

**AGREEMENT BETWEEN**  
**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT**  
**AND**  
**BUTTE COLLEGE CALIFORNIA SCHOOL**  
**EMPLOYEES ASSOCIATION CHAPTER NO. 511**  
**JULY 1, 2022 TO JUNE 30, 2025**

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## **PARTIES TO THE AGREEMENT**

This agreement is made and entered into by and between Butte-Glenn Community College District, hereinafter referred to as the District or Board and the Butte College Chapter #511 of the California School Employees Association, hereinafter referred to as CSEA or Association.

## ARTICLE 1 – RECOGNITION

- 1.1 Acknowledgment – The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix “A,” attached hereto and incorporated by reference as a part of this Agreement. All newly created classified positions, except those that lawfully are management, confidential or supervisory shall be assigned to the bargaining unit.
- 1.2 Scope of Representation - The scope of representation shall be limited to matters as determined by the Public Employment Relations Board, hereinafter referred to as PERB, and provided by law. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

## **ARTICLE 2 – SEPARABILITY AND SAVINGS**

- 2.1 If any provision of this Agreement is held to be invalid by a court of competent jurisdiction or a governmental administrative agency having authority over such provisions, such provision shall be inoperative, but all other provisions shall continue in full force and effect.
- 2.2 In the event that any Article or Section is held invalid, or enforcement of or compliance with any Article or Section has been restrained as set forth above, the parties affected thereby shall enter into negotiations, upon the request of CSEA or the District, for the purposes of arriving at a mutual, satisfactory replacement for such Article or Section during the period of invalidity or restraint.

### **ARTICLE 3 – EFFECT OF AGREEMENT**

- 3.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 3.2 During the term of this Agreement, the Board and CSEA expressly waive and relinquish the right to bargain collectively on any matter:
  - 3.2.1 Whether or not specifically referred to or covered in this Agreement;
  - 3.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;
  - 3.2.3 Even though during negotiations the matters were proposed and later withdrawn.
- 3.3 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of this Agreement.

## **ARTICLE 4 – PAST PRACTICES**

- 4.1 The Board shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the Board is not bound by any past practices of the District or understandings with any unit member or organization unless such past practices or understandings are specifically stated in the current Agreement.
- 4.2 This Agreement prevails over state and federal laws to the extent permitted by such laws.

## **ARTICLE 5 – MAINTENANCE OF OPERATIONS**

- 5.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.
- 5.2 CSEA agrees that neither the CSEA nor any person acting in its behalf will cause, authorize, engage in, or sanction a strike, partial strike, sickout, or slowdown, against the District, nor a concerted failure to report for duty or perform duties.
- 5.3 Nothing contained in this Agreement shall be construed to restrict or limit the District in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article; or to take such action as it deems necessary to discipline and/or discharge any unit member for violation of this Article. Unit members shall not be entitled to any wages, fringe benefits or leaves of absence, while engaged in any strike, work stoppage, or other interruption of work, or other activity described in Section 5.2 above.
- 5.4 During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of members of the unit.



## ARTICLE 6 – ASSOCIATION RIGHTS

- 6.1 Distribution of Materials – CSEA may distribute organizational literature on District property, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Communications may be placed by the CSEA in mailboxes of members of the bargaining unit. Such communications must be dated and bare CSEA identification as the distributor.
- 6.2 Posting of Materials – Posting of organizational recruiting notices, posters or similar materials will be permitted only on bulletin boards or other mutually agreed upon campus areas. Space and time limitations may be invoked if necessary, in accordance with present District policy.
- 6.3 Equipment Usage – CSEA shall secure prior approval from the chief human resources officer or designee for the use of District equipment. CSEA shall pay for its own supplies whenever the use of District equipment is approved. District requirements shall, at all times, have priority over that of the CSEA. Any materials produced shall be solely at the expense of CSEA.
- 6.4 Telephone Usage – CSEA shall not cause any long distance telephone calls or any other charges to be billed to the District.
- 6.5 Employee Organizations Contact Procedures
- 6.5.1 CSEA shall provide the Superintendent/President or designee the name(s) of recognized employee organization representative(s) authorized to discuss organizational matters with District employees. Each notification shall include a statement agreeing to comply with Section 6.1 above.
- 6.5.2 Authorized representatives shall, upon arriving at the District, report to the Superintendent/President or designee providing information regarding length, place and purpose of visit.
- 6.5.3 CSEA representatives may engage in recruiting activities on District property provided they do not interfere with employees during hours of duty assignment. Recruiting contacts shall not be made with employees while on duty. Representatives may contact employees who are off duty, before or after work, during rest breaks or during the lunch break.
- 6.6 Use of Facilities – CSEA and its members shall have the right to make reasonable and lawful use of available college buildings at reasonable times for meeting purposes subject to requirements of the Civic Center Act and applicable Board policies provided that such use, when applied for, shall be granted if no conflict exists and provided that such use which necessitates custodial overtime shall be compensated by CSEA at the current overtime rate for facilities. CSEA agrees to leave college buildings in the condition found, free of damage or loss other than damage resulting from normal wear and tear.
- 6.7 Requests for District Information
- 6.7.1 District Notice to CSEA of New Hires
- Per the provisions of Assembly Bill (AB) 119 (2017), sections 3555-3559 of the Government Code (GC), and the Public Records Act GC Section 6254.3 absent a waiver by CSEA, the District will (1) provide CSEA 10 days' notice of every orientation session absent an urgent

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

#### 6.7.2 Employee Information

- a. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- b. The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired or 30 days from the date of hire. The required contact information is contained in section 6.7.2(d) below.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

- c. Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. The required contact information is contained in section 6.7.2(d) below.
- d. The contact information for new hires as outlined in section 6.7.2(b) and the bargaining unit member periodic update required under section 6.7.2(c) shall also include the following information on file with the District, with each field listed in its own column:
  - i. First Name;
  - ii. Middle initial;
  - iii. Last name;
  - iv. Suffix (e.g. Jr., III)
  - v. Job Title;
  - vi. Department;
  - vii. Primary worksite name;
  - viii. Work telephone number;
  - ix. Home Street address (incl. apartment #) \*
  - x. City
  - xi. State
  - xii. ZIP Code (5 or 9 digits)
  - xiii. Home telephone number (10 digits); \*
  - xiv. Personal cellular telephone number (10 digits); \*
  - xv. Personal email address of the employee; \*
  - xvi. Employee ID;
  - xvii. Hire date.

\*Employees may opt out of disclosure of their complete home address, home telephone number, personal cellular telephone number, and personal email on file with the District by notifying District Human Resources in writing. However, the District may not encourage employees to make such requests. The employees must ask of their own accord without prompting by the District.

#### 6.7.3 New Employee Orientation

- a. “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.
  - i. The CSEA representative designated by the Chapter President will be provided District-provided paid release time to conduct the orientation session. The CSEA representative will be provided the first fifteen (15) minutes to conduct the orientation with the new employee(s). This time will not be extended, including if the CSEA representative is late. The non-District employee CSEA Labor Relations Representative may also attend at their discretion.
- c. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

6.8 Probationary Period – Upon employment, all unit members shall serve a six (6) month probationary period. The initial employment probationary period may be extended for an additional three (3) month period, upon request of the District and approval of CSEA. Services may be terminated at the discretion of management at any time during these periods. An additional probationary period of six (6) months shall be served whenever a unit member is transferred, reassigned, promoted or demoted to a different classification. Upon successful completion of the probation, unit members will be granted permanent status in accordance with Education Code. Serving a probationary period in the new classification does not affect the unit member’s permanent District status. Time or periods outside the employee’s scheduled work year will not count towards the probationary period and the probationary period will be automatically extended to account for six months of actual service. (Example: June and July do not count towards probation for 10 month employees).

#### 6.9 Released Time

##### 6.9.1 Negotiations

- 6.9.1.1 Negotiations committee members may be permitted up to two (2) hours/month for the 3 months leading up to contract negotiation for each member of the committee, provided that this time is taken at a time that least interferes with performing their job duties, after receiving permission of their direct supervisor.

6.9.1.2 A maximum of three (3) authorized unit members of the CSEA negotiating team shall be released from their duties with no loss in compensation when negotiating sessions are scheduled during the hours that a team member is scheduled to work. Upon mutual consent, negotiating sessions may be scheduled or extended into non-working hours. There shall be no other compensation of any kind paid team members other than compensation for regular, scheduled work duties missed during scheduled meetings by and between the parties.

#### 6.9.2 Grievance Processing

6.9.2.1 Paid released time shall be used by CSEA representatives for grievance investigation or preparation only pursuant to Section 10.4.3.

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

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

#### 6.9.3 Classified Senate

Classified Senate meets twice per month, (i.e. 1<sup>st</sup> and 3<sup>rd</sup> Wednesday) and the Senate E-board additionally meets the alternate weeks, (i.e. 2<sup>nd</sup> and 4<sup>th</sup> Wednesday)

6.9.3.1 Classified Senators may be permitted up to three (3) hours per month, one and a half (1.5) hours two times a month to attend Senate meetings.

6.9.3.2 Classified Senate E-Board members may be permitted an additional two (2) hours per month, one (1) hour per week two times a month to attend Senate E-Board meetings.

#### 6.9.4 CSEA President

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

#### 6.9.5 District Committees

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

## 6.10 Organizational Security

### Membership and Dues Deduction:

6.10.1 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 effects of *Janus* decision.

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

### Dues Deduction:

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

6.10.4 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative. Upon request, CSEA shall provide the District with a list of members.

6.10.5 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.

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

### Membership Information:

6.10.7 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information.

### Hold Harmless Provision:

6.10.8 CSEA shall defend and indemnify District for any claims arising from its compliance with this article.

6.10.9 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed as it pertains to article 6.10.

- 6.11 Mileage/Travel – When authorized by the District for performing unit members assigned official District duties, unit members shall be reimbursed for use of personal vehicles at the current Board-established rate, and unit members shall be reimbursed for actual, reasonable and necessary expenses arising from travel or personal expenditure within Board-established limits incurred in the discharge of their official duties.
- 6.12 Board Minutes – The minutes and fiscal reports approved by action of the Board at open public meetings shall be available for CSEA review. The approved minutes will be available online.
- 6.13 Vehicle Insurance – The District agrees to maintain District blanket liability insurance as secondary protection for unit members authorized to use their personal vehicles in performing District business.

- 6.14 Distribution of the Agreement – After the execution of this Agreement, the Collective Bargaining Agreement will be posted and made available to all unit members on the District’s Human Resources website. The District will provide ten (10) printed copies of the agreement to CSEA.
- 6.15 Distribution of Salary Schedule – Salary schedules will be made available to unit members on the District’s Human Resources website.
- 6.16 Physical Examinations – The District agrees to provide, at District expense, a District-selected doctor for any medical examinations or test required by the District as a condition of employment. Medical examinations will not be used for drug testing purposes, and all records will be kept confidential.
- 6.17 Seniority Roster - CSEA shall be supplied one (1) copy of a complete “hire date” and present classification seniority roster of all unit members as requested by the CSEA President or designee.
- 6.18 District Budgets – The District’s Final Budget will be made available to CSEA on the District’s Planning and Budget Committee website.
- 6.19 District Documents – District documents shall be provided on a District website with the most current versions.
- 6.20 Management Orientation – Within a mutually agreed upon time after ratification of this Agreement, the District and CSEA jointly shall conduct one (1) orientation session per semester, not to exceed two (2) hours, on this Agreement for all unit members, and interested management and supervisory employees.
- 6.21 Resignation from District Service
- 6.21.1 Any unit member who desires to resign from their employment with the District shall submit a letter of resignation to the Superintendent/President or designee. The Superintendent/President or designee is authorized to accept any such letter of resignation on behalf of the Board, five (5) working days after receipt.
- 6.21.2 Written resignations shall be deemed accepted by the Board and shall be binding five (5) working days after receipt by the Superintendent/President or designee. The last day of work for resigning employees shall be as specified in the employee’s resignation or, if not specified, five (5) working days after receipt.
- 6.21.3 A unit member who gives less than fourteen (14) calendar days’ notice of termination of employment shall not be entitled to future employment with the District unless the chief human resources officer has approved the unit member’s reason for giving short notice.
- 6.22 District administration will continue to consult with CSEA on the issue of the effect of the employment of students on the wages, hours, transfers or reassignments of unit members.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

- 7.1 The District, on its own behalf and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities not specifically modified by the terms and conditions of this Agreement.

## ARTICLE 8 – LEAVES

### 8.1 Bereavement Leave

- 8.1.1 At the time of death of any member of a unit member's immediate family, the unit member shall be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days or five (5) working days if out-of-state travel is required. Whenever a unit member has been named executor of the estate, or the travel one way exceeds 400 land miles, the five (5) days will be granted. Such absence will not be deducted from authorized absences or leaves.
- 8.1.2 "Member of the immediate family," as used in this Section, means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner, step-parents, step-children, or any relative living in the immediate household of the unit member.
- 8.1.3 Bereavement leave shall not be granted during non-paid leaves of absence, holidays or Board-granted days off. Such leave may be granted during vacation pursuant to Section 8.8.6

### 8.2 Jury Duty

- 8.2.1 A unit member who is called for jury duty will be granted the necessary time off with pay to fulfill this obligation.
- 8.2.2 The unit member shall pay to the District any per diem fees paid by the court for services as a juror or witness. However, monies paid to jurors and witnesses which are in the nature of "expenses" (e.g. transportation) do not have to be reimbursed to the District.
- 8.2.3 Request for jury duty should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.
- 8.2.4 Unit members are required to return to work during any day in which the jury services are not required.
- 8.2.5 The District may require verification of jury duty prior to, or subsequent to, providing compensation.

### 8.3 Personal Necessity Leave

- 8.3.1 During the fiscal year, a unit member may use a maximum of seven (7) days (56 hours) of accrued paid sick leave for personal necessity leave.
- 8.3.2 Personal necessity leave shall be limited to circumstances that are serious in nature and that the unit member cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of before or after work hours or on weekends.
- 8.3.3 Personal necessity leave may be taken only for the following reasons:
  - 8.3.3.1 Death or serious illness of a member of the unit member's immediate family.



- 8.3.3.2 Accident, involving the unit member's person or property, or the person or property of a member of their immediate family.
- 8.3.3.3 Appearance in court as a litigant; or as a witness under an official order.
- 8.3.3.4 Professional or personal matters of a serious nature that conform to the definition of personal necessity included in Section 8.3.2 above.
- 8.3.3.5 The chief human resources officer may grant exceptions if a unit member applies under Section 8.3.3.1 or 8.3.3.2 for leave involving a family member not within the definition of "immediate family" in Section 8.1.2 but with whom the unit member has a particularly close and long-standing relationship. Whether or not to grant the exception is within the sole discretion of the chief human resources officer.
- 8.3.3.6 Act of Nature such as extreme weather conditions like fire, flood, heavy wind or snow or as declared by local authorities to evacuate or stay home.
- 8.3.3.7 Medical purposes involving a unit member's immediate family.
- 8.3.3.8 In accordance with Labor Code Section 230.8 Parental Leave Obligation for example:
- Searching and enrolling (or re-enrolling) his or her child in a school or licensed childcare facility
  - Addressing a childcare or school emergency issue
- 8.3.3.9 Up to 8 hours of Personal Necessity to look for employment after notification of layoff (see 18.7 Benefits After Layoff).
- 8.3.4 Advance approval of personal necessity leave by the immediate supervisor is required with the exception of those reasons cited in Sections 8.3.3.1 and 8.3.3.2 and such qualifying reasons as are beyond prediction.
- 8.3.5 Personal necessity leave may not be used for any of the following: attendance at or participation in functions which are primarily for the unit member's amusement, pleasure, personal convenience or religious observances; the extension of holidays or vacation periods; accompanying a spouse on a trip when such travel is not otherwise authorized by this Article; seeking or engaging in remunerative employment; engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign, meeting, or any other activities related to work stoppage, concerted activity or political campaigning.
- 8.3.6 Requests for personal necessity leave shall be submitted to the unit member's immediate supervisor at least five (5) working days in advance of the effective dates of leave and documented on the employee's timesheet.

In those instances, exempt from the advance approval provisions, requests shall be submitted as early as possible and not later than three (3) working days following the unit member's return to duty. In requesting personal necessity leaves, the unit member shall state dates of the absence, specific reasons for the request and an acceptable statement that the action or activity could not be accomplished during non-working periods.

- 8.3.7 Personal necessity leave shall not be granted during a leave of absence, a scheduled vacation, holidays or Board-granted days off.

#### 8.4 Educational Conference/In-Service Training Leave

- 8.4.1 Upon application, the Superintendent/President or designee may grant a unit member leave with pay (unless otherwise stipulated prior to attendance) for educational conference or in-service training which, in the sole discretion of management, will improve District operations or the ability of the unit member to more effectively perform their duties. For purposes of this Section, the CSEA annual conference shall be designated as an educational conference.

