit by a college of Yosemite CCD and be completed with a grade of "CR" or better.

### **ADMINISTRATIVE PROCEDURE FOR STAFF COURSE FEE REIMBURSEMENT PROGRAM**

#### **PROCEDURES:**

The fees eligible for reimbursement are the enrollment fee (residents only), health fee, and the student activity fee.

A regular (probationary or permanent) staff member who desires reimbursement for a course(s) will submit a complete Yosemite CCD Application for Fee Reimbursement form to their management supervisor before enrolling in the course(s).

Within five working days the management supervisor will sign and forward the application form to the appropriate College President or Chancellor (for Central Services staff).

Any disagreement about whether or not a particular course fits the criteria will be resolved by the College Presidents or Chancellor.

College Presidents or the Chancellor will forward approved forms to the Vice Chancellor for Human Resources.

At the conclusion of the term, the staff member will send their grade report to the Vice Chancellor for Human Resources.

The Vice Chancellor for Human Resources will initiate the payment process.

Prepayment may be considered in hardship cases upon request. Failure to satisfactorily complete the course will necessitate a refund from the staff member.

Adopted 9/3/91



Catastrophic Leave  
Employee Contribution Form  
Yosemite CCD/CSEA, Chapter 420

**Part A** (To be completed by the employee)

I, \_\_\_\_\_, having reviewed Article 13 of the CSEA/Yosemite CCD Negotiated Agreement, hereby contribute the following accrued vacation and/or compensatory time off (CTO) to the Catastrophic Leave fund.

Note:

*Contributions must be made in one-day increments. All contributions are irrevocable.*

**Please indicate type(s) and number of days leave being contributed**

\_\_\_\_\_ Accrued Vacation      Number of Days \_\_\_\_\_  
\_\_\_\_\_ CTO      Number of Days \_\_\_\_\_

I have confirmed my accrued vacation/CTO balance on <http://staffnet.yosemite.edu/> \_\_\_\_\_

Note: Recent absences may not be reflected on StaffNet (initial)

My signature below affirms that this contribution is strictly voluntary:

\_\_\_\_\_ Date      \_\_\_\_\_ Signature

**Part B** (To be completed by the Yosemite CCD Human Resources Office)

Employee has sufficient accrued vacation and/or compensatory time off: \_\_\_\_\_ Yes      \_\_\_\_\_ No\*

_____ Daily Hours	X	_____ Hourly Rate	=	_____ Daily Rate
_____ Daily Rate	X	_____ # of Days Contributed	=	_____ Total Contribution

\_\_\_\_\_ Date      \_\_\_\_\_ Signature

\* This form shall be returned to the employee if s/he does NOT have sufficient accrued vacation or compensatory time off to contribute as indicated in Part A.

**Part C** (To be completed by the Yosemite CCD Fiscal Services Office)

Account number/amount to transfer:

\_\_\_\_\_ / \$ \_\_\_\_\_

\_\_\_\_\_ / \$ \_\_\_\_\_

Total amount to be transferred: \$ \_\_\_\_\_

\_\_\_\_\_ Date      \_\_\_\_\_ Signature

Copy to Manager  
Copy to Accounting  
Original to Human Resources File



Catastrophic Leave Fund  
**Employee Application Form**  
YOSEMITE CCD/CSEA, Chapter 420

**Part A** (To be completed by the employee)

I, \_\_\_\_\_, having reviewed Article 13 of the CSEA/Yosemite CCD  
Negotiated  
Agreement, apply for use of Catastrophic Leave due to a catastrophic illness or injury affecting:  
Self

Eligible Family Member

print name and relationship

Leave to begin: \_\_\_\_\_

Catastrophic Leave may be taken on an intermittent basis. Please initial here if intermittent use is anticipated. \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

---

**Part B** (To be completed by the Yosemite CCD Human Resources  
Office)

Employee qualifies as contributing member \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Date

Employee has used all required paid leaves \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

---

**Part C** (To be completed by the Catastrophic Leave Committee)

▪ Fund Use ☐ Approved\* ☐ Denied

*\*Note:* If approved for less time than requested, please indicate. All fund payments subject to availability of funds.

