

AGREEMENT



CERRITOS COMMUNITY COLLEGE DISTRICT

AND



**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER #161**

JULY 1, 2018 THROUGH JUNE 30, 2021

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1 **ARTICLE 1: RECOGNITION**

- 2 1.1 The Board recognizes CSEA as the sole and exclusive bargaining agent for
3 classified employees occupying classes listed in **Appendix A**, attached and
4 incorporated as a part of this Agreement. CSEA, in turn, recognizes the Board
5 as the duly elected representative of the people and agrees to negotiate
6 exclusively with the Board through the provisions of the Rodda Act. Negotiations
7 between CSEA and the District shall be conducted only by representatives as
8 designated by each of the respective parties. New classifications created or
9 positions added to classes shall be subject to negotiations between the District
10 and CSEA to determine if they are to be included in the unit. Disputed cases
11 shall be submitted to the Public Employment Relations Board and shall not be
12 subject to grievance procedures contained in this Agreement.
- 13 1.2 The above recognition is given for the purpose of bargaining within the scope of
14 Government Code Chapter 10.7, Section 3543.2 which states for classified
15 employees:

16 The scope of representation shall be limited to matters relating to wages,
17 hours of employment, and other terms and conditions of employment.
18 "Terms and conditions of employment" mean health and welfare benefits
19 as defined by Section 53200, leave and transfer policies, safety conditions
20 of employment, procedures to be used for the evaluation of employees,
21 organizational security pursuant to Section 3546, and procedures for
22 processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and
23 3548.8. All matters not specifically enumerated are reserved to the
24 District and may not be a subject of meeting and negotiating, providing
25 that nothing herein may be construed to limit the right of the District to
26 consult with any employees or employee organization on any matter
27 outside the scope of representation.
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ARTICLE 2: GENERAL PROVISIONS

- 2.1 If any provisions of this Agreement are held to be contrary to law by court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 2.2 The District and CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that CSEA and the District will support this agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and CSEA.
- 2.3 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws, to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are the prerogative of the District to the extent permitted by State law.
- 2.4 During the term of this Agreement, neither CSEA nor the District is obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, except as follows:
- 2.4.1 For fiscal years 2019-2020, and 2020-2021, the District and CSEA agree to renegotiate as follows:
2019-2020 on one Article selected by each party, excluding Articles 5 and 6, or topic enumerated in the scope of representation pursuant to Government Code Section 3543.2 selected by CSEA; and one Article or topic enumerated in the scope of representation pursuant to Government Code Section 3543.2 selected by the District. The Article or topic chosen by both parties shall not have any monetary impact to the District.
2020-2021 on Article 5 and one other Article selected by each party or topic enumerated in the scope of representation pursuant to Government Code Section 3543.2 selected by CSEA; and one Article or topic enumerated in the scope of representation pursuant to Government Code Section 3543.2 selected by the District.
- 2.5 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing pattern; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine

1 budgetary allocation; determine the methods of raising revenue; and take action
2 on any matter in the event of an emergency as defined in Article 2, Section 2.7.
3 In addition, the District retains the right to hire, classify, assign and reassign,
4 evaluate, promote, terminate, and discipline employees.

5 2.6 The exercise of the foregoing powers, rights, authority, duties and responsibilities
6 by the District, the adoption of policies, rules, regulations and practices in
7 furtherance thereof, and the use of judgment and discretion in connection
8 therewith, shall be limited only by the specific and express terms of this
9 Agreement, and then only to the extent such specific and express terms are in
10 conformance with law.

11 2.7 The District retains its right to amend or suspend policies and practices referred
12 to in this Agreement in cases of emergency for the duration of the emergency.
13 An emergency is defined as an act of God, epidemic, natural disaster, physical
14 calamity occurring within the District or community, or some other extraordinary
15 occurrence. The District shall determine whether or not an emergency exists and
16 the determination, except in the case of other extraordinary occurrence, is
17 expressly excluded from provisions of Article 4, Grievance Procedure.

18 2.8 The exercise of any right reserved to the District herein in a particular manner or
19 the non-exercise of any such right shall not be deemed a waiver of the District's
20 right or preclude the District from exercising the right in a different manner at a
21 different time.

22 2.9 Any dispute arising out of or in any way connected with either the existence of or
23 the exercise of any of the above described rights of the District is not subject to
24 the grievance provisions set forth in this Agreement.
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ARTICLE 3: ORGANIZATION RIGHTS

3.1 CSEA shall have the right to represent the classified employees as defined in **Appendix A** in their employment relations with the District.

3.2 Designated CSEA representatives and CSEA Labor Relations Representatives shall have the right of access to areas in which unit employees work only at non-duty times, or at scheduled rest and lunch periods. Within ten (10) workdays of execution of this Agreement, CSEA shall provide the District with a list of not more than twenty-five (25) unit employees designated to serve as CSEA representatives pursuant to this Agreement, and the name of the CSEA Labor Relations Representative assigned to the District. The list of unit employees shall indicate the employees' names, and their titles/functions as CSEA representatives. In the event of any changes in said list, the District shall be given five (5) workdays advance notice before another unit employee may replace an employee on the list as a CSEA representative. If the CSEA Labor Relations Representative assigned to the District is changed, CSEA shall immediately provide the District the name of the new representative, except in the event of extenuating circumstances, in which case CSEA shall provide such name to the District as soon as possible. Access to areas in which the employees work by CSEA representatives and the CSEA Labor Relations Representative shall not interfere in any way with the employees' duties or the District operations, except when a CSEA representative(s) and/or CSEA Labor Relations Representative is participating in a District authorized meeting with management in order to resolve a grievance pursuant to Article 4: Grievance Procedure.

3.3 CSEA shall have the right to use District designated institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation by the District.

3.4 CSEA shall have the right to use the District's computer system to host a Chapter website, with links to it from the District's Index page and from the Site Contents page under the heading of Classified Resources. The Classified Resources heading shall have other District links that may be of interest to classified employees, such as salary schedule, employment opportunities, and staff development. If these pages change names, there shall be links from the replacement pages to the CSEA chapter website.

3.4.1 CSEA agrees to abide by the applicable standards established by the Web Standards Committee. CSEA shall administer this site. CSEA shall not add material of a derogatory nature concerning the District or any employee to this web site. This shall not preclude CSEA from posting its newsletters and general information items concerning the bargaining unit and its activities. Material deemed to be of a derogatory nature shall be removed or modified after mutual agreement between CSEA and the District. If mutual agreement cannot be reached, the District reserves the right to disable the link to the disputed material until such time an agreement can be reached. CSEA will not endorse Board of Trustee candidates or other political candidates or initiatives on its

- web site if it is deemed by District's Counsel that it would be unlawful or inappropriate for CSEA to use the District's web site for this purpose. CSEA will endeavor to keep the web site current.
- 3.5 CSEA shall have the right to use institutional facilities at reasonable times as determined by the District for the purpose of meetings concerned with the exercise of the rights guaranteed under Chapter 10.7 (commencing with Section 3540) to Division 4 to Title I of the Government Code.
- 3.6 The District shall provide the CSEA President with one (1) parking permit for the use of the CSEA Labor Relations Representative which shall be valid for the duration of this Agreement.
- 3.7 The District shall provide the CSEA President with ten (10) copies of the seniority list for each classification of unit employees subject to layoff. The list for each such classification shall be provided to CSEA prior to the effective date of the layoff. If and when seniority lists for other classifications are available as determined by the District, the District shall provide the CSEA President with ten (10) copies of such seniority lists.
- 3.8 The District shall provide CSEA with three (3) copies of the adopted District budget and a copy via current media technology as the District may have the capability to produce.
- 3.9 The CSEA President or representative shall be a member of the Coordinating Committee.
- 3.10 The District shall provide the CSEA President with three (3) copies of a complete agenda, excluding any confidential or personnel matters, for each Board of Trustees meeting.
- 3.11 On an annual basis, the District shall grant a maximum of five (5) working days of release time without loss of compensation if on assigned duty, to each of the four (4) unit employees designated by CSEA for attendance at the CSEA Annual Conference. All expenses related to attendance at the Conference shall be borne by CSEA and/or the unit employees.
- 3.12 Within fifteen (15) workdays of the effective date of this Agreement, the District shall provide each unit employee with one (1) copy of this Agreement. The District shall also provide CSEA one (1) copy of this Agreement on a computerized medium the District may have the capability to produce. Thereafter, the District shall provide each new unit employee with one (1) copy of this Agreement within fifteen (15) workdays of employment.
- 3.13 CSEA is entitled to have three (3) unit employees serve as voting members on the District's Planning and Budgeting Committee and also three (3) unit employees to serve as alternate members on this Committee. The Chairperson of the District's Planning and Budgeting Committee shall provide CSEA a minimum of two (2) weeks advance notice of the initial annual Planning and Budgeting Committee meeting. CSEA shall submit the names of the unit employees to the Chairperson of the Committee a minimum of five (5) workdays prior to the initial meeting of the Committee. If the Chairperson of the Committee has any questions/concerns about the unit employee(s) named to serve on the Committee, the Chairperson will contact the CSEA President to discuss these questions/concerns.

1 3.14 By January 31 each year, the District shall annually provide CSEA with one (1)
2 copy of a District organizational chart depicting number(s) of positions per
3 classification reporting to each manager, at each level of managerial
4 responsibility, except in the case of extenuating circumstances in which case the
5 District shall provide such organizational chart to CSEA as soon as possible.
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ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Definitions

- 4.1.1 A "Grievance" is a formal written allegation by an individual unit employee who has been adversely affected by a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. This grievance procedure shall allow for class action grievances. Grievances filed by more than one unit employee alleging violation of the same express term of this Agreement may be consolidated and processed as a class action grievance.
- 4.1.2 A "day" pursuant to this Article, is a day in which the central administrative office of the District is open for business.
- 4.1.3 The "immediate manager" is the manager having jurisdiction over the grievant and who has been designated by the District to adjust grievances.
- 4.1.4 A "grievant" is a District employee in the unit covered by this Agreement who is filing a grievance.
- 4.1.5 A "District employee" is a full-time or part-time employee receiving compensation and belonging to the unit covered by the Agreement.
- 4.1.6 A "representative" shall mean a representative of CSEA selected by the grievant to assist the employee in presenting and processing the employee's grievance. An immediate manager with whom a grievance is filed also may select a representative to assist in processing the grievance.
- 4.1.7 This grievance procedure shall not be used to challenge or change policies, regulations or procedures of the District which are not included in this Agreement, nor shall the grievance procedure be used for other matters for which specific methods of review are provided by law, or District policies, rules, or regulations. Unit employees may refer to the Classified Employees' Handbook for information regarding the grievance procedure applicable to addressing these matters.

4.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate manager within ten (10) days after the occurrence of the act or omission giving rise to the grievance. The grievant and/or immediate manager may have a representative at the informal level. The immediate manager shall communicate a decision to the employee within five (5) days after the informal conference. If the immediate manager fails to respond within the time limits, the grievant may file at Level I and if the grievant fails to file within the specified time limits, the grievance is deemed denied.

4.3 Formal Level

4.3.1 Level I

In the event the grievant is not satisfied with the decision at the informal level, the grievant may file at Level I of the formal level by presenting the grievance in writing on an appropriate District form to the immediate manager, or designee within twenty (20) days after the

1 occurrence of the act or omission giving rise to the grievance. Failure
2 to present such grievance within the time limits shall render the
3 grievance null and void. This presentation shall be a clear, concise
4 statement of the grievance, the circumstances involved, specific
5 provisions of this Agreement allegedly violated, the decision rendered
6 at the informal conference, and the specific remedy sought. The
7 immediate manager, or designee, shall communicate a decision to the
8 grievant in writing within ten (10) days after receiving the written
9 grievance. If the immediate manager, or designee, fails to respond
10 within the time limit, the grievant may appeal to the next level and if the
11 grievant fails to appeal within the specified time limit, the grievance is
12 deemed denied.

13 4.3.2

14 Level II

15 In the event the grievant is not satisfied with the decision at Level I, the
16 grievant may appeal the decision on an appropriate District form to the
17 Vice President of Human Resources, or designee, within five (5) days
18 after the decision of the immediate manager. The appeal shall include
19 a copy of the original grievance, the decision rendered, and a clear,
20 concise statement of the reasons for the appeal. The Vice President of
21 Human Resources, or designee, shall communicate a decision within
22 ten (10) days after receiving the appeal. If the Vice President of
23 Human Resources, or designee, fails to respond within the time limit,
24 the grievant may appeal to the next level and if the grievant fails to
25 appeal within the specified time limit, the grievance is deemed denied.

26 4.3.3

27 Level III

28 In the event the grievant is not satisfied with the decision at Level II,
29 the grievant may appeal the decision on an appropriate District form to
30 the President/Superintendent, or designee, within five (5) days after
31 the decision of the Vice President of Human Resources, or designee.
32 The appeal shall include a copy of the original grievance and the
33 decision rendered, a copy of the first appeal and the decision
34 rendered, and a clear, concise statement of the reasons for the second
35 appeal. The President/Superintendent or designee, shall communicate
36 a decision within ten (10) days after receiving the appeal. If the
37 President/Superintendent, or designee, fails to respond within the time
38 limit, the grievant may appeal to the next level and if the grievant fails
39 to appeal within the specified time limit, the grievance is deemed
40 denied.

41 4.3.4

42 Level IV

43 4.3.4.1 In the event, CSEA is not satisfied with the decision at Level
44 III, CSEA shall notify the President/Superintendent in writing
45 of its request for advisory arbitration on the grievance within
twenty (20) days after the date the decision is mailed or
personally delivered to the grievant and the President of
CSEA, Chapter #161. The request shall be submitted to the
President/Superintendent's Office and must include the

following: (1) a copy of the first appeal and the decision rendered; (2) a copy of the second appeal and the decision rendered; and (3) a clear and concise statement of the reason(s) for requesting advisory arbitration.

4.3.4.2 CSEA and the District shall attempt to agree upon an advisory arbitrator. If no agreement is reached within fifteen (15) days from the receipt by the President/Superintendent's Office of the request for arbitration, then CSEA shall request a list of arbitrators experienced in labor relations in public schools from the California Mediation and Conciliation Service, Los Angeles Office (CMCS). CSEA and the District shall review the list and attempt to agree upon an advisory arbitrator. If no agreement is reached within ten (10) working days from receipt of the list, the parties will engage in the striking process. In the striking process each party shall alternately strike a name from a list of five (5) arbitrators until one name remains. The remaining individual shall be the arbitrator. The order of striking shall be determined by lot.

4.3.4.3 The arbitrator shall hear evidence and render a recommended decision on the issue or issues submitted to him/her. If any question arises as to whether or not the grievance can be arbitrated, the question shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.

4.3.4.4 The arbitrator shall have no power to alter, amend, change, or add to or subtract from any of the terms of this Agreement, and shall determine only whether or not there has been a violation of this Agreement as alleged in the grievance. The recommended decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other and upon arguments presented in written briefs.

4.3.4.5 The Board of Trustees shall review and consider the recommendation of the Advisory Arbitrator. The Board of Trustees may accept, reject, or modify the recommendation of the Advisory Arbitrator. The Board of Trustees shall make the final decision on the grievance, and such decision along with the reason(s) for the decision shall be communicated to the parties in writing. The decision by the Board of Trustees shall be the final determination of the grievance and binding on all parties. Nothing herein shall preclude CSEA from appealing the final decision by the Board of Trustees to a court of competent jurisdiction. Such venue shall be the Los Angeles County Superior Court.

- 1 4.3.4.6 Each party shall bear the cost of his/her counsel, any other
2 costs of presenting his/her case, and the cost of any
3 transcripts that he/she requires.
4 4.3.4.7 The cost of the arbitrator selection process and the fees and
5 expenses of the arbitrator and the hearing shall be borne
6 equally by the District and CSEA. All other expenses shall
7 be borne by the party incurring them.

8 4.4 General Provisions

- 9 4.4.1 Any bargaining unit employee may present grievances relating to an
10 alleged violation of the Agreement to the District and have such
11 grievances adjusted without the intervention of the Association as long
12 as the adjustment is not inconsistent with the terms of this Agreement.
13 The District shall not agree to the adjustment or resolution of the
14 grievance until the Association has received a copy of the grievance
15 and the proposed resolution, and has been given the opportunity to file
16 a written response within five (5) workdays of receipt of the grievance
17 and proposed resolution.
18 4.4.2 Failure by the District to adhere to decision deadlines constitutes the
19 right for the grievant to appeal to the next level. Failure of the grievant
20 to adhere to the submission deadlines shall mean that the grievant is
21 satisfied with the latest decision and waives any right to further appeal.
22 However, nothing shall prevent the parties from extending the dates by
23 mutual agreement.
24 4.4.3 Grievance meetings will be scheduled by the District during normal
25 work hours. The District shall provide release time with no loss of pay
26 to the grievant and one authorized representative of CSEA for only the
27 time spent in all actual grievance meeting(s) conducted by the
28 designated manager(s) or during the Advisory Arbitration hearing
29 conducted pursuant to the provisions of this Article. This shall
30 constitute "reasonable periods of release time" within the meaning of
31 Government Code 3543.1(c).
32 4.4.4 When a grievance has been filed by a unit employee the grievant may
33 terminate the grievance at any time by giving written notice to the
34 District and the District shall so notify CSEA. Failure to comply with
35 time limits to attend scheduled meetings to discuss the grievance, or to
36 provide requested information at the grievant's disposal relating to the
37 subject matter of the grievance shall be deemed a termination of the
38 grievance by the employee.
39 4.4.5 The grievant has the right to have a representative present at any step
40 of the grievance procedure. The grievant, however, shall be present at
41 each step of the grievance procedure.
42 4.4.6 No probationary or permanent unit employee may use the grievance
43 procedure in any way to appeal any disciplinary action, including but
44 not limited to dismissal, demotion, and suspension. Unit employees
45 may refer to the Classified Employees' Handbook for information
regarding disciplinary procedures.