#### 8.4.2 Compensation for Professional Growth

- 8.4.2.1 Course work or appropriate in-service training completed by a unit member shall be compensated for by a one-time payment of fifty dollars (\$50) per semester unit, to a maximum of one-hundred and fifty dollars (\$150) per semester. The unit member will be eligible for this compensation provided that the training has been deemed appropriate to the unit member's job category and/or is applicable to a relevant degree or related certificate and approved by the unit member's supervisor and the chief human resources officer. Failure to receive approval for course work or in-service training prior to completion may cause compensation payments to be delayed or denied.
- 8.4.2.2 A unit member enrolled in an appropriate course for professional growth at Butte College shall be entitled to exemption from registration service fees. Unless expressly exempted or entitled to a waiver set forth in Title 5, sections 58600 et seq., all students enrolling for college credit must pay the enrollment fee.
- 8.4.2.3 A unit member who desires to enroll in a course during their regular working hours may do so with the prior approval of the supervisor and the chief human resources officer, providing that any time used for such purpose is made up in a manner approved by the supervisor and chief human resources officer and the course has been approved for professional growth following the procedure in Section 8.4.2.1.
- 8.4.2.4 A copy of the approved procedures regarding compensation for professional growth is available upon request to Human Resources.

#### 8.5 Industrial Accident or Illness Leave

- 8.5.1 Unit members shall receive sixty (60) days (480 hours) leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where all of the following occur: (1) the unit member becomes ill or is injured while they are serving the District, (2) the accident or illness is reported to the Northern California Community College JPA in accordance with their regulations and (3) the Northern California Community College JPA accepts responsibility for the treatment of the unit member.
- 8.5.2 Industrial accident or illness leave will commence on the first (1<sup>st</sup>) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

- 8.5.3 Payment for wages lost on any day shall not, when added to an award granted the unit member under the workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 8.5.4 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired in accordance with the Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a unit member is receiving workers' compensation they shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensating time, vacation or other available leave, which, when added to the workers' compensation award, provide for a full day's wage or salary.
- 8.5.5 Periods of industrial accident or illness leave of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.
- 8.5.6 During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board, the unit member shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be only in accordance with this Section.
- 8.5.7 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of their position, they shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, they shall be employed in a vacant position in the class of their previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case they shall be listed in accordance with appropriate seniority regulations. A unit member who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. The Board shall require certification by the attending physician that the unit member is medically able to return to and perform the duties of their position. A thirty-nine (39) month rehire list will be provided to CSEA as updated by Human Resources.
- 8.5.8 Any unit member receiving benefits provided in this Section shall, during period of injury or illness, remain within the State of California unless the Board or designee authorizes travel outside the state.

## 8.6 Sick Leave

- 8.6.1 Unit members employed forty (40) hours per week for a full year shall be entitled to eight (8) hours for each month (8 hours for 12 months, or 96 hours) leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the commencement of employment or at the start of each succeeding fiscal year (July 1) to full-time unit members. Unit members with fractional assignments shall receive proportionate leave entitlement.

- 8.6.2 Unit members employed forty (40) hours per week for less than a full fiscal year are entitled to that proportion of 96 hours leave of absence for illness or injury as the number of months they are employed bears to twelve (12).
- 8.6.3 Unit members employed less than forty (40) hours per week shall be entitled, for a fiscal year of service, to that proportion of 96 hours leave of absence for illness or injury as the number of hours employed per week bears to forty (40) hours. When unit members are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 8.6.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the year. New unit members of the District shall not be eligible to take more than forty-eight (48) hours, or the proportionate amount to which they may be entitled under this policy, until the first (1<sup>st</sup>) day of the calendar month after completion of six (6) complete months of active service with the District.
- 8.6.5 If the unit member does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year. Unused cumulative sick leave will be cancelled when employment with the District is terminated and will not be compensated for in terminal pay. A unit member may convert unused sick leave to retirement credit in accordance with Government Code Section 20963, if applicable, or its successor if the unit member is filing a request for retirement.
- 8.6.6 Sick leave may be used for medical purposes only. Such leave shall be reasonably scheduled so as to interfere as little as possible with the operations of the District and shall be of reasonable duration. Whenever possible, unit members shall report absences at least two (2) hours prior to scheduled duty hours to the immediate supervisor.
- 8.6.7 Any unit member utilizing sick leave benefits under provisions of this article shall provide the District with a signed absence report upon return to work. If absent three (3) or more consecutive days, or more than six (6) non-consecutive days within any sixty (60) day period ("day" as defined in 10.2.3), the unit member shall, upon request, provide Human Resources with a written statement from a physician verifying the necessity of current absence. Failure to provide medical verification may result in a loss of salary for unauthorized absence from work and may in addition result in further discipline including but not limited to suspension without pay or dismissal. Notwithstanding the other provisions of this section, the chief human resources officer may require unit members to provide medical verification of illness at any time when the District has reason to believe that sick leave usage is being abused.
- 8.6.8 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are for all job-related purposes temporary disabilities and shall be treated as a condition of illness. A unit member may charge doctor's appointments for pregnancy against accrued paid sick leave.
- 8.6.9 Unit members must be in active employment or on paid leave for more than fifty percent (50%) of the month to earn eight (8 hours) sick leave per month. Members on extended illness leave are eligible to earn or use paid sick leave. Sick leave may be applied only on those days when the unit member is expected to report for duty.

- 8.6.10 Where a unit member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of ninety six (96 hours) leave as the number of months in the fiscal year they were employed bears to twelve (12).
- 8.6.11 Whenever a former unit member is reemployed within a twelve (12) month period following their termination date of former services, unused paid sick leave from the prior period of employment shall be reinstated.
- 8.6.12 A unit member who has been employed for a period of one calendar year or more as a classified employee by another public California school district and who accepts employment with Butte College within one (1) year of termination with the former district, may have transferred all illness absence credit (sick leave) accumulated with the former district, unless the service in the former district was terminated for cause and subject to the limitations of GC 20963.
- 8.6.13 Optional Leave Conversion – Unit members must notify Payroll by July 1 of each fiscal year if they wish to participate in leave conversion for the previous fiscal year. Upon request, up to sixteen (16) hours sick leave will be converted to vacation leave annually for zero sick leave use in the fiscal year. Upon request, up to eight (8) hours sick leave will be converted to vacation leave annually if sick leave is used on only one calendar day of the fiscal year. Vacation days added in this provision will be deducted from sick leave.

## 8.7 Holiday Leaves

- 8.7.1 Scheduled Holidays – All unit members shall be entitled to specific holidays and Board-granted days off with pay as determined by the holiday schedule, providing the holiday falls during their normal work year and they are in paid status during any portion of the working day immediately before or after the holiday or recess period. For purposes of this section, floating holidays and Admissions Day are not considered “working days” and do not put an employee in paid status that would entitle a member to additional holidays.
- a. New Year’s Day
  - b. Dr. Martin Luther King Jr. Day
  - c. Lincoln’s Day and Washington’s Day shall be granted, and the dates set by the District. The dates set for these holidays shall be established by the academic calendar and as provided by the California Community Colleges Chancellor’s Office.
  - d. Memorial Day
  - e. Juneteenth
  - f. Independence Day
  - g. Labor Day
  - h. Admissions Day: The date will be set by the District for observing this holiday under this agreement. All employees will receive this holiday regardless of whether or not they are in paid status immediately preceding or after the holiday. Admissions Day does not put an employee in paid status that would entitle a member to additional holidays
  - i. Veteran’s Day
  - j. Thanksgiving Day – the Thursday proclaimed by the President and the following Friday.
  - k. Christmas Day
  - l. Winter Recess: Unit members shall be provided during the winter recess period, a minimum of three (3) working days as holidays in addition to Christmas and New Year’s Day. The designation of these days will be determined by the District per the academic calendar. Any exceptions shall be approved by the chief human resources officer prior to December 1<sup>st</sup>.

- m. Floating Holidays: Unit members will receive two (2) additional paid holidays annually. These holidays will be determined by management based on the college Academic Calendar; they may vary by department where necessary for District operations. All employees will receive these holidays regardless of whether or not they are in paid status immediately preceding or after the holiday. All reasonable effort will be made to coordinate these holidays district wide. Floating holidays do not put an employee in paid status.

Example: During the winter recess period, a 9-month employee is eligible to receive holiday pay for those dates designated as floating holidays (8.7.1.1) and Admissions Day (8.7.1.g).

- 8.7.2 Holidays on Saturday or Sunday, and Fridays during Summer Hours – If a holiday falls on Saturday, the preceding workday shall be deemed a holiday. If a holiday falls on a Friday during summer hours, for those working the standard M-Th summer schedule, the preceding Thursday will be deemed a holiday. If a holiday falls on Sunday, the following Monday shall be deemed a holiday. For Holiday Compensation, see section 15.9.
- 8.7.3 Should a holiday, as enumerated above, or any other day designated by the Board as a public holiday occur while a unit member is absent from work because of sick leave, vacation or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from their other paid leave of absence.
- 8.7.4 A unit member required by their supervisor to work on a holiday shall receive time and a half pay in addition to their regular day's pay for work on the holiday. If the unit member does work and is paid overtime on a holiday, they shall not receive an additional day off.
- 8.7.5 Unit members will be scheduled in accordance with the hours of operation for the building/department. Services are expected to be provided by unit members for each day of operation.

Where a holiday falls on a non-workday for a unit member working other than the standard work week defined in 15.3.1.1 and the holiday is one of those enumerated above, the unit member is not entitled to an additional day off with pay. When a holiday falls on a workday, unit members will receive the holiday off for the hours they were scheduled to work. For members required to work four 10-hour days when the holiday falls on their nonscheduled workday, the member's workweek will be modified to the standard workweek for that holiday week.

The standard workweek for the District is four 9's and a 4 (9 hours per day Monday through Thursday and 4 hours on Friday). If a holiday lands on Monday through Thursday, members will receive 9 hours off for the holiday. If a holiday lands on a Friday, members will receive 4 hours off for the holiday.

Members working other than the standard 4-9s and a 4 will receive the holiday off equal to the number of hours normally scheduled to work on that day of the week. For example:

	Monday	Tuesday	Wednesday	Thursday	Friday
Scheduled Hours	8	8	8	8	8
	8.5	8.5	8.5	8.5	6
	*9	9	9	9	4

*(Members working five 8's receive 8 hours off for a holiday; members working four 8.5s Monday through Thursday and 6 hours on Friday receive 8.5 hours off for holidays landing on Monday through Thursday, and 6 hours off for holidays landing on a Friday. \*For members required to work four 10-hour days, the member's workweek will be modified to the standard workweek, four 9s and a 4, for that holiday week and will receive the holiday off for the hours of the modified schedule.)*

- 8.7.6 Additional Holidays – Any other day not included in 8.7.1 declared by the President of the United States or the Governor of this State as a public fast, day of mourning, or other thanksgiving or holiday, or any other day declared a holiday by the Governing Board shall be a paid floating holiday, the date for which to be determined by the District on a non-instructional day the campus can be closed.

## 8.8 Vacation

- 8.8.1 Unit members are entitled to vacation allowance with pay. Vacation entitlement shall be established as the first day of the month of employment if employed between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) calendar date of that month or the first (1<sup>st</sup>) of the following month if employed on or after the sixteenth (16<sup>th</sup>) calendar date of the month.
- 8.8.2 Rate of Accumulation – Accumulation totals include one additional day for employee's birthday. Unit members shall earn vacation at the following rate:

Years		
From	To Completion of	Days*/(Hours)
0	5	11/ (88)
6	10	16/ (128)
11	14	21/ (168)
15 +	thereafter	23/ (184)

\*1 day = 8 hours

- 8.8.3 A unit member must work or be on paid leave of absence in order to earn full vacation leave for that month. A unit member in a paid status for less than a month shall accrue vacation at the ratio calculated for each hour of paid service as their allowance would be on a regular work basis.
- 8.8.4 Unit members working less than full-time shall be entitled vacation allowance at the same ratio as their work schedule bears to the allowance of the full-time unit member.
- 8.8.5 Any paid holiday to which a unit member is entitled shall not be charged as a day of vacation.
- 8.8.6 Interruption of Vacation – A unit member shall be permitted to interrupt or terminate vacation leave in order to begin bereavement leave, critical family illness or accident leave or sick leave without a return to active service, provided the unit member supplies death certificates or doctor statements, and other supporting information regarding the basis for such interruption or termination.
- 8.8.7 Vacation leave may be used to extend sick leave when necessary to keep employee in paid status.

- 8.8.8 All vacation leave must be approved by the immediate supervisor at the convenience of the District so as to disrupt work schedules as little as possible. Vacation leave will be approved and rotated as equitably as practicable.
- 8.8.9 Vacation leave may, with the approval of the immediate supervisor, be taken at any time during the school year after it has been earned. If the unit member is not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year. In no case, however, may a unit member accrue more than fifty (50) days (400 hours) vacation. Unit members will be required to use vacation in order to not exceed 400 hours, otherwise, management has the right to schedule it for them in order to not exceed 400 hours.
- 8.8.10 No unit member may normally take vacation leave in excess of twenty (20) consecutive working days without having scheduled the leave at least six (6) months in advance or receiving approval of the chief human resources officer.
- 8.8.11 If a unit member is separated from the District, they shall be compensated for accrued vacation hours unless separation occurs during the probationary period. (Ed Code 88197).
- 8.8.12 Any unit member with a work year of less than ten (10) months may be paid for the annual vacation days not taken during their work year. The unit member shall notify the chief human resources officer, in writing, of their decision to be paid for unused vacation days. The notification shall be given to the chief human resources officer no later than the last scheduled duty day of the unit member's work year.
- 8.8.13 Optional Leave Conversion – Unit members must notify Payroll by July 1 of each fiscal year if they wish to participate in leave conversion. Upon request, up to sixteen (16) hours sick leave will be converted to vacation leave annually for zero sick leave use in the fiscal year. Upon request, up to eight (8) hours sick leave will be converted to vacation leave annually if sick leave is used on only one calendar day of the fiscal year. Vacation days added in this provision will be deducted from sick leave.

8.9 Short-Term (Temporary) Leave for Military Duty or Active Training

- 8.9.1 Permanent unit members or probationary unit members whose District service and recent military service total one full year may be granted a short-term leave for the period of ordered, active duty providing it does not exceed 180 calendar days including time involved in going to and returning from such duty.
  - 8.9.2 A unit member who takes short-term (temporary) military leave shall be entitled to receive salary for the first thirty (30) days of absence for active military duty or training in one (1) fiscal year.
- 8.10 Long-Term Military Leaves – Military leave without pay may be granted to a permanent unit member for a period of one (1) year and extended as needed; however, such leave shall not continue more than one (1) year beyond the date such military service becomes voluntary on the part of the unit member.
- 8.11 Peace Corps Leave – The Board, in its discretion, may grant a permanent unit member who becomes a Peace Corps volunteer a leave without pay for the period of their service in the Peace Corps.



8.12 Personal Business Leave

8.12.1 Each unit member shall be granted time off with pay not to exceed eight (8) hours per year, to resolve matters of personal business which require attention during working hours and cannot be resolved during non-working hours.

8.12.2 Absence credit for personal business does not accrue.

8.12.3 Personal business leave may not be used for any of the reasons stated in Article 8, Section 8.3.5.

8.12.4 Application for personal business leave shall be made to the immediate supervisor at least twenty-four (24) hours before the leave is to begin, unless the reason for the leave is beyond prediction.

8.13 Maternity/Paternity Leave – The Board, in its discretion, may grant a permanent unit member a maximum of one (1) year unpaid maternity or paternity leave.

8.14 Child Care Leave – The Board, in its discretion, may grant a permanent unit member a maximum of one (1) year unpaid childcare leave.

8.15 Personal Leave – The Board, in its discretion, may grant a personal leave without pay for a specified period of time not to exceed one (1) year to a permanent unit member who has used all entitled vacation time and who must be absent from work because of pressing personal reasons. A personal leave of less than one (1) year may be extended upon approval of the Board to include one (1) full year of total leave time.

8.16 General Leaves – When no other leaves are available, the Board, in its discretion, may grant a leave of absence to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District and the unit member.

8.17 Required Court Appearance

8.17.1 A unit member who is subpoenaed to appear in court will be granted the necessary time off with pay to fulfill this obligation.

8.17.2 The unit member shall pay to the District any fee received for appearance as a witness.

8.17.3 Request for court appearance should be made by presenting, as soon as possible, the official court summons to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.

8.17.4 Unit members are required to return to work during any day in which a court appearance is not required.

8.17.5 The District may require verification of court appearance prior to, or subsequent to, providing compensation.

8.18 Critical Family Illness or Accident

8.18.1 Regardless of the number of critical accidents or illnesses, a maximum of three (3) total days per year with pay shall be granted in the case of critical illness or accident to a member of the unit member's immediate family. Immediate family is defined as in Bereavement Leave (8.1).

