

AGREEMENT

BETWEEN

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

CHAPTER, PLUMAS/FEATHER RIVER CSEA #712

July 1, 2022– June 30, 2025

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PREAMBLE

This Agreement is made and entered into by and between the Feather River Community College District, hereinafter referred to as the District, and the California School Employees Association, hereinafter referred to as the Union.

ARTICLE 1 UNION RECOGNITION

The District recognizes the Union as the sole and exclusive bargaining agent of the hourly non-exempt permanent, full-time and part-time classified employees.

All work of any type or nature routinely performed by bargaining unit members covered by this Agreement shall only be performed by unit members of this bargaining unit.

ARTICLE 2 ORGANIZATIONAL SECURITY

If any provision of this Article is invalid under federal or state law, said provisions shall be modified to comply with the requirements of said federal or state law. The District and CSEA will confer about any such change.

In accordance with CA Government Code 3558 the District will provide CSEA with the name, job title, department, work location, work, home, and personal email address on file with the District, and home address of any newly hired bargaining unit member within 30 days of hire. Each September, January, and May the District will provide this list for all current employees in the bargaining unit to CSEA.

The District will make a good faith effort to invite the Chapter President/designee to the onboarding process when a bargaining unit member is hired. In the event that the Chapter President/designee is not able to attend onboarding, the District will provide the President with the name and department of the new bargaining unit member within 10 days of the classified employee starting. New classified bargaining unit members will receive an introduction letter from the current Chapter President and a CSEA application. A copy of the current collective bargaining agreement can be furnished by the District.

Upon receipt of the new members list from CSEA the District will deduct authorized dues in accordance with the CSEA dues schedule from each CSEA member. Authorization for Union dues which were executed prior to the execution of this Agreement shall remain in full force and effect.

Employees at any time during employment with the District may elect union membership.

The District shall provide a stipend of \$2,500 for the CSEA President per calendar year to aid in the resolution of grievances, general contract administration and to meet and confer when requested by the Superintendent/President or his/her designee.

In accordance with CA Ed Code § 45168(6), the District will refer all bargaining unit members with questions about CSEA membership to CSEA.

ARTICLE 3 EQUAL EMPLOYMENT OPPORTUNITIES

The District and the Union agree that an effective equal employment program is beneficial to the District as well as the community. The parties agree and understand that the responsibility for an equal employment policy rests with the employer. The employer agrees to comply with the applicable federal and state laws. (This paragraph is not included in the grievance process because the employee has rights under EEOC and DFEH to raise issues and concerns.)

ARTICLE 4 SUPPORT OF AGREEMENT

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which the Union is the exclusive representative and which is within its scope of representation. The Union agrees to negotiate only with the representative officially designated by the District to act on its behalf.

ARTICLE 5 DISTRICT/UNION RIGHTS

1. Distribution of Materials

The Union may distribute organizational materials to its members by either (1) hand distribution to work locations where Union members are employed or (2) mail distribution through the District's interdepartmental mailing system, upon the prior approval of the Board's Agent or his/her designee.

2. Posting of Materials

Posting of Union meeting notices, posters and similar materials will be permitted only on bulletin boards or other appropriate areas and after approval from the Board's Agent or his/her designee.

3. E-Mail System

The Union may use designated District E-Mail system to announce meetings or the posting of related Union material.

4. Use of Facilities

The Union shall be allowed to use District facilities for regular/special meetings when not otherwise in use. Said usage of District facilities will be in conference/meeting rooms. The Union shall provide the District with the requests, date, time and locations of the usage of said facilities. District policies regulating the use of facilities must be followed.

5. Legal, Unrestricted and Non-Confidential Information

The District shall provide, upon prior reasonable written request, unrestricted and non-confidential information, which relates to the Union's duty of representation under the law. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation.

6. Union/District Consultation

Designated representatives of the Board and the Union shall meet on a mutually agreed upon date, place and time when necessary for the purpose of reviewing the administration of the contract in force and attempting to resolve any other problems that may arise. Either party will submit an agenda for discussion.

7. SB 235 – Designation Of Classified Representatives To Shared Governance Committees, Task Forces Or Other Governance Groups

Education Code Section 70901 established minimum standards for governing procedures. These standards allow for Classified Staff to participate on college committees, task forces and other shared governance groups. Effective January 1, 2002, S.B. 235 requires that a college's or district's exclusive representative for classified bargaining unit members be solely responsible for appointing classified staff representatives to serve on any college or district task force. (In case of Feather River College, that exclusive representative is CSEA. The bill also makes provisions for cases in which a fully participatory Classified Senate has been in operation, allowing for the exclusive representative to sign and M.O.U. with representatives to any college or district task force.

With this premise in mind, the District and CSEA (the Union) agree to the following:

1. The Union will remain the Collaborative/Collective Bargaining representative for the Classified Employees represented by CSEA. All-matters that fall within the legal definition of the scope of bargaining as related to CSEA members will be bargained by CSEA.
2. Since The Classified Senate has functioned effectively since the inception of AB 1725 as the Shared Governance participant for the Classified Employees, the CSEA membership delegates to the Classified Senate the appointment of classified representatives to college task forces, committees and other shared governance groups.
3. The Classified Senate includes participation from Classified Employees not eligible for CSEA membership, for example, Temporary/Hourly Employees, Confidentials and Supervisors.
4. Should the Classified Senate for any reason be dissolved, CSEA (the union) would resume the responsibility of appointing classified representatives to college task forces, committees and other shared governance groups.

ARTICLE 6 MANAGEMENT RIGHTS

The Board of Trustees hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon them by law.

The exercise of those rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they deem necessary in the management, direction and administration of all operations and activities of the college shall be limited only by the specific and express terms of this Agreement.

ARTICLE 7 DEFINITIONS

CLASSIFICATION A position in the classified service having a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the

duties required to be performed in each such position, and a regular monthly and hourly salary range for each such position.

CLASSIFIED SERVICE Employees who are in positions not requiring certification as defined in the California State Education Code (Ed. Code).

DAY Any day on which the central administrative office of the Feather River Community College is open for business. As used in the Article 19 Leaves of Absence, a day is defined as the unit member's regularly assigned workday, exclusive of overtime.

FIRST LEVEL MANAGER The immediate supervisor (outside of bargaining unit) having jurisdiction over the employee.

GRIEVANCE A formal allegation by a grievant that the grievant has been adversely affected by a misinterpretation, a misapplication, or a violation of a specific Section of this Agreement.

GRIEVANT Any member of the bargaining unit covered by the terms of this Agreement.

HIGHER CLASSIFICATION Any classification ranked on a salary schedule above an employee's current classification.

HOURLY NON-EXEMPT All hourly Classified employees eligible for overtime. Non-exempt status is determined in consultation with Fair Labor Standards Act. Hourly Non-Exempt employees are paid as Salaried Non-Exempt or a monthly rate with exceptions, adjustments or corrections made for overtime, or unpaid leaves, etc. (salaried non-exempt).

JOB ANALYSIS A method for systematically assessing the content and value of a job in relation to other jobs within the organization.

JOB DESCRIPTION The official written description of the responsibilities, minimum qualifications, and authority of a particular position as maintained by the District.

OUT-OF-CLASSIFICATION Any work performed by a unit member in a higher or lower classification if that work is different than their current work; specific to a higher classification; and would last for a period that exceeds 5 days in any 20 day workday period.

PERMANENT EMPLOYEE A regular employee who successfully completes an initial probationary period.

PROBATIONARY EMPLOYEE An employee hired in an at-will status who would become permanent upon completion of initial probationary period.

RECLASSIFICATION The upgrading of a position to a higher classification as a result of the gradual increase of the duties and/or responsibilities being performed by the incumbent in such position (See Ed. Code).

REGULAR EMPLOYEE An employee that is either probationary or permanent.

RESPONSIBILITIES Assigned tasks within a job description for which the employee is accountable.

SUBSTITUTE EMPLOYEE Any person employed to replace any classified unit employee who is temporarily absent from duty or employed to fill in for a vacation union position. Substitute employees are not a part of Classified Service (See Ed. Code 88003).

ARTICLE 8 SHOP STEWARDS AND OFFICIAL REPRESENTATIVES

Designated representatives of the Union, called Bargaining Team Representatives shall be allowed time off on District time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with designated District representatives in matters within the scope of representation, provided that the number of such representatives shall not exceed five (5) unit members without the prior approval of the Board's agent or his/her designee. Bargaining Team Representatives are elected by the CSEA unit. Unit members must communicate their desire to hold an elected position with the supervisor and the supervisor must allow such persons the ability to participate and the flexibility to confer and meet with the District Representatives and/or unit members on official CSEA issues. Advance arrangements should be made for time away from the work station with the appropriate department and/or division head and should not have an undue impact on the department. A Shop Steward is required by each chapter and is a specially trained representative who facilitates unit member issues. Shop Stewards must also be given the flexibility to meet with unit members, the Bargaining Team and/or District Representatives as required.

The District and the Union agree that administration of the Agreement may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. Regular collaborative negotiation sessions are scheduled on a monthly basis during the contract development year and facilitated in the interim when negotiation issues arise. In the spring, prior to the contract development year, both CSEA and the District will sunshine items to be negotiated. Items that are not settled during the contract development year will be captured on a Post Agreement MOU. This list may be added to during the year by CSEA or the District by mutual agreement.

The party requesting a meeting, should, yet it is not required, in writing, submit an agenda, three (3) working days prior to the meeting, with sufficient detail to allow an understanding of the problem or problems to be discussed and the suggested date, place and time requested for the meeting.

Neither party shall have more than five (5) representatives at any such meeting unless mutually agreed to prior to the meeting. Any such meeting is not intended to bypass the grievance procedure nor shall they be intended to constitute any invitation to be used as new negotiations sessions or to renegotiate valid provisions of this Agreement.

Bargaining Team Representatives or the Shop Steward, after calling the appropriate area supervisor or manager and HR Director (District Negotiator) shall be permitted to enter work areas where its unit members are employed during normal working hours for the purpose of ascertaining whether the terms of the Agreement are being complied with, to observe employment conditions under which its unit members are employed, and to assist in adjusting grievances. The Bargaining Team Representative or Shop Steward shall notify the College President or designee at the earliest possible time and, upon entering such work areas, shall not interfere with or interrupt the conduct of work in such areas. The business representative may confer with unit members whenever called upon to do so.

ARTICLE 9 NO STRIKES/NO LOCKOUTS

It is agreed by the Union and the District that there shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 10 PROBATION PERIOD

New Employees

The probationary period of all new employees shall be six (6) months of paid service.

During the probationary period the employee shall accrue vacation but may not take vacation until the completion of the probationary period. Exceptions may be granted at the discretion of the District..

Probationary new employees are considered at-will employees and may be subject to disciplinary action, including termination and shall not have access to the discipline and dismissal procedure.

Probationary employees will be evaluated (see Evaluation Article 12) at the end of the 3rd and 5th month of the probationary appointment.

ARTICLE 11 PERSONNEL FILES

The official personnel file and the official grievance file shall be maintained separately at the District office.

Unit members shall be provided with copies of any derogatory written material ten (10) working days before it is placed in the unit member's personnel file. During these ten (10) workdays, the unit member shall have an opportunity to respond in writing to such derogatory material and have his/her written response attached thereto.

Material in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the unit member involved.

A review of derogatory material in the personnel file of a unit member shall take place during normal District business hours and the unit member shall be released from duty for this purpose without salary reduction. Unit members wishing to review their personnel file under the provisions of this paragraph will obtain authorization to be released from duty for the purpose from the first level manager.

A unit member, upon reasonable notice to his/her supervisor, shall have the right, without loss of pay to examine and/or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved. The unit member's personnel file shall be available for examination by the business representative as authorized by the unit member.

All personnel files shall be kept confidential except when law mandates release of certain information. The Human Resource Director shall be authorized to release confidential information and shall seek legal advice to make such determinations when necessary. Each new unit member shall receive, upon employment, a copy of the collective bargaining agreement.

ARTICLE 12 EVALUATION

1. Supervisors will evaluate permanent unit members under their supervision between January 15th and March 15th each year. Probationary employees will be evaluated at the end of the 3rd and 5th month of the probationary appointment.
2. Supervisors will schedule evaluation conferences with permanent unit members under their supervision during the evaluation period outlined in paragraph number 1 above. At the evaluation conference the supervisor will discuss with the unit member their performance since the last annual evaluation. At the conclusion of the conference or at a follow up conference, if necessary, the unit member will sign the evaluation. Unit members not in agreement with the supervisor's assessment will have ten (10) days to include comments which will accompany the evaluation in the personnel file.
3. Unit members who receive an overall unsatisfactory evaluation shall be, and unit members who receive an overall fair evaluation, may be placed on a written Performance Improvement Plan (PIP) contained within the evaluation and given not less than two (2) and not more than six (6) working months to correct deficiencies with a follow up evaluation. Performance Improvement

Plans must include specific, measurable and timely goals or objectives that identify deficiencies which need to be improved upon. Individual areas receiving an unsatisfactory rating shall be accompanied by comments for improvement in the observation column.

ARTICLE 13 LAYOFF AND REEMPLOYMENT

The District shall utilize the provisions of California Education Code Sections regarding Layoff and Re-employment to layoff unit members for the reasons permitted therein. Any dispute over layoff actions must be resolved through the statutory layoff procedure and not through the contract grievance procedure. See Ed Code for the statutory provisions.

The layoff patterns for unit member job classifications are as described in CSEA Classification Layoff Patterns.

BUMPING LANGUAGE CLARIFICATION AND PATTERN REVISION

Pursuant to California State Education Code Section 88127, Classified Employees are subject to lay off for lack of work or lack of funds. This article represents the negotiable items within Labor Law and Education Code.

Employees may bump based on two separate points of law, previously held positions and seniority within the class.

SENIORITY WITHIN CLASS

1. Concerning seniority within the class (see CA Ed. Code 88127)
 - A. Seniority will be based on date of hire in a permanent position.
 1. Employees may only bump another employee who has less seniority regardless of the funding status of the positions involved.
 2. For purposes of this agreement 10, 11, and 12-month positions are all considered full-time.
 3. Where multiple bumps are possible, the employee with the least seniority in the class will be laid-off.
 4. Work done in a temporary status or temporary out-of-class is not eligible for purposes of this agreement.
 5. You may not bump into a higher salary range unless you have seniority in a previously held position in a higher salary range.
 - B. Class will be defined by the negotiated Chart in the Appendix called “Feather River Community College CSEA Lay-off Bumping Patterns”.

PREVIOUSLY HELD POSITIONS

1. Concerning previously held positions (See CA Ed. Codes 88127 and 88117)

- A. Employees are allowed to bump into previously held positions (by job title) provided there has been continuous employment, and the position is currently filed or the District intends to fill the position.
- 1. Employees retreating to a position in a lower classification are subject to the following conditions.
 - a. Seniority is based on the date of hire in a permanent position.
 - b. Work done in temporary status or temporary out-of-class is not eligible for purposes of this agreement
 - c. If the job title of the previous position(s) has been changed, the District and CSEA agree to meet and confer concerning the issue at the bargaining table.
- 2. Employees retreating to a position in a high classification are subject to the following conditions.
 - a. Seniority is limited to length of time served in the higher classification.
 - b. Work done in temporary status or temporary out-of-class is not eligible for purposes of seniority.
 - c. If the job title of the previous position(s) has been changed, the District and CSEA agree to meet and confer concerning the issue at the bargaining table.