*Comments:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

---

Copy to Employee  
Original to Human Resources

## EMPLOYEE PERFORMANCE EVALUATION

\_\_\_\_\_ To \_\_\_\_\_  
(Inclusive Dates)

\_\_\_\_\_ (Last Name) \_\_\_\_\_ (First Name) \_\_\_\_\_ (Middle Initial)

\_\_\_\_\_ (Title) \_\_\_\_\_ (Employee ID Number)

\_\_\_\_\_ (College) \_\_\_\_\_ (Work Area) \_\_\_\_\_ (Manager)

Overall Rating:		<input type="checkbox"/> Commendable
		<input type="checkbox"/> Competent
		<input type="checkbox"/> Needs Improvement
		<input type="checkbox"/> Unsatisfactory
Performance Improvement Plan Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Probationary:</b> <input type="checkbox"/> First (6 month) <input type="checkbox"/> Final (11 month) <input type="checkbox"/> Recommended Continued Employment	<b>Permanent:</b> <input type="checkbox"/> Biennial (2 years) <input type="checkbox"/> Position Change (6 month) <input type="checkbox"/> Off Cycle Follow Up Eval by: _____	

The performance evaluation is made to assist employees in their efforts to perform their duties. Conclusions based upon this employee's work performance during the period covered by this report are summarized below. The employee shall receive a copy of the evaluation placed in their personnel file.

**Note to Manager:** Review the employee's performance. Under each category, comment on the employee's accomplishments and challenges during the evaluation period. Indicate level of performance achieved using the following scale.

- 4 = Commendable – The employee's work consistently exceeds the standard for this position.
- 3 = Competent – The employee's work is consistently satisfactory.
- 2 = Needs Improvement – The employee's work needs to improve. A Performance Improvement Plan will be issued as part of this evaluation.
- 1 = Unsatisfactory – The employee's work is unsatisfactory. A Performance Improvement Plan will be issued as part of this evaluation.

**Performance Improvement Note:** If any item on this report is unsatisfactory or needs improvement, the evaluator shall provide the employee with a Performance Improvement Plan and may schedule a follow-up evaluation. For probationary employees, this only applies if employee is recommended for continued employment.

### Quality/Quantity of Work:

**Ratings:    4    3    2    1**

Accuracy, quality of work product and thoroughness				
Amount of work performed				
Completion of work on time				
Looks for ways to improve and promote quality				
Applies feedback to improve performance				
Monitors own work to ensure quality				
Comments:				

**Communication, as appropriate for assigned duties:****Ratings: 4 3 2 1**

Written Communication				
Verbal Communication				
Comments:				

**Adaptability/Initiative:****Ratings: 4 3 2 1**

Performance in new situations				
Performance in workload crisis				
Performance with minimal instruction				
Self-reliance				
Resourcefulness/problem solving ability				
Accepts and carries out assigned duties				
Ownership in work product				
Provides training and instruction				
Uses good judgment				
Comments:				

**Work Habits:****Ratings: 4 3 2 1**

Observance of work hours				
Attendance				
Observance of rules and regulations				
Observance of safety rules				
Compliance with work schedule				
Comments:				

**Lead Responsibilities (If applicable)****Ratings: 4 3 2 1**

Planning				
Setting an example				
Making decisions				
Fairness and impartiality				
Approachability				
Comments:				

**Personal Relations****Ratings: 4 3 2 1**

Meeting and interacting with the public				
Getting along with fellow employees				
Personal appearance appropriate for assigned duties				
Comments:				

**OVERALL RATING**

4 = Commendable – The employee's work consistently exceeds the standard for this position.

3 = Competent – The employee's work is consistently satisfactory.

2 = Needs Improvement – The employee's work needs to improve.

1 = Unsatisfactory – The employee's work is unsatisfactory.

This performance evaluation represents my best judgment of this employee's performance. My signature indicates I have discussed this evaluation with the employee.

Immediate Management Supervisor /Evaluator \_\_\_\_\_ Date \_\_\_\_\_

This performance evaluation has been discussed with me by my Immediate Manager/Evaluator. I understand that my signature does not necessarily mean that I agree with this evaluation. I know this evaluation will become part of my personnel file and I have the right to respond in writing (CSEA/YCCD Contract, Article 8).

Employee \_\_\_\_\_ Date \_\_\_\_\_

☐ Regularly Scheduled Evaluation  
(attached)

☐ Off Evaluation Cycle

## GLOSSARY

**ABEYANCE:** Temporary inactivity or suspension; Deadlines (especially in Articles 7: Discipline and Article 23: Grievance) are sometimes “held in abeyance” by mutual agreement to allow the District and CSEA to gather information, conduct research, or otherwise prepare for a hearing, for negotiation, for litigation, etc.