Such absence will not be deducted from authorized absences or leaves. The exception to “immediate family” allowed under Section 8.3.3.5 shall not apply to justify critical family illness or accident leave, but the unit member could apply personal necessity leave. Unit members working less than full-time shall be granted time pro-rated at the same ratio as their regular work schedule bears to full-time service.

8.18.2 Critical family illness or accident leave shall not be granted during non-paid leaves of absence, holidays or Board-granted days off.

8.18.3 Critical family illness leave does not accrue from year to year.

8.19 Break in Service

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

8.19.2 No period of unpaid illness, industrial accident or military leave of less than 120 calendar days shall be considered a break in service for the purpose of earning seniority under this Agreement. However, the unit member will not accrue vacation, sick leave, holidays or other leave benefits during this period.

8.19.3 Upon return, all time during which a unit member is in involuntary unpaid status as a result of layoff, shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave, holidays or other leave benefits.

8.20. Campus Closures:

8.20.1 In the event of a non-emergency campus closure, for example a power shutoff when the physical campus is closed but the college is still open for virtual instruction, all employees will be responsible for continuing work and/or service via a remote modality if possible. Employees who choose not to work or are otherwise unavailable during a non-emergency campus closure, must follow the leave policies and procedures contained in this agreement.

8.20.2 In the event of an emergency campus closure beyond the District’s control, such as extreme weather conditions, fire/smoke, flood, or as declared by local authorities to evacuate the physical campus and the college is closed for instruction, members designated as non-essential by the district may be sent home to work remotely, be provided an alternate work site, or placed on paid administrative leave. Members on paid administrative leave shall remain available during work hours to respond to all District communications.

8.20.3 Unit members deemed essential by the District-to-District operations may be required to report to work on the physical campus in response to the campus closure.

## ARTICLE 9 – INSURANCE PROGRAMS

### 9.1 Insurance Programs (General)

Employees may enroll their dependents in dental, vision, and/or life without having them enrolled into a medical plan as permitted by the medical JPA.

9.1.1 All insurance programs are subject to carrier requirements including but not limited to enrollment eligibility and processing of claims.

9.1.2 Insurance programs listed herein shall continue during leaves with pay.

9.1.3 Insurance programs listed herein shall not continue during leaves without pay, except that unit members at their option may continue the health, dental, vision, income protection, and life insurance programs by paying full District and member premium amounts in the manner prescribed by the District. Continuance in insurance programs while on an unpaid leave is subject to carrier requirements.

9.1.4 Insurance programs listed herein shall not continue after layoff, termination, resignation or retirement except as specifically provided by this Agreement or required by the expressed terms of the insurance policy or by law.

9.2 The District shall maintain, in participation with unit members and eligible dependents, a health plan, dental (including orthodontia), vision, and life insurance plans.

9.2.1 For the term of this Agreement the cap for benefits will be the same as determined for BCEA.

9.2.1.1 For the term of this agreement, all elements in BCEA 12.4, 12.5 and all subsections thereof will apply to classified staff.

9.3 The District shall provide a maximum of .95/\$100 of insured salary (disability insurance) towards income protection for unit members.

9.4 Unit members working sixty percent (60%) or less of full-time (60% is defined as 24 hours per week – 40 hours x 60% = 24) shall be entitled to premium payments for the health plan the employee chooses, dental, vision, income protection and life insurance programs by the District pro-rated at the same ratio as their regular work schedule bears to full-time service, any balance due insurance carriers to be paid by the unit member from payroll deductions. Full-time work will not be split for the purpose of avoiding medical benefits.

9.4.1 If eligible, unit members may apply for the 60% or less position referenced above.

9.4.2 Unit members who request a voluntary reduction in hours (not in lieu of layoff) to sixty (60) percent or less, shall be entitled to health plans for part-time unit members in accordance with section 9.4 of this Agreement.

9.4.3. Part-time unit members temporarily (increased) to greater than 60% for twenty (20) or more consecutive working days will receive an increased District premium contribution based on their temporary expansion. When the temporary expansion is removed, the premium contribution will return to the previous level.

## 9.5 Retirement

Unit members shall participate in the Public Employee Retirement Systems as allowable by law.

## 9.6 Retiree Medical Benefits

9.6.1 Unit members are eligible for retiree medical benefits when (a) they reach fifty-five (55) years of age and (b) they have served at least fifteen (15) years of continuous full-time employment with the District, or the combination of years of age and years of service equal or exceed seventy (70).

Example: a member who wants to retire at age 57 must have served at least 13 years of full-time employment with the District,  $57 + 13 = 70$ .

Any involuntary reduction in hours from full-time service will not be considered an interruption in full-time continuous service. His or her eligible dependents covered at the date of retirement will continue to be covered so long as they remain eligible dependents. Any dependent added after retirement that results in a premium increase may be covered at the retiree's cost as permitted by the medical plan provider.

For the purpose of receiving retiree medical benefits, full-time service is defined as follows: 10-month employees = 40 hours per week; 11-month employees = 38 hours per week; 12-month employees = 36 hours per week. For academic year (9-month) employees hired after July 1, 2013, who have reached the age of 55 years, employee must work 40 hours per week and have at least four (4) additional years of continuous full-time service with the District.

CSEA unit members hired before 7/1/2018 are eligible for retirement benefits when they reach fifty-five (55) years of age if they have served at least ten (10) years of continuous full-time employment with the District. Under such conditions, the District agrees to pay medical benefits only to age 65 or the date upon which they qualify for Medi-Cal and Medi-Care benefits (unless hired prior to 7/1/87 and eligible for retiree benefits per 9.6.2.1.).

9.6.2 The District shall pay the health plan premium of unit members electing retirement under the provisions of Section 9.6.1, subject to the following limitations:

9.6.2.1 To allow the District to continue this benefit up to and after age 65, on the date a unit member becomes eligible for Medi-Cal and Medi-Care, Plans A and B, they shall be required to sign up for the above plan.

9.6.3 A unit member who has been granted retiree medical benefits by fulfilling the requirements of Sections 9.6.1 and 9.6.2 above and who subsequently obtains employment outside the District with an employer that provides medical insurance shall be required to terminate the medical insurance provided by the District under the above-mentioned conditions.

9.6.4 Only unit members employed prior to July 1, 1987, may qualify for "lifetime" retiree medical benefits.

9.6.5 Employees hired after July 1, 1987, shall be eligible for participation in 9.6 only if they qualify under 9.6.1. If they qualify under 9.6.1, they will be eligible for the benefits in 9.6 only to age 65 or the date upon which they qualify for Medi-Cal and Medi-Care benefits.

- 9.6.6 Retiree Benefit Buyout: In lieu of receiving medical benefits after retirement, an eligible retiree may elect to have the district “buyout” their retiree medical benefits for the equivalent of one year of the current cost of the retiree’s base plan. Retirees with less than one (1) year of eligibility will be paid only the amount equal to the remaining months of eligibility. This buyout will be paid in one lump sum.

## ARTICLE 10 – GRIEVANCES

10.1 Purpose – To provide an orderly procedure for reviewing and resolving grievances promptly.

### 10.2 Definitions

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

A grievance shall not include, and this grievance procedure shall not apply to any of the following:

10.2.1.1 Any matter upon which the District is without authority to act;

10.2.1.2 Any alleged violation of law that does not also state a violation of a specific provision of this Agreement.

10.2.1.3 The evaluation of members of the unit, except for alleged violations of procedural matters;

10.2.1.4 Any discipline, discharge, dismissal or layoff of a member of the unit;

10.2.1.5 Any attempt to alter or change this Agreement;

10.2.1.6 An appeal of any Board decision if such decision is a result of a state or federal regulatory commission or agency rule or decision; or state or federal law or court decision;

10.2.1.7 Any other matter not included in the definition stated in Section 10.2.1.

10.2.2 Grievant – Any member of the bargaining unit covered by the terms of this Agreement.

10.2.3 Day – A “day” (for purposes of this Grievance Article) is any day on which the central administration office of the District is regularly open for business.

10.2.4 Immediate Supervisor – The immediate supervisor is the first (1<sup>st</sup>) District-designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.

### 10.3 Time Limits

10.3.1 A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure.

10.3.2 The District’s failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

10.3.3 Time is of the essence in all processing of grievances.

10.3.4 Time or procedural steps may be waived at any step by mutual agreement.

#### 10.4 Other Provisions

- 10.4.1 Members' Legal Rights – Nothing contained herein shall deny to any unit member their legal right to seek judicial review of an alleged contract violation after exhausting this Grievance Procedure.
- 10.4.2 The grievant may be represented by a designee of CSEA at any step of this Grievance Procedure, but the grievant must be present at all mutually agreed upon meetings of the parties at Levels I through IV. Exception to 10.4.2 may be mutually agreed to by the parties. The District shall provide copies of the decision at each level to the CSEA chapter president or their designee and to the grievant.
- 10.4.3 For each formal written grievance, a Job Steward shall be given a maximum of two hours released time to investigate the grievance. The released time shall be taken at a time when it will least interfere with their duties and after notifying their immediate supervisor. The Job Steward shall also notify the immediate supervisor of the grievant. If the Job Steward believes that more than two hours are necessary, they may apply to the chief human resources officer, and upon mutual agreement extra time may be allowed.
- 10.4.4 Grievance Processing – Limits – Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this Grievance Procedure. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the unit member knew or should have known more than twenty (20) days prior to notification of the immediate supervisor at Level I shall not be processed by the District. Timelines for filing a grievance at any level may be waived by written mutual agreement.
- 10.4.5 Employee-Processed Grievance – A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievance filed by unit members directly and any proposed resolution by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review and given ten (10) days to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the Grievance Procedure.
- 10.4.6 Grievance Meetings – Unit members shall not suffer loss of compensation for time spent during regular working hours as a grievant, representative or witness at a hearing or meeting held pursuant to this Grievance Procedure. However, no more than four (4) unit members may be released in any one grievance at any one time during their regular working hours, whether grievant, representative or witness, unless otherwise approved in advance by the District.
- 10.4.7 Grievance File – All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's official personnel file. Such file shall be available for inspection only by the unit member, CSEA representative, management's legal representative, management, supervisory and confidential employees directly involved in the Grievance procedure, and other persons with a specific need to know the information contained in the grievance or District's response.

## 10.5 Procedural Steps

### 10.5.1 Level I

- 10.5.1.1 Within twenty (20) days of the time a unit member knows or should have known of the occurrence of an alleged grievance, the unit member shall verbally discuss with the immediate supervisor or designee the alleged grievance. Prior to proceeding to Level II, this discussion must be confirmed in writing by CSEA to be considered a Level I grievance.

### 10.5.2 Level II

- 10.5.2.1 If a satisfactory resolution is not reached within ten (10) days of the discussion, the grievant shall, within ten (10) days thereafter, present the grievance in writing to the next higher designated manager, supervisor or designee, using the "Statement of Grievance Form" attached hereto as Appendix "B."
- 10.5.2.2 In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered and the reason for the appeal to Level II.
- 10.5.2.3 The next higher manager, supervisor or designee shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. The grievant, next higher manager, supervisor or designee may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

### 10.5.3 Level III

- 10.5.3.1 If the grievant is not satisfied with the decision at Level II, they may appeal the decision in writing within ten (10) days to the chief human resources officer or designee.
- 10.5.3.2 The appeal shall include a copy of the original grievance and appeal with the decisions rendered and the reasons for the appeal to Level III.
- 10.5.3.3 The chief human resources officer or designee shall communicate the decision in writing to the grievant within ten (10) days. Either the grievant, the chief human resources officer or designee may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

### 10.5.4 Level IV

- 10.5.4.1 If the grievant is not satisfied with the decision at Level III, they may appeal the decision in writing within ten (10) days to the Superintendent/President or designee.
- 10.5.4.2 The appeal shall include a copy of the original grievance and appeal with the decisions rendered and the reasons for the appeal to Level IV.
- 10.5.4.3 The Superintendent/President or designee shall communicate the decision in writing to the grievant within ten (10) days. Either the grievant, the Superintendent/President or designee may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.



#### 10.5.5 Level V Advisory Third Party Intervention

- 10.5.5.1 If a grievance is not resolved in Levels I, II, III, or IV, the Association may request, in writing, a hearing before an arbitrator. The request shall be filed in the Human Resources Office within fifteen (15) working days after the written decision of the Superintendent/President.
- 10.5.5.2 Within five (5) working days after receipt of a request for arbitration, the Vice President for Administration shall request the State Mediation and Conciliation Service (SMCS) to supply a list of five (5) arbitrators. The arbitrator shall be chosen by allowing each party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the party to strike first shall be by lot.
- 10.5.5.3 The district and the association shall share equally in the payment for the services and expenses of the arbitrator.
- 10.5.5.4 A qualified stenographic reporter shall be employed to record verbatim the entire hearing. If either party desires a transcript, that party shall pay the cost of the transcript, and if both parties request transcripts, they shall share the cost.
- 10.5.5.5 Powers and limitations of the arbitrator shall be as follows:
  - A. The functions of the arbitrator shall be:
    - 1. to hold a hearing concerning the grievance;
    - 2. to render an advisory decision, if possible, within twenty (20) working days after the closing of the hearing and, in any event, as soon as possible.
  - B. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this agreement but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this agreement as alleged by the grievant or grievants.
  - C. The arbitrator shall determine disputed interpretation of terms actually found in the agreement or determine disputed facts upon which the application of the agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award is fair and equitable.
  - D. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in briefs.
  - E. The arbitrator shall have no power to render an award in any grievance arising before or after the effective dates of this agreement.

#### 10.5.6 Appeal to the Board of Trustees.

- 10.5.6.1 If the advisory decision of the arbitrator is not appealed by either party, the arbitrator's decision shall be considered to be full and complete resolution of the

grievance and implemented in accordance with its terms. Either the grievant or the district may appeal the advisory decision of the (nonbinding) arbitrator to the district's board of trustees (the binding arbitrator) within ten (10) working days of such advisory decision. If the board of trustees does not act on the appeal within twenty (20) working days, the advisory decision of the arbitrator shall be considered the full and complete resolution of the grievance and implemented in accordance with its terms. Any extension of timelines will be mutually agreed upon. The decision of the board of trustees will be final. The final decision and written justification for the decision will be provided to both parties.

#### 10.6 Alleged District-Wide Violation of the Agreement

If the grievant believes that an alleged violation of the Agreement involves a District-wide violation of the Agreement, they may request the chief human resources officer to have the grievance initiated at a level higher than Level I, and upon mutual agreement, the grievance may be initiated at a higher level.

#### 10.7 General Provisions

- 10.7.1 Designations of representatives will be in writing. Such designations shall be entered on the grievance form.
- 10.7.2 No party may be required to discuss any grievance if his or her representative is not present.
- 10.7.3 The time allowances set forth in this grievance procedure may be extended by mutual written agreement of the grievant or the grievant's representative and the district.
- 10.7.4 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given at the preceding step.
- 10.7.5 If the district does not render a written response within the limits set forth at any step of the proceedings, the grievant may advance to the next step.
- 10.7.6 No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- 10.7.7 Wherever under this grievance procedure documents are required to be served or filed on one party by another, they shall be accompanied by a "Proof of Service" which shall include a statement by the party or the party's agent that the document was personally delivered, was deposited in the United States mail with first class postage properly affixed, or was deposited in the school mail, and the date on which said action was taken. The "Proof of Service" shall either be in the form of an affidavit, or a declaration made under penalty of perjury. Forms for "Proof of Service" shall be provided by the district and made available by the association.
- 10.7.8 If the representative of the grievant is a member of the bargaining unit, the district shall permit a reasonable amount of released time for the representative for the purpose of processing the grievance regardless of the outcome of the grievance

- 10.7.9 The evaluation of members of the unit, except for alleged violation of procedural matters shall not be subject to the grievance procedure.