RIGHTS AND RESPONSIBILITIES:

- 1. Employee Rights (CA Ed. Code Sections 88117 and 88127)
 - A. Bumping Rights
 - 1. The senior employees whose position is being eliminated will bump to the position that will have the least financial impact on the employee.
 - 2. Employees bump step to step.
 - a. Employees will bump into the step that most closely approximates their current salary level
(For example, a 10 D bumping to a range 8 position would become an 8 E)
 - 3. Employees who bump into a Y-rated position assume the current non-y-rated salary range.
- B. Reemployment Rights (Ed. Code Section 88117)
 - 1. Employees who have been laid-off are eligible for reemployment for a period of 39 months if their position is restored.
 - 2. Employees who take voluntary demotions or reductions in assignment in lieu of a layoff or to remain in their present position rather than be reclassified or reassigned shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for 63 months provided the same tests of fitness under which they qualified for appointment to the class still apply.
 - 3. Substantial portions of major duties of laid-off positions will not be performed.
- 2. Employee Responsibilities
 - A. Employees may choose lay-off or retirement in lieu of bumping.
 - 1. Employees must notify the Human Resources Office in writing of their preference for lay-off, retirement or bumping within three working days.

NOTICE OF LAYOFF:

1. In the event the District anticipates a layoff of unit members it shall notify CSEA prior to Board action and provide a list of positions recommended for elimination and a seniority roster.
2. If two or more affected unit members have the same seniority the Director of Human Resources and the CSEA Chapter President shall draw lots to determine seniority. Affected unit members may be present at the drawing.
3. After the Board has taken action on a layoff, notices shall be sent to affected unit members in accordance with Education Code §88017.

ARTICLE 14 RETIREMENT

The District shall continue the current contribution to the Public Employees' Retirement System to the extent and limits required by the Public Employees' Retirement System.

The District may provide regular unit members who have reached the age of fifty (50) and have five (5) years service in the District the following Retirement Incentive Program:

1. **Part-Time Service Contract**

All unit members from age fifty (50) to sixty-five (65) who retire from regular contract service may receive up to a maximum part-time service contract as allowed by PERS, or less if the unit member desires, for each school year through age sixty-nine (69).

B. **Insurance Participation:**

A retiree regardless of age, pursuant to the District's insurance JPA policies, may purchase at their own expense any insurance plan offered by the JPA to retirees including coverage for the retiree's spouse and/or dependents.

E. A retired employee may, pursuant to the District's JPA policies, participate at their own expense in any insurance plan including vision, dental, life and psychological services insurance available to them by the District's insurance JPA. Such participation may include coverage for the retiree's spouse and/or dependents if allowed by the JPA policies.

F. A surviving spouse and/or surviving dependents may, pursuant to the District's insurance JPA policies, participate in any insurance plan the JPA allows at their own expense.

G. **Eligible Dependents:** Coverage ceases for dependents upon the death of retiree except in certain circumstances where federal law (COBRA) mandates an extension of coverage. In case both husband and wife are eligible retirees, coverage shall continue until the death of both. Additional costs to retiree to cover eligible dependents and/or spouse shall be borne by retiree and determined by the District's plan rate structure at the time of retirement.

Public Law 99-272, Title X ("COBRA" Law) is made a part of this Section for purposes of communication.

ARTICLE 15 DISTRICT DRIVING

Upon initial hire and then every twelve (12) months, the District may conduct a Department of Motor Vehicle (DMV) check on unit members who drive District vehicles except, in the event of an at-fault accident or for other reasonable cause, the District may conduct an immediate DMV check.

In the event the DMV check indicates an accumulation of four (4) points within a twelve (12) month period, six (6) points within a twenty-four (24) month period, or eight (8) points within a thirty-six (36) month period, as defined and listed in the "List of California Vehicle Code Violations used in Negligent Operator Count", OR in the event the DMV check indicates violations that reasonably infer to the District unsafe driving practices, the District may take the following actions:

A. The District will place the unit member in a non-driving position within his/her classification, if such position is available.

B. The District will place the unit member in a non-driving position in another classification covered under the provisions of this Agreement, if such a position is available.

C. If there are no positions available as described above, the unit member shall have a hearing before the Superintendent/President. Subsequent to the hearing, the unit member may be placed on a non-paid leave of absence until his/her accumulated points fall below the accumulated totals stipulated above.

D. However, if the district determines that a unit member may be an unsafe driver, the unit member may be suspended for up to five (5) days without pay. If the District concludes the infraction(s) warrant further discipline, a hearing will be held with the Superintendent/President, unit member and a Union representative prior to the District's determination of whether further discipline shall occur.

Disputes regarding the District's determination of unsafe driving practices may be submitted to the grievance process.

Points accrued prior to the effective date of this Agreement shall not be used in totaling the accumulated points except in the event of an at-fault accident.

Points accrued for mechanical violations on District vehicles shall not be used in the accumulated total stipulated above.

The District and Union agree that violations that occur while the employee is on duty are of a more serious nature than those that occur while the employee is off duty.

A unit member authorized to use his/her vehicle on District business shall be reimbursed at the IRS rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District assigned business.

ARTICLE 16 HOURS OF WORK

1. Workweek/Day

For full-time unit members the workweek will be forty (40) hours within any seven (7) day period, and the workday eight (8) hours within any twenty-four (24) hour period.

2. Overtime

The District agrees to compensate unit members at the rate of one and one-half (1-½) times the unit member's regular rate for each hour of work required in excess of an eight (8) hour workday, unless a workday or workweek of a different length is specifically agreed upon within this contract or by MOU. Additionally, the District agrees to compensate unit members at the rate of one and one-half times the unit member's regular rate for each day worked over the fifth day if the employee works 4 or more hours in a day in accordance with California State Education Code. The one and one-half (1 ½) times compensation rate shall be in addition to the regular compensation rate when applied to work performed on a holiday as defined in Article 18.

3. Overtime Approval

Overtime must be pre-approved by the supervisor prior to being worked. Unapproved overtime will be paid as above yet appropriate action may be taken to limit any additional unapproved overtime.

4. Overtime Compensation

- A. Overtime shall be in pay or compensatory time at the District's option. When the District opts for compensatory time off, the employee and the supervisor will make every effort to schedule and utilize the compensatory time within the fiscal year in which the overtime was worked, without impairing the services required of the District. If the Supervisor and employee have not successfully scheduled the compensatory time off, the Director of Human Resources can either schedule the required number of days off prior to the end of the year, determine a schedule to utilize the time closely following the end of the fiscal year, pay the remaining balance at the end of the year or a combination of the above.
- B. Managers may indicate at the beginning of the year, periods of time not conducive for taking compensatory time.
- C. The use of accumulated compensatory time shall not be unreasonably denied. If an employee feels that a request has been unreasonably denied, the employee may go through the grievance process.

D. Compensatory time cannot be lost. If compensatory time is not taken within the above-mentioned fiscal year time frame, or is not the subject of a grievance process, then it will follow the process outlined in section “A” above.

E. The supervisor or administrator may assign overtime. The assignment of overtime shall be reasonable in terms of duration, consistent with health and safety standards, and recognize reasonable excuses. The supervisor or administrator shall determine the reasonableness of a requested excuse from overtime. Reasonable excuses may include, depending on the existing circumstances: evidence that the overtime assignment would jeopardize the employee’s health, safety or welfare, illness in the family, an important prescheduled family event, medical appointment or prescheduled vacation. Reasonable excuses may not include personal inconvenience or conflict with personal plans. When an employee requests consideration of an excuse from overtime, the request must be made at the time overtime is assigned.

When unit work is to be assigned on an overtime basis and when more than one unit member is employed within job classifications that contain the specific duties that are required by the overtime work, the supervisor or administrator will make every effort to distribute assigned overtime equally to all unit members within those job classifications.

5. Flex Time

Flex time is described as any time “flexed” or “traded” within a work day or work week (not to exceed 8 hours in a day or 40 hours in a work week). Flex time is a temporary change to a fixed schedule to accommodate either an employee or department need. It must be mutually agreed upon by the Supervisor and the Employee and not negatively impact the department. Flex time is subject to overtime as described in section “2” above.

6. Lunch Periods

The District will provide all bargaining unit members with an uninterrupted lunch period of not less than one-half (1/2) hour for employees who work five (5) hours or more during a working day.

7. Rest Periods

The District will provide one paid fifteen (15) minute rest period for each four (4) hours of work to be scheduled by the first level manager. During rest periods, unit members are considered to be under the direction and supervision of the District.

8. Minimum Call Back

Upon prior approval by the supervisor a unit member required to perform work outside of his/her normal working hours within their 10, 11, or 12 month assignment, shall be compensated as follows:

A. The unit member shall be guaranteed two (2) hours compensation at the overtime rate if the member did not return to the work site and three (3) hours compensation at the overtime rate if the member returned to the work site.

B. Any work performed in excess of three (3) hours shall be compensated at the actual number of hours at the applicable overtime rate.

9. Stand By Pay

If the District requires an employee to be available for duty within one (1) hour, and the employee is required to stay by the phone or to keep the District notified of where the employee is, the employee shall be compensated straight-time for two (2) hours for any standby time from one (1) minute up to twelve (12) hours. The employee shall be compensated straight time for four (4) hours of time for any twelve (12) to twenty-four (24) hours of standby time.

10. Shift Differential Pay

Shift differential of five percent (5%) shall be paid in addition to regular salary for hours worked during regularly scheduled work periods from 1:00 p.m. to 12:00 midnight for a shift ending after 5:00 p.m.

An employee receiving differential compensation on the basis of his/her shift shall not lose such compensation if he/she is temporarily, for 20 working days or less, assigned to a shift not entitled to such compensation. The regular rate of pay for all purposes of an employee assigned to a shift, which provides differential compensation, shall be the differential rate per the Ed. Code.

An employee whose regular assignment does not qualify for differential pay but who is reassigned to a position/schedule which has differential pay shall receive the differential pay after 20 consecutive work days beginning with the 21st day in the reassigned position.

For purposes of implementing differential pay the definition of 20 working days or less shall mean per each reassignment.

Example 1: A custodian reassigned during the 5-day spring recess to the day shift will have no loss of differential pay (20 or less days).

Example 2: A custodian is assigned to the day shift for June and July. There is no loss of differential pay for the first 20 days, with regular pay from the 21st day on.

11. Travel Time

A. Home to work: Normal travel from home to work is a normal incident to employment and is not work time.

B. Home to work in emergency situations: An employee who is called in an emergency to work outside of the employee's normal work schedule shall have any travel time to the work site and, upon completion of the emergency assignment, travel back home, counted as work time.

C. Travel on a special one-day assignment shall have any travel, which is required to take place outside of the employee's normal work schedule counted as work time. Wherever possible, travel shall be scheduled within the employee's normal work schedule.

D. Travel on a special multiple-day assignment away from the regular work site:

An employee who travels on a special multiple-day assignment shall have any travel, which is required to take place within the employee's normal work schedule counted as work time. Additionally, any travel to or from the multiple-day assignment, which is required to take place on non-working days, shall be counted as work time. The supervisor and the employee can

mutually agree to waive travel time as “work time” where excessive travel time might prevent approval of the travel.

Travel time on a multiple-day assignment that creates overtime or comp time shall be a factor considered by the supervisor in the decision to approve or disapprove such an assignment.

The determination of whether an employee should commute each day to a multiple-day assignment or stay overnight in the vicinity of the assignment, where such assignment is within approximately one hundred (100) miles one way (examples: Chico, Reno, Lake Tahoe area), shall be made after all relevant costs have been considered. Relevant costs shall include overtime or comp time, mileage, gasoline, lodging, and meals. When the total costs of the two options are within ten percent (10%), the employee shall have the right to decide to commute or stay overnight.

Wherever possible, travel shall be scheduled within the employee's normal work schedule.

Job-required activities that are scheduled outside of the employee's normal work schedule shall be counted as work time.

All other non-travel time spent by an employee on a special multiple-day assignment outside of the employee's normal work schedule shall not be counted as work time.

12. Remote Work

Bargaining unit members may request Telework. The District maintains the right of assignment. Telework agreements may be approved on a case-by-case basis to meet the needs of the District as well as the operations of the department. Remote work must be pre-approved through a signed Temporary Telework Request Form. The approval path will include the direct supervisor, President's Staff member, and the Superintendent/President. Denial of telework is not subject to a grievance.

Absent unusual or urgent circumstances, if the District decides that a particular Telework Agreement is to be rescinded or temporarily suspended, the District will inform the bargaining unit member at least two full business days before the bargaining unit member is expected to begin the changed schedule.

ARTICLE 17 SUMMER FLEX SCHEDULE

This summer flex schedule allows for unit members to flex their schedules in such a way as to work four (4) nine (9) hour days per week with Fridays off, except as indicated otherwise in this article, and paid for forty (40) hours, within the dates and restrictions listed below.

1. Dates

- A. Summer Flex will run approximately from June 1 through July 31. Each year actual dates will be negotiated by May 1st.
- B. If a holiday falls on any of those weeks on a Monday or Friday there will not be flex that week and employees will work their regular scheduled work week (8-hour days).

- C. If a holiday falls in the middle of the week on Wednesday, the parties will agree on an appropriate flex schedule for that week.
- D. If a holiday falls on a Tuesday or Thursday during that period the flex day will fall on the respective Friday or Monday.
- E. If a holiday falls during the weekend and is observed on the preceding Friday or the following Monday, no flex day will be held that week and employees will work their regular work day(8-hour days).

2. Schedule

A. "Regular" Offices:

Monday through Thursday - Nine (9) hours per day, (36 hour work week) within the following options:

Options of hours: 7:00 a.m. to 5:00 p.m. 1 hour lunch
7:30 a.m. to 5:00 p.m. ½ hour lunch
7:30 a.m. to 5:30 p.m. 1 hour lunch
8:00 a.m. to 5:30 p.m. ½ hour lunch

Employees may fluctuate daily within these choices as long as core hours are covered.

B. Exceptions:

Supervisors may create a four (4) day contiguous schedule within the unit members regular five (5) day work schedule in order to provide 5 days of coverage in some departments. For example: unit member working Monday through Friday during the regular year could be scheduled to work Monday through Thursday or Tuesday through Friday

3. Core Hours

8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.

Except for offices that have sufficient staff to stagger their lunch times to keep the office open from 12:00 to 1:00 p.m.

- 4. Each employee's approved flex schedule will be posted.
- 5. Absent employees will leave explanatory messages on voice-mail and/or with appropriate co-workers that include the date of return to work.
- 6. Pro-rate the flex arrangement for permanent part-time employees.
- 7. Temporary, hourly employees and student employees will be paid by time sheet for actual hours worked.

