



**Chaffey Community College
California School Employees Association
Chapter 431**

**2020-2023
AGREEMENT**



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PREAMBLE

This Agreement recognizes and affirms the high quality of professional service and contributions made by classified bargaining unit employees. The purpose of this Agreement is to promote employer-employee relations, provide an equitable procedure for the resolution of grievances, and establish rates of pay and other terms and conditions of employment within the scope of representation of Government Code, Section 3543.2.

This Agreement is made and entered into this 25th day of February 2021 by and between, Chaffey Community College District, hereinafter referred to as the District, and the California School Employees Association and its Chapter 431, hereinafter referred to as CSEA.

DEFINITIONS

Article 1

- **ADVISORY ARBITRATION:** When an arbitrator makes a recommendation to the District concerning issues in dispute.
- **ANNIVERSARY DATE:** The first day in paid status as a bargaining unit member.
- **APPEAL:** The process to review decisions.
- **ARBITRATOR:** In the grievance process, an impartial person chosen by both parties to solve a dispute.
- **BARGAINING UNIT EMPLOYEE:** All probationary and regular classified employees who are not confidential or management.
- **BARGAINING UNIT SENIORITY:** Bargaining unit seniority is established by hours in regular paid status in a class or classes included in the bargaining unit and shall not include overtime.
- **CLASS:** Any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- **CLASSIFICATION:** The act of placing a position in a class and shall be interpreted to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed by the employees in each such position, and the regular monthly salary range for each such position.
- **DISCIPLINARY ACTION:** Includes any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence including dismissal, suspension, or demotion without his/her voluntary consent, except a layoff for lack of work or lack of funds. (California Education Code, Section 88001).
- **EVALUATIONS**
 - Permanent employee evaluations: Evaluations of employees who have successfully completed the probationary period. Evaluations are conducted biennially (every two years) during the month of the employee's anniversary date.
 - Probationary employee evaluations: Evaluations of probationary employees which are conducted at four month, eight month and twelve month intervals during the probationary period. A permanent employee promoted or appointed to another classification may be evaluated at the four (4) month interval.
 - Re-Evaluations: Evaluations of employees who are on a written improvement plan. Re-evaluations are conducted in accordance with the timelines established within the written improvement plan pursuant to Article 7.
 - Special evaluations: Evaluations of employees' exemplary, needs improvement, or unsatisfactory performance. Special evaluations are conducted at times other than those identified above. Examples of when special evaluations may be conducted include, but are not limited to: sudden change in work performance/conduct, or temporary reassignments.
- **FISCAL YEAR:** July 1 through June 30.
- **GRIEVANCE:** An allegation by an employee or the Association (CSEA) that a specific article or section of this Agreement has been violated.
- **GRIEVANT:** An employee or the Association (CSEA) filing the grievance.
- **HEALTH AND WELFARE BENEFITS:** Those which are included in Government Code, Section 53200 and the California Education Code, Sections 88035 and 88036.
- **IMMEDIATE SUPERVISOR:** Any person appointed to a position that includes first-level supervisory responsibilities who is not a classified bargaining unit member, confidential, or faculty bargaining unit member

- **INCONSISTENT DUTIES:** Duties that are not fixed, prescribed, and/or reasonably related to the position description.
- **INCUMBENT:** An employee assigned to a position and who is currently in paid work status or on official leave or disability.
- **INDUSTRIAL ACCIDENT OR INDUSTRIAL ILLNESS:** An injury or illness resulting solely from employment with the District.
- **LENGTH OF SERVICE:** All hours in paid status.
- **MINIMUM QUALIFICATIONS:** Qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.
- **NEEDS IMPROVEMENT:** This rating indicates that the performance of the evaluatee is deficient and needs definite strengthening. This rating shall designate specific areas to be improved and delineate how improvement may be accomplished. Should sufficient improvement not be shown during subsequent regular evaluations, the evaluatee's rating will be considered unsatisfactory.
- **PART-TIME EMPLOYEE:** A regular classified employee contracted to work less than .50 FTE.
- **PERMANENT EMPLOYEE:** A regular classified employee who has successfully completed an initial probationary period (California Education Code, Section 88001).
- **PROBATIONARY EMPLOYEE:** An employee who may become permanent upon satisfactory completion of the prescribed probationary period.
- **PROBATIONARY PERIOD:** Except for leaves of absence from work, and as otherwise may be provided by law, the standard probationary period for bargaining unit employees is exactly twelve (12) months commencing with the first day of employment in paid status. A permanent employee promoted or appointed to another classification shall serve a six (6) month probationary period.
- **PROFESSIONAL EXPERT:** As defined by California Education Code Section 88003.
- **RECLASSIFICATION:** The upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position (California Education Code, Section 88001(f)).
- **REGULAR EMPLOYEE:** A classified employee who has probationary or permanent status.
- **ROTATING SHIFT:** Rotation of eight (8) hour shifts within a twenty-four (24) hour period.
- **SAFETY CONDITIONS OF EMPLOYMENT:** Any work-related condition affecting the health and safety of the employees.
- **SALARY RATE:** A specific amount of money paid for a specific period of service.
- **SALARY SCHEDULE:** Currently a series of salary steps and ranges comprising the rates of pay for all classes.
- **SALARY STEP:** One of the salary levels within the range or rates for a class.
- **SATISFACTORY:** This rating indicates that the performance of the evaluatee is average to excellent.
- **SHIFT DIFFERENTIAL:** An adjustment to the bargaining unit member's salary based on work shift assignment.
- **SHORT-TERM EMPLOYEE:** As defined by the California Education Code, Section 88003.
- **SPLIT SHIFT:** A shift or work period divided into two parts by an interval longer than that of the usual lunch (rest) period.
- **SUBSTITUTE:** One who fills a vacancy for a permanent employee for a designated length of time (see the California Education Code, Section 88003).
- **UNIFORMS:** Specific clothing or safety attire required by the District.
- **UNSATISFACTORY:** This rating indicates that the performance of the evaluatee is below minimum standards.
- **VACANCY:** Any governing board approved classified bargaining unit position that is not currently filled.
- **WORKING HOURS:** All hours in paid status.
- **WORKDAY:** The regular number of hours assigned by the District to a bargaining unit member.
- **WORK SHIFT:** Hours worked within a twenty-four (24) hour period.

NON-DISCRIMINATION

Article 2

2.1 STAFF DIVERSITY: CSEA recognizes that the District is committed to building a community in which opportunity is equalized and to achieving diversity that approximates the expected representation of the workforce. CSEA and the District affirm that active promotion of a diverse environment has pragmatic, legal, and ethical benefits.

2.2 NON-DISCRIMINATION: The District and the Association agree to adhere to a policy of non-discrimination and to comply with all Federal and State laws, regulations, and mandates. To that end, no employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her protected status as defined in the District's Non-Discrimination policy.

Discrimination complaints are not subject to the grievance procedure and shall be covered by the District Discrimination Policy and Procedures.

2.3 HARASSMENT PROHIBITED: The District and CSEA agree to prohibit any person in the work or educational setting from harassing any other person because of his/her protected status as defined in the District's Prohibition of Harassment Policy.

2.4 DISCRIMINATION BASED ON CSEA ACTIVITY PROHIBITED: The District shall not interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercising of rights provided for and outlined in this Agreement.

RECOGNITION

Article 3

- 3.1 ACKNOWLEDGMENT.** The District hereby acknowledges that CSEA is the exclusive bargaining representative of the District's classified employees excluding confidential and management personnel pursuant to the Educational Employment Relations Act (EERA). All short-term employees who have worked for the District in excess of the time specified in the California Education Code, Section 88003 are hereby recognized by the District as members of this bargaining unit with all rights and benefits accorded in the same means and manner as regular bargaining unit members.
- 3.2 SCOPE OF REPRESENTATION.** The scope of representation as set forth in the EERA (Government Code, Section 3540 – 3549.3) including, but not limited to, the following:
1. wages
 2. hours of employment
 3. health and welfare benefits as defined by Government Code, Section 53200
 4. leave policies
 5. transfer policies
 6. safety conditions of employment
 7. evaluation procedures
 8. organization security personnel pursuant to Government Code, Section 3546
 9. procedure for processing grievances pursuant to Government Code, Sections 3548.5, 3548.6, 3548.7, and 3548.8
 10. negotiate with CSEA, when required by law, prior to lawfully contracting out or transferring out bargaining unit work.
- 3.3 JOB DESCRIPTIONS.** All classified bargaining unit job descriptions shall be provided upon request.

3.3 CURRENT LIST OF BARGAINING UNIT POSITIONS.

Accompanist/Music Program Technician	Educational Program Assistant	Photography Specialist
Accountant	Educational Services Generalist	Plant Maintenance Mechanic
Accounting Specialist	Educational Services Specialist	Pool Maintenance/Equipment Attendant
Accounting Technician	Energy Management Systems Technician	Printing Generalist
Administrative Assistant I	Facilities Specialist/Buyer	Program Assistant
Administrative Assistant II	Facility Maintenance Attendant	Programmer Analyst
Admissions/Records Coordinator	Financial Aid Advisor	Public Information Clerk
Alternate Media Technical Specialist	Financial Aid Coordinator	Public Information Specialist
Assistant Curator	Financial Aid Specialist	Purchasing/Warehouse Assistant
Athletic Eligibility Specialist	Foundation Coordinator	Research Analyst
Bookstore Accounting Assistant	Foundation Scholarship Specialist	Research and Policy Specialist
Bookstore Associate	General Maintenance Mechanic	Research Specialist
Bookstore Buyer	Grant Generalist	Science Lab Technical Specialist
Bookstore Coordinator	Graphic Artist	Senior Research Analyst
Bookstore Merchandise Buyer	Grounds Maintenance Attendant	Software Application Support Specialist
Bookstore Specialist	Help Desk Coordinator	Stage Technician
Broadcast and Cinema Specialist	Instructional Assistant I	Student Career Specialist
Buyer	Instructional Assistant II	Student Life Coordinator
Campus Police Officer	Instructional Assistant III	Student Success Specialist
Campus Store Assistant Buyer	Instructional Assistant IV	Studio Arts Technician/Museum Preparator
Cashier's Office Coordinator	Instructional Computer Lab Coordinator	Success Center Specialist
Catalog/Schedule Coordinator	International Student Services Coordinator	System Administrator
Clinical Health Assistant	Library Clerk I	Systems Specialist
Community Relations Specialist	Library Clerk II	Technical Specialist, Visual & Performing Arts
Computing Services Specialist	Library Technician I	Technical Support Specialist
Costume Technician	Library Technician II	Technical Support Specialist II
Counseling Office Coordinator	Marketing Support Specialist	Theatre Coordinator
Curriculum Specialist	Network Server Administrator	Transcript Evaluator
Data and Records Assistant	Network Technology Analyst	Upward Bound Advisor
Data Center Administrator	Network Technology Technician	User Training & Support Specialist
Delivery Driver	Nutrition Specialist	Warehouse/Distribution Assistant
Digital Media Lab Specialist	Outreach Specialist	Warehouse Specialist
Distance Education Support Assistant	P.E./Athletic Equipment Attendant	Web Developer
Distance Education Support Specialist	Payroll Technician	Workforce Development Generalist
DPS Support Generalist	Performing Arts/Box Office Technician	Workforce Research Analyst

All other positions agreed to by the District and CSEA

MANAGEMENT RIGHTS

Article 4

4.1 POWERS AND AUTHORITY. It is understood and agreed that the District retains all its powers and authority to direct, manage, and control to the full extent of the law. Including, but not limited to, those duties and powers are the rights to:

1. determine its organization
2. direct work of its employees
3. determine the times and hours of operation
4. determine the level, means, and kinds of services to be provided
5. establish its educational policies, goals, and objectives
6. ensure the rights and educational opportunities of students
7. determine staffing patterns
8. determine the number and kinds of personnel required
9. negotiate with CSEA, when required by law, prior to:
 - lawfully contracting out bargaining unit work
 - lawfully transferring out bargaining unit work
10. maintain the efficiency of District operations
11. determine the curriculum
12. build, move, or modify facilities
13. establish budget procedures and determine budgetary allocations
14. determine the methods of raising revenue
15. hire, classify, assign, evaluate, promote, terminate, and discipline employees
16. take action on any matter in the event of an emergency*

4.2 LIMITATIONS. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms are in conformance with the law.

*Emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action which affects district facilities or equipment or otherwise involves an act of God or specific governmental order requiring the District to take certain action or refrain from taking certain action.

ORGANIZATIONAL SECURITY

Article 5

- 5.1 EXCLUSIVE REPRESENTATIVE.** CSEA is the exclusive representative for classified employees employed by Chaffey Community College District. CSEA negotiates for improvements to wages, hours, and terms and conditions of employment, for its bargaining unit members, including, but not limited to, grievances and disciplinary matters.
- 5.2 PAYROLL DEDUCTIONS.** CSEA shall have the sole and exclusive right to have payroll deductions, including but not limited to initiation fees, periodic dues, and general assessments, from the pay of employees in the bargaining unit by the District. Upon email notification by CSEA that a bargaining unit member has joined CSEA, the District shall commence the following: deduct the amount of Association dues, in accordance with the CSEA dues schedule, from the wages or salary of bargaining unit members, and pay such dues to CSEA.
- 5.2.1** The District shall make payroll deductions from the pay of employees in the bargaining unit relative to meeting the requirements of this Article and in accordance with the requirements of CSEA and subject to the limitations of the law. The District shall rely upon written email notification from CSEA prior to processing any dues revocation request.
- 5.3 HOLD HARMLESS CLAUSE.** CSEA agrees to save, defend, indemnify, and hold harmless the employer for any loss or threat of loss whatsoever, or damages or expenses in any form arising from the operation of this Article.
- 5.4 QUESTIONS REGARDING CSEA MEMBERSHIP.** An employee in the bargaining unit who has a question about CSEA membership shall be instructed to contact CSEA.
- 5.5 SEPARATION FROM UNIT.** The provision of Section 5.2 shall not apply during periods when an employee is in an out-of-pay status for more than thirty (30) calendar days. If an employee is subsequently compensated for time originally or previously identified as out-of-pay status, the employee's appropriate and regular representational dues or fees for this time shall be deducted and paid to CSEA.
- 5.6 CHANGES IN DUES.** Any changes in CSEA's base dues percentages or amounts will be submitted to the District, in writing, thirty (30) calendar days prior to the effective dates of such changes. CSEA shall also send the District a copy of the notification of the increase that has been sent to all bargaining unit employees.
- 5.7 ANNUAL FEE.** Any employee shall have the right to pay annual dues directly to CSEA, but shall be paid no later than August 10 of each year (July 1–June 30).
- 5.8 NOTIFICATION.** In the event any CSEA member covered by this Agreement shall fail to tender periodic dues in alignment with Article 5.7, CSEA shall give notice in writing to the District. The District shall notify the CSEA member of the receipt of such letter immediately, and if the CSEA member does not tender his/her dues or service fees within seventy-two (72) hours after service of notice by the District, the District shall automatically deduct dues from said CSEA member.

