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# AGREEMENT

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California School  
Employees Association  
and Its Citrus College  
Chapter 101  
and  
Citrus Community  
College District

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**January 1, 2021  
through  
December 31, 2023**

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## **PREAMBLE**

The purpose of this Agreement is to foster full communication between classified employees and the District in matters relating to wages, hours, and other terms and conditions of employment; and to further promote mutual respect between classified employees and the District to insure fair treatment of classified employees and promote harmonious relations between all parties.

***NOTE: The Preamble of this Agreement cannot be grieved.***

## ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

### Definitions

**Unit member** is any classified employee who is employed on a regular basis, including categorically-funded employees.

- 1.1 This Agreement is made and entered into by and between the Board of Trustees of the Citrus Community College District, hereinafter referred to as the "District", and the California School Employees Association and its Citrus Community College District Chapter #101, hereinafter referred to as "CSEA."
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code, State of California.
- 1.3 The District recognizes CSEA as the exclusive representative for all classified employees.
- 1.4 The classified bargaining unit shall consist of:
  - A) Included: All classified employees in the classifications listed on the Citrus College Classified Employee Classifications & Ranges (Appendix A), which is attached hereto and by reference is incorporated as a part of this Agreement.
  - B) Excluded: Student employees of the District.  
Academic employees of the District.  
Confidential employees of the District.  
Supervisory employees of the District.  
Child Development Center permit teachers.  
Child Development Center specialists.  
Child Development Center nurses.  
Management team employees of the District.  
Short-term, substitute, temporary, or hourly employees of the District.
- 1.5 The District agrees that if, subsequent to this Agreement it creates any new classification(s), which by the nature of the duties should reasonably be assigned to the classified bargaining unit, it shall notify the CSEA President, in writing, of its action:
  - A) Describing each classification(s) created.
  - B) Stating number of positions.
  - C) Indicating whether the new classification(s) is a part of the Citrus College Classified Employee Classifications & Ranges (Appendix A) or excluded there from.
- 1.6 CSEA may, within ten (10) working days of such notification, contest any assignment made by the District to include or exclude such classification(s) and position(s) into or from the classified bargaining unit, and in such case the District agrees to meet with CSEA to reach agreement.
- 1.7 If the parties fail to reach agreement on the issues in Article 1.4 and 1.5, the matter may be submitted to the Public Employment Relations Board, hereinafter referred to as "PERB," by either party, as a change in unit certification according to the rules of PERB.
- 1.8 The scope of representation shall include matters relating to wages, hours of employment, and all other terms and conditions of employment. Nothing herein may be construed to limit the right of the District to consult with CSEA, nor the right of CSEA to consult with the District on any matter outside the scope of representation.
- 1.9 Any agreement arrived at, through consultation, shall be reduced to writing and shall be embodied in this Agreement, as an addendum, and shall be binding on both parties.

## **ARTICLE 2 – ORGANIZATIONAL SECURITY**

### **Check Off**

- 2.1 CSEA shall have the sole and exclusive right to have membership dues and service fees deducted, by the District, for unit members, in the classified bargaining unit.

### **Dues Deduction**

- 2.2 Each unit member shall file a dues authorization form with the District and the District shall deduct, in accordance with CSEA's Dues Schedule (Appendix C), as required by CSEA, dues from the wages of all unit members, in the classified bargaining unit, for the duration of this Agreement.
- 2.3 The District shall deduct dues in accordance with CSEA's Dues Schedule (Appendix C), as required by CSEA, from the wages of a unit member (hired after the start date of this Agreement) beginning on the first day of the month after the hire date of such employee.

### **Discrimination Prohibited**

- 2.4 The District commits itself to a policy of non-discrimination, and bases its actions on recruitment, selection, employment, training, retraining, reclassification, promotion, and retention of employees. This policy shall be implemented without regard to national origin, religion, age, sex or gender, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, genetic information, military or veteran status, gender identity, gender expression, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

### **Harassment**

- 2.5 It shall be the policy of the District that no unit member shall engage in or be subjected to threats, abusive language, sexual innuendo, or intimidation. Upon written notification, the District shall investigate and, if necessary take appropriate action.
- 2.6 It is understood that we are all professionals and there shall be a level of mutual respect amongst all employees of Citrus College. Citrus College shall treat all unit members in a professional manner at all times. The District's management shall make every effort to provide a safe working environment.

### **Hold Harmless Clause**

- 2.7 CSEA agrees to reimburse the District, its officers, and agents for all legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provision of this Agreement or the implementation thereof.
- 2.8 CSEA agrees to reimburse the District, its officers, and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof, provided the District, or other party claiming reimbursement, has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.
- 2.9 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

## ARTICLE 3 – MANAGEMENT RIGHTS

### Definitions

**Specialized services** are services required by the District for unusual, specialized, or emergency needs and/or which involve specialized training and/or equipment such that it would be economically unfeasible for the District to assign said services to existing or additional unit members.

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct and control the operations of the school district to the full extent authorized by the law.
- 3.2 Limited only by specific and express terms of this Agreement, the District retains the right to exercise all of the powers, rights, authorities, duties, and responsibilities vested in it.
- 3.3 These rights include contracting with vendors for specialized services.



## ARTICLE 4 – ORGANIZATIONAL RIGHTS

- 4.1 Normal CSEA business shall be interpreted to mean such items as meetings, circulation of petitions, or elections.
- 4.2 CSEA agrees that its officials, including CSEA representatives and labor relations representatives, shall conduct normal CSEA business at times other than the respective employee's working hours, unless prior permission is received from the Superintendent/President, or his/her designee.
- 4.3 The District agrees to grant CSEA access to employee work locations during the lunch break or after normal working hours.
- 4.4 CSEA shall have the right as a recognized classified employee organization to post notices of activities and matters of CSEA concern on a portion of each employee bulletin board provided by the District.
- 4.5 CSEA may use the District's mailboxes, voice mail, and email, subject to reasonable restrictions, for general distribution of officially designated CSEA business to unit members and that all communications, by CSEA, shall have proper identification of CSEA.
- 4.6 A copy of such material shall first be given, before general distribution, to the Superintendent/President, or his/her designee.
- 4.7 Political campaign literature shall not be posted on institutional bulletin boards or distributed through the District's mailboxes, voice mail, or email or shall District facilities or equipment be used in any manner for political purposes by unit members of CSEA, other than the election of persons running for the local CSEA or state CSEA offices. If it is, it shall be immediately removed by the District.
- 4.8 The District shall furnish the CSEA President, by the first day of classes of the fall semester, without charge, an updated list of unit member's information to include:  
Name  
\*Address  
\*Telephone number  
Classification  
Campus location  
\*Unless a unit member has requested that this information be kept private.
- In addition, the District shall furnish the CSEA President, without charge, any unit member's:
- A) Change in assignment
  - B) Transfer within the District
  - C) New unit member's:  
Name  
\*Address  
\*Telephone number  
Classification  
Campus location  
\*Unless a unit member has requested that this information be kept private.
- 4.9 The District authorizes CSEA to use the District's buildings at any time other than when the request interferes with student instruction. In an emergency, the Superintendent/President may authorize CSEA to use District buildings during normal working hours as long as the use of such buildings does not interfere with the instructional program.

- 4.10 The District agrees to provide access to any public document, subject to the public disclosure law, to CSEA upon request with a reasonable time allowance for the document to be copied and upon reimbursement to the District for material costs involved in the duplication of the material.
- 4.11 The District and CSEA shall meet once monthly, or as otherwise scheduled, to review the classified bargaining unit vacancy list. The District will provide CSEA a copy of the vacancy list prior to any such meeting. In the event that a position has remained vacant for more than three (3) months, the District and CSEA shall discuss any issues concerning the effect(s) of the position remaining vacant. This provision shall not waive CSEA's right to request to bargain concerning the effect(s) of eliminated positions.

### **Release Time**

- 4.12 The CSEA negotiating team shall be granted forty-eight (48) hours of release time during each contract year in order to facilitate the preparation of the documents necessary for negotiations.
- 4.13 The hours of release time to be utilized shall be at the discretion of the CSEA Chief Negotiator.
- 4.14 The CSEA President and the negotiating team of five (5) members shall be granted reasonable release time to represent CSEA in contract-related meetings and reasonable release time (thirty (30) minutes before and thirty (30) minutes after) for negotiations sessions.
- 4.15 The CSEA President, or the CSEA representative, shall be granted reasonable release time for the processing of grievances.
- 4.16 Release time shall be provided to unit members for the purpose of attending District committee meetings, including shared governance meetings.
- 4.17 The Chapter President shall receive up to four (4) hours of release time per week for the purpose of conducting association business.
- 4.18 Bargaining unit members who normally have a lunch period of less than one hour may increase their lunch period up to a maximum of one hour on days of a chapter meeting for the purpose of attending the meeting. Bargaining unit members shall notify their supervisor at least three days prior to the meeting of their intention to modify their lunch period. Bargaining unit members utilizing this provision shall still be required to provide their normal number of hours of service to the District.

### **CSEA Rights**

- 4.19 CSEA shall have the additional following rights:
- A) Access to areas in which employee's work, for the purpose of representing a unit member on grievances and matters related thereto, with the permission of the immediate supervisor so that District operations shall not be unduly disrupted.
  - B) Access to District work sites and institutional bulletin boards, subject to reasonable limitation determined by the District so that District operations will not be unduly disrupted.
  - C) Release time for four (4) CSEA chapter delegates to attend the CSEA annual conference.

## ARTICLE 5 – EMPLOYEE RIGHTS

- 5.1 The personnel file for a unit member shall be maintained in the District's central personnel file.
- A) Any files kept by an immediate supervisor relating to the unit member shall not contain material(s) that is not in the main personnel file except as noted in 5.1.C).
  - B) No adverse action of any kind shall be taken against the unit member based on material(s) not in the central personnel file.
  - C) This section does not limit an immediate supervisor from keeping personal notes or keeping specific documents related to a unit member he/she supervises.
- 5.2 A unit member shall be provided with a copy of derogatory written material(s) prior to that material(s) being placed in his/her personnel file.
- A) The unit member shall be given an opportunity to prepare a response to adverse material(s) in his/her personnel file.
  - B) Information of a derogatory nature shall not be filed unless and until the unit member is given notice and an opportunity to review and comment thereon within ten (10) working days of the notice of the derogatory material(s).
  - C) The unit member desiring to prepare a response to adverse material(s) in his/her personnel file shall not be released from work to prepare said response.
- 5.3 Any person who is responsible for written material(s) being placed in a unit member's file shall sign the material(s) and signify the date on which the material(s) is prepared.
- A) Any written material(s) that is placed in the unit member's personnel file shall indicate the date of such placement.
  - B) The unit member shall have the right to inspect all material(s) in his/her personnel file and such request may be made:  
On his/her own time, or  
During regularly scheduled working hours, with approval of his/her immediate supervisor and under the condition that any lost time shall be made up.
  - C) Material(s) in the unit member's personnel file, which may serve as a basis for affecting the status of his/her employment, are to be made available for the inspection of the unit member involved.
  - D) Material(s) is not to include any of the following that were obtained prior to the employment of the unit member involved, or prepared by identifiable examination committee members, or obtained in connection with a promotional examination:
    - 1) Ratings
    - 2) Reports
    - 3) Records
- 5.4 A unit member shall be provided, upon written request, with a copy of the material(s) placed in his/her personnel file and reimbursement for costs involved in such duplication may be required of the requesting unit member.
- 5.5 All personnel files shall be kept in confidence, in a secured file, and shall be available when necessary in the proper administration of the District's affairs or the supervision of the unit member.
- A) The District shall keep a log indicating the person(s) who examined his/her personnel file as well as the date of such examinations.
  - B) Said log for the unit member's personnel file shall be available for examination by the unit member whose file it is or his/her CSEA representative, if authorized in writing by the unit member.

- C) Negative or derogatory material(s) in the unit member's personnel file shall be returned to the unit member after remaining in the file for a period of two (2) years upon mutual agreement of the unit member and the Superintendent/President.
- D) No disciplinary action shall be taken against the unit member for any cause that arose more than two (2) years preceding the date for filing of the notice of cause.

5.6 If a unit member is to be permanently moved to another work location within the same classification, the unit member shall receive no less than two (2) work day's written notification of the relocation. The District shall provide CSEA notice of a unit member's change in assignment or work location.

## ARTICLE 6 – EVALUATION

- 6.1 The performance of a unit member shall be reviewed and evaluated as follows:
- A) A probationary unit member shall receive a written evaluation at the end of the third month and each third month thereafter during the one (1) year probationary period.
  - B) A permanent unit member shall receive a written evaluation each year thereafter, during his/her designated anniversary month.
  - C) A permanent unit member who promotes to a higher level classification shall serve a new six-month probationary period.
- 6.2 A unit member's immediate supervisor shall conduct the evaluation of the unit member in a private location.
- A) The evaluator and the unit member being evaluated shall sign the evaluation form.
  - B) The unit member's signature indicates only that he/she has seen the evaluation and does not necessarily indicate concurrence with the evaluation.
  - C) The evaluator shall discuss, with the unit member, the contents of the evaluation and shall provide him/her with a copy at the time the evaluation takes place.
- 6.3 A copy of each evaluation shall be placed in a unit member's personnel file.
- A) The unit member may submit an attachment to the evaluation if it is believed that clarification of his/her position is desired or if he/she believes statements on the evaluation are incorrect.
  - B) A unit member may, within ten (10) working days of the meeting with the immediate supervisor, request a conference with the next level of supervisor, above the one signing the evaluation, for the purpose of contesting that the evaluation contains specific statements which are believed to be false by the unit member.
  - C) In such event, such supervisor shall meet with the unit member within five (5) working days or as soon thereafter as is reasonably possible.
  - D) The evaluation shall not be placed in the personnel file until such meeting has been held.
- 6.4 Unscheduled, informal performance evaluation reports recognizing outstanding performance may be made at any time, by a unit member's immediate supervisor and shall be made a part of his/her personnel file.
- 6.5 Additional periodic evaluations may be made when an immediate supervisor is assisting the unit member through a period of improvement and shall be made a part of the unit member's personnel file.
- 6.6 The administration of the evaluation procedure and not the evaluation itself shall be grievable under this Agreement.
- 6.7 In the event the evaluator assigns a marking of improvement needed or unsatisfactory, the evaluator shall include an explanation of the reason(s) for such marking(s), and provide recommendations for ways to improve performance. If the evaluator does not provide the reason(s) for the rating, as stated above, such issue shall be deemed to be an "administration of the evaluation procedure" as provided for in Section 6.6.
- 6.8 Evaluations shall not be the sole document used for the purpose of establishing cause for disciplinary action.