8. Banking of Hours

If the District requires people to work more than 9 hours per day or 36 hours per week or pro-ration, unit member may bank such worked hours to be used in the future. When assigned to work beyond 36 hours the unit member will be compensated straight time for the first four (4) hours. Determination of method for compensation (extra straight pay or straight flex time) will be made by the supervisor. See example below:

<u>Unit Member's Time Worked</u>	<u>Pay</u>
First thirty-six (36) hours	40 hours straight time
Next four (4)	4 hours straight time or 4 hours flex at straight time
Total 40 hours	44 hours compensation

Any hours worked over 40 in a week will be compensated at time and ½. Determination of method for compensation (overtime pay or comp-time) will be made by the supervisor.

ARTICLE 18 HOLIDAY SCHEDULE

All unit members covered by this Agreement shall be entitled to the following paid holidays provided they are in a paid working status during any portion of their scheduled working day immediately preceding or succeeding the holiday. All new unit members shall not be paid for a holiday preceding their first day of employment. For unit employees working less than 40 hours per week, the paid holiday shall be for the average number of hours per working day in the current fiscal year or portion of the fiscal year if the unit member is employed for less than a full year.

Independence Day (Observed)

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

Holiday Recess: The last seven (7) week days prior to January 2, except when January 1 falls on a Sunday, then the 7 week days shall include January 2.

Martin Luther King Jr's Birthday

Lincoln's Birthday

Washington's Birthday

Memorial Day (Observed)

Juneteenth National Independence Day

The District's designates shall meet with the unit stewards by February 1 of each year to schedule the specific dates that the holidays shall be observed in the next fiscal year. The academic

calendar as approved by the District shall determine observance of any holiday falling within the academic year.

When a holiday herein listed falls on a Sunday, the following workday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding workday shall be deemed to be the holiday in lieu of the day observed.

Holidays falling in a unit member's regularly scheduled vacation period shall not be counted as vacation days, but shall be in addition thereto.

Unit members who are on unpaid leaves of absence shall not be paid for holidays which occur during such leaves. In practice, unit members who are not paid for the last scheduled working day before a holiday or the first scheduled working day after a holiday shall be considered to be on an unpaid leave of absence and shall not receive holiday pay.

If a holiday provided under the terms of this Agreement falls on a unit member's regularly scheduled day off, the unit member shall be granted a substitute holiday to be taken on the next regularly scheduled workday.

ARTICLE 19 LEAVES OF ABSENCE

1. Sick Leave

Members of the bargaining unit employed by the District five (5) days per week with full pay for a fiscal year, shall be entitled to eighteen (18) days paid sick leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the unit member's regularly assigned workday, exclusive of overtime.

A classified unit member employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of eighteen (18) days absence for illness or injury as the number of months he/she is employed bears to twelve (12) and the proportionate amount, thereto, authorized by the Board of Trustees for classified unit members employed five (5) days a week for a full fiscal year of service.

A classified unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of eighteen (18) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5) and is entitled to the proportionate amount.

Unit members shall accrue sick leave on a monthly basis. A member must work at least one (1) day in a month to receive a full month's worth of accrual.

When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

Pay for any hour(s) or day(s) of illness or injury must be accrued prior to taking such leave by the unit member. The rate of pay for sick leave shall be at the same rate the unit member would have received had he/she worked that day.

If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.

Unit members absent for more than three (3) consecutive days may be required to provide a physician's note. Members of the bargaining unit absent due to surgery, serious injury or illness, or absent for more than seven (7) consecutive assigned workdays shall be required to submit a medical release from a physician to their immediate supervisor prior to being permitted to return to work. A unit member absent for more than seven (7) workdays shall notify the District of his/her approximate return date not less than twenty-four (24) hours prior to such return date.

Members of the bargaining unit may be required to submit to medical examinations, at the District's expense, at the discretion of the District.

Whenever possible, unit members shall report absences at least four (4) hours prior to scheduled duty hours to the immediate supervisor by leaving a voice message in either the supervisor's voice mailbox or the College's general voice mailbox, call the supervisor directly, email their supervisor at the work email, and if so requested, identifying the nature of the illness or injury. The District may verify the unit member's illness or injury.

All sick leave rights or accumulations shall be canceled when a unit member severs all official connection with the District as an employee. For sick leave transfer rights to and from the District see the Ed. Code section on transferring sick leave. For sick leave retirement benefits refer to PERS regulations.

Unit members who take time off during the workday for medical or dental appointments shall utilize sick leave for this purpose, or with the permission of the supervisor, be allowed the alternative of making up the time on the same day.

Paid sick leave may be granted in one-quarter (1/4) hour increments.

The parties recognize that unused sick leave may increase an employee's retirement benefit under Public Employees' Retirement System (PERS) regulations. Currently PERS counts unused sick leave on a day-per-day basis as "service credit".

2. Donated Leave

Donated leave is paid leave of absence due to a verifiable illness, injury or other disabling condition of the employee, the employee's spouse, parent, child or any person permanently residing in the employee's household.

Employees who have successfully completed twelve (12) months in paid status shall be eligible for consideration of donated leave.

When a request for donated leave is necessitated by a verifiable illness, injury or other disabling condition of the employee, the employee shall exhaust all accrued vacation, compensatory time and all but forty (40) hours of accrued sick leave before being eligible for consideration of donated leave.

When a request for donated leave is necessitated by a verifiable illness, injury or other disabling condition of the employee's spouse, parent, child or any person permanently residing in the employee's household, the employee shall exhaust all accrued vacation, compensatory time, and the personal necessity leave allowance before being eligible for consideration of donated leave. Subject to the approval of the donated leave request pursuant to this agreement, such employee shall next utilize, as donated leave, all but forty (40) hours of accrued sick leave before a request may be made to other employees to donate leave.

Employees donating leave to another employee must have a leave balance of at least forty (40) hours, after donating vacation or sick leave, in a combination of their sick and vacation leave account. Employees may donate up to 40 hours of their accrued compensatory time.

Requests for donated leave must be made by or on behalf of the employee, by submitting a completed Request for Donated Leave form (see Appendix) to the Director, Human Resources/EEO, who will process all requests approved by the Donated Leave Committee pursuant to the terms of this Agreement. In addition, the applicant will be required to submit a medical verification of the need for this leave as well as an estimation of the amount of leave desired or needed. The Director, Human Resources/EEO will forward applicant's form to the Donated Leave Committee.

Requests for donated leave donation shall be made by the Director, Human Resources/EEO through a district wide notice.

Employees may donate accrued vacation, sick and/or compensatory leave in increments of whole hours up to a maximum of 40 hours per donation to a specific eligible employee, by completing and submitting an Offer to Donate form (see Appendix) to the Director, Human Resources/EEO. Donors will be notified of the utilization of their donated time. Potential donors may wish to verify with STRS/PERS whether their contribution will impact their retirement credit.

If additional time is needed, another request may be made and qualified employees may make additional donations of whole hours up to 40 hours per request. Time not used by the requesting employee will not be returned to the donating employee. Unused time will be saved and added to the next request for donated leave. Employees who donate time do so with the understanding that a portion of their donation may be applied to a future request of a different employee.

The parties recognize that unused sick leave may increase an employee's retirement benefit under Public Employees' Retirement System (PERS) regulations. Currently PERS counts unused sick leave on a day-per-day basis as "service credit".

3. Industrial Accident and Illness Leave

A unit member suffering an injury or illness, arising out of and in the course and scope of his/her employment, shall be entitled to leave of up to sixty (60) working days in any one fiscal year for the same accident or illness.

This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the normal wages for the day.

The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to the industrial accident or illness leave under this Article has been exhausted, entitlement to other sick, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payment under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this Article, he/she shall be entitled to use that amount of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

Any time a unit member on industrial accident or illness leave is able to return to an unrestricted work schedule, as verified by a licensed physician, he/she shall be reinstated in an equivalent position without loss of accumulated longevity benefits or seniority in accordance with the provisions of the Ed Code.

4. Personal Necessity Leave

In case of personal necessity, a member of the unit may draw on accumulated sick leave not to exceed ***ten (10)*** days in any fiscal year for one or any combination of the following purposes:

A. Additional days beyond the five (5) granted in bereavement leave.

B. Accident or illness involving the employee's property or person, or the person or property of a member of the immediate family, as defined under Bereavement Leave.

C. Appearance in any court or before any administrative tribunal as a litigant party or witness not covered in "Jury Duty Leave."

D. Religious holiday other than legal holiday on the Board adopted calendar.

E. Legal affairs regarding financial transaction that cannot be handled outside of normal working hours.

F. Three days per fiscal year drawn on accumulated sick leave may be used for a "no tell" day where no reason need be given.

G. Personal business responsibilities that cannot be scheduled outside of working hours.

H. Parental responsibilities that cannot be scheduled outside of working hours.

I. Other reasons to be approved by the Director, Human Resources/EEO. This provision is not subject to the Grievance Procedure.

Personal necessity leave shall be requested on the "Personal Necessity Leave Form" and approved by the employee's supervisor, preferably before leave is taken, and attached to a B Form (see Appendix). The employee is responsible for telling the supervisor the reason for the personal necessity leave (as it relates to one of the qualifying events described above.) If the employee does not agree with the supervisor's decision, the employee may appeal the decision by contacting the Human Resources Director and the President of the union.

The parties recognize that unused sick leave may increase an employee's retirement benefit under Public Employees' Retirement System (PERS) regulations. Currently PERS counts unused sick leave on a day-per-day basis as "service credit".

5. Bereavement Leave

A unit member shall be granted necessary leave of absence up to five (5) days due to the death of any member of his/her immediate family. No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other Articles of this Agreement provided by the Board of Trustees of the District. The Board of Trustees may enlarge the benefits of this Article and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used in this Article, mean: (1) the unit member's or the member's spouse's, registered domestic partner, mother, father, grandmother, grandfather, and grandchild; (2) the spouse of the unit member; (3) the son, daughter, son-in-law, daughter-in-law, brother, and sister of the unit member; and (4) the aunt, uncle, or any other person living in the immediate household of the unit member.

6. Leave of Absence Without Pay

Any unit member with nine (9) months or more of service with the District may be granted a leave of absence without pay not to exceed one year for a specific reason deemed appropriate by the District and at the convenience of the District. The District may approve one additional year of unpaid leave.

Any leave under this section which exceeds five (5) working days shall be without other benefits granted to unit members employed by the District. Any personal health or life insurance carried by the unit member through the District may, with the Carrier's and District's approval, be continued at the expense of such unit member on personal leave under this Article. While on leave under this section, unit members shall not accrue sick leave, vacation days, or holidays.

7. Military Leave

A unit member shall be granted military leave in accordance with the provisions of the State of California Education Code and in the Military and Veterans' Code. Request for military leave shall be submitted in writing accompanied by military leave orders two (2) weeks prior to the leave starting date except in the case of state or national emergency.

8. Extended Illness Leave

Once a year a unit member shall be entitled to an extended illness or injury leave of absence paid at the rate of fifty percent (50%) of his/her regular salary for a period not to exceed a maximum of one hundred (100) working days.

The District shall pay fifty percent (50%) of the insurance premiums for unit members utilizing extended illness or injury leave. A unit member may elect to forego such benefit coverage.

The extended illness leave provided in this section shall be used only after the exhaustion of all sick leave and will be utilized concurrently, if applicable, with FMLA leave. Proof of illness or injury for such leave, acceptable to the District, must be provided by a licensed physician.

The District shall inform the unit member in writing of the period of the constituting leave at full pay as well as the period of time during which he/she will be compensated at fifty percent (50%) of regular pay.

9. Jury Duty Leave

When regularly called for jury duty in the manner provided by law, unit members shall be granted a leave of absence without loss of pay for the time the unit member is required to perform jury duty during the unit member's regularly assigned working hours.

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

Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.

Any unit member who works other than a day shift who is called and serves as a juror shall have such service counted as time worked on that workday upon reimbursement to the District of the juror fee.

A unit member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption. Unit members are required to return to work for any period of their work schedule during which jury duty services are not required.

The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

Leave of absence shall be granted to a unit member who has been served a subpoena to appear as a witness in a court case. Request for leave of absence to serve as witness would be made by presenting the official court summons to the supervisor. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to, and the subpoena or court certification is filed with the District. The witness fee assigned to the District does not include the court's reimbursement to the unit member for transportation expense.

10. Pregnancy Disability Leave

Pregnancy Disability Leave shall be granted to unit members for up to four months. Leave can be taken before or after birth during any period of time the woman is physically unable to work because of pregnancy or a pregnancy related condition subject to the provisions of the California Fair Employment and Housing Act and the California Family Rights Act.

Pregnancy Disability Leave may run concurrently with FMLA/CFRA.

11. Child Bonding Leave

Unit members shall be provided child bonding leave in accordance with Ed Code §88207.5

12. Special Release Time

The District and CSEA recognize the Superintendent/President has the authority to grant "Special Release Time" in the form of closing the campus for a short leave to show appreciation to employees. In granting "Special Release Time" the following guidelines apply to Classified Employees:

- A. The Supervisor(s) will determine which employees are prevented, due to workload, from taking advantage of the President's good will.
- B. Employees who must remain at the worksite on that day may bank those hours for future use.
 - i. Part-time employee's leave will be prorated.
 - ii. An employee who completes their shift prior to the special release time may also bank those hours for future use.
- C. A "B-Form" is required for those who were unable to take advantage of the special release time whether remaining at their workstation or completing their shift prior to the special release time. Employees will complete Section 2 on the "B-Form" by checking "Extra Straight Time," and designating the number of hours, the date and stating special release time for the reason.
- D. Any employee(s) on leave, paid or unpaid, is not eligible for "Special Release Time."

13. Family Medical Leave Act (FMLA/California Family Rights Act (CFRA))

The parties recognize that Federal and State laws exist that provide certain specified leave benefits to employees. The parties understand and agree that when Federal or State law provides such leave rights, any applicable leaves granted under this agreement are counted concurrently with the Federal and State mandated leave and not counted sequentially.

A. Purpose

The District must grant up to 12 workweeks of unpaid leave during any 12 month period for one or more of the following reasons:

- For the birth and care of the newborn child of the employee or employee's spouse;

- For the placement with the employee of a son or daughter for adoption or foster care;
- To care for an immediately family member (spouse, child, parent, or registered domestic partner) with a serious health condition;
 - “Parent” - A biological, adoptive, step or foster father or mother, or someone who stood in loco parentis to the employee when the employee was a son or daughter. Parent for FMLA purposes does not include in-laws.
 - “Child”/“Son or Daughter” - A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age, or 18 or older and incapable of self-care because of a mental or physical disability.
- For the purposes of CFRA family members also include: adult child, child of a domestic partner, grandparent, grandchild, or sibling. CFRA expands the definition of immediate family beyond FMLA. To take medical leave when the employee is unable to work because of a serious health condition.