EMPLOYEE RIGHTS

Article 6

6.1 PERSONNEL FILES:

6.1.1 OFFICIAL PERSONNEL FILE. There shall be one (1) official district personnel file for each bargaining unit member. The material in the official district personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the bargaining unit member's employment with the District. The personnel file shall include, but not be limited to, records of employment with the District and records of professional evaluation. The personnel file shall be kept in a locked file cabinet in the Office of Human Resources.

6.1.2 EXAMINATION. An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to employment. A CSEA representative may, with written authorization by the bargaining unit member, have access to the respective file. When a bargaining unit member's file is opened for any purpose other than routine office work, a file utilization form shall show the name of the person opening the file and the date.

6.1.3 CONFIDENTIALITY AND REVIEW. All personnel files shall be kept in confidence and shall be available for inspection only to the immediate supervisor and the senior administrator of human resources or designee, when it is deemed necessary for the proper administration of the District's affairs and the supervision and protection of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made (other than the regular personnel office staff).

6.1.4 DEROGATORY MATERIAL. Any person who places written material of a derogatory nature into an employee's file will first present a copy of such material to the employee concerned. The employee will have a right of rebuttal within twenty (20) working days of the receipt of such material and have it attached. Under no circumstances will any derogatory information be entered into a personnel file without the employee's knowledge.

6.1.5 REMOVAL. Derogatory material placed in a bargaining unit member's personnel file may be sealed and removed upon the request of the bargaining unit member when such material is more than two (2) years old.

6.2 REPRESENTATION. Employees summoned to meet for the purpose of possible disciplinary action shall have the right to request and to be accompanied by a representative.

EVALUATIONS – EMPLOYEES

Article 7

7.1 EVALUATIONS – EMPLOYEES:

- 7.2 PURPOSE:** The purpose of an evaluation is to recognize excellent and satisfactory performance in the areas of service assigned by the District, to identify areas of performance and/or work habits needing improvement, and to document unsatisfactory performance of the staff member. The evaluation procedures are based on the assumption that the staff is competent and professional.

The administration recognizes that satisfactory performance by a staff member can be achieved in a variety of ways. The immediate supervisor has the responsibility to observe and evaluate a staff member's total performance of his/her duties and responsibilities. The evaluation shall include assessment of on-the-job responsibilities (as indicated in the position description), a review of the self-evaluation (if submitted), and evidence of effective working relationships with staff and students as appropriate. The immediate supervisor's evaluation shall not cover a period of time for more than two years.

Evaluations less than satisfactory and re-evaluations that demonstrate less than adequate improvement may result in extended evaluations and/or a recommendation for non-retention.

7.3 RATINGS, DEFINITIONS:

Satisfactory - This rating indicates that the performance of the evaluatee is average to excellent.

Needs Improvement - This rating indicates that the performance of the evaluatee is deficient and needs definite strengthening. This rating shall designate specific areas to be improved and delineate how improvement may be accomplished. Should sufficient improvement not be shown during subsequent regular evaluations, the evaluatee's rating will be considered unsatisfactory.

Unsatisfactory - This rating indicates that the performance of the evaluatee is below minimum standards.

- 7.4 GENERAL EVALUATION CONDITIONS:** The immediate supervisor shall be responsible for the coordination of all staff member's evaluations within his/her unit. All final written evaluations, attachments, and immediate supervisor's recommendations shall be forwarded to the Office of Human Resources.

7.4.1 The immediate supervisor shall meet with the staff member to discuss the purpose, criteria, procedures, and timelines for the evaluation. The staff member will be consulted about potential additional contributors, if any, in the preparation of the evaluation.

7.4.2 Permanent employees, as defined in Article 1, will be formally evaluated in accordance with the timelines identified in the permanent employee evaluation definition found in Article 1, unless extenuating circumstances apply (i.e. extended leave). The immediate supervisor and staff member may mutually agree in writing prior to the anniversary date to extend the deadline.

7.4.3 Probationary employees, as defined in Article I, will be evaluated in accordance with the timelines identified in the probationary employee evaluation definition found in Article I.

Upon successful completion of the probationary period, employees will be evaluated during the anniversary month of the next year.

- 7.4.4** Special evaluations may be conducted in accordance with Article 1. The immediate supervisor retains the right to conduct special evaluations for both regular and probationary employees.
- 7.4.5** In the event that a bargaining unit member receives a “Needs Improvement” or “Unsatisfactory” rating, the immediate supervisor in consultation with the employee shall develop a written improvement plan with associated timelines for improvement and re-evaluation.
- 7.4.6** The purpose of the written improvement plan is to assist the staff member in developing and implementing improvements in the area or areas of deficiency noted by the immediate supervisor, to assist the staff member to make improvements, and to evaluate the staff member’s performance under the plan. The implementation of the written improvement plan will occur within the timeframe as indicated in the written improvement plan.
- 7.4.7** If it is determined under the re-evaluation that the staff member achieved a “Satisfactory” level of performance during the designated timeframe in the written improvement plan, the staff member will return to the regular evaluation cycle.
- 7.4.8** If the re-evaluation results in an overall rating of “Needs Improvement,” the immediate supervisor may extend for one (1) additional time period the timeframe in the written improvement plan or its modification as a result of the re-evaluation.
- 7.4.9** If the re-evaluation results in an overall rating of “Unsatisfactory,” such evaluation may result in appropriate administrative action. The final written evaluation, attachments, and immediate supervisor’s recommendation shall be forwarded to the Office of Human Resources. The Director of Human Resources shall, in consultation with the appropriate vice president, review and recommend the appropriate action.
- 7.4.10** The District evaluation form shall be used in all cases both for the supervisor’s evaluation of the employee and the classified employee’s self-evaluation. Employees with an original hire date ending in an odd-numbered year (1, 3, 5, 7, 9) will be evaluated during the anniversary month of odd-numbered years. Employees with an original hire date ending in an even-numbered year (0, 2, 4, 6, 8) will be evaluated during the anniversary month of even-numbered years.

7.5 EVALUATION CONFERENCE AND REPORT: After completion of the immediate supervisor’s review of the staff member’s self-evaluation and completion of the appropriate form(s), the immediate supervisor will meet as soon as possible with the staff member to discuss the evaluation results. Staff member’s strengths and weaknesses will be discussed candidly with the staff member and will include, as appropriate, any proposed recommendations for improvement and suggestions for professional development.

The summary evaluation report, as completed by the immediate supervisor, shall take into account the results of each of the evaluation components in order to arrive at an overall rating. If the overall rating is “Satisfactory,” no other statement is necessary. If the overall rating is “Needs Improvement” or “Unsatisfactory,” the immediate supervisor, shall in consultation with the employee, develop a written improvement plan. The plan shall include (a) specific areas of needed improvement, (b)

means of improvement, (c) resources available to the staff member, and (d) a timeframe within which the improvement is to be accomplished. When the staff member achieves a satisfactory level of performance during the timeframe specified in the improvement plan, he/she will return to the staff member's evaluation cycle.

The staff member shall have the opportunity to comment on the results of the summary evaluation report and to have any written comments attached to the written evaluation report. The staff member shall sign the evaluation report acknowledging receipt of the evaluation but not necessarily indicating agreement with the content/comments. The evaluation report shall be submitted to the Office of Human Resources according to the established timelines.

7.6 COMPONENTS: The comprehensive evaluation for all bargaining unit members may be comprised of two distinct components: a self-evaluation (Appendix H) and the immediate supervisor's evaluation (Appendix-I).

7.6.1 Self-Evaluation

As part of the evaluation process, each staff member may provide a self-evaluation that assesses his/her own performance in accordance with the appropriate form designated for this purpose. The self-evaluation shall be shared with his/her immediate supervisor and will become part of the evaluation report.

7.6.2 Supervisor's Evaluation

The immediate supervisor shall prepare an evaluation of the employee's job performance and work habits. The immediate supervisor shall identify the positive attributes displayed by the employee. "Needs Improvement" or "Unsatisfactory" ratings shall include specific recommendations for improvement. Timelines for progress review shall be established.

7.7 EVALUATION PROCEDURE REVIEW.

The Labor/Management Team will continue to assess the effectiveness of the evaluation process and related forms. Any recommendations for changes are subject to approval by the District and Association prior to their implementation.

ORGANIZATIONAL RIGHTS

Article 8

- 8.1 CSEA RIGHTS.** CSEA shall have the following rights in addition to the rights contained in any other portion of the Agreement.
- 8.1.1** The right of access during lunch and official breaks, before and after work hours, to areas in which employees work.
 - 8.1.2** The right to use without charge, institutional bulletin boards, computer system, mailboxes, and the school mail system for transmission of information or notices concerning CSEA matters.
 - 8.1.3** The right to use, without charge, institutional facilities and all buildings by following the facilities request procedures.
 - 8.1.4** The right to receive an up-to-date seniority roster of all bargaining unit employees no later than February 1 of each year. The seniority roster shall indicate the employee's past and present classification and a listing of individuals placed on the thirty-nine (39) month re-employment list. This seniority roster will be provided by the human resources department.
 - 8.1.5** The CSEA president shall receive a copy of any budget or financial material submitted at public board meetings to the Governing Board.
 - 8.1.6** The CSEA president shall receive, prior to scheduled board meetings, a copy of the complete board agenda for that meeting and all attachments.
 - 8.1.7** The CSEA president or designee will serve as a member of the Academic Calendar Committee.
 - 8.1.8** The CSEA president shall receive a copy of the board-approved academic calendar upon publication.
- 8.2 DISTRIBUTION OF CONTRACT.** Within thirty (30) days after the execution of this contract, the District and CSEA shall print or duplicate sufficient copies of this contract at equal expense. CSEA shall distribute a contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy of this Agreement by the District.

HOURS AND OVERTIME

Article 9

9.1 WORK SCHEDULES. The District retains the right to schedule and to establish fixed starting and ending times of bargaining unit employees based on the needs of the District. Except in the case of a bona fide emergency, the employee and the Association will be given a minimum of ten (10) working days' written notice using the Work Schedule Change Notification form (see Appendix F for form) prior to any change in the employee's work schedule. An employee may request to extend the implementation date of the schedule change, which may be granted at the discretion of the superintendent/president or designee. This Article shall not prohibit the provision of an alternative work schedule, initiated by the employee, reviewed by CSEA, and approved by the immediate supervisor using the Alternative Work Schedule Request form, for example, a 9/80 work schedule (see Appendix E or form).

9.2 WORKWEEK. For full-time (1.0 FTE) employees, the hours of work shall be five (5), eight (8) hour days, and/or four (4), ten (10) hour days totaling forty (40) hours per week, as determined by the District. The days and hours of work shall be consecutive, except for such rest period(s) as may be provided in accordance with the practice established by the District, or in the event of an assigned split shift as provided for in section 9.9.3.

For part-time (less than 1.0 FTE) employees, the total hours of work per week will equate to the FTE as assigned by the District. The days of work will include at least one two-day break per week. The scheduled daily hours shall be consecutive, except for such rest periods as may be provided in accordance with the practice established by the District, or in the event of an assigned split shift as provided for in section 9.9.3.

9.2.1 This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is directed by the District.

9.3 WORKDAY. Each bargaining unit employee shall be assigned a fixed number of hours each day. Each bargaining unit employee working in excess of six hours in a workday shall be provided an uninterrupted sixty-minute (60) lunch break, precluding bona fide emergencies, with the exception of campus police officers.

9.3.1 A unit member may request that his/her lunch hour be reduced to a minimum of thirty (30) uninterrupted minutes subject to the approval of the immediate supervisor.

9.4 REST PERIODS. All employees in the bargaining unit shall be entitled to one (1), fifteen (15) minute rest period for each four (4) hours worked during the employee's workday. Employees who work less than six (6) hours per day shall be entitled to only one (1), fifteen (15) minute rest period. Rest period times shall be established by the supervisor in consultation with the employee.

9.5 REST FACILITIES. The District shall make available adequate lunchroom and lavatory facilities for employee use.

9.6 OVERTIME. All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee if the work is authorized by the immediate supervisor. Overtime is defined to include any time greater than or equal to four (4) minutes worked in excess of the regular work day and in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. All employees must accurately report all time

worked past their scheduled shift. The District retains the right to assign overtime as needed in accordance with the overtime, equitable distribution guidelines set forth below.

9.6.1 All hours worked beyond the workweek of five (5) consecutive days and/or forty (40) hours shall be compensated at the overtime rate commencing on the completion of the regular forty (40) hours per workweek.

9.7 OVERTIME - EQUITABLE DISTRIBUTION.

9.7.1 Overtime will be distributed and rotated based first on the campus where the overtime is being offered, and then based on length of regular service within the department, wherever practical. Effective July 1 of each year all overtime lists will begin with zero overtime hours accrued.

9.7.2 The immediate supervisor will maintain an overtime list of employees' hours. He/she will keep it current and post a copy for all concerned to review. Each subsequent time the opportunity for overtime occurs, the option for working goes to the employee with the lowest accumulated hours if he/she is equally qualified. If an employee IS NOTIFIED AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE and declines to exercise his/her option for overtime, the number of hours worked will be added to the overtime list of both the employee who worked and the employee who declined.

9.8 COMPENSATORY TIME OFF.

9.8.1 Upon mutual agreement with the supervisor, an employee in the bargaining unit may take compensatory time off in lieu of cash compensation for overtime work. Such understandings shall be put in writing prior to the overtime assignment. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 9.6 of this Article.

9.8.2 Compensatory time shall be taken at a time mutually acceptable to the employee and the District in accordance with applicable provisions of the California Education Code and the Fair Labor Standards Act.

9.8.3 Supervisors will give every consideration to a bargaining unit member's request, including alternatives for operational coverage, when reviewing compensatory time off requests.

9.9 SHIFT DIFFERENTIAL – COMPENSATION.

9.9.1 Contract bargaining unit employees who have their scheduled hours beyond 6 p.m., three-of-the-five normal workdays per week, shall receive an additional payment factor in accordance with the following compensation schedule:

Past 6:00 p.m.	\$45.00/per month*
Past 7:00 p.m.	\$65.00/per month*
Past 8:00 p.m.	\$80.00 /per month*
Past 9:00 p.m.	\$95.00/per month*

An employee-initiated alternative work schedule will not result in additional compensation.

*For employees working less than full-time the amount of differential compensation shall be pro-rated based on the individual employee's FTE (For Example: A .475 employee working past 6pm would earn \$21.38/per month: \$45 * .475 = \$21.38).