- 1 4.4.7 The filing of a grievance shall in no way interfere with the right of the
2 District to proceed in carrying out its management responsibilities
3 subject to the final decision of the grievance except in cases where the
4 employee's physical safety is in jeopardy. In the event the alleged
5 grievance involves an order, requirement, or other directive, the
6 employee shall fulfill or carry out such order, requirement, or other
7 directive, pending the final decision of the grievance except in cases
8 where the employee's physical safety is in jeopardy. Failure to fulfill or
9 carry out such order, requirement, or other directive by the unit
10 employee shall render the grievance null and void and may result in
11 disciplinary action against the employee.
- 12 4.4.8 In the event the grievant is legitimately absent from duty in accordance
13 with a leave of absence provision of the Agreement during the time
14 periods specified in the grievance procedure, the submission and/or
15 appeal deadlines and scheduled meetings shall be deferred until the
16 grievant's return to duty. In the event a management employee
17 specified in this procedure is absent from duty during the time periods
18 specified in this grievance procedure, the response deadlines and
19 scheduled meetings shall be deferred until the management
20 employee's return to duty.
- 21 4.4.9 For a grievant who is working on an alternate work schedule (other
22 than normal hours), compensatory time off for the grievant and his/her
23 representative (if also on an alternate work schedule) shall be provided
24 on an hour-for-hour basis for only the time spent in all actual grievance
25 meeting(s) conducted by the designated manager(s), or during the
26 Advisory Arbitration hearing conducted pursuant to the provisions of
27 this Article.
- 28 4.4.10 In the event a grievance includes an allegation(s) that a manager(s)
29 (other than the grievant's immediate manager) violated, misinterpreted,
30 or misapplied the specific provisions of this Agreement, the adjustment
31 or resolution of the grievance shall include consultation with such other
32 manager(s) as deemed necessary by the manager designated to
33 adjust the grievance pursuant to the provisions of this Article.
- 34 4.4.11 In the event that a formal written grievance is sustained and the District
35 fails to implement the remedy provided, then the grievant may by-pass
36 the informal level of the Grievance Procedure (Article 4.2), and file a
37 new grievance regarding such failure at Formal Level I in accordance
38 with the provisions of Article 4.3.1. Any such grievance must be filed
39 within 20 days after the occurrence of the act or omission giving rise to
40 the grievance, and failure to present such grievance within this time
41 limit shall render the grievance null and void.
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ARTICLE 5: COMPENSATION

Effective July 1, 2018, the 2017-2018 CSEA Basic Salary Schedule shall be increased by 4.71%.

Effective July 1, 2018, there will be only one Classified Salary Schedule. The new CSEA Salary Schedule which includes an additional longevity step shall apply effective July 1, 2018. The new salary schedule already includes the 4.71%. **Appendix B**

The District shall provide each full-time CSEA employee who is employed with the District by the end of fiscal year 2018-2019, a one-time, off-schedule payment of \$1,500. CSEA employees employed less than 100% will receive the amount proportionate to their percent of employment.

2019-2020 – 3.26% Increase to the 2018-2019 salary schedule. Should Faculty receive more than 3.26% to their salary schedule, classified will receive the same salary increase as Faculty. In addition, the District and CSEA may open one Article for 2019-2020 (2.4.1). The chosen Article shall not have any monetary impact to the District.

2020-2021 – Reopeners as established by Article 2.4.1.

5.1 Initial Salary Placement

New unit employees shall be placed on Step 1, unless otherwise authorized by the Board of Trustees, in the appropriate range for the position classification in accordance with **Appendix B**.

5.2 Salary Computation

5.2.1 Full-time unit employees shall be compensated on the basis of the monthly salary in the appropriate range for the position classification in accordance with **Appendix B**.

5.2.2 Part-time unit employees assigned to work less than forty (40) hours per week on a percentage basis of a full-time assignment shall be compensated on the basis of the percentage of the monthly salary in the appropriate range for the position classification in accordance with **Appendix B**.

5.2.3 Part-time unit employees assigned to work less than forty (40) hours per week on an hourly basis shall be compensated for each hour of service rendered at the hourly equivalent of the monthly salary range for the appropriate position classification in accordance with **Appendix B**. In determining the hourly equivalent from the monthly salary range, the divisor of 173.33 hours per month shall be utilized.

5.3 Anniversary Increment — Full-Time and Part-Time Employees

5.3.1 Unit employees (full-time and part-time) initially placed on Step 1 in accordance with the salary schedule in **Appendix B** shall be granted an anniversary increment to Step 2 after completion of six (6) months of fully paid status in the District. The anniversary

1 increment shall be effective on the first day of the month following
2 completion of the six (6) months as specified above.
3 5.3.2 Unit employees (full-time and part-time) placed on Step 2 in
4 accordance with the salary schedule in **Appendix B** shall be
5 granted by the District an anniversary increment advancement to
6 Steps 3, 4, and 5 after completion of each one (1) calendar year
7 period on the prior step. Unit employees paid on a monthly salary
8 basis shall have been in fully-paid status for at least seventy-five
9 percent (75%) of the working days in the one (1) year period to be
10 credited with the entire year. Seventy-five percent (75%) of the
11 working days in the one (1) year period shall be defined as follows:

<u>Length of Annual Assignment</u>	<u>Number of Workdays</u>
10 months	165
11 months	181.5
12 months	198

16 Unit employees paid on an hourly rate basis shall have been in a
17 fully paid status for at least seventy-five percent (75%) of the
18 assigned hours in the one (1) year period to be credited with the
19 entire year.

20 5.4 Longevity Increment — Full-Time and Part-Time Employees

21 5.4.1 After nine (9) consecutive years of credited service in the District,
22 the unit employee's salary as provided in **Appendix B** shall be
23 increased by an increment of five (5) percent.

24 5.4.2 After fourteen (14) consecutive years of credited service in the
25 District, the unit employee's current salary shall be increased by an
26 increment of five (5) percent.

27 5.4.3 After nineteen (19) consecutive years of credited service in the
28 District, the unit employee's current salary shall be increased by an
29 increment of five (5) percent.

30 5.4.4 After twenty-four (24) consecutive years of credited service in the
31 District, the unit employee's current salary shall be increased by an
32 increment of five (5) percent.

33 5.4.5 After twenty-nine (29) consecutive years of credited service in the
34 District, the unit employee's current salary shall be increased by an
35 increment of five (5) percent.

36 5.4.6 After thirty-four (34) consecutive years of credited service in the
37 District, the unit employee's current salary shall be increased by an
38 increment of five (5) percent.

39 5.4.7 The unit employee paid on a monthly salary basis shall have been
40 in a fully paid status for a minimum of seventy-five percent (75%) of
41 the working days in a year to be credited with the entire year. The
42 unit employee paid on an hourly rate basis shall have been in a
43 fully paid status for a minimum of seventy-five percent (75%) of the
44 assigned working hours in a year to be credited with the entire year.
45 The longevity increment shall be effective on the first day of the

month after completion of credited service as specified above. Seventy-five percent (75%) of the working days in a year shall be defined as follows:

<u>Length of Annual Assignment</u>	<u>Number of Workdays</u>
10 months	165
11 months	181.5
12 months	198

5.5 Differentials — Full-Time and Part-Time Employees

5.5.1 If a unit employee qualifies for a differential pursuant to Article 7: Hours of Employment, Sections 7.12.1 - 7.12.4, said employee's salary, as provided in **Appendix B**, shall be increased by a differential increment as follows:

5.5.1.1	Swing Shift	2.5%
5.5.1.2	Split Shift	2.5%
5.5.1.3	Graveyard Shift	5.0%
5.5.1.4	Weekend Shift	5.0%

5.5.2 If a bargaining unit employee qualifies for two (2) or more differentials pursuant to Sections 5.5.1.1, 5.5.1.2, 5.5.1.3, and 5.5.1.4 above, said employee's salary as provided in Appendix B shall be increased by the sum of the differential increments specified above.

5.6 Salary Warrants

5.6.1 Bargaining unit employee's regular monthly salary warrants (excluding earned salary advances and special warrants) shall be itemized to indicate deductions and overtime.

5.7 Salary Warrant Frequency

5.7.1 Bargaining unit employees (full-time and part-time on a monthly salary basis) in paid status normally shall receive a salary warrant on the 10th and 25th day of each month. Hourly unit employees in paid status normally shall receive a salary warrant on the 10th day of each month, except unit employees employed in the classifications for Cafeteria Workers on the Salary Schedule in Appendix B, shall receive a salary warrant on or about the 10th and 25th day of each month. If salary warrants are unavailable by the specified days, the warrants shall be issued as soon as administratively practicable.

5.8 Salary Warrant Errors

5.8.1 Whenever it is determined that a District error has been made in the calculation or reporting in any bargaining unit employee's payroll or in the payment of any bargaining unit employee's salary, the District shall provide the employee with a statement of the correction and a supplemental payment normally within five (5) working days of such determination. The employee shall provide written notification to the Payroll Department of any alleged errors. A salary warrant error resulting in an overpayment for a bargaining unit employee shall be corrected and a subsequent salary

warrant(s) reduced accordingly after the District provides written notification to said employee.

5.9 Lost Salary Warrants

5.9.1 If a bargaining unit employee: 1) loses a salary warrant after receipt, b) fails to receive a salary warrant within ten (10) workdays of the date of mailing, or c) fails to cash a salary warrant within six (6) months of the issuance date, said employee shall immediately notify the Payroll Office and as soon as administratively practicable a new salary warrant shall be issued. The District shall charge said employee for the actual and necessary expense of reissuing a warrant in case of the loss of salary warrant or failure to cash a salary warrant within the time period specified above.

5.10 Promotion, Range Adjustment, and Reclassification

5.10.1 Any unit employee subject to promotion approved by the Board of Trustees shall be placed on the appropriate higher range and thereafter, placed on the appropriate step, not lower than Step 2 (unless the employee is currently on Step 1), so as to result in at least a five (5) percent salary increase as compared to the immediately prior range and step placement, exclusive of longevity increments and shift differentials.

5.10.2 Any unit employee subject to reclassification or salary range adjustment approved by the Board of Trustees shall be placed on the appropriate higher range on the same step as the prior step placement.

5.10.3 For anniversary increments pursuant to Section 5.3.2 an employee shall be credited with the period of time on the prior step in determining the one (1) calendar year period necessary for advancement to the next step.

5.11 Retroactive Salary Adjustment

If retroactive salary adjustments are agreed upon for either fiscal years 2013-2014, 2014-2015 pursuant to this Agreement, then it shall be issued to unit employees within forty-five (45) workdays of approval of said agreement by the Board of Trustees.

5.12 Working Out-of-Classification

Unit employees required to work in a higher classification, with prior approval of the unit employee's immediate manager, shall qualify for "out-of-class" pay, and have his/her salary adjusted upward for the entire period he/she is required to work out-of-classification, in accordance with the following provisions:

5.12.1 A full-time unit employee assigned to work on a Five Eight-Hour Day Workweek Schedule shall qualify for "out-of-class" pay if he/she is required to work in a higher classification assignment for five (5) or more workdays in a fifteen (15) calendar day period. For the purpose of determining eligibility for "out-of-class" pay only those workdays on which an employee renders a full eight hours of service, as scheduled for the assignment, shall be credited toward

- fulfillment of the five (5) or more workdays of service requirement as specified above.
- 5.12.2 A full-time unit employee assigned to work on an Alternate Work Schedule (i.e., Nine-Eighty Work Schedule, Four Ten-Hour Day Workweek, or Fluctuating Work Schedule) shall qualify for “out-of-class” pay if he/she is required to work in a higher classification assignment for forty (40) or more hours in a fifteen (15) calendar day period. For the purpose of determining eligibility for “out-of-class” pay only those hours of service rendered for a full workday, as scheduled for the assignment, shall be credited toward fulfillment of the forty (40) or more hours of service requirement as specified above.
- 5.12.3 A part-time unit employee shall qualify for “out-of-class” pay if he/she is required to work in a higher classification assignment for five (5) or more workdays in a fifteen (15) calendar day period. For the purpose of determining eligibility for “out-of-class” pay only those workdays on which an employee renders a full workday of service, as scheduled for the assignment, shall be credited toward fulfillment of the five (5) or more workdays of service requirement as specified above.
- 5.12.4 Salary adjustment for “out-of-class” pay shall be an amount which reasonably reflects the duties required to be performed outside an employee’s normal assigned duties. Salary shall be adjusted for only full workdays of service rendered during the period of the higher classification assignment, and such adjustment shall be made pursuant to the provisions of Article 5.10.1.
- 5.12.5 The CSEA President shall be provided a copy of the Employment Request form processed for a unit employee who is assigned to work out-of-classification under the provisions of this Article. The CSEA President shall also be provided a copy of any written communication which terminates such an assignment, except when the Employment Request form designates an ending date for the assignment, in which case the Employment Request form shall serve as said written notice.
- 5.12.6 The following provisions shall apply to working out-of-classification assignments, except for when a unit employee is substituting for a unit employee who is absent from his/her position:
- 5.12.6.1 After a unit employee has been assigned and has worked out-of-classification in a bargaining unit position for a continuous period of one calendar year, the District, upon written request by CSEA, will meet and negotiate the following options: (1) making a change to the position (job classification) for filling on a permanent basis; or (2) continuation of the unit employee in the out-of-classification assignment beyond the one-year period.

- 1 5.12.6.2 At any time during the period a unit employee is assigned
2 to work out-of-classification in a bargaining unit position
3 the District may: (1) announce, screen, and fill the
4 vacant position (if the assignment is to temporarily
5 perform duties of a vacant bargaining unit position);
6 and/or (2) terminate the assignment.
- 7 5.12.6.3 CSEA and the District shall designate not more than two
8 (2) representatives each to conduct any negotiations as
9 specified in Article 5.12.6.1 above.
- 10 5.12.6.4 In the event that any negotiations between CSEA and the
11 District, as specified in Article 5.12.6.1 above are not
12 completed, the District may continue an employee
13 working in any such assignment pending the completion
14 of such negotiations.
- 15 5.12.6.5 In the event that a recruitment/selection process to fill a
16 vacant position is not completed, the District may
17 continue an employee working in any such assignment
18 pending the completion of the recruitment/selection
19 process for filling the position.
- 20 5.12.6.6 The provisions as specified in Articles 5.12.5 and 5.12.6
21 above shall apply only to unit employees whose
22 beginning date in an assignment to work out-of-
23 classification in a bargaining unit position is January 1,
24 1999 or after.

25 5.13 Reclassification Procedures

26 When there is sufficient reason for an employee to believe that the duties
27 assigned to a classified bargaining position have permanently changed or
28 evolved into an assignment that is within a different or new classification, the
29 following procedures for an employee to request a reclassification of the
30 employee's current position shall apply. See **Appendix D**.

31 5.13.1 A District wide committee ("Joint Committee") consisting of six (6)
32 District-employee members --- 3 appointed by CSEA and 3
33 appointed by the District --- will be trained by a professional
34 consultant, selected by the District in consultation with CSEA to
35 provide assistance to the Joint Committee. The Joint Committee
36 shall (1) be appropriately trained in job analysis to conduct the
37 review process; and (2) formulate written recommendations for
38 approval to the District Executive Council not later than April 30.
39 The consultant shall have an advisory role to the Joint Committee
40 and will not be a voting member of the Joint Committee. CSEA
41 members serving on the Joint Committee shall be provided with
42 release time for attendance at Joint Committee meetings.

43 5.13.2 When there is sufficient reason to believe that the duties assigned
44 to a position have substantially changed or evolved on a permanent
45 basis for at least six months, a bargaining unit member may

request a reclassification of his/her position and subject to the following provisions.

5.13.2.a. Probationary employees are not eligible to apply until they have one year of service within the job classification. This does not preclude the employee from being eligible for out of class pay pursuant to Article 5.12.

5.13.2.b. Reclassification requests shall be submitted in writing on a Reclassification Request Form, to the Human Resources Department during the period of November 15 through December 15, commencing in 2013, or not more than once in a 36-month period.

5.13.2.c. Reclassification requests shall include sufficient information to confirm that the duties assigned to the employee's position have substantially changed or evolved on a permanent basis for at least six months.

5.13.2.d. The affected employee and/or a representative from the CSEA bargaining unit may appear before the Joint Committee to present verbal information on behalf of the employee having submitted a reclassification request.

5.13.3. The Joint Committee will recommend the appropriate action to approve or disapprove the request(s) based upon the job analysis and include appropriate rationale. If the Committee recommends a new classification, it shall also include a recommendation for the appropriate salary range assignment. Only approvals for reclassification by majority or tie vote will be recommended for consideration by the Executive Council. A report indicating the approvals and disapprovals will be submitted to the Vice President of Human Resources. All requests considered, and the related materials and deliberations, by the Joint Committee will be considered as confidential.

5.13.4. Within 15 work days of the Joint Committee's final recommendation, the affected employee and CSEA Chapter President will be provided written notice of that recommendation.

5.13.5. The Executive Council shall retain the final authority to approve/disapprove the Joint Committee's recommendation(s) and, as appropriate, a recommendation for a new classification's salary range. If the determination is to disapprove, the Human Resources Department shall take appropriate action to insure that the duties and responsibilities of the affected employee remain within the job description/class specification to which assigned. Reclassification

requests approved by the Executive Council shall be recommended to the Board of Trustees for implementation on July 1 following the year in which the request was submitted.

5.13.6 Within 15 work days of the Executive Committee's final recommendation, the affected employee and CSEA Chapter President will be provided written notice of the recommendation and explanation, if the request is denied.

5.13.7 Reclassification recommendations/decisions, including rationale and explanations, are not grievable. A failure by the Joint Committee to follow the timelines provided in this Section 5.13, without prior agreement with CSEA, may be addressed through the grievance procedures of this agreement commencing at Level II (Article 4.3.2) within 10 days of the failure of the Joint Committee to follow the timelines. All other allegations of procedural violations of this provision are subject to the grievance procedure.

ARTICLE 6: HEALTH AND WELFARE BENEFITS

6.1 Beginning January 1, 2019, and continuing thereafter, the District's maximum contribution paid towards the medical insurance premiums for CSEA employees shall not exceed \$23,500. For calendar years 2019, 2020, and 2021 the District agrees to pay any costs in excess of the District maximum contribution (\$23,500) for the medical plan chosen by the employee.