B. Eligibility

An eligible employee is one who has worked with the District for 12 months (not required to be consecutive) and worked at least 1,250 hours in the 12 months preceding the commencement of the leave.

C. Process

An eligible employee must provide his/her supervisor with 30 days advance notice when the leave is foreseeable. If 30 days notice is not practical, due to lack of knowledge or medical emergency, an employee must notify their supervisor as soon as possible.

All requests for FMLA/CFRA must be accompanied by medical certification. An employee must provide medical certification, from a licensed physician, supporting a request for leave to human resources.

At the time of request, the employee must complete a “Leave Request Form” (Appendix A-16). Once FMLA/CFRA is requested or designated by the District, the employee will receive an information packet containing the necessary forms, right and duties of the FMLA/CFRA for both the employee and the District, and a copy of the “FMLA Request Form” confirming their leave status.

Health and Welfare benefits will continue during the FMLA/CFRA status, provided that they employee make his/ her regular, monthly contributions to the plan. Failure to pay premiums will result in a loss of health and welfare benefit coverage.

An employee is required to use, concurrently with FMLA/CFRA leave, the following paid leaves in the order listed: (1) sick leave available for use, (2) comp time, then (3) vacation leave, in excess of 40 hours, to which the employee is entitled.

Employees returning from FMLA/CFRA status within the 12 week period will be restored to their original position, or to an equivalent position with equivalent pay and benefits.

Employees returning from a medical FMLA/CFRA status may be required to present medical certification of fitness of duty. Failure to provide a medical certificate of fitness for duty may result in a denial of job reinstatement until medical release is provided.

FMLA/CFRA may be taken in increments as small as one hour.

FMLA/CFRA will always begin with paid time off, through the use of Sick, Comp, and Vacation Leave, until all available paid time is used. After exhausting FMLA/CFRA or all available sick leave, whichever comes first, the Extended Illness and Injury Leave (see section 8), will become effective.

The medical certification of Health Care Provider serves as a "doctor note" to certify the reason and expected duration of the extended medical leave in writing. All requests for medical leaves must be accompanied by a doctor's statement verifying your total disability and your estimated date of return to work. Further, the District requires written medical verification of your ability to resume work and a list of restrictions that would directly relate to your ability to perform your job.

Taking of leave may be denied if request and medical certification requirement are not met.

14. Unauthorized Absence from Duty

The parties agree that an unauthorized leave of absence, beyond any approved leaves granted pursuant to this agreement, constitutes "abandonment of position" and that the District has the authority to terminate the employee who has abandoned their position.

15. Other Release Time

Other Release Time is defined as leaves granted due to Inclement Weather. Inclement Weather is defined in the Business Services Policy. The following guidelines apply to Classified Employees utilizing other leaves of absence in conjunction with, proceeding or following an inclement weather closure or "Other Release Time":

- A. If an employee is absent from work due to a pre-approved leave (i.e.: vacation, comp time, personal necessity <excluding purpose 'I' of Article 19, section 4>, sick leave, etc.) and campus is closed under "Other Release Time", the employee will be charged the pre-approved leave time (i.e.: vacation, comp time, personal necessity, sick leave, etc.), and will not be considered eligible for the "Other Release Time" closure.
- B. If the employee has elected to utilize personal necessity leave due to inclement weather (Article 19, section 4, purpose 'I') and "Other Release Time" due to inclement weather is granted, the employee will be eligible for the "Other Release Time" (provided the other release time granted overlaps the employee's normal schedule). Example: an employee has taken a personal necessity leave for their entire shift 7 AM to 4 PM and the on the same day the campus is closed at 2 PM for the remainder of the evening. The employee will be eligible for 2 hours of "Other Release Time" or the time they would have received had they been at work.

- C. If an employee does not report to work, under the rights of Article 19, section 4, purpose 'I', and the campus is NOT closed under "Other Release Time", they will be charged the approved personal necessity leave time.
- D. Employees who must remain at the worksite on that day may bank hours, in the form of "extra straight time", for future use. Release time, due to inclement weather, cannot be banked as overtime or double time.

ARTICLE 20 VOLUNTARY LEAVE WITHOUT PAY DURING A FISCAL CRISIS

This agreement provides for voluntary leaves without pay when the Superintendent/President or his/her designee declares a fiscal crisis in the District as a whole or in a subunit of the District, in writing to the unit. This Agreement does not apply to personal leaves authorized in Article 19 Section 6.

A voluntary leave without pay during a declared fiscal crisis may be approved upon the submission of the attached form completed by the unit member and his/her supervisor and approval by a joint unit/management committee consisting of two unit members appointed by the Union and two members appointed by the Superintendent/President. The form will be submitted to the committee after review by the supervisor. (See Appendix for Leave Form).

No leave of absence without pay which is approved may exceed one fiscal year and an employee approved for such leave will be considered on a temporary reduction in working hours as defined in the Article 28 on Health and Welfare Benefits and shall not lose the level of benefits held prior to the granted leave.

The criteria for consideration and approval of leaves under this agreement shall be the following: protection of the unit member(s) contractual rights, financial solvency of the District, maintenance of necessary services, protection of unit member(s) from lay-offs, and fair and equitable treatment of all employees. The committee shall be authorized to approve the leave and its length and its judgment will be final and binding on the parties.

The unit will receive credit (but no individual credit will be received) for the value of the voluntary leaves without pay towards the budget in which the fiscal crisis has been declared by management.

In the case of an agreed upon unit-wide leave without pay or salary schedule reduction, a voluntary leave without pay that has not been taken can be revoked by the donor on the effective date of such a unit-wide agreement.

A voluntary leave without pay shall be deducted from the next available payroll period after forms are processed.

ARTICLE 21 VACATION PLAN

1. Eligibility:

All unit members shall earn paid vacation time according to the provisions of this Article.

2. Less than 2080 hours (40 hrs/week, 12 mo/year) Per Year Employees.

Each employee shall receive their prorated portion of vacation based on months employed per year and hours worked per week.

3. Accrual Rate:

Vacation time for Regular employees shall be earned and accrued on a monthly basis in accordance with the following schedule:

(This table represents 40 hour per week employees)

Year of Service	Days earned per month worked
DOH through Yr 2	1 day
Yr 3 through Yr 5	1.25 days
Yr 6 through Yr 10	1.5 days
Yr 11 through Yr 14	1.75 days
15th year and beyond	2.08 days

Upon separation from employment, a unit member who works less than one-half the working days in the month, shall have his/her vacation prorated based upon the number of days worked. A unit member who works one-half or more of the working days in the month, shall accrue the full month of vacation.

4. Less Than 40-Hour Employees

Each employee shall receive their prorated portion of vacation based on months employed per year and hours worked per week.

5. Service Credit

Each employee shall receive one-year service credit for each year of completed service regardless of hours and months worked. Ten (10), eleven (11) and twelve (12) month full-time employees shall receive one year service credit for each year served for purposes of determining the vacation accrual rate.

6. Accumulation Limits:

- A. Vacation accruals will be credited to each unit member monthly. Vacation will accrue up to a maximum of 480 hours or prorated portion thereof in accordance with #2 and #4 above. This limit will be referred to as a vacation “CAP”. After a unit member reaches the “CAP”, vacation accruals will cease to be credited to the vacation account until such time the member drops below the “CAP”. The employee and the Supervisor will make every effort to schedule and utilize

vacation time within the vacation “CAP” limit, without impairing the services of the District. If in jeopardy of reaching the maximum accrual, the supervisor will, after consultation with the unit member, schedule vacation at a time mutually agreeable to both parties.

- B. Managers will make known to employees under their supervision and Human Resources by the third Monday in August periods of time and/or specific events that are not conducive for taking vacation time, with the understanding that every employee is entitled to at least one week of vacation time during the summer.
- C. Vacation time shall not be unreasonably denied. If an employee feels that a request has been unreasonably denied, the employee may go through the grievance process.
- D. If a unit member reaches the maximum vacation accrual limit and has vacation denied they shall be paid out the length of their vacation request, or 5 days, whichever is less and the paid vacation time deducted from the member’s account.
- E. If the Supervisor and employee have not successfully scheduled the required number of vacation days to comply with the above referenced “cap”, the Director of Human Resources may schedule the required number of days off prior to the end of the year.

7. Negative Balances:

Unit members may draw a negative balance on their vacation accounts not to exceed 5 days during summer flex if necessary.

ARTICLE 22 SUMMER WORK

The parties have agreed that CSEA employees who work less than 12 months or less than 40 hours per week may engage in summer extra service work for the District under the following conditions:

- 1. CSEA members must be permanent employees and work less than a 12- month schedule or a 40-hour week.
- 2. CSEA members who work less than 12 months and are hired for extra service work in the summer will be paid at straight time at the rate advertised for the summer position.
- 3. Any CSEA member who works less than 12 months a year shall have the right of first refusal for summer extra service work in his/her classification. If he/she accept the offer of extra service work, they will be paid at straight time at their current rate.
- 4. The process for applying for summer extra service work shall be as follows:
 - A. Any employee who is interested in summer extra service work shall notify the Personnel Department by filling out the CSEA Application for Summer Employment (see Appendix) and returning it to the Personnel Department no later than May 15.

- B. Personnel will develop an extra service work pool of interested employees. When work becomes available, and if the employee meets the minimum qualifications, Personnel shall contact those employees in the pool. Those employees who work less than 12 months, with the most seniority will have right of first refusal or acceptance of the offered position.
- C. The hiring of a less than 40 hour per week employee for summer work is subject to District approval based on, but not limited to, consideration of overtime and current work schedule.

ARTICLE 23 FILLING VACANCIES WITH INTERNAL APPLICANTS

- 1. Any permanent member of the bargaining unit who possesses the minimum qualifications for the announced vacancy may file an application on or before the final filing date, and shall be granted an interview by the search committee. In each vacancy of a permanent unit position, a preferred qualification shall be "community college experience." If a current unit member is hired to fill the vacancy the following shall apply:

A. An employee moving to a higher range:

- 1. Will be placed on the appropriate step of new range to reflect either of the following, whichever is most favorable to the employee:
 - i. At least a 5% increase above their current step/range.
 - ii. Placement in accordance with article 30 paragraph 7.
- iii. Salary schedule movement will be annually on July 1st.
- iv. Will have a six (6) month probationary period.
- 2. Will be evaluated at the end of the probationary period, and, if continued in the position, then annually thereafter. (Article 12)

B. An employee moving to a lower range:

- 1. Will be placed in accordance with article 30 paragraph 7.
- 2. Salary schedule movement will be annually on July 1st.
- 3. Will have a six (6) month probationary period.
- 4. Will be evaluated at the end of the probationary period and, if continued in the position, then annually thereafter. (Article 12)

C. An employee staying at same range:

- 1. Will remain at same step and same range.
- 2. Salary schedule movement will be annually on July 1st.
- 3. Will have a six (6) month probationary period.

4. Will be evaluated at the end of the probationary period and, if continued in the position, then annually thereafter. (Article 12)

D. Probationary period:

1. The position that the unit member moved out of, may be filled by the District with a substitute employee to the extent described in CA Ed Code 88003(b) until a regular employee is hired into the position.
2. Either the District or the unit member can terminate the six (6) month probationary period.
3. If termination in the new position occurs the unit member will return to their previous position.
4. At the end of the six (6) month probationary period the District will then advertise for the position that is vacant.

Note: Longevity shall be based on original hire date, which is the 1st day of work in a regular position with the District.

ARTICLE 24 UNIT MEMBER DEVELOPMENT

1. Educational Leave

The District may grant educational leave time to classified employees to take courses. Educational leave shall be granted insofar as possible within the District's work requirements. Educational leave is the total leave an employee is allowed to take for educational purposes and may not exceed six (6) hours per week. Educational leave, when granted, shall adhere to the following:

- A. Paid release time and preapproved by the supervisor.
- B. Job-required educational activities means that the knowledge or skill is necessary and essential to satisfactory performance in the position and the employee is released from work time to participate in the educational activity.
- C. Job-related educational activities means that the knowledge or skill will enhance or improve performance in the position and the employee receives 50% flex time and 50% released time to participate in the educational activity.
- D. Educational Leave may not be used for courses in which the unit member is receiving an Educational Incentive

2. Educational Incentive

Unit members are eligible for reimbursement of up to \$125 per semester credit (tuition and fees only) upon satisfactory completion of any college level credit course(s) from an accredited college or university which is part of a degree or certificate program directly relating to the unit members position and pre-approved by the supervisor and President/Superintendent using the Educational Incentive & Release Request Form. All courses must be taken 'for credit', and a grade of a 'C' or higher must be achieved.

When the above approved form is received by the human resources office the Human Resources Director, or designee, will notify the unit member and provide them with an Educational Incentive Participation Form. It is the unit member's responsibility to notify human resources that they are enrolled and taking courses.

A maximum fifteen (15) credits per fiscal year, are allowed to be reimbursed to any individual employee.

Unpaid release time may be provided to employees to take credited classes during normal working hours. Employees must make arrangements with, and receive prior written permission from the immediate supervisor, before participating in unpaid release time while using the Educational Incentive.

Within ninety (90) calendar days following the completion of a course, the employee must provide the office of Human Resources an unofficial transcript, along with the request for the Educational Incentive reimbursement. The reimbursement will be issued within thirty (30) calendar days of approval of the request, and will not be included in the employee's monthly salary.

A fund of \$5000 will be established for the purpose of reimbursing tuition and fees for unit members using the Educational Incentive through 6/30/22. This fund will be used on a first come first served basis for all unit members. Programs of study approved by the supervisor and president are not guaranteed to be reimbursed. Reimbursements will be made on a semester by semester basis for approved courses while funds remain. If funds are exhausted the District and CSEA will meet and confer on next steps.

3. Flex or Flexible Time

Time to be made up by the employee in order to participate in an educational activity.

A maximum of three (3) hours release time may be granted for job-required, and/or job-related educational activities. Any additional hours up to six (6) per week shall be flex time.

A unit member must notify his/her supervisor at least fifteen (15) days in advance of the beginning of the educational leave.

Educational leave shall be subject to any conditions/problems established by the unit member's supervisor in the unit member's most recent evaluation.

Educational leave shall be requested on the Educational Leave form (See Appendix). The supervisor shall recommend approval or denial of the educational leave, and the level whether job-required, job-related, or flex within five (5) working days of receiving the request form from

the unit member. The Director-of Human Resources/EEO shall make the final approval, modification or denial of the educational leave, and/or level of leave. Reasons shall be given for any recommendation for denial on the form. The Director of Human Resources/EEO shall inform the unit member of approval or denial of educational leave fifteen (15) days after initiation by the unit member of a request for educational leave. It is recommended for complete processing that the unit member initiate his/her request forty-five (45) days prior to the beginning of the requested educational leave.

4. Attendance at Seminars, Conferences, and Workshops

Unit members may attend seminars, conferences and workshops that would enhance the working skills of an individual's current position, or would contribute to their growth and development, assisting the unit member in attaining a promotion in the District should a promotional opportunity be available. Attendance at a conference, seminar or workshop shall be granted insofar as possible within the District's work requirements. Workshops include unit members visits to other colleges to view how others perform similar duties.