- 9.9.2 Any employee in the bargaining unit who has his/her regularly assigned work shift occurring past midnight, irrespective of assigned lunch periods, shall be paid a six percent (6%) differential for those hours worked past midnight. An employee-initiated alternative work schedule will not result in additional compensation.
- 9.9.3 Any employee in the bargaining unit who has a split shift shall be paid a seven percent (7%) differential.
- 9.9.4 Campus police officers working a rotating shift shall receive a monthly five percent (5%) shift differential.
- 9.9.5 Any employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when temporarily assigned to another shift of less than twenty (20) working days.
- 9.9.6 Any employee in the bargaining unit who is temporarily assigned a work shift for five (5) days or more consecutively that would qualify him/her to receive a shift differential greater than that amount the employee is currently receiving, shall receive the greater amount.
- 9.10 **MINIMUM CALL-IN/SCHEDULED TIME.** Any employee called in, or scheduled to work, on a day when the employee is not scheduled to work shall receive a minimum of four (4) hours pay at straight time or time and one-half for hours actually worked, whichever is greater, at the appropriate rate of pay under this Agreement.
- 9.11 **CALL-BACK TIME.** Any employee called back to work on the same day after completion of his/her regular assignment shall be compensated for at least four (4) hours of work at the overtime rate, irrespective of the actual time required to be worked.
- 9.12 **CONTACT DURING NON-WORK HOURS.** Employees who are contacted during non-work hours by their supervisor or the supervisor's designee via District-issued cell phones, personal cell phones, home phones or any other form of phone contact and who provide support but are not called back into work, shall be compensated for the duration of the contact in accordance with Article 9.6 Overtime, but not less than a thirty (30) minute minimum.
- 9.13 **CONTACT DURING WORK HOURS.** For non-emergency matters, supervisors and managers must contact members via District email, District issued phone, District issued cell phone, or District issued radio.
- 9.14 **RELEASE TIME FOR CHAPTER FUNCTIONS.**

President	5 hours per week
Officers	2 ½ hours per week
Members	1 hour per month to attend Chapter meeting
Delegates	3 members to attend the annual CSEA state conference

Members attending the monthly Chapter meeting shall notify immediate supervisor at least one (1) week in advance.

Extensions may be granted by the senior administrator of human resources or designee.

PAY AND ALLOWANCES

Article 10

10.1 REGULAR RATE OF PAY.

10.1.1 Effective July 1, 2020, classified employees shall receive a one-time off schedule payment of \$2,100.

10.1.2 Effective July 1, 2021, the salary schedule shall be increased by COLA.

10.1.3 Effective July 1, 2022, the salary schedule shall be increased by COLA plus 1%.

10.2 STEP INCREASE. The initial step increase will occur upon successful completion of the bargaining unit employee's probationary period. Subsequent step increases will occur on July 1 following the initial step increase.

10.3 LONGEVITY. The District agrees to compensate long-service employees at the following rate: After eight (8) years and each additional four (4) years of satisfactory service, the longevity allowance shall be \$105.

10.3.1 Longevity increments are paid to employees in the bargaining unit for years served in the Chaffey Community College District in recognition of accrued continuous time without a break in service and continued satisfactory performance.

10.3.2 The anniversary increments are effective July 1, October 1, January 1, and April 1 for employees whose anniversary date falls within that quarter.

10.3.3 An employee in the bargaining unit who has served for at least two (2) years and leaves the employ of the District, for whatever reason, and is re-employed within a period of no longer than thirty-nine (39) months from the last date of employment will not have such severance considered a break in service. The severed time will not be considered as time in service for seniority or longevity purposes.

10.4 FACILITIES MAINTENANCE ATTENDANT RANGE ADJUSTMENT. The District and the Association agree to the following:

10.4.1 Effective July 1, 2022

- The Facilities Maintenance Attendant shall move from Range 7 to Range 8.

10.5 CLASSIFICATION AND COMPENSATION STUDY. The District and the Association agree that the following positions will be studied in a manner consistent with Article 26. The classification study shall include both a market and internal alignment analysis. Recommendations regarding job descriptions and corresponding salary placements shall be provided by the classification consultant.

- Campus Police Officer
- Instructional Assistant II
- Library Clerk I
- Library Clerk II
- Program Assistant

EMPLOYEE EXPENSES AND MATERIALS

Article 11

11.1 CLOTHING. If the District deems it necessary that an employee wear a uniform or required articles of clothing, the District shall pay the cost of the purchase or rental and cleaning. Employees shall compensate the District for loss or damage to the required articles of clothing caused by employees' willful destruction, abuse, or negligence.

11.1.1 Safety Shoes – Certain positions designated by the District require the wearing of safety boots/shoes. Employees appointed to these classifications/occupations shall receive an annual safety shoe allowance of one hundred dollars (\$100). Safety boots/shoes shall meet the American National Standard Institute (ANSI) approval. They must be steel-toed or composite, chemical-resistant safety boots/shoes and shall be worn during working hours.

Such safety boot/shoe allowance shall be paid during the July pay period for employees in paid status appointed to the designated classifications.

Employees in these classifications that report to work without their safety boots/shoes will prompt the District to take appropriate action and they shall be required to wear temporary, steel-toed boot/shoe covers.

11.1.2 Police Officer Ballistic Vests – The District will maintain and/or replace ballistic vests according to the manufacturer's recommended guidelines.

11.2 REPLACING OR REPAIRING EMPLOYEE'S PROPERTY. The District shall fully compensate all bargaining unit employees for documented loss or damage to personal property required to be used on the job during the performance of official duties.

11.3 INDEMNIFICATION CLAUSE. Whenever any civil or criminal action is brought against an employee for an action or omission arising out of, or in the course of, the authorized duties of that employee, the District shall guarantee such rights of indemnification as are contained in Government Code, Sections 810 and following.

11.4 PARKING. The District will provide vehicle parking to the bargaining unit employees at no cost to the employee.

HEALTH AND WELFARE BENEFITS

Article 12

12.1 EMPLOYEE AND DEPENDENT INSURANCE COVERAGE. The District agrees to provide employees and their dependents the following plans of insurance:

12.1.1 Medical Coverage. The District shall pay up to the annual premium cost of the District's present Kaiser health plan for the duration of this Agreement. Employees shall have the right to choose one of the plans offered by the District. Any premium costs during the life of this Agreement which exceeds the annual premium cost of the Kaiser health plan shall be borne by the employee.

12.2 EMPLOYEE INSURANCE COVERAGE. The District agrees to pay the full cost for all employees in the bargaining unit for comprehensive programs of insurance as stated in this section (includes dependent coverage on dental and vision).

12.2.1 Life Insurance Coverage

12.2.2 Dental Coverage

12.2.3 Vision Care Coverage

12.2.4 Disability Insurance Coverage

NOTE: Any change in health and welfare carriers shall be effective July 1.

12.3 ELIGIBILITY. All employees in the bargaining unit who work at least fifty percent (50%) of full time shall be covered under the program provided in Sections 12.1 and 12.2 of this Article in accordance with those sections. Employees working less than fifty percent (50%) will be provided benefits in accordance with the California Education Code, Sections 88035 and 88036. Employees shall be enrolled in insurance programs on the first day of the month following the date of employment.

12.4 DISABILITY COVERAGE. The District agrees to continue payments for all benefit programs provided in Sections 12.1 and 12.2 of this Article during the absence of any employee in the bargaining unit who is on paid sick or disability leave for the extent of sick leave. Additional coverages and benefits under the California Family Rights Act and the Family Medical Leave Act are available to all bargaining unit employees (please see Article XV, Leaves).

12.5 SECTION 125 (MODIFIED). Effective January 1, 2005, the plan allows bargaining unit members to redirect a portion of salary, on a pre-tax basis, to a flexible spending account to provide reimbursement for two specific types of expenses: Dependent Care (DDC) and Unreimbursed Medical (URM). In addition, bargaining unit members may elect to redirect, on a pre-tax basis, a share of the monthly premium for health insurance.

12.6 RETIREMENT COVERAGE. The District agrees to maintain contributions for programs provided in Sections 12.1, 12.2.2, and 12.2.3 of this Article on the same basis as provided active employees in the bargaining unit for those persons who retire according to the following:

12.6.1 Employees between the ages of 50 and 54 after twenty (20) years of service to the District, or from the ages of 55 through 61 after fifteen (15) years of service to the District, or from ages 62 to 65 after ten (10) years of service to the District may retire, with the District providing the health and welfare benefits for employees to age 65, and eligible dependent(s) which they would have had if employed with the District.

12.6.2 Employees who retire are eligible at age 65 or over to participate in a District medical plan. The employee must have been a participating member of the plan prior to termination of district-paid benefits.

12.6.3 In the event that classified bargaining unit employees who retire under this program, or any other early retirement program, become ineligible to participate in the district-adopted health and welfare programs for any reason other than residency, the district shall have no further obligations under this early retirement program, and all benefits shall terminate immediately. If the reason for ineligibility is the residency of the participant, the district shall continue to contribute the same dollar amount as set forth in 12.6 above on behalf of the retiree, provided the conditions below are satisfied.

1. It shall be the responsibility of the bargaining unit employee to:
 - a. Secure and enroll in a plan that provides for appropriate coverage for the retiree and any eligible dependents
 - b. Pay the premiums for the plans elected directly to the insurer
 - c. Provide the district with timely proof of payment at such time and in such a manner as required by the district
2. In the event the early retiree satisfies all of the conditions set forth in 1. a, b, and c above, the District shall reimburse the retiree for payments made to the insurer in an amount not to exceed the contribution set forth in 12.1, 12.2.2, and 12.2.3 above upon receipt of satisfactory information that the premium has been paid by the early retiree to the insurer or the early retiree enrolls in a District plan that provides out-of-area coverage.

12.7 HEALTH CARE COMMITTEE. The District agrees to establish a health care committee between CSEA and the District to examine alternatives to CSEA's current group medical plan (excluding dental and vision) and healthcare joint powers authority or other insurance administrator. The committee shall be comprised of up to three (3) members selected by District administration and up to three (3) members selected by CSEA.

The District agrees to maintain a District benefits committee for dental and vision. This committee is comprised of nine (9) persons consisting of two (2) persons selected by CCFA, if they so choose, two (2) persons selected by CSEA, one (1) person selected by CDCFA, two (2) persons selected by confidential employees, and two (2) persons selected by district administration.

12.7.1 Each committee agrees to meet as needed, but not less than twice per year, to evaluate and recommend benefit programs. In addition, each committee will provide information to appropriate constituent groups. Upon agreement by the parties, the proposal shall be delivered to the Governing Board for action. The recommendations as presented to the board shall be accepted or rejected by the Governing Board in their entirety.

12.7.2 The District agrees to take responsibility for the following procedural matters:

1. Schedule committee meetings
2. Arrange meeting locations
3. Facilitate committee process
4. If mutually agreed to by all parties, the committee's recommendations will be forwarded to the Governing Board.

NOTE: Until agreement is reached and new health care plans are approved by the Board, the provisions of Sections 12.1 and 12.2 shall remain in effect.

HOLIDAYS

Article 13

13.1 SCHEDULED HOLIDAYS. The District agrees to provide all employees in the bargaining unit with the following paid holidays:

Independence Day	July 4
Labor Day	First Monday in September
Admissions Day	A regular workday with compensatory day taken as one of the five holiday days between Christmas and New Year's Day
Veteran's Day*	November 11 (or designated day)
Thanksgiving Day	
The Friday after Thanksgiving Day	
Christmas Day	December 25
Christmas Vacation	Five working days for the observance of Christmas and New Year's Day
New Year's Day	January 1
Martin Luther King	Third Monday in January
Lincoln's Birthday*	February 12 (or designated day)
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Floating Holiday	To be taken at the discretion of the employee with a five-day written notice given to the employee's supervisor. This holiday must be used during a fiscal year and may not be accumulated. Floating holidays may not be taken during the initial probationary period. Employees will receive credit for all hours scheduled to work that fall on a Floating Holiday.

When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

In addition, every day appointed by the President of the United States or the Governor of this state, as provided for in subdivision (b) and (c) of 79020 for a public fast, thanksgiving, or holiday, or any day declared a holiday under Section 1318 or 79022 for classified or academic employees (California Education Code, Section 88203).

***NOTE:** CSEA agrees to notify the Academic Calendar Committee, which days CSEA will designate as the holidays prior to the calendar being presented to the Governing Board for final approval.

13.2 SUBSTITUTE HOLIDAY. Employees in paid status who are not scheduled to work on a holiday shall be given holiday credit which must be taken at a time mutually agreed upon by the supervisor and employee.

13.3 HOLIDAY ELIGIBILITY. Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

13.4 HOLIDAY CREDIT. Part-time employees will receive credit at a rate of 4.75 hours per holiday, not to exceed the contracted hours per week. Full-time employees will receive credit at a rate of 8 hours per holiday, not to exceed the contracted hours per week.

13.5 HOLIDAY WORK COMPENSATION. Employees who are required to work on a holiday shall be paid for such work in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.

13.5.1 When an employee's work schedule spans over a two-day period, the workday with the majority of hours falling on an observed holiday will be the one observed as the holiday. Employees who are required to work on their observed holiday shall be paid for such work in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.

VACATION PLAN

Article 14

14.1 ELIGIBILITY. All probationary and permanent employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis: July 1–June 30.

14.2 PAID VACATION. Except as otherwise provided in this Article, paid vacation shall be earned in accordance with section 14.3.2. Paid vacation can only be granted after it has been earned.

14.3 ACCUMULATION. Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule.

14.3.1 From the first month through the twenty-fourth month (first and second year) of service, vacation shall be earned and accumulated at the rate of eight (8) hours for each month of service, not to exceed fourteen point four (14.4) hours per month for each fiscal year.

14.3.2 All full-time, ten- (10), eleven- (11) and twelve- (12) month bargaining unit members will accrue the vacation hours listed below commencing with the third year of service. The monthly accrual rate is as follows:

3 years	8.8 hours
4 years	9.6 hours
5 years	10.4 hours
6 years	11.2 hours
7 years	12.0 hours
8 years	12.8 hours
9 years	13.6 hours
10 years	14.4 hours

14.3.3 All part-time (less than 1.0 FTE) bargaining unit members will accrue their vacation hours on a prorated basis.

14.3.4 For the purposes of computing earned vacation time, a period of six (6) months or more will be considered as a whole year.

14.3.5 For service of less than six months duration, vacation is prorated.

14.4 VACATION PAY. Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

14.5 VACATION PAY UPON TERMINATION. When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

14.6 VACATION POSTPONEMENT.

14.6.1 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may request to have his/her vacation rescheduled in accordance with the

vacation schedule available at that time or may request to carry over his/her vacation to the following year.

