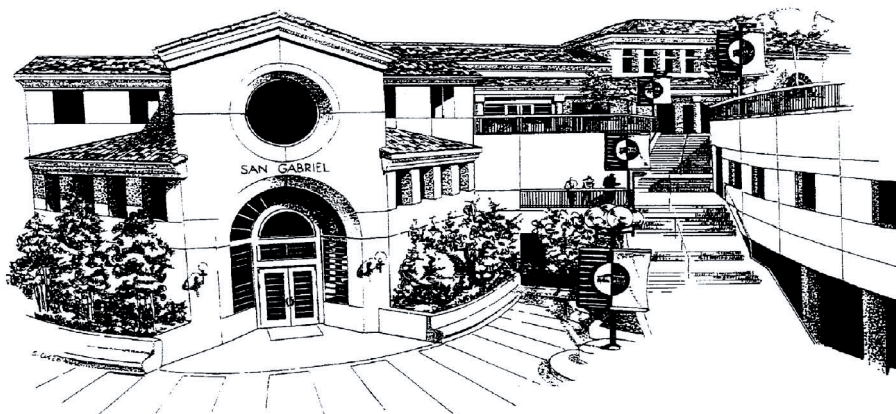


COLLECTIVE BARGAINING AGREEMENT



GLENDALE COMMUNITY COLLEGE DISTRICT
and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
GLENDALE COMMUNITY COLLEGE CHAPTER #76

As of July 1, 2018, through June 30, 2021

Updated as of May 21, 2021

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ARTICLE I - AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of May 2021 by and between the GLENDALE COMMUNITY COLLEGE DISTRICT, hereinafter designated as the "District" and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its GLENDALE COMMUNITY COLLEGE CHAPTER #76, hereinafter designated as the "Association," and constitutes the sole Agreement between the parties.

SECTION 1. Purpose of Agreement - The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences and establish wages, hours of employment, and other terms and conditions of employment as defined in Chapter 10.7, Section 3543.2 of Division 4 of Title 1 of the Government Code of the State of California.

SECTION 2. Force and Effect - Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect. In the event of such invalidation, at the request of either party, the parties agree to meet and negotiate within thirty (30) days following the final effective date of the invalidation to attempt to arrive at a mutually satisfactory resolution of the matter.

SECTION 3. Definitions

- A. The use of the word "day(s)," unless otherwise specifically stated herein, shall mean a scheduled day of work.
- B. The use of the word "spouse" as used throughout this contract shall be construed to include domestic partner of the employee, unless, otherwise specifically stated.
- C. Anniversary Date: Anniversary Date is the date a bargaining unit member becomes permanent. In the event of a reorganization and/or reclassification, there is no change from the original Anniversary Date. In the event of a promotion, the bargaining unit member shall receive a new Anniversary Date upon becoming permanent.
- D. Grievance: See Article VI. Section 1.
- E. Hire Date: The date a bargaining unit member first served as an employee of the College.

F. PERB is the Public Employment Relations Board.

G. Meet and Confer: Make a reasonable and good faith effort to reach a resolution of the issue(s) before District action is taken through timely sharing of appropriate information, explanation of rationale for proposed action, and identification of points of conflict.

SECTION 4. Understanding and Agreements - The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE II – RECOGNITION

SECTION 1. Exclusive Representation - The District hereby recognizes the Association as the exclusive representative of the classified employees specified herein:

INCLUDED: All positions which belong to the classified service as defined in California Education Code sections §88001 through §88005, and listed in Appendix “C” of this Agreement.

EXCLUDED: Administration, management, confidential, substitute, and short-term employees.

SECTION 2. Permanent Positions - All newly created permanent positions except those specified in Section 1 shall be assigned to the bargaining unit.

- A. Permanent employees are employees who have completed the initial probationary period, and includes all the incidents of such classification.
- B. Regular employees refer to classified employees who have probationary or permanent status.

SECTION 3. Employees Excluded from Classified Service

- A. **Confidential Employees** - Confidential employees are defined by Government Code section 3540.1 (c). No new confidential positions will be approved without prior consultation with the representatives of CSEA.
- B. **Substitute Employees** - Substitute employees are employed to replace classified employees who are temporarily absent from duty or to fill vacant positions while the District is engaged in a procedure to hire permanent employees to fill such vacant positions.
 - 1. Any substitute employee shall become permanent after one hundred ninety five (195) working days including holidays, sick leave, vacation, and other leaves of absences irrespective of number of hours worked per day. Substitute employees may not exceed 900 hours per fiscal year.
 - 2. If the District elects to use a substitute in a vacant position:
 - a. The District shall be engaged in filling that position(s) on a permanent basis.
 - b. Substitute employees shall not work more than sixty (60) calendar days in a vacant position. Authorization to exceed (60) calendar days shall be discussed with the CSEA on a case-by-case basis.

C. Short Term Employees – A short-term employee is any person who is employed to perform a service for the District upon the completion of which the service required or similar services will not be extended or needed on a continuing basis and shall not exceed 195 working days including holidays, sick leave, vacation, and other leaves of absences irrespective of number of hours worked per day. Short-term employees may not exceed nine hundred (900) hours in a fiscal year.

SECTION 4. Communications - All notices and communications required by this Agreement shall be in writing and shall be deemed given if delivered personally or mailed by certified mail, return receipt requested, to the parties at the following addresses, or at such other address for a party as shall be specified by notice given pursuant hereto:

To the Association: California School Employee's Association
Glendale Community College Chapter #76
1500 North Verdugo Road
Glendale, CA 91208

To the District: Superintendent/President
Glendale Community College District
1500 North Verdugo Road
Glendale, CA 91208

SECTION 5. Professional Expert – A professional expert is used for the temporary employment of a person in conjunction with a specific, limited term project requiring professional knowledge, skill, or technical expertise.

The District agrees that it will not employ a professional expert to perform work that has been customarily and routinely performed by employees in the bargaining unit.

CSEA will be provided details of the specific project, an estimate of length of assignment and individual qualifications of the proposed expert in their specific field, at least five (5) working days prior to presentation and approval by the Board of Trustees.

ARTICLE III - RETAINED RIGHTS

SECTION 1. District Rights - It is agreed that all matters not mentioned as within the scope of negotiations in Section 3543.2 of the Government Code of the State of California, or not limited by the provisions of other Articles of this Agreement or not limited by statutory rights of unit members, are reserved to the District. Such reserved rights include, but are not limited to, the exclusive right to: Determine the management organization and operational structure of the District; determine the financial structure of the District and all budgetary matters, including but not limited to all sources and amounts of financial support and income, and all budgetary allocations, reserves and expenditures; determine the number, type and location of all District-owned or controlled properties, grounds, facilities, and other improvements, including the acquisition, disposal and utilization of same and the work, service and activity functions assigned to each of such properties; determine the kinds, levels and standards of any services to be provided to the public or to be provided to employees in support of services to the public, and the methods and means of providing such services; determine the subcontracting of services and functions, except where such subcontracting would result in reduction in the number of employees subject to this Agreement; determine the educational policies, objectives, goals, programs, support services, curriculum, course content, textbooks, equipment and supplies, and all rules, policies, and practices regarding such matters; select, classify, direct, utilize, promote, demote, discipline, layoff, terminate and retire any personnel of the District; assign employees to any location, and also to any facilities, classrooms, activities, academic subject matters, departments and grade levels; determine staffing patterns, including but not limited to the determination of whether, when and where there is a job opening; determine the job classifications and the content and qualifications thereof; determine the duties and standards of performance for all employees; determine the times and hours of operation of District facilities, functions and activities; determine safety and security rules and measures for all personnel and students of the District; and determine the rules, regulations, policies, and practices for all employees, students and the public.

It is understood that the right to "determine" as used herein includes the right to establish, modify, and discontinue, in whole or in part, temporarily or permanently, any of the above matters.

SECTION 2. Limitations - The above-mentioned rights of the District are listed by way of example rather than limitation, and the provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

SECTION 3. Association Rights - It is not the intention of the parties in setting forth the above-mentioned rights of the District to detract or diminish in any way the rights of the Association or unit members as set forth elsewhere in this Agreement, or in Statutes or Constitutions; however, the Association's statutory right to negotiate during the term of this Agreement shall be as indicated in this Agreement. If there is a direct conflict between the rights set forth in this Article and the provisions of another Article of this Agreement, the language of the latter shall prevail.

SECTION 4. Dispute Regarding Rights - Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above, or any other rights of the District not limited by other provisions of this Agreement, is not subject to the grievance and arbitration provisions as set forth in Article VI, unless the grievance in question is an allegation that the District has violated a provision of some other Article of this Agreement, which Article is itself subject to arbitration.

ARTICLE IV - ORGANIZATIONAL RIGHTS

- SECTION 1. Right to Visit Facilities** - The designated Labor Representative and the Chapter President shall have the right to visit the facilities of the District where bargaining unit employees are assigned in connection with the administration of this Agreement. The Association representative must secure permission from the site administrator or his/her designated representative to visit employees in the facility, provided such visits do not interfere with the orderly business of the District, and are made before or after the employee's normal working hours, and during scheduled breaks and lunch period.
- SECTION 2. Communication with Unit Employees** - The Association may use the District mail service and designated bulletin boards for the purpose of communicating with bargaining unit employees. Designated representatives may deposit materials in unit members' mailboxes. All such communications shall bear the date of distribution and the name of a responsible officer of the Association, with a copy provided the site administrator and a copy forwarded to the Office of the Superintendent/President at the time of posting or distribution. All bargaining unit members shall have access to an individual e-mail account.
- SECTION 3. Conducting Meetings** - Upon prior approval of the designated site administrator, the Association shall have the right to utilize individual site facilities for the conduct of meetings with employees of that specific facility. Requests to utilize District facilities for the conduct of meetings with District employees from more than one (1) location shall be approved subject to prior requests for the utilization of such facilities by groups entitled to their use. Such meetings shall in no way conflict with the work of District employees nor with school programs or activities.
- SECTION 4. List of Members** - The District shall provide the Association with a list of bargaining unit employees, their date of hire with the District, classification and primary job site within thirty (30) days following the signing of this Agreement and each November 1 thereafter.
- SECTION 5. Board of Trustees Agendas** - The District shall make available to the Association President, by District mail, a copy of the Board of Trustees Agenda and such detailed supporting materials as are available on the day prior to regularly scheduled Board of Trustees meetings, unless unforeseen circumstances occur.
- SECTION 6. Released Time for Association Business**
- A.** The District will allow release time with pay for attendance at the CSEA Annual Conference on the basis of two (2) delegates for the first one

hundred fifty (150) members and one (1) additional delegate for each additional one hundred (100) members or fraction thereof within Glendale Community College, Chapter 76.

- B.** Members designated by the Association to attend said Conference shall, not less than thirty (30) days prior to date of Conference, submit their names to the District. The District will, in turn, not later than fifteen (15) days after receipt of said request, approve the names that have been submitted or notify the Association to select an alternate, such alternate's name to be submitted to the District no later than five (5) days prior to the Annual Conference.
- C.** Officers of CSEA Chapter 76, Site Representatives and Job Stewards shall have release time available for the performance of their duties. Sixty-six (66) hours (1.65 FTE) per week shall be available for use for release time for union activities. The Chapter President and Chief Negotiator may have up to 20 hours each of the 66 hours of release time per week to conduct CSEA business with the remaining hours distributed as needed. Such release time shall be documented by the individual using the time and certified by the President of CSEA Chapter 76 as authorized. The time will be reviewed each year by the Administration and CSEA to evaluate if more or less time needs to be allocated in the following year (subject to negotiations). Such time shall not be required for actual negotiations (cost of such time can be reimbursed by the State of California) or for any time used as an appointed member of any College Governance Committee which is official College business.
- D.** The District may provide a substitute employee for the Chapter President and/or Chief Negotiator with mutual agreement between CSEA and the Superintendent/President. Each substitute employee may work up to 900 hours or 195 days per fiscal year, whichever comes first.
- E.** CSEA shall have release time equivalent to 500 employee hours per year, for the purpose of attending the monthly CSEA meeting. CSEA will provide a monthly report to the Associate Vice President of Human Resources listing the employees attending the monthly meeting and the remaining number of employee hours that may be used for attendance at the monthly meeting for that year. Attendance at the monthly CSEA meetings will not serve in lieu of the employee's lunch period up to the 500 hour annual limit.
- F.** Serving on shared governance committees, subcommittees, task forces, ad-hoc committees, or attendance at classified meetings referenced in Section 13 will not serve in lieu of the employee's lunch period.

SECTION 7. Right to Information - The designated Labor Representative and the Chapter President shall have the following rights in addition to the rights specifically provided in any other portion of this Agreement:

- A. To review an employee's personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.
- B. To receive two (2) copies of the Preliminary and Adopted Budgets of the District as soon as available.
- C. To request and receive a seniority list of all employees in the Bargaining Unit at least twice a year.
- D. Monthly list of student workers employed by the college. The list shall contain the following information:
 - 1. Names of student workers;
 - 2. Number of total student worker hours worked per month per Division;
 - 3. Division assigned as follows:
 - a. Superintendent / President
 - b. Student Services
 - c. Administrative Services
 - d. Instructional Services
- E. Monthly list of hourly workers employed by the college who are non-represented classified employees. This list shall include the following information:
 - 1. Name of hourly employee;
 - 2. Number of hours worked per month;
 - 3. Office(s) assigned for hours worked;
 - 4. Number of cumulative hours worked in the current fiscal year.
- F. Annual written report of the name and title of each bargaining unit member's immediate supervisor as well as the appropriate organizational line of authority from that immediate supervisor to the College President. Report shall be provided to the Association by September 30 of each year. Any changes in immediate supervisors shall be reported to the Association no more than 15 calendar days after such a change occurs.
- G. The District and Association agree that the informational lists defined in 7.D, 7.E, and 7.F above are exempt from the grievance procedure.

SECTION 8.

Work Site Representative - The District agrees to recognize a Work Site Representative designated by the Association at each work site. Such representatives shall be chosen from among the regular employees at such work site.

- A. The Association shall notify the District in writing of the name of each Work Site Representative within fifteen (15) days after the effective date

of this Agreement. If a change is made in the designee, the District shall be advised in writing, within five (5) days, of such change.

- B. The Work Site Representative may consult with employees in their respective work site on matters concerning this Agreement, provided such consultation does not interfere with the orderly business of the Work Site, and is held before or after the employees' normal working hours, and during scheduled breaks and lunch period.