## ARTICLE 7 – GRIEVANCE PROCEDURE

### Definitions

**CSEA representative** is the person designated by the Association to assist a unit member(s).

**Grievance** is a formal written allegation by any unit member that he/she has been adversely affected by a violation or misapplication of a specific provision of this Agreement or District policy.

**Grievant** may be any unit member, group of unit members or CSEA filing a grievance on behalf of a unit member(s).

**Working day** is any weekday (Monday through Friday) in which the administrative offices of the Citrus Community College District are open for business.

**Immediate supervisor** is the lowest level manager or supervisory employee having authority over a unit member.

**Reasonable release time** is the amount of time used to prepare, meet, and discuss with the immediate supervisor(s) and/or manager(s) regarding grievances and shall be determined by the District so the business of the department is not unduly impacted.

### Informal Level

- 7.1 Within thirty (30) working days of the incident the grievant shall attempt to resolve the grievance on an Informal Level with the grievant's immediate supervisor, and accompanied by a job steward, who shall act as an observer only. The CSEA job steward shall be given reasonable release time to represent the grievant in the informal grievance procedure, with prior approval of his/her immediate supervisor.
- 7.2 A response shall be given the grievant, in writing, within ten (10) working days of the conference.

### Formal Level I

- 7.3 If the grievant is not satisfied with the disposition of the grievance at the Informal Level, the grievant may file the grievance in writing, on a District grievance form, with the immediate supervisor, within ten (10) working days following the response provided at the Informal Level. The form shall describe:
- A) Grievant's name.
  - B) Date of event giving rise to the grievance.
  - C) Sections of the Agreement and/or District policy violated.
  - D) Facts supporting the allegation.
  - E) Remedy requested.
- 7.4 The immediate supervisor shall communicate the decision to the grievant, in writing, within ten (10) working days after receiving the grievance.
- 7.5 Within the above time limits either party may request a personal conference, to be held in a private location, the grievant has the right to be accompanied by a designated CSEA representative to the conference scheduled with the immediate supervisor. If the CSEA representative is also a unit member of the District, he/she shall be given reasonable release time to represent the grievant in the formal grievance procedure, with prior approval of his/her immediate supervisor.

### Formal Level II

- 7.6 If the grievant is not satisfied with the decision at Formal Level I, the decision may be appealed on a District grievance form to the Superintendent/President, or his/her designee, within ten (10) working days after the grievant receives a copy of the decision. The form shall have attached:

- A) Copy of the original grievance.
- B) Decision rendered at Formal Level I.
- C) Reason for an appeal.

- 7.7 The Superintendent/President, or his/her designee, shall conduct an investigation of the allegations and shall communicate the decision to the grievant, in writing, within ten (10) working days after receiving the appeal.
- 7.8 Within the above time limits either party may request a personal conference, and the grievant has the right to be accompanied by a designated CSEA representative to a conference scheduled with the Superintendent/President. If the CSEA representative, is also a unit member of the District, he/she shall be given reasonable release time to represent the grievant in the formal grievance procedure, with prior approval of his/her immediate supervisor.

### **Formal Level III**

#### **Mediation Step**

- 7.9 If the grievant is not satisfied with the decision at Formal Level II, the grievant, with the consent of CSEA, may request that his/her grievance be submitted to mediation for review.
- 7.10 Within fifteen (15) working days of receipt of a written request to proceed to mediation, the District will request the services of a mediator from the California State Mediation and Conciliation Service.
- 7.11 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.
- 7.12 If a mutual resolution of the grievance is reached during mediation, a written statement of the resolution will be prepared and signed by the parties.
- 7.13 In the event that a mutual resolution of the grievance is not reached during mediation, the grievant may, within ten (10) working days from the last mediation meeting, request an appeal by submitting a request in writing to the CSEA Chapter 101 President. A copy of such a request will also be provided to the Director of Human Resources

### **Formal Level IV**

- 7.14 Upon receipt of a request to appeal a grievance to Formal Level IV, within thirty (30) working days of receipt of such an appeal, the Chapter President or designee shall communicate to the District its intent of whether to move the grievance to arbitration.

As soon as possible and in any event not later than fourteen (14) working days after the District receives the written notice of the request to proceed to arbitration, the parties shall attempt to agree upon an arbitrator. If no agreement is reached within said fourteen (14) working days, an arbitrator shall be selected from a list of five (5) arbitrators supplied by the State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot. If the arbitrator selected will not be available for the hearing within a reasonable period of time, not exceeding sixty (60) working days, the parties shall proceed to select another arbitrator from above list.

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

The arbitrator may hear and determine only one grievance at a time unless the District and the grievant(s) expressly agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any recommendation which requires the commission of act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in the arbitrator's decision such financial reimbursement or other remedies as is judged to be proper. The decision of the arbitrator will be submitted to the Board, the Superintendent/President of the District, the grievant, and the Association.

- 7.15 The decision of the arbitrator within the limits herein prescribed shall be advisory and the Board of Trustees may either adopt the arbitrator's decision making it a final and binding decision or render its own final and binding decision.
- 7.16 All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.
- 7.17 When a hearing is held during the normal work day, any bargaining unit employee required to participate at the hearing shall receive paid release time.



## ARTICLE 8 – DUTY HOURS

8.1 The District and CSEA agree to the following duty hour provisions.

### Work Week

8.2 The basic work week for a regular full-time unit member shall be forty (40) hours rendered in units of eight (8) hours per working day, or shift, in a work week, which runs Sunday through Saturday. The District shall attempt to avoid scheduling a unit member to work more than 5 consecutive days.

8.3 The District may assign a work week consisting of four (4) working days of ten (10) hours each or a 9/80 work schedule, when it is mutually beneficial and agreeable to the District and CSEA.

8.3.1 During the month of February of each year of this agreement, the District and CSEA shall meet and discuss whether unit members will be assigned a 4/10 work schedule during the upcoming summer months. If it is decided to implement a summer 4/10 work schedule, the District and CSEA shall develop a memorandum of understanding setting forth any such agreement.

### Working Day

8.4 The working day for a unit member shall be established and fixed by the Superintendent/President or his/her designee, as outlined in Article 8.2 and 8.3.

8.5 The District shall notify CSEA and a unit member fifteen (15) working days prior to changing his/her duty hours.

### Lunch Period

8.6 A thirty (30) minute or a sixty (60) minute, non-compensated lunch period, length to be set by a unit member's immediate supervisor, shall be provided to a unit member who renders service of at least six (6) consecutive hours.

- A) The only exception shall be members of the Campus Safety Department who shall have a thirty (30) minute compensated lunch period as a part of a regular shift.
- B) The lunch period, assigned by a unit member's immediate supervisor, shall be taken as soon after the conclusion of four (4) hours of service as possible.

### Rest Period

8.7 A fifteen (15) minute compensated rest period shall be provided a unit member for each four (4) hour period of service and shall not be cumulative except as specified in Article 8.7.B).

- A) The rest period shall be taken at or near the mid-point of each four (4) hour period of service or established by mutual consent of the unit member and his/her immediate supervisor except as specified in Article 8.7.B).
- B) It is agreed that a unit member assigned to the Maintenance and Operations Department, who usually works away from a place where a satisfactory rest period can be taken, may take his/her two (2) fifteen (15) minute compensated rest periods at one time during the eight (8) hour work period for a thirty (30) minute rest period.  
\*The rest period shall be taken at the direction of the unit member's immediate supervisor at or near the mid-point of the first four (4) hour period of service during the working day at a mutually agreed upon location.
- C) The rest period may not be used to adjust the beginning and ending time of a work shift.

## **Holiday Hours**

- 8.8 On a working day immediately preceding a school holiday, a full-time or part-time custodian working the graveyard shift may re-schedule his/her duty hours not to surpass midnight of that same working day.
- A) Any deviation from this arrangement, made by the custodial supervisor and/or the Facilities and Support Services director, requires fifteen (15) working days' notice to the unit member.

## ARTICLE 9 – OVERTIME

- 9.1 Overtime compensation shall be provided to a unit member when:
- A) Requested by his/her immediate supervisor, to work in excess of eight (8) hours in any one (1) working day, or in excess of forty (40) hours in any work week.
  - B) Assigned to a ten (10) hour, four (4) working day workweek, when requested by his/her immediate supervisor, to work in excess of ten (10) hours in any one (1) working day, or in excess of forty (40) hours in any work week.
  - C) Assigned to a flexible work week, when requested by his/her immediate supervisor, to work in excess of his/her assigned hours in any one working day, or in excess of forty (40) hours in any work week.
- 9.2 A unit member shall be compensated, equal to one and one-half (1-1/2) times the regular rate of pay, or he/she shall receive compensatory time off in lieu of overtime pay at the rate of one and one-half (1-1/2) times.
- 9.3 A unit member shall be compensated for all hours worked on holiday, designated by this Agreement, equal to one and one-half (1-1/2) times the regular rate of pay plus the regular rate of pay for the holiday.
- A) As a net result when a unit member is required to work on any said holiday, he/she shall be paid compensation or given compensating time off for such work, in addition to the regular pay received for the holiday, at the rate of one and one-half (1-1/2) times his/her regular rate of pay.
  - B) No pay shall exceed this maximum amount.
- 9.4 A unit member shall have the right to reject an offer or request for overtime unless his/her immediate supervisor notifies him/her that the situation is one of an emergency condition. An emergency condition shall be defined as a serious or unexpected situation requiring immediate attention.
- 9.5 Under an emergency condition, a unit member called back to the job site after his/her regular working hours shall be paid:
- A) A minimum of four (4) hours at one and one-half (1-1/2) times the unit member's regular rate of pay.
- 9.6 For the purpose of computing the number of hours worked: time during which a unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked.
- 9.7 A unit member who provides service to the District for five (5) consecutive working days, averaging four (4) hours or more per working day, shall be compensated on the sixth (6th) and seventh (7th) working days, following commencement of the work week, at the rate of one and one-half (1-1/2) times his/her regular rate of pay, except for a unit member who has been specifically approved for a flexible work week.
- 9.8 The choice of compensatory time off or cash compensation shall be based upon mutual agreement between the unit member and his/her immediate supervisor.
- A) A unit member who takes compensatory time off in lieu of cash compensation for authorized overtime shall take the compensatory time off within the current fiscal year.
  - B) When mutual agreement cannot be reached, the immediate supervisor's decision shall prevail.
  - C) If it is not possible for the unit member to use his/her compensatory time within the current fiscal year, the District shall make cash compensation.

- 9.9 A unit member's immediate supervisor shall notify him/her of the impending overtime as far in advance as possible, unless there is an emergency condition.
- 9.10 While a variety of factors may dictate how, to whom, and when overtime opportunities may be offered, the District will make an effort to assign overtime to all qualified and available staff.

## ARTICLE 10 – SALARIES

### Definitions

**Promotion** is a change in the assignment of a unit member from a position in one (1) range to a position in a higher range.

**Reclassification – upward** is the upgrading of a position to a different classification with a higher range as the result of increased and/or redistribution of responsibilities or duties that are not within the scope of the position.

**Reclassification – lateral** is the change in classification of a unit member to a different classification having the same range.

**Reclassification – downward** is the change in classification of a unit member to a different classification having a lower range.

**Temporary Upgrade** – occurs when a unit member is temporarily assigned to work out of his/her current classification.

10.1 Effective January 1, 2021, the two percent (2%) off-schedule salary payment shall end. The 2020 salary schedule shall, effective January 1, 2021, be increased by two percent (2%). This new salary schedule shall be effective for the duration of the contract. Upon expiration of the contract effective December 31, 2023, the 2021 salary schedule shall terminate and revert to the prior 2020 salary schedule, unless modified by a subsequent agreement between the District and CSEA.

### Classification and Ranges

10.2 The Classified Employee Classifications & Ranges (Appendix A) is attached hereto and by reference is incorporated as a part of this Agreement and shall be updated by the Office of Human Resources whenever a change occurs, after mutual agreement by CSEA and the District.

10.3 The updated version of the Classified Employee Classifications and Ranges (Appendix A) shall be distributed to a unit member, and/or posted on the Internet, for insertion into the current Agreement.

### Longevity Ranges

10.4 A unit member of the classified bargaining unit shall receive range increases, after additional years of service with the District, as follows. The recommendation shall be based on a generally satisfactory evaluation.

- A) One (1) range increase at the beginning of eleven (11) years.
- B) A total of two (2) range increases at the beginning of sixteen (16) years.
- C) A total of four (4) range increases at the beginning of twenty-one (21) years.
- D) A total of six (6) range increases at the beginning of twenty-six (26) years.
- E) A total of eight (8) range increases at the beginning of thirty-one (31) years.

### Special Pay Premiums

10.5 Special pay premiums shall be paid to a unit member as follows:

- A) A premium of one (1) range shall be paid when hours of work regularly assigned exceed 4:30 p.m. (swing shift) by three (3) hours or more per working day
- B) A premium of two (2) ranges shall be paid when hours of work regularly assigned exceed 12:00 midnight by three (3) hours or more per working day (graveyard shift).
- C) A premium of two (2) ranges shall be paid when a unit member is assigned a regular split shift.
- D) A premium of one (1) range shall be paid to a unit member who holds a classification assigned exclusively to a work schedule on Saturday and/or Sunday or only holidays.

This range is in addition to any, and all, other shift premiums granted.

This special salary rate recognizes the exclusive weekend and holiday peculiarity and exempts the unit member from the benefits of paid holidays (Education Code Section 88204).

- E) A premium of one (1) range shall be paid to all Campus Safety Officers in recognition of the right of the District to modify and rotate the work shifts of Campus Safety Officers without providing the notice set forth in Article 8, section 8.5. This salary premium does not apply to any Campus Safety Officer who receives a salary premium under Article 12, section 12.5.
  - F) In the event that a Campus Safety Officer is subpoenaed to appear in court during off-duty time and the Officer actually appears in court, he/she shall be paid a minimum of two (2) hours pay or the actual number of hours in court, whichever is greater.
- 10.6 Regular custodians assigned to the floor crew who work at least five (5) working days out of a fifteen (15) working day period shall be paid a stipend equivalent to two (2) salary ranges, of two and one-half percent (2-1/2%) each, above his/her regular rate of pay.
  - 10.7 The regular custodian designated to lead the floor crew shall be paid a stipend equivalent to three (3) salary ranges, of two and one-half percent (2-1/2%) each, above his/her regular rate of pay.
  - 10.8 The assignment of a specific custodian to the floor crew or as floor crew leader may continue indefinitely if the custodian continues to have satisfactory attendance, punctuality, and maintains satisfactory performance.
  - 10.9 The floor crew leader may request reassignment to floor crew worker, or back to a building. Custodians assigned as floor crew workers may request to be reassigned back to a building. This shall take place at the first available custodian vacancy.
  - 10.10 Rotating custodians to act as floor crew leader or floor crew workers may be done by the custodial supervisor but not more frequently than once per year except under circumstances outlined in Articles 10.9 and 10.10 above.
  - 10.11 Examples of additional knowledge, leadership, and duties performed in the maintenance of the athletic fields include, but are not limited to the following:
    - A) Knowledge of field setup for various sports, including dimensions playability, irrigation and level (high school vs. college).
    - B) Provides leadership and direction to other employees in the classifications of Gardener I and II who are assisting in the preparation of the athletic fields.
    - C) Provides leadership and direction to other employees in the classifications of Gardener I and II when the grounds supervisor is absent.