14.6.2 It is the intent of the District that vacation be taken annually. Vacation, with the approval of the employer, may be taken at any time during the college year. Vacation hours may be accumulated to a total not to exceed one-hundred seventy-six (176) hours, with the exception of Article 14.6.3. Those employees who have accumulated the maximum vacation hours will no longer accrue any additional vacation hours until their vacation leave balance has been reduced below the maximum. However, upon written approval of the superintendent/president, vacation hours may be accumulated to a total not exceeding that which the unit member could earn in two (2) years, with the exception of Article 14.6.3.

14.6.3 If the employee is not permitted to take his or her full annual vacation, the amount not taken shall accumulate for use in the next fiscal year or be paid for in cash at the option of the Governing Board or Board's designee within 90 calendar days.

14.7 HOLIDAYS. When a holiday falls during the scheduled vacation of any bargaining unit employee, such holiday will not count as a day of vacation.

14.8 VACATION SCHEDULING.

14.8.1 Employees shall provide at least notice of twenty (20) working days for vacations of five (5) working days or greater. The immediate supervisor or designee shall approve or deny within five (5) working days of the written request. Under special circumstances, at the sole discretion of the supervisor, the above referenced twenty (20) day notice may be waived.

14.8.2 Vacations shall be scheduled at times approved by the immediate supervisor. Supervisors will give every consideration to a bargaining unit member's request, including alternatives for operational coverage, when reviewing a vacation request.

NOTE: Nothing shall preclude a bargaining unit member from requesting vacation at any time.

14.8.3 When employees who are working on the same or similar operations request vacation at the same time and for the same vacation period, the employee with the greatest length of service within the department shall be given his/her preference. However, once a vacation request has been approved, this provision no longer applies.

14.8.4 An approved vacation request may be retracted, postponed, or interrupted by the district when an employee's presence at the work site is required. When any such occurrence arises, the employee shall be reimbursed for any reasonable monies expended to make or change travel arrangements, or monies lost due to pre-paid, non-refundable items. The employee shall submit the appropriate reimbursement form along with supporting documentation and the supervisor's signature to the Accounting Services office.

14.9 INTERRUPTION OF VACATION. An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin sick leave, provided the employee supplies notice and the explicit written statement of verification from a licensed physician.

LEAVES
Article 15

- 15.1 BEREAVEMENT LEAVE.** Employees shall be granted a leave with full pay in the event of the death of any member of the employee's **immediate family** on or about the time of the death for purposes related to the death. Reasonable notice to the supervisor is required. The leave shall be for a period of three (3) days or five (5) days for travel in excess of 250 miles one way from the District. The term "**immediate family**" includes the following persons:
- spouse/significant other/domestic partner
 - parent (including biological, foster, step-parent, or legal guardian) of the employee or of the spouse/significant other/domestic partner
 - child (including biological, foster, adopted, step, legal ward, in-law, or a child of a person standing in loco parentis) of the employee or of the spouse/significant other/domestic partner
 - grandparent of the employee or of the spouse/significant other/domestic partner
 - grandchild of the employee or of the spouse/significant other/domestic partner
 - sister of the employee or of the spouse/significant other/domestic partner
 - brother of the employee or of the spouse/significant other/domestic partner
 - aunt of the employee or of the spouse/significant other/domestic partner
 - nephew or niece of the employee or of the spouse/significant other/domestic partner
 - uncle of the employee or of the spouse/significant other/domestic partner
 - cousin of the employee or of the spouse/significant other/domestic partner
 - any relative living in the immediate household of the employee

Requests for bereavement leave extensions or for persons other than immediate family may be granted at the discretion of the superintendent/president or designee.

- 15.2 JURY DUTY.** An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. Notice of the summons shall be provided to the supervisor within ten (10) working days of receipt. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. This shall remain the sole amount due to the employee. Verification from the bargaining unit member of actual time served on jury duty shall be submitted to the Office of Human Resources upon completion of service.

15.2.1 Bargaining unit members, including those on swing shift, who are on jury duty and have served at least six (6) hours shall not be required to report to their regular shift that day. The unit member shall be responsible for notifying their supervisor if he/she will be absent.

15.2.2 Bargaining unit members working a shift other than 7:30 a.m. to 4:30 p.m., and who are summoned to jury duty service, may, upon mutual agreement, have their shift adjusted to 7:30 a.m. until 4:30 p.m. This shall be in effect during the period of jury service.

- 15.3 MILITARY LEAVE.** An employee shall be entitled to military leave as provided by federal and state laws.

15.4 SICK LEAVE.

- 15.4.1 LEAVE OF ABSENCE FOR ILLNESS OR INJURY.** A regular, full-time, twelve- (12) month employee shall be granted twelve (12) days leave of absence per year with full pay for illness or injury exclusive of all days he/she is not required to render service to the District.
- 15.4.2** The twelve (12) days leave of absence for illness or injury shall be prorated for a regular, full-time employee who is employed for fewer than twelve (12) months. This provision also applies to a part-time employee who is employed less than 1.0 FTE.
- 15.4.3** Leave of absence pay for illness or injury shall be the same as the regular rate of pay which would have been received had the employee worked the normal workday.
- 15.4.4** Pay will be granted for sick leave upon notification to the immediate supervisor through district voice mail or to an alternate number established by the supervisor of the employee or to human resources one hour prior to the beginning of the shift each working day, unless valid reasons preclude notification.
- 15.4.4.1** In the case of campus police officers, the employees shall be required to call in two (2) hours prior to the beginning of the shift unless valid reasons preclude notification.
- 15.4.5** At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each permanent employee.
- 15.4.5.1** Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year up to the amount which would be accrued by June 30 of that fiscal year.
- 15.4.5.2** Probationary employees accrue sick leave at one (1) day per month.
- 15.4.5.3** If an employee does not take the full amount of leave allowed any year under this section, the amount not taken will be accumulated from year-to-year.
- 15.4.6 MATERNITY LEAVE.** All maternity leaves will be handled in the same manner as leaves of absence for illness or injury according to established district policies, which will comply, at a minimum, with federal and state mandates.
- 15.4.7 MEDICAL LEAVES OF ABSENCE.** Medical leaves of absence will be administered in accordance with established district policies, which will comply, at a minimum, with federal and state mandates.
- 15.4.8 CATASTROPHIC LEAVE DONATION PROGRAM.** Any employee who suffers from a catastrophic illness or injury or who must be absent to care for a member of the employee's immediate family who suffers from a catastrophic illness may participate in a catastrophic leave donation program, provided:
- 15.4.8.1** The employee requests in writing to participate.

- 15.4.8.2** The employee provides written verification of the catastrophic illness or injury or of the catastrophic illness or injury of the immediate family member and of the need for the employee to provide care for the immediate family member.
- 15.4.8.3** The employee exhausts all accrued paid leave credits.
- 15.4.8.4** The District determines that the employee is unable to work due to the employee's or the immediate family member's catastrophic illness or injury, and in the case of the immediate family member, the employee's need to care for the family member.
- 15.4.8.5** Employees desiring to donate sick/vacation leave credits authorize the donation in writing for a minimum of eight (8) hours and acknowledge in writing that the donation cannot be revoked.
- 15.4.8.6** A catastrophic illness or injury is one which is expected to incapacitate the employee or the immediate family member for at least three (3) months, or which is diagnosed as a terminal illness or injury.
- 15.4.8.7** Upon return to work, the employee may continue to use donated leave credits for the purpose of related, follow-up medical care consistent with section 15.4.9.3. The maximum amount of time for which donated leave credits may be used by an employee, shall not exceed a maximum period of twelve (12) consecutive months (California Education Code, Section 87045).
- 15.4.8.8** Leave donated that is not utilized by employees shall be made available for the next employee who requests Catastrophic Leave in accordance with this section.
- 15.4.8.9** Employees requesting leave through the Catastrophic Leave Program shall have their identity kept in confidence unless otherwise stated in writing by the employee requesting the leave.

15.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE. In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state, employees shall be entitled to the following benefits:

- 15.5.1** Upon acceptance of the claim by the workers' compensation carrier, an employee of the District suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to seventy-five (75) working days in any fiscal year for the same accident or illness.
- 15.5.2** Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.
- 15.5.3** The Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness Leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use that amount of his/her accumulated and available normal sick

leave and vacation leave which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

- 15.5.4** Any time an employee on Industrial Accident or Illness Leave is able to return to an unrestricted work schedule, as verified by a licensed physician, he/she shall be reinstated in at least an equivalent position without loss of pay or benefits.
- 15.6 BREAK IN SERVICE.** No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 15.7 PERSONAL NECESSITY LEAVE.** Up to seven (7) days of sick leave in any fiscal year may be used by the employee, at his/her election, in cases of personal necessity on the following basis (California Education Code, Section 88207):
- 15.7.1** The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 15.1 of this Article.
- 15.7.2** As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family or circumstances when an act of nature or emergency prevents the employee from reporting or safely traveling to work.
- 15.7.3** When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena, except as a litigant or party against the District.
- 15.7.4** Each employee shall be entitled to use annually up to two (2) of the seven (7) days of sick leave, as indicated in Section 15.7 for the purpose of conducting personal business with the prior written approval of the supervisor.
- 15.7.5** An employee may use personal necessity (sick leave) to attend to an illness of a child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, and sibling. Requests for extensions may be granted at the discretion of the superintendent/president or designee. Such absences shall not result in any retaliatory action.
- 15.8 PARENTAL LEAVE.** An employee shall be entitled to leave consistent with Education Code Section 88196.1 to care for his/her child after the birth of the child of the employee or the placement of a child with an employee in connection with adoption or foster care with prior notification to the immediate supervisor.
- 15.9 FAMILY CARE LEAVE.** It is the intent of this section to be consistent with the California Family Rights Act (Government Code 12945 et. seq.) and the Family Medical Leave Act (Adoption and parental leave fall under these acts).
- 15.10 FAMILY-SCHOOL PARTNERSHIP LEAVE.** It is the intent of this section to be consistent with the Family-School Partnership Act (Labor Code Section 230.8).
- 15.11 GENERAL LEAVE.** At the discretion of the Governing Board, a classified employee may be granted a leave of absence of up to one (1) year without pay for unspecified reasons. Such leave shall not constitute a break in service; however, district-paid benefits shall not be paid during the leave.

15.12 LEAVES OF ABSENCE FOR JUDICIAL AND OFFICIAL APPEARANCES. At the discretion of the Governing Board, a classified employee may be granted a leave of absence with pay when subpoenaed by federal, state, or municipal government to appear as a witness other than as a litigant or for reasons not brought about through the connivance or misconduct of the employee.

15.12.1 The pay will be the difference, if any, between the amount received for the subpoenaed appearance and the employee's regular rate of pay.

15.13 RETRAINING LEAVE.

15.13.1 The Governing Board, at its sole discretion, and upon recommendation of the management staff, may grant to a member of the bargaining unit, a retraining leave after three (3) years of continuous full-time service. Such leaves are up to three (3) months in duration. They may be broken into separate periods to be taken within three (3) years. They may be paid or unpaid at the discretion of the Governing Board. If paid, they will be at the employee's regular rate of pay. The period for qualifying for another leave will commence at the termination of the leave.

15.13.2 The employee must provide the Board with a detailed study or retraining plan and evidence upon return to active status of fulfillment of the plan. Failure to fulfill the plan may lead to disciplinary action. The employee must also continue with the District at least two (2) years after return to service or return the payment, if any.

15.13.3 Any assignment granted under this policy shall not be deemed a break in service for any purpose, except that such assignment shall not be included as service in computing service for the granting of any subsequent leave under this type of assignment, nor shall employees earn vacation pay, sick leave, or holiday pay provided under this Agreement.

15.14 If there is reason to believe that there has been a misuse of leave, the immediate supervisor may take the appropriate action.

PROFESSIONAL GROWTH AND STAFF DEVELOPMENT

Article 16

16.1 DEFINITION OF PROFESSIONAL GROWTH. Professional growth is a cooperative effort between employees and the District to improve performance, to ensure recency in the field, and to improve institutional effectiveness. The District encourages and recognizes the value of a workforce committed to life-long learning. The District is committed to the professional growth of all employees including staff development training, in-service training, and workshops on areas such as safety procedures, sexual harassment/non-discrimination, technical proficiency/currency, customer services, program-specific guidelines/procedures, and other programs that provide for overall institutional effectiveness.

Further, the district recognizes and commends those employees for their special effort and initiative to pursue their professional development at their personal expense and on their personal time.

16.2 PROFESSIONAL GROWTH INITIATIVE. The Professional Growth Initiative provides for a fifty-dollar (\$50) per contract monthly allowance (\$600 per year) for bargaining unit members who meet the requirements identified below:

16.2.1 Approval for each course, workshop, or activity applied to the professional growth allowance shall be granted by the supervisor and the area vice president on the Professional Growth Activity Plan form (see Appendix D). Approval must be obtained prior to the beginning of each course, workshop, or activity. The decision of the vice president is final and shall not be grievable under the provisions of this Agreement.

16.2.2 Employees may earn up to a maximum of four (4) allowances (\$200 per contractual month/\$2,400 per year) during their employment with the District.

16.2.3 For each allowance, the bargaining unit member must complete the equivalent of fifteen (15) pre-approved semester units of college-level coursework.

16.2.4 For participation in pre-approved professional training or activities in which units are not granted, a bargaining unit member shall be granted the equivalent of one (1) unit of coursework for each eighteen (18) hours of approved training activities.

16.2.5 Activities for which credit may be granted include, but are not limited to: college coursework leading to an initial Associate Degree, job-related coursework, workshops, conferences, seminars, and personal growth. A course may not be repeated for credit. These activities must be performed on personal time and at personal expense.

16.2.6 Credit for the professional growth allowance shall be granted only upon successful completion (a grade of "C" or better) and submission of official verification (e.g., official transcript, original certificate, etc.), to the Office of Human Resources. The professional growth allowance shall be awarded the month following submission of the coursework/training and shall continue until the employee separates from the District.

16.3 IN-SERVICE TRAINING TIME. In-service training shall take place during regular working hours at no loss of pay or benefits to employees.

16.4 STAFF DEVELOPMENT. The District shall ensure that an advisory committee, established pursuant to AB 2558 and composed of administrators, faculty, and staff representatives, shall include CSEA

representation. Once the District's staff development program is developed, upon the request of either the District or CSEA, the parties will meet to negotiate impact and effects.

TRANSFERS

Article 17

17.1 DEFINITION. For the purpose of this Section, a “transfer” shall mean the relocation of a bargaining unit member from one department, division, center or campus to another within the same classification.