SECTION 9. Consultation Procedures - The following procedures will be followed in the Consultation Process with CSEA:

- A. Committees: CSEA shall have the right to appoint an employee to serve as a CSEA representative on all College Governance Committees. When a second classified representative is to be appointed to governance structure committees, such appointment will be made by CSEA after consultation with the Superintendent/President and his representatives.
- B. Budget Development: Attendance by CSEA representative(s) shall be permitted when department heads, deans, division chairs or others with budget responsibility make their initial budget presentation to the Superintendent/President, when budget review hearings are conducted by the Superintendent/President and at comparable presentations or hearings. The foregoing notwithstanding, meetings between the Vice President, Administrative Services, and the Superintendent/President are excluded, as are administrative retreats and Superintendent/President's Cabinet meetings.
- C. Administrative Consultation: In any situation where there is a proposed Board policy change which has not been the subject of prior consultation with CSEA, or which has not been the subject of consideration by one of the committees which has a CSEA appointed member, CSEA shall have the right, upon request, to meet and consult with Administration prior to final adoption. At least two (2) weeks shall be allowed for such consultation, except in emergency situations. It is understood that appearance of such matter on a Board of Trustees Agenda shall constitute notice to CSEA.
- D. District material, which is relevant to negotiations, including financial information from the Chancellor's Office, or any other relevant material shall be provided to the CSEA representative who is chairman of the negotiating team.

SECTION 10. Representation at Board of Trustees Meetings - CSEA shall have the right to appear and make a presentation at Board of Trustees meetings under the "Special Presentations" agenda item, provided that notice of such intention is given to the District early enough to appear on the printed agenda. In addition, the CSEA shall be entitled to representation at all regular Board of Trustees meetings and a representative shall be seated at

the resource table.

SECTION 11. Shared Governance - CSEA's participation in committees established pursuant to AB1725 (shared governance) shall not be construed as a waiver of CSEA's collective bargaining rights when agenda items relate to issues within the scope of bargaining as determined by Section 3543.2 (a) of the Government Code of the State of California.

SECTION 12. Right to Withdraw - Every employee in the bargaining unit, who is a member, shall have the right to withdraw their membership and become a service fee payer within a window period of thirty (30) days prior to the expiration of this Agreement, by the process of sending a letter to the Office of Human Resources stating their objection to further supporting CSEA. It shall be the sole obligation of the employee to comply with this section without either the District or CSEA encouraging or discouraging such action.

SECTION 13. Classified Meetings - The District would serve as primary host for two (2) classified meetings per semester. Both parties will agree to the date, time, and agenda for these meetings. The content of the meetings may include professional development, updates and information from administration, faculty, and staff on current college news relevant to staff.

The District will allow as many employees to attend the meeting as possible while maintaining district services.

SECTION 14. Committees – Upon appointment of classified employees, the CSEA Executive Board will inform the employee's supervisor of their participation on committees. For the purposes of this section, "committee" includes, but is not limited to, governance committees, subcommittees, task forces, and ad-hoc committees.

When the operational needs of a department are impacted because of the number of committees an employee is serving on, the manager will attempt to resolve the issue with the employee. If the issue is not resolved, the District and CSEA will meet to seek resolution.

SECTION 15. New Employee Orientation- The passage of Assembly Bill 119 has added sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code Section 6254.3, creating new legal requirements around notice of new hires, exclusive representative access to orientation sessions, and provision of contact information for new and current employees.

A. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. The right to access new employee orientation is limited to bargaining unit employees represented by the Association.

B. The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via electronic mail on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

- a. First Name;
- b. Middle initial;
- c. Last name;
- d. Suffix (e.g. Jr., III)
- e. Job Title;
- f. Department;
- g. Primary worksite name;
- h. Work telephone number;
- i. Work Extension;
- j. Home Street address , incl. apartment #, (when available)
- k. City
- l. State
- m. ZIP Code (5 or 9 digits)
- n. Home telephone number (10 digits); (when available)
- o. Personal cellular telephone number (10 digits); (when available)
- p. Personal email address of the employee; (when available)
- q. Last four numbers of the social security number;

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. In the event no one is hired in any particular month, the District shall provide information via the district maintained shared drive electronic mail to CSEA confirming they did not hire any new employees that month.

C. Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of, January, May, and September. The information will be provided to CSEA via electronic mail. This contact information shall also include the following information, with each field listed in its own column:

- a. First Name;
- b. Middle initial;
- c. Last name;
- d. Suffix (e.g. Jr., III)
- e. Job Title;
- f. Department;
- g. Primary worksite name;
- h. Work telephone number;

- i. Work Extension;
- j. Home Street address , incl. apartment #, (when available)
- k. City
- l. State
- m. ZIP Code (5 or 9 digits)
- n. Home telephone number (10 digits); (when available)
- o. Personal cellular telephone number (10 digits); (when available)
- p. Personal email address of the employee; (when available)
- q. Last four numbers of the social security number;

- D.** “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. This shall include one-on-one meetings with human resources representatives or any group orientations initiated by the District.
- E.** The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.
- a.** CSEA shall have up to one (1) hour of paid release time for each of the two (2) CSEA representatives, including the Chapter President or designee, to conduct an orientation session. This release time will not count towards the release time that is allotted in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- F.** District property will be made available for the CSEA orientation session, during the workday of the employee(s), who shall be on paid time.
- G.** Savings Clause: The savings clause shall be subject to the force and effect provisions of Article I, Section 2 in the Collective Bargaining Agreement.

- H.** Any alleged violation, misinterpretation, or misapplication of the terms of this section shall be subject to the grievance provisions of Article 6 in the Collective Bargaining Agreement, except as follows:
- a.** Grievant” shall only include CSEA and its Glendale Community College Chapter 76.
 - b.** “Grievance” shall include violations of this section, but no other issues outside this section or the Collective Bargaining Agreement.
 - c.** The Grievance shall precede directly to Step 3 for a resolution.

ARTICLE V - ORGANIZATIONAL SECURITY

- SECTION 1. Mutual Intention** - It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting CSEA's right to require that every bargaining unit employee pay membership dues.
- SECTION 2. Right to Dues/Service Fees** - CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District. CSEA shall provide the District with a current schedule of its authorized dues. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.
- A.** In accordance with the CSEA dues schedule, the District shall deduct dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement.
 - B.** In accordance with the CSEA dues schedule, the District shall deduct dues from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA.
 - C.** Any member requesting revocation of membership dues shall notify CSEA. CSEA shall immediately notify the District if any member of the bargaining unit revokes a dues authorization.
 - D.** Employees being reinstated from a layoff or exercising re-employment rights will be considered a current employee, if they had been laid off prior to the effective date of this Agreement.
- SECTION 3. Transmittal of Dues** - The District shall, without charge, pay to CSEA within 15 days the sum of deductions.
- A.** Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA with an alphabetical listing of all employees in the bargaining unit, identifying them by name, the last four digits of their social security number, months per year in paid status, annual salary, and amount deducted, if any.
- SECTION 4. Hold Harmless Provision** - The District shall not be liable to CSEA by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. CSEA agrees that it shall pay reasonable attorney fees, indemnify and hold harmless the District, its officers, employees, and agents against any and all claims, demands, actions, or proceedings for any liability arising from compliance with this Article, or, in reliance on any list,

notice, certification, or authorization furnished under this Article. CSEA, in addition, agrees it shall refund to the District any sums paid to it in error.

ARTICLE VI - GRIEVANCE PROCEDURES

SECTION 1. Definitions

- A. A "grievance" is defined as an allegation by an employee covered hereby that the District has violated a specific provision of this Agreement and that by reason of such alleged violation, his/her rights have been adversely affected.
- B. A "grievant" may be an employee or group of employees making a claim that their rights have been violated. Nothing shall preclude CSEA Chapter 76 from filing a grievance on behalf of any individual or group of employees.
- C. The "immediate supervisor" is the management designee having immediate jurisdiction over the grievant, who has been designated by the District to process grievances in Step 1.
- D. The "next higher level supervisor" is the management designee who has been designated by the District to process grievances in Step 2.

SECTION 2. Processing a Grievance - A grievance shall be processed in the following manner:

- Step 1:** The best resolution of a grievance is at the lowest possible level. Therefore, not later than thirty (30) days following the incident which prompted the grievance allegation, the grievant shall first discuss his/her complaint with his/her immediate supervisor in an effort to resolve the problem through discussions and informal means. The immediate supervisor will give his/her oral answer to the employee not later than ten (10) days after the discussion and the giving of such answer will terminate Step 1.
- Step 2:** If the grievance is not settled in Step 1 and the grievant decides to pursue the matter further, the grievance shall be reduced to writing by the employee, fully stating the facts of the grievance and detailing the specific provisions of this Agreement alleged to have been violated, remedy sought, signed and dated by the employee and presented to the next higher level supervisor within ten (10) days after termination of Step 1. A meeting between the employee and the next higher level supervisor will occur within ten (10) days to review and discuss the grievance. Both parties may have one (1) additional representative present. The decision by the next higher level supervisor shall be rendered in writing, not later than ten (10) days after the meeting, and the rendering of such decision will terminate Step 2.
- Step 3:** If a grievance is not settled in Step 2, and the grievant decides to pursue the matter further, the grievance shall be submitted to the Superintendent/President or his/her designee within ten (10) days

from the receipt of the District's answer in Step 2. A meeting between the grievant, his/her representative, and the Superintendent/President and/or his/her designee will occur within fifteen (15) days to review and discuss the grievance. The decision by the Superintendent/President or his/her designee shall be rendered in writing to the grievant and the Association President, no later than ten (10) days after the meeting, and the rendering of such decision will terminate Step 3.

Step 4: If a grievance is not settled in Step 3, and the grievant decides to pursue the matter further, the grievance shall be submitted to arbitration, but only if the Association representative gives written notice to the District of the decision to arbitrate the grievance within ten (10) days after receipt of the decision of the District in Step 3 of the grievance procedure. The provisions of Article II -Recognition, the Retained Rights set forth in Article III and hereby incorporated by reference herein; and the provisions of Article XXV - Concerted Activities, are specifically excluded from arbitration under the provisions of this Article.

As soon as possible and in any event not later than ten (10) days after the District receives written notice of the decision to arbitrate, the Association representative shall request the California Mediation and Conciliation Service to submit a panel of five (5) local arbitrators. The District and the grievant and/or his/her representative shall in turn strike a name from the list until only one (1) remains. The remaining name shall be accepted by both parties as the impartial arbitrator. The privilege of striking the first name shall be decided by lot.

The impartial arbitrator shall, as soon as possible thereafter, hear said grievance and render his/her decision in writing. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days after he/she has heard the case. The decision of the arbitrator will be final and binding upon the parties of this Agreement.

SECTION 3. Effects of Arbitration on Agreement - This Agreement constitutes a contract between the parties, which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him or her by the respective parties in the presence of each other.

SECTION 4. Number of Arbitrations - The arbitrator may hear and determine only one (1) grievance at a time unless the parties mutually agree otherwise.

SECTION 5. Time Line for Grievances - If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered null and void. Time limits for appeal provided in each Step shall begin the day following the day that the decision is rendered by the District. A decision rendered at any Step in the Grievance Procedure becomes final unless appealed within the time limits specified in the Agreement. Any extension of time requested by the District or the Association will be by mutual agreement. In the event that the District fails to act within the time limits allowed for responses and/or meetings, the Grievance will automatically proceed to the next step.

SECTION 6. Costs of Arbitration - All costs for the services of the arbitrator, including but not limited to, per diem expenses, his/her travel and subsistence expense, cost of any hearing room, court reporting and transcripts will be borne equally by the District and the Association.

SECTION 7. Miscellaneous

- A.** If a grievance arises from action or inaction on the part of a member of the administration at a level above that designated in Step 2 of this procedure, as determined by the Superintendent/President or his/her designee, the grievant shall submit such grievance in writing to the Superintendent/President or his/her designee and the Association directly and the processing of such grievance will commence at Step 3.
- B.** Forms for filing grievances will be prepared and distributed by the Association.
- C.** The "District Designees to Process Grievances" shall be the immediate supervisor for Step 1; the next higher level supervisor for Step 2; and the Superintendent/President or his/her designee for Step 3. Such designees may be changed at the sole discretion of the District upon written notification to the Association.
- D.** The designated representative shall inform his/her immediate supervisor twenty-four (24) hours prior to his/her requested release from duties for grievance processing, in order that an adequate substitute may be obtained, if such is necessary. Release time shall be limited solely to representing a grievant in a conference with management representatives, in Step 2 and Step 3 of the Grievance Procedure, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

The parties expressly agree that there shall be no disciplinary and/or retaliatory measures taken against any individual or group of individuals who have in good faith filed a grievance under the terms of this Article.

SECTION 8. Maintaining Records of Grievances - The above-described grievance documents shall be maintained in a grievance file separate from the personnel files of the participants. Personnel files shall not refer to grievance documents except as necessary to implement an action resulting from the grievance procedure.

ARTICLE VII - HOURS OF EMPLOYMENT

SECTION 1. Definition - The use of the word "day(s)," unless otherwise specifically stated herein, shall mean a scheduled day of work.

Traditional Workweek Schedule – Traditional workweek schedule shall be defined as a regular schedule of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This schedule may be pro-rated for permanent part-time employees.

Non-Traditional Workweek Schedule – A Non-Traditional workweek schedule shall be defined as any workweek that is not five (5) consecutive days of eight (8) hours per day for full time employees. A non-traditional workweek schedule include 4/10 and 9/80 schedules. A 4/40 work week is four days of ten (10) hours per day in one week. A 9/80 schedule is eighty (80) worked over nine (9) days in a two week consecutive week period.

SECTION 2. Length of Workday - The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each classified employee shall be assigned a fixed, regular, and ascertainable number of hours.

SECTION 3. Length of Workweek - This Article shall not restrict the extension of the traditional workday or workweek when such is necessary to carry on the business of the District, except as provided for in this Agreement.

A. In the event the District desires to establish a four (4) day, forty (40) hour workweek during the short sessions, it is agreed such a workweek may be implemented at the discretion of the District. The workday for affected classified employees will consist of a ten (10) hour day with two (2) twenty (20) minute breaks and a one-half ($\frac{1}{2}$) hour paid lunch period. This may be done provided the establishment of such workweek has the concurrence of the membership of CSEA Chapter 76. It is understood that this provision has been agreed to in accordance with provisions of the California Education Code regarding a four-consecutive-day workweek.