### **Reclassification or Promotion**

- 10.12 When a unit member is reclassified or promoted to a higher classification, the salary increase, as adjusted from the unit member's current salary range and step to the salary range and step of the higher classification, shall be at least five percent (5%) or more than that which the unit member would have received had there not been a reclassification or promotion. The step placement on the new higher classification salary range shall be initially determined without consideration of any longevity step (Section 10.4) or special pay premium (Section 10.5). Once the salary placement on the new higher classification is determined, then any longevity step or special pay premium shall be added.

## **Reclassification Requests**

- 10.13 Requests for reclassification shall be made on the appropriate forms obtained from the Office of Human Resources.
- A) Requests for reclassification may be submitted either by the District or a unit member at any time during the life of this Agreement.
  - B) Reclassification applications shall include an effective date when new responsibilities were or shall be assumed.
  - C) Upon completion of the appropriate forms a unit member shall submit the reclassification request to the Office of Human Resources.
  - D) The Office of Human Resources shall date stamp the request prior to submitting the request to a unit member's immediate supervisor, while keeping a copy on file.
  - E) Within thirty (30) calendar days of receipt of a request for reclassification, the Office of Human Resources shall convene the Reclassification Committee. The reclassification committee shall consist of two managers (including the Director of Human Resources, or designee) and two classified staff (appointed by CSEA, which may include the CSEA labor representative). Each July of this agreement, the composition of the Reclassification Committee shall be determined. The members of the Reclassification Committee shall serve for one year and may be reappointed. In the event that a reclassification committee member is not able to attend a meeting, a substitute member may be appointed by either the District or CSEA based on by who the absent member was initially appointed.
  - F) Within thirty (30) calendar days of the meeting with the employee, the Reclassification Committee shall forward any recommendation for reclassification to the Superintendent/President. In the event the Reclassification Committee determines not to recommend the requested reclassification, the Director of Human Resources shall in writing notify the employee.
  - G) The reclassification committee shall be provided a copy of the written request for reclassification in advance of the committee's meeting.
  - H) The reclassification committee may request additional information relevant to the specific reclassification request under consideration.
  - I) Requests to create a new classification shall not be part of the reclassification process and should be referred to the District and CSEA for consideration.
  - J) The Reclassification Committee will operate under a consensus decision making process. The committee's decision will be sent in writing to the Superintendent/President. In the event a consensus cannot be reached, a report shall be sent to the Superintendent/President outlining the various opinions and/or recommendations.
  - K) The Superintendent/President shall consider the committee's recommendation or the various opinions submitted and make a final determination. If granted, the reclassification shall be submitted to the Board of Trustees for ratification.
  - L) A unit member requesting reclassification must be notified, in writing, by the Superintendent/President about the decision and must be given the rationale for its denial if such is the case.
  - M) If a reclassification is approved, the salary change shall become effective on the date the application was submitted to the Office of Human Resources if a unit member had previously assumed the new responsibilities.
  - N) When a unit member has not assumed the new responsibilities prior to the approval of the reclassification request, the salary change shall become effective with the assumption of the new responsibilities.

## **Incumbent Rights**

- 10.14 When a position(s) is reclassified, the incumbent(s) in the position(s) shall be entitled to serve in the new position(s).

## **Salary of Position Reclassification**

- 10.15 The salary of a unit member in a position that is reclassified shall be determined as follows:

- A) If the position is reclassified to a classification having the same salary range

- (Reclassification – lateral), the salary and anniversary date of the unit member shall not change.
- B) If the position is reclassified to a classification having a higher salary range (Reclassification – upward), the unit member shall be placed on the appropriate salary range as shown in Article 10.13. The anniversary date of the unit member shall not change.
  - C) If the position is reclassified to a classification having a lower salary range (Reclassification – downward) for any reason (within restrictions of the Education Code), the unit member shall be placed on the salary schedule according to the unit member's years of service. The anniversary date of the unit member shall not change.

### **Anniversary Date**

- 10.16 The effective date of a unit member's step movement on the salary schedule and/or range increase for longevity pay will be based on the unit member's anniversary date as follows:
- A) When a unit member is employed at any time from January 1-June 30, his/her anniversary date shall be January 1 of the ensuing years.
  - B) When a unit member is employed at any time from July 1-December 31, his/her anniversary date shall be July 1 of the ensuing years.

### **Placement in Classification and Range**

- 10.17 Every unit member shall be placed in a classification and range in the classified service.

### **Classification and Reclassification Requirements**

- 10.18 Position classification and reclassification shall be subject to mutual written agreement between the District and CSEA.
- 10.19 Either party may propose a reclassification for any position at any time during the life of the Agreement.

### **Classified Job Openings**

- 10.20 The Office of Human Resources, the same day as the position is advertised to the public, shall post all classified job openings on all designated bulletin boards and shall notify, via email, unit members of the job opening(s).
- A) A unit member who applies for a vacant position and meets the qualifications as set forth in the appropriate job description shall be provided an interview for the position.

### **Working Out-of-Classification**

- 10.21 A unit member who is assigned to work out of his/her regular classification for five (5) working days in any fifteen (15) working day period shall, for the entire period the unit member is assigned to work out of his/her classification, be paid not less than five percent (5%) above the unit member's assigned salary rate or Step 1 of the assigned classification whichever is greater.
- 10.22 A temporary upgrade, other than as the result of the reclassification process, occurs when a bargaining unit employee is assigned to a higher level classification for a defined temporary period of time. At the end of a temporary upgrade, the bargaining unit employee shall be returned to her/his regular assignment.

### **Direct Deposit**

- 10.23 The District shall pay the administrative costs associated with direct deposit of pay warrants to all participating financial institutions for a unit member who elects to subscribe to such service.
- 10.24 The District shall not be responsible for errors or missed deadlines that might occur between the Los Angeles County Office of Education and a unit member's financial institution.



10.25 If an error occurs, the District shall assist a unit member in getting the direct deposit error corrected.

## ARTICLE 11 – FRINGE BENEFITS

- 11.1 The District shall contribute for the current Agreement enough to fund the same coverage as in 2001-2003 for full-time unit members and their dependents for a Preferred Provider Option (PPO) or Health Maintenance Organization (HMO) medical insurance.
- A) The District shall provide monies for the same dental and vision coverage as in the 2001-2003 Agreement.
  - B) A unit member whose regular work assignment is less than fifty percent (50%) shall be given the opportunity to subscribe to the vision care plan by authorizing voluntary payroll deductions for the plan costs.
  - C) Any change of provider or level of coverage for medical, dental, or vision insurance shall be brought, upon recommendation of the District Insurance Committee, to CSEA for approval by its unit members.
  - D) The District Insurance Committee shall meet as necessary and be composed of:
    - 1) CCFA negotiating team and CCFA association president
    - 2) CSEA negotiating team and chapter president
    - 3) District benefits coordinator
    - 4) District negotiating team
    - 5) Finance and Administrative Services vice president
- 11.2 Medical coverage shall not be made mandatory for a unit member who has coverage elsewhere and who signs a waiver to that effect.
- 11.3 A unit member who waives medical coverage shall have an amount equal to the current HMO Single Coverage premium apportioned as follows:
- A) Twenty percent (20%) to the unit member for other programs available through the District and eighty percent (80%) to the District.
  - B) A unit member who signs a waiver or chooses the HMO Single Coverage shall also receive remaining unit member benefit monies which shall be maintained at no more than the 1981-82 (\$71.00) level and which may be used for other programs available through the District.
- 11.4 Changes in the agreement between the District and the District's medical provider that increase current benefits or clarify language, but do not decrease the level of current coverage, shall be deemed accepted by CSEA and the District.
- A) CSEA representatives of the classified bargaining unit shall be provided with the language changes.
  - B) The District shall not assume the responsibility for any decrease in the level of coverage initiated by the provider as a result of changes in the law or changes in provider policy beyond the control of the District after agreement is reached on the fringe benefit package.
- 11.5 The fringe benefits plan shall be made available to all unit members who regularly work fifty percent (50%) or more and who subscribe to the plan.
- A) No benefits shall be available to a unit member who does not subscribe to the plan.
  - B) If a unit member subscribes to the fringe benefits plan, life insurance, the dental plan, and the vision plan are mandatory.
- 11.6 A unit member whose regular work assignment is less than full-time, but is fifty percent (50%) or more, shall receive a pro-ration of the fringe benefit plan based on the pro-ration his/her work assignment bears to a full-time assignment. A payroll deduction also based on the pro-ration his/her work assignment bears to a full-time assignment, shall be made to cover the plan costs.

- 11.7 A new unit member shall select and process required documents for mandatory medical, dental, and vision coverage within thirty (30) working days of the date of employment or such benefits shall be lost until the next available open enrollment period.
- 11.8 A unit member's fringe benefit monies remaining after selection of options may be used for other programs available through District payroll deduction except as restricted in Article 11.2 and 11.3.A) and B).
- 11.9 It is a unit member's responsibility to process the necessary documents required to utilize the total fringe benefit plan amount to which he/she is entitled.
- A) Fringe benefits shall be effective in accordance with the selected fringe benefit agreement on the earliest date possible after the required documents are provided to the District by a unit member.
- B) Fringe benefits shall be pro-rated as of the effective date.
- 11.10 A unit member's fringe benefit plan shall include mandatory selection of one of the following options, funded by the District.

Option 1: PPO Medical  
PPO Dental  
\$50,000 Life  
Vision  
Other Programs

Option 2A: HMO Medical (Employee only)  
PPO Dental  
\$50,000 Life  
Vision  
Other Programs (Tax Shelter)

Option 2B: HMO - Employee only - Waiver medical only  
80% to District  
20% Other Programs  
PPO Dental  
\$50,000 Life  
Vision  
Other Programs

Option 3: HMO Medical (Two Party)  
PPO Dental  
\$50,000 Life  
Vision  
Other Programs

Option 4: HMO Medical (Family)  
PPO Dental  
\$50,000 Life  
Vision  
Other Programs

- 11.11 The District shall provide each eligible unit member term life insurance with a face value of \$50,000, with premiums to be paid by the District.
- 11.12 In the last year of a full-time unit member's service, the District shall pay \$5,000 to said unit member (after the unit member's 55th birthday), providing said unit member:

- A) has at least ten (10) consecutive years of full-time service to the District prior to retirement;
- B) submits a letter of his/her retirement at least six (6) months prior to the effective date of the retirement.

11.13 Long term disability insurance premium payments shall be paid by a unit member who elects to purchase such coverage. The District shall pay the administrative costs associated with payroll deduction for the purpose of obtaining this disability insurance.

**Retirement with District Paid Medical Insurance**

11.14 The District shall provide paid medical, dental, vision, and prescription coverage for a retired unit member, his/her spouse, and dependent children if all of the following conditions are met:

- A) The unit member shall be at least fifty-five (55) years of age at the time of retirement.
- B) The unit member has a minimum of ten (10) consecutive years of benefit eligible service with the District.
  - 1) A District approved paid leave of absence shall not constitute a break in service for the purpose of eligibility for this benefit.
  - 2) A District approved unpaid leave of absence shall constitute a break in service unless specifically permitted by statute or by the Board of Trustees.
- C) The unit member shall be in active service during the year of application for retirement with District paid medical benefits.

11.15 To be eligible to retire with District paid medical, dental, vision, and prescription insurance, the unit member must submit a letter of retirement to the Office of Human Resources, and an Application for Retirement with District Paid Medical Insurance prior to date of retirement.

- A) A unit member who fails to submit a letter and application to the Office of Human Resources within the designated eligibility time period shall not receive this benefit.

11.16 A unit member whose work assignment is for more than fifty percent (50%) of a regular assignment and who meets the qualifications stated above shall be eligible for the pro-rata share of the fully paid medical, dental, vision, and prescription insurance.

11.17 District paid medical, dental, vision, for a retiree, with at least ten (10) benefit eligible years of service to the District, his/her spouse, and dependent children shall become effective on the first of the month following the month of retirement, but not before the first month after the member's fifty-fifth (55th) birthday, and shall continue until the month in which the unit member reaches age 67. If the unit member has at least twenty (20) consecutive years of benefit eligible service to the District prior to retirement, the District will continue to pay medical, dental, vision until the end of the month in which the unit member reaches age 68. If the unit member has at least thirty (30) consecutive years of benefit eligible service to the District prior to retirement, the District will continue to pay medical, dental, vision and prescription insurance until the end of the month in which the unit member reaches age 69. Unit members shall be allowed to pay their own, their spouse's, and their dependent children's membership fees and continue on the District's medical, dental, vision and prescription plans after reaching 67, 68, or 69 years of age, whichever applies.

11.18 The District shall provide an annual amount for the life of the retiree, depending on the length of service to the District, from the following table. This amount shall become effective and the full annual amount shall be payable on the first of the month following the month of retirement, and each year thereafter, but not before the first month after the unit member's fifty-fifth (55) birthday, in lieu of the District-paid medical benefits described above.

Years of Consecutive Benefit Eligible Service Annual Amount

30	\$2,500
25	\$2,250
20	\$1,875
15	\$1,250
10	\$1,000

## ARTICLE 12 – HOLIDAYS

- 12.1 Seventeen (17) District paid holidays shall be granted and mutually agreed upon by the District and CSEA.
- A) A Memorandum of Understanding (MOU) shall be signed and Board of Trustees approved each year that designates the paid holidays for the upcoming fiscal year.
  - B) The designated paid holidays shall be granted to all unit members provided that the unit member is in paid status during any portion of the working day immediately preceding or following the holiday.
  - C) Exceptions:
    - \*A new unit member shall not be paid for holidays occurring on any working day prior to his/her initial employment date
  - D) A unit member resigning or retiring shall not be paid for holidays occurring on any working day after his/her last day of employment.
  - E) Compensation for holidays shall be the same as the unit member's assigned hours on the day of the holiday. If a unit member is assigned to either a 4/10 or 9/80 work schedule during a week in which a holiday occurs, then her/his assignment for the week in which the holiday occurs shall be changed to a 5/8 work schedule.