Subject to the following, the unit member may receive up to six (6) working days for attendance at conferences, seminars or workshops per fiscal year:

- A. Attendance at a seminar, workshop or conference where the unit member is an approved representative of the District to a community or statewide group shall not count toward the six (6) day limit above.
- B. Attendance at a conference, seminar or workshop approved by the supervisor as job-required, i.e. the knowledge or skill obtained by attendance is necessary and essential to satisfactory performance of the unit member, shall not count towards the six (6) days limit above.

This process does not replace the state professional development application process if funding is needed to attend the conference, seminar, or workshop.

A unit member denied attendance to a conference, seminar or workshop using workdays allowed under this section may, with supervisor approval, use flex time to attend the conference, seminar, or workshop.

Attendance at a conference, seminar or workshop shall be subject to any conditions/problems established by the unit member's supervisor in the unit member's most recent evaluation.

ARTICLE 25 JOB ANALYSIS PROCESS

- 1. The parties have agreed to a process for the review, evaluation and analysis of jobs (also known as reclassification, position review, job review, etc.)
- 2. The parties agree that the five page "Job Analysis Request" form found in the Appendix defines this process and shall be used for this purpose.
- 3. The parties agree that the point factor analysis recommendation by the consultant shall be used to determine the appropriate salary placement on the then current salary schedule. If there are

multiple salary schedules in the same range a reclassified employee will be placed in the salary schedule of a current employee with the same or nearest point factor analysis value.

4. The parties agree that if the recommendations involve a salary change, district/union negotiations regarding implementation shall take place within an appropriate time frame.
5. The parties have agreed that a job analysis request may not be initiated by an employee or the union more frequently than once every eighteen months. Management may request a study at any time because they have the right to assign and organize work. However, in no case may a job analysis request be made during the unit member's probationary period.
6. The parties agree, upon the mutual agreement of the Director of Human Resources and the CSEA President, to waive the external consultant's job audit analysis in cases where a similar position or an internal "benchmark" reasonably exists.

(Also see "Job Analysis Request", "Questions and Answers Relating to Individual Job Analysis" and "Form-Request for Job Analysis" in the appendix to this agreement.)

ARTICLE 26 CHANGE IN JOB DESCRIPTION RESPONSIBILITY

1. This Article is not intended to change the employee's job description but is to be used to reflect changes in responsibilities within the job description.
2. This Article shall only be used when the change in responsibilities does not affect the employee's classification. If the change in responsibilities is intended to affect the employee's classification on a permanent basis, Article 25, Job Analysis Process, shall be used.
3. If a supervisor directs a change in existing job description responsibilities, he/she will do so in writing indicating which specific responsibilities will be changed and will indicate the duration for which the responsibility has been changed.

ARTICLE 27 OUT-OF-CLASSIFICATION WORK

Definition: Out-of-classification work is defined as any work performed by a unit member in a higher classification if that work would be: different than their current work; specific to a higher classification; and, would last for a period that exceeds 5 days in any 20 workday period.

1. Unit members shall not be required to perform duties without compensation that are not fixed and prescribed in their job description, if those assigned duties would be specific to the higher classification, for a period that exceeds 5 days in any 20 day workday period.

2. Compensation:

- A. Throughout the period worked in a higher classification, a unit member will be placed on the lowest step of the new out-of-classification salary range that will reflect at least a 5% increase above their current salary step/range. However, if step E of the out-of-classification salary range is less than 5%, the employee will be placed at step E.
 - B. If a unit member is in a non-unit position but remains a unit member; he/she will be placed in the same manner as A. above.
 - C. The next pay increase for the unit member in the out-of-classification assignment will be on July 1st.
 - D. When the unit member returns back to his/her original job duties then that unit member returns to the salary step they would have moved to as if they were never assigned an out-of-class assignment.
3. The district and CSEA agree to meet and confer (CSEA may advise but district will decide) regarding out-of-classification assignments at least every three months, after an out-of-classification assignment has lasted six months, to consider the appropriateness of continuing the out-of-classification assignment, the workload of the employee if the employee is attempting to continue his/her old duties as well as the new duties and the general efficiency of the out-of-classification assignment.

4. Conflict Resolution Regarding Out-Of-Classification Work

- A. When a supervisor assigns work, which he/she believes, is within the current job description of the employee, but which the employee believes is out-of-classification work, the employee can request an informal meeting with his/her supervisor and the Director of Human Resources. The employee may request union representation at this meeting. The intent of this meeting is to resolve the determination of the out-of-classification work.
- B. If no agreement is reached, the employee may enter into Step 2 of the grievance process.

ARTICLE 28 HEALTH AND WELFARE BENEFITS

Health Plan Coverage

The health plan shall be funded on the following basis:

- 1. The District and CSEA agree that the District will fully fund the health and welfare plan, not including disability insurance, up to a maximum of the following, per year, per employee:

2022-2023 = \$11,818;

2023-2024 = \$11,936;

2024-2025 = \$12,055.

Health and welfare costs which exceed the above annual amounts will be shared by the District and the employee based on the following schedule. In the event of a fiscal crisis per article 30, the District cap will not increase and the amount in effect at the time of the fiscal crisis shall remain the same

- A. Standard Plan amount minus the District contribution plus 50% of the difference between the district contribution and the standard plan. Employee will pay the remaining (50%) difference of the health and welfare plan.
 - B. Basic Plan amount minus District contribution plus 50% of the difference to the Standard Plan. (Note: District contribution over the plan amount will not be credited to the employee).
 - C. Premier Plan amount minus District contribution (plus 50% of the difference between the district contribution and the Standard plan. Employee will pay the remaining 50% to the Standard plan plus any additional costs associated with “buying up” to the Premier health and welfare plan.
 - D. Premier Plus Plan amount minus District contribution plus 50% of the difference between the district contribution and the Standard plan. Employee will pay the remaining 50% to the Standard plan plus any additional costs associated with “buying up” to the Premier Plus health and welfare plan.
 - E. Consumer Driven Health Plan, the amount of the plan minus District contribution plus 50% of the difference to the Standard Plan. (Note: District contribution over the plan amount will be credited to the employee’s Health Savings Account up to the allowable IRS limit.)
2. The District will offer the JPA’s open enrollment program to employees. Open enrollment will allow each employee to annually review the JPA’s medical plans and to enroll in the medical plan of their choice for the upcoming fiscal year.
 3. The District may change an insurance carrier or administrator or may join in a JPA or a consortium or become self-insured after consultation with the Union so long as the same level of benefits is maintained.
 4. Classified employees hired on or after August 2, 1993 shall receive prorated health benefits if they work less than 2080 hours annually. Benefits shall be prorated according to the amount of hours worked annually per the following schedule:

<u>Annual Hours Worked</u>	<u>Health Benefits</u>
1. 1143-1040 hours	50%
2. 1351-1144 hours	60%
3. 1559-1352 hours	70%
4. 1767-1560 hours	80%
5. 1975-1768 hours	90%
6. 2080-1976 hours	100%

- A. If after initial placement an employee's working hours are increased or decreased on a permanent basis, that employee shall immediately receive the appropriate higher or lower percent of benefits per the schedule above.
 - B. If an employee's working hours are increased temporarily, they shall be afforded health and welfare benefits on a properly prorated basis in accordance with Ed Code §88035 and §88036. There shall be no change in benefits if an employee's working hours are decreased temporarily.
5. Current classified employees hired before August 2, 1993, shall continue to receive the same percentage of health benefits as received prior to August 2, 1993, with the following exceptions:
- A. If an employee's annual hours are increased on a permanent basis after August 2, 1993, that employee shall immediately receive the appropriate percentage of benefits per the schedule in Section A-1 above only if that percentage is higher than what the employee is currently receiving. (If an employee's hours are increased and that employee is already receiving 100% health benefits, there will be no change in cost of the employee's health benefits).
 - B. If an employee's annual hours are decreased on a permanent basis after August 2, 1993, that employee's percentage of benefits received shall not change unless the employee's hours fall below 1290 hours annually, at which point the above schedule in Section A-1 will apply.
6. A full-time classified employee is defined by the District as an employee who works 2080 hours annually; the District's insurance carrier requires that all full-time employees receive health benefits. Employees working less than 2080 hours shall have the option of refusing health benefits coverage.
7. In the event that the District explores changing its health benefits provider there will be a committee formed with two representatives from CSEA.
8. In the event of either (a) a decrease in general fund revenue compared to previous year general fund revenue funding, or (b) a mid-year reduction in general fund revenue, the District and CSEA agree to meet and discuss options to alleviate and resolve the aforementioned increased District's health benefit contributions in a collegial, systematic, and campus-wide manner using the criteria described in Article 30.

ARTICLE 29 PHYSICAL EXAMINATIONS

The District agrees to provide the full cost of any medical examination that is required as a condition of continuing employment.

ARTICLE 30 COMPENSATION

1. Compensation

Feather River College is committed to being the premier employer in Plumas County, therefore the following principles apply:

- The ideal is to be at or above the average salary for the work performed at similar employers.

- The average will be calculated by adding the lowest and highest annual salary and divide by two.
- All averages are combined and compared to the average for FRC.
- Similar employers include, but not limited to, Lassen College, Lassen County, Lake Tahoe Community College, College of the Siskiyous, Plumas County, and PUSD.
- Both parties also recognize that no two employers are exactly alike; therefore, there may be differences in comparing similar positions.
- When comparing salaries, adjustments if warranted, will be done in consultation with CSEA.
- Any salary adjustments must be able to go into effect July 1st.

Effective July 1, 2022 through June 30, 2025 any Cost of Living Adjustment (COLA) received from the state will be placed upon the salary schedule.

A one-time, off schedule payment of \$1000, less required deductions, will be paid to each bargaining unit member between October 1, 2022, and December 25, 2022.

All categorical programs will be responsible for funding the above increases except as noted below.

2. Fiscal Crisis

- A. A fiscal crisis is defined as a fiscal year during which the District's revenues decrease through the funding mechanisms and formulas of state or federal government. This includes only the unrestricted General Fund. Fund balances and reserves shall be used to alleviate any fiscal crisis to the extent agreed upon.
- B. The District and the CSEA agree to the following values (un-prioritized)
 - a. Students shall be priority and will be served in an efficient, professional environment.
 - b. Avoid Layoffs
 - c. No New Positions (Grant/Categorical positions are exception)
 - d. Objective is to balance budget not to force pay reductions
 - e. Maintain FTES
 - f. Cut discretionary funding
 - g. Verification of figures is to be validated in the CCFS 311 documents
 - h. Any revenue increases go to compensation, equally on a per constituency basis. Priority will be given to uncontrollable expenses; e.g.: utilities, fringe benefits, and insurance
 - i. Equality across all constituent units – as much as possible
 - j. Cash flow must be taken into account
 - k. Agreed upon use of District Reserves
 - l. The District's 5% cash reserve will be maintained in accordance with Chancellor's Office regulations
 - m. Each employee affected by an eliminations and/or reductions who have moved to a lower paid position or experienced a reduction in hours that is equal to or more than 7.5%, and who remain actively employed with the district, will not be subject to additional reductions.

C. All options for any type of compensation adjustment are to be considered on a per employee basis and any concessions are to be equitable among said members on a percentage basis. The following options are available on an individual basis. Records shall also be kept on an individual basis to ensure proper restoration.

- a. Furloughs.
- b. Salary reduction.
- c. Change in health benefit premium payments.

D. It is agreed that the full restoration basis shall be the most current salary schedule.

E. A Memorandum of Understanding will be drafted in the event of a “fiscal crisis”, present and future. The letter will include the start and end date of the fiscal crisis, the percentage of concession required from the CSEA, as well as a timeline for implementing stated reductions.

3. Payroll Deductions

A. The District shall take CSEA dues, initiation fees, assessments, and/or service fees in accordance with authorized CSEA bylaws and procedures.

B. The payment of District parking fees will comply with BP/AP 6750.

4. Longevity

The District agrees to additionally compensate long service (longevity) as follows:

<u>Years of Service</u>	<u>Additional Amount</u>
1 st day of 10th year of service.	\$840/year
1 st day of 12 th year of service	\$1,080/year
1 st day of 15th year of service.	\$1,1440/year
1 st day of 18th year of service.	\$1,2,160/year
1 st day of 21st year of service.	\$3,600/year

Part-time unit members shall receive long service (longevity) on a pro-rated basis.

5. Mileage

A unit member authorized to use his/her vehicle on District business shall be reimbursed at the IRS rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District assigned business.

6. Initial Salary Placement

The District and CSEA acknowledge that initial salary placement can be a vital component in attracting high-caliber candidates to apply for classified staff positions. Therefore, the parties agree that candidates who have accepted classified staff positions will be equitably considered for advanced salary placement based on the following criteria:

- A. Advanced salary placement will be based on the candidate's:
 - a. Professional experience directly related to the position.
 - b. Degree earned at an accredited institute of higher education.
- B. Direct professional experience will be considered as follows:
 - a. 0-4 years = No step advancement (Candidate is hired at Step A.)
 - b. 4-8 years = One-step advancement (Candidate is hired at Step B.)
 - c. 8 + years = Two-step advancement (Candidate is hired at Step C.)
- C. Degree consideration is restricted to one step only for either a Bachelors or Masters. (Candidate is hired at Step B.) Advanced placement for a degree will be based on a degree directly related to the position.
- D. A combination of direct experience and higher education degree will be considered as follows:
 - a. 0-4 years AND Bachelors or Masters = One-step advancement (Candidate is hired at Step B.)
 - b. 4-8 years AND Bachelors or Masters = Two-step advancement (Candidate is hired at Step C.)
 - c. 8 + years AND Bachelors or Masters = Two-step advancement (Candidate is hired at Step C.)
- E. Any advanced salary placement cannot occur above Step C of the salary range of the given position.
- F. The Human Resources Director will authorize advanced salary placement after consulting with the Hiring Authority.

7. Annual Step Increases

Permanent unit members will receive step increases effective July 1 if applicable. Newly hired unit members will receive their first step increase after their one-year anniversary then on July 1 thereafter.

ARTICLE 31 DISCIPLINE AND DISMISSAL

The District maintains the right to reprimand, suspend with or without pay, or terminate a unit member for failure to perform assigned duties and responsibilities.

The District agrees to administer discipline progressively, which means that actions such as warnings and reprimands would precede suspension or dismissal except in cases where the seriousness of the problem justifies immediate suspension or suspension leading to dismissal.

Any action by a unit member engaging in conduct endangering the health or well-being of students, staff or others shall be cause of immediate suspension or suspension leading to dismissal.

Probationary unit members may be terminated at the discretion of the District.

The President is authorized to suspend unit members without pay for disciplinary reasons. Suspensions may be for varying periods, but shall not exceed thirty (30) working days.