## ARTICLE 11 – SALARY

- 11.1 Salary Schedule – The monthly salary amount shall be in accordance with the salary schedule attached hereto as Appendix C and incorporated herein by reference. For the most current salary schedule, refer to the District’s Human Resources website.
- 11.1.1 For the term of this Agreement the salary schedule shall be increased by the same percent granted to full-time faculty.
- 11.2 Step Increments – The District shall provide to all unit members attaining eligibility all salary step increments as shown on the salary schedules.
- 11.2.1 A unit member who has successfully completed their probationary period will advance to the next step increment of the salary schedule, if applicable, on July 1 provided that unit member was in paid status in the classification for at least six full months and provided there is no unsatisfactory performance evaluation during the previous fiscal year. Unit members hired into a classification between January 1 and March 31 must first complete their probationary period before advancing to the next step increment of the salary schedule. For these members, the first step advancement will occur at the beginning of the month following completion of the probationary period. Subsequent step increments will occur on July 1. For members hired in April, May or June, the first step increment will occur on July 1 following completion of probationary period.
- 11.3 Longevity – Longevity is calculated from the date of hire.
- 11.3.1 Completion of seven (7) full years to ten (10) full years, base salary plus three percent (3%).
- 11.3.2 Completion of ten (10) full years to fifteen (15) full years, base salary plus five percent (5%).
- 11.3.3 Completion of fifteen (15) full years to twenty (20) full years, base salary plus seven percent (7%).
- 11.3.4 Completion of twenty (20) full years and over, base salary plus nine percent (9%).
- 11.3.5 Eligibility for a longevity increment will not be affected by salary adjustments made for other reasons (reclassification/promotion, etc.)
- 11.4 Promotion
- 11.4.1 When a unit member is promoted under the provisions of Article 14 Promotion/Demotion, the unit member shall be placed on the step of the promotional range according to the below criteria:
- a. Placement will be at the nearest step which provides at least a five percent (5%) increase above the unit member’s previous placement or the highest step if no step provides at least a 5% increase.
  - b. Any longevity increment (11.3) the unit member has earned (if qualified) shall be continued and added to the new base step.

## 11.5 Paychecks

11.5.1 Paychecks will be distributed on the day that is the last working day of the month for the majority of unit members unless circumstances beyond the District's control prevent the above.

11.5.2 The service of direct deposit of paychecks will be carried out in a timely manner in relation to the provisions of Section 11.5.1

## 11.6 Doctoral Stipend

To receive the doctor's degree stipend, the doctor's degree shall be earned, not honorary, from an institution recognized by either the Council on Post-Secondary Accreditation or on the International Accrediting Association list of recognized agencies published by the U.S. Department of Education, Division of Eligibility and Agency Evaluation.

Doctorate stipend shall be \$4,104.43 per year. This stipend will increase by the awarded COLA each year as funded.

## ARTICLE 12 – TRANSFERS/REASSIGNMENTS/RECLASSIFICATIONS

### 12.1 Definitions

- 12.1.1 Transfer – The permanent change in assignment from one position to another, this may involve a change to another existing classification at the same salary range.
- 12.1.2 Reassignment – The permanent change in assignment, in the same position, involving a change in workstation, site, hours, work schedule, work year, or shift.
- 12.1.3 Site – A site is defined as the Butte College main campus or any of its off-campus centers.
- 12.1.4 Vacancy – A vacancy is an unfilled position in the bargaining unit which the Board desires to maintain and which is not being filled.
- 12.1.5 Workstation – A workstation is the area (office, bus route, campus, etc.) in which a unit member performs their regularly assigned duties.
- 12.1.6 Classification – A generalized job description that describes the duties, qualifications, working conditions and compensation for one or more CSEA positions.
- 12.1.7 Classify a Position – The creation of a new generalized job description (per 12.1.6).
- 12.1.8 Reclassification/Reclassify a Position – The revision of an existing generalized job description (per 12.1.6), in title, duties, or qualifications.
- 12.1.9 Promotion - The permanent change in assignment from one position to another, involving a change to an existing classification at a higher salary range.
- 12.1.10 Demotion – The permanent change in assignment from one position to another, involving a change to an existing classification at a lower salary range.
- 12.1.11 Salary Survey – The examination and determination of the salary to be assigned to an existing, newly created or reclassified classification.
- 12.1.12 One-time Payment for District Project Work  
When a unit member is assigned to work on a District project (such as Accreditation) during the course of their normal work week which is greater in scope than their current job and is not part of an existing classification, the District will compensate this work with a one-time payment to be determined by the District. The District will also determine what types of projects qualify for this one-time payment. This additional payment may not be PERS creditable compensation.

### 12.2 Implementation - Classification/Reclassification

- 12.2.1 Classification Survey – When an application for position classification analysis is submitted to Human Resources, *CSEA will be notified*, and a survey will be conducted to determine placement on the salary schedule:
  - 12.2.1.1 The following external agencies will be surveyed for similar classifications: CSU-Chico, Shasta CCD, Sierra CCD and Yuba CCD.

12.2.1.2 Comparison classifications must match at least 75% of the essential duties (as defined in the classification specification) of the District classification being surveyed.

12.2.1.3 Matches must be found from at least three (3) of the above agencies. When similar classifications do not exist or cannot satisfactorily be compared, the District may seek comparisons from additional California CCD's. If similar classifications do not exist or cannot satisfactorily be compared at other California CCDs, the District may seek comparisons at local unified school districts with comparable positions.

12.2.1.4 The salary ranges for matching classifications will be averaged to help determine the range for the classification being surveyed.

12.2.1.4.1 If the new salary impacts other classifications within a classification series (ex. Secretary I, II, III) the subsequent positions may be adjusted as well.

12.2.1.5 If fewer than three matching classifications can be found, the salary range will be independently negotiated by the District and CSEA based on similar classifications from the surveyed agencies.

12.2.2 When a unit member's position is reclassified to an existing classification resulting in salary placement to a higher range, or when a unit member's position is reclassified to a new classification and a salary survey has been conducted resulting in salary placement to a higher range that is one or two ranges higher than the previous range – salary placement will be at the same step (column) on the higher range.

12.2.3 When a unit member's position is reclassified to an existing classification resulting in salary placement to a higher range, or when a unit member's position is reclassified to a new classification and a salary survey has been conducted resulting in salary placement to a higher range that is at least three ranges higher than the previous range – initial salary placement will be at the first step (column A) on the higher range or on the step (column) which allows an upward movement of at least 5% over the previous rate of pay.

12.2.4 When a unit member's position is reclassified to an existing classification resulting in salary placement at a lower range, or when a unit member's position is reclassified to a new classification and a salary survey has been conducted resulting in salary placement to a lower range, the unit member's salary will be "Y-rated", or frozen at the current rate until they vacate the position or such time as future salary adjustments to the reclassified range exceed the Y-Rated salary.

12.3 Demotion – a unit member assigned to a classification at a lower range shall retain earned step (column) increments and longevity at the lower range.

#### 12.4 Voluntary Transfers and Reassignments

12.4.1 A unit member may at any time submit a request to Human Resources for transfer or reassignment. A copy of the request for transfer or reassignment shall at the same time be submitted by the unit member to their immediate supervisor. The District may, in its discretion, train, retrain, or grant voluntary transfers when vacancies within the bargaining unit exist. Pursuant to Title V, lateral transfers shall occur prior to an external recruitment.

- 12.4.2 Human Resources shall maintain a list of persons requesting transfer or reassignment. Names will be removed from the list after a one-year period unless the unit member resubmits their request for transfer or reassignment.
- 12.4.3 Whenever a vacancy exists in a position within the bargaining unit, Human Resources shall cause to be posted information regarding the vacancy via an appropriate institutional communication method in conjunction with an external recruitment. Notice of all such vacancies shall be posted for not less than five (5) working days prior to the position being filled.
- 12.4.4 Human Resources shall determine the eligibility of candidates, including those who have requested transfer or reassignment, and shall provide the management employee in the area in which there is a vacancy with a list of the candidates.
- 12.4.5 A probationary unit member may be eligible to request a voluntary transfer or reassignment with the concurrence of their immediate supervisor.
- 12.4.6 Classified employees exercising bumping rights, voluntary demotion in lieu of layoff, or reemployment rights after layoff may be given preference over unit members applying for voluntary transfer or reassignment.
- 12.4.7 The District reserves the right to make the final selection from eligible candidates to fill any vacancy.

12.5 Temporary and Permanent Involuntary Transfers and Reassignments

- 12.5.1 An involuntary transfer or reassignment is one initiated by management without the concurrence of the unit member.
- 12.5.2 Involuntary transfers and reassignments may be made at the discretion of the chief human resources officer upon a determination that the transfer or reassignment serves the best interest of the District. Involuntary transfers and reassignments shall not be arbitrary or capricious.
- 12.5.3 Notice of involuntary transfer or reassignment shall be given in writing to the unit member(s). Whenever possible, advance notice of fourteen (14) calendar days shall be given.
- 12.5.4 Except in disciplinary cases, the District shall seek volunteers before implementing permanent involuntary transfers or permanent reassignments. Volunteers will be sought from within the department in which the assignment exists unless the District determines broader solicitation of volunteers is necessary. If there are no volunteers, the chief human resources officer will first consider District seniority in determining whether to transfer or reassign the most junior person in the affected class. Seniority may be deviated from if because of one or more of the following considerations transfer or reassignment of the least senior person does not meet District needs:
- effect on efficiency of operation
  - special skills
  - needs of the particular office or position
  - number of people affected
  - need for retraining
  - personal well-being of those involved in the proposed transfer or reassignment
  - staff relationships



- experience in the position or class
- an emergency or extraordinary circumstance

The chief human resources officer shall notify the unit member who has been identified for permanent transfer or permanent reassignment. If the permanent transfer or permanent reassignment is not based on seniority the chief human resources officer shall, upon request, provide the unit member with a written statement describing the criteria that were used in making the determination.

This section (12.5.4 regarding Volunteers) does not apply to temporary involuntary transfers and reassignments. Temporary involuntary transfers and reassignments may be initiated by management without the concurrence of the unit member as per section 12.5.1 of this agreement.

12.5.5 At the request of the unit member, they shall be given the opportunity to meet with the chief human resources officer and/or designee(s) to discuss the reason for the transfer prior to the implementation of the transfer.

12.6 Probationary Period - A unit member who has been transferred or reassigned, voluntarily or involuntarily, to a different classification shall serve a probationary period of six (6) months during which time they may be returned at any time to their former classification at the discretion of the chief human resources officer. Serving a probationary period in a new classification does not affect a permanent unit member's permanent District status. The chief human resources officer may, at their discretion, waive probationary periods for transferred or reassigned employees.

12.7 Salary Placement upon Permanent Transfer or Reassignment – When a unit member permanently transfers or is reassigned to another position in the same salary range as their present placement, the unit member will continue to be paid at their currently assigned salary retaining step placement and longevity.

12.8 Medical Transfer –Alternate work may be assigned to a unit member, in accordance with the Americans with Disabilities Act (ADA), who has become medically unable to satisfactorily perform their regular job duties. The alternate work may constitute promotion, demotion, transfer or reassignment. The determination of medical inability may be confirmed by a duly authorized physician selected by the District upon request of either the unit member or the chief human resources officer.

12.9 Temporary Assignment to Higher Class

- a. When a unit member is temporarily assigned to a higher classification for more than five (5) working days within a fifteen (15) working day period, the unit member will have their salary adjusted upward for the entire period they are required to work in that higher classification. Unit members will be entitled to all incidents of their permanent classification during and upon the completion of the temporary assignment.

A unit member eligible under 12.9.a for temporary assignment to a higher classification pay, shall be placed on the higher range at Step A unless it is the same or less than the unit member's current monthly salary rate (range/step) in which case the placement shall be at the first step on the higher range with a higher monthly rate than unit member's current monthly salary rate.

- b. When a unit member is temporarily performing duties which are outside their current classification, they shall be entitled to additional compensation for the percentage of duties that fall within the higher classification at the higher range at the member's current step.

- 12.10 One-time Payment for District Project Work - When a unit member is assigned to work on a District project (such as Accreditation) during the course of their normal work week which is greater in scope than their current job and is not part of an existing classification, the District will compensate this work with a one-time payment to be determined by the District. The District will also determine what types of projects qualify for this one-time payment. This additional payment may not be PERS creditable compensation.

## **ARTICLE 13 – EMPLOYEE RIGHTS**

### **13.1 Personnel Files**

- 13.1.1 The official personnel file of each unit member shall be maintained at the District Human Resources Department. No adverse action shall be taken against a unit member based upon written derogatory material which is not contained within the official personnel file, or otherwise made known to the unit member, unless otherwise permitted by law.
- 13.1.2 Unit members shall be provided a copy of derogatory written material before such material is placed within the official personnel file. The unit member may, within ten (10) working days after receiving the material, have attached a written response to the derogatory material for inclusion within the official file.
- 13.1.3 The unit member may, within the ten (10) working day period, during working hours, review, initial, date and return such copy through administrative channels to the central administrative office. A reasonable amount of released time will be given for such review. Released time shall have prior approval of the chief human resources officer.
- 13.1.4 A unit member or representative authorized by the unit member in writing shall have the right, without loss of pay during their regular working hours, and during the regular District office business day to examine all materials (except those items which were obtained prior to employment, prepared by identifiable examination committee members or obtained in connection with a promotional examination) contained within the official personnel file. Advance appointments for examination shall be required and scheduled with the chief human resources officer.
- 13.1.5 CSEA agrees to indemnify and hold harmless the District from any and all claims, demands, or suits or any other action arising from an authorized CSEA representative's examination of the file.
- 13.1.6 Official personnel files are considered confidential and are available for review only to those persons having a legal right or authorization to inspect. The District shall maintain a log, within each personnel file, indicating the persons who have examined the file and the date of such examination.
- 13.1.7 District shall have a member of the Human Resources staff present when any official personnel file is examined.
- 13.1.8 At the written request of the unit member, derogatory materials (letters of discipline, reprimand, or warning, and negative evaluations) shall be sealed in the personnel file after remaining in the file for a period of four (4) years.

### **13.2 Performance Appraisal – Frequency**

- 13.2.1 Probationary unit members shall be evaluated by the completion of their third (3<sup>rd</sup>) month and immediately prior to the completion of their fifth (5<sup>th</sup>) month of probationary service. If the probationary period is extended in accordance with Section 6.8 the unit member will be evaluated monthly for the term of the extension. The probationary unit member becomes permanent on the first day after the sixth month is completed unless terminated or probation is extended.

13.2.2 Permanent unit members shall be evaluated every two years, on or about their anniversary date.

13.2.3 Probationary or permanent unit members may be evaluated more frequently where there is reasonable cause for such evaluation or when done in conjunction with a performance improvement plan.

### 13.3 Performance Appraisal – Forms

13.3.1 Forms used for evaluation shall be those approved by the District.

13.3.2 Student feedback may be considered as part of the evaluation process at the discretion of the evaluating supervisor.

### 13.4 Performance Appraisal – Evaluation Conference

13.4.1 In the presence of the unit member, the evaluator and unit member shall discuss and review the performance evaluation.

13.4.2 The unit member at the end of the conference shall sign the evaluation indicating the conference was conducted by the evaluator and shall be informed of the right to prepare and have filed with the evaluation any written comments which the unit member wishes to make and have attached thereto. The unit member has ten (10) working days after the conference to present to the evaluator in writing their comments to be attached to the evaluation.

13.4.3 All evaluations shall be kept in confidence and filed in the unit member's personnel file.

13.4.4 Reasons for an evaluation below satisfactory in any area shall be furnished in writing and shall include specific recommendations for improvement and provisions for assisting the unit member in implementing any recommendations made.

13.4.5 Following any less than satisfactory evaluation the unit member shall be given a follow up evaluation after the period of time required by the improvement plan. Extreme misconduct or illegal activity that requires immediate discipline or qualifies for immediate termination shall not be restricted by this section.

### 13.5 Tools and Equipment

13.5.1 The District agrees to provide all tools, equipment, coveralls, rain gear and supplies required of unit members for performance of their employment duties.

13.5.2 Where the District and any unit member have agreed for the unit member to provide tools or equipment belonging to the unit member for use in performance of employment duties, the District shall provide a safe place of storage for such tools and equipment and shall pay for loss or damage and/or replacement costs resulting from normal wear and tear.

### 13.6 Mileage Compensation During Temporary Assignments – Any unit member assigned by the District to work at a work site on temporary assignment which is more than five (5) miles further from their residence than is their regular assigned work site shall be compensated for the total mileage difference between their regular assigned work site and their temporary work site at the amount established per

Board policy for reimbursement for mileage. The District may furnish transportation in lieu of paying mileage.

13.7 Seniority

13.7.1 District seniority shall mean the length of service from the last continuous date of hire with the District, subject to Article 8, Section 8.19.2 and Section 8.19.3.

13.7.2 Length of service shall be subject to section 18.2 of this agreement.

13.8 Criminal Background Investigation – In accordance with Education Code, the District may require unit members to pay, up to the statutory limit, for the cost of fingerprinting; and the District may require unit members to pay for the cost of criminal background reports.

## ARTICLE 14 - PROMOTION/DEMOTION

### 14.1 Definitions

- 14.1.1. Promotion – A promotion is a movement from one class to another class assigned to a higher salary range.
- 14.1.2. Demotion – A demotion is a downward movement of a unit member from one class and/or step to a lower class and/or step which involves a reduction in pay based on the District-approved salary schedule.
- 14.1.3. Vacancy – The definition of vacancy set forth in Article 12, Section 12.1.4, is applicable to this Article.