Legal Holidays: eleven (11)

- New Year's Day
- Martin Luther King Day
- Lincoln Day
- Washington Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day (and the day after Thanksgiving)
- Christmas Day

Additional Winter Break Days: six (6)

- 12.2 If the holiday, or its designated in lieu of day of observance, falls on a working day in which a unit member is not normally scheduled to work, another working day shall be taken as the holiday as follows:
- A) The working day shall be taken within one (1) week prior or one (1) week after the actual holiday, or its designated in lieu of day, or within the same calendar month in which the holiday or its designated in lieu of day falls.
  - B) The working day shall be mutually agreed upon by the unit member and his/her immediate supervisor.
- 12.3 Every day appointed by the President of the United States or the Governor of the State of California as a day of public fast, mourning, or thanksgiving shall also be a holiday, but only, if that declaration mandates that the college is closed for students.
- 12.4 A holiday falling within a unit member's paid vacation, sick leave, industrial leave, or any other paid leave shall be posted as a holiday and not charged against accumulated paid leave.

### Holiday Exempt Classifications

- 12.5 A unit member who holds a classification assigned exclusively to a work schedule on Saturday and/or Sunday or only holidays, not in combination with any Monday-Friday weekday, are exempted from the benefits of paid holidays pursuant to Education Code Section 88204.

- A) A special salary rate (one (1) range in addition to any and all other shift premiums) recognizes the exclusive weekend and holiday peculiarity.
- B) This exempt status is not for employees who work a combination of Saturday and/or Sunday, holidays, and regular working days.

## ARTICLE 13 – VACATION

- 13.1 A unit member shall accrue paid vacation leave for each month in which he/she is in paid status for more than one-half (1/2) of the working days in the month.
- 13.2 A unit member shall accumulate but shall not use vacation time during the first six (6) months of employment.

### Earned Hours of Vacation

- 13.3 Vacation hours shall be prorated in accordance with the following schedule for a unit member working less than 40 hours per week or less than nine (9) months per year.

Years of Service	Hrs. Worked Per Week	12 Month Assignment	11 Month Assignment	10 Month Assignment	9 Month Assignment
1	40	96 hrs	88 hrs	80 hrs	72 hrs
2	40	96 hrs	88 hrs	80 hrs	72 hrs
3	40	104 hrs	96 hrs	88 hrs	80 hrs
4	40	104 hrs	96 hrs	88 hrs	80 hrs
5	40	104 hrs	96 hrs	88 hrs	80 hrs
6	40	112 hrs	104 hrs	96 hrs	88 hrs
7	40	120 hrs	112 hrs	104 hrs	96 hrs
8	40	128 hrs	120 hrs	112 hrs	104 hrs
9	40	136 hrs	128 hrs	120 hrs	112 hrs
10	40	144 hrs	136 hrs	128 hrs	120 hrs
11	40	152 hrs	144 hrs	136 hrs	128 hrs
12	40	152 hrs	144 hrs	136 hrs	128 hrs
13	40	160 hrs	152 hrs	144 hrs	136 hrs
14	40	160 hrs	152 hrs	144 hrs	136 hrs
15	40	168 hrs	160 hrs	152 hrs	144 hrs
16	40	168 hrs	160 hrs	152 hrs	144 hrs
17	40	168 hrs	160 hrs	152 hrs	144 hrs
18	40	176 hrs	168 hrs	160 hrs	152 hrs
19	40	176 hrs	168 hrs	160 hrs	152 hrs
20	40	176 hrs	168 hrs	160 hrs	152 hrs
		(maximum)	(maximum)	(maximum)	(maximum)

- 13.4 All earned vacation shall be on an accumulative basis.
- 13.5 Vacation time for a unit member shall be used prior to January 1 of the school year following its accrual (not to exceed eighteen (18) months), except as approved by the Superintendent/President or his/her designee.
- 13.6 Earned vacation leave for all employees compensated by special state or federal funding legislation shall be taken prior to the ending date of the funding program.
- 13.7 Vacation leave shall be scheduled and mutually agreed upon by a unit member and his/her immediate supervisor, except in cases of catastrophic leave as defined under Article 15, Section 15.23, with the provision that vacation leave shall not create a hardship to that department or other work-related departments.
- A) A unit member shall have the responsibility to use accrued vacation within the time limit specified in Article 13.5.
- B) It shall be the responsibility of the immediate supervisor to see that time is made available for a unit member to take accrued vacation within the time limit specified in Article 13.5.
- C) A unit member who is employed less than full-time shall receive proportionate vacation benefits, after the end of the six (6) month probationary period, retroactive to the first day of employment.



- D) All vacation for the fiscal year shall be posted on July 1 of each year.
- E) A unit member shall be directed by his/her immediate supervisor to use or schedule his/her excess vacation prior to the next posting period.
- F) Requests for vacation shall be approved/denied within ten (10) working days of receipt of a request. In the event the immediate supervisor does not respond to the request for vacation, the unit member may after the ten (10) working day period, go to the next level manager for her/his consideration. The next level manager will have five (5) working days to respond.

## ARTICLE 14 – JURY DUTY

- 14.1 Upon receipt of notification of a jury duty obligation to be served during working hours on days of assigned services, it is the obligation of a unit member to inform his/her immediate supervisor and the Office of Human Resources of the jury duty summons.
- A) A unit member shall reimburse the District Business Office any juror's fees received exclusive of the mileage received from the Judicial District.
  - B) The District shall continue to pay a unit member his/her regular salary until the Court releases him/her.
  - C) A unit member receiving compensation by the District must report to work during assigned working days and hours when not retained for jury duty, except a unit member on a late shift shall be excused from reporting to work on any working day when he/she is retained for jury duty.
- 14.2 A unit member shall be granted leave to appear as a witness in court, other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the convenience or misconduct of the unit member.
- A) A unit member shall receive regular pay less any amount received for jury or witness fees.

## ARTICLE 15 – LEAVES

### Definitions

**Actually living with** means primary residence is that of the unit member's during the past year.

### Bereavement Leave

- 15.1 A unit member shall be granted necessary leave of absence with full pay, if such absence is due to the death of an immediate family member of the unit member.
- A) If the unit member's work week is less than a forty (40) hour week, the full pay shall be prorated.
  - B) The leave shall not exceed three (3) working days or five (5) working days if out-of-state travel is required or if travel exceeds 400 miles one way.
- 15.2 The immediate family, as used in this Agreement, shall mean the individuals listed below of the unit member or his/her spouse. The same absence shall also be granted for the death of any other relative actually living with the unit member.
- A) Brother
  - B) Brother-in-law
  - C) Child
  - D) Daughter-in-law
  - E) Domestic Partner
  - F) Father
  - G) Father-in-law
  - H) Foster parents
  - I) Grandchild
  - J) Grandfather
  - K) Grandmother
  - L) Great-grandparents
  - M) Guardian
  - N) Half-brother
  - O) Half-sister
  - P) Mother
  - Q) Mother-in-law
  - R) Significant Other
  - S) Sister
  - T) Sister-in-law
  - U) Son-in-law
  - V) Spouse (legal spouse)
  - W) Step-child
  - X) Step-father
  - Y) Step-mother
  - Z) Aunt or Uncle
- 15.3 A unit member shall notify his/her immediate supervisor of the leave and, upon returning, shall file an Absence Report.
- 15.4 Such leave shall be taken as soon after notification of death as possible, and no later than ten (10) working days.
- 15.5 Under special or unusual circumstances, and upon mutual agreement between the immediate supervisor and the unit member, leave may be taken at a later date than specified in Article 15.4, but in no event shall the leave be taken after one (1) year.

## **Child Bonding Leave**

15.6 A unit member may be eligible for leave for the purpose of bonding with a new natural or adoptive child under the terms of the Family Medical Leave Act.

## **Family Medical Leave**

- 15.7 A unit member is eligible for leave if the unit member:
- A) Has been employed for at least twelve (12) months and;
  - B) Has been employed for at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave.
- 15.8 A unit member, if eligible, shall be granted up to twelve (12) weeks of unpaid leave for any of the following purposes:
- A) The birth of a child or to care for a newborn of the unit member.
  - B) The placement of a child with a unit member in connection with the adoption or foster care of a child.
  - C) To care for a child, parent, or spouse who has a serious health condition.
  - D) A serious health condition that makes the unit member unable to perform the functions of his/her position.
- 15.9 Although the District recognizes that emergencies arise which may require a unit member to request immediate leave, he/she is required to give as much notice as possible of his/her need for leave. However, if leave is foreseeable, at least thirty (30) days' notice is required.
- 15.10 A unit member's current medical benefits, if any, shall continue uninterrupted through the duration of the Family Medical Leave and the leave shall not constitute a break in service.
- 15.11 The forms needed for the processing of a request for FMLA shall be available on the District website or upon request from the Office of Human Resources.
- 15.12 When the District becomes aware that an employee's absence may be for a qualifying reason under the FMLA and as provided for under Section 15.8, the District will provide notice to the employee that such days of absence will be charged to available FMLA leave. In the event that the District needs additional information to determine if the absence qualifies as FMLA leave, the employee will submit the appropriate form as provided. In the event that the employee does not want the absence to be charged to FMLA, the employee shall within a reasonable period of time inform the Office of Human Resources.

## **General Leaves**

15.13 When no other leaves are available, a leave of absence may be granted to a unit member on a paid or unpaid basis at any time upon terms acceptable to the District and the unit member.

## **Industrial Accident and Industrial Accident Illness Leave**

- 15.14 A unit member of the District shall be entitled to industrial accident and illness leave under the following rules and regulations:
- A) Accident or illness must have arisen out of and in the course of employment for the District and must be accepted as such by the District's third party Worker's Compensation administrator.
  - B) Allowable leave shall not be for less than sixty (60) working days in any one (1) year for the same accident.
  - C) Allowable leave shall not be accumulated from year-to-year.
  - D) Industrial accident or illness leave of absence shall commence on the first day of absence.

- E) Payment for wages lost on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of the state, exceed the normal wage for the day.
- F) Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- G) When an industrial accident or illness occurs at a time when the full sixty (60) days shall overlap into the next year, the unit member shall be entitled to only the amount remaining at the end of the year in which the injury or illness occurred, for the same injury or illness.
- H) Allowable leave shall commence on the first day of the absence and shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- I) When the unit member is absent from duty due to an industrial accident or illness, he/she shall be paid such portion of a salary due for any month in which the accident occurs. This, when added to the temporary disability indemnity, shall result in a payment of not more than the amount of the unit member's full salary from the District.
- J) During any paid leave of absence, if the unit member receives payments from Disability, he/she shall endorse to the District the temporary disability indemnity checks received due to the industrial accident or illness. The District in turn shall issue the unit member appropriate salary warrants for payment of salary, and shall make retirement and other authorized deductions.

### **Leaves of Absence without Pay**

15.15 The Board of Trustees may grant a leave of absence for one (1) year without pay to a unit member for special reasons acceptable to the Board of Trustees.

- A) Each request for leave shall be presented, in writing, to the Superintendent/President, or his/her designee, with a copy to the unit member's immediate supervisor.
- B) Such request shall include:
  - 1) Date(s) of leave
  - 2) Reason(s) for leave
- C) The unit member, while on leave of absence without pay, shall not be employed by the District in any capacity.

### **Maternity Leave**

15.16 Upon written request, maternity leave of absence shall be granted a unit member who is required to absent herself from duties because of disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there from. Such leave of absence shall be subject to the following provisions.

- A) Maternity leave of absence shall be chargeable to the unit member's sick leave account.
- B) A unit member is expected to continue the performance of her duties until her physician certifies that she is physically incapable of doing so.
- C) A unit member requesting maternity leave shall specify, in writing, the date on which she plans to begin the leave and the expected date of return to:
  - 1) Her immediate supervisor
  - 2) The Office of Human Resources
- D) A unit member who has been on a maternity leave and desires to return to employment on a specified date shall provide a full written release statement from her attending physician stating that she is physically capable, without any restrictions, of resuming the performance of her duties on the specified date to:
  - 1) Her immediate supervisor
  - 2) The Office of Human Resources

### Military Leave

15.17 A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

### Personal Necessity Leave

15.18 A unit member may select to use up to seven (7) working days of accumulated sick leave, annually, in cases of personal necessity for the following purposes:

- A) Death of a member of the unit member's immediate family when additional leave is required beyond that provided in Article 15.1.A) and B).
- B) As a result of an accident or illness involving the unit member's person or property or the person or property of his/her immediate family.
- C) Resulting from the unit member's appearance in any court or before any administrative tribunal as a litigant, party, or witness.
- D) Such other reasons approved by the Superintendent/President or his/her designee.

15.19 A unit member shall be entitled to use, without qualification, three (3) of the seven (7) working days of the personal necessity leave as unspecified personal necessity leave with reasonable notice, when possible, by notifying his/her immediate supervisor.

### Sick Leave

15.20 A unit member shall be entitled to sick leave in accordance with the following schedule, providing he/she was in a paid status for more than one-half (1/2) of the working days in the month.

Hrs Worked Per Day	Hrs Worked Per Week	12 Month Assignment	11 Month Assignment	10 Month Assignment	9 Month Assignment
10	40	96 hrs	88 hrs	80 hrs	72 hrs
8	40	96 hrs	88 hrs	80 hrs	72 hrs
7	35	84 hrs	77 hrs	70 hrs	63 hrs
6	30	72 hrs	66 hrs	60 hrs	54 hrs
5	25	60 hrs	55 hrs	50 hrs	45 hrs
4	20	48 hrs	44 hrs	40 hrs	36 hrs
3	15	36 hrs	33 hrs	30 hrs	27 hrs

15.21 A unit member shall be entitled to sick leave as specified in Article 15.20 as follows:

- A) Prorated in accordance with the average number of hours worked per shift, excluding overtime.
- B) Credited on July 1 of each fiscal year, in advance, to the unit member's account.
- C) Unlimited accrual of unused sick leave earned.
- D) Overtime work does not earn sick leave.
- E) Absence from service for more than five (5) consecutive working days shall require a physician's certificate. Physician shall be limited to:
  - 1) M.D.
  - 2) D.D.S.
  - 3) D.O.
  - 4) Christian Science Practitioner
  - 5) Licensed Chiropractor
- F) Use of sick leave shall be charged in hourly increments.
- G) Amount of sick leave used at any one time may be the total amount credited in the unit member's account, whether or not it has already been earned.
- H) A unit member terminating his/her employment with the District must reimburse the District for any overuse of sick leave.
  - 1) A deduction shall be made from the unit member's last pay warrant.

- 2) If such deduction does not cover the amount due to the District, then the unit member shall be required to reimburse the District.
- l) Appointments with a physician, as defined in Article 15.21.E) for medical reasons, shall be deducted from earned sick leave and not deducted from personal necessity leave.