17.2 VOLUNTARY TRANSFER.

17.2.1 The District shall notify the president of CSEA in writing and should post on employee bulletin boards and off-campus facilities, notification of vacant bargaining unit positions, as they become known. Bargaining unit members desiring to transfer to such vacant positions may request a transfer, provided such request is filed within ten (10) working days after the posting of the vacancy by the administration. The transfer request shall be submitted in writing to the senior administrator of human resources or designee.

17.2.2 Prior to creation of a vacancy, a bargaining unit member may also request a transfer by filing an appropriate written request with the senior administrator of human resources or designee. All requests for transfer submitted in this manner shall be kept on file for at least one (1) year from the date of submittal.

17.2.3 In either case, if the request has been submitted within the ten (10) working days after posting, the classified employee shall be considered for the vacancy before any applicant is considered.

17.2.4 Transfers shall be considered on the basis of minimum qualifications of the position. Each person that applies for a transfer and meets the minimum qualifications of the position shall be interviewed by the appropriate supervisor. The transfer interview shall be conducted prior to the interview process for applicants outside the bargaining unit. The District reserves the right to approve or deny any transfer request upon consultation with the Association.

17.2.5 A bargaining unit member who has been denied a voluntary transfer may within ten (10) working days of such denial request a meeting to appeal such denial with the appropriate administrator. Such meeting shall be scheduled by the appropriate administrator within seven (7) working days. A bargaining unit member shall have the right to have a CSEA representative of his/her choice present.

17.2.6 Classified bargaining unit members with less than 1.0 FTE holding the same title and meeting the District required qualifications may apply for a voluntary transfer under this Article.

17.3 INVOLUNTARY TRANSFER.

17.3.1 The District, after conferring with the Association, may transfer a bargaining unit member to utilize personnel for the most effective operation of the District.

17.3.2 When an involuntary transfer is needed to meet the needs of the District, the District shall first ask for volunteers. In the event that no one volunteers over a ten (10) working day period, the District shall transfer a qualified person.

17.3.3 Except in cases of emergency, * a bargaining unit member who is to be involuntarily transferred shall be given written notice of the transfer no less than ten (10) working days before the transfer is to occur.

17.3.4 Within ten (10) working days of the involuntary transfer, a bargaining unit member may request a meeting to appeal the involuntary transfer with the appropriate administrator. Such meeting shall be scheduled by the appropriate administrator within five (5) days. A bargaining unit member shall have the right to have a CSEA representative of his/her choice present.

17.3.5 Transfers shall not be punitive or disciplinary in nature.

17.4 RELOCATION OF POSITION. When the needs of the District require the relocation of a position that is filled, the District will consult with CSEA prior to the incumbent employee's relocation with the position. When required by law, the District shall negotiate with CSEA regarding relocation made pursuant to Article 17.4.

*Emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action which affects district facilities or equipment or otherwise involves an act of God or specific governmental order requiring the District to take certain action or refrain from taking certain action.

TEMPORARY ASSIGNMENTS

Article 18

18.1 TEMPORARY WORK OUTSIDE CLASSIFICATION. Classified employees when required to perform duties outside of their stated classification for any period of time which exceeds five (5) days within a fifteen (15) calendar day period, shall be compensated according to the provisions outlined below.

18.1.1 TEMPORARY WORK ABOVE CLASSIFICATION. When an employee performs a portion of the work in a higher classification, the level of compensation shall be determined ahead of time by the senior human resources administrator or designee and the CSEA president or designee with input from the supervisor and the employee, using the range of the higher classification as a guideline.

18.1.2 TEMPORARY INCONSISTENT ASSIGNED DUTIES. When an employee performs duties inconsistent with those assigned to the classification, the level of additional compensation shall be determined by the senior human resources administrator or designee and the CSEA president or designee with input from the supervisor and the employee, according to California Education Code, Section 88010.

18.1.3 In the event the District and CSEA fail to reach agreement on compensation related to this article, the senior human resources administrator or designee shall have the right to establish compensation and CSEA has the right to appeal.

18.1.4 When the District becomes aware that temporary work outside classification needs to be performed and there are three or more members, within the department, who are able to perform the work, those members may apply to perform the temporary work outside classification.

18.2 TEMPORARY REASSIGNMENT. A temporary reassignment is when a classified employee is selected to work out of classification from his/her current classification into a different classification whereby the employee is performing all duties in the new classification for a defined period of time. Compensation shall be at the appropriate range in the new classification at a higher step placement of not less than five (5) percent (California Education Code, Section 88010). This placement shall not exceed the highest step on the new salary range.

18.2.1 POSTING OF ASSIGNMENT. All temporary reassignments of more than twenty (20) working days shall be posted so that all employees in the bargaining unit shall have an opportunity to apply for the position. The temporary reassignments shall be advertised in-house for a minimum of seven (7) working days. The District shall make the final approval/disapproval of any reassignment request.

18.2.2 TERMINATION OF ASSIGNMENT. In the case of voluntary temporary reassignment, the supervisor and/or employee shall have the option to terminate the temporary reassignment. The request to terminate shall be submitted in writing. If the temporary reassignment is terminated, the employee shall return to his/her original assignment.

18.2.3 INVOLUNTARY REASSIGNMENT. If no classified employee volunteers for the temporary reassignment within seven (7) working days, the District shall reassign an employee. Any classified employee who is involuntarily reassigned and wishes to terminate the reassignment can request that the Association consult with the District to resolve the matter.

In the event the conditions that caused the reassignment extend beyond six (6) consecutive months, the position will be advertised in-house as part of the normal selection process.

18.2.4 PERMANENCY. If a person in a temporary reassigned position becomes permanent, the time served in that position counts towards their probation.

If a person in a temporary reassigned position applies for and achieves a promotion in the position for which they were temporarily reassigned, the time served during the temporary reassignment counts towards their probation in the promotional position.

LAYOFF AND REEMPLOYMENT

Article 19

- 19.1 CONDITIONS.** Classified bargaining unit employees may be subject to layoff for lack of work and/or lack of funds. A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render.
- 19.2 ORDER OF LAYOFF.** Whenever a classified bargaining unit employee is laid off, order of layoff within the classification shall be determined by length of service. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first.
- 19.3 REEMPLOYMENT.** Shall be in reverse order of layoff. Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months. Offers of reemployment for each classification shall be made only twice to laid-off employees.
- 19.4 LENGTH OF SERVICE.** Length of service means all hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in the California Education Code, Section 88017. Nothing contained in this Section shall preclude the granting of length of service credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave.
- “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 except service in restricted positions as provided in the California Education Code, Sections 88000 through 88263.
- 19.5 REDUCTION IN HOURS.** For purposes of this Agreement, reductions in hours in lieu of layoff shall be considered to constitute a layoff.
- 19.6 VOLUNTARY DEMOTIONS/REDUCTIONS.**
- 19.6.1** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to 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 24 months, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Governing Board shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.
- 19.6.2** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.
- 19.7 NOTIFICATION.** Classified employees shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff and informed of their displacement rights, if any, and reemployment

rights. 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.

19.8 STUDENT/SHORT-TERM EMPLOYMENT. A student and/or short-term employee would not be employed for the purpose of displacing or precluding the reemployment of a classified bargaining unit employee (Education Code Section 88017(c) (1). Employment of either full-time or part-time students in any college work-study program or in a work experience education program shall not result in the displacement of classified personnel or impair existing contract for services.

19.9 SENIORITY LIST. By February 1 of each year and sixty (60) days prior to the effective date of a layoff the District shall provide CSEA with an up-to-date seniority list and a list of reclassified positions using the 2014 CSEA Seniority Report as a baseline. The seniority list will be based on the following criteria:

19.9.1 All past and present classifications of all current employees will be included. Each classification shall include hours accumulated in that classification, in addition to hours accumulated in higher classifications as defined below.

19.9.2 The accumulation of hours for the seniority list will be based on hours in paid status during the calendar year. The number of hours accumulated for full-time (1.0 FTE) employees is 173.33 per month. The number of hours accumulated for full-time 12-month employees is 2080 for the entire calendar year. For less than full-time paid status, the number of hours accumulated will be prorated.

19.9.3 Employees working beyond their assigned FTE or beyond their contractual number of months will have those hours included in the calculation of accumulated hours. However, overtime hours are not included.

19.9.4 Classified employees who are appointed to classified management and confidential positions will remain on the seniority list in their previously held classified position(s) and continue to earn hours in the classified position(s) because they are still classified employees. However, classified employees who are appointed to faculty and academic management positions will remain on the seniority list in their previously held classified position(s), but will not continue to earn hours in the classified position(s).

19.9.5 When an employee's position is reclassified the seniority date shall be the first of the month following the date that the reclassification form was received in the Office of Human Resources. When two or more employees are reclassified to the same position on the same day, seniority in the newly reclassified position will initially be based on the individuals' hours in their immediately preceding classification.

19.9.6 Temporary work above classification hours are accumulated in the employee's permanent, contract position.

19.9.7 Temporary reassignment hours are accumulated in the employee's permanent, contract position and will be included back to the effective date of temporary reassignment if the employee is subsequently hired permanently into the temporarily reassigned position.

19.9.8 If two or more employees are hired on the same day into the same classification, seniority will initially be based on the individuals' accumulated hours with the District. New employees or employees with the same number of accumulated hours with the District shall have their seniority determined by lottery.

- 19.9.9** Any changes beyond those identified above require prior mutual agreement between the District and CSEA.
- 19.10 HEALTH BENEFITS.** To the extent permitted by the health insurance carrier, employees laid off shall be entitled to health benefits up to and including the last day for which the District has made payment for those benefits. Should an employee elect to continue his/her health insurance benefits, the employee will be responsible for the full cost of these benefits while on layoff status.
- 19.11 VACATION PAYOUT.** In the event of layoff and at the request of the affected employee, the District will pay the employee for all earned vacation days at the rate the employee would have received them had he/she been in paid status.
- 19.12 RETIREMENT.** Employees who are subject to or are in fact laid off may elect service retirement from PERS. Employees who elect retirement in lieu of layoff may be placed on a 39-month reemployment list and are eligible for reemployment should an appropriate position become available (see California Education Code, Section 88015).
- 19.13 NEGOTIATION.** The parties agree that, in the event of layoff, CSEA and the District will negotiate with regard to impending layoff and possible effects thereof, including the effects of reclassification on seniority.

DISCIPLINARY ACTION

Article 20

20.1 EXCLUSION PROCEDURE. Discipline shall be imposed upon bargaining unit employees pursuant to the California Education Code, Sections 88001–88003.

20.2 CAUSES FOR DISCIPLINARY ACTION. Among the causes which may be deemed sufficient for disciplinary action are the following:

20.2.1 Unauthorized or excessive absence from work

20.2.2 Conviction of a criminal act, including but not limited to:

1. A felony
2. Any crime involving moral turpitude and/or sex or narcotics offenses as defined in the California Education Code

20.2.3 Dishonesty

20.2.4 Disorderly conduct

20.2.5 Incompetency

20.2.6 Unsatisfactory Performance

20.2.7 Insubordination

20.2.8 The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (e.g., alcohol or other intoxicants), at any facilities under the control and use of the district, or reporting to work under the influence of such intoxicating substances.

20.2.9 Neglect of duty

20.2.10 Negligence or willful damage to district property

20.2.11 Violation of any lawful regulation

20.2.12 Falsification of any information supplied to the District

20.2.13 Abuse of illness leave privileges

20.2.14 Conduct unbecoming any employee in public service

20.2.15 Violation of the District's sexual harassment policy

20.3 DISCIPLINARY PROCEDURE.

20.3.1 Discipline shall be imposed on employees of the bargaining unit only for just cause. Disciplinary action is dismissal, demotion, or suspension for cause.

20.3.2 Discipline less than dismissal will be undertaken for corrective purposes only.

20.3.3 The District shall not initiate any disciplinary action for any cause alleged to have arisen more than two (2) years preceding the date that the District takes disciplinary action pursuant to the California Education Code, Section 88013. Nonetheless, conduct (including prior disciplinary action or evaluations) which occurred more than two years preceding the date the District takes disciplinary action may be relied upon to substantiate the appropriateness of the disciplinary action.

20.3.4 When the District seeks the imposition of discipline pursuant to this Article, notice of such proposed discipline ("Notice of intent") shall be made in writing and signed by the superintendent/president or senior administrator of human resources or designee and served in person or by registered or certified mail upon the employee. The Notice of intent shall indicate:

1. A statement of the specific acts and omissions upon which the proposed disciplinary action is based
2. A statement of the cause(s) for the proposed disciplinary action
3. A statement of the district rule or regulation alleged to have been violated by the employee, if applicable
4. Copies of all materials, if any, which support the charges. These materials may include, but are not limited to the following: copies of any documents, audio or video footage from any source, electric records, or communications.
5. A copy of this provision of the contract.
6. A statement of the action proposed to the Governing Board.
7. A statement that the employee has the option to attend a pre-disciplinary meeting (*Skelly* hearing) with or provide a written response to the *Skelly* Officer identified in the Notice of Intent. The employee has the right to consult with a representative prior to making a decision to attend a pre-disciplinary meeting (*Skelly* hearing) or provide a written response to the *Skelly* Officer.

A copy of any Notice of Intent shall be mailed to the CSEA representative upon request of the employee within two (2) working days excluding weekends and holidays after service on the employee.

The selected *Skelly* Officer shall be an employee of the District who has not ordered or worked on any portion of the "Notice of Intent." Furthermore, the *Skelly* Officer shall not be a supervisor of the employee for whom the District has provided the "Notice of Intent."

20.3.5 The *Skelly* Officer from the disciplinary meeting shall reach conclusion as to whether there are reasonable grounds to sustain, nullify, or modify the proposed discipline. If the *Skelly* Officer makes a recommendation to proceed with dismissal, suspension, or demotion, the employee shall be notified and given the opportunity to request a hearing regarding the charges. The recommendation shall include the following:

- a. A statement that the employee has a right to a hearing on such charge if demanded within five (5) working days after the employee receives notice.
- b. A form provided by the District, the signing and filing of which with the superintendent/president shall constitute a demand for hearing.
- c. A statement that the employee has a right to be represented by an attorney or other representative at the hearing.

If the District administrator makes a recommendation not to proceed with dismissal, suspension, or demotion, the employee has a right to be represented by an attorney or other representative at the hearing.

20.3.6 HEARING. Employees may appeal dismissal, suspension, or demotion by requesting in writing a hearing before the Governing Board of the District. The appeal of the notice of intended dismissal, suspension, or demotion must be filed with the superintendent/president within five (5) working days after receipt of the notice.

20.3.6(a) If the employee does not request a hearing within five (5) working days after receipt of the recommendation to proceed with dismissal, suspension, or

demotion, the recommendation shall be acted upon by the Governing Board. The decision of the Governing Board shall become final.