B. Nothing shall preclude the establishment of a non-traditional workweek with prior agreement and mutual consent of the manager and the individual employee(s), provided that:

1. Any such deviation from the traditional five (5) day, forty (40) hour work week is by advance mutual consent of the employee and management, by written agreement no less than five (5) working days prior to the start date of the altered scheduled. (see Appendix "H")
2. Adoption of a non-traditional work day or work week does not increase the work week average beyond forty (40) hours or create a split shift.

3. Adoption of a non-traditional workday or workweek does not create an overtime situation until the set hours of the non-traditional schedule are exceeded.
 4. Adopted agreements for non-traditional workweeks shall terminate at the end of the Fall and Spring semesters.
 5. When a manager believes that circumstances exist which requires a reversal to the original schedule, they shall notify the employee within ten (10) working days. If the employee and manager cannot agree to the reversal, CSEA and the District shall make a reasonable effort to resolve the issue within ten (10) days.
 6. If the District makes a District-wide determination that a non-traditional work schedule is not desirable during the Fall and Spring semesters, it shall first meet and negotiate any such determination with CSEA.
- C. Employees who work a non-traditional workweek shall revert to a traditional 40 hour workweek on weeks which contain district approved holidays (defined in Article XI) or when the employee is on jury duty.

SECTION 4. Exceeding Prescribed Limits - The District may employ persons for lesser periods of time, and may schedule employees to work in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week with prior mutual agreement between the supervisor and employee.

SECTION 5. Lunch Period

- A. Unpaid Lunch Period - Employees working five (5) or more consecutive hours per day shall receive an unpaid lunch period of not less than one-half ($\frac{1}{2}$) hour. The lunch period may be waived by mutual written agreement or employees who work six or less hours in a day.
- B. Paid Lunch Period - Employees working a nine-eighty (9/80) or four-forty (4/40) flex schedule shall receive a paid lunch period of not less than one-half ($\frac{1}{2}$) hour. These are the only employees who will receive a paid lunch period.

SECTION 6. Rest Periods – Rest periods are normally scheduled midway in each work period or by mutual agreement of the supervisor and employee.

- A. Employees shall receive one (1) paid fifteen (15) minute rest period for each four (4) consecutive hour period worked, at a time approved by the immediate supervisor.
- B. Employees working a 4/40 workweek shall receive one (1) paid twenty (20) minute rest period for each five (5) consecutive hour period worked at a time approved by the intermediate supervisor.

SECTION 7. Flex Day Assignments - Nine (9) month and ten (10) month employees shall not normally be scheduled to work during the winter and spring student recess periods. Nine (9) month and ten (10) month employees involved in instructional assignments shall work on assigned "Flex Days." (as defined per the academic calendar).

SECTION 8. Payment of Overtime - Any employee on a traditional workweek who works overtime shall be paid for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week at a rate of one and one-half (1½) times his/her basic hourly rate of pay, or compensatory time off at a rate equal to one and one-half (1½) times the actual time worked at the sole discretion of the District. Forty hour per week employees working a non-traditional workweek will receive overtime for hours worked in excess of the non-traditional schedule.

A. Approved compensatory time must be taken within ninety (90) days from the time the work was performed, or, if not taken during this time, the employee will receive monetary reimbursement at the overtime rate. (see Appendix "J")

B. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double overtime payments.

C. All overtime work must have prior approval of the immediate supervisor. (see Appendix "J")

D. If it is determined by the District that overtime is necessary, it is understood and agreed that employees shall work overtime as required. Such overtime shall be distributed and rotated on a seniority basis as equally as is practicable among the employees in the affected classification, within each department, at each work site.

SECTION 9. Assignments in Addition to Regular Work Schedule - Any employee assigned to work on a day when the employee is not normally scheduled to work, or any employee called back to work after completion of his/her regular assignment, but not consecutive with such assignment, shall be compensated for a minimum of three (3) hours of work at the employee's applicable rate of pay. Employees who are called to work during non-scheduled work hours will be compensated for a minimum of one (1) hour if that work can be completed remotely.

SECTION 10. Increased Work Days - Any employee who works a minimum of thirty (30) minutes per day in excess of his/her basic part time assignment, as directed by the immediate supervisor, for a period of forty-five (45) nonconsecutive working days in a three (3) month period, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

SECTION 11. Restroom/Lunch Facilities - The District shall make available in each work location restroom and lavatory facilities for the employees' use, and where feasible within the existing building structure, an employee rest area shall be provided for use during lunch period and breaks and shall be of sufficient size to accommodate the classified staff.

SECTION 12. Additional Work Assignments - Any permanent employee who is regularly assigned to a unit and who is also assigned similar level on an hourly basis during days in unpaid service, shall be compensated at his/her current rate of pay, and shall accrue benefits, including holiday pay, vacation, and sick leave. This section shall also apply for work performed on all non-calendar workdays scheduled in the employee's regular assignment.

This assignment is not intended to increase the number of months of the employee's assignment.

SECTION 13. Conference Attendance - An employee's absence due to proposed attendance at a District-authorized conference or seminar, and estimated expenses for attendance thereof on a District form, shall require prior approval by the Board of Trustees to attend such conference which is directly related to his/her assigned duties. In the event such conference is approved, the actual reasonable expenses of the employee only, not to exceed the approved initial estimated expenses, shall be reimbursed by the District.

SECTION 14. Changes of Work Schedule – Any changes to the work schedule for unit members shall be mutually agreed to within (10) working days prior to implementation. If the employee and manager cannot agree to the change, CSEA and the District shall make a reasonable effort to resolve the issue within ten (10) days.

ARTICLE VIII - WAGES

SECTION 1. Basic Rate of Pay - The basic rate of pay for each position in the bargaining unit shall be in accordance with the rates established in Appendix "B1", which is attached hereto and incorporated by reference as a part of this Agreement. The regular rate of pay shall include any shift differential required to be paid under this Agreement. The salary schedule shall be effective July 1, of each year, regardless of the effective date of the Contract.

In the event that any other bargaining unit of the District receive a salary increase and/or other compensation (i.e. on- or off- schedule improvement, improved health and welfare, retirement incentive, bonus, etc.), the Association and the District will meet and negotiate in good faith to provide parity.

SECTION 2. Salary Placement

- A. Initial Salary Placement:** New employees may be initially placed beyond the first step, to a maximum of Step 3, of the salary schedule. Step placement at Step 2 is based on at least three (3) years of related education and/or paid work experience in addition to that needed to meet the minimum requirements for the position. The equivalent of twenty-four (24) semester units of related course work will equal one (1) year of work experience. (Transcripts must be submitted.) Related work experience will be counted on a year-for-year full-time equivalent basis. Step placement at Step 3 will be based on an additional two (2) years of related education and/or paid work experience above the experience required for Step 2 placement.
- B.** The new employee shall request their initial salary placement be reviewed by submitting a written "Classified Initial Salary Placement Request" (Appendix M) to the Vice President of Human Resources or designee within thirty (30) days of the start date. This form shall also be provided to all new employees at the time of hire. The request shall state the reasons that the candidate believes he/she should be placed above Step 1 of the salary range; specifically, outlining the training and/or experience beyond the minimum requirements for the position. Evidence of such advanced placement and the justification in each instance shall be made available to CSEA upon request from the CSEA Chapter President or designee.
- C. Promotional Salary Placement:** A regular employee who receives a promotion to a higher classification shall be placed on the step of the salary range that is 5% or more above the employee's current range and step, including the Professional Growth stipend (as applicable). Longevity pay is not included in the determination of this step. Once this promotional step placement is determined, all longevity pay will then be applied to calculate the employee's monthly compensation.

An employee who believes that he/she should be placed above Step 1 shall request a review of the promotional salary placement by submitting the "Classified Initial Salary Placement Request" Form (Appendix M) to the Vice President of Human Resources or designee within thirty (30) days of the start date. Step placement shall be based on the following:

1. Step placement at Step 2 is based on at least three (3) years of related education and/or paid work experience in addition to that needed to meet the minimum requirements for the position. The equivalent of twenty-four (24) semester units of related course work will equal one (1) year of work experience. (Transcripts must be submitted.) Related work experience will be counted on a year-for-year, full-time equivalent basis.
2. Step placement at Step 3 will be based on an additional two (2) years of related education and/or paid work experience above the experience required for Step 2 placement.

SECTION 3. Salary Advancement - Employees shall be advanced by step on the Salary Schedule in accordance with the following provisions:

- A. Employees placed on Step 1 of a range will advance to Step 2 on the first (1st) of the month following completion of the probationary period.
- B. Advancement beyond Step 2 of a range will be at one (1) year intervals.
- C. An employee who is hired at a rate above the first step will receive his/her first increment advancement after one (1) year of service.
- D. Advancement in step in a salary range shall be based upon the employee receiving a level of performance above "unsatisfactory" on his/her last performance evaluation.
- E. An employee returning from a leave of absence on unpaid status will resume his/her step placement and advancement on the range as if the leave had not been taken, but such leave time will not be counted for step advancement purposes.

SECTION 4. Salary Reallocation

- A. Reallocation is the movement of a single incumbent position or an entire class from one salary schedule or hourly rate to another salary schedule or hourly rate on the basis of either internal or external alignment. A salary reallocation is not based on additional duties or responsibilities.
- B. The District and Association agree to the following dollar amounts to be spent in each fiscal year for salary reallocation:

For each year of this Agreement the amount for salary reallocation shall be equal to \$50,000.

If the amount noted above is not fully encumbered in any given year, the excess amount will be rolled over to the next year. The District agrees to provide the Association with an annual accounting of the Reallocation Fund no later than September 1 of each year for the previous fiscal year. In the event that the Reallocation Fund balance is more than \$150,000 at the end of the fiscal year, the allocation for the upcoming year shall be reduced so as to not exceed a cap of \$150,000 per fiscal year.

- C. Employees shall request salary reallocation by submitting the request to the CSEA Chapter President between January 1, and April 15 of each year. By submitting a request, the employee is certifying that the current job description is accurate.

Classifications shall be limited to salary reallocation review once every three (3) years from the date of original request.

CSEA shall select a maximum of five (5) classifications for reallocation and shall forward the list to the Office of Human Resources by June 15. The District may select one (1) classification for reallocation by June 15. Upon receipt of the list of requests for reallocation, the Office of Human Resources shall submit a tentative schedule for completion.

- D. The Office of Human Resources shall conduct a salary survey of the agreed on classifications. The list of schools to be surveyed will be used for the duration of the contract, see Appendix G.

1. The salary survey will compare positions with like duties and responsibilities. In order to be considered as a valid survey, there must be at least three (3) districts with comparable positions. In the event there are less than three (3) districts with comparable positions, the District and CSEA shall discuss a broader list.
2. All salaries of comparable positions from the agreed upon districts shall be used for comparison. The first step of the salary range will be compared to the median salary, at first step, of comparable positions in the alignment process.
3. By March 15th, the Office of Human Resources shall present the findings of the survey to the CSEA Chapter President for final negotiations to commence within thirty (30) days.
4. If the results of the salary survey indicate a lower salary range, the employee shall be Y-rated. (Y-rating means that the incumbent's salary shall be frozen until the current salary matches the new salary range.) Y-rating will only be implemented when the District's salary range is more than fifteen percent (15%) higher than the

salary resulting from the external salary survey.

5. If the results of the salary survey indicate a higher salary range, employees affected by the salary reallocation shall move to the same step of the recommended salary range.

In the event a salary recommendation of a classification is ten percent (10%) or more than the District's current salary range, the salary increase shall be realized in the next two (2) years, for not less than fifty percent (50%) of the increase per year.

6. If the results of the salary survey indicate a lower or higher salary range, all applicable vacant positions within the classification(s) will be adjusted to the new salary.

SECTION 5. Working Out of Classification - A permanent employee who is assigned to temporarily perform higher level duties outside of his or her classification for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period, shall be properly compensated according to the following:

- A. A permanent employee who is assigned to perform a majority of the duties of a higher classification and those duties make up at least fifty percent (50%) of his/her time shall be compensated at the first step of the salary range for the higher classification that is at least a 5% salary increase inclusive of longevity increments.
- B. If assigned duties make up less than fifty percent (50%) of the duties of a higher classification, the District shall pay the employee equal to a 2.5% salary increase inclusive of the longevity increments.

An employee shall be compensated the higher rate of pay retroactive to the first (1) day of the duties being assigned for temporary out of classification subject to applicable federal and state laws.

The stipend amount shall not be more than what the employee would receive if he/she were promoted/reclassified to the higher classification.

- C. All requests for working out of classification shall be completed and submitted to Human Resources using the "Request for Out of Classification Compensation" form (attached as Appendix F of this Agreement). The request should be submitted to Human Resources within ninety days of the out of work classification work being assigned to the employee. Human Resources will investigate and determine proper compensation for working out of classification based upon this Section. Decisions will be communicated to the Association within five (5) days of the decision being made. The Association has the right to challenge the decision with the Vice President, Human Resources and then the Superintendent/President if it feels the duties being

performed are not within the existing classification. The decision of the Superintendent/President is final.

SECTION 6. Non-promotional Salary Changes

In the event an employee is appointed to a class with a salary range equal to or below his/her current range as a result of a voluntary or involuntary lateral change of class, voluntary or involuntary demotion, disciplinary action or layoff, such appointment shall not be considered a promotion and shall not warrant a salary increase. In such cases, placement will be at the same rate formerly earned by the employee, not to exceed the maximum of the range of the class to which he/she is appointed.

SECTION 7. Night Differential - Employees shall be entitled to night differential pay, a salary allowance in addition to the basic rate or schedule based upon hours of employment, in accordance with the following provisions:

- A. All employees whose assigned time requires them to work one half ($\frac{1}{2}$) of their shift between the hours of 5:00 p.m. and midnight shall be paid night differential pay of five percent (5%) of their base salary.
- B. All employees whose assigned time requires them to work one half ($\frac{1}{2}$) of their shift between the hours of midnight and 7:00 a.m. shall be paid night differential pay of nine percent (9%) of their base salary.
- C. Night differential pay shall be paid effective the first day that an employee is assigned to work at least one-half ($\frac{1}{2}$) of his/her shift between the hours of 5:00 p.m. to 7 a.m.

Night differential pay shall terminate effective the first day that an employee is assigned to the day shift, except that an employee temporarily (20 working days or less) assigned to the day shift shall not lose the pay differential.

- D. If an employee is assigned to work on a shift that would qualify for night differential pay less frequently than five (5) days a week, night differential pay shall be paid only for those days on which such work is done.
- E. Part-time food service employees shall be paid seventy cents (\$.70) per hour above their regular hourly rate for call-back time worked after 5:00 p.m. They shall be paid not less than one and one-half ($1\frac{1}{2}$) times their regular pay on the sixth (6th) and seventh (7th) days and, at all times on holidays they shall be paid at a rate of two and one-half ($2\frac{1}{2}$) times their regular rate of pay.