15.22 Unit members, at the beginning of each fiscal year, shall be credited with a total of 100 days of non-cumulative sick leave, including those days to which the employee is entitled under Section 15.20, and all accumulated sick leave. Once an employee exhausts all regular and accumulated sick leave any remaining days of illness, up to 100 days in the fiscal year, will be compensated at 50% of the employee's regular salary.

### **Catastrophic Illness Leave**

15.23 Catastrophic Illness Leave is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time and taking an extended leave creates a financial hardship for the employee because he/she has exhausted all of his/her fully paid sick leave. This Catastrophic Leave provision does not apply to stress related illness, elective surgery, normal pregnancy, Worker's Compensation claims, disabilities resulting from alcoholism or drug addictions, intentionally self-inflicted injuries, or normal illness such as recurring colds, flu, allergies, headaches, etc.

### 15.24 Leave Bank

- A) The District will maintain a Catastrophic Leave Bank comprised of sick leave voluntarily donated by unit members. All donations will be made to the Leave Bank, and may not be made to a specific employee, except as provided for in Section 15.27.
- B) A unit member may donate sick leave in increments of days. The minimum donation is one (1) day of accumulated sick leave. The donation is irrevocable.
- C) In order to be eligible to donate days of sick leave to the Leave Bank, the employee making the donation must have a minimum of ten (10) days of accumulated sick leave after making a donation.

### 15.25 Eligibility

In order to draw sick leave from the Leave Bank, the unit member must meet the following eligibility standards:

- A) The unit member must have exhausted all fully paid sick leave.
- B) The requested days must be used only for the employee's own catastrophic illness or injury.
- C) Withdraws from the Leave Bank will not cause an employee to exceed his/her normal wage for the day (e.g., an employee receiving 50% pay for an extended illness shall draw one-half (1/2) day to earn full pay for a normal day).
- D) Catastrophic Illness Leave is not available to probationary employees.

### **Catastrophic Illness Leave Committee**

15.26 A Catastrophic Illness Leave Committee (CLC) shall be established consisting of three (3) unit (CSEA) members appointed by the Association and two (2) District representatives appointed by the Superintendent/President or his/her designee. The CLC shall have the following authority and guidelines:

- A) Receive and review all Catastrophic Illness Leave requests submitted by the unit members to the Office of Human Resources.
- B) All members of the CLC shall maintain confidentiality of the unit members requesting Catastrophic Illness Leave and any records presented to the CLC for review. All decisions by the CLC shall be non-discriminatory.

- C) By majority vote, make final decisions regarding the granting of Catastrophic Illness Leave.
- D) Failure to achieve a majority vote shall constitute a denial of the request for Catastrophic Illness Leave.

### **Requests for Catastrophic Illness Leave Donations**

15.27 At the beginning of each academic year, the Office of Human Resources will notify all unit members informing unit members of their right to donate to the Leave Bank. In addition, if there are an insufficient number of days to cover a requested and approved catastrophic leave, the Office of Human Resources will send out an announcement asking for specific donation of sick time. The name of the employee for whom the days are requested shall not publicly be made known. Unit members, at the time of donating sick leave to the Leave Bank, will be required to sign a form indicating the amount of accumulated sick leave he/she is donating (the donation is irrevocable), and reminding the employee that donating sick leave may affect his/her retirement under PERS.



**ARTICLE 16 – SAFETY**

16.1 The District shall conform to and comply with all health, safety, and sanitation requirements imposed by federal, state, or local law or regulations adopted under federal, state, or local law.

## ARTICLE 17 – PROFESSIONAL GROWTH

- 17.1 The District agrees to grant reasonable release time and reimbursement to a unit member who requests to attend:
- A) A class(es) that directly relates to the unit member's current job classification or;
  - B) A class(es) that leads to a Citrus College Associate degree or;
  - C) A workshop(s) or other program(s) that directly relates to the unit member's current job classification.
- 17.2 A maximum of five (5) unit members, each semester, may apply for professional growth after twelve (12) months of satisfactory service to the District.
- 17.3 Professional growth requests must be submitted by a unit member, on the appropriate form, to the Office of Human Resources after his/her immediate supervisor has signed the form.
- A) The unit member shall submit the professional growth request to the Office of Human Resources fifteen (15) days prior to starting.
  - B) The Professional Growth Committee shall:
    - 1) Review the request.
    - 2) Forward the request, with or without a recommendation, to the Superintendent/President, or his/her designee, who has final authority in the decision.
  - C) The Professional Growth Committee shall be composed of:
    - 1) The chief officer of Human Resources.
    - 2) One (1) other manager.
    - 3) Two (2) unit members.

### **A Class(es) that Directly Relates to the Unit Member's Current Job Classification**

- 17.4 Release time for a class(es) that directly relates to the unit member's current job classification shall be considered whether or not the class(es) is taken at Citrus College but is not offered when he/she has free time (non-working hours).
- 17.5 A unit member shall first attempt to take the class(es) at Citrus College, if available.
- 17.6 Reimbursement for tuition fees and textbooks for a class(es) that directly relates to a unit member's current classification shall be provided if he/she satisfactorily completes the class(es) with a grade "C" or better.

### **A Class(es) that Leads to a Citrus College Associate Degree**

- 17.7 Release time for a class(es) that leads to a Citrus College Associate degree shall be considered if the class(es) is not offered when a unit member has free time (non-working hours).
- 17.8 Reimbursement for tuition fees and textbooks for a class(es) that leads to a Citrus College Associate degree shall be provided if a unit member satisfactorily completes the class(es) with a grade "C" or better.
- 17.9 Reimbursement for a class(es) that leads to a Citrus College Associate degree shall be considered if the class(es) is an official part of a clear program that leads to a degree, and a unit member satisfactorily completes the class(es) with a grade "C" or better.
- 17.10 The clear program shall be verified by the submission of a Citrus College Student Educational Plan (SEP) signed by a Citrus College counselor.

### **Workshop(s) or Other Appropriate Program(s)**

- 17.11 Release time for a workshop(s) or other appropriate program(s) directly related to a unit member's current classification shall be considered.
  
- 17.12 Reimbursement for registration/enrollment and mileage for a workshop(s) or other appropriate program(s) shall be provided, if not reimbursed by other District funding sources, when a unit member verifies attendance.

## **ARTICLE 18 – CONCERTED ACTIVITIES**

- 18.1 CSEA recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort to encourage all unit members to do the same.
- 18.2 It is agreed and understood that, during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity, there shall be no:
- A) Strike
  - B) Work stoppage
  - C) Slow down
  - D) Picketing
  - E) Refusal or failure to fully and faithfully perform job functions and responsibilities
  - F) Interference with the operations of the District by CSEA or by its officers, agents, or unit members
- 18.3 A unit member violating this Article shall be subject to a hearing by the District and possible disciplinary action as covered by Board Policy, Employment Rules and Regulations.
- 18.4 The District agrees that it shall not engage in any lockout action.

## **ARTICLE 19 – SAVINGS CLAUSE**

- 19.1 If during the life of this Agreement there exists any applicable law, rule, regulation, or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision 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.
- 19.2 Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.
- 19.3 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) working days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## **ARTICLE 20 – WAIVER OF THE DUTY TO MEET AND NEGOTIATE**

- 20.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of school district bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 20.2 Each voluntarily and unqualifiedly waives the rights and each agrees that the other shall not be obligated to meet and negotiate or to bargain collectively with respect to any subject or matter referred to or covered in this Agreement unless as otherwise specified in this agreement.
- 20.3 This Article shall not preclude the parties from meeting and negotiating with respect to collective bargaining agreements to take effect after the expiration of the term of this Collective Bargaining Agreement.

## **ARTICLE 21 – DURATION**

- 21.1 The term of this Agreement shall be from January 1, 2021, through December 31, 2023. The holidays in Article 12 shall be corrected by calendar dates only.
- 21.2 There will be no re-openers for the duration of this Agreement.
- 21.3 If negotiations for the successor agreement have not been concluded by the expiration of this contract, all provisions of said contract shall be extended until a new agreement has been negotiated and ratified by both parties.

## ARTICLE 22 - DISCIPLINE: Suspension, Demotion, and Dismissal (Permanent Classified Employees)

### Definitions

**Suspension** means the temporary removal of an employee with loss of pay as a result of disciplinary measure.

**Demotion** means the reassignment of an employee to a lower classification at the rate of pay appropriate for that classification.

**Dismissal** means the separation, discharge, or permanent removal of an employee from his/her position for cause in accordance with the provisions of the Education Code 88013 and these rules.

**Mediation review** means the employee's opportunity to respond orally or in writing to the charges contained in a Notice of Proposed Disciplinary Action.

**Mediator** means the person appointed by the State Mediation and Conciliation Service to conduct a requested review of a Notice of Proposed Disciplinary Action.

**Hearing Officer** means the person selected to act as the Hearing Officer for purposes of an appeal of a Notice of Proposed Disciplinary Action.

22.1 A permanent classified employee may be suspended, demoted, or dismissed by the Board of Trustees upon the recommendation of the Superintendent/President.

### Causes for Discipline

22.2 One or more of the following are declared to be causes for the suspension, demotion, or dismissal of any permanent employee in the classified service.

- A) Incompetency.
- B) Inefficiency, inattention to or dereliction of duty, lack of ability or failure to perform the assigned duties in a satisfactory manner.
- C) Insubordination, failure to obey reasonable directions, including but not limited to, refusal to do assigned work, or observe reasonable Board Policies and Administrative Procedures, or willful and repeated violation of the provisions of the Education Code.
- D) Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- E) Engaging in political activity during the assigned hours of employment.
- F) Discourteous treatment of the public, students or of fellow employees.
- G) Use of, possession of, and/or reporting to or being on the job while under the influence of controlled substances, including alcoholic beverages, narcotics or other illegal restricted or unauthorized substances.
- H) Committing any dishonest act which adversely affects in any way the District, its employees, students and/or public; and/or the operation or purpose of a District position.
- I) Carelessness or negligence in the performance of duty or in the care of use of District property.
- J) Absence and/or repeated tardiness without authority or sufficient reason.
- K) Abuse of illness leave privileges.
- L) Evident unfitness for service.
- M) Sleeping while on or during assigned work hours.
- N) Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records or any other district records or documents.
- O) Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the governing board or by any appropriate state or local governmental agency.
- P) Abandonment of position, which shall be interpreted to mean an absence without continued notification in excess of one day, except when conditions prevail that makes it impossible for the employee to contact the District.
- Q) Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or



- any service in exchange for granting any special treatment to another employee or to any member of the public.
- R) Taking for personal use from any person in connection with work any fee, gift or other valuable thing when such fee, gift or other valuable thing has been given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.
- S) Inducing or attempting to induce any person, firm, or corporation doing business with the school district to show any material favor or consideration of any kind to any person including giving employment to any person.
- T) Inducing or attempting to induce an employee of the District to commit an unlawful act or to act in violation of any lawful and reasonable departmental or official regulation or order.

### **Progressive Discipline**

- 22.3 Prior to implementing formal discipline of suspension, demotion, and/or termination, the District will first utilize progressive discipline, except where the Director of Human Resources, or designee, determines that the employee's conduct requires immediate and more serious corrective action.
- A) Progressive discipline shall include the following steps:
    - 1) verbal warning(s)
    - 2) written warning(s)
    - 3) formal written reprimand(s)
  - B) Written confirmation of a verbal warning and written warnings may be placed in the personnel file at the time of issuance. If such warnings or confirmation of verbal warnings may be used in support of a formal disciplinary action, the warning shall be placed in the personnel file. All formal written reprimands shall be placed in the personnel file. The employee shall be given written notice of the placement of the document in his/her file. The employee shall have an opportunity to submit a written response for inclusion in the personnel file within ten (10) workdays of the notice of intended placement of the document in his/her file. In addition, an employee who is issued a written warning or a formal written reprimand may, within ten (10) working days of receipt of a written warning or formal written reprimand, request a conference with the next level supervisor above the manager/supervisor issuing the written warning or formal written reprimand, for the purpose of contesting the statements contained in any such warning or reprimand which are believed by the employee to be false.
  - C) Written warnings may include references to the employee's formal evaluation.
  - D) The steps in progressive discipline under this article are not subject to the grievance procedure.

### **Procedure for Disciplinary Action**

- 22.4 The District may, for disciplinary purposes, suspend, demote, or dismiss any employee holding a position in the classified service. Demotion may include reduction in pay from a step within the class to one or more lower steps. Except as provided for in the Education Code, discipline may only be implemented after the employee has exhausted his/her hearing rights as set forth in the Formal Hearing Procedure below.

**Interim Unpaid Status:** Where the District recommends the dismissal of a unit member, upon service of the notice of proposed discipline, the District may propose to place the unit member in an interim unpaid status. The Mediation review process as set forth in Section 22.4 (2) shall serve as the unit member's right to respond to a proposed interim unpaid status. The mediator shall have the authority to make a recommendation to uphold, amend, or dismiss the District's proposed interim unpaid status.

If the mediator recommends that the proposed interim unpaid status be upheld, the District may place the unit member in an unpaid status. The unit member will remain in an unpaid status until such time as the procedures for disciplinary action have been completed per Section 22.22. In the event the mediator recommends against implementing an interim unpaid status, the District may proceed with the proposed dismissal and the unit member will remain in a paid

status until such time as the procedures for disciplinary action have been completed per Section 22.22.

In the event the decision to dismiss the unit member is reversed or modified to a suspension, the unit member will receive pay for any days of an interim unpaid status beyond the days ordered as part of the decision to suspend the unit member. The District and CSEA agree this section satisfies a unit member's right to a pre-discipline review of any recommendation to impose an interim unpaid status.

A) Notice of Proposed Discipline

For employees to be suspended, demoted, or dismissed the District shall provide the effected employee:

1) Notice of Proposed Disciplinary Action

Whenever the District intends to suspend an employee, demote the employee, or dismiss the employee, s/he shall be given a written notice of the proposed discipline, signed by the Superintendent/President or his/her designee, which sets forth the following:

- a) The disciplinary action intended.
- b) The specific charges upon which the proposed action is based.
- c) A factual summary of the grounds upon which the charges are based.
- d) A copy of all written materials, reports, and documents upon which the proposed discipline is based.
- e) Notice of the employee's right to a mediation review and formal hearing rights.
- f) Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
- g) The Notice will also be sent to the employee's representative, if any.
- h) The Notice will be personally delivered or sent by certified mail to the employee's address contained in the District's Human Resources Office records.

2) Appeal of Proposed Disciplinary Action: Request for Mediation Review and/or Formal Hearing.

*Mediation Review of Notice of Proposed Disciplinary Action*

An employee who is served with a Notice of Proposed Disciplinary Action may request a mediation review of the causes and charges set forth in the Notice of Proposed Disciplinary Action. Such request must be made within ten (10) working days of the receipt of the Notice of Proposed Disciplinary Action by filing a written request for mediation review with the Human Resources Office on the form provided for that purpose.