Charges, such as, but not limited to, the following may be cause for disciplinary action up to and including dismissal. If circumstances merit special consideration, the unit member may be suspended or demoted in lieu of discharge:

1. Incompetence or inefficiency in performance of duty.
2. Dishonesty
3. Insubordination
4. Intoxication or the use of any drugs or narcotics or any drug or narcotic offense as defined in the Ed. Code.
5. Repeated or unexcused absence or tardiness or absence or repeated tardiness without authority or sufficient reason.
6. Failure or inability to perform duties and responsibilities assigned to a unit member's position.
7. Discourteous, offensive, or abusive conduct or language toward other unit members, students or the public.
8. Conviction of a felony or of any crime involving moral turpitude.
9. Abandonment of position (as defined in Article 19 #14 or three (3) consecutive days absence without notification may result in a voluntary resignation.)
10. Unauthorized personal use of District property
11. Knowingly falsifying any information supplied to the District, including, but not limited to information supplied on application forms, employment records, or other District records.
12. Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Education Code, Board policy, or by any appropriate state or local governmental agency.

No permanent unit member, except one who is on probation in a new classification, shall be suspended, demoted, or dismissed unless there is served upon said unit member a written notice of suspension, demotion, or dismissal, signed by the President stating the reasons for the suspension, demotion, or dismissal, and the effective date thereof. A copy of such notice shall also be sent to the CSEA. Under ordinary circumstances, notice of ten (10) working days shall be given.

The disciplined, or dismissed unit member, shall be informed in writing of the specific charges against him/her, a statement of his/her right to a hearing on such charges, and the time within which a hearing may be requested, which shall be not less than five (5) working days after service of the notice to the unit member, and a card, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges, shall be enclosed in the letter for the unit member to either sign or reject at his/her discretion.

A Skelly Conference may be held at the request of the employee. This conference will be conducted by the Director of Human Resources/EEO of the District or other neutral administrator if the discipline was initiated by the Director of Human Resources/EEO. If at the conclusion of the Skelly Conference, the discipline is sustained, the affected employee is entitled to a full hearing. The decision of the Skelly Conference is not final and binding on the part of either party.

At the time and place designated, the Board of Trustees shall hold a hearing for the purpose of determining the validity of the charges brought against the unit member and of the reasonableness of the discipline imposed pursuant to said charges.

Such hearing shall be closed to the public unless otherwise requested by the unit member. The unit member may be present and have the right to be represented.

The decision of the Board of Trustees shall designate express findings of the charges upon which the disciplinary action was based and may wholly reverse or affirm the disciplinary action imposed by the President or modify the severity of same.

All suspensions and dismissals shall be without pay after the effective date thereof.

ARTICLE 32 GRIEVANCE PROCEDURE

Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly. "Grievance" as defined in this Agreement shall be brought only through this procedure.

Definitions:

"Grievance" is a formal allegation by a grievant that the grievant has been adversely affected by a misinterpretation, a misapplication, or a violation of a specific Section of this Agreement.

"Grievant" may be any member of the bargaining unit covered by the terms of this Agreement.

A **"Day"** (for the purposes of this grievance policy) is any day on which the central administrative office of the Feather River Community College District is open for business.

The "**first level manager**" is the immediate supervisor (outside of the bargaining unit) having direct jurisdiction over the grievant.

Forms for processing grievances have been prepared mutually by the Union and the District and included in the Appendix of this Agreement.

A grievance may be lodged by:

1. A unit member
2. A unit member accompanied by a representative
3. A Union representative, if the unit member so requests (in written form)
4. A Union representative in the name of the Union

The Union shall have the right to have a representative present at each step of the grievance procedure if requested by the grievant.

If the same grievance is made by more than one unit member, the District may allow the Union to consolidate such grievances. The final decision of such a grievance shall apply to all grievants.

No unit member at any stage of the grievance procedure shall be required to meet with any administrator concerning any aspect of a filed grievance without Union representation if requested by the grievant.

Written notice to be given under this grievance procedure may be given by hand to the appropriate person, or sent by registered mail. If given by hand, the date shall be counted as the date of notice. If given by mail, the date of notice shall be counted as the day of mailing.

No threats or retaliations shall be made against any participants in the grievance procedure by reason of such participation. Grievance materials shall not be placed in the personnel files.

A decision rendered at any step in this procedure becomes final unless appealed by the aggrieved person within the time limit specified unless;

1. By mutual agreement the time limits contained herein may be waived. Also by mutual agreement the grievance may revert to a prior level for consideration (excluding Step 3 below).
2. Failure of the administrator to respond within the time limits shall automatically move the grievance to the next step of the grievance procedure.

Decisions rendered at Steps 1 and 2 of the grievance procedure set forth herein shall be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and President of the Union. Time limits for appeal provided in each step shall begin three (3) working days following posting by registered mail of the written decision by the parties in interest.

If the grievance herein is scheduled during the grievant's and/or representative's working hours, the grievant and/or representative shall suffer no loss of pay in order to present the grievance(s).

Upon reasonable request, the Board's agent shall provide the Union with legal, relevant, unrestricted and non-confidential information. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined in applicable law.

Grievance Procedure Steps

All grievances shall follow the five-step procedure:

Step 1:

Within twenty (20) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant shall present his/her grievance, either orally or in writing, to the first level manager. Within ten (10) working days from the date of the informal conference, the first level manager shall communicate his/her decision to the grievant in writing together with supporting reasons, and with a copy to the Union and the District's Hearing Officer.

Step 2:

If the grievant is not satisfied with the decision at Step 1, he/she may submit a written grievance on the appropriate form within ten (10) working days to the District's Hearing Officer. A copy of the decision rendered by the first level manager shall be attached to the grievance.

The written Step 2 grievance statement shall include:

1. A description of the specific factual basis for the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
2. A listing of the Article and Section of the Agreement alleged to have been violated or misapplied;
3. A statement of the reasons why the Step 1 written resolution of the immediate supervisor is unacceptable to the grievant.
4. A listing of the specific remedies requested by the grievant;
5. A request for a conference with the appropriate manager, if desired.

Step 3:

If the grievant is not satisfied with the disposition of the grievance, at Step 2, he/she may file for a Step 3 hearing before the President. The appeal shall include a statement of the reasons why the Step 2 resolution is unacceptable to the grievant.

Such filing shall be on the form supplied by the District (see Appendix). It shall have attached to it copies of the written Step 2 grievance, and, where applicable, the Step 1 written resolution and the Step 2 written decision.

A grievant who files for a Step 3 hearing shall do so within ten (10) working days of his/her receipt of the Step 2 written decision, or within fifteen (15) working days of the date of filing of the Step 2 grievance, whichever occurs sooner. A grievant not complying with this time requirement will be deemed to have waived his/her right to a Step 3 hearing.

Step 4 - Advisory Arbitration - Dispute Resolution

Advisory arbitration is for the exclusive use of the Union. A grievant not represented in arbitration by the Union shall, if not satisfied with the decision of Step 3, within five (5) working days, appeal the decision to the Board of Trustees. In the event the Union is not satisfied with the decision at Step 3, it shall, within five (5) working days, give written notice to the President demanding advisory arbitration. Within five (5) working days of receipt of the demand, the District shall request of the State of California Mediation/Conciliation Service, or other sources as the parties mutually agree upon, a list of five (5) qualified arbitrators.

It shall be the function of the arbitrator, and he/she is so empowered except as his/her powers are herein limited, to make recommended awards in cases of alleged violations of the specific Articles and Sections of this Agreement. As a part of the award, the arbitrator shall designate the prevailing party.

The arbitrator shall have no power to:

1. Add to, subtract from, disregard, alter or modify the terms of this Agreement;
2. Establish, alter, modify or change any salary structure;
3. Rule on:
 - A. Termination of the services of, or failure to reemploy any unit member;
 - B. Any matter of unit member evaluation other than failure to comply with procedures or procedural aspects;
 - C. Any claim or complaint for which there is another remedial procedure or course established by law or regulation having the effect of law.

The arbitrator's expenses, including any per diem fees, actual and necessary travel and subsistence expenses, and other fees and expenses, including a court reporter, shall be shared equally by the parties. Other expenses shall be borne by the parties incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

1. Notwithstanding the above paragraph, where an arbitrator's recommendation is in favor of the grievant, and the Board reverses such recommendation, the District agrees to pay the full cost of the arbitrator's fees and expenses. Conversely, where an arbitrator's decision is in favor of the

District and the Union appeals the affirmed decision to the courts, the Union agrees to pay the full costs of the arbitrator's fees and expenses.

Advisory arbitration awards shall be in writing and furnished to each party to the hearing.

Step 5 - Board of Trustees

With Advisory Arbitration:

1. The Board shall consider the arbitrator's award in public or closed session at its discretion at its next regular meeting after receipt, provided a minimum of seven (7) working days elapse from receipt until the Board meeting.
2. The Board may implement the recommendations, may not implement in any way, may meet with the Union to discuss other alternatives, or may take other actions at its sole discretion.
3. The Board shall, within ten (10) working days thereafter, submit its decision, in writing, to the Union.
4. The decision rendered shall be final as to the District except to appeal a court decision in favor of the Union. The Union reserves its full legal remedies including recourse to court action.

Without Advisory Arbitration:

1. The Board shall consider the appeal in closed session, at the grievant's discretion, at its next regular meeting after receipt, provided a minimum of fifteen (15) working days elapse from receipt until the Board meeting.
2. The Board may consider the appeal based solely upon the written record, or may request the grievant to attend such session for a hearing on the matter.
3. The Board shall, within fifteen (15) working days after the hearing, submit its decision, in writing, to the grievant.
4. The decision rendered shall be final as to the District except to appeal a court decision in favor of the Union. The grievant reserves his/her full legal remedies including recourse to court action.

Released Time:

The authorized Union representative and the grievant shall be released from their regular work duties, without loss of pay or benefits, when grievance resolution meetings are scheduled during their regular working hours.

ARTICLE 33 DISTRIBUTION OF CONTRACT

This agreement shall be posted on the FRC Website by the District within thirty (30) days of the ratification by both the Board and Classified Union. The District shall direct new employees to

the location of the contract on the FRC website as part of their employment packet materials. The District shall also provide hard copies to individual union members upon written request.

ARTICLE 34 OPENERS AND CONSENT TO MODIFY CLAUSE

The Union or the District may submit their contract proposal no later than the regular Board meeting in June. The terms and conditions of this Agreement will remain in full force and effect during negotiations of the subsequent Agreement.

This Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties.

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly signed and ratified as necessary by both parties.

ARTICLE 35 SEVERABILITY

Savings Clause: If, during the life of this Agreement, any law or any order issued by a court or other tribunal of competent jurisdiction shall render invalid or restrain compliance with or enforcement of any provisions of this Agreement, such provisions shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within sixty (60) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 36 SUCCESSOR CLAUSES

This Agreement shall be binding upon the successors or assigns of the parties hereto and no rights or obligations provided in this Agreement shall be in any manner affected by any sale, merger, or assignment by either party hereto.

ARTICLE 37 PAST PRACTICE

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provision of this Agreement, such practice and procedures which are outside the scope of mandatory bargaining are discretionary with the District.

ARTICLE 38 DURATION

This Agreement shall be effective as of July 1, 2022 through June 30, 2025 and shall continue in full force and effect until a new successor agreement is reached.

IN WITNESS WHEREOF, CSEA has caused this Agreement to be signed by its representatives and the District has caused this Agreement to be signed by its President and the Board's agent.

Ratified by CSEA 712 on TBD.

Adopted by the Board of Trustees on TBD.

Signed and entered into this _____ day of ____.

For the District:

For the Union:

Guy McNett

Venice Lombardo

Kevin Trutna Ed.D

Sean Harris

Derek Lerch, Ph.D.

Jeff Otter

Carlie McCarthy

Billy Ogle

Juanita Lujan

APPENDIX A-1
CLASSIFIED SALARY SCHEDULE
7/1/19 - 6/30/20

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP A HOURLY EQUIV.**
Bookstore Assistant	6	2,879	3,023	3,172	3,329	3,494	3,651	16.61
Custodian/Utility Worker	6	2,879	3,023	3,172	3,329	3,494	3,651	16.61
Grounds Specialist II	6	2,879	3,023	3,172	3,329	3,494	3,651	16.61
Maintenance Specialist I	6	2,879	3,023	3,172	3,329	3,494	3,651	16.61
Office Assistant II	6	2,879	3,023	3,172	3,329	3,494	3,651	16.61
Admissions & Records Assistant	7	3,023	3,172	3,329	3,494	3,663	3,828	17.44
Financial Aid Assistant	7	3,023	3,172	3,329	3,494	3,663	3,828	17.44
Library Assistant	7	3,022	3,172	3,329	3,493	3,663	3,828	17.44
Recruitment Assistant	7	3,023	3,172	3,329	3,494	3,663	3,828	17.44
Senior Office Assistant I	7	3,022	3,172	3,329	3,494	3,663	3,828	17.44
Senior Office Assistant II	8	3,171	3,328	3,489	3,662	3,847	4,020	18.30
Admissions & Records Technician	9	3,337	3,504	3,680	3,860	4,053	4,235	19.25
Financial Aid Technician	9	3,337	3,504	3,680	3,860	4,053	4,235	19.25
Program Staff Specialist I	9	3,337	3,504	3,680	3,860	4,053	4,235	19.25
Senior Library Assistant	9	3,337	3,504	3,680	3,860	4,053	4,235	19.25
Student Accounts Technician	9	3,337	3,504	3,680	3,860	4,053	4,235	19.25
Student Life & Engagement Specialist	9	3,337	3,504	3,680	3,860	4,053	4,235	19.25
Student Success Specialist	10	3,488	3,661	3,846	4,034	4,235	4,426	20.12
Assistive Technology Specialist	10	3,488	3,661	3,846	4,034	4,235	4,426	20.12
Instructional Asst - English, Math, DSPS	10	3,488	3,661	3,846	4,034	4,235	4,426	20.12
Program Staff Specialist II	10	3,488	3,661	3,846	4,034	4,235	4,426	20.12
Admin Asst- Instruction, Bus Svcs, Facilities/IT	11	3,661	3,846	4,034	4,235	4,447	4,648	21.12
Assistant Athletic Trainer	11	3,661	3,846	4,034	4,235	4,447	4,648	21.12
Instructional Asst - Equine, Athletics, ISP	11	3,661	3,846	4,034	4,235	4,447	4,648	21.12