SECTION 8. Weekend Differential

All employees required to work weekends will receive a weekend day differential of seven percent (7%) for the weekend hours worked.

SECTION 9. Pay Warrants

All end-of-month regular pay warrants of employees in the bargaining unit (pay warrants payable on or before the tenth (10th) of the following month) shall be itemized to include all deductions, overtime and additional wage benefits.

If all necessary processing paperwork is complete for a new employee by the fifteenth (15th) of the month, the employee shall receive an earned salary advance on the twenty-fifth (25th) of that month. Employees who complete processing after the fifteenth (15th) shall receive their first paycheck on the tenth (10th) of the following month.

SECTION 10. Pay Days - All employees in the bargaining unit with regularly scheduled hours shall be paid twice per month, payable on or before the tenth (10th) and on or before the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday or holiday, the warrant shall be issued on the preceding workday.

SECTION 11. Errors in Pay - Any action or inaction resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a warrant to correct such error shall be issued within five (5) days after verification by the District.

- A.** Whenever it is determined that an error has been made in the calculation or reporting in any classified employee's payroll or salary, the appointing authority shall, within five (5) working days following such determination, provide the employee with a statement of the correction and a supplemental paycheck.
- B.** Any payroll or other salary errors shall be claimed retroactively by employees up to a maximum permitted by law.

In the case where an employee is incorrectly overpaid, the employee shall be notified by the District when the overpayment occurred, and provided with a proposed repayment plan. The employee shall have the opportunity to work out an alternative payment plan with the Controller or his/her designee within fifteen (15) days of notification, or within fifteen (15) days of notification by the employee to the District. The alternative repayment plan must be reasonable. As an example of a possible repayment plan, the repayment period for an employee shall not be longer than the period in which overpayment occurred, provided the amount of the monthly repayment does not exceed 10% of the full-time employee's monthly gross income. If the amount of repayment exceeds 10% of the full-time employee's monthly gross income, the Controller shall extend the repayment schedule by the time necessary to reduce the payment to the 10% threshold. An example of a possible reasonable repayment plan for a part-time employee is one that shall not be longer than three months in a six-month period of overpayment and six months for a twelve month period of overpayment.

SECTION 12. Mileage Reimbursement - Employees whose regular daily assignment requires traveling on District business, by use of personal vehicle, shall be reimbursed at the current IRS per mile rate. Such reimbursement shall be adjusted during the term of the Agreement to conform to changes in the IRS rate. Such employees shall also be reimbursed for actual parking charges.

SECTION 13. Longevity Increments
All employees, regardless of their time in any one classification shall advance the following increments from their current base schedule salary step. Longevity is determined on the employee's original permanent position date of hire adjusted for any unpaid periods of time:

After the completion of 9 years of service – 5% increment
After the completion of 14 years of service – 5% increment
After the completion of 19 years of service – 5% increment
After the completion of 24 years of service – 7% increment
*Effective July 1, 2015

SECTION 14. Bilingual Differential - If an employee is in a position where bilingual knowledge and skills are regularly required as determined by the District, the person in that position shall receive bilingual compensation. The compensation shall consist of fifty dollars (\$50) per month if written and oral communication skills are required and twenty-five dollars (\$25) per month if only oral communication skills are required. Compensation skills are based on competency as demonstrated by an examination to be given within thirty (30) days of the requirement.

SECTION 15. Payroll Deductions - The District shall, upon receipt of an employee's individually signed authorization card provided by the District, deduct from such employee's earnings the amount specified by the employee for the following: Credit Union, United Way/AID, Tax Sheltered Annuities, U.S. Savings Bonds, CSEA Group Life Insurance and a CSEA Group Income Protection, or CSEA membership dues or service fees.

ARTICLE IX - HEALTH AND WELFARE BENEFITS

SECTION 1. Eligibility for Full-Time Employees - The District will provide a health and welfare program for each regular full-time school year employee, as provided herein. The District will consider an employee working thirty (30) hours or more a week as a full-time employee for the purposes of this Article. The District will continue to pay the entire premium for eligible employees. Employees hired on the first (1st) working day of the month, regardless of their assignment, shall have all benefits and entitlements effective on the first (1st) day of the calendar month in which they were hired. Employees hired between the second (2nd) working day of the month and the last working day of the month, regardless of their assignment, shall have all benefits and entitlements effective on the first (1st) day of the calendar month following the month in which they were hired.

- A.** One (1) of three (3) health plans for employees and dependents, and domestic partners selected from:
1. Blue Shield Medical Program (PPO) Policy #961767 to include domestic partner coverage, (\$20 office visit co-pay, \$10 generic/\$15 brand/\$30 non-formulary prescription co-pay) and a premium retro plan. The Blue Shield PPO deductible s \$500 for an individual and \$1,000 for two party or family plan. The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)
 2. Blue Shield HMO Policy #H51353 to include domestic partner coverage, (\$10 office visit co-pay, \$10 generic/\$20 brand prescription co-pay), and a premium retro plan. The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)
 3. Kaiser Permanente Medical Plan - Group No. 2838-00 (\$10 office visit, \$10 generic/\$20 brand prescription co-pay.) The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)
- B.** One (1) of two (2) health plans for employees, their dependents, and domestic partners hired after June 30, 1995 who are hired to work in the Food Services Department or the Child Development Center.
1. Blue Shield HMO Policy #H51353 to include domestic partner coverage, (\$10 office visit co-pay, \$10 generic/\$20 brand prescription co-pay), and a premium retro plan. The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)

2. Kaiser Permanente Medical Plan - Group No. 2838-00 (\$10 office visit, \$10 generic/\$20 brand co-pay prescription.) The policy with its provisions shall be attached as part of the master Agreement. (Domestic Partner Coverage)
 3. Employees who become employees in the Food Services Department or the Child Development Center by reason of transfer, demotion, promotion, or reassignment are exempted from Article IX Section 1, A.
- C. A dental plan for the employee, spouse and dependents to be provided by the Delta Dental Service comparable to Plan #6527-0004. Annual dental coverage shall be one thousand two hundred dollars (\$1200) per person for a Premier Plan. Annual dental coverage shall be one thousand four hundred (\$1400) per person if the dentist is within the Delta Dental PPO Network.
- D. A vision plan for the employee and spouse or one (1) eligible dependent to be provided by Vision Service Plan comparable to Plan #903276.

A spouse or one (1) eligible dependent may be covered. Any change of a covered spouse or dependent must occur during open enrollment and must remain in effect for two (2) years.

- E. A fifty thousand dollars (\$50,000) level term group life insurance policy with A D & D, for the employee only, subject to ADEA.
- F. An Employee Assistance Program

The District shall provide access to each permanent employee and their dependents to an Employee Assistance Program (EAP). This program shall be voluntary and completely confidential. No information regarding actions with employees may be reported back to the District other than statistical data.

- G. A Health Benefits Committee with CSEA representation will review and recommend wellness activities. Recommendations shall be made annually to provide for wellness activities for all employees.

SECTION 2. Eligibility for Part-Time Employees - The District will provide a health and welfare program for each regular school year employee working part-time at least twenty (20) but less than thirty (30) hours per week, as provided herein. The District will continue to pay the entire premium for eligible employees. Employees hired on the first (1st) working day of the month, regardless of their assignment, shall have all benefits and entitlements effective on the first (1st) day of the calendar month in which they were hired. Employees hired between the second (2nd) working day of the month and the last working day of the month, regardless of their assignment, shall have all benefits and entitlements effective on the first (1st) day of the

calendar month following the month in which they were hired.

- A.** One (1) of two (2) health plans for employees hired after June 30, 1995, who are hired to work in the Food Services Department or the Child Development Center.
 - 1.** Blue Shield HMO Policy #H51353 (\$10 office visit co-pay, \$10 generic/\$20 brand prescription co-pay), and a premium retro plan.
 - 2.** Kaiser Permanente Medical Plan - Group No. 2838-00 (\$10 office visit, \$10 generic/\$20 brand prescription co-pay.)
 - 3.** Employees who become employees in the Food Services Department or the Child Development Center by reason of transfer, demotion, promotion, or reassignment are exempted from Article IX, Section 2, A.
- B.** A group health insurance for the employee only, to be selected from the plans specified in Section 1, B above.
- C.** A dental plan for the employee only, to be provided by the Delta Dental Service comparable to Plan #6527-0004. Annual dental coverage shall be one thousand two hundred dollars (\$1200) per person for a Premier Plan. Annual dental coverage shall be one thousand four hundred (\$1400) per person if the dentist is within the Delta dental PPO Network.
- D.** A vision plan for the employee to be provided by Vision Service Plan comparable to Plan #903276.
- E.** A fifty thousand dollars (\$50,000) level term group life insurance policy with A D & D, for employee only.
- F.** Employees covered under the Blue Shield HMO medical program will receive paid prescription coverage (\$10, \$20 co-pay) for employees.
- G.** An Employee Assistance Program

The District shall provide access to each permanent employee and their dependents to an Employee Assistance Program (EAP). This program shall be voluntary and completely confidential. No information regarding actions with employees may be reported back to the District other than statistical data.
- H.** A Health Benefits Committee with CSEA representation will review and recommend wellness activities. Recommendations shall be made annually to provide for wellness activities for all employees.

SECTION 3. Vision Benefits Contingency - Both parties agree that in the event a different bargaining unit is granted additional vision benefits, this bargaining unit shall receive the same benefit for the duration of the contract.

SECTION 4. Health Coverage for Domestic Partners - The District will provide health plan coverage for domestic partners of employees who work at least .75 full-time equivalent under the Blue Shield of California coverage under the following conditions:

- A.** All Blue Shield health plans participating in the District's health benefit's program will provide coverage for domestic partners and agree to the same definition of a domestic partner.
- B.** To qualify as a "domestic partner" the following conditions must exist:
 - 1. Each of the domestic partners is eighteen (18) years of age or older.
 - 2. The domestic partners share a close personal relationship and are responsible for each other's common welfare.
 - 3. The domestic partners are each other's sole domestic partner.
 - 4. The domestic partners are not married to anyone nor have had another domestic partner within the prior six (6) months.
 - 5. The domestic partners are not related by blood closer than would bar marriage in the State of California.
 - 6. The domestic partners share the same regular and permanent residence, with the current intent to continue doing so indefinitely.
 - 7. The Domestic partners are jointly financially responsible for "basic living expenses," defined as the cost of basic food, shelter, and any other expenses of a domestic partner which the partner qualified because of the domestic partnership. (Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.)
 - 8. Both domestic partners were mentally competent to consent to the contract when their domestic partnership began.
- C.** The District agrees to pay the same toward the cost of coverage for an employee with an enrolled domestic partner (or domestic partners with children) as it pays toward the cost of coverage for an employee with a spouse (or spouses with children.)
- D.** The District agrees to offer COBRA to domestic partners and to

domestic partners with children as it does for other employee dependents.

- E. Domestic partners may only be enrolled when initially eligible or at the annual open enrollment period. If a domestic partner relationship is terminated while under this coverage the employee must wait for one (1) year before another domestic partner can be covered under the District plan.
- F. An employee desiring to enroll a domestic partner in the District Health plan will complete a District form prepared for this purpose. The domestic partners by signing this agreement will accept the conditions that are set forth. (see Appendix "A1")
- G. The employee member of the domestic partner relationship agrees to provide written notice to the Employee Benefits Assistant in payroll if there is any change of circumstances in the relationship within thirty (30) days of the change by filing a Statement of Termination of Domestic Partnership in writing.
- H. All Kaiser health plans participating in the District's health benefit's program will provide coverage for domestic partners and agree to the same definition of a domestic partner. The Kaiser form will be used for this benefit and is attached to the Agreement as Appendix "A2".

SECTION 5. Cash-in-lieu of Medical Benefits

All eligible employees should have health coverage in either a District plan or a plan provided through a spouse or domestic partner who does not work for Glendale Community College District. An employee who is eligible for a District-paid health plan and is covered by another health plan through a spouse or domestic partner may voluntarily opt out of the District plan.

The employee will be paid the amount listed in the chart below for each month he/she is eligible for a District-paid health plan but is not covered.

| Number of employee opting out | Monthly incentive amount |
|-------------------------------|--------------------------|
| 8 or fewer | \$250 |
| 9 to 11 | \$400 |
| 12 to 14 | \$500 |
| 15 or more | \$550 |

To participate in this option, the employee must show proof of coverage from the other health plan and the stipends will be effective on the first working day of the subsequent month. If an employee receiving this stipend loses health coverage through his/her spouse or domestic partner, he/she will be required to be re-enrolled in one of the district's plans on the first working day of the subsequent month of the loss of coverage and stipends will end the month of termination of the other plan. To be re-enrolled on a District plan, the employee must show proof of termination from the other health coverage within 30 days of termination.

The employee shall receive the money in a stipend check in July for the period of January through June of that year and in January of the following year for the period of July through December of prior year.

The stated monthly stipend amounts are for full time employees. Stipend amounts for permanent part time employees will be prorated according to their FTE.

ARTICLE X - LEAVES OF ABSENCE

SECTION 1. Sick Leave

A. Accruals:

1. Full-time bargaining unit members shall accrue one sick leave day per month worked.
 - i. 12-month bargaining unit members shall accrue 12 days of sick leave each fiscal year.
 - ii. 11-month bargaining unit members shall accrue 11 days of sick leave each fiscal year.
 - iii. 10-month bargaining unit members shall accrue 10 days of sick leave each fiscal year.
 - iv. 9-month bargaining unit members shall accrue 9 days of sick leave each fiscal year.
2. Part-time bargaining unit members shall accrue a prorated number of sick leave days to the full-time accrual based on the percentage of the fiscal year assignment.
3. Bargaining unit member may accumulate unused sick leave without limit.
4. At the beginning of each fiscal year, the bargaining unit member's sick leave accruals shall be increased by the number of sick leave days, which they would normally earn in the ensuing fiscal year.
 - a. A bargaining unit member who is on an authorized leave of absence, with sufficient accruals to remain in paid status for the duration of the leave, shall receive their fiscal year sick leave accruals as delineated in Section 1, A. 1. above.
5. No cash payment shall be allowed for unused accumulated sick leave.
6. Employees who fail to return to work following illness or injury shall refund to the District all amounts paid for unearned sick leave.