Within five (5) working days of such a request, the District will request the services of a mediator from the California State Mediation and Conciliation Service.

The mediation meeting shall occur within thirty calendar (30) days from the date the request for mediation is sent to the California State Mediation and Conciliation Service.

The function of the Mediator shall be to facilitate a conversation between the District and the employee and his/her representative concerning the proposed disciplinary action and, where appropriate, to recommend terms for possible resolution. The Mediator shall not have the authority to impose a settlement upon the parties.

If an agreement is reached during mediation, a written statement of the agreement shall be prepared and signed by the parties. If the mediation

process ends without an agreement, then the District shall send notice of disciplinary action, which is to include the following:

- a) The disciplinary action intended.
  - b) The specific charges upon which the action is based.
  - c) A factual summary of the grounds upon which the charges are based.
  - d) A copy of all written materials, reports, and documents upon which the discipline is based.
  - e) Notice of the employee's right to a formal hearing.
  - f) Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
  - g) The Notice will also be sent to the employee's representative, if any.
  - h) The Notice will be personally delivered or sent by certified mail to the employee's address contained in the District's Human Resources Office records.
- 3) Upon receipt of the Notice of Disciplinary Action, the employee may proceed to a formal hearing as provided under the Formal Hearing Procedure below.

#### Request for a Formal Hearing

An employee who is served with a Notice of Proposed Disciplinary Action may request a formal hearing by submitting a written request to Human Resources on the form provided for that purpose. Such request must be filed with Human Resources within ten (10) working days of receipt of the Notice. If the employee requested mediation review of the Notice of Proposed Disciplinary action, then the request for a hearing must be filed within five (5) working days from the receipt of the Notice of Disciplinary Action.

### **Formal Hearing Procedure - Time for Hearing**

22.5 A hearing officer shall, within a reasonable time from the filing of the appeal, commence the hearing.

### **Selection of the Hearing Officer**

22.6 The Board shall secure the services of an experienced hearing officer within ten (10) days of receipt of the employee's request for a formal hearing. The District and CSEA each July of this Agreement shall meet and select three (3) hearing officers to hear disciplinary matters during the particular fiscal year. In the event that the District and CSEA cannot reach agreement on the list of hearing officers, a list of seven (7) names will be requested from State Mediation. The District and CSEA shall each strike two (2) names from the list. The remaining three (3) names shall serve as the hearing officers. Their rank order shall be determined by lot. The three (3) hearing officers will be placed in rank order (determined by lot). The first hearing officer on the list shall be appointed to the first case and then placed at the bottom of the list. All hearing officer assignments will be selected in this manner of rotation. If this individual will not be available for the hearing within a reasonable time, not to exceed thirty (30) days, the next hearing officer in order of the agreed upon list shall be appointed.

### **Failure to Appear**

22.7 Any employee, having filed an appeal with the Board and having been notified of the time and place of the hearing, who fails to make an appearance before the hearing officer without good cause will be deemed to have abandoned his or her appeal. In this event, the hearing officer will determine whether there was good cause and may dismiss the appeal.

### **Conduct of the Hearing, Record of Proceedings, and Costs**

22.8 All disciplinary appeal hearings may, at the discretion of either party or the Board of Trustees, be recorded by a court reporter.

22.9 Any hearing which does not utilize a court reporter shall be recorded by audio tapes.

22.10 If a court reporter is requested by either party, that party shall pay the cost of the court reporter.

### **Evidence**

22.11 The hearing need not be conducted in accordance with technical rules relating to evidence in California law and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules, which might make improper the admission of such evidence over objection in civil actions.

22.12 Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

22.13 The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant and unduly repetitious evidence may be excluded.

22.14 The Hearing Officer shall determine relevancy, weight and credibility of testimony and evidence. Decisions of this nature made by the Hearing Officer shall not be invalidated by any informality in the proceedings.

22.15 During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon the motion of either party.

### **Burden of Proof**

22.16 In a disciplinary appeal, the District has the burden of proof by preponderance of the evidence.

### **Proceed with Hearing or Request for Continuance**

22.17 Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated.

### **Testimony under Oath**

22.18 All witnesses shall be sworn in for the record prior to offering testimony at the hearing.

### **Written Findings, Conclusion, and Decision of the Formal Hearing**

22.19 The hearing officer shall render findings, conclusions, and decision as soon after the conclusion of the hearing as possible. A finding must be made by the hearing officer on each material issue. The hearing officer may sustain or reject any or all of the charges filed against the employee. The hearing officer may sustain, reject or reduce the disciplinary action invoked against the employee.

22.20 The hearing officer will issue a proposed decision to be submitted to the Board of Trustees.

22.21 The proposed decision, the record of the hearing and all documentary evidence shall be available for review by the Board when it deliberates.

22.22 The Board may adopt the proposed decision, modify the proposed decision, or render a new decision. In the event the Board of Trustees upholds a recommendation for disciplinary action, the recommended disciplinary action will be implemented on a date following the Board of Trustees' decision.

### **Decision of the Board**

22.23 The decision of the Board of Trustees in all cases shall be final.



## **ARTICLE 23 – LAYOFF/REDUCTION IN HOURS/ DISPLACEMENT AND RE-EMPLOYMENT RIGHTS**

### **Definitions**

**Layoff** is the separation from a regular position due to lack of work or lack of funds, or as a result of the expiration of a specially funded program.

### **Layoffs**

23.1 Any layoff shall be affected within a classification. A unit member with the least seniority within the affected classification plus higher classifications shall be laid off first.

### **Seniority**

23.2 Seniority shall be based on the date of hire of the unit member in the effected classification plus higher classifications.

### **Notification of Layoff to CSEA/Negotiations**

23.3 The District shall notify the Association within a reasonable amount of time prior to notices of layoff being sent to any unit members. Should the Association desire to negotiate the effects of the proposed layoff it shall notify the District in writing no later than (10) working days after receipt of the District notification. The decision to layoff unit members is non-negotiable.

23.4 The District shall notify the Association within a reasonable amount of time prior to notices of reduction in assigned time being sent to any unit members. Should the Association desire to negotiate the decision and effects of the proposed reduction in assigned time it shall notify the District in writing no later than (10) working days after receipt of the District notification.

23.5 At the time the District notifies the Association of an impending layoff and/or reduction in assigned time the District shall provide the Association with a list of positions proposed to be laid off, the departments/offices affected and a seniority list for each of the classifications effected. This article does not limit the Association's right to request necessary and relevant information regarding the layoff and/or reduction in assigned time.

23.6 If an agreement regarding layoff is not reached prior to the end of the sixty (60) day notice of layoff to affected employees, the District may proceed with the layoff and negotiations concerning the effects shall continue.

### **Notification to Affected Unit Members**

23.7 Should a layoff or reduction in hours become necessary, the effected unit member shall receive a notice of layoff, or notice of reduction in hours. The unit member shall receive a written layoff notice or notice of reduction in hours at least sixty (60) days prior to the effective date of the layoff or reduction in hours. The notice shall include information describing the unit member's re-employment rights and displacement rights.

23.8 Should circumstances change and the layoff/reduction in hours not be necessary the unit member shall receive notification from the District.

- 23.9 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than sixty (60) days prior to the effective date of their layoff.

### **Displacement “Bumping” Rights**

- 23.10 The District and the Association shall meet and review all bumping scenarios provided the Association has notified of its intent to negotiate. Bumping shall be part of the effects negotiations as mentioned in 23.3, 23.4, 23.5, and 23.6 of this Article. Bumping of and by a unit member shall be made in accordance with the Education Code and established case law.
- 23.11 A unit member who elects a layoff in lieu of bumping maintains his/her re-employment rights under this Agreement.
- 23.12 If two (2) or more unit members subject to layoff have equal seniority, the determination as to who shall be laid off will be by lot.

### **Re-employment Rights**

- 23.13 Laid off unit members are eligible for re-employment in the classification, or for classifications for which the member meets the minimum qualifications, from which they were laid off from for a thirty-nine (39) month period and shall be re-employed in order of highest seniority.
- 23.14 Unit member’s re-employment shall take precedence over any other type of employment.
- 23.15 In addition, unit members shall have the right to apply for promotional positions within the filing period specified. A unit member on a re-employment list shall notify the District of their desire to be considered for promotional positions.
- 23.16 Unit members who take voluntary demotions (i.e. bump into a lower classification) shall be entitled to an additional twenty four (24) months on the re-employment list.
- 23.17 Unit members who take reductions in assigned time shall be entitled to an additional twenty four (24) months on the re-employment list.

### **Notification of Re-employment**

- 23.18 A unit member who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening.
- 23.19 Unit members shall notify the District of their intent to accept or refuse re-employment within five (5) working days following receipt of the re-employment notice. If the unit member accepts re-employment, the unit member must report to work within ten (10) working days following receipt of the re-employment notice.
- 23.20 Unit members shall be re-employed in the highest-rated job classification available in accordance with their classification seniority. Unit members who accept a position lower than their highest former classification shall retain their original thirty-nine (39) month rights to the higher paid position.

## **Miscellaneous**

- 23.21 Any unit member who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.
- 23.22 Upon return work, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the unit member will not accrue vacation, sick leave, holidays or other leave benefits.



## APPENDIX A - CITRUS COLLEGE CLASSIFIED EMPLOYEE CLASSIFICATIONS AND RANGES

Account Clerk I.....	25	Gardener II.....	28
Account Clerk II.....	29	Gardener III.....	31
Account Clerk III.....	34	Golf Range Shop Assistant.....	24
Account Clerk/Cashier.....	29	Golf Range Team Leader.....	35
Accounting Technician.....	36	Golf Range Technician I.....	10
Adapted Testing Technician.....	33	Grant Project Specialist.....	38
Administrative Assistant.....	42	Graphic Designer.....	37
Administrative Clerk I.....	19	Graphic Designer (Senior).....	50
Administrative Clerk II.....	22	Guest Relations Assistant.....	10
Administrative Clerk III.....	26	Health Services Assistant.....	27
Administrative Secretary I.....	31	Human Resources Assistant.....	28
Administrative Secretary II.....	34	Human Resources Technician I.....	36
Admissions & Records Coordinator.....	40	Human Resources Technician II.....	40
Admissions & Records Specialist.....	33	Information Technology Security Analyst.....	52
Admissions & Records Technician I.....	22	Information Technology Support Specialist I.....	37
Admissions & Records Technician II.....	26	Information Technology Support Specialist II.....	43
Admissions & Records Technician III.....	31	Information Technology Support Specialist III.....	52
Alternative Media Specialist.....	46	Information Technology Trainer I.....	37
Aquatics Coordinator.....	36	Instructional Aide I.....	10
Assistant to International Trade Director.....	34	Instructional Aide II.....	17
Athletic & Kinesiology Assistant.....	29	Instructional & Administrative Systems	
Athletic Trainer I.....	35	Development Lead.....	53
Athletic Trainer II.....	43	Instructional Computing Technician.....	40
Audio-Visual (AV) Media Assistant.....	21	Instructional Lab Assistant I.....	21
Automotive Lab Technician.....	29	Instructional Lab Assistant I—Cosmetology.....	21
Bookstore Evening Coordinator.....	30	Instructional Lab Assistant I—Performing Arts.....	21
Bookstore On-Line Coordinator.....	35	Instructional Lab Assistant II.....	29
Bookstore Operations Coordinator.....	36	Instructional Lab Technician I—Learning Center.....	29
Bookstore Shipping/Receiving Clerk.....	20	Instructional Lab Technician II—Science.....	34
Budget Analyst.....	42	Instructional Lab Technician III—Learning Center.....	39
Bursar/ Banner Student Finance Coordinator.....	38	Instructional Lab Technician III—Science.....	39
Buyer.....	35	International Student Technician.....	31
Buyer (Senior).....	43	Interpreter Specialist.....	47
Campus Safety Officer II.....	27	Laundry Assistant.....	10
Campus Safety Officer III.....	32	Library Media Assistant.....	21
CDC Office Coordinator.....	32	Library Media Technician I.....	26
Child Care and Development Technician.....	29	Library Media Technician II.....	31
Child Development Aide.....	17	Library Reference Technician.....	33
College Promotions Specialist.....	39	Library Systems Technician.....	33
Completion Advisor.....	39	Mailroom/Reprographics Technician.....	30
Completion Specialist.....	33	Maintenance Utility Worker.....	29
Computer Operations Specialist I.....	32	Operations Assistant—Campus Safety.....	34
Computer Operations Specialist II.....	35	Operations Assistant—Facilities.....	36
Coordinator of School Relations.....	39	Outreach Liaison.....	33
Cosmetology Receptionist.....	20	Outreach Specialist.....	38
Cosmetology Technician.....	27	Payroll Coordinator.....	40
Curriculum Assistant.....	31	Payroll Technician.....	34
Custodian.....	22	Performing Arts Cashier.....	19
Database Administrator.....	60	Performing Arts Shop Coordinator.....	36
Department Aide.....	3	Performing Arts Stage Manager.....	36
DSPS Specialist.....	31	Professional Teacher Assistant—Cosmetology.....	49
Educational Advisor.....	39	Program Assistant.....	24
EOP&S/CARE Specialist.....	33	Program Coordinator—Foster Care.....	51
ERP Coordinator.....	46	Program Coordinator.....	51
Facilities Access Technician.....	32	Programmer Analyst I.....	40
Faculty Schedule/Catalog Analyst.....	42	Programmer Analyst II.....	46
Financial Aid Advisor.....	34	Programmer Analyst III.....	52
Financial Aid Assistant.....	28	Publications Specialist.....	33
Financial Aid Coordinator.....	40	Purchasing Assistant.....	24
Financial Aid Technician.....	31	Recording Specialist.....	44
Food Service Assistant I.....	10	Reprographic Technician I.....	25
Food Service Assistant II.....	14	Reprographic Technician II.....	30
Food Service Team Leader.....	27	Reprographic Technician III.....	35
Gardener I.....	25	Research Analyst.....	49

Secretary.....	28
Service Learning Technician II.....	33
Skilled Maintenance Technician.....	38
Sports Information Coordinator.....	33
Student Employment Technician I.....	26
Student Employment Technician II.....	33
Student Services Assistant.....	17
Study Abroad Specialist.....	38
Telephone/Mailroom Coordinator.....	30
Testing Technician.....	33

Textbook Assistant.....	26
Textbook Coordinator.....	33
Transcript Evaluator.....	36
Transportation/Warehouse Coordinator.....	34
Vending Services Technician.....	27
Veterans Services Technician.....	33
Warehouse Assistant.....	27
Warehouse Coordinator.....	29
Web Page Specialist.....	37

(Effective January 1, 2021)