20.3.6(b) Upon timely receipt of a request for hearing for recommended dismissal, suspension, or demotion for cause, the Governing Board of the District shall order a hearing. The hearing will proceed using the procedures provided below.

1. The parties shall attempt to select a mutually acceptable arbitrator. If that occurs, no list of arbitrators need be obtained.
2. In the absence of such agreement, the parties shall request a list of seven (7) arbitrators with a background in public education from the California State Mediation and Conciliation Service.
3. The arbitrator shall be selected by alternately striking names from the list. The decision as to which party will strike first will be determined by coin toss.
4. During the hearing, the District will present its case first as the moving party and the one with the burden of proof. The parties may put on any form of evidence, including, but not limited to: testimony, documentary evidence or physical evidence. After the District rests its case, the employee may put on his/her case and the District may then put on any rebuttal evidence deemed appropriate as rebuttal evidence by the arbitrator.
5. At the conclusion of the hearing, the parties will set forth a timeline to submit their written case briefs to the arbitrator or agree to present oral closing arguments.
6. Once the hearing is completed and closing arguments are made, the hearing will be closed and no further evidence can be submitted unless otherwise mutually agreed. The arbitrator will then issue his/her advisory decision.
7. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have the ability to sustain, nullify, or modify the charges brought forth by the District.
8. The decision of the arbitrator shall be advisory to the Governing Board.
9. Prior to the Governing Board rendering its final decision, the employee shall be afforded the opportunity to submit a written response and/or to appear, in closed session, before the Governing Board, unless the employee requests to appear in open session to address the Board. The employee shall have the right to appear in person on his/her own behalf, with counsel, or such representation as is considered necessary and be heard in his/her defense.
10. The Governing Board will issue a final written decision within forty-five (45) days of receipt of the arbitrator's advisory decision. Should the Governing Board modify or reject the arbitrator's decision, the Governing Board shall include its reasoning in its final written decision.

20.3.6(c) The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's travel and subsistence expenses will be borne by the District if parties mutually agree to the selection of an arbitrator within thirty (30) working days

after receipt of the California Mediation and Conciliation Service Arbitrators' List. CSEA may be afforded additional time if necessary and requested prior to the expiration of the 30-day time period.

1. All other costs will be borne by the party incurring the costs.

20.3.6(d) CSEA shall not be liable for any and all arbitration costs for any employee who exercises his/her rights under Section 20.3.6 of this Article.

20.3.6(e) The findings and decision of the arbitrator on said appeal shall be submitted to the Governing Board which will render judgment to affirm, modify, or revoke the action appealed. The findings and decision of the Governing Board on said appeal shall be final and conclusive as to all parties.

20.3.6(f) If the Governing Board does not sustain the District's recommendation for dismissal, suspension, or demotion, the Governing Board shall order reinstatement with appropriate compensation from the time of dismissal, suspension, or demotion.

20.3.6(g) Once final, all dismissals and suspensions shall be without pay after the effective date thereof.

GRIEVANCE PROCEDURE

Article 21

21.1 DEFINITION. A grievance is an allegation by an employee or CSEA that a specific article or section of this Agreement has been violated. It is the intent of the parties to equitably resolve grievances at the lowest possible level. It is the intent of the parties to encourage an informal and confidential atmosphere in the resolution of the grievance. No reprisals of any kind will be taken by the District, CSEA, or by any member or representative of the administration of the college against any aggrieved person, any member of CSEA, or any other participant in the grievance procedure by reason of such participation.

21.2 GRIEVANCE COMMITTEE.

21.2.1 Purpose. The District affirms the right of CSEA to designate Grievance Committee members from among employees in the unit. It is agreed that CSEA in appointing such representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to solve grievances at the lowest management level.

21.2.2 Selection of the CSEA Grievance Committee Members. CSEA reserves the right to designate the method of selection of Grievance Committee members. CSEA shall notify the senior administrator of human resources or designee in writing of the names of the Grievance Committee members. If a change is made, the senior administrator of human resources or designee shall be advised in writing of such change.

21.2.3 A maximum of five (5) employees may serve on the Grievance Committee.

21.3 PROCEDURE.

21.3.1 Time Constraints. The number of working days indicated at each step herein should be considered a maximum, and effort must be made to expedite the process. If the District fails to respond to the grievance within the maximum number of days at any step, the grievant proceeds to the next step. Failure of the grievant to comply with the time limits or to attend scheduled meetings to discuss or consider the grievance shall be deemed a termination of the grievance with prejudice. Time limits may be extended by mutual written consent or due to unusual circumstances.

21.3.2 The employee shall be entitled to a CSEA representative of his/her choice at all grievance meetings. This person shall have gone through the CSEA job steward training or the equivalent.

21.3.3 There shall be an earnest effort on the part of the involved parties to settle grievances promptly through the steps listed below.

21.3.4 Timelines may be extended by mutual agreement between the appropriate administrator or designee and the appropriate Association representative, provided the request is made prior to the expiration of the stipulated timelines.

21.3.5 At any point of the grievance process the parties can mutually agree to submit the issue to the Labor Management Committee for resolution. Once submitted to the Labor Management Committee, the timelines are suspended until either party withdraws the issue

in writing from the Labor Management Committee. At that point the applicable timeline is resumed and the formal grievance process continues.

21.4 COMPLAINT/GRIEVANCE PROCEDURE.

21.4.1 Informal Level. Within twenty (20) working days following the date of the occurrence or non-occurrence of the event occasioned by the complaint, the complainant shall verbally submit his/her complaint to his/her immediate supervisor. The immediate supervisor shall respond to the complainant within seven (7) working days.

Formal Level.

21.4.2 Step 1. If the complaint is not resolved, as stated in 21.4.1, the complainant, within seven (7) working days following the date of the response, or non-response, shall file a formal written grievance with the complainant's immediate supervisor. The written statement shall contain a clear, concise statement of the grievance, the specific contract article(s) alleged to have been violated, the decision rendered at the informal level, and the specific remedy sought.

1. The supervisor shall communicate his/her decision to the grievant in writing within seven (7) working days from the date of receipt.

21.4.3 Step 2. In the event the grievance is not satisfied with the decision at Step 1, the grievant may appeal the decision in writing to the senior administrator of the unit within seven (7) working days following the issuance of the decision at Step 1.

1. The senior administrator of the unit shall consult with the Office of Human Resources upon receiving the grievance.
2. The appeal shall include a copy of the original (written) grievance, the decision rendered at Step 1, and a clear, concise statement of the reason(s) for the appeal.
3. The decision of the senior administrator of the unit shall be due within seven (7) working days following receipt of the appeal.
4. At the request of either party, a meeting with the grievant may be conducted within the seven (7) day period referred to above.
5. If a meeting is held, the decision of the senior administrator of the unit shall be due within seven (7) working days of the meeting.

21.4.4 Step 3. In the event the grievance is not satisfied with the decision at Step 2, the grievant may appeal the decision in writing to the superintendent/president within seven (7) working days following the issuance of the decision at Step 2.

1. The appeal shall include a copy of the original (written) grievance and the Step 2 appeal, the decisions rendered at Steps 1 and 2, and a clear, concise statement of the reason(s) for the appeal.

2. The decision of the superintendent/president shall be due within seven (7) working days following receipt of the appeal.
3. At the request of either party, a meeting with the grievant may be conducted within the seven (7) working day period referred to above.
4. If a meeting is held, the decision of the superintendent/president shall be due within seven (7) working days of the meeting.

21.4.5 Step 4. In the event that the grievance is not satisfied at Step 3, the grievant may within five (5) working days of the issuance of the Step 3 decision, request CSEA to submit the grievance to mediation. CSEA shall submit a request within five (5) working days to the senior administrator of human resources or designee for grievance mediation. Upon mutual agreement between the Association and the District, the parties shall submit the matter to grievance mediation through the services of the California State Mediation Service. The policies, timelines, and procedures set forth in the mediation process (established by the appropriate agency, and both parties at the time of mediation) will be adhered to in addressing the grievance. Settlement offers made in mediation will not be referred to in arbitration proceedings.

21.4.6 Step 5. In the event that the grievant is not satisfied with the decision at Step 4, the grievant may, within seven (7) working days of the issuance of the Step 4 decision, request CSEA to submit the grievance to arbitration (a copy of such request shall be sent to the District). CSEA may, within seven (7) working days after service of such request, give written notice to the superintendent/president of its intent to submit the grievance to arbitration.

1. The parties shall attempt to select a mutually acceptable arbitrator.
2. In the absence of such agreement, the parties shall request a list of seven (7) arbitrators with a background in public education from the California State Mediation and Conciliation Service.
3. If any questions arise as to the arbitrability of the grievance, such questions will be ruled upon first by the arbitrator.
4. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted.
5. The arbitrator, in rendering his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement.
6. The arbitrator's authority shall be limited to deciding only the issue or issues presented by the District and the grievant or the grievant's interpretation of the meaning or application of the language of this Agreement.
7. The decision of the arbitrator shall be advisory.
8. If the board rejects the arbitrator's decision, it will justify its rejection in writing by the next board meeting to the parties.

9. Administration will not participate in discussion of the arbitrator's decision in closed session.

21.4.7 The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's travel and subsistence expenses will be borne equally by the District and CSEA.

1. All other costs will be borne by the party incurring the costs.

21.4.8 If CSEA determines not to pursue the grievance beyond grievance mediation, then the grievance process is complete.

21.5 EMPLOYEE-PROCESSED GRIEVANCE. An employee covered by the Agreement may present a grievance directly and have such grievance adjusted without intervention of the CSEA Grievance Committee as long as the adjustment is not inconsistent with the terms of the Agreement. CSEA shall not be liable for any costs for any employee who exercises his/her rights under this section of this Article.

21.6 GRIEVANCE WITNESSES. The District shall make available for testimony in connection with the grievance procedure district employees whose appearance is required by the case. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay.

21.7 GRIEVANCE RELEASE TIME. The grievant shall not be entitled to prepare and write grievances during his/her regularly scheduled hours of work. Such action may lead to loss of pay.

21.8 GRIEVANCE PROCESSING DURING REGULAR WORKING HOURS. The grievant and the CSEA Grievance Committee shall be entitled to process a grievance during normal working hours with no loss of pay or benefits up to two (2) hours per week for each member.

21.9 SEPARATE GRIEVANCE FILE. Until adjudication is concluded, all materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file which shall be available for inspection only by the employee, the CSEA Grievance Committee, and those management and confidential employees involved in the grievance procedure. Four (4) years after adjudication is concluded, the file shall be shredded in toto. During the interim, the file will be sealed and opened only as a result of court action by the grievant.

HEALTH AND SAFETY

Article 22

- 22.1 DISTRICT COMPLIANCE.** The District agrees to provide safe and healthful working conditions. It further agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace health and safety, including but not limited to the following factors: personal safety, sanitation, ventilation, cleanliness, light, and noise levels. The District further agrees to comply with all federal, state, and local health and safety laws. The District shall, when required, and/or as appropriate, provide in-service training and related materials to bargaining unit employees. Where laws and/or regulations are in conflict or are vaguely stated, clarification of the U.S. Department of Labor shall be sought after due process, and its written decision shall be final.
- 22.2 NON-DISCRIMINATION.** Employees are obligated to report, any condition they deem unsafe to their immediate supervisor. Additionally, employees are required to complete the Hazardous or Unsafe Condition Report Form and submit it to the Health and Safety Committee, as soon as possible, without reprisal or discrimination. All such reports shall be reflected in the Health and Safety Committee minutes. The form is available at the following link www.chaffey.edu/public_safety/hazard_form.shtml.

SEVERABILITY

Article 23

- 23.1 SAVINGS CLAUSE.** If during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provisions of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 23.2 REPLACEMENT OF SEVERED PROVISION.** In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

NEGOTIATIONS

Article 24

- 24.1 RELEASE TIME FOR NEGOTIATIONS.** CSEA shall have the right to designate five (5) employees who shall be afforded release time for negotiations. Additionally, CSEA shall be afforded release time to prepare for negotiations as follows: one (1) hour of release time will be granted to prepare for negotiations sessions that are less than six (6) hours in duration on a single day; two (2) hours of release time will be granted to prepare for negotiations sessions that are scheduled for six (6) or more hours on a single day. Other employees officially designated and agreed to by the negotiating teams shall be afforded appropriate release time. Any additional release time under this provision must be approved in advance by the Director of Human Resources or his/her designee.
- 24.2 SUCCESSOR AGREEMENT.** Each party shall have the right to commence negotiations on the first working day in January of the year this agreement expires. Negotiations shall commence under this Section within five (5) working days after fulfillment of the public notice requirements. The terms and conditions of this Agreement will remain in full force and effect during such negotiations.
- 24.3 RATIFICATION OF ADDITIONS OR CHANGES.** Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- 24.4 AGREEMENT OF PARTIES.** This Agreement contains the entire agreement between the parties. This Agreement shall be the working agreement between the District and CSEA until such time as this Agreement is superseded by a new contract.

CONCERTED ACTIVITIES

Article 25

For the duration of this Agreement, CSEA and its employees agree that it shall not call, sanction, incite, encourage, participate in any strike, walkout, slowdown, speedup, sick out, or other work stoppage. The employer agrees for the duration of this Agreement that it shall not cause or engage in a lock-out.

RECLASSIFICATION

Article 26

- 26.1 PURPOSE.** The College is a dynamic entity and, as such, a process must be in place that provides an opportunity for adjustment to jobs in order to meet the legitimate needs of the College. As defined in California Education Code 88001, reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position. If an employee believes his/her duties have gradually increased, the employee may submit a request for reclassification to determine if reclassification or inconsistent duty pay (as defined in Article 18) is warranted. In addition, newly formed positions shall be reviewed consistent with this Article.
- 26.2 SUBMISSION PROCESS.** Requests for reclassification are to be made on the designated form (see Appendix G). Requests shall be submitted between January 1 and April 30 of any calendar year. Permanent bargaining unit members may submit requests for reclassification no more than once in an eighteen (18)-month period from the time a determination was made regarding the request.
- 26.3 REVIEW PROCESS.** The process set forth herein will provide for positions to be reviewed when it can be demonstrated that there has been a significant change(s) in duties, responsibilities and accountability. The change(s) must be documented by the employee, reviewed by his/her immediate supervisor, and forwarded to the Office of Human Resources. Upon receipt of the request, the Office of Human Resources will forward a copy of the reclassification request to the CSEA President or designee.