The District agrees to an Early Retiree Benefit Program with a maximum District contribution towards the District's CalPERS medical plan of \$15,000 per fiscal year for CSEA employees who retire from the District who are at least 62 years of age and have at least 20 years of continuous service with the District. Entitlement to retiree benefits under this Early Retiree Benefit Program shall end when the retiree turns 65 years of age. A retiree is not eligible to receive Retiree Health Benefits under this Article while participating in the Early Retiree Benefit Program.

Retiree Health Benefit: The District will contribute \$300 per month for members who retire from the District and have a CalPERS or CalSTRS retirement date after July 1, 2018.

6.2 Dental Coverage for January 1, 2019 - December 31, 2021

6.2.1 The District will continue to offer the existing Delta Premiere and Delta Care dental plans.

6.2.2 Delta Premiere Dental Plan: For the period January 1, 2019, through December 31, 2021, the District will pay the full super-composite premium for this plan for eligible employees and dependents based on the premium rate(s) in effect for this plan during this period.

6.2.3 Delta Care Dental Plan: For the period January 1, 2019, through December 31, 2021, the District will pay the full super-composite premium for this plan for eligible employees and dependents based on the premium rate(s) in effect for this plan during this period.

6.2.4 Eligible bargaining unit employees must select one of the above listed dental plans.

6.3 Vision Care Coverage for January 1, 2019 - December 31, 2021

6.3.1 The District will continue the current ASCIP VSP Vision Plan B for eligible employees and dependents.

6.3.2 For the period January 1, 2019, through December 31, 2021, the District will pay the full super-composite premium for the VSP Vision Plan B for eligible employees and dependents based upon the premium rate(s) in effect for this plan during this period.

6.4 Life Insurance Coverage for January 1, 2019, - December 31, 2021

6.4.1 Effective January 1, 2019 through December 31, 2021, the District will continue to pay 100% of the full annual premium cost for a \$50,000 life insurance plan for full-time unit members.

6.5 For calendar years 2019, 2020, 2021, the District will provide up to \$4,000 annually in lieu of medical insurance for those unit members who are eligible for

- medical insurance and who provide evidence of major medical insurance coverage through a spouse or State registered domestic partner. Unit members will be paid a pro-rata portion of the \$4,000 annual cash-in-lieu amount (currently paid tenthly) for any portion of the year that the employee did not receive District provided medical insurance. Cash-in-lieu recipients must notify the District immediately if they lose their medical insurance. These unit members shall be enrolled in a District provided medical insurance plan of their choice and subject to any restrictions imposed by the medical plan carriers and subject to the District maximum. The cash-in-lieu program shall be at no additional cost to the District and is intended to result in additional health benefit savings.
- 6.6 Any benefits or services offered through the above plans that are reduced or eliminated by carriers shall not require the District to provide supplementary or other plans during the period of this agreement.
- 6.7 Unit employees assigned eighty-eight (88) hours or more per month shall be eligible for the above District-paid health and welfare benefits subject to enrollment eligibility requirements for such plans.
- 6.8 Retiree Medical Coverage for January 1, 2019– December 31, 2021
- 6.8.1 For the period January 1, 2019, through December 31, 2021, eligible bargaining unit employees who retire from the District can participate in the PERS Medical and Hospital Insurance Program for retirees and eligible dependents as implemented by the District. The District shall contribute the Base District Contribution amount as provided in Article 6.1 toward the plan selected by the retiree. Each year the contribution by the District shall equal the amount allocated for the Base District Contribution – Medical Plan for active eligible bargaining unit employees as provided in Article 6.1. Should the District receive any unanticipated increase in general purpose funds beyond the amount appropriated in the approved state's 2018-2019 budget for community colleges, and such additional funds are sufficient, the District will meet with CSEA to negotiate an agreed upon increase in this contribution amount. The effective date of any such increase would be established in accordance with the CalPERS Health Benefits Program's administrative regulations/procedures.
- 6.8.2 Bargaining unit employees eligible for participation in this retiree medical program as retirees are those who were covered under District-paid medical plans at the time of their retirement from the District and become annuitants as defined by the Public Employees' Retirement Systems or State Teachers' Retirement System.
- 6.9 Retiree Dental Coverage for January 1, 2019 - December 31, 2021
- 6.9.1 For the period January 1, 2019, through December 31, 2021, eligible bargaining unit employees who have retired from the District are eligible to enroll in the current District dental plans. Retirees may enroll themselves, spouses, or other eligible dependents. Retirees shall be responsible for the entire insurance

premium and any administrative fees required for participation in the dental plan selected.

6.10 Retiree Vision Coverage for January 1, 2019 - December 31, 2021

6.10.1 For the period January 1, 2019, through December 31, 2021, eligible bargaining unit employees who retire from the District are eligible to continue their vision coverage (District Vision Service Plan) by paying the full premium to the District.

6.10.2 Bargaining unit employees eligible for participation in this retiree vision plan are those employees who are covered under the District-paid Vision Service Plan at the time of their retirement from the District and who retire on or after January 1, 1990.

ARTICLE 7: HOURS OF EMPLOYMENT

7.1 Work Schedule: A unit employee's normal work schedule shall not exceed five (5) consecutive days, eight (8) hours per day nor forty (40) hours per week. This does not preclude the extension of the workweek or the workday on an overtime basis. The starting time and ending time of the workday shall be established by the District based on District needs. Prior to effecting any permanent change in the starting and ending time of the workday, the District shall notify the employee in writing fifteen (15) working days in advance prior to making the change. In addition, the immediate manager may temporarily modify the starting time and ending time of the workday based on District needs or a request of a unit employee.

7.2 Part-time unit employees shall have an assignment of less than forty (40) hours during the workweek.

7.3 Adjustment of Assigned Time: Any unit employee who works an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment changed to reflect the longer hours, effective with the next pay period.

7.3.1 Adjustment of Assigned Shift: No full-time employee in the unit, except for the exclusions listed below, shall be temporarily assigned to work his/her regularly assigned shift at different hours pursuant to Article 7, Section 7.1, for more than seven (7) days per semester, or more than fourteen (14) days per year without the consent of the employee, except in extenuating circumstances. In order to constitute a shift change, the starting time shall differ by at least one (1) hour from the employee's normal starting time.

7.3.2 The Vice President of Human Resources or designee will review all cases of extenuating circumstances necessitating shift changes exceeding the limitations as set forth in Article 7.3.1. Such request must be approved by the President/Superintendent or designee. If an employee is temporarily assigned to work his/her regularly assigned shift at different hours for more than seven (7) days per semester or more than fourteen (14) days per year without the consent of the employee, the employee shall receive a shift change differential of two and one-half percent (2 1/2%) for each day worked on the different shift in excess of the above limitations.

7.3.3 The limitation on shift changes and shift change differential shall not apply in any way to any of the following employees or situations:

7.3.3.1 Unit employees assigned to the Student Activities Department, Athletic Department, and Theatre/Music Departments; and other unit employees as designated by the District where support of programs/activities/events on the District's Master Calendar requires fluctuations in a position's daily working hours.

- 7.3.3.2 Unit employees whose assignments are changed from a swing or graveyard shift to a day shift during the Christmas, Spring and Summer periods. Such unit employees shall continue to receive the shift differential of their regular assignment during such periods.
- 7.3.3.3 Shift changes voluntarily accepted by an employee or initiated by an employee through a request of his/her immediate manager.
- 7.3.3.4 Unit employees who accept academic employment and whose work hours as a unit employee are modified to accommodate the academic employment.
- 7.3.4 The above limitations shall not restrict in any way the District's prerogative to assign overtime consistent with the applicable provisions of the CSEA-District collective bargaining agreement. In addition, the compensation paid for the days specified in the above provisions shall not be subject to any of the differential pay provisions of the CSEA-District collective bargaining agreement. These provisions should not be interpreted as limiting in any way the authority of the District to make any permanent change in hours of an employee or reduce the hours of any employee due to lack of work or lack of funds as provided by the Education Code.
- 7.4 Lunch Period: A thirty (30) minute non-compensated lunch period shall be provided to all unit employees who render service of at least six (6) consecutive hours in a workday. With the mutual agreement of the immediate manager and the unit employee, the non-compensated lunch period may be extended to a maximum of an additional thirty (30) minutes for a unit employee who renders service for at least six (6) consecutive hours in a workday. If the lunch period is extended up to a maximum of thirty (30) additional minutes, the additional minutes shall be worked on the same day as an extension of his/her regular assigned work schedule. The immediate manager may interrupt or terminate an employee's extended lunch period schedule, and return the employee to a thirty (30) minute lunch period schedule in accordance with District needs. The lunch period shall be assigned by the immediate manager at or about the midpoint of each employee's work shift. Immediate manager in making lunch period assignments will take into consideration both District and employee needs. It is the unit employee's responsibility to take the assigned lunch period. The lunch period is not to be used for any other District purpose.
- 7.5 Rest Period: A fifteen (15) minute compensated rest period shall be provided to each unit employee for each four (4) hour period of service. The rest period herein described shall be taken at or near the midpoint of each four (4) hour period of service. Any exception to this will be at times least disruptive to the operation of the office or department and subject to the mutual agreement of the immediate manager and the unit employee. The immediate manager may interrupt or terminate rest periods scheduled as exceptions under these provisions, and return the employee to a rest period schedule at or near the

midpoint of each four (4) hour period of service in accordance with District needs. It is the unit employee's responsibility to take the rest period. The rest period is not to be used for any other District purpose.

7.6 Overtime is defined as any time worked by an employee as authorized by the immediate manager in excess of eight (8) hours in any one workday or on any one shift or in excess of forty (40) hours in any workweek. Unit employees shall be compensated at the rate of one and one-half (1 1/2) times regular pay rate for overtime hours worked, or granted compensatory time off in accordance with Article 7.7 for such overtime hours worked. The District and the employee shall agree upon which manner of such compensation shall be granted for overtime hours worked by unit employees before such work is started.

7.7 Compensatory Time Off: Unit employees authorized by the immediate manager to take compensatory time off in lieu of paid compensation for authorized overtime must take the compensatory time off within twelve (12) months of having earned the compensatory time. Such time off shall be taken at a time mutually agreed to by the employee and the immediate manager. Unit employees may not accumulate more than seventy (70) working hours (105 compensatory hours) at any one time. If the compensatory time has not been taken within nine (9) months of the date it was earned, the District shall designate when such time off will be taken. All compensatory time shall be taken no later than twelve (12) months from the date it was earned. Compensatory time off shall be at the rate of one and one-half (1 1/2) hours off for each overtime hour worked. If a unit employee is not able to take the earned compensatory time off because of District needs, the unit employee will then be compensated for the compensatory time earned.

7.8 Overtime Opportunities shall be distributed and rotated as equally as is practical among qualified unit employees in each department. Unit employees shall be notified of any overtime when known by the immediate manager as soon as possible. A record of all overtime assigned to unit employees shall be posted.

7.9 Holiday Pay: When a unit employee is required to work on any of said holidays, he/she shall be paid compensation, or given compensating time off, for such time worked, in addition to the regular pay received for the holidays, at the rate of time and one half his/her regular rate of pay. The Board of Trustees may exempt the employees and positions for which class of positions employees are required to work exclusively on weekends and holidays and for which salary rate is established that recognizes the exclusive weekend and holiday peculiarity.

7.9.1 A full-time unit employee who is required to work a workweek other than Monday through Friday, or consents to a workweek including Saturday or Sunday or both pursuant to Education Code Section 88206, and as a result thereof loses a holiday to which he/she would otherwise be entitled, shall be provided by the District a substitute holiday (in the same workweek within which the holiday falls) or provide the employee compensation in the amount to which he/she would have been entitled to had the holiday fallen on one of his/her regularly assigned workdays.

- 1 7.9.2 A part-time bargaining unit employee who works a workweek other
2 than Monday through Friday (as described above in Article 7.9.1)
3 and as a result thereof loses a holiday to which he/she would
4 otherwise be entitled shall be provided substitute holiday time-off
5 on a prorated basis in the same workweek within which the holiday
6 falls, or compensation on a prorated basis. The prorated holiday
7 time-off shall be based upon the employee's assignment (total
8 assigned hours per week) in relation to a full-time five day
9 workweek assignment. Compensation paid to an employee in lieu
10 of holiday time-off shall be at the employee's regular rate of pay.
- 11 7.10 Call Back Time:
- 12 7.10.1 Any unit employee who is contacted to perform work that requires
13 the employee to return to the college campus (or other designated
14 work site) at a time when the employee is not regularly scheduled
15 to work shall receive a minimum of three (3) hours of pay at the
16 appropriate rate of pay under this Agreement.
- 17 7.10.2 Any unit employee who is contacted outside of his/her regularly
18 scheduled work hours to perform work that the employee is able to
19 perform without returning to the college campus (or other
20 designated work site) shall receive a minimum of one (1) hour of
21 pay at the appropriate rate of pay under this Agreement.
- 22 7.10.3 Any unit employee who is off work on approved vacation, sick leave
23 or other paid or unpaid leave, except when the employee is on an
24 Administrative Leave, shall not be contacted unless in the case of
25 an emergency, as defined in Article 2.7.
- 26 7.10.4 Call-back requests shall only be made by or with the responsible
27 manager approval. Each manager shall establish a verifiable call-
28 back protocol in accordance with 7.10, which shall be approved by
29 the appropriate Vice President.
- 30 7.11 Right of Refusal:
- 31 Any unit employee shall have the right to reject any offer or request
32 for overtime or call back, on call, or call-in time, except in such
33 emergencies that health and safety are major concerns.
- 34 7.12 Shift Classification:
- 35 7.12.1 Swing Shift: When hours of work regularly assigned exceed 4:30
36 p.m. by more than three (3) hours per day on a normal workweek.
37 Unit employee must work this shift for at least three (3) of the five
38 (5) normal workdays.
- 39 7.12.2 Split Shift: When hours of work regularly assigned are split by two
40 (2) or more hours for three (3) or more days of a normal workweek.
- 41 7.12.3 Graveyard Shift: When hours of work regularly assigned exceed 12
42 o'clock midnight and/or precede 8:00 a.m. by more than three (3)
43 hours per shift during a normal workweek. Unit employees must
44 work this shift for at least three (3) for the five (5) normal workdays.
45

- 1 7.12.4 Weekend Shift: In order to qualify for the differential, a unit
2 employee's regular assigned workweek must include both Saturday
3 and Sunday.
4 7.12.5 A unit employee receiving a shift differential who is temporarily
5 reassigned to a shift qualifying for a lesser differential increment for
6 the Christmas, Spring, or Summer periods shall continue to receive
7 the shift differential of his/her regular assignment.

8
9 7.13 Schedule of Paid Holidays July 1, 2018 – June 30, 2019. The District shall
10 provide 17 paid holidays, as set forth below, to eligible bargaining unit employees
11 in accordance with the terms and conditions of this Article. The mandated paid
12 holidays for bargaining unit members shall be prescribed in the Annual Work
13 Calendar prepared by the Human Resources Department. The annual holiday
14 observation dates will be established in accordance with the California
15 Community Colleges Chancellor's Office and consultation between the District
16 and CSEA representatives. The holidays to be provided each fiscal year are as
17 follows:

18 **2018-2019 FISCAL YEAR (July 1, 2018 – June 30, 2019)**

- | | |
|----------------|--|
| 19 July 4 | • Independence Day |
| 20 | |
| 21 September 3 | • Labor Day |
| 22 | |
| 23 November 12 | • Veteran's Day (Observance)* |
| 24 | |
| 25 November 22 | • Thanksgiving Day |
| 26 | |
| 27 November 23 | • Board Approved Holiday
(In Lieu of Admission Day) |
| 28 | |
| 29 December 24 | • Board Approved Holiday |
| 30 | |
| 31 December 24 | • Christmas Day |
| 32 | |
| 33 December 26 | • Board Approved Holiday |
| 34 | |
| 35 December 27 | • Board Approved Holiday |
| 36 | |
| 37 December 28 | • Board Approved Holiday |
| 38 | |
| 39 December 31 | • Board Approved Holiday |
| 40 | |
| 41 January 1 | • New Year's Day |
| 42 | |
| 43 January 21 | • Martin Luther King, Jr. Day |
| 44 | |
| 45 February 15 | • Lincoln Day |
| | |
| February 18 | • Washington Day |
| | |
| March 22 | • Board Approved Holiday
(Friday of Spring Break) |
| | |
| May 27 | • Memorial Day |

2019-2020 FISCAL YEAR (July 1, 2019 – June 30, 2020)

- | | |
|-------------|--|
| July 4 | • Independence Day |
| September 2 | • Labor Day |
| November 11 | • Veteran's Day |
| November 28 | • Thanksgiving Day |
| November 29 | • Board Approved Holiday
(In Lieu of Admission Day) |
| December 24 | • Board Approved Holiday |
| December 25 | • Christmas Day |
| December 26 | • Board Approved Holiday |
| December 27 | • Board Approved Holiday |
| December 30 | • Board Approved Holiday |
| December 31 | • Board Approved Holiday |
| January 1 | • New Year's Day |
| January 20 | • Martin Luther King, Jr. Day |
| February 14 | • Lincoln Day |
| February 17 | • Washington Day |
| March 20 | • Board Approved Holiday
(Friday of Spring Break) |
| May 25 | • Memorial Day |

2020-2021 FISCAL YEAR (July 1, 2020 – June 30, 2021)

- | | |
|-------------|--|
| July 3 | • Independence Day (Observance) |
| September 7 | • Labor Day |
| November 11 | • Veteran's Day |
| November 26 | • Thanksgiving Day |
| November 27 | • Board Approved Holiday
(In Lieu of Admission Day) |
| December 24 | • Board Approved Holiday |
| December 25 | • Christmas Day |
| December 28 | • Board Approved Holiday |
| December 29 | • Board Approved Holiday |
| December 30 | • Board Approved Holiday |
| December 31 | • Board Approved Holiday |
| January 1 | • New Year's Day |
| January 18 | • Martin Luther King, Jr. Day |
| February 12 | • Lincoln Day |

February 15
To Be Determined

- Washington Day
- Board Approved Holiday
(Friday of Spring Break)
- Memorial Day

May 31

*If holiday falls on Saturday, it will be observed by the District on the prior Friday.
If holiday falls on Sunday, it will be observed by the District on the following Monday.

Holidays not designated as "Board Approved" are specified by California Education Code.