### 14.2 Promotion

- 14.2.1 Unit members may apply for any announced vacancies. An in-house applicant must satisfy the minimum qualifications announced for a position and follow the same application procedure required for all other applicants. A unit member accepting a promotion becomes probationary for a period of six (6) months in the new position.
- 14.2.2 Unit members who make timely application for a promotional opportunity under Section 14.2.1 and whose training, ability and District evaluations demonstrate that they are qualified for such promotion shall be given consideration for promotion and the opportunity for an interview for the position.
- 14.2.3 When vacancies occur, notices shall be published and shall be distributed to CSEA and all divisions and departments, through the use of email internet / intranet, direct mail, bulletin boards or other appropriate methods of communication or combination of methods as the District sees fit that reasonably ensure every unit member has been notified. Openings shall be announced for a minimum of five (5) days before the deadline date.
- 14.2.4 A permanent unit member who acquires probationary status as a result of promotion shall retain permanent status in their former classification until completion of a six (6) month probationary period in the new classification. At any time during the probationary period, the unit member may be returned to their former classification at the discretion of the chief human resources.
- 14.2.5 Salary Placement – A unit member who accepts a promotional move shall be placed upon the appropriate salary range at a step assuring a minimum of five percent (5%) increase in salary. If a unit member, prior to promotion, would have received an annual increment within the next six (6) month period had they not been promoted, placement on the new step shall ensure at least a five percent (5%) salary increase beyond the annual increment increase. The final determination for salary placement rests with the chief human resources officer.

### 14.3 Interim Positions – Unit members meeting minimum qualifications and having satisfactory evaluations shall be given first consideration, upon request, for interim positions resulting from a unit member's being on leave, when the District desires to fill such a position.

- 14.3.1 If more than one unit member qualifies under this section, the District will make the selection.

#### 14.4 Voluntary Demotion

- 14.4.1 A unit member may apply for any announced vacancy. An in-house applicant must satisfy the minimum qualifications announced for the position and follow the same application procedure required for all other applicants.
- 14.4.2 Before accepting a position placed at a lower salary range than the unit member's current classification, the unit member must agree in writing to salary placement, probationary period and all other terms of employment.
- 14.4.3 A unit member who requests and accepts a voluntary demotion shall have their salary reduced to no less than the same step position in the lower classification which they held in the higher classification.
- 14.4.4 A unit member requesting and accepting a voluntary demotion shall serve a probationary period of six (6) months in the new position. At any time during the probationary period the unit member may be transferred or reassigned at the discretion of the chief human resources officer.
- 14.4.5 Employees who demote, either voluntarily or involuntarily, will receive future salary step advancements without regard to the position date associated with the demotion.

- 14.5 Involuntary Demotion – Unit members may be given an involuntary demotion as a disciplinary action for cause. The chief human resources officer will prepare and make special recommendations in each instance. The unit member will serve a six (6) month probationary period in the new classification. At any time during the probationary period, the unit member may be transferred, reassigned or subjected to further disciplinary action upon the recommendation of the chief human resources officer.

## ARTICLE 15 – HOURS AND OVERTIME

### 15.1 Work Year

- 15.1.1 Twelve-Month Positions – The fiscal year, July 1 to June 30, shall constitute the work year for all twelve (12) month positions.
- 15.1.2 Eleven-Month Positions – Those positions designated as having eleven (11) months of service shall be assigned for a period of eleven (11) months so as to allow one (1) full month of consecutive days without pay. Vacant eleven (11) month 100% FTE positions may be converted to and recruited as twelve (12) month 90% FTE positions to meet District needs. Unit member will still qualify as full-time for purposes of retiree medical benefits per 9.6.1 of this Agreement.
- 15.1.3 Ten-Month Positions – Positions designated as having ten (10) months of service will be assigned for a period of ten (10) months so as to allow two (2) full months of consecutive days off without pay.
- 15.1.4 Nine-Month Positions – Academic Year (Nine-month) Positions – Positions designated as having roughly nine (9) months of service will be assigned for the academic year, beginning the week prior to the start of each primary term, and concluding the last day of each primary term. Exceptions may be granted, upon mutual agreement, as necessary for business purposes.

### 15.2 Calendar of Work – Unit members whose work year is less than twelve (12) months shall be informed at least thirty (30) days in advance of any days during the work year on which they shall not be scheduled to work.

### 15.3 Workweek – The workweek for all unit members shall consist of forty (40) hours within any seven (7) day period. Unit members will be scheduled in accordance with the hours of operation for the building/department. Services are expected to be provided by unit members for each day of operation. The workweek for all unit members shall be from Saturday at midnight, through midnight of the following Saturday. The workweek shall consist of forty (40) hours within the seven (7) day period.

#### 15.3.1 Five-Consecutive Day Workweek

15.3.1.1 The workweek shall consist of forty (40) hours within any seven (7) day period; the workday may be between four (4) and nine (9) hours within any twenty-four (24) hour period. The standard workweek for the District is four 9's and a 4 (9 hours per day Monday through Thursday and 4 hours on Friday).

15.3.1.2 A unit member will work any five (5) consecutive days in a workweek with two (2) days off.

#### 15.3.2 Four-Consecutive Day Workweek

15.3.2.1 The workweek shall consist of forty (40) hours within any seven (7) day period; the workday shall be ten (10) hours within any twenty-four (24) hour period.

15.3.2.2 A unit member will work any four (4) consecutive days in a workweek with three (3) days off.



15.3.2.3 Before unit members are assigned to work a ten (10) hour day, four (4) day workweek, their concurrence will be ascertained through the CSEA.

#### 15.4 Workday

15.4.1 “Workday” is defined as: Hours of work assigned to the position by the District at the time an employee is assigned to the position. The normal workday shall be between four (4) hours and ten (10) hours within any twenty four (24) hour period.

15.4.2 Except in disciplinary cases, the District shall seek volunteers before making temporary or permanent involuntary change in shift times. If there are no volunteers, seniority may be considered when changing shift times involuntarily unless their change in hours is for disciplinary purposes, in which case the District rules and regulations on discipline shall apply. Discipline shall not be grievable. See section 12.5.4 regarding considerations for transfer or reassignment.”

15.4.3 The unit member shall be given the opportunity to meet with the appropriate management employee to discuss the reasons for the change in hours.

15.4.4 The District shall not change an incumbent employee’s workweek to include a Saturday or Sunday without the employee’s consent.

15.4.5 Assigned workdays for vacant positions will be posted on job announcements.

15.5 Part-Time Assignments – When a part-time assignment is increased, the “incumbent” shall be offered the additional assignment. At the discretion of the District, this provision may not apply to unit members who have not successfully completed the probationary period or where an improvement plan is in place. If there are multiple part-time positions within the same department, the most senior member is the incumbent. If there is only one part-time position in the department, the member in that position is the incumbent. If the incumbent declines the assignment, Human Resources will post the position for voluntary transfer or reassignment per section 12.4.1 prior to an external recruitment.

15.6 Lunch Periods – Unit members shall be permitted a minimum one-half (½) hour, and no more than one (1) hour, non-paid, duty-free, lunch period at a scheduled time, normally at the approximate mid-point of their shift. To be eligible for lunch periods, a unit member must be on duty for more than four (4) hours. Lunch periods shall not be used to shorten the workday without approval of the immediate supervisor or manager. Where, due to District needs, the unit member is required to work the assigned workday without an uninterrupted lunch period, such time shall be compensated at one and one-half (1 ½) times regular pay.

15.7 Rest Periods – Unit members shall be permitted a paid, fifteen (15) minute rest break for each four (4) hours of assigned work at the approximate mid-point of their four (4) hour assignment. Rest periods may not be combined, used during the first or last hour of the assigned workday or used to shorten the workday.

#### 15.8 Overtime

15.8.1 Authorization – Provisions for a forty (40) hour workweek do not restrict the chief human resources officer or designee from extending the regular work schedule on an overtime basis when such is necessary in their sole discretion to carry on the business of the District.

## 15.8.2 Designation of Overtime

- 15.8.2.1 Full-time unit member, five (5) day workweek – Work performed in excess of eight (8) hours in one (1) day or forty (40) hours in a workweek shall be classified as overtime when approved in advance by the immediate supervisor.

If the regular scheduled hours of operation/work for the department is other than an 8 hour day, work must be performed in excess of those required hours per day or forty (40) hours in a workweek to be considered overtime. For example, for operations with workweeks that consist of four nine-hour days plus one four-hour day, overtime will be paid for all hours worked in excess of nine (9) hours in one day or forty (40) hours in a week.

- 15.8.2.2 Full-time unit member, four (4) day workweek – Work performed in excess of ten (10) hours in one (1) day or forty (40) hours in a workweek shall be classified as overtime when approved in advance by the employee's supervisor or manager.

- 15.8.2.3 Part-time unit member – Work performed in excess of eight (8) hours in one day or forty (40) hours in one workweek, or work performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of the unit member's workweek, shall be classified as overtime. For part-time unit members whose standard workday is between eight (8) and ten (10) hours, overtime will be paid for hours in excess of the standard workday or forty (40) hours in a workweek.

## 15.8.3 Compensatory Time Off for Overtime

Overtime may be worked with the option of compensatory time off (CTO) with the prior approval of the supervising manager. Although CTO cannot be lost, it should be scheduled to be used within the same pay period it was earned.

- 15.8.3.1 At the option of the unit member and upon approval by the District, overtime compensation may be in the form of compensatory time off at the rate of one and one-half (1 ½) the hours of overtime worked. An employee may not accrue more than 240 hours of compensatory time off. Any employee who has accrued 240 hours of compensatory time off shall, for any additional overtime hours worked, be paid overtime compensation. (Per FLSA and Labor Code 204.3.)
- 15.8.3.2 The request for compensatory time off in lieu of overtime pay must be made at the time earned. Such decision is irrevocable.
- 15.8.3.3 Compensatory time off may be accumulated, but any time accumulated should be taken within twelve (12) months of being earned. The schedule for taking such accumulated compensatory time off may be granted or ordered at the District's discretion.
- 15.8.3.4 When compensatory time off is not requested, overtime hours shall be paid at the rate of one and one-half (1 ½) pay for hours scheduled and worked.

#### 15.8.4 Overtime Distribution

Overtime will be distributed and rotated as equally as practicable considering job classification, special abilities and specific District needs.

#### 15.9 Holiday Compensation

- 15.9.1 All unit members shall be entitled to specific holidays and Board-granted days off with pay as determined by the holiday schedule, providing the holiday falls during their normal work year and they are in paid status during any portion of the working day immediately before or after the holiday or recess period. For purposes of this section, floating holidays and Admissions day are not considered “working days” and do not put an employee in paid status that would entitle a member to additional holidays.
- 15.9.2 If a unit member is required by the chief human resources officer or designee to work on a holiday or Board-granted day off, the unit member will receive in addition to their regular pay, time and one-half (1 ½) for the hours worked. A unit member who is paid overtime for working on a holiday or Board-granted day off will not receive an additional day off.
- 15.9.3 Whenever Friday or Monday is observed by the District as a holiday because the actual legal holiday falls on Saturday or Sunday, a unit member whose normal workweek includes working on Saturday and Sunday may elect to receive either the holiday or the in-lieu-of day as the observance day. When a unit member is required to work both a holiday and an in-lieu-of day, the unit member will be paid in addition to their regular pay, at the time and one-half (1 ½) rate for the hours worked on only one (1) day.
- 15.9.4 Should a holiday or Board-granted day off occur while a unit member is absent from work because of sick leave, vacation or other paid leave of absence, the holiday shall be considered as straight time worked and shall not be deducted from any other paid leaves of absence.
- 15.9.5 For holidays that fall on a non-work day, see section 8.7.5 of this agreement.

#### 15.10 Compensation for Call-In/Call-Back Time

- 15.10.1 Call-In Time – A unit member who is called in to work prior to their regular scheduled time shall be compensated for actual hours worked on a straight time or overtime basis as are other hours worked under this Agreement. A unit member who is called in to work on a day when the member is not scheduled to work shall be guaranteed two (2) hours work and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.
- 15.10.2 Call-Back Time – A unit member who is called back to work after the completion of the member’s regular scheduled work assignment shall be guaranteed two (2) hours work and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement. Call-back pay shall not apply to hours contiguous with a member’s normal work shift.

## 15.11 Compensation for Shift Differential

- 15.11.1 Unit members required to work more than four (4) hours per day between the hours of 9:30 p.m. and 6:30 a.m. will be paid an additional seven and one-half percent (7 ½%) for the month, providing the assignment is one-half or more of the working days in the month. Shift differential is applied to both base pay (defined as compensation based on the member's current pay range and step increment as shown on the current salary schedule) and longevity.
- 15.11.2 Unit members required to work four (4) hours or less per day between the hours of 9:30 p.m. and 6:30 a.m. will be paid an additional three and three quarters percent (3 ¾%) for the month, providing the assignment is one-half or more of the working days in the month. Shift differential is applied to both base pay (defined as compensation based on the member's current pay range and step increment as shown on the current salary schedule) and longevity.
- 15.11.3 A three and three quarters percent (3 ¾%) split shift differential for the month shall be paid a unit member where an 8 hour shift is split and the total span of hours exceeds ten (10) hours daily for a period of one-half or more of the working days in the month. Shift differential is applied to both base pay (defined as compensation based on the member's current pay range and step increment as shown on the current salary schedule) and longevity.
- 15.11.4 Compensation for shift differential shall be paid only for hours worked on the defined shift. An employee who is assigned to and works fifty percent (50%) or more of their working days between the required hours shall receive the shift differential pay specified in this section.

## 15.12 Stand-By Time

Unit members may be scheduled to stand-by at home or another location specified by the District for immediate work when called upon. All stand-by duty is working time and shall be considered as regular hours worked and compensated on a straight time or overtime basis as are other hours worked under this Agreement. The total regular work time plus stand-by time should not exceed two hours beyond the employee's regular work shift.

- 15.13 On-Call Time - Unit members may be scheduled to be on-call, available for possible call-in/call-back within 2 hours from being called subject to the conditions enumerated in Section 15.13.1 through 15.13.7. On-call unit members are free to engage in leisure activities so long as they are able to return within 2 hours of being called-in/called-back. In the event a unit member is called-in, the unit member will be compensated in accordance with Article 15.10.

- 15.13.1 On-Call shifts will be limited to no more than two (2) weeks. No unit member will be required to work back to back on-call shifts. Unit members may waive either of these requirements *in writing*.
- 15.13.2 Unit members will be assigned to on-call shifts only during their normal work year, or during times they have been assigned a work shift outside their normal work year. No unit member will be assigned to an on-call shift during periods that they are not scheduled to perform normal work duties.
- 15.13.3 Unit members will receive written notice of their on-call assignment at least thirty (30) days in advance of the assignment. Unit members may waive this requirement *in writing*.

- 15.13.4 Unit members will not be assigned to on-call shifts that conflict with pre-approved leaves of absence. Where possible, consideration will be given where unit members have conflicting previously scheduled activities.
- 15.13.5 Volunteers will be sought, from unit members having appropriate skills, before assigning on-call shifts. If there are not sufficient volunteers available, unit members will be assigned to on-call shifts on a rotating basis based first on specific skills necessary to perform the assignment and second on seniority. Unless mutually agreed upon, unit members will not be placed on call for more than eight (8) 2-week periods in a fiscal year.
- 15.13.6 On-call shifts will be compensated at a rate of \$25 per one day of on-call shift for workdays, and \$50 per day of on-call shift for non-workdays.
- 15.13.7 Repeated On-call shifts will be limited to extenuating circumstances.
- 15.14 Computation of Hours – For the purpose of computing the number of hours worked, all time during which a unit member is in paid status, excluding overtime, shall be construed as hours worked.
- 15.15 Summer Work Schedule
  - 15.15.1 The standard summer work schedule will be Monday – Thursday, 7:00 am to 5:00 pm with a ½ hour lunch. The dates for the summer work schedule will be determined by the District per the Academic Calendar.
  - 15.15.2 District/department needs may require full-time unit members to maintain a schedule other than the standard summer work schedule. Human Resources will inform CSEA of members not following the standard summer work schedule. If the unit member's work schedule is within the Monday – Thursday timeframe, the unit member will work summer hours. If a unit member is required to maintain a 5 day/week work schedule, they will forgo the summer hours and maintain a 40 hour/week schedule.
  - 15.15.3 Part-time unit members will continue to work the same number of hours of their regular schedule and should work with their managers so that all hours are worked within the Monday-Thursday timeframe.