The Office of Human Resources shall forward the reclassification request to a third-party classification consultant. The consultant, after analysis of the request and appropriate interviews, shall provide simultaneously the District and the Association a report of the findings and recommendations, including an explanation of how the conclusion was determined. The report shall indicate whether the employee is performing additional duties and responsibilities and, if so, the time spent performing them. The Association shall provide a copy of the report to the employee. If the employee believes the review includes inaccurate and/or incomplete information, the employee may, within ten (10) working days, submit a written statement to the CSEA President identifying the correction(s). The CSEA President or designee and the Director of Human Resources or designee will then meet to review the proposed corrections and determine if further analysis by the consultant is warranted prior to reaching a determination.

- 26.4 DETERMINATION.** The Director of Human Resources or designee and the CSEA President or designee ("the parties") shall meet to review the consultant's report and make a determination. If the parties reach agreement, such determination shall be conclusive.

If the parties do not agree with the consultant's recommendation, and the disagreement cannot be resolved, a second classification consultant, identified by the Labor Management Committee, will be contracted. The second consultant shall review the reclassification request; the original consultant's report whose name shall be redacted; the employee's written statement (if applicable); and any other documentation the second consultant identifies as necessary for the review. Upon completion of this review, the second consultant shall issue a recommendation which will be adopted as the final determination.

Upon mutual agreement by the parties, a review of other classifications that are directly or indirectly affected by the proposed changes to the classification may be conducted.

- 26.4.1** If additional duties and responsibilities are being performed at a higher level and if the District determines the need to be permanent, the Director of Human Resources or designee and the CSEA President or designee shall determine the appropriate salary, title, and position description. When the position is reclassified, the incumbent shall be placed at his/her current step on the new range of the salary schedule. The effective date of the reclassification shall be the first of the month following the date the reclassification form is received in the Office of Human Resources. An incumbent will at no time be expected to reapply for his/her reclassified job/position.
- 26.4.2** If additional duties and responsibilities are being performed that are not at a higher level but do not reasonably relate to those outlined in the position description and the District determines the need to be permanent, the Director of Human Resources or designee and the CSEA President or designee shall determine the appropriate salary, title, and position description.
- 26.4.3** If additional duties and responsibilities are being performed that do not reasonably relate to those outlined in the position description and the District determines the need to be temporary, the Director of Human Resources or designee and the CSEA President or designee shall refer to Article 18.
- 26.4.4** If additional duties and responsibilities are being performed that reasonably relate to those outlined in the position description, no salary adjustment will be made. However, if modifications to title and/or position description are warranted, they will be negotiated.
- 26.5** **CONCLUSION:** At the conclusion of the process, the employee will be provided written notification of the determination.

LABOR/MANAGEMENT COMMITTEE

Article 27

- 27.1 FORMATION.** Throughout the life of this contract, in order to maintain effective communication and enhance positive mutual interaction, a joint labor management committee is hereby formed. The activities of this committee shall not supersede the activities of the Grievance, Benefits, or Negotiating committees.
- 27.2 COMPOSITION.** The composition of the committee will consist of six (6) members three (3) appointed by CSEA and three (3) appointed by the District.
- 27.3 EX-OFICIO MEMBERS.** The senior administrator of human resources and the state labor relations representative for CSEA will serve as ex-officio members of the committee and with the understanding that the committee may request their attendance for information reasons at any time.
- 27.4 ATTENDANCE.** Bargaining unit members shall be entitled to serve on the committee during normal working hours without loss of pay or benefits.
- 27.5 SCHEDULE.** The Labor/Management Committee shall meet on a monthly basis.

NEW EMPLOYEE ORIENTATION

Article 28

28.1 SUBMISSION OF EMPLOYEE INFORMATION

28.1.1 A “newly hired employee” or “new hire” means any employee, whether permanent employees, temporary, full-time or part-time, hired by District and who is still employed as of the date of the new employee orientation and will be assigned to the CSEA bargaining unit. It also includes employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this Article only, the “date of hire” is the date upon which the employee’s employment status changed such that the employee was placed in the CSEA bargaining unit.

28.1.2 The District shall provide CSEA electronically via a secure process or hard copy, within 30 days of a “new hire”, the following information on file with the District. This contact information shall include the following items, with each item provided as a separate field:

- a. First Name
- b. Middle Initial
- c. Last Name
- d. Suffix (e.g. Jr., III)
- e. Job Title
- f. Department
- g. Primary Work Location
- h. Work Telephone Number
- i. Home Telephone Number
- j. Personal Cellular Telephone Number
- k. Personal Email Address
- l. Street Address
- m. City
- n. State
- o. Zip
- p. Hire Date
- q. Employee ID Number

Any request for exclusion must be submitted in writing to the Office of Human Resources and shall be administered consistent with law.

28.1.3 On or before the 30th of the months of January, May, and September, the District shall provide to CSEA electronically via a secure process or hard copy, the following information on file with the District regarding all members of the CSEA bargaining unit, with each item provided as a separate field:

- a. First Name
- b. Middle Initial
- c. Last Name
- d. Suffix (e.g. Jr., III)
- e. Job Title
- f. Department
- g. Primary Work Location

- h. Work Telephone Number
- i. Home Telephone Number
- j. Personal Cellular Telephone Number
- k. Personal Email Address
- l. Street Address
- m. City
- n. State
- o. Zip
- p. Hire Date
- q. Employee ID Number

Any request for exclusion must be submitted in writing to the Office of Human Resources and shall be administered consistent with law.

28.2 CSEA PARTICIPATION IN EMPLOYEE ORIENTATION

- 28.2.1** “New employee orientation” means the on-boarding process of a newly hired 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.
- 28.2.2** The District shall provide CSEA mandatory access to its new employee orientations, which shall be conducted quarterly. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer’s operations that was not reasonably foreseeable.
- 28.2.3** CSEA shall have either as many hours and as many representative as other classified employee groups, or one (1) hour of paid release time for one (1) CSEA representative, whichever is greater, the timing of which shall be determined at the District’s discretion. This release time shall not be counted against the total release time contained elsewhere in the Collective Bargaining Agreement.
- 28.2.5** The District shall include the CSEA membership application during the Human Resources new hire process. CSEA shall provide the District either an electronic link or hard copy application.
- 28.2.6** The orientation session shall be held on District property during the workday of the employee, who shall be on paid time.

REMOTE WORK

Article 29

This Article incorporates the MOU previously agreed to by CSEA and the District on August 13, 2019.

- 29.1 QUALIFICATION.** Requests by classified employees to work remotely will be initiated by the employee, reviewed by CSEA, and subject to approval by the District on a case-by-case basis.
- 29.2 CONSIDERATION.** The District will consider requests for temporary remote work assignments for classified employees who have unique circumstances that require them to temporarily relocate to a location that is at least 200 miles from the employee's assigned work location. When considering an employee's request to temporarily work remotely, the District will also consider, but will not be limited to, the following factors: a) the uniqueness of the circumstances requiring the employee to work remotely; b) whether the employee's regular job functions, as outlined in the job description, can be performed remotely; c) whether the employee has consistently received satisfactory performance evaluations; and d) whether the employee has been disciplined within the past two (2) years or is currently subject to a proposed disciplinary action. The District shall also consider the needs of the District in making its determination.
- 29.3 TERMS AND CONDITIONS**
- 29.3.1** The employee will continue to perform his/her regular work functions as outlined in his/her job description and will work his/her approved work schedule while on the temporary remote work assignment.
- 29.3.2** The duration of the temporary remote work assignment shall be set forth by the District in the District's notice of approval of the request. Unless the District grants an extension of the temporary remote work assignment, the employee shall return to her/his normal work duties on-site at the District within ten (10) working days after this agreement expires, or upon the date mutually agreed to by the employee and the District.
- 29.3.3** The employee shall notify the District, within twenty (20) calendar days, if he or she no longer needs to work remotely during the course of this agreement. Once the employee notifies the District that he or she no longer needs to work remotely, he or she shall return to his/her normal work duties and schedule on-site at the District within ten (10) working days or upon the date mutually agreed to by the employee and District.
- 29.3.4** The District shall notify CSEA in writing prior to making any additions or changes to the employee's temporary remote work Agreement. In the case of cancellation, the employee shall be given thirty (30) days' written notice. The employee is required to return to work onsite within ten (10) working days after this Agreement has been cancelled or upon a date mutually agreed to by the employee and the District.
- 29.3.5** The District may require that the employee on the temporary remote work assignment travel to the District once each quarter, at the employee's expense, the times and dates to be mutually agreed upon by the employee and the District. Whenever possible, all meetings involving the employee will be conducted electronically (e.g. video-conference).
- 29.3.6** The employee on the temporary remote work assignment shall enroll in the District's medical plan that covers out-of-area medical benefits. The employee must pay any premium or additional costs charged to employees enrolled in the out-of-area health

insurance plans.

- 29.3.7** Alternatively, an employee may decline the District's medical plan and enroll in a non-District medical plan. To the extent authorized by the JPA and insurance carriers, the District will reimburse the monthly premium cost up to the District's present CSEA Kaiser health care plan for the duration of the temporary remote work assignment. This payment shall be used solely for the purpose of obtaining a health care plan in the remote location. The employee shall provide monthly evidence to Human Resources of the paid premiums. In the event that the temporary remote work assignment is cancelled, ends, or the employee no longer has a need to work remotely, the District is no longer responsible for paying to the employee the monthly premium cost up to the District's present CSEA Kaiser health care plan contribution.
- 29.3.8** District approval of a temporary remote work assignment does not create any contractual employment rights or obligations other than allowing the employee to work remotely during the time period identified in this agreement.
- 29.3.9** If the employee's employment ends with the District during the time period set forth in this agreement, this agreement shall immediately become void.
- 29.3.10** District approval of a temporary remote work assignment does not impact the District's ability to assign work, supervise, evaluate, discipline, transfer, lay off, or release the employee through the terms and processes set forth in the District-CSEA Collective Bargaining Agreement, the Education Code, or District Policies.
- 29.3.11** While on a temporary remote work assignment, the employee will continue to have the ability to file grievances per Article 21 of the Collective Bargaining Agreement (CBA). However, the employee or CSEA cannot file a grievance regarding the District's decision not to grant a request to work remotely.
- 29.3.12** The employee will continue to be eligible for coverage under the District's current workers' compensation coverage set forth in the Districts Collective Bargaining Agreement.

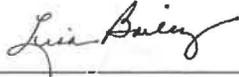
DURATION
Article 30

30.1 LENGTH OF AGREEMENT. This Agreement shall become effective on July 1, 2020 and shall continue in effect up to and including June 30, 2023.

30.2 Signed and entered into this 25th day of February 2021.

CHAFFEY COMMUNITY COLLEGE DISTRICT

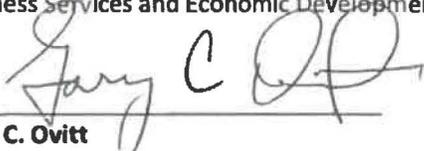
CSEA, CHAPTER 431



Lisa Bailey
Associate Superintendent
Business Services and Economic Development



Monica Han
Chief Negotiating Officer, CSEA Chapter 431



Gary C. Ovitt
President, Governing Board



Salomon Acosta
Member, CSEA Chapter 431


Lee McDougal (Mar 8, 2021 07:19 PST)

Lee C. McDougal
Vice President, Governing Board



Gary Carman
Member, CSEA Chapter 431


Kathleen Brugger (Mar 8, 2021 15:15 PST)

Kathleen Brugger
Clerk, Governing Board



Elyna Carranza
Member, CSEA Chapter 431


Deana Olivares-Lambert (Mar 8, 2021 15:34 PST)

Deana Olivares-Lambert
Member, Governing Board



Corinthia Crawford
Member, CSEA Chapter 431


Gloria Negrete McLeod (Mar 8, 2021 11:28 PST)

Gloria Negrete McLeod
Immediate Past President, Governing Board



Noah Snyder
Labor Relations Representative

APPENDIX A
Dues Schedule Chart

Effective October 1, 2017

Section 1. ANNUAL PER CAPITA DUES

- A. The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first \$2,450 \$3,150 of monthly gross salary (exclusive of overtime but including longevity, professional growth, and anniversary increments), but shall not exceed a maximum assessment of \$472.50 annually, in accordance with procedures set forth below.

Local chapters may assess additional local dues as authorized within their Constitutions.

- B. The monthly deductions (at the rate set forth in paragraph (A) above), shall commence in August of each year and continue through the following July, or until a maximum of \$472.50 has been deducted during said twelve-month period.

California School Employees Association - Constitution and Bylaws and Standing rules.

APPENDIX B

CLASSIFICATION PLACEMENT ON SALARY SCHEDULE

Position Title	Range on Schedule
Accompanist/Music Program Technician	20
Accountant	29
Accounting Specialist	24
Accounting Technician	17
Administrative Assistant I	13
Administrative Assistant II	18
Admissions/Records Coordinator	27
Alternate Media Technical Specialist	33
Assistant Curator	17
Athletic Eligibility Specialist	18
Bookstore Accounting Assistant	11
Bookstore Associate	3
Bookstore Buyer	20
Bookstore Coordinator	17
Bookstore Merchandise Buyer	20
Bookstore Specialist	15
Broadcast & Cinema Specialist	27
Buyer	20
Campus Police Officer	23
Campus Store Assistant Buyer	15
Cashier's Office Coordinator	27
Catalog/Schedule Coordinator	20
Clinical Health Assistant	17
Community Relations Specialist	25
Computing Services Specialist	22
Costume Technician	15
Counseling Office Coordinator	27
Curriculum Specialist	20
Data & Records Assistant	9
Data Center Administrator	45
Delivery Driver	5
Digital Media Lab Specialist	27
Distance Education Support Assistant	18
Distance Education Support Specialist	27
DPS Support Generalist	20
Educational Program Assistant	20
Educational Services Generalist	15
Educational Services Specialist	20
Energy Management Systems Technician	30
Facility Maintenance Attendant	7 (Range 8 effective 07/01/2022)
Facilities Specialist/Buyer	20

APPENDIX B – continued

CLASSIFICATION PLACEMENT ON SALARY SCHEDULE

Position Title	Range on Schedule
Financial Aid Advisor	15
Financial Aid Coordinator	27
Financial Aid Specialist	17
Foundation Coordinator	27
Foundation Scholarship Specialist	15
General Maintenance Mechanic	15
Grant Generalist	16
Graphic Artist	25
Grounds Maintenance Attendant	11
Help Desk Coordinator	20
Instructional Assistant I	5
Instructional Assistant II	9
Instructional Assistant III	13
Instructional Assistant IV	19
Instructional Computer Lab Coordinator	22
International Student Services Coordinator	27
Library Clerk I	5
Library Clerk II	9
Library Technician I	11
Library Technician II	13
Marketing Support Specialist	20
Network Server Administrator	40
Network Technology Analyst	45
Network Technology Technician	35
Nutrition Specialist	15
Outreach Specialist	13
P.E./Athletic Equipment Attendant	11
Payroll Technician	20
Performing Arts/Box Office Technician	13
Photography Specialist	27
Plant Maintenance Mechanic	28
Pool Maintenance/Equipment Attendant	15
Printing Generalist	17
Program Assistant	13
Programmer Analyst	43
Public Information Clerk	7
Public Information Specialist	25
Purchasing/Warehouse Assistant	11
Research Analyst	33
Research and Policy Specialist	30
Research Specialist	30