Holidays on the preceding list shall remain subject to negotiations as necessary in order to conform to the District's Academic Calendar.

7.14 Holiday Eligibility: Except as otherwise provided in this Article, a unit employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Unit employees who are not normally assigned to duty on the holidays occurring during the Christmas/New Year and Spring Vacation periods shall be paid for the required holidays by Education Code and Board approved additional holidays occurring during these periods provided that the employees were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

7.15 Additional Holiday: Every day appointed by the President of the United States or the Governor of this State, as a public fast, mourning, thanksgiving, or holiday and for which the proclamation states that community colleges shall be closed, pursuant to the provisions of Education Code Sections 88203 and 79020, shall be a paid holiday for all eligible unit employees.

7.16 Vacations:

7.16.1 Unit employees except as provided in Sections 7.16.2 and 7.16.3 shall earn vacation for each month in paid status according to the following schedule:

Hours Earned Per Month

<u>Current Year of Service</u>	<u>10, 11, and 12-Month Employee</u>
1st	8
2nd	8
3rd	8
4th	8.8
5th	9.6
6th	10.4
7th	11.2
8th	12.0

9th	12.8
10th	13.6
11th	14.4
12th	15.2

The maximum number of hours of vacation for a 10-month employee is 152, an 11-month employee is 167.2, and a 12-month employee is 184.4. Vacation hours shall be prorated on the basis of 22 days in paid status per month. An employee shall be in paid status for at least seventy-five percent (75%) of the workdays for his/her regular annual assignment to qualify for a year of service. Seventy-five percent (75%) of the workdays of his/her regular assignment shall be defined as follows:

<u>LENGTH OF ANNUAL ASSIGNMENT</u>	<u>NUMBER OF WORKDAYS</u>
10	165
11	181.5
12	198

If the employee fulfills the seventy-five percent (75%) requirement, the employee shall be credited with another year of service and moved down to the next step, if any, on the above schedule; otherwise the employee shall continue on the current year of service for another year.

7.16.2 Unit employees who are employed on a monthly salary for a fractional portion of each working day shall be entitled to vacation benefits in proportion to the time employed.

7.16.3 Unit employees who are employed on an hourly basis shall be entitled to one (1) hour of vacation leave for each twenty-two (22) hours worked in a calendar month, or prorata share thereof.

7.16.4 Earned vacation leave shall not accumulate beyond twice the annual vacation of any unit employee. A unit employee must request in writing to take any vacation leave accumulated beyond the allowed accumulated days. If the request is not approved by the District because of District needs, the employee will be paid for those days.

7.16.5 Unit employees shall be allowed to utilize up to the full amount of accumulated vacation leave with prior approval of the immediate manager, and in such a way that there will be the least amount of interference with the performance of duties necessary to support educational programs provided by the college and/or meet other District needs.

1 7.16.5.1 Requests cannot be made more than nine (9) months in
2 advance of the requested dates of vacation.

3 7.16.5.2 Vacation requests shall be made by email and followed
4 with a District Vacation Request Form signed by the employee
5 within five (5) work days from the submission date of the email to
6 be considered official.

7 7.16.5.3 Official requests for vacation will be considered on a first
8 come first serve basis. However, immediate manager will consider
9 previous requests to ensure equitable distribution of time off.

10 7.16.5.4 Official vacation requests shall be approved or denied by
11 the manager within ten (10) work days. If a vacation request is
12 denied, the manager must provide the unit employee a written
13 reason for the denial within the ten (10) work day period. If no
14 written response is provided by the manager within the stipulated
15 time, the vacation request is deemed approved.

16 7.16.5.5 Prior approval shall not be required only in the case of the
17 utilization of vacation leave in conjunction with extended sick leave
18 pursuant to Article 12.

19 7.16.6 Vacation leave may be granted during the school year in which it is
20 earned and shall be granted no later than school year immediately
21 following the year in which it was earned.

22 7.16.7 Unit employees may be permitted to interrupt or terminate vacation
23 leave in order to utilize only the following leaves of absence
24 pursuant to this Agreement: Bereavement Leave, Jury Duty Leave,
25 Sick Leave (as limited herein) and serious illness of a member of
26 the unit employee's immediate family qualifying for personal
27 necessity leave. Vacation leave may be interrupted or terminated
28 to utilize sick leave only in the cases of serious illness or injury. In
29 the event the unit employee requests an interruption or termination
30 of vacation leave, the employee shall notify the District Office of
31 Human Resources and provide written information supporting the
32 request for such interruption or termination of vacation leave. The
33 period on other leaves of absence, as specified herein, shall be
34 utilized in lieu of the vacation leave and shall not extend the
35 vacation period beyond the last day of vacation previously
36 approved by the immediate manager.

37 7.16.8 In addition to the vacation leave pursuant to Section 7.16.1, full-
38 time unit employees shall be eligible to earn bonus vacation leave
39 for accumulated sick leave subject to the following provisions:

40 7.16.8.1 If the employee has accumulated sick leave as of
41 June 30 in accordance with the schedule herein, the
42 employee shall be credited with the number of bonus
43 vacation hours shown in the schedule below.
44
45

<u>Accumulated Sick Leave Hours</u>	<u>Bonus Vacation Leave Hours</u>
192-383	8
384-575	16
576-767	24
768-959	32
960 or more	40

- 7.16.8.2 The employee shall be credited with the bonus vacation leave hours as of July 1 following the determination of accumulated sick leave on June 30.
- 7.16.8.3 Bonus vacation leave hours shall not be prorated in fractions of hours.

7.16.9 Vacation Leave Buy Back:

- 7.16.9.1 Employee, at his/her option, may sell back to the District up to a maximum of 60 hours of vacation leave per fiscal year.
- 7.16.9.2 An employee may sell back a minimum of eight (8) hours. An employee will be limited to selling his/her vacation only once per fiscal year.
- 7.16.9.3 An employee is allowed to accrue a maximum of twice his/her annual vacation leave allotment. An employee who has a vacation balance as of June 30, 2003 that exceeds this cap will be "grandfathered" and will have up to five years to bring his/her excess vacation back to the cap limits. An employee who has exceeded the cap as of June 30, 2003 will have those hours "frozen" (for historical purposes) as his/her maximum limit. An employee will not be allowed to accrue vacation leave beyond that "frozen" amount as he/she works to bring their accruals within the cap limits. Employees who have not exceeded the policy cap will not be able to exceed the cap in the future.
- 7.16.9.4 Employees' accrued vacation hours will be tabulated as of June 30 of each year. An employee with more than the maximum allowable amount as of June 30 of each year will have his/her future vacation accrual reduced proportionately.
- 7.16.9.5 An employee must make a written request to his/her immediate manager to sell vacation leave. The immediate manager will forward the employee's request along with his/her recommendation

to the appropriate vice-president for final approval. The District retains the right to approve or disapprove requests on an individual basis. Requests will not be unreasonably denied. (An example for a denial could be that the employee has not taken actual vacation leave within the previous twelve months.)

7.17 Four Ten-Hour Day Workweek

Full-time unit employees who are normally assigned to work a five eight-hour day workweek may voluntarily request and be authorized to work a four ten-hour day workweek schedule as determined by the District. Requests for a four ten-hour day workweek schedule by unit employees shall require review for either approval or denial by both the immediate manager and the appropriate vice president or the President/Superintendent. Such schedule shall not exceed four (4) workdays, ten (10) hours per day, nor forty (40) hours per calendar-week period, beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday. This does not preclude the extension of the workweek or the workday on an overtime basis. The starting time and ending time of the workday shall be established by the District based on District needs. Prior to effecting any permanent change in the starting and ending time of the workday, the District shall notify the employee in writing ten (10) working days in advance prior to making the change. In addition, the immediate manager may temporarily modify the starting and ending time of the workday based on District needs or a request of the unit employee. The following provisions shall apply to administering the four ten-hour day workweek:

- 7.17.1 For the purpose of computing overtime for those employees assigned to a four ten-hour day workweek, only hours paid in excess of ten (10) hours per day and/or forty (40) hours in any workweek shall qualify for overtime pay.
- 7.17.2 Employees who are required to work on a District-recognized holiday/paid recess day will in addition to receiving their regular compensation receive holiday pay at time and one-half for time worked in excess of the first two (2) hours worked on said day. The first two (2) hours worked are already included in the employee's regular compensation for the pay period and therefore do not qualify for holiday pay compensation.
- 7.17.3 Employees who are scheduled to work on a District-recognized holiday/paid recess day but do not work on such day, will receive their regular compensation which includes eight (8) hours of pay. The remaining two (2) hours that are not worked that day must be charged out to either: vacation leave, compensatory time, or absence without pay.
- 7.17.4 If a District-recognized holiday/paid recess day falls outside an employee's work schedule the employee will be given one of his/her assigned workdays during the same workweek as a day off in lieu of such holiday/paid recess day and will receive regular compensation

- which includes eight (8) hours of pay, and the remaining two (2) hours that are not worked that day must be charged to either: vacation leave, compensatory time, or absence without pay. If not given another workday off within the same workweek in lieu of such holiday/paid recess day then the employee will be considered to have worked one (1) of his/her workdays in that workweek the same as having worked on a holiday/paid recess day, and the employee will in addition to receiving his/her regular compensation receive holiday pay at time and one-half for time worked in excess of the first two (2) hours worked on said day. The first two (2) hours worked are already included in the employee's regular compensation for the pay period and therefore do not qualify for holiday pay compensation.
- 7.17.5 Reporting of absences for all purposes except bereavement and jury duty leave shall be on an hour-for-hour basis. Bereavement and jury duty leave will be reported on a day-for-day basis (i.e., a day of such leave shall be for whatever hours the employee is scheduled to work on such day).
- 7.17.6 A twenty (20) minute compensated rest period shall be provided each unit employee for each five (5) hour period of service. The rest period herein described shall be taken at or near the midpoint of each five (5) hour period of service. Any exception to this will be at times least disruptive to the operation of the office or department and subject to the approval of the immediate manager. It is the unit employee's responsibility to take a rest period. The rest period is not to be used for any other District purpose.
- 7.17.7 Unit employees will only be allowed to interrupt and/or terminate the four ten-hour day workweek schedule assignment, and return to the five eight-hour day workweek assignment after completion of a full calendar-week work period. The immediate manager may interrupt or terminate an employee's four ten-hour day workweek schedule in accordance with District needs.
- 7.18 Voluntary Nine Hour Per Day/Eighty Hours Per Two-Week Work Schedule
Full-time unit employees who are normally assigned to work a five eight-hour workweek may voluntarily request and be authorized to work a nine hour per day/eighty hour per two-week work schedule period as designated by the District. Requests for a nine-hour per day/eighty hours per two-week work schedule by unit employees shall require review for either approval or denial by both the immediate manager and the appropriate vice president or the President/Superintendent.
- 7.18.1 Unit employees approved for participation on this work schedule shall be assigned to work a total of eighty (80) hours of service on a nine (9) workday assignment in a two calendar week work cycle.
- 7.18.2 The two-week work assignment cycle shall consist of nine workdays, eight of which shall be nine-hour days, and one of which shall be an eight-hour day. Overtime compensation shall be provided for all hours worked in excess of the required workday

(which shall not exceed nine hours) for unit employees designated and authorized to perform overtime work.

7.18.3 For unit employees assigned to work on a Monday through Friday basis and who are approved to have alternating Fridays as the unassigned day, the workweek shall be defined as beginning at the start of the fifth hour of the work assignment on the Friday the employees is assigned to work, and ending at the same time of day on the following Friday, and at which time the succeeding workweek will begin and then end at the completion of the fourth hour of the work assignment on the following Friday. Such unit employees will be assigned to work nine hours each workday except for Fridays. On Fridays, employees will be assigned to work eight hours on an alternating basis with the alternate Friday being an unassigned day.

7.18.4 For unit employees assigned to work on a Monday through Friday basis, and who are approved to designate a day other than Friday as the alternating unassigned day and unit employees assigned to work a workweek other than on a Monday through Friday basis, the workweek for the purpose of this work schedule shall be defined as beginning at the start of the fifth hour of the work assignment on the workday on which the employee is assigned to work eight hours in a workweek, and ending at the same time of day on the same day of the following week, and at which time the succeeding workweek will begin and then end at the completion of the fourth hour of the work assignment on the same day of the following week. Such unit employees shall be assigned to work nine hours each workday except for one eight-hour workday in alternating weeks, and one unassigned day in alternating weeks, which shall be scheduled on the same day of the week so that such employees are not assigned to work more than 40 hours in any given workweek.

7.18.5 Holiday/Paid Recess Day Provisions

7.18.5.1 If a holiday/paid recess day occurs on workday that unit employees are normally assigned to work nine hours, unit employees shall receive eight hours of time off with pay in accordance with the provisions for holiday eligibility, and unit employees must charge the remaining one hour of time off on such day to either: vacation leave, compensatory time, or absence without pay.

7.18.5.2 If a District-recognized holiday/paid recess day falls on the day normally scheduled as an employee's unassigned day in a two-week work cycle the employee will be given one of his/her assigned workdays during the same workweek as a day off in lieu of such holiday/paid recess day and will receive regular compensation which includes eight (8) hours

of pay. If the day given off is a nine-hour workday the remaining one (1) hour that is not worked that day must be charged to either: vacation leave, compensatory time, or absence without pay. If not given another workday off within the same workweek in lieu of such holiday/paid recess day then the employee will be considered to have worked one (1) of his/her workdays in that workweek the same as having worked on a holiday/paid recess day and the employee will in addition to receiving his/her regular compensation receive holiday pay at time and one-half for time worked on said day except as follows: If the time worked by an employee for this holiday pay provision is rendered on a day scheduled as a nine-hour workday the employee will receive holiday pay at time and one-half for time worked in excess of the first one (1) hour worked on said day. The first one (1) hour worked is already included in the employee's regular compensation and therefore does not qualify for holiday pay compensation.

7.18.6 Unit employees will only be allowed to interrupt and/or terminate the nine-eighty work schedule assignment and return to the five eight-hour day workweek assignment after completion of any full two-workweek nine-eighty cycle. The immediate manager may interrupt or terminate an employee's nine-eighty work schedule in accordance with District needs.

7.18.7 Reporting of absence for all purposes except bereavement and jury duty leave shall be on an hour-for-hour basis. Bereavement and jury duty leave shall be reported on a day-for-day basis (i.e., a day of such leave shall be for whatever hours the employees is scheduled to work on such day).

7.19 Fluctuating Work Schedule

The District may, with the consent of a unit employee, establish a fluctuating work schedule which includes workdays of more than eight (8) hours, but not less than four (4) hours, per day for unit employees assigned to the Student Activities Department, Athletics Department, and Theatre/Music Departments; and other unit employees, as designated by the District, where support of programs/activities/events on the District's Master Calendar requires fluctuations in a position's daily working hours. Such work schedule shall not exceed five (5) workdays, or forty (40) hours, in a calendar week period beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday. The following provisions shall apply to unit employees assigned to work a fluctuating work schedule:

7.19.1 The work schedule for such employees shall be as assigned by the District with employee input and based on District needs. At least one (1) week prior to the beginning of each calendar month, such

- 1 employees shall be given a written schedule indicating the days
2 and hours the employee is assigned to work during the month.
- 3 7.19.2 Such employees shall be exempt from overtime compensation for
4 time worked in excess of eight (8) hours in a day.
- 5 7.19.3 Such employees shall be compensated on an overtime basis only
6 for time worked in excess of forty (40) hours, or time worked on a
7 sixth (6th) or seventh (7th) workday, in a calendar week period as
8 defined above.
- 9 7.19.4 Such employees shall be exempt from the limitations on shift
10 changes, and shift differential provisions as specified elsewhere
11 under this Agreement.
- 12 7.19.5 Such employees shall be granted paid time off or holiday pay (up to
13 eight hours for a full-time unit employee) for each District-
14 recognized holiday pursuant to the provisions of Articles 7.9, 7.13,
15 7.14, and 7.15.
- 16 7.19.6 Reporting of absences for all purposes except bereavement and
17 jury duty leave shall be on an hour-for-hour basis. Bereavement
18 and jury duty leave will be reported on a day-for-day basis (i.e., a
19 day of such leave shall be for whatever hours the employee is
20 scheduled to work on such day).
- 21 7.19.7 Unit employees will only be allowed to interrupt and/or terminate
22 the fluctuating work schedule assignment, and return to the five
23 eight-hour day workweek assignment after completion of a full
24 calendar-week work period. The immediate manager may interrupt
25 or terminate an employee's fluctuating work schedule in
26 accordance with District needs.
- 27 7.20 Floating Holiday: The District shall grant employees in the bargaining unit two
28 floating holidays to be taken during the fiscal year (July 1 through June 30). The
29 holidays may be taken at the discretion of the employee with the advance
30 approval of the employee's immediate manager. The floating holidays must be
31 used during each fiscal year or they will be forfeited. The floating holidays may
32 not be carried over from one year to the next.
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ARTICLE 8: EFFECTS OF LAYOFF

- 8.1 Layoff for lack of funds or layoff for lack of work includes any reduction in hours of employment or reduction of the work year.
- 8.2 Unit employees will be given a minimum of forty-five (45) calendar days' notice of layoff prior to the effective date of layoff.
- 8.3 The notice of layoff shall be delivered personally to the employee or mailed by certified or registered mail to the employee at his/her last known address and shall contain the following information:
- A) The effective date of layoff;
 - B) Displacement rights, if any;
 - C) Reemployment rights.
- 8.4 Whenever a unit employee is laid off, the order of layoff within the class shall be determined by length of service. The unit employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. Length of service means all hours in paid status, but does not include any hours compensated solely on an overtime basis. Hours in paid status shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District.
- 8.5 Unit employees laid off because of lack of work or lack of funds are eligible for reemployment in the classification from which they were laid off for a period of thirty-nine (39) calendar months and shall be reemployed in preference to new applicants. All rights and status acquired shall be restored at the time of reemployment from the reemployment list.
- 8.6 If a laid off unit employee on the thirty-nine (39) calendar month reemployment list refuses three (3) offers of reemployment, he/she will have waived his/her reemployment rights, and his/her name will be withdrawn from the reemployment list and he/she will not be considered for any other assignments. (Offers and refusals must be in writing.)
- 8.7 Unit employees who are offered by the District and accept voluntary demotions or voluntary reductions in assigned time in lieu of layoff or remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply. The District shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.
- 8.8 If two (2) or more employees subject to layoff have equal seniority in a class, the determination as to who will be laid off will be made on the basis of the greater hire date in the class. If both employees have equal seniority, the determination will be made by lot.
- 8.9 Unit employees laid off will be entitled to medical and dental benefits for ninety (90) days after the effective date of layoff.
- 8.10 Upon notification of layoff, unit employees will be given a total of twelve (12) hours of release time from their assignments for employment interviews with other employers. A unit employee must notify his/her supervisor one day prior to

1 interview for the use of this release time. (This provision only applies to those
2 unit employees whose layoff results in a complete termination of employment
3 with the District.)