# APPENDIX B<sub>1</sub> - CITRUS COLLEGE 2021 CLASSIFIED SALARY SCHEDULE

## Effective January 1, 2021 – December 31, 2023

Range	STEP 1 Month	Hour	STEP 2 Month	Hour	STEP 3 Month	Hour	STEP 4 Month	Hour	STEP 5 Month	Hour	STEP 6 Month	Hour	STEP 7 Month	Hour
0													\$2,459.68	\$14.19
1													\$2,521.18	\$14.55
2											\$2,461.15	\$14.20	\$2,584.21	\$14.91
3											\$2,522.68	\$14.55	\$2,648.81	\$15.28
4									\$2,462.60	\$14.21	\$2,585.73	\$14.92	\$2,715.02	\$15.66
5									\$2,524.16	\$14.56	\$2,650.37	\$15.29	\$2,782.89	\$16.06
6							\$2,464.08	\$14.22	\$2,587.28	\$14.93	\$2,716.64	\$15.67	\$2,852.47	\$16.46
7							\$2,525.67	\$14.57	\$2,651.95	\$15.30	\$2,784.55	\$16.07	\$2,923.78	\$16.87
8					\$2,465.54	\$14.22	\$2,588.82	\$14.94	\$2,718.26	\$15.68	\$2,854.17	\$16.47	\$2,996.88	\$17.29
9					\$2,527.17	\$14.58	\$2,653.53	\$15.31	\$2,786.21	\$16.07	\$2,925.52	\$16.88	\$3,071.80	\$17.72
10			\$2,467.01	\$14.23	\$2,590.36	\$14.94	\$2,719.88	\$15.69	\$2,855.87	\$16.48	\$2,998.66	\$17.30	\$3,148.59	\$18.17
11			\$2,528.68	\$14.59	\$2,655.11	\$15.32	\$2,787.87	\$16.08	\$2,927.26	\$16.89	\$3,073.62	\$17.73	\$3,227.30	\$18.62
12	\$2,468.48	\$14.24	\$2,591.90	\$14.95	\$2,721.50	\$15.70	\$2,857.58	\$16.49	\$3,000.46	\$17.31	\$3,150.48	\$18.18	\$3,308.00	\$19.08
13	\$2,530.19	\$14.60	\$2,656.70	\$15.33	\$2,789.54	\$16.09	\$2,929.02	\$16.90	\$3,075.47	\$17.74	\$3,229.24	\$18.63	\$3,390.70	\$19.56
14	\$2,593.44	\$14.96	\$2,723.11	\$15.71	\$2,859.27	\$16.50	\$3,002.23	\$17.32	\$3,152.34	\$18.19	\$3,309.96	\$19.10	\$3,475.46	\$20.05
15	\$2,658.28	\$15.34	\$2,791.19	\$16.10	\$2,930.75	\$16.91	\$3,077.29	\$17.75	\$3,231.15	\$18.64	\$3,392.71	\$19.57	\$3,562.35	\$20.55
16	\$2,724.74	\$15.72	\$2,860.98	\$16.51	\$3,004.03	\$17.33	\$3,154.23	\$18.20	\$3,311.94	\$19.11	\$3,477.54	\$20.06	\$3,651.42	\$21.07
17	\$2,792.86	\$16.11	\$2,932.50	\$16.92	\$3,079.13	\$17.76	\$3,233.09	\$18.65	\$3,394.74	\$19.59	\$3,564.48	\$20.56	\$3,742.70	\$21.59
18	\$2,862.68	\$16.52	\$3,005.81	\$17.34	\$3,156.10	\$18.21	\$3,313.91	\$19.12	\$3,479.61	\$20.08	\$3,653.59	\$21.08	\$3,836.27	\$22.13
19	\$2,934.25	\$16.93	\$3,080.96	\$17.78	\$3,235.01	\$18.66	\$3,396.76	\$19.60	\$3,566.60	\$20.58	\$3,744.93	\$21.61	\$3,932.18	\$22.69
20	\$3,007.61	\$17.35	\$3,157.99	\$18.22	\$3,315.89	\$19.13	\$3,481.68	\$20.09	\$3,655.76	\$21.09	\$3,838.55	\$22.15	\$4,030.48	\$23.25
21	\$3,082.80	\$17.79	\$3,236.94	\$18.68	\$3,398.79	\$19.61	\$3,568.73	\$20.59	\$3,747.17	\$21.62	\$3,934.53	\$22.70	\$4,131.26	\$23.83
22	\$3,159.87	\$18.23	\$3,317.86	\$19.14	\$3,483.75	\$20.10	\$3,657.94	\$21.10	\$3,840.84	\$22.16	\$4,032.88	\$23.27	\$4,234.52	\$24.43
23	\$3,238.87	\$18.69	\$3,400.81	\$19.62	\$3,570.85	\$20.60	\$3,749.39	\$21.63	\$3,936.86	\$22.71	\$4,133.70	\$23.85	\$4,340.39	\$25.04
24	\$3,319.84	\$19.15	\$3,485.83	\$20.11	\$3,660.12	\$21.12	\$3,843.13	\$22.17	\$4,035.29	\$23.28	\$4,237.05	\$24.44	\$4,448.90	\$25.67
25	\$3,402.84	\$19.63	\$3,572.98	\$20.61	\$3,751.63	\$21.64	\$3,939.21	\$22.73	\$4,136.17	\$23.86	\$4,342.98	\$25.06	\$4,560.13	\$26.31
26	\$3,487.91	\$20.12	\$3,662.31	\$21.13	\$3,845.43	\$22.19	\$4,037.70	\$23.29	\$4,239.59	\$24.46	\$4,451.57	\$25.68	\$4,674.15	\$26.97
27	\$3,575.11	\$20.63	\$3,753.87	\$21.66	\$3,941.56	\$22.74	\$4,138.64	\$23.88	\$4,345.57	\$25.07	\$4,562.85	\$26.32	\$4,790.99	\$27.64
28	\$3,664.49	\$21.14	\$3,847.71	\$22.20	\$4,040.10	\$23.31	\$4,242.11	\$24.47	\$4,454.22	\$25.70	\$4,676.93	\$26.98	\$4,910.78	\$28.33
29	\$3,756.10	\$21.67	\$3,943.91	\$22.75	\$4,141.11	\$23.89	\$4,348.17	\$25.09	\$4,565.58	\$26.34	\$4,793.86	\$27.66	\$5,033.55	\$29.04
30	\$3,850.00	\$22.21	\$4,042.50	\$23.32	\$4,244.63	\$24.49	\$4,456.86	\$25.71	\$4,679.70	\$27.00	\$4,913.69	\$28.35	\$5,159.37	\$29.77
31	\$3,946.25	\$22.77	\$4,143.56	\$23.91	\$4,350.74	\$25.10	\$4,568.28	\$26.36	\$4,796.69	\$27.67	\$5,036.52	\$29.06	\$5,288.35	\$30.51
32	\$4,044.91	\$23.34	\$4,247.16	\$24.50	\$4,459.52	\$25.73	\$4,682.50	\$27.01	\$4,916.63	\$28.37	\$5,162.46	\$29.78	\$5,420.58	\$31.27
33	\$4,146.03	\$23.92	\$4,353.33	\$25.12	\$4,571.00	\$26.37	\$4,799.55	\$27.69	\$5,039.53	\$29.07	\$5,291.51	\$30.53	\$5,556.09	\$32.05
34	\$4,249.68	\$24.52	\$4,462.16	\$25.74	\$4,685.27	\$27.03	\$4,919.53	\$28.38	\$5,165.51	\$29.80	\$5,423.79	\$31.29	\$5,694.98	\$32.86
35	\$4,355.92	\$25.13	\$4,573.72	\$26.39	\$4,802.41	\$27.71	\$5,042.53	\$29.09	\$5,294.66	\$30.55	\$5,559.39	\$32.07	\$5,837.36	\$33.68
36	\$4,464.82	\$25.76	\$4,688.06	\$27.05	\$4,922.46	\$28.40	\$5,168.58	\$29.82	\$5,427.01	\$31.31	\$5,698.36	\$32.88	\$5,983.28	\$34.52
37	\$4,576.44	\$26.40	\$4,805.26	\$27.72	\$5,045.52	\$29.11	\$5,297.80	\$30.56	\$5,562.69	\$32.09	\$5,840.82	\$33.70	\$6,132.86	\$35.38
38	\$4,690.85	\$27.06	\$4,925.39	\$28.42	\$5,171.66	\$29.84	\$5,430.24	\$31.33	\$5,701.75	\$32.90	\$5,986.84	\$34.54	\$6,286.18	\$36.27
39	\$4,808.12	\$27.74	\$5,048.53	\$29.13	\$5,300.96	\$30.58	\$5,566.01	\$32.11	\$5,844.31	\$33.72	\$6,136.53	\$35.40	\$6,443.36	\$37.17
40	\$4,928.32	\$28.43	\$5,174.74	\$29.85	\$5,433.48	\$31.35	\$5,705.15	\$32.91	\$5,990.41	\$34.56	\$6,289.93	\$36.29	\$6,604.43	\$38.10
41	\$5,051.53	\$29.14	\$5,304.11	\$30.60	\$5,569.32	\$32.13	\$5,847.79	\$33.74	\$6,140.18	\$35.42	\$6,447.19	\$37.20	\$6,769.55	\$39.06
42	\$5,177.82	\$29.87	\$5,436.71	\$31.37	\$5,708.55	\$32.93	\$5,993.98	\$34.58	\$6,293.68	\$36.31	\$6,608.36	\$38.13	\$6,938.78	\$40.03
43	\$5,307.27	\$30.62	\$5,572.63	\$32.15	\$5,851.26	\$33.76	\$6,143.82	\$35.45	\$6,451.01	\$37.22	\$6,773.56	\$39.08	\$7,112.24	\$41.03
44	\$5,439.95	\$31.38	\$5,711.95	\$32.95	\$5,997.55	\$34.60	\$6,297.43	\$36.33	\$6,612.30	\$38.15	\$6,942.92	\$40.06	\$7,290.07	\$42.06
45	\$5,575.95	\$32.17	\$5,854.75	\$33.78	\$6,147.49	\$35.47	\$6,454.86	\$37.24	\$6,777.60	\$39.10	\$7,116.48	\$41.06	\$7,472.30	\$43.11
46	\$5,715.35	\$32.97	\$6,001.12	\$34.62	\$6,301.18	\$36.35	\$6,616.24	\$38.17	\$6,947.05	\$40.08	\$7,294.40	\$42.08	\$7,659.12	\$44.19
47	\$5,858.23	\$33.80	\$6,151.14	\$35.49	\$6,458.70	\$37.26	\$6,781.64	\$39.13	\$7,120.72	\$41.08	\$7,476.76	\$43.14	\$7,850.60	\$45.29
48	\$6,004.69	\$34.64	\$6,304.92	\$36.38	\$6,620.17	\$38.19	\$6,951.18	\$40.10	\$7,298.74	\$42.11	\$7,663.68	\$44.21	\$8,046.86	\$46.43
49	\$6,154.81	\$35.51	\$6,462.55	\$37.28	\$6,785.68	\$39.15	\$7,124.96	\$41.11	\$7,481.21	\$43.16	\$7,855.27	\$45.32	\$8,248.03	\$47.59
50	\$6,308.68	\$36.40	\$6,624.11	\$38.22	\$6,955.32	\$40.13	\$7,303.09	\$42.13	\$7,668.24	\$44.24	\$8,051.65	\$46.45	\$8,454.23	\$48.78
51	\$6,466.40	\$37.31	\$6,789.72	\$39.17	\$7,129.21	\$41.13	\$7,485.67	\$43.19	\$7,859.95	\$45.35	\$8,252.95	\$47.61	\$8,665.60	\$49.99
52	\$6,628.06	\$38.24	\$6,959.46	\$40.15	\$7,307.43	\$42.16	\$7,672.80	\$44.27	\$8,056.44	\$46.48	\$8,459.26	\$48.80	\$8,882.22	\$51.24
53	\$6,793.76	\$39.20	\$7,133.45	\$41.16	\$7,490.12	\$43.21	\$7,864.63	\$45.37	\$8,257.86	\$47.64	\$8,670.75	\$50.02	\$9,104.29	\$52.53
54	\$6,963.60	\$40.18	\$7,311.78	\$42.18	\$7,677.37	\$44.29	\$8,061.24	\$46.51	\$8,464.30	\$48.83	\$8,887.52	\$51.28	\$9,331.90	\$53.84
55	\$7,137.69	\$41.18	\$7,494.57	\$43.24	\$7,869.30	\$45.40	\$8,262.77	\$47.67	\$8,675.91	\$50.05	\$9,109.71	\$52.56	\$9,565.20	\$55.18
56	\$7,316.13	\$42.21	\$7,681.94	\$44.32	\$8,066.04	\$46.54	\$8,469.34	\$48.86	\$8,892.81	\$51.31	\$9,337.45	\$53.87	\$9,804.32	\$56.56
57	\$7,499.03	\$43.26	\$7,873.98	\$45.43	\$8,267.68	\$47.70	\$8,681.06	\$50.08	\$9,115.11	\$52.59	\$9,570.87	\$55.22	\$10,049.41	\$57.98
58	\$7,686.51	\$44.35	\$8,070.84	\$46.56	\$8,474.38	\$48.89	\$8,898.10	\$51.34	\$9,343.01	\$53.90	\$9,810.16	\$56.60	\$10,300.67	\$59.43
59	\$7,878.67	\$45.45	\$8,272.60	\$47.73	\$8,686.23	\$50.11	\$9,120.54	\$52.62	\$9,576.57	\$55.25	\$10,055.40	\$58.01	\$10,558.17	\$60.91
60	\$8,075.64	\$46.59	\$8,479.42	\$48.92	\$8,903.39	\$51.37	\$9,348.56	\$53.94	\$9,815.99	\$56.63	\$10,306.79	\$59.46	\$10,822.13	\$62.44

LONGEVITY: One (1) range increase at the beginning of eleven (11) years. A total of six (6) range increases at the beginning of twenty-six (26) years.  
A total of two (2) range increases at the beginning of sixteen (16) years. A total of eight (8) range increases at the beginning of thirty-one (31) years.  
A total of four (4) range increases at the beginning of twenty-one (21) years. Upon expiration of the contract effective December 31, 2023, the 2021 salary schedule shall terminate and revert to the prior 2020 salary schedule unless modified by a subsequent agreement between the District and CSEA. Note: Effective 01/01/21, the state minimum wage is \$14.00 per hour.