B. Use of Sick Leave: Unless otherwise noted in this Article, sick leave is the absence of an employee because of mental or physical illness, or injury, or to obtain medical diagnosis, treatment, or preventive care.

1. A newly hired bargaining unit member may use maximum of 48 hours

of sick leave during the first six months of employment.

C. 100 Days of Sick Leave at 50% Pay: Bargaining unit members who have completed their initial probationary period shall be entitled to a maximum of 100 days of sick leave at 50% pay per fiscal year. The 100 days of sick leave at 50% pay shall not be accumulated year to year. A permanent bargaining unit member shall be eligible to use 100 days of sick leave at 50% pay when sick leave accruals referenced in Section 1. A. have been exhausted. However, a bargaining unit member may, with prior approval of their supervisor, use earned vacation prior to using-100 days of sick leave at 50% pay.

1. Bargaining unit members are not eligible for State Disability pay.

D. California Family Sick Leave: A bargaining unit member may use up to one-half of their annual allotment of sick leave to attend to the illness of a child, parent, spouse, or registered domestic partner. For purposes of Family Sick Leave, “parent” and “child” include biological, foster, adopted, step or legal guardian relationships. A “child” also includes a child of a registered domestic partner.

SECTION 2. Personal Necessity

A maximum of seven (7) full days of the bargaining unit member’s sick leave accruals may be used each fiscal year for reasons of Personal Necessity. Personal Necessity shall not be accumulated from year to year. A bargaining unit member using Personal Necessity under this Section shall notify their immediate supervisor as early as possible, indicating which of the circumstances listed below necessitates a Personal Necessity. Before or after return from Personal Necessity Leave, the bargaining unit member shall complete and submit the “Report and Request for Leave of Absence Form”, Appendix K to their immediate supervisor indicating Personal Necessity. Personal Necessity Leave shall be granted for the following purposes:

A. Death of a member of immediate family member. Also see Section 8, C.

Accident involving bargaining unit member’s person or property, or the person or property of a member of their immediate family.

Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. The bargaining unit member must return to work in cases where it is not necessary for them to be absent the entire day.

B. To bond with a child. Leave must be taken within one year of the child’s birth, adoption or foster care placement. (Also see FMLA/CFRA)

C. To care for a family member with a serious health condition. (Also see

FMLA/CFRA)

- D. Imminent danger to the home of bargaining unit member, occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the bargaining unit member cannot reasonably be expected to disregard, and which requires the attention of the bargaining unit member during their assigned hours of service.
- E. Religious holidays which occur on regular school days that are not Board-declared holidays.
- F. Any other personal necessity not identified above provided it meets all four (4) of the following conditions:
 - 1. Be serious in nature; and
 - 2. Be of such nature that it cannot reasonably be handled outside of work hours; and
 - 3. Involve circumstances which the bargaining unit member cannot reasonably be expected to disregard; and
 - 4. Require the attention of the bargaining unit member during their assigned hours of service.

The provisions of this subsection shall not be applicable in the event of any concerted activity due to a labor dispute, or in the event such absence disrupts the normal operation of the bargaining unit member's work site.

SECTION 3. Notification of Sick or Personal Necessity Leave - The bargaining unit member shall notify their supervisor of their absence within the first (1st) working hour of the first (1st) day absent, unless extenuating circumstances make notification impossible. The bargaining unit member shall provide an expected return to work date. When required by the District, the proof of impossible conditions shall be borne by the bargaining unit member.

SECTION 4. Termination and 39 Month Re-Employment List – If a bargaining unit member has exhausted all approved paid and unpaid leaves of absence and is still unable to assume the essential job functions of their position after an interactive process under the Americans with Disabilities Act has concluded, they shall be dismissed and placed on a re-employment list for thirty-nine (39) months.

SECTION 5. Industrial Accident or Illness Leave and Designation of Personal Physician - Bargaining unit members shall be eligible for Industrial Accident or Illness Leave within the following provisions.

- A. Bargaining unit member who has filed a Workers' Compensation claim and has been placed off work by a treating health care provider due to the

industrial accident or illness, shall be eligible for up to 60 work days of paid Industrial Accident or Illness Leave per fiscal year for the same accident. Allowable leave under this section shall not be accumulative from year-to-year

- B. **Personal Physician** – If a bargaining unit member wishes to be treated by a personal physician(s) or medical facility within a reasonable geographic area selected pursuant to Labor Code Section 4600, they shall notify the District in writing (see Appendix “I”), of the name and address of such personal physician(s) or medical facility.

SECTION 6. Pregnancy Disability Leave (PDL) and Education Code Section 88193

- A. **Eligibility:** Female bargaining unit members are eligible for PDL upon employment.
- B. **Leave Entitlement:** Up to four months of unpaid, job-protected PDL based on normal working days of assignment and as determined by a health care provider’s leave certification.
- C. **Reasons for Leave:** PDL may be taken for the following health care provider determined reasons:
 - 1. Disability due to pregnancy or childbirth, or
 - 2. Pregnancy-related medical condition
- D. **Types of PDL:** when medically necessary and as indicated on a health care provider’s leave certification, PDL may be taken in the following manner:
 - 1. Blocks of time
 - 2. Reduced schedule
 - 3. Intermittently
- E. **Additional Considerations:** When recommended by a health care provider or needed by the bargaining unit member, PDL may also include:
 - 1. A reasonable accommodation of medical needs related to pregnancy, childbirth, or pregnancy-related conditions; or
 - 2. Transfer to a less strenuous or hazardous position or duties if medically needed because of pregnancy; or
 - 3. Providing a reasonable amount of break time and use of a room or other location in close proximity to the bargaining unit member’s work area to express breast milk in private.
- F. **Use of Accrued Leave:** While PDL is unpaid leave, to remain in paid status, a bargaining unit member may elect to use accrued sick leave, compensatory time off, or vacation. If a bargaining unit member’s accrued sick leave has been exhausted, she may elect to use up to 100 days of sick leave at fifty (50%) percent pay pursuant to Education Code Section 88196.
- G. **Required Documentation:** 30 days prior to seeking PDL, a bargaining unit member must provide the Office of Human Resources with either:

1. The Department of Fair Employment and Housing form entitled: [Certification of Health Care Provider for Pregnancy Disability Leave, Transfer, and/or Reasonable Accommodation \(PDL\)](#), or
2. Documentation from a health care provider that contains the same information in the Department of Fair Employment and Housing Certification of Health Care Provider for Pregnancy Disability Leave, Transfer, and/or Reasonable Accommodation form.

H. Health Benefits: The District shall continue to provide health benefit coverage as though the bargaining unit member was in paid status, in accordance with Article IX, while the bargaining unit member is on PDL.

I. Concurrent Leave: PDL runs concurrently with FMLA.

J. Return to Work: a bargaining unit member shall have return to work rights to the same or comparable classification.

SECTION 7. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

A. Eligibility: Bargaining unit members must have worked for the District for one year and must work 1250 hours in the year preceding the leave need in order to qualify for FMLA/CFRA.

1. While not eligible for FMLA/CFRA, part time bargaining unit members who have worked at least one (1) year and have worked 708 hours in the year preceding the leave need, may take up to 12 workweeks of leave per fiscal year, under Section 7 based on the criteria listed B

B. Leave Entitlement: Except as otherwise noted in Section 7, bargaining unit members may take up to 12 work weeks of unpaid, job-protected FMLA/CFRA each fiscal year.

C. Reasons for Leave: FMLA/CFRA may be taken for the following reasons:

1. The bargaining unit member's own qualifying serious health condition that makes the bargaining unit member unable to perform their job;
2. To care for the bargaining unit member's spouse, child, or parent who has a qualifying serious health condition (FMLA);
3. To care for the bargaining unit member's grandparent, grandchild, sibling, or domestic partner who has a qualifying serious health condition (CFRA);
4. To bond with a child. Leave must be taken within one year of the child's birth, adoption or foster care placement;
5. Up to 26 weeks of FMLA leave in a single 12-month period to care for a servicemember with a serious injury or illness; or

6. Qualifying exigency arising out of spouse, son, daughter or parent of the bargaining unit member who is on active duty or has been notified of an impending call to active duty

D. Types of FMLA/CFRA: when medically necessary as indicated on a health care provider's leave certification, FMLA/CFRA may be taken in the following manner:

1. Blocks of time
2. Reduced schedule
3. Intermittently

E. Use of Accrued or Available Leave:

1. **Bargaining Unit Member's Own Serious Health Condition:** While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit member may elect to use accrued sick leave, compensatory time off, or vacation. If a bargaining unit member's accrued sick leave has been exhausted, they may elect to use up to 100 days of sick leave at fifty (50%) percent pay pursuant to Education Code Section 88196.
2. **Family Member's Serious Health Condition:** While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit member may elect to use up to seven (7) days of Personal Necessity, vacation, or compensatory time off.
3. **FMLA/CFRA Birth, Foster Care, or Adoption Bonding Time:** While FMLA/CFRA is unpaid leave, to remain in paid status, a bargaining unit member may elect to use up to seven (7) days of Personal Necessity, vacation, or compensatory time off. Upon exhaustion of sick leave accruals in Section 1, A, Bargaining unit members may also use 100 days of sick leave at 50% pay for up to 12 work weeks in accordance with Section 1, F and Education Code 88196.1.

F. Required Documentation: When the need for FMLA/CFRA leave is foreseeable, the bargaining unit member shall provide 30 days notice of need for leave. The bargaining unit member must provide the Office of Human Resources with the following:

1. For serious health conditions of the bargaining unit member or eligible family members, the Department of Fair Employment and Housing form entitled: [Certification of Health Care Provider](#) (FMLA/CFRA) or
2. Documentation from a health care provider that contains the same information in the Department of Fair Employment and Housing Certification of Health Care Provider
3. **Bonding Leave:** dates of bonding leave. Bonding leave must be taken in two week increments and on two separate occasions, the bargaining unit member may take bonding leave in less than two-week increments

- G. Health Benefits:** The District shall continue to provide health benefit coverage as though the bargaining unit member was in paid status, in accordance with Article IX, while the bargaining unit member is on FMLA/CFRA.
- H. Concurrent Leave:** FMLA/CFRA typically run concurrently. However, when CFRA is taken for care of a grandparent, sibling or domestic partner with qualifying a serious health condition, FMLA and CFRA do not run concurrently.
- I. Return to Work:** a bargaining unit member shall have return to work rights to the same or comparable classification.

SECTION 8. Bereavement Leave

- A.** Bargaining unit members shall be granted up to three days paid bereavement leave, or five days paid bereavement leave if out-of-state travel or one-way travel greater than 500 miles is required, on account of the death of any member of their immediate family.
- B.** Immediate Family includes: Father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchild of the bargaining unit member or of the spouse of the bargaining unit member, spouse or domestic partner, son, daughter, son-in-law, daughter-in-law, or any relative or any significant person living in the immediate household of the bargaining unit member.
- C.** The District reserves the right to request validation of the death of the family member.

SECTION 9. Jury Duty, Witness and Litigant Leave

- A. Jury Duty Leave:** A paid leave of absence for jury duty shall be granted to a bargaining unit member who receives a jury summons for potential jury service in a local or federal court. Jury duty leave shall be granted for the period of jury service. Request for jury duty leave shall be made by presenting the jury duty summons to the bargaining unit member's immediate supervisor at least one week prior to the jury duty date. If a bargaining unit member receives a jury duty fee for jury duty service, they shall return the jury duty fee compensation to the Payroll Office. If the bargaining unit member is not required to attend jury duty, they shall be required to report to work.
- B. Witness Leave:** A paid leave of absence to serve as a witness in a court case shall be granted to bargaining unit member when they have been served a subpoena to appear as a witness, not as the litigant, in a court case. The length of the witness 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. If a bargaining unit member receives a witness fee, they shall return the witness fee to the Payroll Office. A request for

witness leave shall be made by presenting the witness subpoena to their immediate supervisor. If the bargaining unit member is not required to attend court as a witness, they shall be required to report to work.

- C. **Litigant Leave:** A bargaining unit shall be granted a paid litigant leave of absence when litigation involves an action arising out of employment with District. The length of the litigant leave granted shall be for the number of days in attendance in court. If a bargaining unit member receives a litigant leave witness fee, they shall return the fee to the Payroll Office. A request for litigant leave shall be made by presenting the subpoena to their immediate supervisor. If the bargaining unit member is not required to attend court as a litigant/witness, they shall ~~will~~ be required to report to work.
- D. The jury duty and witness fees remitted to the Payroll Office in (A), (B), and (C) shall exclude transportation expenses.
- E. A bargaining unit member shall not be required to make themselves available during his/her normal scheduled hours of work on a day when serving on jury duty or appearing as a witness.

SECTION 10. Temporary Military Leave of Absence

- A. An employee shall be granted leave of absence for active duty in military service as provided in federal and state laws.
- B. A bargaining unit member who is granted temporary military leave of absence for active military duty, including scheduled reserve drill periods, shall be entitled to receive their salary or compensation for the first 30 calendar days of active duty served during the absence.

SECTION 11. Catastrophic Illness/Injury Leave - In accordance with the provisions Education Code Section 87045, Catastrophic Illness/Injury leave shall be available to all eligible employees. The purpose of this leave is to permit bargaining unit members with a catastrophic illness or injury to have sick leave donated to them by fellow employees.

- A. A catastrophic illness or injury is one that is expected to incapacitate a bargaining unit member for an extended period of time and the bargaining unit member has exhausted all of their paid leave accruals.
- B. A catastrophic illness/injury request shall be approved by the Catastrophic Illness/Injury Committee (CII) consisting of one (1) member assigned by the District, one (1) member assigned by the Guild, and one (1) member assigned by CSEA. The committee

members shall elect its Chair.

1. A health care provider certification of the need for leave shall be provided to the CII Committee.
 2. The bargaining unit member shall be incapacitated and absent for an extended period of time no fewer than thirty (30) consecutive calendar days.
 3. A written request for catastrophic leave shall be submitted to the CII Committee by the bargaining unit member or their representative.
 4. The bargaining unit member may use donated leave as half or whole days and can use the leave retroactively.
 - a. Four (4) hours of either vacation or sick leave (See Section 1. A) and four (4) hours of donated leave or eight (8) hours of donated leave equals eight (8) hours pay and full health and welfare benefits.
 - b. Four (4) hours of donated leave equals four (4) hours pay and, for this purpose, full health and welfare benefits.
 5. Approved leave must be used within a twelve (12) month period after approval.
 - a. Approved leave shall be placed in a special donated leave account for each approved bargaining unit member.
 - b. Each approved bargaining unit member may draw upon their account for the twelve-month period only for the approved or related catastrophic illness/injury.
 - c. Any unused leave shall revert to the Catastrophic Leave Bank for use by other bargaining unit members who have been approved for a catastrophic illness/injury leave.
 - d. In unusual circumstances, the CII Committee may consider a request to extend the period for up to one (1) additional year. To qualify for leave donation under this section, the bargaining unit member must be on an authorized leave of absence.
- C.** Any bargaining unit member may donate accrued sick leave, but must maintain seventy percent (70%) sick leave accrual balance. A bargaining unit member who is retiring or terminating employment may donate leave without limitations.
1. Donated leave is irrevocable.