4 8.11 Unit employees laid off will be given first consideration for substitute non-
5 academic employment in any class the District determines he/she meets the
6 minimum qualifications.

7 8.12 Any employee laid off for lack of work or lack of funds and who elects service
8 retirement from the Public Employees' Retirement System shall be placed on an
9 appropriate reemployment list in accordance with Education Code Section
10 88015.

11 8.13 The District shall make good faith efforts to avoid layoffs by voluntary
12 reassignments, voluntary transfers, and voluntary retirements.

13 8.14 When there has been a layoff, vacancies within a class shall be filled in the
14 following order: 1) Reemployment List; 2) Transfers; and 3) Announce and
15 screen for vacant position.

16 8.15 The District will make every reasonable effort for unit employees separated from
17 service with the District due to layoff to receive payment of all earned salary
18 and/or allowances on or about the employee's last day of paid service.
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ARTICLE 9: TRANSFER PROCEDURES

9.1 Definition

A transfer is defined as a lateral move by a classified bargaining unit employee from the employee's present position to a position in another job location but within either the same job classification or a different job classification at the same salary range.

9.2 Employee Initiated Transfer Requests

9.2.1 The criteria to be used in consideration of transfer requests shall include one or more of the following:

9.2.1.1 The needs and efficient operation of the District.

9.2.1.2 The contribution the unit employee can make in another job location.

9.2.1.3 The qualifications, including experience, knowledge, skills, abilities, and recent training of the unit employee compared to those of other candidates for both the job locations to be filled, and the job location to be vacated.

9.2.1.4 The length and quality of the service rendered to the District by the unit employee.

9.2.1.5 The recommendation of the immediate manager to whom the employee is currently responsible and the immediate manager where the vacancy exists.

9.2.1.6 The preference of the unit employee.

9.2.1.7 An opportunity to be evaluated in a different location.

9.2.1.8 Significant personality conflicts with other employees.

9.2.2 A request for transfer on a District and CSEA approved form may be submitted at any time to the Office of Human Resources. An employee initiated transfer request on a proper form shall remain on file in the Human Resources office for two (2) years or when the transfer occurs, whichever is sooner, unless otherwise removed at the request of the employee. A copy of the names of employees on the transfer request list shall be provided to the CSEA President within 10 working days of when the list is modified.

9.2.3 Unit employees on the transfer request list shall be offered an interview between the employee and the manager for any vacancy within the same job classification or a different job classification at the same salary range. Should the manager choose to open the vacancy for recruitment, the unit employee will be notified in writing of the recruitment at the time it is announced, and will be offered assistance by Human Resources on how to complete the application on-line.

9.2.4 The District shall provide the unit employee, the appropriate immediate manager, and the CSEA President with official notification of the approval of the voluntary transfer request. After the unit employee accepts the transfer, the employee and CSEA shall be notified officially by District inner campus mail and email within five (5) workdays.

9.2.5 A request for transfer may be withdrawn by the employee at any time prior to the Board confirmation that the transfer has been made by the District.

1 9.2.6 An employee shall not be subject to any arbitrary action by the District as a
2 direct result of utilizing the voluntary transfer procedures.

3 9.3 Employer Initiated Transfers

4 9.3.1 An employer-initiated transfer is defined as a transfer without the
5 employee's request or approval.

6 9.3.2 Employer-initiated transfers are made at the discretion of the District to meet
7 the operational needs of the District for any of the following reasons:

8 9.3.2.1 A change of workload necessitating transfer of unit
9 employees.

10 9.3.2.2 Improved efficiency of the District.

11 9.3.2.3 Reassignment of member of immediate family. Members of
12 the immediate family who are employed by the District shall
13 not be assigned to a work location in which the employee is
14 supervised, directly or indirectly, by a member of his/her
15 immediate family. If family relationships change as a result of
16 marriage or domestic partnership during the school year, and
17 an employee is subject to supervision, directly or indirectly, by
18 a member of his/her immediate family, a reassignment shall
19 be initiated immediately thereafter.

20 9.3.2.4 An opportunity to evaluate a unit employee in a different
21 location.

22 9.3.2.5 Significant personality conflicts with other unit employees.

23 9.3.3 Except where a bonafide business necessity exists, a minimum of fifteen
24 (15) working days' written notice shall be provided to an employee
25 involuntarily transferred.

26 9.3.4 No employee shall be involuntarily transferred for arbitrary reasons
27 unrelated to the operational needs of the District.

28 9.4 Vacancies Created by Transfer

29 9.4.1 Openings created by a transfer (employee-initiated/employer-initiated) that
30 are determined by the District to be vacant, shall be filled by giving first
31 consideration to the unit employees on the lateral transfer list based on
32 Article 9.2.3. If no unit employee is selected from the transfer list, the vacant
33 position will be opened for recruitment.
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ARTICLE 10: EVALUATION PROCEDURES

See Appendix D for TA related to evaluation procedures.

The following procedures shall be utilized with regard to the unit employees covered by this Agreement.

10.1 Probationary Employee Evaluations

Regular probationary unit employees shall receive at least two (2) formal, written performance ratings, on District approved forms, during the probationary period. The performance ratings normally shall be conducted on or about the end of the 3rd and 5th months of the probationary period. For those unit employees required to serve a twelve (12) month probationary employment period as determined by the Board of Trustees (currently these are unit employees employed in sworn police officer job classifications and the job classification of Campus Security Officer, pursuant to Board Policy), the performance ratings will normally be conducted on or about the end of the 6th and 11th months of the probationary period.

10.2 Permanent Employee Evaluations

Regular permanent unit employees shall receive at least one (1) formal, written performance rating, on a District approved form, each year on or about the employee's annual anniversary date.

10.3 General Provisions

10.3.1 A unit employee may be evaluated by his/her immediate manager at any other time if exemplary or unsatisfactory service is performed. If there is an immediate supervisor (non-management, non-unit employee) who supervises the employee, the immediate supervisor may participate in the evaluation of the unit employee in addition to the immediate manager.

10.3.2 The rating forms will be completed by the unit employee's immediate manager prior to an evaluation conference between the employee and the immediate manager and immediate supervisor, if any. The formal rating form shall contain information bearing on employee performance related to the currently approved evaluation criteria.

10.3.3 The rating shall contain an appraisal of the unit employee's performance and, as appropriate, commendations or specific suggestions for the improvement of the employee's performance. The unit employee shall sign the performance rating forms signifying only that the employee has read and received a copy of the document.

10.3.4 The unit employee shall receive a written copy of the performance rating forms described herein at a personal conference conducted by the immediate manager and immediate supervisor, if any. Within five (5) working days of receipt of the evaluation, the unit employee may request a review of the evaluation by the Director of Human Resources, (or designated Human Resources representative, Vice President, or President-Superintendent), and

his/her decision on the evaluation shall be final. Within ten (10) working days of receipt of the evaluation from the immediate manager or within ten (10) working days of the final response by the Director of Human Resources (or designated Human Resources representative, Vice President, or President-Superintendent), if a review is requested, the unit employee may attach a written response to the performance evaluation. The evaluation and attachment, if any, shall be placed in the bargaining unit employee's personnel file.

10.3.5 The immediate manager's judgment and recommendations contained in the evaluation appraisals described herein and the evaluation objectives, standards, and criteria utilized by the immediate manager shall not be subject to the Grievance Procedure of Article 4. Disciplinary actions, including suspension, demotion, and dismissal, may be undertaken as a result of or independently of evaluation procedures. Any challengers to District disciplinary actions shall not be subject to the Grievance Procedure of Article 4.

10.3.6 If an immediate manager has supervised a permanent unit employee for less than six (6) months, an annual evaluation that is due for the employee will be postponed until a six (6)-month supervision period is completed, except in the event of circumstances as approved in writing by the Director of Human Resources (or designated Human Resources representative, Vice President, or President-Superintendent), with a copy of such approval also provided to the employee. In lieu of postponement, such an evaluation may be completed by the individual who served as the employee's immediate manager during the annual evaluation period provided he/she supervised the employee for a minimum of six (6) months during the period covered by the annual evaluation, and is still employed by the District. This six (6)- month supervision requirement does not apply to an evaluation(s) of a unit employee serving in a probationary period.

10.3.7 An immediate manager may not complete an annual evaluation that is due for a permanent unit employee more than thirty (30) calendar days after the employee's annual anniversary date for evaluation, except in the event of circumstances as approved in writing by the Director of Human Resources (or designated Human Resources representative, Vice President, or President-Superintendent), with a copy of such approval also provided to the employee. This provision does not apply to the postponement of completion of an annual evaluation of a unit employee pursuant to the provisions of Article 10.3.6 above.

1 10.3.8 Changes to the existing forms used to complete evaluations of
2 unit employees shall be mutually agreed to by the District and
3 CSEA.
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1 **ARTICLE 11: CONCERTED ACTIVITIES**

2 It is agreed and understood that there will be no unauthorized leaves in the form of a
3 strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully
4 perform job functions and responsibilities, or other interference with the operations of
5 the District by CSEA or by its officers, agents, or members including compliance with
6 the request of other labor organizations to engage in such forms of unauthorized leaves:

7 11.1 CSEA recognizes the duty and obligation of its representatives to comply with the
8 provisions of this Agreement and to make every effort toward inducing all unit
9 employees to do so. In the event of an unauthorized leave in the form of a strike,
10 work stoppage, slow-down, or other interference with the operations of the
11 District by unit employees who are represented by CSEA, CSEA agrees in good
12 faith to take all necessary steps to cause those employees to cease such
13 unauthorized leaves.

14 11.2 It is agreed and understood that any unit employee violating this Article may be
15 subject to appropriate disciplinary action including but not limited to suspension,
16 demotion, or termination.

17 11.3 It is understood that in the event this Article is violated, the District shall be
18 entitled to withdraw any right, privileges, or services provided for in this
19 Agreement from any unit employee who violates this Article and/or CSEA if it
20 violates this Article.

21 11.4 In the event of any concerted activities such as a strike, work stoppage, slow-
22 down or picketing by any other employees or employee organizations in the
23 District, the District and CSEA agree that the unit employees covered by this
24 Agreement shall be allowed to render services to the District for the duration of
25 the concerted activities.
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ARTICLE 12: SICK LEAVE

- 12.1 Unit employees employed by the District full-time with full pay for a fiscal year shall be entitled to ninety-six (96) hours of leave of absence for illness or injury, exclusive of days they are not required to render service. Days and/or hours, as used in this Article, means the employee's regularly, assigned work schedule, exclusive of overtime.
- 12.2 Unit employees employed less than full-time and/or less than a full fiscal year are entitled to that proportion of ninety-six (96) hours of leave of absence for illness or injury as the number of months and/or number of hours per week they are employed bear to a forty (40) hour per week twelve (12) month assignment.
- 12.3 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the unit employee and such leave may be taken at any time during the employee's assigned work year. Probationary unit employees of the District shall not be eligible to take more than forty-eight (48) hours of such leave, or the proportionate amount to which they may be eligible under Sections 12.2 and 12.3.
- 12.4 Pregnancy Disability: Unit employees who are in paid status immediately preceding medically-verified pregnancy disability shall be eligible to receive compensation at their regular rate of pay charged against available sick leave for the workdays missed during the period of disability, subject to the following conditions:
- 12.4.1 The employees shall submit a physician's statement verifying the disability to the Office of Human Resources prior to the effective day of the leave; and
- 12.4.2 During the leave, the employee shall submit to the Office of Human Resources at least once each two (2) weeks a physician's statement verifying the continued disability. At the conclusion of the pregnancy disability and release to return to work from the employee's physician, the employee shall either immediately return to work, resign, or commence an unpaid Family and Medical Leave pursuant to Article 26. At the conclusion of the "Family and Medical Leave" period under Article 26, the employee may request an additional unpaid leave for child rearing pursuant to Article 17.
- 12.5 Unit employees, except as provided below, absent due to illness or injury shall follow procedures established by their immediate manager to notify their immediate manager or department of intent to be absent, the nature of the illness or injury, and the anticipated duration of the illness not later than one (1) hour after the start of the work shift in order to be eligible for paid illness or injury leave. Unit employees on a swing, graveyard, or weekend shift absent due to illness or injury shall follow procedures established by their immediate manager to notify their immediate manager or department of intent to be absent, the nature of the illness or injury, and the anticipated duration of the illness not later than one (1) hour before the start of the work shift in order to be eligible for paid illness or injury leave. If the unit employee fails to provide the notification of absence as specified above, the absence shall be unpaid.

12.6 Periods of Absences:

12.6.1 Absences for Less Than Five (5) Consecutive Workdays: Unit employees absent for any illness or injury for less than five (5) consecutive workdays may be required, at the discretion of their immediate manager, to submit a medical statement as specified in Article 12.7 below to verify the absence. If such a medical statement is required by the District, any medical cost for acquiring the statement not covered by medical insurance shall be paid to the employee by the District.

12.6.2 Absences for Five (5) or more Consecutive Workdays: Unit employees absent for any illness or injury for five (5) or more consecutive workdays may be required, at the discretion of their immediate manager, to periodically submit medical statement(s) as specified in Article 12.7 below to verify the absence. If such a medical statement(s) is required by the District, any medical cost for acquiring the statement(s) not covered by medical insurance shall be borne by the employee.

12.7 Medical Statement(s) Verifying Absence(s) Due to Any Illness or Injury: Medical statement(s) verifying a unit employee's absence due to any illness or injury must be from a physician treating the employee for the medical condition for which the employee is on leave, and verify any or all of the following as may be required by the District: the period of absence, reason for absence, the date the employee is released to return to work, and that the employee is able to perform all of the required duties of his/her same position without restriction. The immediate manager may require the submission of such a statement prior to the employee being permitted to return to work, and if so, the employee shall be notified of this requirement prior to the day the employee returns to work. If the unit employee is not notified of this requirement until he/she returns to work, the District shall provide the employee a reasonable amount of time necessary to obtain such required medical statement.

12.8 Absences Due to Surgery, Serious Injury, or Serious Illness: In addition to the provisions as specified in Articles 12.6 and 12.7 above, unit employees absent due to surgery, serious injury, or serious illness, must submit a medical statement of release to return to work to their immediate manager prior to being permitted to return to work. Such medical statement must be from a physician treating the employee for the medical condition for which the employee is on leave, and verify: the date the employee is released to return to work, and that the employee is able to perform all of the required duties of his/her same position without restriction.

12.9 Unit employees shall be required to submit to medical examination(s) by a District-designated physician(s), at District expense, as directed by the President/ Superintendent, the administrator responsible for the administration of the classified personnel program, or the appropriate vice president.

12.10 An absent unit employee shall notify his/her immediate manager before the end of his/her scheduled workday whether he/she will be returning to work the following day.

- 1 12.11 A unit employee may utilize accumulated sick leave for the purpose of medical,
2 dental, and/or vision care appointments which cannot be scheduled during non-
3 duty hours.
- 4 12.12 If a unit employee does not take the full amount of sick leave allowed in any year,
5 the amount not taken shall be accumulated from year to year.
- 6 12.13 After all earned sick leave with full pay is exhausted, unit employees shall be
7 entitled to a maximum of 100 total working days each fiscal year (July 1-June
8 30), of non-accumulative extended sick leave with partial pay, for any and all
9 absence(s) due to illness/injury combined regardless of the number, reason(s), or
10 period(s), of such absence(s). Such days of extended paid sick leave shall be
11 compensated at fifty percent (50%) of the unit employee's regular rate of pay
12 (exclusive of any overtime), and shall be available only after the exhaustion of all
13 other paid leave, including sick leave, vacation, holidays, or compensatory time.
14 Only a single 100 working day period of extended sick leave with fifty percent
15 (50%) pay shall be allowed for any single and continuous absence due to
16 illness/injury that begins in one fiscal year and extends into the next fiscal year.
17 Eligibility for extended sick leave with fifty percent (50%) pay is subject to the
18 same provisions regarding medical verifications for such absence(s) as specified
19 in Articles 12.6, 12.7, 12.8, and 12.9 above.
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1 **ARTICLE 13: PERSONAL NECESSITY LEAVE**

2 13.1 A maximum of fifty-six (56) hours of absence per year for illness or injury leave
3 earned pursuant to the Sick Leave provisions of this Agreement, may be used
4 by the unit employee, at his/her election, in cases of personal necessity, for the
5 following purposes only:

- 6 a) Death of a member of the unit employee's immediate family (as
7 defined in Article 14: Bereavement Leave) when additional leave is
8 required beyond that provided in the Bereavement Leave
9 provisions of this Agreement.
10 b) Accident, involving the unit employee's person or property, or the
11 person or property of a member of the immediate family (as defined
12 in Article 14: Bereavement Leave).
13 c) Appearance in any court or before any administrative tribunal as a
14 litigant, party, or witness under subpoena or any order made with
15 jurisdiction. If the duration of the appearance comprises one-half
16 ($\frac{1}{2}$) or less of the unit employee's regular assignment, the employee
17 shall return to work for the remainder of his/her assignment.
18 d) Illness of a member of the unit employee's immediate family (as
19 defined in Article 14: Bereavement Leave).
20 e) Birth of a child to the wife of a unit employee or to the daughter or
21 daughter-in-law of a unit employee.
22 f) Activities required by governmental agencies for the adoption of a
23 child by the unit employee (or employee's spouse), foster care
24 placement of a child or ward with the unit employee.
25 g) Medical, dental, and/or vision care appointments which cannot be
26 scheduled during non-duty hours.
27 h) Imminent danger of the home of the unit employee.