## ARTICLE 16 – SAFETY

- 16.1 District Compliance – The District and unit members shall conform to and comply with all health, safety and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 16.2 Safety Committee – Two (2) unit members shall be appointed by CSEA to the District Safety Committee which reviews health, safety, sanitation and working conditions to ensure compliance with Section 16.1 of this Article.
- 16.3 Released Time – The unit members on the committee shall be allowed reasonable released time to carry out obligations under Section 16.2 of this Article assigned by the Safety Committee.
- 16.4 No Discrimination – No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 16.1 of this Article.
- 16.5 The District may require unit members to wear or use equipment or gear that it determines to be necessary for the requirements of safety and/or health, in which case the District shall provide the required equipment or gear and training in its use. Unit members who are required to wear or use equipment or gear for safety purposes and who refuse or repeatedly forget to wear it shall be subject to disciplinary action which may include but is not limited to suspension without pay or dismissal.
- 16.6 Each unit member shall be responsible for reporting any accident or injury that occurs to him/her. The accident or injury shall be reported to the immediate supervisor and to the Human Resources Department as soon as possible but no later than twenty-four (24) hours after the occurrence.
- 16.7 In the case of an unplanned situation that renders a unit member's workspace and/or work tools unavailable, the District will make a reasonable effort to provide temporary work space, or to reassign the member temporarily to any needed work for which the member is qualified while restoring the work space and/or tools.

## **ARTICLE 17 – CONTRACTING OUT WORK**

- 17.1 The District reserves the right to contract out any work permitted by statute now being performed by unit members. No later than ninety (90) days prior to contracting out the work, the District shall consult with CSEA. The District shall attempt to relocate unit members affected by contracting out work.
- 17.2 Before contracting out work performed by classified employees the District must follow Education Code, Section 88003.1.

## ARTICLE 18 – REDUCTION IN FORCE (LAYOFF)

### 18.1 Definitions

18.1.1 Layoff – Layoff is defined as an involuntary separation from District service due to lack of work or lack of funds. A reduction in hours, other than those created by circumstances under the provisions of Section 18.1.1.1 of the contract shall not be considered a layoff under the collective bargaining agreement.

18.1.1.1 A voluntary reduction of hours, workweek or work year or voluntary assignment to a class lower than that in which the unit member has permanence may be accepted in order to avoid interruption of employment by layoff.

18.1.1.2 The definition of lack of work and lack of funds, and the determination of what positions are affected, are reserved to the District.

18.1.2 Class – Each of the different job titles included in Appendix D is a class. For a current list of job titles and class specifications, see the HR website.

### 18.2 Seniority

18.2.1 Seniority in class is based on length of service in that class and higher classes from the last continuous date of hire as a probationary or permanent classified employee, subject to Section 18.2.5 and 18.2.6 below.

18.2.2 Length of service shall be based on hire date. In cases where unit members hired into the same classification are hired on the same date, seniority by hire date will be determined by lottery at time of hire. Unit members hired prior to July 1, 2013 will have their length of service grandfathered by the hours in a paid probationary or permanent status, excluding overtime.

18.2.3 If two or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date (District) seniority, or if that be equal, then the determination shall be made by lot under the supervision of Human Resources.

18.2.4 Time paid by the District for working out of class shall be counted as seniority in the higher class.

18.2.5 No period of unpaid illness, industrial accident or military leave of less than 120 calendar days shall be considered a break in service for the purpose of earning seniority under this Agreement. However, the unit member will not accrue vacation, sick leave, holidays or other leave benefits during this period.

18.2.6 If a laid off unit member is reemployed within the thirty-nine (39) month period of reemployment preference, all time during which the unit member was in involuntary unpaid status shall be counted for seniority purposes. However, during the period of layoff, the unit member shall not accrue vacation, sick leave, holidays, service credit (longevity) or other leave benefits.

18.3 Order of Layoffs – The unit member(s) with the least seniority in the class and higher classes shall be laid off first. (See Appendix F)



#### 18.4 Bumping Rights

- 18.4.1 Unit members identified for layoff under Section 18.3 may exercise bumping rights into an equal or lower class in which they have served if they have more seniority in that class and higher classes than someone currently serving in that class.
- 18.4.2 If the unit member has seniority in more than one class of equal salary range, the unit member shall bump into the classification they most recently held.
- 18.4.3 If the more senior unit member has a shorter workday or work year than the person to be bumped, the unit member must take the longer day or work year of the more junior employee or be laid off.
- 18.4.4 When more than one position is affected by layoff, the availability to some unit members of the options of voluntary reductions in hours, voluntary demotion, or the exercise of bumping rights may depend on what options other affected unit members may choose. The District may call a meeting or contact unit members directly to inform them of their options prior to sending layoff notices or the District may notify all possibly affected employees of layoff and elicit their preferences in response to the notice of layoff. This notice will be sufficient to comply with the Education Code notice requirements.

#### 18.5 Reemployment After Layoff (applicable only to complete separation from employment)

- 18.5.1 A unit member who has been laid off has reemployment rights (preference to new applicants) for thirty-nine (39) months into the class which they were laid off or equal or lower classes in which the unit member has served. If more than one of such positions is available, reemployment will be into the highest available class. Reemployment shall be in the reverse order of layoff. Unit members who accept a position in a lower class than that from which they were laid off retain reemployment rights in accordance with Section 18.6.

“Unless the unit member is on the 39-month list due to continuing medical inability to perform, such employees shall also have the right to be employed in preference to outside applicants into any vacant position in any classification for which they have applied and are qualified as determined by test or assessment by the District. It shall be the laid off employee’s obligation to notify the District that they believe they are qualified to serve in any classification, and Human Resources shall be obligated to provide any applicable qualifying test or assessment in a timely manner. It is recommended that an employee provide such notice as soon after receiving a layoff notice as possible in order to allow Human Resources to “pre-qualify” him/her in any classification they believe they are qualified to serve.”

- 18.5.2 The District shall fulfill its duty to communicate an offer of reemployment by depositing a written letter offering reemployment in the certified mail to the last address that the unit member has provided Human Resources.
- 18.5.3 If the District fails to receive an acceptance within ten (10) calendar days after proof of delivery of the offer, it shall consider that the unit member has declined that offer of reemployment. If a unit member declines a second offer, they shall have waived the right to reemployment.

Any offers of reemployment in a lower classification or for fewer hours or workdays than the position from which the unit member was laid off may be declined without prejudice.

- 18.5.4 A unit member who accepts an offer of reemployment shall be given at least twenty-four (24) calendar days after the postmark date of the District’s offer to return to work. The District may

establish a time for return to work of more than twenty-four (24) days. By mutual agreement the unit member may report to work within fewer than twenty-four (24) days.

18.5.5 A unit member who has accepted an offer of reemployment at the same or lower range will be restored to their step on the salary schedule, but service credit (longevity) and benefits do not accrue during layoff. A unit member who has accepted an offer of reemployment at a higher range, that is at least three (3) ranges higher than the previous range, will be placed on the first step of that range on the salary schedule that would provide the unit member with at least a 5% increase over the previous rate of pay, but service credit (longevity) and benefits do not accrue during layoff.

18.5.6 The District shall notify the Association of all reemployment offers made, and the acceptances and rejections.

18.6 Reemployment After Voluntary Reduction in Assigned Time (hours, workweek, work-year) or Demotion in Lieu of Layoff

18.6.1 Voluntary demotion - Unit members who take voluntary demotions in lieu of layoff shall be, at the unit member's option, returned to a position in their former class as vacancies become available, and with no time limit, except that they shall be returned in accordance with their seniority. The District may, after sixty-three (63) months, send to any unit member on a reemployment list a letter asking if the unit member wishes to remain on the reemployment list. The District shall retain on the list only those unit members who have indicated they wished to remain on the list.

18.6.2 Voluntary reduction in assigned time – Unit members who accept positions with fewer hours or less work year in lieu of layoff shall be, at the unit member's option, returned to a position with their former hours, workweek or work year as vacancies become available with no time limit, except that they shall be returned in accordance with their seniority. The District may, after sixty-three (63) months, send to any unit member on a reemployment list a letter asking if they wish to remain on the reemployment list. The District shall retain on the list only those unit members who have indicated they wished to remain on the list.

18.7 Benefits After Layoff

18.7.1 If within the first fifteen (15) days after notification of layoff the unit member files a request in writing to Human Resources, the unit member who has been laid off may continue their health insurance for up to an additional eighteen (18) months by paying the full cost of the premiums.

18.7.2 Unit members who have had a reduction in assigned time are entitled to have health, dental, vision and life insurance benefits paid in the same proportion as the amount paid prior to such reduction.

18.7.3 Unit members who have been notified of layoff (and who have not selected reduction in assigned time or demotion in lieu of layoff) may use up to eight hours of available personal necessity leave to look for other employment, providing a request is made in advance and approved by the chief human resources officer and the time off is scheduled at a time mutually convenient to the unit member and their supervisor.

18.8 Work previously performed by unit members who have been laid off may be performed by confidential, supervisory or management employees. Faculty, volunteers and short term employees will not be

assigned such work by the district, except as permitted in 18.13. If the work actually performed by a laid off unit member has, in the opinion of the Association, been assigned a student, the District shall attempt to work out any conflict in consultation with the Association.

18.8.1 Out-of-class assignments of more than 45 calendar days shall not be performed by unit members who took demotion from that higher class in-lieu-of layoff or bumped from that higher class into a lower class when there is on the layoff reemployment list a unit member who has more seniority in the class for which the out-of-class assignment is to be made and who wants the assignment.

18.8.2 The District retains the right to employ students in federal, state and District funded programs to a maximum of 20 hours per week except during non-instructional periods subject to the following limitation.

18.8.3 In order to provide students with work experience and financial assistance, the use of student employment is encouraged. However, hiring students to backfill for the duties of a laid off unit member is not permitted. Students will not have responsibility for classified work.

18.9 Layoffs and their effects shall not be subject to further negotiations but shall be governed by the provisions of this Agreement. Nothing in this agreement shall preclude the parties from initiating negotiations on any matter within the scope of bargaining not contemplated by this agreement or limit CSEA's rights in any way to negotiate the decision of a reduction in hours except those reductions in hours contemplated under Section 18.1.1.1 of this agreement.

18.10 The reason for layoff (lack of work or lack of funds) shall not be subject to the grievance procedure. Violations of the expressed provisions of this Article may be grieved.

18.11 In the event of a future layoff of unit members, the District will notify CSEA of the proposed layoff no later than March 15 that the employee's services will not be required for the ensuing year. In the event the proposed layoff is as a result of the expiration of a specially funded program, CSEA will be provide sixty (60) calendar days' notice.

18.11.1 Such notice shall indicate the layoff date and inform the unit member of his/her right to a hearing if applicable, displacement rights, if any, and reemployment rights.

18.12 Student Employees - As laid off unit members exercise or waive reemployment rights, additional students may be hired proportionally in the area affected by the layoff. Hiring of students in other areas shall not be affected. Limitation of hiring of students in the affected area will be lifted when 1) all laid off employees are rehired in a regular position or 2) after 39-month reemployment rights have ended, but even after expiration of 39 months no students will be hired in the affected area if such hiring would violate the provisions of the Education Code.

18.13 A classified employee may not be laid off if a short-term employee, as defined in Education Code, is retained to render a service that the classified employee is qualified to render. This provision does not apply to the retention of a short-term employee who is hired for a period not to exceed 45 days after which the short term service may not be extended or renewed. This provision remains in effect unless and until the Education Code is revised, revoked or repealed.

## **ARTICLE 19 – DELINEATION OF ROLES AND RESPONSIBILITIES**

Delineation of Roles and Responsibility Statement  
Butte-Glenn Community College District  
California School Employees Association Chapter #511  
Butte-Glenn Community College District Classified Senate

### Delineation of Roles and Responsibilities Statement to Purpose

The purpose of this document is to clarify the different roles that CSEA and the Butte College Classified Senate fulfill in representing classified employees on the Butte College campus. Although both organizations represent all Butte College classified employees, each has a distinct charter with differing objectives. Pursuing the objectives of one organization within the framework of the other can be redundant or even counterproductive, diluting the overall effectiveness of the organizations in serving classified employee interests. By clearly understanding each organization's charter, we ensure that classified employees have input into the shared governance process while at the same time are assured that classified bargaining rights are protected.

This document is an agreement between the Classified Senate and CSEA Chapter 511 of the roles and responsibilities herein.

### Statement of Purpose Butte-Glenn Community Classified Senate

The Classified Senate promotes the interests of all Butte College classified staff in accordance with AB 1725 mandates.

The purpose of this organization is to provide a vehicle by which the classified staff is able to fully participate in the process of achieving the goals and mission of the college and promoting a successful learning environment for students. It shall be the function of the Classified Senate to participate in the governance of Butte-Glenn Community College District on a consultive level: to actively collect, evaluate and disseminate information for the classified staff; and to represent those interests in non-bargaining agent (CSEA) issues before and on any governance or non-hiring college committee. The Classified Senate shall also promote professional and personal development through participation for all classified staff.

### Statement of Purpose Exclusive Bargaining Agent – Butte-Glenn Community College CSEA Chapter #511

The California School Employees Association, Butte-Glenn Community College District Chapter #511, here after referred to as the Association, shall be recognized as the “exclusive” representative for the classified employees within its bargaining unit. The Association expresses the viewpoint of the classified bargaining unit to the college administration and Governing Board in matters regarding Collective Bargaining.

The rights and responsibilities of the Association derive from the Public Employees Relations Act (SB 160, Rodda), from the interpretations of this Act by the Public Employees Relations Board, by the Collective Bargaining Agreement, Past Practice, and other applicable laws. The Association's scope of representation shall include all matters dealing with the collective bargaining process, wages, hours of employment, workload, terms and conditions of employment, classified service on all hiring committees, and all areas covered in the Butte-Glenn Community College District Chapter #511 Collective Bargaining Agreement and Handbook of Policies & Procedures for Classified Employees.

	<b>CLASSIFIED SENATE</b>	<b>CSEA CHAPTER #511</b>
Membership	Elected from Classified Staff	Voluntary chapter membership for bargaining unit members
Affiliation	District	CSEA (Classified School Employees Association)
Dues	None	Monthly State and Local dues
Participation	Voluntary. Open to all Classified Employees	Voluntary chapter membership for bargaining unit members
Voting	All classified	All members who have joined the union

<b>FUNCTIONS</b>	
<b>CLASSIFIED SENATE</b>	<b>CSEA CHAPTER #511</b>
1. Participate in the shared governance structure.	1. Wages, including salary schedule and placement, promotion, seniority layoff and reemployment rights. Initial classification and reclassification.
2. Provides a body representing the needs, concerns and viewpoints of the classified staff other than contract issues.	2. Hours of employment, health and welfare benefits, including holidays and vacations.
3. Provide a centralized means of communication between classified staff and the rest of the college community.	3. Leaves, transfers and reassignment policies. Including sick leaves, maternity leaves, bereavement leaves, military leaves, industrial accident leaves, personal necessity leaves, and unpaid leaves of absence.
4. Select from its constituency representatives to serve on governance and college committees.	4. Safety conditions of employment, including district initiated disability leaves.
5. Articulate the professionalism of the classified staff so that it is properly recognized and valued, i.e., Rising Above the Best Awards and Star Awards.	5. Procedures to be used for the evaluation of employees.
6. Provide an opportunity for enhancing the democratic process of governance at Butte College.	6. Procedures for processing grievances and disciplinary actions.
7. Provide an opportunity to develop individual leadership among the classified staff, as well as increase the professional standards of its members.	7. Appoint classified staff to committees that are directly related to employee hiring.
8. Promote and support activities that develop or increase the skills, productivity and professionalism of the classified staff.	8. Any procedure that is defined in the contract shall be the responsibility of CSEA.
9. Promote the interests of the classified staff in the development of formulation of policy and practice related but not limited to the following: <ul style="list-style-type: none"> <li>• Staff development.</li> <li>• Facilities and services.</li> <li>• Student/classified and faculty/classified relations</li> <li>• Budget (1/2 of classified representation appointed by Classified Senate)</li> </ul>	<ul style="list-style-type: none"> <li>• 9. Organizational Security –Budget (1/2 of classified representation appointed by CSEA)</li> </ul>

All issues of concern to classified employees are open for discussion by either CSEA or the Classified Senate, but communication to management regarding special issues will be made only through the appropriate representative body.

## ARTICLE 20 – DISCIPLINE AND DISMISSAL

### 20.1 Causes

20.1.1 The continued employment of any unit member is contingent upon acceptable performance of assigned duties and personal fitness. The Board of Trustees may suspend or dismiss a unit member for reasonable cause. The following causes are illustrative and not intended to be an inclusive list.