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP A HOURLY EQUIV. **
Admin Asst-Student Services/Athletics	12	3,845	4,033	4,234	4,446	4,665	4,875	22.18
Advisor (ETS, UB, SSS)	12	3,845	4,033	4,234	4,446	4,665	4,875	22.18
Class Scheduling and Information Specialist	12	3,845	4,033	4,234	4,446	4,665	4,875	22.18
Financial Aid Specialist	12	3,845	4,033	4,234	4,446	4,665	4,875	22.18
Admissions & Records Specialist	12	3,845	4,032	4,234	4,446	4,666	4,875	22.18
Maintenance Specialist II	12	3,845	4,033	4,234	4,446	4,665	4,875	22.18
Maintenance Specialist II - Mechanic	12	3,845	4,033	4,234	4,446	4,665	4,875	22.18
Payroll Officer/Internal Auditor	12	3,845	4,033	4,234	4,446	4,665	4,875	22.18
Adaptive Technology Specialist	13	4,036	4,236	4,449	4,669	4,899	5,119	23.28
Desktop Support Specialist	13	4,036	4,236	4,449	4,669	4,899	5,119	23.28
Maintenance Specialist III - Ref. Mech	13	4,036	4,236	4,449	4,669	4,899	5,119	23.28
Maintenance Specialist III	13	4,036	4,236	4,449	4,669	4,899	5,119	23.28
Program Coordinator	13	4,036	4,237	4,448	4,668	4,899	5,119	23.29
Ranch Ops. Coord.	13	4,036	4,237	4,448	4,668	4,899	5,119	23.29
Senior Program Specialist	13	4,036	4,237	4,448	4,668	4,899	5,119	23.29
Purchasing Agent	14	4,244	4,456	4,676	4,911	5,153	5,385	24.48
Chief Accountant	15	4,464	4,688	4,921	5,168	5,422	5,666	25.75
MIS Specialist	15	4,464	4,688	4,921	5,168	5,422	5,666	25.75
Network Specialist	15	4,464	4,688	4,921	5,168	5,422	5,666	25.75
CHILD DEVELOPMENT CENTER								
Head Cook	6	2,444	2,563	2,688	2,822	2,963	3,097	14.10
Associate Pre-School	8	2,677	2,807	2,945	3,091	3,246	3,392	15.45
Pre-School Teacher	10	2,924	3,069	3,223	3,381	3,552	3,712	16.87
Lead Pre-School Teacher	13	3,329	3,496	3,666	3,852	4,044	4,226	19.20

Grievance#_____

(Continued on reverse)

Request for remedy or corrective action desire:

Grievant's (') Signature: _____

Date: _____

Informal Step: Grievant, Supervisor

Step I: Grievant, Union, Supervisor, Director of Human Resources/EEO

Step II: Grievant, Union, Director of Human Resources/EEO, President/Superintendent

Step III: Grievant, Union, Director of Human Resources/EEO, President/Superintendent

APPENDIX A-3

**FEATHER RIVER COMMUNITY COLLEGE
CSEA CLASSIFIED GRIEVANCE RESPONSE FORM**

RESPONDING TO GRIEVANCE # _____

Grievance Level: Informal Step _____ Step I* _____ Step II* _____

Name of Grievant _____

Position: _____ Supervisor: _____

Facts concerning this Grievance:

Decision/Justification:

Signature: _____

Date: _____

Informal Step: Grievant, Supervisor

Step I: Grievant, Union, Supervisor, Director of Human Resources/EEO

Step II: Grievant, Union, Director of Human Resources/EEO, President/Superintendent

Step III: Grievant, Union, Director of Human Resources/EEO, President/Superintendent

*Attach previous information

APPENDIX A-4

FEATHER RIVER COLLEGE DISTRICT

EDUCATIONAL INCENTIVE REIMBURSEMENT FORM

NAME: _____

CLASS ATTENDED: _____ SEMESTER: _____

ENROLLMENT FEES PAID: \$ _____

I hereby certify that I have not received funding for enrollment fees from any other source.

Employee's Signature

Date

Please attach a copy of your Grade Report to this form and return to the Human Resource Office. (A grade of "C" or better is necessary for reimbursement.)

Approved _____

Director, Human Resources/ EEO

Date _____

APPENDIX A-5



Educational Incentive Request & Release Form

Name: _____ Date: _____
College/university attending: _____
Degree/certificate program enrolled in: _____ (attach program of study)
Only required for initial request

How does this program of study directly relate to your position:

_____.

Supervisor approval: _____ S/P approval: _____
Forward to HR for filing.

Unpaid Release Request

Unpaid release time requested: Yes No

A maximum of 3 hours a week may be used for unpaid educational incentive release.

Supervisor approval: _____
Only if unpaid release is requested

APPENDIX A-6

FEATHER RIVER COMMUNITY COLLEGE DISTRICT
REQUEST FOR DONATED LEAVE

EMPLOYEE NAME: _____ PHONE NUMBER: _____

ADDRESS: _____ SS#: _____

OTHER CONTACT: _____

REASON FOR REQUEST (State your reason(s) for requesting donated leave and attach medical verification if applicable):

Length of leave: _____ First day of leave: _____
(if known)

Last day of leave: _____ Return to duty date: _____
(if known) (if known)

I certify the above information: _____
Signature of Employee

DONATED LEAVE COMMITTEE ACTION

Approved on: _____ by: _____
Date Chairman, Donated Leave Committee

Denied on: _____ by: _____
Date Chairman, Donated Leave Committee

Reason for denial: _____

APPENDIX A-7

FEATHER RIVER COMMUNITY COLLEGE DISTRICT
OFFER TO DONATE LEAVE

EMPLOYEE'S NAME: _____

Name of Employee you wish to donate hours to: _____

Maximum number of hours*/days you wish to donate: _____

Please circle one

Type of donated hours*/days: Vacation: _____ hrs _____ days
Sick Leave: _____ hrs _____ days
Comp Time: _____ hrs _____ days

SIGNATURE OF EMPLOYEE: _____

***This Section to be completed by Human Resources
at the time leave is donated***

Number of hours*/days posted: _____ Type of hours*/days: _____ Vacation
Sick Leave
Compensatory

Leave balance as of: ____/____/____ Vacation: _____ hrs _____ days
Sick Leave: _____ hrs _____ days
Comp Time: _____ hrs _____ days

**This Section to be completed by Human Resources
at the conclusion of Donated Leave**

Number of hours*/days actually used: _____

Number of hours*/days returned to employee: _____

Leave balance as of: ____/____/____ Vacation: _____ hrs _____ days
Sick Leave: _____ hrs _____ days
Comp Time: _____ hrs _____ days

Posted to employee account by: _____ Date: _____

CC: Employee

*Please note: Exempt (non-hourly) can only donate full day (8 hr) increments

APPENDIX A-8

I certify that I will be or was absent from duty for _____ hours/days

on _____ for the following reason:

REPORT OF ABSENCE

PERSONAL NECESSITY LEAVE

*****CLASSIFIED*****

To Be Attached to B-Form

In case of Personal Necessity, a member of the unit may draw on accumulated sick leave not to exceed ten (10) days in any fiscal year for one or any combination of the following purposes:

- _____ Additional days beyond the three (3) or five (5) granted in bereavement leave.
- _____ Accident or illness involving the employee's property or person, or the person or property of a member of the immediate family, as defined in Bereavement Leave.
- _____ Appearance in any court or before any administrative tribunal as a litigant party or witness not covered in "Jury Duty Leave."
- _____ Religious holiday other than legal holiday on the board adopted calendar.
- _____ Legal affairs regarding financial transactions that cannot be handled outside of normal working hours.
- _____ Three days per fiscal year drawn on accumulated sick leave may be used for a "no tell" day where no reason need be given.
- _____ Personal business responsibilities that cannot be scheduled outside of working hours.
- _____ Parental responsibilities that cannot be scheduled outside of working hours.
- _____ Other reasons to be approved by the Director, Human Resources/EEO. (Please specify on B-Form.) This provision is not subject to the Grievance Procedure.

_____ Approved _____ Denied _____
Human Resources Director/EEO Signature

I affirm that my use of leave is consistent with the criteria listed above and contained in the agreement between FRCCD and CSEA

Signature: _____

_____ Approved _____ Denied

Supervisor's Signature

APPENDIX A-9

**Voluntary Leave/ Reduction During a Fiscal Crisis
Request/Approval Form**

Employee Name: _____

Social Security Number: _____

Position: _____

Leave Period(s) (specify specific dates, months, days, hours, etc.*): _____

Describe how critical functions/responsibilities in your area could be maintained if this leave and/or reduction request is approved:

Supervisor's comments/recommendations for maintaining service during employee 's leave/reduction.

(continued on reverse)

Employee Signature

Date

Supervisor Signature

Date

Joint Unit/Management Committee Approval

☐ Approved

☐ Not-approved

Committee Member – CSEA Unit Member

Date

Committee Member – CSEA Unit Member

Date

Committee Member – Superintendent/President's Appointee

Date

Committee Member – Superintendent/President's Appointee

Date

*Note: All voluntary Leave/Reduction periods terminate at the end of the fiscal year in which they are approved.

APPENDIX A-10

FEATHER RIVER COLLEGE CLASSIFIED PERSONNEL EVALUATION

FEATHER RIVER COMMUNITY COLLEGE CLASSIFIED PERFORMANCE EVALUATION CHAPTER 712

INTRODUCTION

The performance evaluation plays a major role in the development of employees, their productivity, and their enthusiasm to do a good job. The appraisal process provides employees with feedback, greater expectations, and effective channeling of skills and abilities tied to their long range career objectives.

The College has a commitment in providing a level of service that meets the needs of the community in which we serve. Our employees are the major link in ensuring that needs are met. The manner in which an employee performs his/her duties is a reflection on the level of service we are providing. The performance evaluation is one of the avenues in assessing with the employee his/her job expectations and to convey the importance of their roles to the success of the College. It reaffirms the strengths and weaknesses of the employee.

RATING THE QUALIFICATIONS OF THE EMPLOYEE:

Soon after a new employee comes to work, he/she should be given a copy of the "performance evaluation and development sheet" and each supervisor should explain to the employee job requirements and expectations. It is important that the expectations be specific enough so the employee will have a clear understanding of his/her responsibilities. The discussion should provide a mutual understanding between employee and supervisor of an analysis of the employee's work requirements and how to achieve those requirements at a level of satisfaction and success.

PROBATIONARY EMPLOYEE:

Performance evaluations should be completed six (6) months after the start of the employment and immediately prior to the completion of the ninth (9th) month of the probationary period. During the probationary period, meetings with the employee and the supervisor will be held to determine if the employee is meeting job requirements and to determine if additional training is required for the employee. If an employee is not performing satisfactorily, a documented plan of corrective actions addressing specific problem areas is advised.

In discussing the evaluation with the employee, supervisors should allow adequate time to assess the employee accurately and provide an environment that is confidential. The discussion should be constructive, and participatory goal setting is highly encouraged. Mutual understanding and respect is a "win-win" situation.

Management may terminate employment at any time during the probationary period, without an evaluation or extension of the probationary period.

ANNUAL RATING:

The performance evaluation should be completed annually for all employees between November 15th and January 15th.

DEFINITIONS OF RATING: Outstanding Performance – Performance on the job is definitely superior. This employee exceeds what is standard practice and on his/her own initiative provides extras in assigned responsibilities.

- Initiates and completes projects with thoroughness and timeliness with little or no supervision.
- Has exceptional knowledge and is superior in performance and proficiency.
- May work under multiple priorities and completes each project with exceptional thoroughness.
- Plans in advance and anticipates problems with appropriate solutions.
- Shows initiative in problem solving and presents new ideas and a more efficient approach to existing problems.

Above Average – Performance exceeds the standards required for the position. This employee consistently performs well above what is expected.

- Completes work that is thorough with minimum direction.
- Regularly accomplishes more than is expected.
- Is a self-starter and may take on additional assignments without neglecting regularly assigned duties.
- Has a broader perspective in relationship to assignments and works with the goals and objectives of the organization in mind.

Satisfactory – Performance on the job indicates qualifications are thoroughly satisfactory. Performance by the end of the probationary period can be expected to be at this level or above this standard.

- Have the necessary skills to perform satisfactorily at this level.
- Requires some supervision and provides a product that is on time and acceptable.
- Margin of errors are few and volume of work is satisfactory.
- The employee is consistent with the level of work he/she produces that is readily acceptable.

Fair – Performance on the job indicates that the employee is lacking the knowledge or skills to perform adequately. To reach the standard that is required to gain permanent employment, greater effort or training is needed by this employee.

- Assignments are usually completed, but improvements are needed.
- Does not always turn in assignments in a timely manner and must be reminded of deadlines and priorities.
- Though competent, is not always familiar with all phases of the job.
- Sometimes this employee allows personal feelings to interfere with the District's goals and objectives.

Unsatisfactory – Performance on the job indicates qualifications are inadequate and the employee may need special training, reassignment or rejection may be advisable.

- The employee creates internal problems with other staff members who must carry out the responsibilities that the employee is unable to fulfill.
- Employee is not at a skill level to perform the duties of the position and apparently lacks the drive to learn the duties.
- Makes repeated mistakes and seems unable to grasp the work.
- May receive outside complaints regarding employee's performance and attitudes that misrepresent the College.

EMPLOYEE DISCUSSION:

Constructive discussion with an employee regarding his/her work and progress is an essential element of good supervision. It is imperative that supervisors prepare candid appraisals. "Fluff" evaluations may not be helpful to support a subsequent adverse action against an employee who is performing poorly. Supervisors should allow employees to ask questions regarding their evaluation and expectations in successfully performing the job. The evaluation provides an opportunity to review with the employee problems relating to work, explain District objectives or plans, and to develop better supervisor/employee understanding.

EVALUATION PROCESS:

The immediate supervisor completes the evaluation. The rating shall be discussed with the employee and at the completion of the meeting, both the supervisor and the employee will sign the evaluation. An employee may write comments to the evaluation. Comments must be submitted within ten (10) days of the evaluation date and are attached to the evaluation. The employee shall be given a copy of the evaluation and the original will be retained in the employee's file.

Classified Personnel - PERFORMANCE EVALUATION AND DEVELOPMENT FORM

_____ Annual _____ Probationary _____ 6 Month _____ 9 Month

Name: _____

Evaluation period covered: _____

From: _____

Position Title: _____

Employment Date: _____

Department/Area: _____

Conference with employee held on: _____

Appraisal made by: (Immediate Supervisor)

PERFORMANCE EVALUATION: To be based on job duties and responsibilities developed from Job Description (attached) and assignment which provide a common understanding of the job objectives.

RATING SCALE:

1. Outstanding- Superior performance; significantly exceeds job requirements.
2. Above Average- Consistently well above what is expected.
3. Satisfactory- Meets the requirements of the job. Properly trained and qualified employees are expected to meet this level.
4. Fair- Improvement needed.
5. Unsatisfactory- Not up to required standards of the job; performance unacceptable.
(Negative comments must be based on supporting observation and examples.)

Performance Factors	Performance Level					Supporting Information
	1	2	3	4	5	Observation (must comment)
1. JOB KNOWLEDGE/ SKILLS Understanding of all phases of his/her work and related matters. Knowledge and skills applied with respect to total job.						
2. QUALITY/QUANTITY OF WORK Thoroughness, neatness, accuracy, and quantity meeting accepted expectations of the position. (Acceptability of work produced.)						
Performance Factors	Performance Level					Supporting Information
	1	2	3	4	5	Observation (must comment)
3. JOB EFFORT/DEPENDABILITY						

Work output-relative to schedules, expectations- under normal conditions. (Amount of acceptable work.)						
4. ATTENDANCE/ PUNCTUALITY Supporting Information Observation (must comment)						
5. INITIATIVE/ RESOURCEFULNESS Self-starting. Suggests new ideas and better ways of doing things. Ability to grasp instructions and solve problems.						
6. COOPERATION And Support to others relative to job responsibilities. Effectiveness in working with others.						
7. SAFETY Understanding and application of safe practices- observes safety rules.						
8. PUBLIC CONTACT AND COMMUNICATIONS Courteous, honest, and tactful. Represents FRC appropriately and handles difficult situations effectively.						
9. HUMAN RELATIONS Works effectively with supervisor and co-workers.						