28 Personal business subject to the following conditions:

- 29 (1) To qualify as personal business, the circumstances shall be
30 of a serious nature which cannot be expected to be
31 disregarded and necessitates immediate attention, and
32 which cannot be dealt with during off-duty hours.
33 (2) Advance authorization for utilization of this leave shall be
34 obtained from the immediate manager pursuant to the
35 conditions of Article 13.3, except in the cases of an
36 emergency. In the cases of an emergency, notification shall
37 be provided to the immediate manager before leaving the
38 work site.

39 13.2 Some examples of reasons for which approval of requests for personal necessity
40 leave shall not be utilized are:

- 41 a) political activities or demonstrations;
42 b) vacation, recreation, or social activities;
43 c) civic or organization activities;
44 d) employee association activities;
45 e) routine personal activities;
f) occupational investigation.

- 1 13.3 Unit employees, except as provided below, shall request approval of personal
2 necessity leave from their immediate manager prior to the beginning of the work
3 shift in which the absence is requested. Unit employees on a swing, graveyard,
4 or weekend shift shall request approval of personal necessity leave from their
5 immediate manager at least one (1) hour prior to the beginning of the work shift
6 in which the absence is requested. The prior notification requirement shall be
7 waived in cases of an emergency, but notification must be made before leaving
8 the work site. If the unit employee fails to provide the notification as specified
9 above, the absence shall be unpaid.
- 10 13.4 Upon return from a Personal Necessity Leave, unit employees shall be required
11 to complete absence verification forms provided by the District and to submit any
12 verification as may be required. The employee shall receive his/her regular
13 compensation for such absences upon verification by the employee that the
14 absence was due to a personal necessity as defined herein.
- 15 13.5 If the personal necessity leave is utilized for the reasons stated in Section 13.2 or
16 for a purpose other than the reasons stipulated by the unit employee, the
17 absence shall be unpaid, and the employee may be subject to appropriate
18 discipline.
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ARTICLE 14: BEREAVEMENT LEAVE

14.1 The District agrees to grant necessary leave of absence with pay at the unit employee's regular rate not to exceed three (3) days, or five (5) days if 200 or more miles of one-way travel from the campus is required, on account of the death of any member of the immediate family of a unit employee. Members of the immediate family shall mean the:

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|---|--------------------------------|
| • Father | • Mother |
| • Brother | • Sister |
| • Wife | • Husband |
| • Registered Domestic Partner
(as defined in California Family Code Section 297) | • Child |
| • Grandchild | • Stepfather |
| • Stepmother | • Stepson |
| • Stepdaughter | • Mother-in-law |
| • Father-in-law | • Brother-in-law |
| • Sister-in-law | • Son-in-law |
| • Daughter-in-law | • Grandmother |
| • Grandfather | • Grandfather of spouse |
| • Grandmother of spouse | • Nephew |
| • Foster parents in lieu of father or mother | • Niece |
| • Uncle (3 days max. see below) | • Foster children |
| • Former legal guardian or legal ward living in the immediate household | • Aunt (3 days max. see below) |
| • Any relative living in the employee's immediate household | |

Further, the District agrees to grant necessary leave of absence with pay at the unit member's regular rate not to exceed three days for the death of an aunt or uncle. Exceptions may be granted by the President/Superintendent or designee.

14.2 Unit employees may request approval by their immediate manager to utilize other leave (paid or unpaid), as may be available and authorized in accordance with the provisions of this Agreement, for absence on account of the death of any relative not designated as an immediate family member pursuant to Article 14.1. Such absence shall not exceed three (3) days, or five (5) days if 200 or more miles of one-way travel from the campus is required.

14.3 Unit employees, except as provided below, shall be required to notify their immediate manager or department office no later than one (1) hour after the start of their regular work shift to request Bereavement Leave, except in the case of extraordinary circumstances. Unit employees on a swing, graveyard, or campus police officers shift shall notify their immediate manager or department office at least one (1) hour prior to the start of their regular work shift to request Bereavement Leave, except in the case of extraordinary circumstances. Failure to provide the required notice may result in ineligibility for paid leave and may be considered to be unauthorized absence.

1 14.4 Unit employees shall be required to complete a leave verification form provided
2 by the District and provide such proof of eligibility for Bereavement Leave
3 benefits as may be required by the District.
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ARTICLE 15: INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 15.1 Unit employees who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of four-hundred and eighty (480) hours paid leave in any one (1) fiscal year. This leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence. At the request of the District, the employee shall be examined by a physician designated by the District at District expense to determine: (a) whether or not the employee has sustained an injury or illness, (b) the extent of the disability, and (c) the length of time during which the employee will be disabled. Based on the examination of the physician, report of the immediate manager, and report of the employee, the District shall determine the employee's eligibility for an industrial accident or illness leave.
- 15.2 A unit employee who has sustained an alleged job-related injury shall report the injury on a District-approved accident report form within twenty-four (24) hours to the immediate manager. An employee shall report any illness on a District-approved form to the immediate manager within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness.
- 15.3 Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation Laws of this State, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under the Workers' Compensation Laws. When an industrial accident or illness occurs at a time when the full four-hundred and eighty (480) hours will overlap into the next fiscal year, the unit employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.
- 15.4 Unit employees shall be required to serve or have served as a regular classified employee of the District in a paid status continuously for a period of six (6) months, to be eligible for industrial accident leave. If and when the District requires pre-employment physical examinations, this six (6) months eligibility requirement will be deleted. Nothing in this Article (15.4) shall be subject to the grievance procedure as set forth in Article 4 of this Agreement.
- 15.5 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave shall be used. If the employee continues to receive temporary disability payments under the Workers' Compensation Laws of this State at the time of the exhaustion of leave under this section, he/she shall be entitled to use, on a prorated basis, his/her accumulated available sick leave, accumulated compensatory time, or other available leave, which when added to the Workers' Compensation award, provide for a full day's pay at the regular rate of pay.
- 15.6 During all paid leaves of absence, whether industrial accident, or industrial illness leave, sick leave, vacation, compensatory time or other available leave, the District shall issue the employee appropriate salary warrants for payment of the employee's regular salary and shall deduct normal retirement and other authorized contributions.

1 15.7 A unit employee shall be permitted to return to service after an industrial accident
2 or illness only upon the presentation of a release from a physician designated by
3 the District, at the expense of the District, certifying the employee's ability to
4 perform the essential job functions with or without restrictions. Prior to the unit
5 employee returning to work, the employee, manager, and human resources
6 representative will engage in an interactive process discussion to ensure whether
7 the work restrictions stated on the medical note can be accommodated or not.
8 Anytime an employee on industrial accident or illness leave is able to return to
9 work, the employee may be reinstated in a position in the same class without
10 loss of status or benefits.

11 15.8 A unit employee who has been medically released by a physician designated by
12 the District and fails to return to a position in the same class may be terminated.
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1 **ARTICLE 16: JURY DUTY LEAVE**

2 16.1 The District agrees to grant to unit employees regularly called for jury duty in the
3 manner provided by law, leave of absence without loss of pay for time the
4 employee is required to perform jury duty during the employee's regular workday.
5 If jury duty at a particular time is disruptive or a hardship on the operation of the
6 District, the District may request a deferment for the employment to a more
7 convenient time mutually acceptable to the District and employee.

8 16.2 Unit employees, so called for jury duty, must notify the District of service date(s)
9 upon receiving said notice from officers of the court. The District shall grant such
10 leave with pay up to the amount of the difference between the employee's
11 regular earnings and any amount he/she receives as juror's fees.
12 Employees are required to return to work during any day or portion thereof as
13 certified by Court Clerk in which jury duty services are not required. If an
14 employee is required to serve on jury duty for four (4) hours or more on a
15 workday, the employee shall not be required to render services of his/her regular
16 assignment on said day. The District may require verification of jury duty time
17 prior to or subsequent to providing jury duty compensation.
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ARTICLE 17: PARENTAL LEAVE

- 17.1 Eligible Unit employees shall be granted parental leave by the District for the purpose of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child.
- 17.2 Employees (mothers or fathers, whether natural, adoptive, or foster parents) are allowed to take up to twelve (12) work weeks of leave for purposes of bonding during any twelve (12) month consecutive period.
- 17.3. Under the California Family Rights Act (CFRA) regulations, an eligible employee is entitled to 12 workweeks of unpaid bonding leave to be utilized during the first year following the birth or placement of a child with the parent through foster care or adoption. AB 2393 specifies that parental leave and CFRA leave run concurrently.
- 17.4 To be eligible for parental leave under the Education Code, the Unit member needs to have been employed by the District for 12 months from his or her initial date of hire.
- 17.5 An eligible employee is entitled to use his or her sick leave balance for the purposes of a parental leave for up to 12 workweeks. If a unit member exhausts his or her available sick leave balance, and continues to be absent from his or her duties on account of a parental leave of absence, he or she is entitled to half pay for the remaining portion of the 12 workweeks. However, employee may request to his or her supervisor the usage of their accrued vacation or compensatory pay balances prior to going into half pay.
- 17.6 Parental leave must be taken in no less than two weeks increments, except that the District must grant a request for a leave of less than two weeks' duration on any two occasions and may grant additional requests for leave lasting less than two weeks. Any leave taken must be concluded within one year of the birth or placement of the child with the employee
Parental Unpaid leaves must be requested in writing to the immediate manager prior to the date the leave is proposed to commence except in emergency situations. A unit employee returning from an unpaid parental leave of absence of duration greater than thirty (30) calendar days shall notify the immediate manager of intent to return before the expiration of the leave.

ARTICLE 18: PERSONAL BUSINESS LEAVE

- 18.1 Unit employees may be granted an unpaid personal business leave of absence for a maximum of twelve (12) calendar months.
- 18.2 Unpaid personal business leaves must be requested in writing to the immediate manager a minimum of thirty (30) days prior to the date the leave is to commence (except in emergency situations), and include the period of leave requested and the general reason for such leave.
- 18.3 Unpaid personal business leave requests for five (5) workdays or less require approval by the immediate manager, and the appropriate vice president or President/ Superintendent. Unpaid personal business leave requests for more than five (5) workdays, but not to exceed a period of twelve (12) calendar months, require approval by the immediate manager, appropriate vice president and/or President/Superintendent, and the Board of Trustees.

ARTICLE 19: MILITARY LEAVE

Unit employees shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leaves in writing and, upon request, to supply the District with “orders” and following orders.

1 **ARTICLE 20: UNAUTHORIZED LEAVE**

2 20.1 Upon employment by the District, the unit employee agrees to render specified
3 services for an agreed-upon salary. Said services are to be provided by the
4 employee unless that employee is absent as authorized by State law or by
5 authorized leave provisions of this Agreement.

6 20.2 It is agreed that a unit employee who is absent from work other than for those
7 days so authorized is taking an unauthorized leave, which constitutes a breach of
8 the employment relationship.

9 20.2.1 A unit employee on an unauthorized leave will be notified in writing
10 by the District of the breach of the employment relationship.

11 20.2.2 The District will deduct an amount equivalent to the unit employee's
12 daily rate for all days absent on unauthorized leave, upon
13 notification of the employee.

14 20.2.3 A unit employee who is absent on unauthorized leave shall be
15 subject to appropriate disciplinary action including but not limited to
16 suspension, demotion, or termination.
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ARTICLE 21: BREAK-IN-SERVICE

21.1 Unit employees on a Board-approved paid leave provided by the provisions of Articles 12-16 shall not be considered to have a break-in-service for purposes of earning sick leave and vacation and shall be permitted to participate in the health and welfare benefits.

21.2 Unit employees returning from a paid leave shall be placed by the District in any position in the class in which the employee served prior to the leave. Employees returning from a Board-approved unpaid leave shall be placed by the District in the first vacancy occurring in the class in which the employee served prior to the leave. With mutual agreement of the employee and District, the employee returning from a Board-approved unpaid leave may be placed in a vacancy occurring in a lower class for which the employee is qualified pending a vacancy in the class in which the employee served prior to the leave.

ARTICLE 22: SAFETY CONDITIONS OF EMPLOYMENT

- 22.1 The District shall conform to and comply with all safety requirements imposed by State or Federal laws or regulations.
- 22.2 It is the responsibility of all unit employees to be alert in observing unsafe conditions, to make corrections within the scope of their authority, and to report un-remedied conditions in writing to their immediate manager and Safety Committee Member. Unit employees are expected to work in compliance with safety policies and practices.
- 22.3 Five (5) unit employees appointed by the Association shall serve on the District Safety Committee, which reviews and makes recommendations on safety conditions. The five (5) unit employees shall be allowed reasonable release time to serve on this committee.
- 22.4 No unit employee shall be discriminated against as a result of reporting any unsafe conditions.

ARTICLE 23: ORGANIZATIONAL SECURITY - PAYROLL DEDUCTION

23.1 CSEA has the exclusive right to have employee organization membership dues and service fees deducted by the District from the wages or salary of employees in the bargaining unit in accordance with the provisions of this Article.

23.1.1 CSEA may specify a change in the amount of the dues or service fees provided an authorized CSEA officer submits a written notice to the District for such an adjustment.

23.1.2 The District shall, without charge, transmit to CSEA the sums deducted under this Article.

23.2 All employee requests to begin dues deductions or cancel dues deductions, if received by the District, shall be referred to CSEA.

23.3 CSEA shall notify the District of the amount of dues deductions for each employee in the bargaining unit in writing by the second week of the fall and spring semester.

23.3.1 CSEA shall promptly and in good faith notify the District of all requests to begin or cancel dues deductions for all employees covered by the agreement, and shall notify the District of any changes to dues deductions within ten (10) working days of any such requests.

23.3.2 CSEA shall notify the District regarding the payroll deductions of any new employees within ten (10) business days of employee orientation.

23.4 CSEA shall maintain individual written authorizations for each employee in the bargaining unit regarding payroll deductions for CSEA dues. The District shall accept the information provided by CSEA regarding deductions, unless a dispute arises about the existence or terms of the employee's written authorization.

23.5 CSEA agrees to indemnify and financially hold harmless the District, its Governing Board, officers and administrators against any and all claims, demands, costs, lawsuits, actions, including attorney fees incurred in defending said persons or District, or any other form of liability or expense, including, but not limited to, all court administrative agency costs, expenses, fees, settlements and judgments that may arise out of or by reason of action taken by the District for the purpose of complying with the Article, including but not limited to employee dues deductions. The District shall promptly notify CSEA of any civil, administrative or other action taken against the District as a result of its compliance with this Article.

23.6 The District shall, upon written authorization of a unit employee, deduct and make appropriate remittance for insurance premiums, credit union payments, and other plans, subject to approval of Board of Trustees. The District shall make such remittances to the appropriate payee within fifteen (15) working days of the deductions.

1 **ARTICLE 24: ANNOUNCEMENT OF JOB OPENINGS**

2 24.1 With the exception of unit positions subject to current eligibility lists, the District
3 shall email the announcement of current classified job openings as they are
4 posted on the HR website to all classified employees via classified@cerritos.edu.
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ARTICLE 25: PROFESSIONAL GROWTH

25.1 Definition

Effective July 1, 2015 and for the duration of the agreement, the District shall provide funds in the amount of \$16,000 per fiscal year (July 1-June 30) for the purpose of educational reimbursement and/or pre-payment of allowable expenses for travel, lodging, registration fees, parking, and meals for appropriate conferences, seminars, workshops, institutes and conventions to result in professional growth for permanent unit employees. Tuition at a college or university is not an allowable pre-paid expense. Any unexpended funds at the close of the fiscal year shall remain in the Professional Growth account to augment the succeeding year's Professional Growth budget and verification of the amount of such funds will be provided to CSEA. Any required fees assessed employees by the District or costs associated with District initiated workshops and events shall not be charged to professional growth funds. The intent of this program is to provide permanent unit employees, in any of the following ways, the means to:

- a. gain new skills and broaden their opportunity for promotion as well as assist in the development of their skills and talents in relationship to their current job duties through coursework taken at an accredited community college, college or university, or adult education program.
- b. develop their skills and talents in relationship to their current job duties or within their job family through participation in conferences, seminars, workshops, institutes and conventions.
- c. pursue coursework toward a bachelor's, master's, or doctoral degree from an accredited college or university.

25.2 Pre-payment/Reimbursement

This program will enable unit employees to request and receive pre-payment for allowable expenses defined in 25.1 or be reimbursed for specific verified costs of tuition, fees, books, supplies, parking, meals, and other related expenses for Professional Growth activities which are approved by the Professional Growth Committee in accordance with the Professional Growth Program Guidelines and Procedures. Pre-payment/reimbursement of up to \$1,300 per person per fiscal year may be granted to each qualified employee who satisfactorily completes the approved training, submits required evidence of such completion and expenses. Reimbursement for credit classes which require the State-mandated tuition taken at Cerritos College shall not be counted against this \$1,300 limit. The employee must submit a request in advance of the completion of an activity and be approved by the Professional Growth Committee to receive funds. All requests from permanent unit employees shall be forwarded to the committee for consideration. Those employees obtaining Professional Growth Committee approval prior to beginning their training shall be considered for reimbursement before anyone applying for funds after their training program has begun. Reimbursement for late applications will be funded before any proration occurs. Failure to satisfactorily complete an activity by a unit employee may result in the employee being denied reimbursement or in the case of pre-paid expenses, being required to reimburse the Professional Growth fund.

1 25.2.1 If an employee has access to similar funds outside of Cerritos College (financial
2 aid, scholarships, military benefits, etc.) those funds must be used first and any
3 remaining unreimbursed expenses may be applied for through this process.
4 Violations of this provision shall subject the employee to repayment of
5 Professional Growth funds to the District.

6 25.3 Eligibility

7 All unit employees who work an average of twenty (20) hours or more per week and a
8 minimum of 195 working days between July 1 and June 30, including holidays,
9 sick leave, vacation and other paid leaves of absence, irrespective of the number
10 of hours worked per day, shall be eligible for the maximum District contribution of
11 \$1,300 on a pro rata basis. The proration shall be a function of the average
12 hours worked per week of twenty (20) or more as it relates to forty (40) hours per
13 week.

14 25.4 Professional Growth Committee

15 The Professional Growth Committee shall be composed of two (2) representatives
16 selected by CSEA and two (2) representatives selected by the District and shall
17 meet with the Vice President of Human Resources or designee, who shall act as
18 the non-voting chairperson. The chairperson shall cast a vote only in the event
19 of a "tie-vote."