2. Bargaining unit member may donate leave only to a Catastrophic Leave Bank for use by any approved applicant.
3. Donated leave shall be charged on the basis of hour-for-hour regardless of the classification family and/or salary schedule of the bargaining unit member donating leave and employees receiving leave.

D. The District annually, or as requested by the CII Committee, shall promote a "call for sick leave donations" for the Catastrophic Leave Bank. The District shall give bargaining unit members who terminate employment, resign, or retire, an opportunity to donate unused sick and/or vacation leave to the Catastrophic Leave Bank.

1. Requests for Catastrophic Illness/Injury Leave are subject to availability. The CII Committee shall not be responsible for approving requests when there is no leave in the Catastrophic Leave Bank.

SECTION 12. Fitness for Duty Exams – In accordance with applicable state and federal laws and regulations, District initiated fitness for duty exams shall be performed by a District designated physician.

SECTION 13. Health Care Provider Return to Work Certification- Written approval from the employee's health care provider is required prior to their return to work after an absence of greater than five (5) consecutive days due to illness or injury. The cost of a health care provider return to work certification shall be borne by the bargaining unit member.

SECTION 14. Job Abandonment - Failure to report for duty or call to report an absence for three (3) consecutive days, except in extenuating circumstances, shall be considered job abandonment and the bargaining unit member shall be subject to dismissal. The District shall consider any extenuating circumstances presented by the bargaining unit member.

SECTION 15. Unpaid Leaves in Accordance with Education Code Section 88198– If a bargaining unit member has an unpaid leave that is greater than 30 days, the Payroll/Benefits Department shall notify the bargaining unit member of their right to continue their current health insurance at the bargaining unit member's expense during the period of unpaid leave. The bargaining unit member shall be allowed to purchase their current insurance plan(s) at the District's premium rates.

A. Personal Leave – Upon written request of the bargaining unit member and approval of the Board of Trustees, a bargaining unit member may be granted an unpaid personal not to exceed one (1) year.

1. The bargaining unit member must state the reason for the leave and indicate from/to dates of the leave. A five (5) year requirement must be met between any two (2) personal leave requests.

2. Prior to the bargaining unit member's expected return to work from a personal leave, the bargaining unit member shall notify their supervisor and the Office of Human Resources of the date that they will resume their full assignment.
- B. Study Leave – Upon written request of the bargaining unit member and approval of the Board of Trustees, an unpaid study leave may be granted for study purposes following (5) five years of full-time permanent service and provided the operational needs of the department are met. An unpaid study leave shall be pro-rated for part-time bargaining unit members. A (5) five year requirement must be met between any two (2) Study Leave requests. A Study Leave may be for up to a one-year duration and the bargaining unit member shall provide proof to the Office of Human Resources that they shall be studying with an accredited institution of higher education. Grades must be submitted to the Office of Human Resources at the end of the Study Leave.
- C. Child Care Leave – Upon written request of the bargaining unit member and approval of the Board of Trustees, an unpaid Child Care leave of absence may be granted up to a maximum of two (2) years.

SECTION 16. Miscellaneous

- A. A permanent bargaining unit member who accepts an assignment within the District outside the bargaining unit shall, during such assignment, be considered for status purposes as serving in their regular position and such an assignment shall not be considered separation from service.
- B. No absence under any paid leave provision of this Article shall be considered a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such paid absence. An unpaid Personal, Study, or Child Care Leave is not considered a break in service but will impact the employee's retirement and benefits.
- C. Bargaining unit members shall receive their usual compensation which shall not be deducted from accumulated sick leave, for the following:
1. When under quarantine by order of the health office of the City or County for such period of quarantine provided such period of absence is not over two (2) weeks. No more than two (2) separate periods of quarantine shall be paid for in any one (1) fiscal year to any employee.
 2. When the District is closed on account of epidemic, fire, flood, or earthquake, provided that the District has made an effort to notify bargaining unit members of such a closure prior to their arrival on campus, and that it has made a reasonable attempt to notify the news media of the emergency closing.

- D.** Leaves may impact retirement service credit and benefits. It is the bargaining unit member's responsibility to check the impact the leave shall have on their retirement service credit and benefits.

ARTICLE XI – HOLIDAYS

SECTION 1. Official Holidays - The following holidays shall be observed and paid for at a bargaining unit member's basic hourly rate of pay for hours the bargaining unit member's would have normally been scheduled, except as provided for in this Article.

New Year's Day (January 1)
Martin Luther King Jr. Day
Lincoln Day
Washington Day
Cesar Chavez Day (March 31)
Armenian Genocide Remembrance Day (April 24)
Memorial Day
Independence Day (July 4)
Labor Day
Admissions Day (September 9)*
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas Day (December 24)
Christmas Day (December 25)
Days between Christmas and New Year's Day (December 26-December 31)

Holidays shall be observed based on the academic calendar.

If December 24 falls on a Sunday, it shall be observed on the Friday before.
If December 25 falls on a Saturday, it shall be observed on the Thursday before.

If December 25 falls on a Sunday, it shall be observed on the Thursday before.
If January 1 falls on a Saturday, it shall be observed on the Monday after.
If Armenian Genocide Remembrance Day falls on a Saturday or Sunday in any given year, the District shall only observe the holiday closure on April 24.

Other than specifically stated above, in cases where one of the recognized holidays falls on Sunday, the holiday shall normally be observed on Monday, immediately following; likewise, should any of the regular holidays fall on Saturday, the holiday shall normally be observed on the Friday immediately preceding.

*The Admissions Day holiday shall be observed during the days between Christmas and New Year's Day.

SECTION 2. Eligibility for Holiday Pay - To be eligible for holiday pay, a bargaining unit member must have been in a paid status during any portion of the day

immediately preceding or succeeding the holiday. This provision applies to bargaining unit members whose work week would be affected by a "Flex Calendar." Bargaining unit members who are not normally assigned to duty during the school holidays of Christmas Day and New Year's Day shall be paid for those two (2) holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

SECTION 3. Work Performed on a Holiday - When a bargaining unit member is required to work on any holiday specified in this Article, they shall be paid for the holiday at their basic hourly rate of pay plus one and one-half (1½) times their basic hourly rate of pay or be given compensatory time off at a rate equal to one and one-half (1½) times the actual hours worked on the holiday. The method of payment/compensation shall be determined by mutual agreement between the bargaining unit member and supervisor.

SECTION 4. Holiday Falls on Non-Workday - If a holiday falls on a non-work day and, as a consequence a bargaining unit member loses a holiday to which they would otherwise be entitled, they shall be provided with a substitute holiday based on the prorated FTE of the assignment, except Armenian Genocide Remembrance Day. The substitute holiday time off shall be by mutual agreement of the bargaining unit member and supervisor, and shall be taken within 10 working days of the holiday. If the requested time off exceeds the prorated FTE of assignment, the bargaining unit member shall make up the additional hours with vacation, compensatory time, or work within 10 days and with mutual agreement of the bargaining unit member and supervisor. In the event that the substitute holiday cannot be taken within 10 days of the holiday, the bargaining unit member shall be compensated for the lost holiday prorated based on the FTE of the assignment. If the employee is participating in the non-traditional work week, their work schedule shall convert to the standard forty (40) hour week on weeks which contain a District Holiday.

If the prorated holiday hours exceed the number of hours the bargaining unit member is scheduled to work, the District is required to give the additional time off within 10 days of the holiday by mutual agreement of the bargaining unit member and the supervisor.

If the prorated holiday hours are less than the number of hours the bargaining unit member is scheduled to work, the bargaining unit member is required to make up the additional hours within 10 days of the holiday by mutual agreement of the employee and the supervisor.

ARTICLE XII - VACATIONS

- DEFINITIONS:**
- A. "Earned vacation"** is paid vacation time received based on calendar months worked subject to the maximum allowable vacation earning provisions in Section 11.
 - B. "Vested vacation"** is earned vacation time that cannot be taken away from the unit member.
 - C. "Unearned vacation"** is vacation time which the employee has not yet earned but which is available for the employee to use, subject to the provisions in Sections 11 and 12.
- SECTION 1. Earned Vacation Days** - An employee shall earn vacation for each calendar month worked in accordance with the following provisions:
- A.** Starting with the first (1st) year of service, up to but less than five (5) years of service, a rate of 1.25 days per month shall be earned;
 - B.** Upon attainment of five (5) years of service but less than ten (10) years of service, a rate of 1.667 days per month shall be earned;
 - C.** Upon attainment of ten (10) years of service and thereafter, a rate of 1.833 days per month shall be earned.
- SECTION 2. Calendar Month Worked** - A calendar month worked for the purpose of earning vacation is one in which the employee has been fully compensated for fifty percent (50%) or more of his/her working days in the month.
- SECTION 3. Calculating Annual Vacation** - A year's vacation shall be computed by multiplying the rate factors indicated in Section 1 of this Article by the number of calendar months of service as defined in Section 2.
- SECTION 4. Rate of Pay for Vacations** - The rate at which vacation is paid shall be the employee's current regular monthly rate of pay at the time vacation is taken.
- SECTION 5. When Earned Vacation is Vested** - An employee is encouraged to take his/her earned vacation each year. Subject to limits in Section 11, earned vacation is vested for all permanent employees.
- SECTION 6. Vacation Eligibility** - A new employee is eligible to earn vacation on their first day of employment. A new employee is eligible to take vacation after six (6) months of paid service. No payment for earned vacation shall be made to an employee who does not complete the first six (6) months of paid service.

SECTION 7. Arranging for Vacations – When possible, Vacation time off will be granted at times most desired by employees. In order for employees to schedule vacation time, the supervisor will circulate a vacation calendar. The vacation calendar is to be completed by May 31 for the next fiscal year. A copy of the Report and Request for Leave of Absence form appears in Appendix “K”. Employees must request vacation time in writing at least one (1) week in advance of use except in the case of emergencies. Vacation requests should be approved by the supervisor within three (3) days of the request submission. Denials of vacation shall be provided in writing to the employee within three (3) days of the request submission. If there is any conflict between employees who are in the same work unit as to when vacations shall be taken, the employee with the longest length of service in the District shall be given his/her preference. However, the final right to allotment of vacation periods is exclusively reserved to the District, in order to ensure the orderly operation of the District.

- A. Paid vacation time may be granted even though not earned at the time the vacation is taken.
- B. Unearned vacation that has been granted shall be deducted from an employee's final salary warrant if his/her employment is terminated with the District prior to earning such vacation.
- C. Nine (9) and ten (10) month employees shall take earned vacation during December and January non-workdays and Spring Break.

SECTION 8. Separation from Service - Upon separation from service, an employee shall be paid for his/her earned vacation balance at the rate of pay applicable to his/her last regular assignment. No payment for earned vacation shall be made to an employee who does not complete the first six (6) months of paid service.

SECTION 9. Converting Vacation Days - A permanent employee who commences his/her prescribed vacation period and subsequently becomes ill or bereaved before his/her vacation period has been completed may request that his/her vacation be terminated and that he/she be placed on sick leave or bereavement leave, provided the employee would have been on vacation, within the following provisions:

- A. The illness or bereavement is such that had the employee been working he/she would have been absent on sick or bereavement leave.
- B. The illness or bereavement falls within the work year of the employee.
- C. The illness or bereavement is substantiated by the employee, who will provide relevant supporting documentation.
- D. If the request is made verbally, it must be made to the employee's supervisor prior to the end of the working day which constitutes the last

day of vacation for the employee.

- E. If the request is made in written form, it must carry a postmark dated on or before midnight of the working day which constitutes the last day of vacation for the employee.

SECTION 10. Holidays During Vacation Days - When a holiday, as provided in Article XI - Holidays, of this Agreement, falls during the scheduled vacation of any employee, the holiday will not count as a vacation day and will be paid as a holiday provided the employee is in a paid status for any portion of the day immediately preceding or succeeding the holiday.

SECTION 11. Maximum Allowable Vacation Earning – Earned Vacation is subject to the following limits. An employee with less than five (5) years of service may have a maximum earning of two hundred and forty (240) total hours of vacation leave. An employee who has five (5) years of service but less than ten (10) years of service may have a maximum earning of three hundred and twenty (320) total hours of vacation leave. Employees who have completed ten (10) years of service or more may have a maximum earning of three hundred and fifty-two (352) total hours of vacation leave. Maximum earning rates shall be set on a pro-rata basis for employees who work less than forty (40) hours per week.

SECTION 12. Accrual of Vacation Days - All employees are encouraged to use their earned vacation days each year. The full fiscal year allotment of vacation days will be posted on July 1 of each year. In the event the employee terminates employment before June 30th, the employee's vacation accrual will be pro-rated based on actual calendar months of service worked.

- A. An employee who has reached the maximum vacation earning as established in section 11 will be eligible to earn additional vacation once his/her vacation balance drops below the limit. An employee who brings their vacation balance below the limit before June 30th will be credited with the equivalent hours from his/her unearned vacation balance, subject to the provisions of section 11. An employee who has reached the maximum vacation earning and does not bring their vacation balance below the maximum by June 30th will not earn additional vacation time in that fiscal year.
- B. An employee who has unearned vacation as a result of being above the maximum allowable vacation limit and has written documentation from the district that they were denied vacation because of the District's workload or any other mitigating circumstances that would prevent the employee from taking vacation; that vacation time, at the option of the employee shall be carried over to the next fiscal year (to be taken within the first (6) months of the following fiscal year), or be paid, or an equivalent monetary amount be deposited into a tax sheltered annuity plan designated by the employee.

- C. Employees may access their vacation balance at any time using the online employee service system.

SECTION 13. Banked Vacation Hours - Any vacation hours earned by employees prior to July 1, 1996 as well as 16 hours in 2003 and 21 hours in 2012 per agreements between the Association and the District will remain vested to the employee and banked unless used by the employee and are exempt from the provisions in Sections 11 and 12. The amounts in the 2003 and 2012 agreements will be pro-rated for unit members who work less than 40 hours per week.