20.1.1.1 Prolonged or permanent physical or mental disability which incapacitates the unit member from the performance of their assigned duties. Incapacity shall be subject to verification of a physician designated by the District in non-work connected illnesses/injuries or by the worker's compensation regulations in work-connected cases;

20.1.1.2 Insubordination, inefficiency, dereliction of duty or repeated failure or refusal to perform assigned duties in a satisfactory manner;

20.1.1.3 Absence from duty without leave for three or more days; or repeated unexcused absences or tardiness;

20.1.1.4 Willful misuse of, or negligent damage to, or waste of District property or equipment;

20.1.1.5 Dishonesty in handling District funds, reporting time on and off the job, and other matters of similar nature;

20.1.1.6 Possession of and/or drinking alcoholic beverages on District property or reporting for work while under the influence of alcohol;

20.1.1.7 Active addiction to or being under the influence of narcotics or hallucinatory agents; conviction of a narcotics offense;

20.1.1.8 Habitually taking sick leave for trivial indispositions or other abuses of leave privileges;

20.1.1.9 Falsifying information supplied to the District including, but not limited to, information supplied on application forms, employment records or any other District record;

20.1.1.10 Conviction of a felony or a misdemeanor involving moral turpitude. A plea or verdict of guilty or a conviction following a plea of *nolo contendere*, to a charge of a felony or any offense involving moral turpitude shall be deemed to be a conviction within the meaning of the Education Code.

### 20.2 Recommendation of Suspension, Dismissal for Cause

20.2.1 A recommendation to suspend or dismiss a unit member may be made by the Superintendent/President to the Governing Board.

### 20.3 Notice

- 20.3.1 Prior to instituting the disciplinary process, the Superintendent/President shall provide notice to the unit member stating the discipline being contemplated; the causes for the discipline; the facts substantiating the causes for discipline; and the opportunity to present facts why the discipline should not be implemented either in person or in writing to a fact finder who has the authority to make a recommendation. The District will provide two (2) dates to schedule a meeting with the fact finder.
- 20.3.2 The fact finder shall submit such recommendation to the Superintendent/President. Where the recommendation is based on unsatisfactory work performance the finder of fact shall certify that the unit member's supervisor has previously provided appropriate written corrective guidance, and opportunity for work improvement, in accordance with District policy.

### 20.4 Unit Member Rights

- 20.4.1 A unit member shall not be suspended or dismissed except in accordance with Section 20.1.
- 20.4.2 A unit member shall have the right to a hearing on the recommendation of action to suspend or dismiss. The employee will be notified of this right and that a written request must be submitted by the employee within 7 working days to appeal for a hearing.

### 20.5 Hearing Before the Board of Trustees

- 20.5.1 The hearing shall be conducted by the Board of Trustees, or a Board-appointed Hearing Officer (an Administrative Law Judge appointed through the California Office of Administrative Hearings, or an internal Hearing Officer appointed by the Board), in accordance with all relevant provisions in the Education Code and District rules and regulations. The Board of Trustees may appoint an internal Hearing Officer at the request or concurrence of the unit member.
  - 20.5.1.1 Time of Hearing. A hearing by the Governing Board of the District, or a Board-appointed Hearing Officer, relating to the validity of the charges upon which the recommendation for suspension and/or dismissal action was based shall be commenced, if possible, not later than thirty (30) days after filing the request for hearing.
  - 20.5.1.2 Notice of Hearing. The unit member shall be given not less than ten (10) calendar days written notice of the date, time and place of the Board, or Hearing Officer, hearing. The method of delivery shall be certified or registered mail, return receipt requested, and shall be effective from the date signed by the employee on the return receipt, or five (5) calendar days, whichever is sooner.
  - 20.5.1.3 Conduct of Hearing. At the time and place designated, the Governing Board, or Hearing Officer, shall hold a hearing for the purpose of determining the validity of the charges brought against the appellant unit member. Such hearing shall be closed to the public unless otherwise requested by the unit member. The unit member shall be present and shall have the right to representation of their choice, present evidence, and cross-examine witnesses.

- 20.5.1.4 Access to Records. The appellant unit member and their representative, if any, shall be allowed access to any documents and District records, within the policies defining confidentiality, for purposes of the hearing.
- 20.5.1.5 Non-disclosure of Proceedings. During the hearing before the Governing Board, or Hearing Officer, no disclosure of the proceedings shall be made public without the concurrence of the Board and the appellant employee.
- 20.5.1.6 Burden of Proof. The Superintendent/President shall carry the burden of proof in support of the suspension or dismissal action. The Superintendent/President and the appellant unit member may call witnesses, shall have the right of cross-examination, and may present documentary and demonstrative evidence.
- 20.5.1.7 Continuance. At any time during the hearing the Governing Board, or Hearing Officer, may order a continuance for a reasonable period of time.
- 20.5.1.8 The Hearing Officer shall present a written recommendation to the Governing Board with a statement of findings as to the validity of the charges upon which the suspension/dismissal is being recommended.
- 20.5.1.9 Decision of the Governing Board. The written decision of the Governing Board shall state its findings as to the validity of the charges upon which the suspension/dismissal action is being recommended. The decision shall also state the action to be imposed, if any, and the effective date. The action imposed by the Governing Board shall not be more severe than that recommended by the Superintendent/President unless the unit member is given notice of the intention to impose more severe action. Under these circumstances, the Board will give such notice and grant a continuance for a minimum of five (5) working days. Such notice may be given verbally at the hearing and the continuance may be waived by the unit member.
- 20.5.1.10 Notice of Decision. A copy of the decision, including notice of its effective date, shall be given to the unit member either personally or by certified mail.
- 20.5.1.11 A copy of the Notice of Decision shall be placed in the unit member's permanent file.



## ARTICLE 21 – DURATION/REOPENERS OF THE AGREEMENT

21. This agreement between the Board and CSEA is effective July 1, 2022 and shall remain in full force and effect through the close of the workday on June 30, 2025.


21.1 Upon completion of the classification and compensation study being conducted by the District, the parties agree to reopen this agreement to negotiate its implementation.

In Witness Whereof, the Butte College California School Employees Association Chapter #511, has caused this Agreement to be signed by its President, and the Butte-Glenn Community College District Board of Trustees has caused this Agreement to be signed by its President, attested by its Clerk.

  
Kim Hong (Jul 28, 2022 13:42 PDT)

Butte College California School  
Employees Association, Chapter  
#511, President

Date

  
Julie Boss (Aug 9, 2022 13:28 PDT)

Butte-Glenn Community College District  
President, Board of Trustees

Date

  
Nanci Eastman (Jul 28, 2022 14:33 PDT)

California School Employees  
Association, Field Representative

Date

  
Geri Hassen (Aug 10, 2022 17:23 PDT)

Butte-Glenn Community College District  
Clerk, Board of Trustees

Date

APPENDIX A - CERTIFICATION OF REPRESENTATION (S-R-163)

APPENDIX A

BUTTE COUNTY OFFICE  
APR 6 1977  
OFFICE OF THE  
SUPERINTENDENT OF EDUCATION

In the Matter of:

BUTTE COMMUNITY COLLEGE DISTRICT  
Employer

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER #511  
Employee  
Organization

Type of Election

( Check One )

☒ Consent Agreement

☐ Board Direction

Docket No. S-R-163

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Educational Employment Relations Board in accordance with the Rules and Regulations of the Board: an no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned by the Educational Employment Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for

CSEA, Chapter #511

and that, pursuant to the Educational Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below.

All regular permanent full-time and regular permanent part-time district, classified employees; EXCLUDING, designated management, supervisory, and confidential employees; short-term, limited-term, and substitute employees; full or part-time students in work-study or work-experience programs; and professional experts employed on a temporary basis for a specific project regardless of length of employment.

Signed At Sacramento, California

On the 5th day of April 19 77

On behalf of  
EDUCATIONAL EMPLOYMENT RELATIONS BOARD  
*Mullins & Brown*  
Regional Director

APPENDIX B – STATEMENT OF GRIEVANCE

**STATEMENT OF GRIEVANCE**

EMPLOYEE NAME	COLLEGE/DISTRICT	DEPARTMENT
DATE OF ALLEGED GRIEVANCE	Level I - DATE OF INFORMAL DISCUSSION – IMMEDIATE SUPERVISOR/DESIGNEE	DATE OF ORAL RESPONSE
DATE OF FILING THIS STATEMENT	SPECIFIC ARTICLES AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED	

EMPLOYEE’S STATEMENT OF ALLEGED VIOLATION AND GRIEVANCE. WHAT IS THE FACTUAL CONTENTION, WHAT HAS OCCURRED? PROVIDE FULL FACTS NECESSARY TO SUPPORT YOUR POSITION:

STATE FULL RELIEF, REMEDY, ACTION, YOU BELIEVE IS REQUIRED TO RESOLVE THIS ALLEGED GRIEVANCE:

Level II – NEXT HIGHER MANAGER/SUPERVISOR/DESIGNEE RESPONSE TO ALLEGED GRIEVANCE:	DATE OF RECEIPT:  DATE OF RESPONSE:  GRIEVANCE RESOLVED:  GRIEVANCE DENIED:
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Level III – CHIEF HUMAN RESOURCES OFFICER /DESIGNEE RESPONSE TO ALLEGED GRIEVANCE:	DATE OF RECEIPT:  DATE OF RESPONSE:  GRIEVANCE RESOLVED:  GRIEVANCE DENIED:
Level IV – SUPERINTENDENT/PRESIDENT RESPONSE TO ALLEGED GRIEVANCE:	DATE OF RECEIPT:  DATE OF RESPONSE:  GRIEVANCE RESOLVED:  GRIEVANCE DENIED:
Level V – BOARD OF TRUSTEES:	DATE OF RECEIPT:  DATE OF BOARD MEETING:  DATE OF DECISION:

THE DECISION OF THE BOARD IS:

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NOTES:

1. ATTACH ALL RESPONSES TO THIS FORM AT ALL LEVELS WHERE NECESSARY.
2. MAINTAIN TWO (2) COPIES—ONE FOR EMPLOYEE, ONE FOR DISTRICT.
3. TIME IS OF THE ESSENCE AT EVERY STEP.

## 12 Month

## CLASSIFIED SALARY SCHEDULE EFFECTIVE 2022-23 (6.56% Granted 07/01/22)

RANGE	HOURLY	A		B		C		D		E	
		Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
01	14.15	2,453.25	29,439.02	2,580.89	30,970.67	2,715.16	32,581.86	2,852.74	34,232.84	3,000.27	36,003.18
02	14.52	2,516.25	30,194.95	2,647.19	31,766.29	2,784.77	33,417.29	2,924.02	35,088.19	3,071.54	36,858.51
03	14.89	2,580.89	30,970.67	2,715.16	32,581.86	2,852.74	34,232.84	3,000.27	36,003.18	3,146.13	37,753.60
04	15.27	2,647.19	31,766.29	2,784.77	33,417.29	2,924.02	35,088.19	3,071.54	36,858.51	3,227.36	38,728.27
05	15.66	2,715.16	32,581.86	2,852.74	34,232.84	3,000.27	36,003.18	3,146.13	37,753.60	3,306.92	39,683.05
06	16.07	2,784.77	33,417.29	2,924.02	35,088.19	3,071.54	36,858.51	3,227.36	38,728.27	3,393.12	40,717.39
07	16.46	2,852.74	34,232.84	3,000.27	36,003.18	3,146.13	37,753.60	3,306.92	39,683.05	3,477.66	41,731.86
08	16.87	2,924.02	35,088.19	3,071.54	36,858.51	3,227.36	38,728.27	3,393.12	40,717.39	3,563.85	42,766.17
09	17.31	3,000.27	36,003.18	3,146.13	37,753.60	3,306.92	39,683.05	3,477.66	41,731.86	3,650.04	43,800.53
10	17.72	3,071.54	36,858.51	3,227.36	38,728.27	3,393.12	40,717.39	3,563.85	42,766.17	3,742.87	44,914.45
11	18.15	3,146.13	37,753.60	3,306.92	39,683.05	3,477.66	41,731.86	3,650.04	43,800.53	3,834.04	46,008.46
12	18.62	3,227.36	38,728.27	3,393.12	40,717.39	3,563.85	42,766.17	3,742.87	44,914.45	3,931.84	47,182.03
13	19.08	3,306.92	39,683.05	3,477.66	41,731.86	3,650.04	43,800.53	3,834.04	46,008.46	4,029.64	48,355.65
14	19.58	3,393.12	40,717.39	3,563.85	42,766.17	3,742.87	44,914.45	3,931.84	47,182.03	4,130.75	49,569.02
15	20.06	3,477.66	41,731.86	3,650.04	43,800.53	3,834.04	46,008.46	4,029.64	48,355.65	4,235.18	50,822.17
16	20.56	3,563.85	42,766.17	3,742.87	44,914.45	3,931.84	47,182.03	4,130.75	49,569.02	4,341.26	52,095.17
17	21.06	3,650.04	43,800.53	3,834.04	46,008.46	4,029.64	48,355.65	4,235.18	50,822.17	4,447.35	53,368.20
18	21.59	3,742.87	44,914.45	3,931.84	47,182.03	4,130.75	49,569.02	4,341.26	52,095.17	4,560.07	54,720.83
19	22.12	3,834.04	46,008.46	4,029.64	48,355.65	4,235.18	50,822.17	4,447.35	53,368.20	4,672.79	56,073.42
20	22.68	3,931.84	47,182.03	4,130.75	49,569.02	4,341.26	52,095.17	4,560.07	54,720.83	4,792.13	57,505.60
21	23.25	4,029.64	48,355.65	4,235.18	50,822.17	4,447.35	53,368.20	4,672.79	56,073.42	4,909.82	58,917.89
22	23.83	4,130.75	49,569.02	4,341.26	52,095.17	4,560.07	54,720.83	4,792.13	57,505.60	5,035.80	60,429.62
23	24.43	4,235.18	50,822.17	4,447.35	53,368.20	4,672.79	56,073.42	4,909.82	58,917.89	5,158.47	61,901.58
24	25.05	4,341.26	52,095.17	4,560.07	54,720.83	4,792.13	57,505.60	5,035.80	60,429.62	5,287.76	63,453.06
25	25.66	4,447.35	53,368.20	4,672.79	56,073.42	4,909.82	58,917.89	5,158.47	61,901.58	5,420.37	65,044.41
26	26.31	4,560.07	54,720.83	4,792.13	57,505.60	5,035.80	60,429.62	5,287.76	63,453.06	5,557.95	66,695.36
27	26.96	4,672.79	56,073.42	4,909.82	58,917.89	5,158.47	61,901.58	5,420.37	65,044.41	5,695.53	68,346.31
28	27.65	4,792.13	57,505.60	5,035.80	60,429.62	5,287.76	63,453.06	5,557.95	66,695.36	5,836.43	70,037.10
29	28.33	4,909.82	58,917.89	5,158.47	61,901.58	5,420.37	65,044.41	5,695.53	68,346.31	5,983.95	71,807.41
30	29.05	5,035.80	60,429.62	5,287.76	63,453.06	5,557.95	66,695.36	5,836.43	70,037.10	6,134.79	73,617.52
31	29.76	5,158.47	61,901.58	5,420.37	65,044.41	5,695.53	68,346.31	5,983.95	71,807.41	6,285.63	75,427.59
32	30.51	5,287.76	63,453.06	5,557.95	66,695.36	5,836.43	70,037.10	6,134.79	73,617.52	6,444.77	77,337.18
33	31.27	5,420.37	65,044.41	5,695.53	68,346.31	5,983.95	71,807.41	6,285.63	75,427.59	6,607.21	79,286.51
34	32.07	5,557.95	66,695.36	5,836.43	70,037.10	6,134.79	73,617.52	6,444.77	77,337.18	6,768.00	81,215.98
35	32.86	5,695.53	68,346.31	5,983.95	71,807.41	6,285.63	75,427.59	6,607.21	79,286.51	6,937.07	83,244.89
36	33.67	5,836.43	70,037.10	6,134.79	73,617.52	6,444.77	77,337.18	6,768.00	81,215.98	7,112.78	85,353.33
37	34.52	5,983.95	71,807.41	6,285.63	75,427.59	6,607.21	79,286.51	6,937.07	83,244.89	7,291.80	87,501.61
38	35.39	6,134.79	73,617.52	6,444.77	77,337.18	6,768.00	81,215.98	7,112.78	85,353.33	7,470.82	89,649.86
39	36.26	6,285.63	75,427.59	6,607.21	79,286.51	6,937.07	83,244.89	7,291.80	87,501.61	7,658.13	91,897.58
40	37.18	6,444.77	77,337.18	6,768.00	81,215.98	7,112.78	85,353.33	7,470.82	89,649.86	7,850.41	94,204.94
41	38.12	6,607.21	79,286.51	6,937.07	83,244.89	7,291.80	87,501.61	7,658.13	91,897.58	8,046.01	96,552.11
42	39.05	6,768.00	81,215.98	7,112.78	85,353.33	7,470.82	89,649.86	7,850.41	94,204.94	8,249.89	98,998.73
43	40.02	6,937.07	83,244.89	7,291.80	87,501.61	7,658.13	91,897.58	8,046.01	96,552.11	8,455.44	101,465.26
44	41.04	7,112.78	85,353.33	7,470.82	89,649.86	7,850.41	94,204.94	8,249.89	98,998.73	8,665.95	103,991.45
45	42.07	7,291.80	87,501.61	7,658.13	91,897.58	8,046.01	96,552.11	8,455.44	101,465.26	8,881.44	106,577.31
46	43.10	7,470.82	89,649.86	7,850.41	94,204.94	8,249.89	98,998.73	8,665.95	103,991.45	9,101.90	109,222.85
47	44.18	7,658.13	91,897.58	8,046.01	96,552.11	8,455.44	101,465.26	8,881.44	106,577.31	9,332.31	111,987.75
48	45.29	7,850.41	94,204.94	8,249.89	98,998.73	8,665.95	103,991.45	9,101.90	109,222.85	9,564.38	114,772.50
49	46.42	8,046.01	96,552.11	8,455.44	101,465.26	8,881.44	106,577.31	9,332.31	111,987.75	9,806.39	117,676.63
50	47.60	8,249.89	98,998.73	8,665.95	103,991.45	9,101.90	109,222.85	9,564.38	114,772.50	10,051.71	120,620.54
51	48.78	8,455.44	101,465.26	8,881.44	106,577.31	9,332.31	111,987.75	9,806.39	117,676.63	10,302.01	123,624.12
52	50.00	8,665.95	103,991.45	9,101.90	109,222.85	9,564.38	114,772.50	10,051.71	120,620.54	10,558.94	126,707.26
53	51.24	8,881.44	106,577.31	9,332.31	111,987.75	9,806.39	117,676.63	10,302.01	123,624.12	10,825.82	129,909.78
54	52.51	9,101.90	109,222.85	9,564.38	114,772.50	10,051.71	120,620.54	10,558.94	126,707.26	11,092.69	133,112.24