20 It is the responsibility of the Committee to:

- 21 a. Review/revise the Professional Growth guidelines and procedures subject
22 to approval by CSEA and the President/Superintendent and/or the Board
23 of Trustees.
- 24 b. Meet on a monthly basis to approve/deny applications for Professional
25 Growth funds, review the current Professional Growth Program budget,
26 and review the Professional Growth Program Guidelines and Procedures
27 as necessary.
- 28 c. The Professional Growth Committee does not make determinations
29 concerning "release" time for Professional Growth activities. Each
30 classified employee must make arrangements with his/her immediate
31 manager concerning "release" time.

32 25.5 Unit Employees' Responsibility

33 It is the responsibility of the unit employee to apply for professional growth and
34 meet all guidelines and procedures as developed by the Professional Growth
35 Committee, and to satisfactorily complete the activity.
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1 **ARTICLE 26: UNPAID FAMILY AND MEDICAL LEAVE**

2 26.1 The District will grant unpaid family and medical leave to eligible bargaining unit
3 employees in accordance with the provisions of and regulations governing the
4 Federal Family and Medical Leave Act of 1993 (FMLA) (P.L. 103.3).

5 26.2 The District will grant up to 12 weeks of unpaid family and medical leave with
6 continuation of existing District-paid health and welfare benefits to eligible
7 bargaining unit employees for the birth, adoption, or foster care placement of a
8 child with the employee, or for care of the employee, employee's child, spouse,
9 or parent with a serious health condition as defined by the FMLA Rules and
10 Regulations. Except for disability leave on account of pregnancy, childbirth or
11 related medical conditions, family or medical leave under this article will run
12 concurrent with any paid leave for which the bargaining unit employee is
13 eligible including sick leave and accrued vacation. Employees are required to
14 provide thirty (30) days advance notice if the need for unpaid family leave is
15 foreseeable. Any family leave request will be processed in accordance with the
16 applicable provisions of State and Federal law.

17 26.3 The District shall post a copy of the United States Department of Labor Family
18 and Medical Leave Act Notice information as per WH Publication 1420 on all
19 approved District/CSEA designated bulletin boards. The District shall supply
20 current copies of the U.S. Department of Labor Family and Medical Leave Act
21 of 1993 for distribution as follows: Human Resources Office two (2) copies and
22 CSEA Executive Board three (3) copies.
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ARTICLE 27: PARKING PERMITS

During the period of this agreement, each unit employee may obtain one (1) complimentary parking permit as issued by the District for staff parking each semester.

1 **ARTICLE 28: TERM OF AGREEMENT**

2 This Agreement shall remain in full force and effect for the period July 1, 2018 through
3 June 30, 2021 and thereafter shall continue in effect year by year unless one of the
4 parties notifies the other in writing pursuant to the provisions of Article 2.4 of its request
5 to modify, amend or terminate this Agreement.
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12 **AGREEMENT SIGNATURE PAGE**

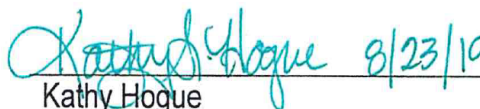
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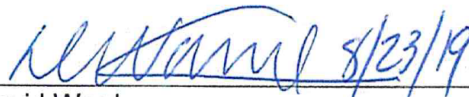
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19 Adriana Flores-Church, Ed.D.
20 Vice President of Human Resources/
21 Assistant Superintendent

California School Employees
Association and its Chapter #161



Kathy Hogue
CSEA President



David Ward
Lead Negotiator



Heng Lim
CSEA Labor Relations Representative

1 **ARTICLE 29: NEW EMPLOYEE ORIENTATION (AB119)**

2 29.1 Definition of a Newly Hired Employee: "Newly hired employee" or "new hire"
3 means any employee, whether full-time, or part-time, hired by the District into
4 the classified bargaining unit represented by CSEA who is still employed as of the
5 date of the new employee orientation. It also includes all employees who are
6 employed by the District (including those returning from a medical or layoff
7 rehire list) and whose current position has placed them in the bargaining unit
8 represented by CSEA. For those latter employees, for the purposes of this
9 agreement only, the "date of hire" is the date upon which the employee's
10 employee status changed such that the employee was placed in the CSEA unit.
11

12 29.2 EMPLOYEE INFORMATION

13 29.2.1. New Hire Contact Information: The District shall provide to CSEA, via a
14 mutually agreeable secure FTP site or service, the name and contact
15 information on the new hires. This information shall be provided to CSEA
16 regardless of whether the newly hired employee was previously employed
17 by the District.
18 The information will be provided electronically via a mutually agreeable
19 secure FTP format and shall include the following terms with each field in
20 its own column:

- 21 i. First Name;
- 22 ii. Middle Initial;
- 23 iii. Last Name;
- 24 iv. Suffix (e.g. "Jr." "III");
- 25 v. Job Title;
- 26 vi. Department;
- 27 vii. Primary worksite name;
- 28 viii. Work telephone number;
- 29 ix. Work Extension;
- 30 x. Home street address (incl. apartment #);
- 31 xi. City;
- 32 xii. State;
- 33 xiii. Zip Code (5 or 9 digits);
- 34 xiv. Home telephone number (10 digits);
- 35 xv. Personal Cellular Number (10 digits);
- 36 xvi. Personal email address of the employee;
- 37 xvii. Birth date;
- 38 xviii. Employee ID number;
- 39 xix. CalPERS eligibility/membership ("Y" if in CalPERS; "N" if not
40 in CalPERS);
- 41 xx. Hire Date;

42
43 29.2.2 The district shall provide the above information by the first pay period of
44 the month following all new employees hire date.
45

29.2.3 Update of Unit Member Contact Information: The District shall provide CSEA, the same information in the same format as Article 29.2.1 above for each bargaining unit member on the last working day of September, January, and May.

29.3 NEW EMPLOYEE ORIENTATION

29.3.1 Definition of New Employee Orientation: "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.

29.3.2 Access to New Employee Orientation: 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 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. Orientation sessions may include individual (on-on-one) or group new hire meetings with a Human Resources representative, a site administrator and/or group orientation sessions.

- i. Orientations: In the event the District conducts one-on-one or group orientations with new employees, CSEA shall have a minimum of thirty (30) minutes for one-on-one orientations and one (1) hour for a group orientation to conduct the orientation session. A CSEA Labor Relations Representative may attend the orientation sessions.
- ii. Orientation session shall be held at a location determined by the District during the workday of the new employee(s), who shall be on paid time.

29.3.3 New Hire Information Packet: During CSEA's portion of the orientation meeting, CSEA may include the CSEA membership application, and a link for an electronic application, in the new employee orientation packet. The District shall provide to a new employee the CSEA information packet upon the initial onboarding process.

29.4 Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

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APPENDIX A

Job Classifications

APPENDIX A

The bargaining unit employees covered by this agreement shall include classified employees (full-time, part-time and regular classified hourly) in the following classifications who are employed and paid on the basis of the bargaining unit salary schedule as provided in Appendix B:

Accounting/Payroll

Accounting Technician I
Accounting Technician II
Accounting Technician II - Athletics
Accounting Technician III
Accounting Technician IV
Budget Analyst
Budget Technician
Payroll Technician

Cafeteria

Banquet Chef
Dishwasher/Potwasher

Campus Police

Campus Police Officer
Sergeant, Campus Police

Clerical

Administrative Clerk I
Administrative Clerk II
Administrative Clerk III
Administrative Services Technician
Admissions and Records Analyst
Admissions and Records Assistant
Admissions and Records Technician I
Admissions and Records Technician II
Athletics Eligibility Specialist
Bursar
Campus Police Assistant
Career Center Technician
Cosmetology Assistant
Cosmetology Dispensary Clerk
Curriculum Assistant
Disabled Students Program Assistant
Disabled Students Program Specialist
Dispatcher-Campus Police
Emeritus Assistant
Facilities Scheduling Specialist
Financial Aid Accounting Technician I

Clerical (continued)

Financial Aid Accounting Technician II
Financial Aid Specialist
Financial Aid Systems Analyst
Financial Aid Technician
Game Room Assistant
Grants Development Specialist
Instructional Scheduling Specialist
International Admissions Specialist
International Admissions Technician
Inventory Control Clerk
Job Placement Technician
Library Technical Clerk
Library Technical Specialist
Mail Clerk/Switchboard Operator
Program Assistant
Program Assistant II
Program Facilitator
Records Evaluator
Reentry Resource Specialist
Senior Switchboard/Mailroom Operator
Staff Development Assistant
Student Activities Coordinator
Student Events Specialist
Student Employment Specialist
Testing Technician
Tutoring Center Specialist

EOPS/VEA

EOPS Assistant
EOPS Specialist

Facilities

Custodian
Equipment Mechanic
Floor Maintenance Custodian
Groundskeeper
HVAC Energy Specialist
Lead Custodian
Lead Groundskeeper

Facilities (continued)

Lock Systems Specialist
Maintenance Mechanic
Pool Maintenance Technician
Refuse Disposal Custodian
Skilled Maintenance-Carpenter
Skilled Maintenance-Electrician
Skilled Maintenance-Painter
Skilled Maintenance-Plumber

Health Services

Certified Medical Assistant
Registered Nurse – Clinic

Information Technology

Applications Analyst
Document Services Assistant
Document Services Technician
Information Security Analyst
Network Administrator
Senior Applications Analyst
Senior Computer Operator
Senior Electronic Systems Technician
Senior Network Administrator
Senior Technical Support Specialist
Technical Support Specialist
User Support Specialist

Instructional

Accompanist
Automotive Laboratory Technician
Career Technical Education Coordinator
Communication Services Coordinator
Educational Partnerships Coordinator
Educational Technology Trainer
Grants Developer
Health Occupational Skills Laboratory Coordinator
Instructional Laboratory Assistant
Instructional Laboratory Technician – Business Occ.
Instructional Laboratory Technician – Court Reporting
Instructional Laboratory Technician I
Instructional Laboratory Technician II – CAD/CAM/CIM
Instructional Laboratory Technician II – CAI
Instructional Laboratory Technician II – Culinary
Instructional Laboratory Technician II – Foreign Lang.
Instructional Laboratory Technician II – Music
Instructional Laboratory Technician II – Welding

Instructional (continued)

Instructional Laboratory Technician III – Biology
Instructional Laboratory Technician III – Chemistry
Instructional Laboratory Technician III – Cosmetology
Instructional Laboratory Technician III – Physics
Instructional Laboratory Technician III – Welding
Multimedia Assistant
Multimedia Production Specialist I
Multimedia Production Specialist II
Multimedia Technician
Research Analyst
Research Assistant

Physical Education/Athletics

Athletic Trainer
Locker and Equipment Specialist
Locker Room Attendant
Sports Information Publicist

Public Relations

Community Relations Coordinator
Graphic Designer
Media Relations Coordinator
School Relations Coordinator
Web Support Technician

Purchasing

Assistant Buyer
Buyer I
Buyer II
Lead Buyer
Lead Warehousing and Delivery
Warehousing and Delivery Assistant

Secretarial

Administrative Secretary I
Administrative Secretary II
College Foundation Secretary

Theatre

Performing Arts Promotion Specialist
Theatre Production Coordinator
Theatre Technical Design Specialist

Classified Compensation Classification Study Job Classification Titles and Grades

Effective July 1, 2014

Titles	Grade	Titles	Grade	Titles	Grade
Accompanist	26	Emeritus Assistant	28	Locker Room Attendant	23
Accounting Technician I	24	EOPS Assistant	30	Mail Clerk/Switchboard Operator	25
Accounting Technician II	30	EOPS Specialist	38	Maintenance Mechanic	34
Accounting Technician II - Athletics*	30	Equipment Mechanic	38	Media Relations Coordinator	43
Accounting Technician III	34	Facilities Scheduling Specialist	34	Multimedia Assistant	23
Accounting Technician IV	38	Financial Aid Accounting Technician I	26	Multimedia Production Specialist I	40
Administrative Clerk I	19	Financial Aid Accounting Technician II	32*	Multimedia Production Specialist II	45
Administrative Clerk II	24	Financial Aid Specialist	36	Multimedia Technician	38
Administrative Clerk III	27	Financial Aid Systems Analyst*	45	Network Administrator	49
Administrative Secretary I	30	Financial Aid Technician	32*	Payroll Technician	32
Administrative Secretary II	34	Floor Maintenance Custodian	25	Performing Arts Promotions Specialist	33
Administrative Services Technician	32	Game Room Assistant	19	Pool Maintenance Technician	29
Admissions and Records Analyst	34*	Grants Developer	52	Program Assistant	30
Admissions and Records Assistant	24	Grants Development Specialist	38	Program Assistant II*	32
Admissions and Records Technician I	28	Graphic Designer	36	Program Facilitator	38
Admissions and Records Technician II	32	Groundskeeper	25	Records Evaluator	34
Applications Analyst	45	Health Occupational Skills Lab Coordinator	48	Reentry Resource Specialist	32
Assistant Buyer	29	HVAC Energy Specialist	44	Refuse Disposal Custodian	20
Athletic Trainer	42	Information Security Analyst	50	Registered Nurse - Clinic	55
Athletics Eligibility Specialist	30*	Instructional Lab Assistant	19	Research Analyst	48
Automotive Lab Technician	32	Instructional Lab Technician I	26	Research Assistant	30
Banquet Chef	36	Instructional Lab Technician-Business Occupations	26	School Relations Coordinator	43
Budget Analyst	38	Instructional Lab Technician-Court Reporting	26	Senior Computer Operator	32
Budget Technician	34	Instructional Lab Technician II - CAD/CAM/CIM	32	Sergeant, Campus Police	47*
Bursar*	35	Instructional Lab Technician II - CAI	32	Skilled Maintenance-Carpenter	38
Buyer I	31	Instructional Lab Technician II - Culinary	32	Skilled Maintenance-Electrician	40
Buyer II	37	Instructional Lab Technician II - Foreign Languages	32	Skilled Maintenance-Painter	38
Campus Police Assistant	25	Instructional Lab Technician II - Music	32	Skilled Maintenance-Plumber	38
Campus Police Officer	43*	Instructional Lab Technician II - Welding	32	Sports Information Publicist	38
Career Center Technician	28	Instructional Lab Technician III -Biology	36	Sr Applications Analyst	52
Career Technical Education Coordinator	45	Instructional Lab Technician III -Chemistry	36	Sr Electronic Systems Technician	48
Certified Medical Assistant	27	Instructional Lab Technician III -Cosmetology	36	Sr Network Administrator	55
College Foundation Secretary	34	Instructional Lab Technician III -Physics	36	Sr Technical Support Specialist	48
Communication Services Coordinator	43	Instructional Lab Technician III -Welding*	36	Sr Switchboard/Mailroom Operator	28
Community Relations Coordinator	43	Instructional Scheduling Specialist	34	Staff Development Assistant	30
Cosmetology Assistant	11	International Admissions Specialist	32	Student Activities Coordinator	45
Cosmetology Dispensary Clerk	24	International Admissions Technician	28	Student Employment Specialist	32
Curriculum Assistant	34	Inventory Control Clerk	25	Student Events Specialist	31
Custodian	23	Job Placement Technician	27	Technical Support Specialist	38
Disabled Students Program Assistant	28	Lead Buyer	40	Testing Technician	27
Disabled Students Program Specialist	38*	Lead Custodian	28	Theater Technical Design Specialist	40
Dishwasher-Potwasher	10	Lead Groundskeeper	34	Theater Production Coordinator	44
Dispatcher - Campus Police	23	Lead, Warehousing and Delivery	34	Tutoring Center Specialist	32
Document Services Assistant	25	Library Technical Clerk	25	User Support Specialist	32
Document Services Technician	32	Library Technical Specialist	29	Warehousing and Delivery Assistant	25
Educational Partnership Coordinator	43	Lock Systems Specialist	38	Web Support Technician	33
Educational Technology Trainer	47	Locker and Equipment Specialist	26		

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APPENDIX B

Salary Schedule

Cerritos College
Classified Salary Schedule
 (Monthly Rates)
Effective July 1, 2018