**ALTERNATE WORK WEEK:** A recurring work schedule other than a Monday through Friday schedule (or Monday through Thursday during the summer 4-10 work week); also includes recurring work schedules in which a bargaining unit member works different hours (or a different number of hours) on different days of the week.

**ANNIVERSARY DATE:**

1. A bargaining unit member’s original date of hire in his/her present classification; or
2. The date of being reclassified into a classification two or more ranges higher than the classification which s/he previously held; or
3. Six (6) months after a promotion.

**ARBITRARY:** based on subjective opinion; inconsistent; irrational; not supported by objective criteria.

**ASSOCIATION:** State “California School Employees Association” (CSEA State Organization)

**ASSOCIATION FEES:** Dues which are paid to the State Association.

**BARGAINING UNIT MEMBER:** All permanent and probationary non-management classified employees. Bargaining unit member does not include short-term contract or student employees.

**BABY BONDING LEAVE:** Leave to allow a male or female bargaining unit member to bond with his/her new child, either by birth, adoption or foster-kinship. See Article 14.8

**CAPRICIOUS:** impulsive; inconsistent; volatile; lacking objective substantiation

**CALENDAR DAY:** Any day of the month or year; distinct from “Day” (see below)

**CALENDAR YEAR:** January 1<sup>st</sup> through December 31<sup>st</sup>, inclusive.

**CATEGORICAL FUNDING:** Funding which can be used only for programs or activities (“categories”) specified by the funding source (Also known as Fund 12). In the event of a reduction in force, bargaining unit members whose positions are categorically funded are entitled to the same displacement rights as bargaining unit members whose positions are not categorically funded.

**CHAPTER:** Local CSEA Chapter 420

**CIVILITY:** Behavior that shows respect toward another, contributes to mutual respect, and promotes effective communication and team collaboration.

**CLASSIFICATION:** A specific classified job title including its official description of duties, responsibilities, authority, minimum qualifications, and salary placement.

**COLLEGE:** Columbia College (CC) or Modesto Junior College (MJC)

**COMMITTEE:** Generic term which includes but is not limited to: task force; advisory committee; standing committee, work group; focus group; council; or any other title which is created.

**CONSIDER:** In Article 16.2, when a hiring manager “considers” bargaining unit member(s) (seeking a transfer or voluntary demotion) for a vacancy the manager is filling, s/he shall review all materials submitted by those bargaining unit member(s).

**DAY:** Any day on which the central administrative office of the Yosemite Community College District is open for business.

**DEMOTION:** A change in assignment of a bargaining unit member from a position in one classification to a position in another classification that is at a lower range on the salary schedule.

**DIFFERENTIAL:** A reduction in the number of hours required to be actually worked, and/or an increase in salary, as compensation for a less desirable assignment. See Article 12.3

**DISPLACEMENT:** Also known as “Bumping”, displacement occurs when a bargaining unit member subject to layoff exercises his/her right to move into a position occupied by a bargaining unit member with less seniority, thereby displacing the less-senior bargaining unit member. See Article 24.6

**DOMESTIC PARTNER:** Either member of a domestic partnership as defined by Section 297 of the California Family Code.

**DISTRICT INITIATED LATERAL TRANSFER** - is defined as a change in a bargaining unit member’s work location within the same classification and shift.

**EMPLOYEE:** An individual hired to fill any position within Yosemite CCD.

**EXCHANGE SCHEDULE:** A method of adjusting a classified assignment to allow for a certificated or management assignment, or for attending other activities with mutual agreement for work time to be completed.

**FITNESS FOR DUTY:** Physical/emotional fitness required to perform the essential functions of the position. The District may evaluate a bargaining unit member who is behaving in a manner that could potentially be harmful.

**FISCAL YEAR:** July 1<sup>st</sup> through June 30<sup>th</sup>.

**FULL-TIME BARGAINING UNIT MEMBER:** Any bargaining unit member with a forty (40) hour-per-week work assignment.

**GRIEVANCE:** A formal allegation by a bargaining unit member that s/he has been adversely affected by a misinterpretation, a misapplication, or a violation of this Agreement.

**GRIEVANT:** A bargaining unit member (or CSEA Chapter 420) who has filed a grievance.

**HARRASSMENT:** Repeated words, gestures, actions which tend to annoy, alarm, and/or abuse (verbally) another person.

**HEALTH BENEFITS:** Health benefits include medical, dental, vision, short and long term disability and life insurance. Distinct from medical benefits (see below).

**HIGHER CLASSIFICATION:** Any classification ranked on a salary schedule above a bargaining unit member's current classification.