## APPENDIX B<sub>2</sub> - CITRUS COLLEGE 2021 CLASSIFIED SALARY SCHEDULE

### Effective January 1, 2021 – December 31, 2023

Range	STEP 1 Month	Hour	STEP 2 Month	Hour	STEP 3 Month	Hour	STEP 4 Month	Hour	STEP 5 Month	Hour	STEP 6 Month	Hour	STEP 7 Month	Hour
0														
1														
2														
3													\$2,648.81	\$15.28
4													\$2,715.02	\$15.66
5											\$2,650.37	\$15.29	\$2,782.89	\$16.06
6											\$2,716.64	\$15.67	\$2,852.47	\$16.46
7									\$2,651.95	\$15.30	\$2,784.55	\$16.07	\$2,923.78	\$16.87
8									\$2,718.26	\$15.68	\$2,854.17	\$16.47	\$2,996.88	\$17.29
9							\$2,653.53	\$15.31	\$2,786.21	\$16.07	\$2,925.52	\$16.88	\$3,071.80	\$17.72
10							\$2,719.88	\$15.69	\$2,855.87	\$16.48	\$2,998.66	\$17.30	\$3,148.59	\$18.17
11					\$2,655.11	\$15.32	\$2,787.87	\$16.08	\$2,927.26	\$16.89	\$3,073.62	\$17.73	\$3,227.30	\$18.62
12					\$2,721.50	\$15.70	\$2,857.58	\$16.49	\$3,000.46	\$17.31	\$3,150.48	\$18.18	\$3,308.00	\$19.08
13			\$2,656.70	\$15.33	\$2,789.54	\$16.09	\$2,929.02	\$16.90	\$3,075.47	\$17.74	\$3,229.24	\$18.63	\$3,390.70	\$19.56
14			\$2,723.11	\$15.71	\$2,859.27	\$16.50	\$3,002.23	\$17.32	\$3,152.34	\$18.19	\$3,309.96	\$19.10	\$3,475.46	\$20.05
15	\$2,658.28	\$15.34	\$2,791.19	\$16.10	\$2,930.75	\$16.91	\$3,077.29	\$17.75	\$3,231.15	\$18.64	\$3,392.71	\$19.57	\$3,562.35	\$20.55
16	\$2,724.74	\$15.72	\$2,860.98	\$16.51	\$3,004.03	\$17.33	\$3,154.23	\$18.20	\$3,311.94	\$19.11	\$3,477.54	\$20.06	\$3,651.42	\$21.07
17	\$2,792.86	\$16.11	\$2,932.50	\$16.92	\$3,079.13	\$17.76	\$3,233.09	\$18.65	\$3,394.74	\$19.59	\$3,564.48	\$20.56	\$3,742.70	\$21.59
18	\$2,862.68	\$16.52	\$3,005.81	\$17.34	\$3,156.10	\$18.21	\$3,313.91	\$19.12	\$3,479.61	\$20.08	\$3,653.59	\$21.08	\$3,836.27	\$22.13
19	\$2,934.25	\$16.93	\$3,080.96	\$17.78	\$3,235.01	\$18.66	\$3,396.76	\$19.60	\$3,566.60	\$20.58	\$3,744.93	\$21.61	\$3,932.18	\$22.69
20	\$3,007.61	\$17.35	\$3,157.99	\$18.22	\$3,315.89	\$19.13	\$3,481.68	\$20.09	\$3,655.76	\$21.09	\$3,838.55	\$22.15	\$4,030.48	\$23.25
21	\$3,082.80	\$17.79	\$3,236.94	\$18.68	\$3,398.79	\$19.61	\$3,568.73	\$20.59	\$3,747.17	\$21.62	\$3,934.53	\$22.70	\$4,131.26	\$23.83
22	\$3,159.87	\$18.23	\$3,317.86	\$19.14	\$3,483.75	\$20.10	\$3,657.94	\$21.10	\$3,840.84	\$22.16	\$4,032.88	\$23.27	\$4,234.52	\$24.43
23	\$3,238.87	\$18.69	\$3,400.81	\$19.62	\$3,570.85	\$20.60	\$3,749.39	\$21.63	\$3,936.86	\$22.71	\$4,133.70	\$23.85	\$4,340.39	\$25.04
24	\$3,319.84	\$19.15	\$3,485.83	\$20.11	\$3,660.12	\$21.12	\$3,843.13	\$22.17	\$4,035.29	\$23.28	\$4,237.05	\$24.44	\$4,448.90	\$25.67
25	\$3,402.84	\$19.63	\$3,572.98	\$20.61	\$3,751.63	\$21.64	\$3,939.21	\$22.73	\$4,136.17	\$23.86	\$4,342.98	\$25.06	\$4,560.13	\$26.31
26	\$3,487.91	\$20.12	\$3,662.31	\$21.13	\$3,845.43	\$22.19	\$4,037.70	\$23.29	\$4,239.59	\$24.46	\$4,451.57	\$25.68	\$4,674.15	\$26.97
27	\$3,575.11	\$20.63	\$3,753.87	\$21.66	\$3,941.56	\$22.74	\$4,138.64	\$23.88	\$4,345.57	\$25.07	\$4,562.85	\$26.32	\$4,790.99	\$27.64
28	\$3,664.49	\$21.14	\$3,847.71	\$22.20	\$4,040.10	\$23.31	\$4,242.11	\$24.47	\$4,454.22	\$25.70	\$4,676.93	\$26.98	\$4,910.78	\$28.33
29	\$3,756.10	\$21.67	\$3,943.91	\$22.75	\$4,141.11	\$23.89	\$4,348.17	\$25.09	\$4,565.58	\$26.34	\$4,793.86	\$27.66	\$5,033.55	\$29.04
30	\$3,850.00	\$22.21	\$4,042.50	\$23.32	\$4,244.63	\$24.49	\$4,456.86	\$25.71	\$4,679.70	\$27.00	\$4,913.69	\$28.35	\$5,159.37	\$29.77
31	\$3,946.25	\$22.77	\$4,143.56	\$23.91	\$4,350.74	\$25.10	\$4,568.28	\$26.36	\$4,796.69	\$27.67	\$5,036.52	\$29.06	\$5,288.35	\$30.51
32	\$4,044.91	\$23.34	\$4,247.16	\$24.50	\$4,459.52	\$25.73	\$4,682.50	\$27.01	\$4,916.63	\$28.37	\$5,162.46	\$29.78	\$5,420.58	\$31.27
33	\$4,146.03	\$23.92	\$4,353.33	\$25.12	\$4,571.00	\$26.37	\$4,799.55	\$27.69	\$5,039.53	\$29.07	\$5,291.51	\$30.53	\$5,556.09	\$32.05
34	\$4,249.68	\$24.52	\$4,462.16	\$25.74	\$4,685.27	\$27.03	\$4,919.53	\$28.38	\$5,165.51	\$29.80	\$5,423.79	\$31.29	\$5,694.98	\$32.86
35	\$4,355.92	\$25.13	\$4,573.72	\$26.39	\$4,802.41	\$27.71	\$5,042.53	\$29.09	\$5,294.66	\$30.55	\$5,559.39	\$32.07	\$5,837.36	\$33.68
36	\$4,464.82	\$25.76	\$4,688.06	\$27.05	\$4,922.46	\$28.40	\$5,168.58	\$29.82	\$5,427.01	\$31.31	\$5,698.36	\$32.88	\$5,983.28	\$34.52
37	\$4,576.44	\$26.40	\$4,805.26	\$27.72	\$5,045.52	\$29.11	\$5,297.80	\$30.56	\$5,562.69	\$32.09	\$5,840.82	\$33.70	\$6,132.86	\$35.38
38	\$4,690.85	\$27.06	\$4,925.39	\$28.42	\$5,171.66	\$29.84	\$5,430.24	\$31.33	\$5,701.75	\$32.90	\$5,986.84	\$34.54	\$6,286.18	\$36.27
39	\$4,808.12	\$27.74	\$5,048.53	\$29.13	\$5,300.96	\$30.58	\$5,566.01	\$32.11	\$5,844.31	\$33.72	\$6,136.53	\$35.40	\$6,443.36	\$37.17
40	\$4,928.32	\$28.43	\$5,174.74	\$29.85	\$5,433.48	\$31.35	\$5,705.15	\$32.91	\$5,990.41	\$34.56	\$6,289.93	\$36.29	\$6,604.43	\$38.10
41	\$5,051.53	\$29.14	\$5,304.11	\$30.60	\$5,569.32	\$32.13	\$5,847.79	\$33.74	\$6,140.18	\$35.42	\$6,447.19	\$37.20	\$6,769.55	\$39.06
42	\$5,177.82	\$29.87	\$5,436.71	\$31.37	\$5,708.55	\$32.93	\$5,993.98	\$34.58	\$6,293.68	\$36.31	\$6,608.36	\$38.13	\$6,938.78	\$40.03
43	\$5,307.27	\$30.62	\$5,572.63	\$32.15	\$5,851.26	\$33.76	\$6,143.82	\$35.45	\$6,451.01	\$37.22	\$6,773.56	\$39.08	\$7,112.24	\$41.03
44	\$5,439.95	\$31.38	\$5,711.95	\$32.95	\$5,997.55	\$34.60	\$6,297.43	\$36.33	\$6,612.30	\$38.15	\$6,942.92	\$40.06	\$7,290.07	\$42.06
45	\$5,575.95	\$32.17	\$5,854.75	\$33.78	\$6,147.49	\$35.47	\$6,454.86	\$37.24	\$6,777.60	\$39.10	\$7,116.48	\$41.06	\$7,472.30	\$43.11
46	\$5,715.35	\$32.97	\$6,001.12	\$34.62	\$6,301.18	\$36.35	\$6,616.24	\$38.17	\$6,947.05	\$40.08	\$7,294.40	\$42.08	\$7,659.12	\$44.19
47	\$5,858.23	\$33.80	\$6,151.14	\$35.49	\$6,458.70	\$37.26	\$6,781.64	\$39.13	\$7,120.72	\$41.08	\$7,476.76	\$43.14	\$7,850.60	\$45.29
48	\$6,004.69	\$34.64	\$6,304.92	\$36.38	\$6,620.17	\$38.19	\$6,951.18	\$40.10	\$7,298.74	\$42.11	\$7,663.68	\$44.21	\$8,046.86	\$46.43
49	\$6,154.81	\$35.51	\$6,462.55	\$37.28	\$6,785.68	\$39.15	\$7,124.96	\$41.11	\$7,481.21	\$43.16	\$7,855.27	\$45.32	\$8,248.03	\$47.59
50	\$6,308.68	\$36.40	\$6,624.11	\$38.22	\$6,955.32	\$40.13	\$7,303.09	\$42.13	\$7,668.24	\$44.24	\$8,051.65	\$46.45	\$8,454.23	\$48.78
51	\$6,466.40	\$37.31	\$6,789.72	\$39.17	\$7,129.21	\$41.13	\$7,485.67	\$43.19	\$7,859.95	\$45.35	\$8,252.95	\$47.61	\$8,665.60	\$49.99
52	\$6,628.06	\$38.24	\$6,959.46	\$40.15	\$7,307.43	\$42.16	\$7,672.80	\$44.27	\$8,056.44	\$46.48	\$8,459.26	\$48.80	\$8,882.22	\$51.24
53	\$6,793.76	\$39.20	\$7,133.45	\$41.16	\$7,490.12	\$43.21	\$7,864.63	\$45.37	\$8,257.86	\$47.64	\$8,670.75	\$50.02	\$9,104.29	\$52.53
54	\$6,963.60	\$40.18	\$7,311.78	\$42.18	\$7,677.37	\$44.29	\$8,061.24	\$46.51	\$8,464.30	\$48.83	\$8,887.52	\$51.28	\$9,331.90	\$53.84
55	\$7,137.69	\$41.18	\$7,494.57	\$43.24	\$7,869.30	\$45.40	\$8,262.77	\$47.67	\$8,675.91	\$50.05	\$9,109.71	\$52.56	\$9,565.20	\$55.18
56	\$7,316.13	\$42.21	\$7,681.94	\$44.32	\$8,066.04	\$46.54	\$8,469.34	\$48.86	\$8,892.81	\$51.31	\$9,337.45	\$53.87	\$9,804.32	\$56.56
57	\$7,499.03	\$43.26	\$7,873.98	\$45.43	\$8,267.68	\$47.70	\$8,681.06	\$50.08	\$9,115.11	\$52.59	\$9,570.87	\$55.22	\$10,049.41	\$57.98
58	\$7,686.51	\$44.35	\$8,070.84	\$46.56	\$8,474.38	\$48.89	\$8,898.10	\$51.34	\$9,343.01	\$53.90	\$9,810.16	\$56.60	\$10,300.67	\$59.43
59	\$7,878.67	\$45.45	\$8,272.60	\$47.73	\$8,686.23	\$50.11	\$9,120.54	\$52.62	\$9,576.57	\$55.25	\$10,055.40	\$58.01	\$10,558.17	\$60.91
60	\$8,075.64	\$46.59	\$8,479.42	\$48.92	\$8,903.39	\$51.37	\$9,348.56	\$53.94	\$9,815.99	\$56.63	\$10,306.79	\$59.46	\$10,822.13	\$62.44

LONGEVITY: One (1) range increase at the beginning of eleven (11) years. A total of six (6) range increases at the beginning of twenty-six (26) years.  
A total of two (2) range increases at the beginning of sixteen (16) years. A total of eight (8) range increases at the beginning of thirty-one (31) years.  
A total of four (4) range increases at the beginning of twenty-one (21) years. Upon expiration of the contract effective December 31, 2023, the 2021 salary schedule shall terminate and revert to the prior 2020 salary schedule unless modified by a subsequent agreement between the District and CSEA. Note: Effective 01/01/22, the state minimum wage is \$15.00 per hour.

## **APPENDIX C - DUES SCHEDULE**

Approved by Delegates 2004  
Effective September 1, 2004

Dues outlined are per capita dues established for the State Association by delegates to the Association's Annual Conference per Article VII of the Association Bylaws Local Chapter dues, in such amounts as established by the Chapter's membership in accordance with the Chapter's Constitution/Bylaws, shall be applied in addition to these amounts.

The per capita dues to the State Association shall be assessed at the rate of 1.5% of the first \$2,450 of monthly gross salary (exclusive of overtime but including longevity, professional growth and anniversary increments), but shall not exceed a maximum assessment of \$367.50 annually, in accordance with procedures.

Collective Bargaining Agreement  
Between  
California School Employees Association and its Citrus College Chapter 101  
And  
Citrus Community College District  
January 1, 2021 through December 31, 2023

APPROVED

By:  Date:   
President, Board of Trustees  
Citrus Community College District

By:  Date:   
Chief Negotiator for Board of Trustees  
Citrus Community College District

By:  Date:   
President, California School Employees  
Association and its Citrus College  
Chapter 101

By:  Date:   
Chief Negotiator, California School  
Employees Association and its Citrus  
College Chapter 101

Approved by the Board of Trustees  
Citrus Community College District  
Date:

Ratified by the California School Employees  
Association and its Citrus College Chapter  
101  
Date:

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