						Longevity Increments					
						Long 1	Long 2	Long 3	Long 4	Long 5	Long 6
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1	2,176.92	2,190.53	2,285.82	2,390.53	2,494.19	2,618.90	2,749.85	2,887.34	3,031.71	3,183.29	3,342.46
2	2,176.92	2,239.75	2,341.32	2,443.93	2,548.64	2,676.07	2,809.88	2,950.37	3,097.89	3,252.78	3,415.42
3	2,192.63	2,286.87	2,393.67	2,496.29	2,608.33	2,738.74	2,875.68	3,019.46	3,170.44	3,328.96	3,495.41
4	2,244.98	2,343.41	2,444.98	2,551.78	2,665.92	2,799.21	2,939.17	3,086.13	3,240.44	3,402.46	3,572.58
5	2,286.87	2,393.67	2,496.29	2,608.33	2,721.41	2,857.48	3,000.36	3,150.38	3,307.89	3,473.29	3,646.95
6	2,343.41	2,444.98	2,551.78	2,665.92	2,786.33	2,925.65	3,071.93	3,225.53	3,386.81	3,556.15	3,733.95
7	2,393.67	2,496.29	2,608.33	2,721.41	2,849.16	2,991.62	3,141.20	3,298.26	3,463.17	3,636.33	3,818.15
8	2,446.03	2,554.92	2,666.96	2,787.38	2,910.94	3,056.48	3,209.31	3,369.77	3,538.26	3,715.18	3,900.94
9	2,497.33	2,611.47	2,732.93	2,850.21	2,981.09	3,130.15	3,286.66	3,450.99	3,623.54	3,804.71	3,994.95
10	2,555.97	2,669.06	2,788.43	2,917.22	3,048.11	3,200.51	3,360.54	3,528.57	3,704.99	3,890.24	4,084.76
11	2,612.51	2,733.98	2,851.25	2,984.24	3,114.08	3,269.78	3,433.27	3,604.93	3,785.18	3,974.44	4,173.16
12	2,669.06	2,788.43	2,917.22	3,048.11	3,181.09	3,340.14	3,507.15	3,682.51	3,866.63	4,059.97	4,262.96
13	2,733.98	2,851.25	2,984.24	3,113.03	3,263.81	3,427.00	3,598.35	3,778.27	3,967.18	4,165.54	4,373.82
14	2,788.43	2,917.22	3,048.11	3,181.09	3,328.73	3,495.17	3,669.93	3,853.42	4,046.09	4,248.40	4,460.82
15	2,851.25	2,984.24	3,113.03	3,263.81	3,403.08	3,573.23	3,751.89	3,939.48	4,136.46	4,343.28	4,560.45
16	2,918.27	3,049.16	3,183.18	3,335.01	3,482.65	3,656.79	3,839.63	4,031.61	4,233.19	4,444.85	4,667.09
17	2,985.28	3,116.17	3,264.86	3,404.12	3,563.28	3,741.45	3,928.52	4,124.94	4,331.19	4,547.75	4,775.14
18	3,051.25	3,185.28	3,337.11	3,488.94	3,653.33	3,836.00	4,027.80	4,229.19	4,440.65	4,662.68	4,895.81
19	3,121.41	3,266.95	3,413.55	3,571.66	3,735.01	3,921.76	4,117.84	4,323.74	4,539.92	4,766.92	5,005.26
20	3,194.70	3,339.20	3,489.98	3,654.38	3,818.77	4,009.71	4,210.20	4,420.71	4,641.74	4,873.83	5,117.52
21	3,266.95	3,413.55	3,571.66	3,735.01	3,911.97	4,107.56	4,312.94	4,528.59	4,755.02	4,992.77	5,242.41
22	3,339.20	3,489.98	3,654.38	3,818.77	3,995.73	4,195.52	4,405.30	4,625.56	4,856.84	5,099.68	5,354.67
23	3,415.64	3,574.80	3,736.05	3,913.01	4,094.16	4,298.87	4,513.81	4,739.50	4,976.48	5,225.30	5,486.57
24	3,496.27	3,655.43	3,821.92	3,998.87	4,189.45	4,398.92	4,618.87	4,849.81	5,092.30	5,346.91	5,614.26
25	3,575.85	3,737.10	3,914.06	4,096.26	4,288.92	4,503.37	4,728.54	4,964.96	5,213.21	5,473.87	5,747.57
26	3,659.61	3,832.39	4,005.16	4,191.54	4,389.44	4,608.92	4,839.36	5,081.33	5,335.40	5,602.17	5,882.27
27	3,749.67	3,920.34	4,097.30	4,291.02	4,492.06	4,716.66	4,952.50	5,200.12	5,460.13	5,733.13	6,019.79
28	3,832.39	4,005.16	4,191.54	4,389.44	4,594.67	4,824.41	5,065.63	5,318.91	5,584.86	5,864.10	6,157.30
29	3,921.39	4,106.73	4,293.11	4,493.11	4,703.57	4,938.75	5,185.69	5,444.97	5,717.22	6,003.08	6,303.24

						Longevity Increments					
						Long 1	Long 2	Long 3	Long 4	Long 5	Long 6
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
30	4,006.20	4,194.68	4,391.54	4,594.67	4,811.42	5,052.00	5,304.60	5,569.83	5,848.32	6,140.73	6,447.77
31	4,106.73	4,293.11	4,493.11	4,703.57	4,926.61	5,172.94	5,431.58	5,703.16	5,988.32	6,287.74	6,602.12
32	4,198.87	4,395.73	4,599.91	4,820.85	5,045.97	5,298.27	5,563.19	5,841.35	6,133.41	6,440.08	6,762.09
33	4,298.35	4,495.20	4,710.90	4,929.75	5,168.49	5,426.91	5,698.26	5,983.17	6,282.33	6,596.44	6,926.27
34	4,400.96	4,604.10	4,822.94	5,047.02	5,288.90	5,553.35	5,831.01	6,122.57	6,428.69	6,750.13	7,087.63
35	4,496.25	4,713.00	4,934.98	5,168.49	5,409.32	5,679.78	5,963.77	6,261.96	6,575.06	6,903.81	7,249.00
36	4,604.10	4,822.94	5,047.02	5,288.90	5,537.06	5,813.92	6,104.61	6,409.84	6,730.34	7,066.85	7,420.20
37	4,713.00	4,934.98	5,168.49	5,409.32	5,672.14	5,955.75	6,253.54	6,566.21	6,894.52	7,239.25	7,601.21
38	4,825.04	5,052.26	5,289.95	5,541.25	5,803.03	6,093.18	6,397.84	6,717.73	7,053.62	7,406.30	7,776.61
39	4,938.12	5,171.63	5,411.41	5,674.23	5,939.15	6,236.11	6,547.91	6,875.31	7,219.08	7,580.03	7,959.03
40	5,056.45	5,291.00	5,543.35	5,806.17	6,080.51	6,384.54	6,703.76	7,038.95	7,390.90	7,760.44	8,148.46
41	5,173.72	5,419.79	5,675.28	5,948.58	6,227.10	6,538.46	6,865.38	7,208.65	7,569.08	7,947.54	8,344.91
42	5,294.14	5,553.82	5,808.26	6,087.84	6,378.93	6,697.88	7,032.77	7,384.41	7,753.63	8,141.31	8,548.38
43	5,421.88	5,676.33	5,951.72	6,229.20	6,537.05	6,863.90	7,207.09	7,567.45	7,945.82	8,343.11	8,760.27
44	5,554.87	5,819.78	6,092.03	6,384.17	6,684.69	7,018.92	7,369.87	7,738.36	8,125.28	8,531.54	8,958.12
45	5,679.47	5,953.81	6,232.34	6,538.09	6,851.18	7,193.73	7,553.42	7,931.09	8,327.65	8,744.03	9,181.23
46	5,820.83	6,095.17	6,386.26	6,687.83	7,013.48	7,364.15	7,732.36	8,118.97	8,524.92	8,951.17	9,398.73
47	5,954.86	6,238.62	6,542.28	6,852.22	7,179.96	7,538.96	7,915.91	8,311.71	8,727.29	9,163.66	9,621.84
48	6,095.17	6,386.26	6,687.83	7,013.48	7,348.55	7,715.98	8,101.77	8,506.86	8,932.21	9,378.82	9,847.76
49	6,239.67	6,543.33	6,853.27	7,184.15	7,525.51	7,901.78	8,296.87	8,711.72	9,147.30	9,604.67	10,084.90
50	6,389.40	6,700.39	7,020.81	7,355.88	7,702.47	8,087.59	8,491.97	8,916.57	9,362.40	9,830.52	10,322.04
51	6,544.38	6,857.46	7,187.29	7,527.60	7,891.99	8,286.59	8,700.92	9,135.97	9,592.77	10,072.40	10,576.03
52	6,701.44	7,021.85	7,361.11	7,708.75	8,077.33	8,481.20	8,905.26	9,350.52	9,818.04	10,308.95	10,824.39
53	6,862.69	7,191.48	7,531.79	7,897.23	8,275.23	8,688.99	9,123.44	9,579.61	10,058.60	10,561.53	11,089.60
54	7,027.09	7,369.49	7,715.03	8,086.75	8,475.23	8,898.99	9,343.94	9,811.14	10,301.69	10,816.78	11,357.62
55	7,192.53	7,532.84	7,904.56	8,280.47	8,680.46	9,114.48	9,570.21	10,048.72	10,551.15	11,078.71	11,632.65

Hourly Rate is calculated by dividing the monthly rate by 173.33 and then rounding to the nearest hundredth.

Examples: \$3,749.67 / 173.33 = 21.633, then rounding to the nearest hundredth = \$21.63

\$5,409.32 / 173.33 = 31.208, then rounding to the nearest hundredth = \$31.21

Board Approved: 9/18/19

APPENDIX C

Changes in Salary Provisions for Hourly Unit Employees

APPENDIX C

Changes in Salary Provisions for Hourly Unit Employees

CSEA and the District agree that with the revisions to Articles 5.2, 5.3, and 5.4 of the Collective Bargaining Agreement effective July 1, 1998, the following changes in salary provisions for hourly unit employees shall be implemented and included as Appendix C to the Bargaining Agreement:

1. Abolish the existing Regular Classified Hourly Salary Schedule as contained in Appendix B of the Collective Bargaining Agreement effective July 1, 1998.
2. Effective July 1, 1998, place the job classifications from the abolished Regular Classified Hourly Salary Schedule on the Classified Salary Schedule Basic Plan in Appendix B at salary range placements for such classifications as follows:

JOB CLASSIFICATION	SALARY RANGE PLACEMENT
Aide – General (Clerical)	3
Aide – General (Laboratory)	3
Aide – General (Traffic Control Officer)	3
Aide – Special (Accompanist)	25
Aide – Special (Lead Traffic Control Officer)	13
Aide – Special (Learning Resource Center)	19
Aide – Special (Micro Technician)	3
Aide – Special (Physical Fitness Laboratory)	23
Aide – Special (Physics Laboratory)	23
Cafeteria Workers	
Banquet Chef	36
Cashier – Cafeteria Worker	12
Cook – Cafeteria	19
Dishwasher – Potwasher	8
Fry Cook	12
Head Cashier	16
Porter	5
Window Cashier, Cafeteria	3
Enterprise Workers	
Enterprise Worker/Stock Clerk	2
Snack Bar Worker/Cashier	1
Music Library Assistant	35
Publicity Aide	21

3. Effective July 1, 1998, incumbent unit employees shall be placed on the appropriate range for their job classification as specified in Item #2 above, and on the appropriate column of the Classified Salary Schedule Basic

Plan commensurate with the employee's column placement in effect as of July 1, 1998 (not to exceed Column C of the schedule).

4. Effective July 1, 1999, all incumbent hourly unit employees shall be eligible for advancement to the next column on the salary schedule in accordance with the paid service requirements as specified in Article 5.3.2. Such employees shall be eligible for advancement to the next available column on the salary schedule on an annual basis effective each subsequent July 1, thereafter, until reaching the maximum column (Column E) in accordance with the paid service requirements as specified in Article 5.3.2.
5. Incumbent hourly unit employees who are regularly assigned to work forty (40) hours per week shall continue to be paid on an hourly rate basis through the end of their work assignments during the 1998-99 fiscal year. These employees shall be converted to full-time employees on a monthly salary basis effective at the beginning of the employee's work assignment in the 1999-2000 fiscal year. Such employees shall be eligible for advancement across the columns on the salary schedule in accordance with the provisions as specified in Item #4 above.
6. CSEA agrees that application of the provisions of Articles 5.3 and 5.4 of the Collective Bargaining Agreement prior to July 1, 1998, shall not be the subject of a grievance.

APPENDIX D

MOU –Use of Ewing Point Factor System for Classified Job Descriptions

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CERRITOS COMMUNITY COLLEGE DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER #161
June 18, 2014**

Use of Ewing Point Factor System for Classified Job Descriptions

The parties to this MOU understand and agree to the following:

The District and CSEA agree to have Ewing Consulting Services apply the Ewing Point Factor System to all the current job descriptions in the classified bargaining unit as they were agreed upon in the Tentative Agreement signed by CSEA and District on June 7, 2012. The purpose of this evaluation is to establish a baseline point factor for each job description that can be used for future evaluation of job descriptions.

The District and CSEA agree to use the Ewing Factor System for five years to conduct the classified reclassification procedures outlined in Article 5.13.1.

The District and CSEA will meet and negotiate the implementation of the previously mentioned application of the Ewing Point Factor System.

For the District:

M Gularte 6-18-14

Mary Anne Gularte, Ed.D.
Vice President, Human Resources
/Assistant Superintendent

*For the California School Employees
Association Chapter #161:*

S. Lynn Laughon 6-18-14

Ms. Lynn Laughon
President

rdward 6/18/14

Mr. Dave Ward
Chief Negotiator

APPENDIX E

TA – Classification and Compensation Study Implementation and Related Topics


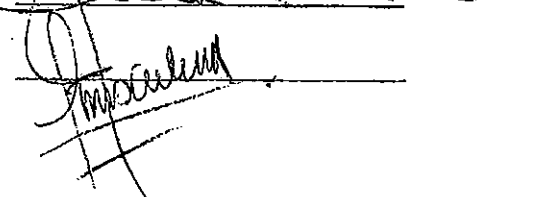
**TENTATIVE AGREEMENT
CLASSIFICATION AND COMPENSATION STUDY
IMPLEMENTATION AND RELATED TOPICS
June 7, 2012**

It is hereby mutually agreed as follows to implement the classification and compensation study and related topics:

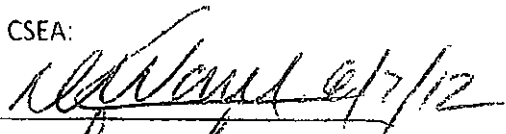
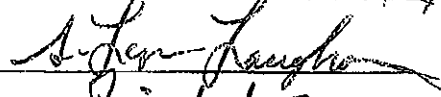

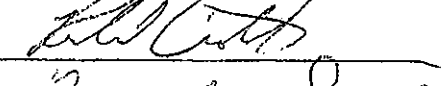
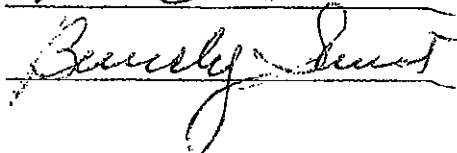
1. Bargaining unit members employed in a classification that is recommended to be placed at a lower Salary Grade than currently allocated will be "Y" rated at their current Salary Grade and Step of the current Classified Salary Schedule.
 - 1.1 The affected employee(s) will be placed on the Classified Salary Schedule only when either (1) the total COLA increases provided to the bargaining unit are sufficient for the employee(s) to be placed on a Step of the classification's assigned salary Grade; or, (2) when the affected employee's anniversary date increment will allow placement on a Step of the classification's assigned salary Grade.
 - 1.2 The District will provide the appropriate longevity increment as defined by this Collective Bargaining Agreement to affected employee(s).
2. Using the current negotiated Classified Salary Schedule (effective July 1, 2007—Appendix B in the current CSEA Collective Bargaining Agreement), the District will add one percent (1%) to that Salary Schedule effective July 1, 2012;
 - 2.1 Retroactive pay will be processed in September, 2012, assuming CSEA and the District ratification occurs by July 18, 2012.
 - 2.2 Bargaining unit members employed in a classification that is recommended to be placed at the same salary Grade as currently allocated will remain at the same Grade and Step of the Classified Salary Schedule.
 - 2.3 Bargaining unit members employed in a classification that is recommended to be placed at a higher salary Grade than currently allocated will be placed on the higher salary Grade at a Step that is closest to the salary rate of their current Step—either equal to or greater.
 - 2.4 Bargaining unit employees that are advancing on the Classified Salary Schedule by three or more Salary Grades will be placed according to the preceding with an additional one Step.
 - 2.5 Implementation of the classification and compensation study according to the preceding will be effective on July 1, 2012.

- 2.6 Bargaining unit members shall become eligible to receive Step advancement on or after July 1, 2012 based upon Article 5.3 of the current collective bargaining agreement.
3. The District shall implement, effective July 1, 2012, the Jacobsen-Betts classified class specifications/job descriptions with updates to the classifications of Maintenance journeyman descriptions previously agreed by the parties and the Athletic Trainer description.
 4. Implementation according to this Agreement is contingent upon current level of Cerritos College funding established by the Governor's May 2012 Revise budget. If the current level of funding is reduced prior to July 18, 2012, or date of ratification by the Board of Trustees, the parties will renegotiate the implementation date of July 1, 2012.
 5. The Reclassification Procedures attached and mutually agreed to by the parties on December 22, 2011 will become part of this Agreement.
 6. The parties agree to the application of seniority for bargaining unit members in their current and former classifications, as identified on Attachment A. It is mutually agreed that the classification identified by this Attachment identifies the prior classification(s) in event of layoff.
 7. This proposal concludes all negotiations regarding these matters and the parties agree to waive any further negotiations on these matters.
 8. Tentative Agreement includes Attachment "A" Proposed Placement of Current and Former Positions, Classification Procedures and Recommendations, December 22, 2011, 1-page list of Promotion/Changes/Out-of-Class.

FOR THE DISTRICT:

FOR CSEA:

APPENDIX F

MOU - Security Cameras and Use of Recordings

CERRITOS COMMUNITY COLLEGE DISTRICT

MEMORANDUM OF UNDERSTANDING BETWEEN THE CERRITOS COMMUNITY COLLEGE DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER #161

Security Cameras and Use of Recordings

June 18, 2014

The Cerritos Community College District strives to provide our students and staff a safe and secure environment.

The District and CSEA Chapter 161 met and negotiated over the effect of the use of recording equipment on District property and reached the following understandings:

1. The District has and will install recording equipment for the purpose of ensuring safety, and deterring and recording criminal activity.
2. When there is a suspected incident of criminal activity, the recordings will be reviewed initially by the Cerritos College Campus Police. The sole purpose of viewing these recordings is to determine the source of/or preventing criminal activity. Specifically, the recordings will be viewed from the date on which there is a reasonable suspicion of alleged criminal activity; retroactive to the date the action reasonably may have occurred (usually the period of review is not more than 72 hours).
3. The District shall provide CSEA, at least annually, with a listing of the number and location of known recording equipment to be used. An initial list of equipment will be provided by June 30, 2014. The list will be updated in good faith as the information becomes available.
4. When the District has installed recording equipment, signs will be posted to notify students, employees, and visitors that recordings may occur at the District.
5. No recording equipment will be installed where there is a reasonable expectation of privacy, in accordance with applicable law, such as bathrooms or locker rooms.
6. The District will not use recording(s) to determine promotions and transfers, to discipline CSEA bargaining unit employees, and/or evaluate employee work performance, except in the sole circumstances when the recordings reviewed prove that the employee engaged in an act of criminal activity.

MOU Security Cameras and Use of Recordings
June 18, 2014

For the District:

M. Gularte 6-18-14

Mary Anne Gularte, Ed.D.
Vice President, Human Resources
/Assistant Superintendent

*For the California School Employees
Association Chapter #161:*

L. Lynn Laughon 6-18-14

Ms. Lynn Laughon
President

Timothy W. Kyllingsstad 6-18-14
Mr. Timothy W. Kyllingsstad
Member, CSEA Negotiation Team