<b>Doctorate Stipend: \$4,104.43</b>
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APPENDIX D – CLASSIFIED CLASS SPECIFICATIONS (See Human Resources Website)

<b>CLASS #</b>	<b>CLASS TITLE</b>	<b>RANGE</b>
<b>C102.100</b>	Account Clerk I	<b>14</b>
<b>C102.200</b>	Account Clerk II	<b>18</b>
<b>C102.300</b>	Account Clerk Senior	<b>25</b>
<b>C185.100</b>	Accountant	<b>37</b>
<b>C103.100</b>	Administrative Secretary I	<b>14</b>
<b>C103.200</b>	Administrative Secretary II	<b>21</b>
<b>C103.300</b>	Administrative Secretary III	<b>24</b>
<b>C103.400</b>	Administrative Secretary To The Assistant/Associate Dean	<b>26</b>
<b>C103.500</b>	Administrative Secretary To The Dean	<b>27</b>
<b>C103.700</b>	Administrative Secretary-Grants	<b>25</b>
<b>C103.600</b>	Administrative Secretary-Non Instructional	<b>24</b>
<b>C103.900</b>	Administrative Secretary-Office Coordinator	<b>27</b>
<b>C103.800</b>	Administrative Secretary-Office Coordinator-Student Health Clinic	<b>27</b>
<b>C104.300</b>	Admission and Records Technician II	<b>18</b>
<b>C104.400</b>	Admission and Records Technician Senior	<b>24</b>
<b>C106.200</b>	Ag Farm Technician	<b>26</b>
<b>C105.200</b>	Ag Instructional Equipment Mechanic II	<b>25</b>
<b>C107.200</b>	Alternate Media Support Specialist	<b>21</b>
<b>C109.100</b>	Assessment Technician	<b>30</b>
<b>C186.100</b>	Assistant Athletic Trainer	<b>31</b>
<b>C110.100</b>	Athletic Equipment Technician	<b>26</b>
<b>C113.300</b>	Bookstore Operations Technician I	<b>18</b>
<b>C113.200</b>	Bookstore Operations Technician II	<b>25</b>
<b>C116.200</b>	Bus Operator	<b>18</b>
<b>C116.100</b>	Bus Operator/Mechanic	<b>22</b>
<b>C190.100</b>	Call Center Representative	<b>12</b>
<b>C190.300</b>	Call Center Representative – Student Services	<b>18</b>
<b>C190.200</b>	Call Center Representative-Bi-lingual/Bi-literate	<b>13</b>
<b>C190.400</b>	Call Center Representative-Bi-lingual/Bi-literate – Student Services	<b>19</b>
<b>C118.100</b>	Catalog/Schedule Production Technician	<b>20</b>
<b>C119.200</b>	Children’s Program Specialist Assistant	<b>14</b>
<b>C119.100</b>	Children's Program Specialist – Master Teacher	<b>21</b>
<b>C120.100</b>	Clerk I	<b>6</b>
<b>C120.200</b>	Clerk II	<b>10</b>
<b>C189.100</b>	Clinical Assistant-Student Health Clinic	<b>17</b>
<b>C124.100</b>	Custodian I	<b>14</b>

<b>C124.200</b>	Custodian II	<b>18</b>
<b>C124.400</b>	Custodian-Lead	<b>20</b>
<b>C191.100</b>	Desktop Technician	<b>28</b>
<b>C129.100</b>	Employment Technician	<b>25</b>
<b>C130.300</b>	Facilities Planning & Management Maintenance Lead	<b>36</b>
<b>C130.100</b>	Facilities Planning & Management-Lead	<b>30</b>
<b>C131.100</b>	Financial Aid/Veterans Assistant I	<b>14</b>
<b>C131.200</b>	Financial Aid/Veterans Assistant II	<b>21</b>
<b>C131.300</b>	Financial Aid/Veterans Assistant Senior	<b>27</b>
<b>C132.100</b>	Food Service Assistant I	<b>2</b>
<b>C132.200</b>	Food Service Assistant II	<b>4</b>
<b>C132.300</b>	Food Service Assistant Senior	<b>15</b>
<b>C134.100</b>	General Bookstore Retail Clerk	<b>12</b>
<b>C135.100</b>	General Merchandise Buyer	<b>25</b>
<b>C137.100</b>	Grounds Technician I	<b>14</b>
<b>C137.200</b>	Grounds Technician II	<b>19</b>
<b>C137.300</b>	Grounds Technician Senior	<b>21</b>
<b>C137.400</b>	Grounds Technician-Lead	<b>23</b>
<b>C157.200</b>	HR Clerk Receptionist	<b>10</b>
<b>C141.300</b>	Instructional Aide	<b>17</b>
<b>C141.500</b>	Instructional Aide-Reading and Writing	<b>17</b>
<b>C143.100</b>	Instructional Career Specialist	<b>23</b>
<b>C182.100</b>	Instructional Graphic Designer	<b>27</b>
<b>C145.100</b>	Instructional Technology Specialist	<b>38</b>
<b>C159.100</b>	Kinesiology Equipment Technician	<b>19</b>
<b>C148.100</b>	Laboratory Technician I-Sciences	<b>22</b>
<b>C148.200</b>	Laboratory Technician II-Sciences	<b>28</b>
<b>C148.300</b>	Laboratory Technician Senior-Sciences	<b>34</b>
<b>C148.400</b>	Laboratory Technician Senior-Sciences-Chemical Hygiene Officer	<b>36</b>
<b>C146.200</b>	Laboratory Technician-Arts	<b>22</b>
<b>C201.100</b>	Laboratory Technician – BCIS	<b>22</b>
<b>C198.100</b>	Laboratory Technician-Computer Science/Design/Engineering & Sustainable Technologies	<b>22</b>
<b>C195.100</b>	Laboratory Technician-Health Occupations	<b>22</b>
<b>C147.100</b>	Laboratory Technician-Horticulture	<b>22</b>
<b>C158.100</b>	Laboratory Technician-Photography	<b>30</b>
<b>C149.400</b>	Library Media Technician	<b>21</b>
<b>C149.200</b>	Library Technician	<b>24</b>
<b>C149.300</b>	Library Technician Senior	<b>25</b>

<b>C150.100</b>	Maintenance Technician I	<b>16</b>
<b>C150.200</b>	Maintenance Technician II	<b>21</b>
<b>C150.300</b>	Maintenance Technician Senior	<b>27</b>
<b>C151.200</b>	Media Production Specialist	<b>24</b>
<b>C153.200</b>	Multimedia Electronics Technician	<b>29</b>
<b>C153.100</b>	Multimedia Electronics Technician Senior	<b>34</b>
<b>C154.300</b>	Network Administrator	<b>43</b>
<b>154.100</b>	Network/Computing Specialist	<b>39</b>
<b>C139.200</b>	Operations Technician II	<b>24</b>
<b>C139.300</b>	Operations Technician Senior	<b>30</b>
<b>C180.200</b>	Payroll Technician	<b>30</b>
<b>C128.100</b>	Printing Services Technician I	<b>14</b>
<b>C128.200</b>	Printing Services Technician II	<b>16</b>
<b>C128.300</b>	Printing Services Technician Senior	<b>20</b>
<b>C193.100</b>	Program Assistant	<b>29</b>
<b>C138.300</b>	Programmer/Analyst	<b>48</b>
<b>C177.200</b>	Public Relations and Marketing Specialist	<b>25</b>
<b>C162.100</b>	Recruitment and Outreach Technician	<b>25</b>
<b>C196.100</b>	Research Analyst	<b>38</b>
<b>C163.100</b>	Shipping/Receiving & Mail Services	<b>18</b>
<b>C166.100</b>	Skilled Craftsperson-Electrician	<b>34</b>
<b>C166.200</b>	Skilled Craftsperson-Heating, Ventilation, Air (HVAC)	<b>34</b>
<b>C166.300</b>	Skilled Craftsperson-Plumber	<b>34</b>
<b>C167.100</b>	Special Programs Clerk	<b>18</b>
<b>C187.100</b>	Student Orientation and Events Assistant	<b>18</b>
<b>C183.100</b>	Student Services Assistant	<b>18</b>
<b>C176.100</b>	Student Services Tutorial Technician	<b>23</b>
<b>C197.100</b>	Support Engineer-CCCTC	<b>37</b>
<b>C138.400</b>	Systems Administrator	<b>48</b>
<b>C199.100</b>	Technical Computing Specialist I	<b>34</b>
<b>C199.200</b>	Technical Computing Specialist II	<b>39</b>
<b>C127.300</b>	Technical Services / Energy Analyst	<b>31</b>
<b>C181.200</b>	Telephone Systems and Data Cabling Technician	<b>33</b>
<b>C170.100</b>	Textbook/Course Materials Acquisition Technician	<b>25</b>
<b>C172.200</b>	Transportation Mechanic II	<b>27</b>
<b>C172.300</b>	Transportation Mechanic Senior	<b>29</b>
<b>C140.100</b>	User Support Services Technician	<b>27</b>
<b>C174.100</b>	Webmaster	<b>37</b>



## APPENDIX E

### Catastrophic Leave Bank

#### Creation

- A. The CSEA and the District agree to create a Catastrophic Leave Bank (CLB) effective July 1, 2010. The CLB shall be funded in accordance with the terms below.
- B. Days in the CLB shall accumulate from year to year.
- C. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the CLB participant.
- D. The CLB shall be administered by a committee comprised of the CSEA Executive board and the Human Resource Benefits Analyst.

#### Eligibility and Contributions

- A. All CSEA members actively employed by the District are eligible to contribute 1 sick day to the CLB.
- B. Participation is voluntary, but only contributors will be permitted to withdraw from the Bank.
- C. Members who elect not to join the CLB upon first becoming eligible must join during annual open enrollment, which coincides with the District's Benefit Open Enrollment period, and become eligible to withdraw from the Bank the beginning of the fiscal year in July.
- D. The contribution, on the appropriate form, will be authorized during the open enrollment period by the member and continued automatically from year to year until canceled by the member, or the committee determines no contribution to the bank is needed.
- E. Cancellation, on the proper form, may be effected at any time and the member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave days previously authorized for contribution to the Bank shall not be returned if the member effects cancellation.
- F. The District will execute contributions by participating members within 30 calendar days after the open enrollment period.. Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30 calendar days of beginning work. The District shall supply enrollment forms for the CLB to all new members and those members returning from leave.
- G. If the Committee decides there are too few days in the CLB to meet its obligation, it will send a ballot to all participating members to decide whether all participating members shall be assessed another day. CLB participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a CLB participant has no remaining eligible leave credits at the time of the assessment, he or she need not contribute the additional day to remain a participant in the CLB.
- H. Before Open Enrollment of each year, if the Committee decides there are enough days in the CLB to meet its need for the following year, it may decide that no contribution is needed by the participating members. Those members joining the CLB for the first time and those returning from leave shall be required to contribute one day to the Bank.

#### Withdrawal from the Bank

- A. CLB participants whose eligible leave credits are exhausted may request to withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the member for over ten (10) consecutive work days or incapacitates a member's immediate family for over ten (10) consecutive work days which requires the member take time off work to care for

that family member and from which return to their position is expected. (Immediate family will be interpreted to mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner of the unit member or any relative living in the immediate household of the unit member.) If a reoccurrence or a second illness or injury incapacitates a member or member's family within 12 months, it shall be deemed catastrophic after five (5) consecutive work days. For example, a participant who used the Bank, after exhaustion of eligible leave credits, for 25 days to care for his wife who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive work days off work.

- B. Participants must use all eligible leave credits available to them before being eligible for a withdrawal from the Bank, but may apply as soon as they can establish an illness or injury. No more than ten (10) days may be granted retroactively. The first ten (10) work days of illness or disability must be covered by the participant's own sick leave, vacation days, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) work days of illness must be covered by the participant's own leave credits.
- C. If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.
- D. Withdrawals from the CLB shall be granted in units of no more than thirty (30) work days. The Committee may grant fewer days than requested. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed 175 cumulative total days per lifetime employment with the District.
- E. Participants applying to withdraw or extend their withdrawal from the CLB will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.
- F. If a participant has been granted one withdrawal from the CLB and requests an extension, the participant may be required to obtain a second opinion to certify the necessity of an extended period. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the CLB based upon the Human Resources Benefits Analyst report. The participant may appeal any termination under the procedures outlined in Section J. below.
- G. Leave from the Bank may not be used for illness or disability, which qualifies the participant for Workers' Compensation benefits unless the participant has exhausted all Workers' Compensation leave and all other eligible leave credits. If the District challenges the Workers' Compensation claims, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed for any days reimbursed by Workers' Compensation.
- H. When the Committee may reasonably presume that the applicant for a draw may be eligible for income protection, a disability award, or a retirement under PERS or, if applicable, Social Security, the committee may request that the draw applicant apply for income protection disability, or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify the applicant for further CLB payments. Any requests for additional medical information from PERS or Social Security shall be submitted within 10 days or the participant's entitlement to CLB payments will cease. If denied benefits by PERS or Social Security, the applicant must appeal or entitlement to the CLB shall cease.
- I. If the CLB does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, they shall notify the participant, in writing of the reasons for the denial.

Withdrawals shall become effective immediately upon the exhaustion of eligible leave credits, or the waiting periods provided for in Sections 8.7.2.C, 8.7.3.A and 8.7.3.B, whichever is greater. For example, if a participant contributed when first eligible to contribute and had 15 days of accumulated eligible leave credits when the illness began, s/he shall begin withdrawing upon the sixteenth (16<sup>th</sup>), if otherwise eligible. If the participant had 10 days of eligible leave credits at the beginning of the illness, s/he shall begin withdrawing days on the eleventh (11<sup>th</sup>) work day. If the participant had 5 days of eligible leave credits at the beginning of the illness, s/he shall begin withdrawing days on the eleventh (11<sup>th</sup>) work day.

- J. Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is terminated or not renewed may, within 30 days of denial, appeal, in writing, to the Superintendent/President or designee. The Superintendent/President or designee shall hold a joint hearing within 15 workdays. The Superintendent/President or designee shall issue a joint confidential written decision within fifteen (15) workdays of the hearing. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

#### Administration of the Bank

- A. The CLB Committee shall have the responsibility of maintaining the records of the CLB, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing to the participants and to the District.
- B. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this provision.
- C. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, as rapidly as possible, but within 10 workdays of receipt of the application.
- D. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- E. If approved leave days are not used in the 90 days following approval, any unused days will revert back to the bank and the member may reapply to use leave days.

If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the CLB shall be returned to the then current members of the Bank proportionately.

## APPENDIX F

### EDUCATION CODE REFERENCES (LAYOFFS)

Below are listed the major Education Code references related to procedures and rights associated with layoffs. Consult the Education Code for a complete listing of layoff provisions.

EDUCATION CODE SECTION	
88001(g)	Definition
88003	Classified service in districts not incorporating the merit system
88005	Positions under various acts not requiring certification qualification: classification
88013	Rules and regulations of classified service
88014	Layoff and reemployment procedures; definitions
88017	Notice of layoff due to expiration of specially funded program or bona fide reduction or elimination of service; hearing procedures