ARTICLE XIII - CLASSIFIED VACANCIES AND INTERNAL TRANSFER

SECTION 1. Classified Vacancies – The Office of Human Resources shall actively recruit qualified applicants to fill classified vacancies.

The District and CSEA shall meet and negotiate regarding any proposed changes to the fulltime equivalent (FTE) for full-time or part time classified vacancies.

SECTION 2. Classified Vacancies – All classified vacancies shall be emailed to the District classified list-serve and posted on the District’s Human Resources website.

A. Internal Transfer Vacancy Announcement

An internal transfer announcement for a classified vacancy shall be posted for a minimum of five working days. Permanent classified bargaining unit members in the same classification as the classified vacancy, who are interested in transferring to another department, may apply for an internal transfer by completing an online Internal Transfer Application. Eligible bargaining unit members that apply for an internal transfer shall be given an opportunity to interview for the position.

Internal transfer to the same classification is permissible pursuant to Title 5 Section 53021.

B. Classified Recruitments

Classified vacancies shall be opened and posted for a minimum of ten (10) working days.

C. Classified vacancy announcements shall include the following information:

- Classification title;
- Work hours
- Salary Range
- Opening and closing dates;
- Work location;
- Application process;
- Qualification requirements;
- A reference to Article VIII (Wages), Section 2 – Initial Salary Placement noting the ability to be placed beyond step 1 at the time of hire
- Other pertinent information

SECTION 3. Absence During the Classified Vacancy Posting or Interview Period - A bargaining unit member may notify the Office of Human Resources if they will be absent on approved leave during the posting period or when the interviews are scheduled. The Office of Human Resources may suspend the selection process until the affected bargaining unit member has had an

opportunity to be interviewed, provided that the Office of Human Resources does not delay the selection more than one (1) calendar week.

SECTION 4. Criteria for Interview and Examination

- A.** Human Resources staff shall assist hiring managers in developing a job-related screening rubric, that includes items such as years of relevant job-related experience, specialized skills, transferable skills, etc., for use as an applicant screening tool. In consultation with Human Resources, hiring managers may request job-related examinations. Human Resources shall work with hiring managers to develop such job-related exams.
- B.** Hiring managers shall use the job-related screening rubric and exam results, if applicable, to select qualified applicants for interview.
- C.** Members of the hiring committee shall then use the same job-related screening rubric and exam results, if applicable, to rate candidates that the hiring manager has selected for interviews. Human Resources shall then total the aggregate scores of candidates rated by members of the hiring committee.
- D.** The hiring manager shall use the hiring committee's aggregate scores of the qualified candidates to determine which candidates to extend an offer of interview.
- E.** Human Resources shall continue seeking CSEA's recommendation for hiring committee representatives who are available to participate in both candidate screening and established interview dates.

SECTION 5. New Employee Orientation – See Article IV, Section 15 for information.

SECTION 6. New Employee Orientation with Direct Supervisor - Upon reporting to their new assignment after initial hire or internal transfer, the immediate supervisor of the bargaining unit member shall meet with the bargaining unit member and provide a department overview and orientation.

ARTICLE XIV - PROBATIONARY PERIOD

SECTION 1. Probationary Period - A probationary period is the first one hundred and thirty (130) days of paid service. In special circumstances when it is deemed that additional observation is necessary to ascertain an employee's performance, the probationary period may be extended for up to an additional forty-four (44) days at twenty-two (22) day increments, for a maximum probationary period of one hundred and seventy-four (174) days. An extension can only be approved if the employee has been rated below meets or exceeds standards in a previous evaluation.

Peace Officer classifications will serve a one (1) year probationary period.

SECTION 2. Permanent Employee - A permanent employee is one who has completed his/her initial probationary period in the classified service.

SECTION 3. Objective of Probation - The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any employee whose performance is not satisfactory.

SECTION 4. Promotional Appointment - The probationary period shall be used in connection with promotional appointments in the same manner as it is used for original entrance appointments. If a person is removed during his/her probationary period following a promotion, he/she shall be entitled to re-employment rights in his/her former class.

SECTION 5. Salary Advancement - Employees hired on Step 1 will advance to the next step on the first of the month following after one hundred and thirty (130) days of paid service. Employees hired above Step 1 will advance to the next step on the first of the month following one (1) year of paid service.

ARTICLE XV – CLASSIFICATION

SECTION 1. Classification of Positions - The Office of Human Resources shall develop and maintain a class specification for each class in the classified service. The class specification shall be descriptive of essential duties and responsibilities and shall not be a restriction on the assignment of duties not specifically listed.

SECTION 2. Classification Studies -

- A. When a new position is created, the District and CSEA shall meet and negotiate to establish a salary range. The salary range shall be based on conducting a salary survey using the existing internal salary schedule and the list of mutually agreed upon community college districts (See Appendix G) with comparable positions. In the event there are less than three (3) comparable positions, the District may use class descriptions and salary schedules compiled from outside sources that are mutually agreed upon.
- B. Classification studies of individual positions or groups of positions shall be made whenever the assigned duties or responsibilities have undergone significant changes (ex: level of responsibility, problem solving, decision-making authority, knowledge, skills, abilities, working conditions, scope of impact) or if requested by CSEA and/or the District.
- C. Upon mutual agreement between the District and CSEA, consultants may be used to complete the classification studies.

SECTION 3. Reclassification

- A. The reclassification questionnaire shall be posted annually on the District website by the first working day in January through June 30 of each year.
- B. Once an individual or group reclassification request has been completed, the employee or group who requested the reclassification shall wait three (3) years from the date the reclassification questionnaire was submitted to the Office of Human Resources to initiate a new reclassification request.

- C. The reclassification requests shall be completed in the date order received.
- D. Upon mutual agreement between the District and CSEA, consultants may be used to complete a reclassification request. In general, reclassification requests shall be completed by the Office of Human Resources.
- E. The Office of Human Resources shall review the reclassification questionnaire and gather other pertinent information needed to make a recommendation(s).
- F. Within fifteen (15) calendar days of June 30, CSEA shall receive, a list of all the reclassification requests for the calendar year.
- G. The first fifteen (15) reclassification requests shall be completed by the end of that calendar year. The remaining reclassification requests shall be completed within one (1) year of submission.
- H. If a reclassification request takes more than six (6) months to complete and results in the employee receiving a compensation increase, that increase shall be retroactive to the date the reclassification questionnaire was received in the Office of Human Resources. In the event that the employee is receiving out-of-classification compensation and/or a stipend for work outside of their classification, there shall be no retroactivity if the employee is receiving that compensation and/or stipend for the work being considered as part of the reclassification request.
- I. When the Office of Human Resources issues a final recommendation regarding the reclassification request, it shall provide a written response to the employee and the President of CSEA.
 - 1. If the Office of Human Resources recommends a new classification, CSEA and the District shall meet and negotiate.
 - 2. If the Office of Human Resources denies the reclassification request or recommends a classification with which the employee does not agree, the Office of Human Resources shall provide the reason(s) for its final recommendation . An employee or group may

appeal the Office of Human Resources' final recommendation to the Joint Employee Management Committee (JEMC).

SECTION 4. Appeal Process - An employee or group of employees have the right to be represented by CSEA during the appeal process. All pertinent documents and information regarding the reclassification shall be forwarded to the JEMC by the Office of Human Resources.

A. The Joint Employee Management Committee

The JEMC shall be comprised of three (3) members and one (1) alternate selected by Superintendent/President, three (3) members and one (1) alternate selected by CSEA; and one (1) mutually agreed upon confidential employee. If mutual agreement cannot be reached, the confidential employee shall be selected by lot. The Chair shall be provided with a recorder for each meeting and return the recorder to the Office of Human Resources at the end of last session for that day.

The JEMC Chair shall be elected from among its members and shall alternate every fiscal year between the CSEA and the District.

No employee of the Office of Human Resources shall be a member of the JEMC.

If a member of the JEMC works in the same department, is related to the employee, or has the same classification as the employee requesting the reclassification, that member shall be replaced by an alternate for the duration of that appeal.

1. Within ten (10) working days after receiving the Office of Human Resources' final recommendation, an employee(s) may submit a written request to the Office of Human Resources requesting an appeal of the final recommendation. The Office of Human Resources shall immediately notify the Chair of the JEMC.
2. Within ten (10) working days of receiving a request for appeal, the Chair of the JEMC shall set an appeal date.
 - a. The appeal date shall be scheduled in the order received and shall take place within ninety (90) calendar days.
 - b. The Chair of the JEMC shall provide written notification of the appeal date to the employee, the Office of Human Resources, the President of CSEA, and the members of the committee.
 - c. All parties may be present during the interviews with the JEMC.

3. The JEMC shall render a decision within five (5) days of the appeal meeting; and the Chair shall provide written notification of its decision to the employee, the President of CSEA, and the Office of Human Resources.

The JEMC may decide:

- a. The reclassification is denied:
 - i. The duties being performed are within the existing classification.
 - b. The reclassification is approved:
 - i. The duties being performed are not within the existing classification; thereafter, District and CSEA shall meet and negotiate to determine the appropriate classification.
 - ii. The duties being performed are within the classification recommended by the Office of Human Resources.
 - iii. The duties being performed are not within the classification recommended by the Office of Human Resources; thereafter, District and CSEA shall meet and negotiate to determine the appropriate classification.
4. If the JEMC renders a decision in favor of the employee and the District chooses not to appeal, the District and CSEA shall meet and negotiate to determine the proper classification.
 5. If the JEMC renders a decision in favor of the District and the employee chooses not to appeal, the reclassification request process shall conclude.

B. Appeal to the Superintendent/President

Within ten (10) working days of receiving the JEMC decision, the employee or the Office of Human Resources may appeal the JEMC decision by submitting a written request for an appeal meeting to the Superintendent/President and the President of CSEA.

The Superintendent/President shall inform all parties of the appeal meeting date and location.

The Superintendent/President shall review pertinent information and documentation and may pose questions of both parties prior to rendering a decision. The Superintendent/President shall render a decision within thirty (30) calendar days from the date of the appeal meeting. The Superintendent/President shall provide a written

decision regarding the appeal to both parties. The decision of the Superintendent/President shall be final and not subject to the grievance process.

C. Salary Compensation

When an appeal process results in a reclassification of a position with a corresponding salary increase, the employee shall receive compensation retroactive to the date of the Office of Human Resources' initial denial or final recommendation.

SECTION 5. Approved Reclassifications – If an employee is reclassified to a classification on a higher salary range, the employee shall be promoted to the higher classification.

ARTICLE XVI – POLICE OFFICERS

SECTION 1. District Provided Equipment - The District will provide each new officer hired with a hand gun, a Sam Brown belt and all required public safety equipment. A hand gun will not be purchased for any part-time police officer who is employed elsewhere as a law enforcement officer. Emergency tactical equipment shall be provided to all police officers by the District, and remain District property.

SECTION 2. District Provided Uniforms – The District will provide each new officer and Police Communications and Record Specialist hired with two (2) complete sets of winter and summer uniforms.

Ongoing Uniform Costs - Each full-time officer is eligible for a maximum of one thousand five hundred dollars (\$1,500) each fiscal year to cover cleaning, replacement and additional uniforms, including shoes and boots. Police Communications and Records Specialists and part time officers are eligible for up to seven hundred fifty dollars (\$750) each year. The officer may purchase these items and services using a district purchase order through approved district vendors or may purchase these items on their own and submit receipts for reimbursement.

SECTION 3. Police Officers Bill of Rights - A copy of the “Police Officers Bill of Rights” shall be given to each office, and every new officer upon employment.

SECTION 4. Safety Equipment - Safety equipment shall be replaced at the end of the equipment’s life expectancy.

SECTION 5. Retirement for Police Officers - All sworn police personnel shall be enrolled into the CALPERS Local Safety, three percent (3%) at fifty (50) category at the time of hire.

A. All sworn police personnel hired before this agreement shall be enrolled in the CALPERS Local Safety three percent (3%) at fifty (50) category effective with this agreement.

B. The three percent (3%) at fifty (50) category shall include the following benefits:

1. Sick Leave Credit
2. Post Retirement Survivor Allowance
3. 1959 Survivor Benefit Level 4

SECTION 6. Service Commitment - An employee that is hired into the classification of Police Trainee or Police Officer after January 1, 2005 must sign a letter of

commitment indicating that he or she will work for the District no less than five (5) years.

- A.** An employee that chooses not to fulfill the five (5) year service commitment shall be required to pay for the costs incurred by the District to provide their training and equipment during the police academy and while in the police department's Field Training Program.
 - 1.** The cost of the police academy training shall be determined by the billing statement issued from the approved academy.
 - 2.** The cost of the Field Training Program shall be determined by calculating the training officers' hourly pay rate at Step 1 on the Classified Salary Schedule for a period not to exceed twelve (12) weeks and shall only reflect actual hours of training.
 - 3.** The cost of equipment shall be determined by the invoices for all equipment, books and training materials provided by the District to the employee while in the police academy. This shall exclude costs of all weapons, body armor and equipment or supplies that may not be legally possessed by civilians.
 - 4.** Upon full payment for all training and equipment expenses, the employee shall receive all equipment or material for which they have paid and a letter releasing him or her of any commitment.

ARTICLE XVII - EVALUATION PROCEDURES

- SECTION 1. Job Performance Appraisal** - Job Performance Appraisal is based on established standards and is intended to be a tool to evoke and validate performance, it may at times be necessary to use it for disciplinary purposes. The Job Performance Appraisal process is accomplished through:
- A.** Reviewing with the employee the duties of the job, the expected job standards and the method used to measure performance. Regular and continuous feedback shall be provided the employee concerning both the strong and the weak points, if any, of his/her performance. Completion of the formal appraisal instrument shall be shared with the employee at least every other year thereafter.
 - B.** Determining conditions which limit or restrict the achievement of the desired level of performance.
 - C.** Discovering areas which can be improved by specific types of Assistance; and
 - D.** Taking the necessary corrective steps when evaluator assistance fails to bring about a satisfactory level of performance.
- SECTION 2. Evaluation Schedule** - Job performance of employees shall be evaluated in accordance with the following schedule:
- A.** Probationary employees shall be evaluated at the end of the second (2nd) and fifth (5th) months of service. (see Appendix E)
 - B.** Permanent employees shall be evaluated at the end of the first year and every other year thereafter on or before the anniversary month. (see Appendix E)
 - C.** Evaluations shall be considered confidential and be based upon documentation to support deteriorating work performance.
- SECTION 3. Review of Performance Evaluation Report** - The immediate supervisor shall present the performance evaluation report to the employee and shall discuss it with the employee. Evaluations shall be based on observation and knowledge. No evaluations shall be based upon derogatory materials in the employee's personnel file unless the employee has previously been given sufficient prior notice of same, an opportunity to review and comment upon it, and had such comments attached to the materials. Performance evaluations shall be prepared with the assistance of the supervisor and will be reviewed and signed by the management persons who are responsible for the employee's work. The evaluation shall be signed by the employee to indicate receipt and the employee shall be given a signed copy.