APPENDIX B – continued

CLASSIFICATION PLACEMENT ON SALARY SCHEDULE

Position Title	Range on Schedule
Science Lab Technical Specialist	29
Senior Accounting Technician	19
Senior Research Analyst	40
Software Application Support Specialist	30
Stage Technician	22
Student Career Specialist	20
Student Life Coordinator	20
Student Success Specialist	20
Studio Arts Technician/Museum Preparator	22
Success Center Specialist	20
System Administrator	45
Systems Specialist	33
Technical Specialist, Visual & Performing Arts	33
Technical Support Specialist	33
Technical Support Specialist II	35
Theatre Coordinator	24
Transcript Evaluator	22
Upward Bound Advisor	17
User Trainer & Support Specialist	27
Warehouse/Distribution Assistant	11
Warehouse Specialist	17
Web Developer	38
Workforce Development Generalist	7
Workforce Research Analyst	33

APPENDIX C
CHAFFEY COLLEGE CSEA SALARY SCHEDULE - EFFECTIVE July 1, 2020

Monthly

Range	Steps							
	A	B	C	D	E	F	G	H
1	2713	2849	2990	3140	3298	3462	3636	3816
2	2781	2919	3065	3219	3381	3549	3726	3913
3	2850	2991	3142	3299	3464	3639	3820	4011
4	2921	3067	3221	3382	3551	3728	3915	4110
5	2996	3144	3302	3466	3641	3822	4013	4213
6	3068	3222	3384	3552	3730	3917	4113	4319
7	3145	3304	3469	3643	3824	4016	4215	4427
8	3224	3386	3554	3732	3919	4116	4321	4537
9	3305	3470	3646	3827	4018	4218	4429	4651
10	3387	3556	3735	3921	4118	4323	4540	4768
11	3472	3646	3829	4020	4222	4433	4654	4887
12	3560	3737	3923	4120	4326	4543	4770	5009
13	3648	3831	4022	4224	4435	4656	4889	5134
14	3739	3927	4124	4329	4546	4774	5012	5262
15	3833	4024	4226	4437	4659	4892	5136	5393
16	3929	4126	4333	4548	4777	5014	5265	5528
17	4026	4230	4439	4662	4895	5139	5396	5667
18	4128	4335	4550	4779	5017	5268	5532	5808
19	4232	4444	4665	4899	5142	5398	5670	5953
20	4338	4555	4782	5019	5270	5536	5811	6103
21	4446	4668	4902	5146	5403	5673	5958	6255
22	4557	4784	5023	5273	5539	5816	6107	6411
23	4671	4905	5149	5407	5676	5961	6259	6572
24	4787	5027	5278	5541	5819	6111	6415	6736
25	4907	5153	5409	5680	5964	6262	6576	6904
26	5029	5281	5545	5822	6114	6418	6740	7077
27	5156	5413	5684	5967	6266	6579	6908	7254
28	5284	5548	5825	6117	6422	6744	7082	7436
29	5416	5688	5970	6270	6584	6914	7258	7621
30	5552	5829	6120	6427	6747	7085	7440	7812
31	5690	5975	6274	6587	6917	7261	7625	8006
32	5832	6123	6431	6750	7089	7444	7816	8207
33	5980	6277	6592	6922	7266	7630	8011	8412
34	6127	6435	6755	7092	7448	7821	8212	8622
35	6280	6596	6925	7272	7634	8017	8416	8838
36	6438	6760	7099	7453	7825	8216	8627	9058
37	6599	6930	7275	7639	8022	8422	8843	9285
38	6765	7103	7458	7830	8223	8633	9064	9516
39	6933	7279	7643	8026	8427	8848	9290	9755
40	7107	7462	7834	8227	8637	9070	9523	10000
41	7284	7646	8032	8432	8855	9295	9761	10250
42	7467	7841	8232	8643	9074	9528	10006	10506
43	7654	8036	8437	8859	9302	9767	10256	10768
44	7844	8236	8648	9080	9535	10012	10512	11037
45	8040	8443	8863	9307	9773	10261	10773	11313

CHAFFEY COLLEGE CSEA SALARY SCHEDULE - EFFECTIVE July 1, 2021

(Reflects a 5.07% COLA Increase)

Monthly

Range	Steps							
	A	B	C	D	E	F	G	H
1	2851	2993	3142	3299	3465	3638	3820	4009
2	2922	3067	3220	3382	3552	3729	3915	4111
3	2994	3143	3301	3466	3640	3823	4014	4214
4	3069	3222	3384	3553	3731	3917	4113	4318
5	3148	3303	3469	3642	3826	4016	4216	4427
6	3224	3385	3556	3732	3919	4116	4322	4538
7	3304	3472	3645	3828	4018	4220	4429	4651
8	3387	3558	3734	3921	4118	4325	4540	4767
9	3473	3646	3831	4021	4222	4432	4654	4887
10	3559	3736	3924	4120	4327	4542	4770	5010
11	3648	3831	4023	4224	4436	4658	4890	5135
12	3740	3926	4122	4329	4545	4773	5012	5263
13	3833	4025	4226	4438	4660	4892	5137	5394
14	3929	4126	4333	4548	4776	5016	5266	5529
15	4027	4228	4440	4662	4895	5140	5396	5666
16	4128	4335	4553	4779	5019	5268	5532	5808
17	4230	4444	4664	4898	5143	5400	5670	5954
18	4337	4555	4781	5021	5271	5535	5812	6102
19	4447	4669	4902	5147	5403	5672	5957	6255
20	4558	4786	5024	5273	5537	5817	6106	6412
21	4671	4905	5151	5407	5677	5961	6260	6572
22	4788	5027	5278	5540	5820	6111	6417	6736
23	4908	5154	5410	5681	5964	6263	6576	6905
24	5030	5282	5546	5822	6114	6421	6740	7078
25	5156	5414	5683	5968	6266	6579	6909	7254
26	5284	5549	5826	6117	6424	6743	7082	7436
27	5417	5687	5972	6270	6584	6913	7258	7622
28	5552	5829	6120	6427	6748	7086	7441	7813
29	5691	5976	6273	6588	6918	7265	7626	8007
30	5833	6125	6430	6753	7089	7444	7817	8208
31	5978	6278	6592	6921	7268	7629	8012	8412
32	6128	6433	6757	7092	7448	7821	8212	8623
33	6283	6595	6926	7273	7634	8017	8417	8838
34	6438	6761	7097	7452	7826	8218	8628	9059
35	6598	6930	7276	7641	8021	8423	8843	9286
36	6764	7103	7459	7831	8222	8633	9064	9517
37	6934	7281	7644	8026	8429	8849	9291	9756
38	7108	7463	7836	8227	8640	9071	9524	9998
39	7285	7648	8031	8433	8854	9297	9761	10250
40	7467	7840	8231	8644	9075	9530	10006	10507
41	7653	8034	8439	8860	9304	9766	10256	10770
42	7846	8239	8649	9081	9534	10011	10513	11039
43	8042	8443	8865	9308	9774	10262	10776	11314
44	8242	8654	9086	9540	10018	10520	11045	11597
45	8448	8871	9312	9779	10268	10781	11319	11887

APPENDIX C
CHAFFEY COLLEGE CSEA SALARY SCHEDULE - EFFECTIVE July 1, 2022

Monthly

Range	Steps							
	A	B	C	D	E	F	G	H
1								
2								
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Salary Schedule to be determined upon confirmation of COLA effective 7/1/22, plus 1% increase



PROFESSIONAL GROWTH INITIATIVE
ACTIVITY PLAN

In accordance with Article 16 of the District/CSEA agreement and the District procedures, this form must be completed prior to engaging in an activity that will lead to the Professional Growth Initiative allowance. In completing this form, the employee shall follow the Professional Growth Guidelines.

ACTIVITY DESCRIPTION

Employee Name _____ Employee Number _____

[] Alternative Work Schedule Attached (if applicable)

Professional Organization or Institution _____

[] Student Educational Plan Attached

OR

[] Title of Course, Workshop or Activity _____

Supervisor Use Only (initial one)
[] Approved [] Approved with exception (exception noted below) [] Denied
Sem. Qtr. Activ. Unit Unit Hrs. No. Explanation/Justification
(choose one) (attach appropriate documentation)
Supervisor Use Only (initial one) Approve Deny

SIGNATURES/APPROVALS (MUST BE OBTAINED PRIOR TO THE START OF ACTIVITY)

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

Reason for Denial (If applicable) _____

Vice President Signature _____ Date _____

[] Approve [] Deny Reason for Denial (If applicable) _____

VERIFICATION OF COMPLETION

I certify that the number of units identified in the check box below have been successfully completed as indicated on the attached documentation (letter, certificate, transcript).

[] 15 units completed Employee _____ Date _____

[] 30 units completed Employee _____ Date _____

[] 45 units completed Employee _____ Date _____

[] 60 units completed Employee _____ Date _____

Filed in the employee's personnel file by _____ Date _____



PROFESSIONAL GROWTH INITIATIVE GUIDELINES

Reference: Article 16 of the CSEA agreement. The request form may be copied from the last page of the CSEA agreement.

Employees who are interested in participating in the Professional Growth Initiative shall follow the instructions for completing and submitting the Professional Growth Initiative Activity Plan as outlined below.

Instructions for completing the Professional Growth Initiative Activity Plan:

- Employee Name – Please use your name as it is recorded in Human Resources, not a nickname.
- Employee Number – Use your Colleague ID number.
- Alternative Work Schedule – If the class is being held during your work hours and an adjustment in your work schedule is required, a preapproved Alternative Work Schedule Request form must be attached.
- Professional Organization or Institution – Enter the name of the professional organization or institution where the activity is to occur.
- Check Student Education Plan box if applicable OR go to the following section.
- Title of Course, Workshop, or Activity – Check box, enter the title of the course (for example, Engl 1B, Advanced Composition and Critical Thinking), workshop, or activity and attach supporting documentation, such as course, workshop, or activity description, as appropriate.
 - Number of Units or Hours Check the appropriate box and indicate the number of units or hours.
 - Explanation/Justification – Use this section as an explanation, such as, “units towards a bachelor’s degree in Business Administration” or “units towards a certificate in Network Administration,” or “work-related coursework.”
- Employee signature is required **prior** to submitting the form to the supervisor.
- Supervisor signature is required **prior** to the start of the professional growth activity.
- Vice president signature is required **prior** to the start of the professional growth activity.
 - In the event the first-level manager denies the plan, the reason shall be stated on the form and then forwarded to the vice president. In the event the vice president denies the plan activity, the reason shall be stated on the form and then returned to the employee.

Instructions for submitting the Professional Growth Initiative Activity Plan:

- Upon completion of the Professional Growth Initiative Activity Plan form according to the guidelines above, it shall be submitted by the employee to Human Resources.
- Human Resources staff will date stamp, log, and review for completion. The employee will be notified if any other materials are needed.
- The Professional Growth Initiative Activity Plan form is returned to the employee and a copy is retained in Human Resources. The employee retains the original completed forms until fifteen (15) semester units have been completed.
- Upon the completion of fifteen units, the employee shall check and initial the appropriate Verification of Completion box indicating the number of units and submit with *official* transcripts, letters, or certificates to Human Resources. In accordance with Article 16, section 16.2.6, Human Resources shall initiate the appropriate salary adjustments.

SECTION II – TO BE COMPLETED BY SUPERVISOR (use additional sheets if necessary)

1. Please review the employee’s listing of significant changes and provide a response below:

2. Additional comments (optional):

I certify that the statements made herein are accurate and complete.

Supervisor Signature: _____

Date: _____

UPON COMPLETION, SUPERVISOR SHALL RETURN ORIGINAL COPY
TO EMPLOYEE FOR SUBMITTAL TO THE OFFICE OF HUMAN RESOURCES.

Supervisor Evaluation
Classified Employee Evaluation Form

Evaluation procedures are outlined in Article VII of the collective bargaining agreement between CSEA and the District.

Please check either: Probationary Evaluation
 4 months 8 months 12 months
or one of the following: Permanent Evaluation
 Re-evaluation (1st 2nd)
 Special Evaluation

Employee Name	Colleague ID#	Department
Evaluation Period (From/To)	Position	

1 = Unsatisfactory (*below minimum standards*) 2 = Needs Improvement 3 = Satisfactory (*average to excellent*)

PERFORMANCE INDICATORS	1	2	3
1. Attendance/Punctuality: Attends work regularly and on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Interpersonal Behavior: Uses a professional demeanor in the workplace. Works cooperatively and effectively with staff, students, and/or the public, in person and on the telephone.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Teamwork: Works collaboratively with others and contributes to the improvement of work processes and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Organization: Organizes, sets priorities, plans work, and utilizes time effectively. Follows through with assigned tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Communication: Writes, speaks, and listens with skill required to perform duties effectively and efficiently.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Technology: Effectively operates required tools/equipment of the job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Flexibility: Accepts new ideas and/or procedures, and takes advantage of additional training/education opportunities, when offered. Performs other job related tasks as assigned willingly, timely, and effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Productivity: Work product/assignment (end result) reflects high quality. Work product is accurate, reliable, presentable, thorough, and reflects job knowledge.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Decision-Making: Makes timely and reasonable decisions within scope of assigned responsibility, and takes necessary and appropriate action, even in stressful situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Safety: Complies with established safety policies and practices.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Adherence: Follows the supervisor's directives/instructions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PERFORMANCE NARRATIVE

Areas of strength in job performance during the past evaluation period.	
Areas requiring improvement.	
Additional Comments.	

EVALUATION TYPE, check one: PROBATIONARY PERMANENT RE-EVALUATION SPECIAL
(1st 2nd)

OVERALL EVALUATION, check one: UNSATISFACTORY NEEDS IMPROVEMENT SATISFACTORY

Note to Supervisor: If the overall evaluation is marked "Needs Improvement" or "Unsatisfactory", then an Improvement Plan must be attached.

Employee Signature

Date

Supervisor Signature

Date

This evaluation was completed, check one: On Time Late

If late, please provide an explanation below.

Supervisor Signature

Date

A copy of the evaluation will be placed in the employee's personnel file. The employee shall have a right to have attached written comments rebutting any comments made in the evaluation. In order for the employee's written rebuttal comments to be attached, such comments must be received by Human Resources within twenty (20) working days of receipt of the evaluation.