OVER-ALL PERFORMANCE RATING--Summarize by rating the employee against the total requirements of his/her present job: Supporting Observation: (attach extra pages as needed) (*must be substantiated by supporting observation and examples)

	Superior Performance Perform all duties in exemplary manner.
	Above Average Consistently well above what is expected.
	Satisfactory Meets the requirements of the job.
	Fair

	Generally satisfactory, but some improvement needed. (may complete improvement plan below)
	Unsatisfactory Does not fulfill requirements of the job. (shall complete improvement plan below)

Probationary Status Recommendation:

- ☐ continue probationary status
 - ☐ 6 month
 - ☐ 9 month
- ☐ reject during probation

Employee Comments: ☐ Yes ☐ Attached ☐ None

*Overall unsatisfactory evaluations shall include an improvement plan.
Overall fair evaluations may have an improvement plan attached.*

IMPROVEMENT PLAN IF APPLICABLE

Specific measurable goals/objectives:

Expected outcome:

Action required:

Time frame:

Assistance needed:

Follow up evaluation date: _____

Evaluated and discussed by:

Immediate Supervisor (signature)

Date

This evaluation/development report has been discussed with me.

Employee Signature

Date

NOTE: Signature of employee acknowledges only that the evaluation was discussed and that a copy has been reviewed. The signature is not necessarily an indication that the employee concurs with the contents.

APPENDIX A-11

JOB ANALYSIS REQUEST

PROCEDURE

Purpose: *The purpose of this procedure is to provide fair access to and appropriate utilization of the College's system for evaluating jobs.*

Who May Request: *An individual JOB ANALYSIS REQUEST may be requested by the employee, the union, or management.*

Frequency: *An analysis of a job may not be requested by the employee or union more frequently than once every 18 months. Management may request a study at any time, because they have the right to assign and organize work.*

STEPS

1. The initiator of the request shall complete Section I of the attached request form. If the request is initiated by the supervisor or administrator, the employee shall be provided a copy.
2. The Supervisor for the area shall complete Section II within ten working days of receipt. The Administrator for the area shall complete Section III within ten working days. If the Administrator is also the direct Supervisor, complete Section III only.
3. When the request is approved by the supervisor and the administrator, the employee shall complete the consultant's Job Description Questionnaire (JDQ), to be signed by the employee's supervisor and administrator. If a request made by an employee is denied by the supervisor or administrator, upon the request of the employee, the union negotiating team will review the request and may submit the request to the district for forwarding to the consultant. This request shall be honored and the job analysis request forwarded to the consultant with all documentation.
4. The completed JDQ shall be submitted to Human Resources who will forward the request to the designated consultant.
5. Consultant will determine if a desk audit is necessary, and conduct the audit, including discussion as necessary with the employee, supervisor and/or administrator.
6. The consultant shall make any revisions needed to the job description, and submit the revised job description to management and then the employee for review. If management and the employee cannot reach agreement on the job description content, the dispute shall be submitted to the Superintendent for resolution. The Superintendent at his/her discretion may appoint a committee to examine the facts and make a recommendation. Management retains the right to assign and organize work, and therefore final authority over the job description.
7. a) When the job description has been approved by both parties, the consultant shall conduct a point factor evaluation of the job.

- b) . The consultant shall prepare a memo summarizing the relevant facts and recommendations arising from the study, for review by management and the employee.
8. If the recommendations involve a salary change, district/union negotiations regarding implementation shall take place within an appropriate time frame.

Questions and Answers Relating to Individual Job Analysis

Before you request a job analysis, you may wish to read and consider the following information.

1. What is Job Analysis?

Job analysis is a method for systematically assessing the content and value of a job in relation to other jobs within the organization. Job analysis looks at jobs, not people. There are several methods of job analysis; for classified staff; Feather River College uses a point factor system, which is one of the most advanced and reliable methods.

In a point factor system, each job is evaluated on a number of factors by comparing the job to written level definitions. The factors considered are: required training and experience, complexity of the work, independence, fiscal authority, supervision of other employees, scope and nature of contacts with others, physical effort, and "dangerous or disagreeable" working conditions.

2. My workload (volume of work) has gone up dramatically, in fact, I would say the volume has doubled. Shouldn't my job be re-evaluated?

Workload (volume of work) is not looked at when conducting job analysis. Job analysis is concerned with the type and level of work being performed, not the amount. Doubling the workload (volume of work), if the duties are of the same type and level, would have no impact on the point factor rating. So, your job does not need re-evaluation.

3. My performance has really improved since my job was last evaluated. Can this be looked at through the job analysis study?

No. The job analysis does not consider performance factors such as quality of work, timeliness, quantity, etc., but rather is concerned with type and level of work being performed

The performance evaluation system is designed to look at performance (quality of work, timeliness, quantity, etc.) Your supervisor conducts your performance evaluation.

4. I recently finished my degree and think my job should be re-evaluated. I have higher-level qualifications now than when my job was last studied.

Individual qualifications are generally not considered in job analysis. Rather, the point factor process looks at the qualifications required by the job. An employee may have much higher qualifications than required for the job, but this does not affect the point factor ratings. An exception to this occurs if you take on significant new duties and responsibilities as a result of your new qualifications. In that case, the new duties and responsibilities would warrant a job analysis.

5. What about my budget responsibility?

If technical budget support has been added to your job since it was last evaluated, your job may warrant a review. However, technical budget support will not necessarily change your evaluation -it may be appropriate for the level at which your job is already placed.

Also, the job evaluation system differentiates budget support from budget accountability. Budget accountability refers to overall responsibility for it -making the decisions, signing off; and "having one's feet to the fire" if problems arise related to the budget. This is differentiated from providing technical support, e.g. tracking, monitoring, drafting reports, recommending budgets identifying variances etc.

FORM - REQUEST FOR JOB ANALYSIS

**SECTION I - to be completed by individual
requesting job analysis**

Name: _____

Job
Title: _____

Name of the incumbent in the position to be
studied: _____

Current
Title: _____

Reason for requesting job analysis:

_____ Substantive change I level of duties
and responsibilities

_____ Impact of technology on existing duties
and responsibilities

_____ Duties reassigned/reorganized due to
organizational restructuring

_____ Other (explain below)

Please briefly support the reason checked above,
using the space provided?

To the best of my knowledge I have accurately
completed this form:

Signature: _____
Date: _____

FORM - REQUEST FOR JOB ANALYSIS

SECTION II - to be completed by the supervisor

I ____ Agree

____ am not sure that this position warrants a job analysis.

____ disagree

I ____ do agree with the comments in Section I.

____ do not agree (if do not agree, explain below).

Other comments:

Supervisor's Signature_____

Date:_____

FORM - REQUEST FOR JOB ANALYSIS

SECTION III - to be completed by the Administrator

I _____ agree

_____ am not sure that is position warrants a job analysis.

_____ disagree

I _____ do agree with the comments in Section I.

_____ do not agree (If do not agree, explain below).

Other comments:

Administrator's Signature _____ Date _____

APPENDIX A-12

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

CSEA APPLICATION FOR SUMMER EMPLOYMENT **(Per “Summer Work” Article)**

NAME _____ For Summer, 20 _____

Summer Telephone _____

Please Check One:

- ☐ I'm interested in any summer employment that becomes available.
- ☐ I'm only interested in the following type of summer work or positions: _____

EDUCATION RECORD (Optional): if different from original FRC application.

	<u>Name of Institution</u>	<u>Course or major subject area</u>	<u>Did you Graduate?</u>
COLLEGE	_____	_____	_____
OTHER	_____	_____	_____
OTHER (Certificates, Workshops, Etc.)	_____	_____	_____
DEGREES GRANTED	_____	_____	_____

OTHER INFORMATION (Optional): additional training, experience, licenses, etc. that would assist with determining if you meet minimum qualification for any summer positions.

REFERENCES (Optional): if different from original FRC application.

<u>Name</u>	<u>Address and Telephone</u>	<u>Occupation</u>
-------------	------------------------------	-------------------

NOTE: Employee must attach a copy of their current dates of employment and daily work schedule.

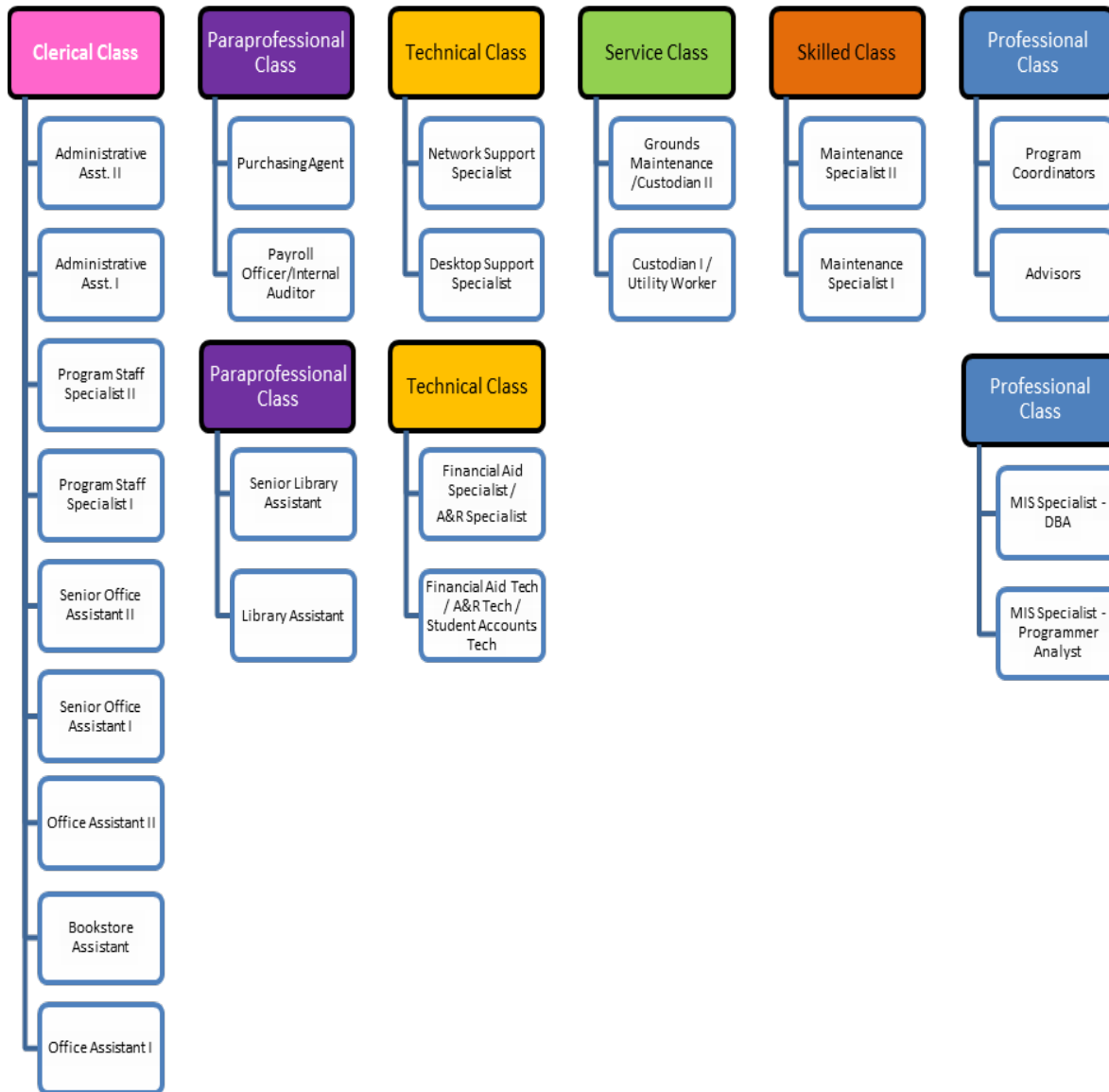
I certify that the statements made by me in this application are true and complete to the best of my knowledge.

Signature of applicant

Date

APPENDIX A-13

CSEA CLASSIFICATION BUMPING PATTERNS (2013/14)



APPENDIX A-13

The following positions are exempt from the ‘Bumping pattern’ as the position is exclusive in its job duties and does not align with other positions on campus.

Professional Class	Paraprofessional Class	Technical Class
<ul style="list-style-type: none">• Chief Accountant• Instructional Assistants	<ul style="list-style-type: none">• Instructional Services – Class Scheduling and Information Specialist	<ul style="list-style-type: none">• Assistive Technology Specialist

APPENDIX A-14
FEATHER RIVER COMMUNITY COLLEGE
LEAVE REQUEST FORM

Employee's Name: _____ Form provided on: _____

TO BE COMPLETED BY THE EMPLOYEE

You may be eligible for a leave of absence. To help us determine your eligibility and to help you understand your rights and responsibilities under the applicable laws and policies, please complete the following.

I need a Leave of Absence From _____ Through _____ For The Following Reason:

- ____ For the birth of a child, or the placement of a child for adoption or foster care
- ____ To care for my ____ spouse, ____ child, or ____ parent with a serious health condition
- ____ Because of my own serious health condition which prevents me from performing my job
- ____ Other reason, please specify: _____

Additional Requests Related To My Need For A Leave of Absence:

- ____ I would like to explore the possibility of continuing to work in modified duty instead of taking a leave of absence
- ____ Other, describe: _____

I Can Be Reached At The Following Address and Phone Number During My Leave:

Employee Acknowledgement:

I certify that my need for leave, as stated above, is accurate and truthful to the best of my knowledge. I have read, understand, and agree to the conditions as stated on this form and in my Employee Contract/ Agreement. I will inform Feather River Community College of any changes in my status or need for a leave of absence. I acknowledge the receipt of the Department of Labor Fact Sheet.

Employee's Signature: _____ **Date:** _____

TO BE COMPLETED BY FEATHER RIVER COMMUNITY COLLEGE

____ **Leave is APPROVED Under the Following Conditions:**

When an employee needs a leave of absence because of their own serious health condition (or that of a spouse, parent, or child), medical certification verifying the need for leave must be received within 15 days from the date of request. The approval of leave is tentative until medical certification is received confirming eligibility for a leave of absence.

An approved leave of absence will count against the employee's leave entitlement under the applicable laws and policies:

- | | |
|--------------------------------------|---|
| -Family & Medical Leave Act | -California's Workers' Compensation Law |
| -California Family Rights Act | -Feather River College's Leave Policy |
| -California Pregnancy Disability Act | |

Other Conditions/ Comments:

____ **Leave is DENIED Because:**

HR Director/ Authorized Representative: _____ **Date:** _____