**IMMEDIATE MANAGEMENT SUPERVISOR:** The first level manager (neither a bargaining unit member nor a lead) to whom a bargaining unit member reports.

**INVOLUNTARY TRANSFER -** A District initiated action in which a bargaining unit member is transferred to another assignment or position.

**IN SERVICE:** Courses, classes and/or training to enhance bargaining unit members' professional and/or personal growth. Not restricted to courses, classes, and training provided by Yosemite CCD or its colleges.

**JOB DESCRIPTION:** The official, written description of the duties; responsibilities; minimum qualifications; physical demands; and authority of a classification, as maintained by the District.

**JURY DUTY:** Includes criminal and civil grand jury duty.

**LATERAL TRANSFER -** is defined as a change in a bargaining unit member's work location within the same classification and not involving a promotion or demotion.

**MEDICAL BENEFITS:** Include medical care by a medical care provider. Does not include the dental, vision, short and long term disability and life insurance.

**MEMBERSHIP/CHAPTER DUES :** Local Chapter dues, collected for the operations of CSEA Chapter 420.

**MINIMUM QUALIFICATIONS:** Qualifications, stated in a job description, which applicants must possess to be considered for a position.

**NEXT LEVEL MANAGER:** The management supervisor to whom a bargaining unit member's management supervisor reports. Also known as your "boss's boss".

**OFF DUTY/OFF PAY:** For bargaining unit members who are on a less than 12 month assignments. This is the period in which they are not working and not in paid status.

**OUT OF CLASS DUTIES:** Duties which are not included in the job description for a specific classification.

**PAID STATUS:** Includes days/hours worked and all contractual paid leaves.

**PART-TIME BARGAINING UNIT MEMBER:** Any bargaining unit member whose work assignment is less than 40 hours per week.

**PAY DOCK:** To deduct a sum of money from a bargaining unit member's wages.

**PERMANENT EMPLOYEE:** A bargaining unit member who has completed the required probationary period.

**PROBATIONARY EMPLOYEE:** A bargaining unit member who has not completed the required twelve (12) month probationary period.

**PROFESSIONAL GROWTH:** Training and/or education which apply not only to current position, but include the opportunity to gain experience for a promotional position; may include CSEA activities/trainings developed to improve skills/knowledge.

**PROMOTION** – is defined as a change in the assignment of a bargaining unit member to a classification at a higher range on the salary schedule.

**PRO-RATED:** In proportion; proportional

**REDUCTION:** Any decrease in work assignment: hours per day; days per week/month/year; months per year. May also be a reduction in pay.

**RE-EMPLOYMENT:** The return to duty of an employee who has been laid off or following a voluntary separation from the District.

**RE-EMPLOYMENT LIST:** The list of bargaining unit members who have been laid off. During a specific period of time (usually 39 months; in some cases 63 months) following a layoff, the District must offer appropriate vacancies to those on the re-employment list prior to otherwise filling the vacancies. See Article 24 for details. A bargaining unit member may also be placed on the re-employment list after having exhausted all available leaves due to a medical condition which prevents him/her from performing his/her duties.

**REGULAR EMPLOYEE:** Any bargaining unit member, whether permanent, probationary, full-time, or part-time; excludes substitute, short-term contract or student employee.

**SEXUAL HARASSMENT:** An illegal practice by which an employee or individual is approached by another individual with an unwanted sexual advance which conditions an employment benefit upon an exchange of sexual favors. Sexual harassment also includes unwanted lewd or derogatory sexual references and/or materials which intimidate or greatly offend an individual in the workplace. See “Prohibition of Sexual and Other Harassment” in Yosemite CCD Board Policy 3430.

**SHORT-TERM CONTRACT EMPLOYEE:** An employee performing classified duties whose employment with the District is via a defined-term contract. Short-term contract employees include hourly, substitute, and temporary employees, and are not bargaining unit members.

**SUBSTITUTE EMPLOYEE:** Any person employed to replace any classified employee who is temporarily absent from duty.

**TITLE V** - CCR Subsection 53021 – 5 CA ADC subsection 53021 Barclays Official California Code of Regulations.

**VACANCY** – is defined as a bargaining unit position that is new or existing, which becomes vacant after the District has completed the reemployment list and lateral transfer/voluntary demotion processes. A vacancy is not created under the circumstances identified in Title V, CCR Section 53021 (c).

**VOLUNTARY DEMOTION** - is defined as a permanent change to a lower classification for which the bargaining unit member meets all employment qualifications as determined by the District.