- SECTION 4. Unscheduled Evaluations** - An unscheduled evaluation for a permanent employee may be submitted at any time during the year upon evidence of outstanding work, changed work habits, or performance on the part of an employee.
- SECTION 5. Unsatisfactory Evaluation** - A permanent employee who receives an overall rating of "unsatisfactory", will be expected to improve his/her performance to such an extent that a re-evaluation will reflect an overall rating of above unsatisfactory. Employees will be given a written Plan for Improvement by their immediate supervisor listing the areas requiring improvement to achieve satisfactory performance by the time of re-evaluation. The Plan for Improvement will be presented to the employee no later than five (5) working days after the unsatisfactory evaluation is completed. Re-evaluation shall occur no sooner than sixty (60) days from the date of the unsatisfactory evaluation. Failure to make such an improvement in performance may subject the employee to the provisions of Article XVIII - Disciplinary procedures.
- SECTION 6. Written Response to Evaluation** - A permanent employee shall have the right to submit a written response to a written evaluation and it shall be placed in the personnel file.
- SECTION 7. Conditions for Grieving the Evaluation** - A permanent employee may, upon receipt of his/her evaluation, file an appeal through the established grievance procedures only on the grounds that the evaluation procedures specified in this Article have not been followed in the preparation of his/her evaluation.
- SECTION 8. Evaluation Forms** - Evaluation forms shall be reviewed by CSEA to ensure uniformity and fairness to all classified employees. Changes in the evaluation form shall be agreed to by both parties to this Agreement. (see Appendix E)

ARTICLE XVIII - DISCIPLINARY PROCEDURES

SECTION 1. **Disciplinary Action**

- A.** Discipline is defined as action by the District against an employee for an infraction of District policies, rules, or regulations. Such action includes, but is not limited to:
1. Suspension without pay;
 2. Demotion to a lower class in which qualified;
 3. Dismissal
- B.** Prior to disciplinary action against a Bargaining Unit Member, the District may give verbal warnings, written warnings, written reprimand in personnel file, and/or a plan for improvement in a performance evaluation, as outlined in Article XVII; Section 5.
- C.** A new probationary employee may be dismissed at any time prior to the expiration of the probationary period and shall not be entitled to a hearing for causes outlined in Section 3 of this Article.

SECTION 2. **Imposing Personnel Action** - The Superintendent/President or his/her designee may impose personnel action against an employee.

SECTION 3. **Cause for Disciplinary Action** - Causes for disciplinary action against a permanent employee include, but are not limited to the following:

- A.** Fraud in securing or maintaining employment.
- B.** Neglect of duty (i.e. failure to perform regularly assigned tasks and failure to follow approved safety precautions.)
- C.** Insubordination (i.e. refusal to perform an assigned task which is legal or does not constitute a safety or health hazard to the employee.)
- D.** Dishonesty (i.e. fraud, theft, and falsifying record or reports.)
- E.** Use or possession of intoxicants or illegal drugs while on duty; or off-duty use which impedes performance.
- F.** Absence without an approved leave.
- G.** Misuse of District property (i.e. abusive operation of equipment, deliberate destruction or damage, unauthorized use, and removal of approved safety devices on equipment.)

- H. Violation of any of the prohibitions set forth in the Education Code or the California Administrative Code, Title 5, and any violation of the policies or regulations of the District or provisions of the Collective Bargaining Agreement in effect.
- I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- J. Misuse of leaves (i.e. excessive or patterned absenteeism or tardiness.)
- K. Sexual harassment, abuse, and/or bullying of students or employees.

SECTION 4. Procedures for Disciplinary Action and Right to Appeal

A. Supervisory Meeting

The management level supervisor of the employee shall meet with the employee before forwarding a written charge of disciplinary action. The employee shall be informed of his/her right to representation before the meeting. This meeting shall provide:

1. Evidence of the charges leading to the disciplinary action.
2. Review of previous efforts to resolve the problem leading to the disciplinary action.
3. A recommendation of the disciplinary action to be taken as noted in Section 1A.
4. Every attempt shall be made to resolve the problem at this meeting. Should resolution not be possible the request for disciplinary action will be forwarded to the Office of Human Resources along with the supporting information to initiate the action.

B. Skelly Hearing

A Skelly Hearing is due process which allows an employee to respond to charges preceding any disciplinary actions brought by the District.

1. Initiation and Notification of Charges - The Office of Human Resources may initiate discipline by filing a Recommendation for Personnel Action as defined in Board Policy 7365 with the Board of Trustees against a permanent classified employee.

2. Within five (5) working days of the filing, a copy of the Recommendation for Personnel Action shall be served to the employee either in person or by registered/certified mail, return receipt requested, at the employee's last known address. A copy of the Recommendation for Personnel Action shall be submitted to the Association.
3. The Recommendation for Personnel Action shall include the following:
 - a. A statement of the personnel action being recommended (e.g., suspension with/without pay, demotion, or dismissal).
 - b. A statement of the cause phrased in ordinary and concise language and not in the language of the District's rule, regulation, or statute.
 - c. A statement of the specific acts or omissions on which the causes are based.
 - d. A statement of the employee's right to appeal and the manner and time his/her appeal must be filed.
 - e. Notice of the date, time, and place of the "Skelly Hearing" to provide the employee an opportunity to present information relative to the charges to be considered by the Board of Trustees.
 1. The employee is entitled to be accompanied by a representative of his/her choice.
 2. Failure to appear at the scheduled "Skelly Hearing," or to obtain a postponement, shall be deemed to be a waiver of the employee's right to appeal the proposed disciplinary action.
 3. On completion of the "Skelly Hearing," a decision will be forwarded to the Board of Trustees, to the appellant, and to the Association recommending the action resulting from the hearing. If the recommendation sustains the disciplinary action the Recommendation for Personnel Action shall be placed on the next Board of Trustees agenda.

C. Appeal to the Board of Trustees

Before any disciplinary action, as outlined in Sections 1A, the employee shall have the right to appeal the proposed discipline. This does not preclude action being taken by the District as mandated by State or Federal laws.

1. Upon receipt of the Recommendation for Personnel Action from the "Skelly Hearing," the appellant has five (5) working days to file a "Demand for Hearing Form," (see Appendix "L") a copy of which shall be included in the recommendations provided the employee from the "Skelly Hearing." Receipt by the employee shall have been accomplished by deposit of the Recommendation for Personnel Action in the U.S. Mail (registered/certified return requested), to the employees last known mailing address.
2. Any other written document signed by the employee and appropriately filed within the five (5) working days shall constitute a sufficient notice of appeal.
3. A notice of appeal is filed by delivering the notice of appeal to the Office of Human Resources during normal work hours. The appeal may be mailed to the Office of Human Resources but must be received or postmarked within five (5) working days from receipt of the Recommendation for Personnel Action.
4. If the employee does not file a "Demand for Hearing" or a notice of appeal within the time specified, the employee shall have waived the right to appeal. The Board of Trustees may move to consider the Recommendation for Personnel Action, and if found appropriate, order immediate implementation of the action.

SECTION 5. Appeal Hearing

A. The Appeal Hearing will be conducted in the following manner:

1. Representatives of the employee and the Board of Trustees shall select an arbitrator as the hearing officer. The District and CSEA shall each obtain/maintain a list of five arbitrator(s) from the American Arbitration Association or the California Mediation and Conciliation Board. Selection shall be made by mutual agreement or by alternately striking one name from the list until only one name remains. The arbitrator shall be considered the designee of the Board of Trustees to conduct the hearing and report findings, conclusions, and recommendations to the Board of Trustees.
2. The District and the employee shall each have their right to compel attendance of any other employees of the District to testify, to cross examine all witnesses, to present such exhibits and/or other evidence as may be ruled relevant to the case. Technical rules of evidence shall not apply.
3. The employee shall have a right to appear in person on his/her own behalf with designees or representation provided by CSEA as the exclusive representative as he/she requests to represent his/her defense. An employee may provide outside counsel by signing a

waiver of representation form provided by CSEA. The District may also have counsel.

- B. Counsel/representatives for the respective parties shall exchange witness lists at least five (5) working days prior to the hearing.
- C. The hearing shall be held at the earliest convenient date, considering the established schedule of the arbitrator and the availability of counsel and witnesses. The parties shall be notified of the date, time and place of the hearing.
- D. In arriving at a decision or proposed decision, the arbitrator may consider the records of any prior personnel action proceeding against the employee in which another personnel action was sustained and any records contained in the employee's personnel files within the last two (2) years, if the records were introduced into evidence at the hearing.
- E. The recommendation of the arbitrator shall be submitted to the Board of Trustees and shall be in writing, summarizing the facts, setting forth findings and making a recommended decision. A copy shall be served by registered/certified regular U.S. Mail upon the appellant and appellant's representative/counsel.
- F. The proposed decision of the arbitrator shall be considered by the Board of Trustees, which shall thereafter render a final decision on the matter. The Board of Trustees may accept or reject the decision. However, if the decision of the Board of Trustees is different from that of the arbitrator, the decision will not be based on any facts other than those presented to the arbitrator. A statement of the Board of Trustees reasons for rendering a different decision will be included in the final decision. A copy of the decision shall be delivered to the employee and his/her designated representative personally or by registered mail, postage prepaid, and delivered to the employee's last known address. The decision of the Board of Trustees shall be final.

SECTION 6. Employment Status Pending Appeal or Waiver

- A. Any employee, against whom a Recommendation for Personnel Action has been issued, may continue performing the duties of the position pending his/her appeal or waiver.
- B. In cases where the Superintendent/President has determined that an employee should be dismissed and that continuation of active duty after a Recommendation for Personnel Action has been issued could result in a potential risk of harm to students, employees, or District property while the proceedings are pending, he/she may order the employee immediately suspended from active duty with/without pay as defined in Education Code section §88123.

- C. The suspension order shall be in writing and include a statement of the reasons why suspension is necessary. Any suspension order shall be served on the employee and the Association either personally or by registered/certified mail, return receipt requested to the employee's last known address, immediately after issuance.

SECTION 7. Suspension Limits - Any suspensions as a disciplinary action invoked under these rules against any employee for reasonable cause shall not exceed thirty (30) calendar days in any one (1) incident nor accumulate more than ninety (90) calendar days in any twelve (12) month period. This section does not preclude suspension as defined in Education Code section §88123.

SECTION 8. Amended/Supplemental Charges

- A. At any time before an employee's appeal is submitted to the Board of Trustees, or a designee for decision, the Superintendent/President may, with the consent of the Board of Trustees or a designee, serve on the employee and the Association and file with the Board of Trustees an amended or supplemental Recommendation for Personnel Action.
- B. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense.
- C. Limitations - No disciplinary action shall be taken for any cause that arose before the employee's becoming permanent, nor for any cause that arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could reasonably be assumed that the employee should have disclosed the facts to the District. Disciplinary action taken shall be commensurate with the offense.

ARTICLE XIX - LAYOFF PROCEDURES

SECTION 1. Definitions

- A. "Layoff" is defined as an involuntary separation from District service due to lack of work or lack of funds. A layoff includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence and therefore alter the terms of employment.
- B. "Seniority" is defined as length of service based on date of hire in a regular position. Overtime work shall not be included in computing seniority credit. If two (2) or more employees have equal seniority as defined by hire date, the employee with the most hours in a paid status shall be considered most senior. If a tie still exists, seniority shall be determined by lot.
- C. "Displacement Rights" (Bumping) are defined as the right of an employee, who is laid off with the most seniority to displace an employee with lesser seniority in a class in order to restore the same or similar level of salary and health benefits prior to the layoff.
- D. "Employee" is defined as a classified bargaining unit employee who has probationary or permanent status.
- E. "Job Classification" is defined as one or more positions in the classified service that have the same designated title and minimum qualifications, and share a common salary range.
- F. "Job Series" is defined as a group of hierarchical job classifications which are closely related and in which the higher classifications within the series require the skills, knowledge and abilities necessary to perform any of the duties of any lower classification within the series. Job Series are those set forth in Appendix "C".
- G. "Job Family" is defined as job classifications, and job series, which are related to one another by the nature of the general duties performed, and which require somewhat similar knowledge, skills and abilities. Job Families are those set forth in Appendix "C".
- H. "Qualified" shall mean the employee who meets the minimum qualifications as determined by the job description.
- I. "FTE" is defined as Full Time Equivalent and refers to the percentage of a full time, forty (40) hour per week assignment. In addition, FTE affects the level of health benefits for which the employee qualifies. (see Article IX, section 1 & 2) A 1.00 FTE is an employee whose regular assignment is the equivalent of forty (40) hours per week. A .50 FTE is an employee

whose regular assignment is the equivalent of twenty (20) hours per week. An employee's FTE shall not increase from their FTE prior to layoff in the course of the bumping process.

- J. "Months" are defined as the number of calendar months the employee has been assigned. An employee may have a 9, 10, 11, or 12 month assignment at any FTE.

SECTION 2. Notice of Layoff - In the event of a reduction in force in any classification hereunder, layoffs will be in reverse order of seniority with the least senior employee in the job classification that is being eliminated being laid off first.

Employees subject to a layoff shall be given notice of the layoff not less than sixty (60) calendar days prior to the effective date of the layoff, which will include their displacement rights (if any), re-employment rights, and the seniority list. The District will provide the Association with copies of the layoff notices and the seniority list at the time the employee is notified.

Employees with displacement rights (if any), will have at least seven (7) days, from the date of notification, to notify the Office of Human Resources, in writing, of their intention to exercise displacement rights.

When as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any special funded program is other than June 30, the notice shall be given no less than 60 days prior to the effective date of their layoff.

SECTION 3. Displacement Rights (Bumping) - In order to provide the highest level of protection to employees with the greatest length of service with the District the procedure below will take into account the bumping employee's FTE in this process.

The District will offer an employee with displacement rights a position with the most similar level of salary, hours, and health benefits to what he or she earned prior to being displaced into another position based on the displacement rights outlined below in A through M. Therefore, the District will offer such an employee a FTE position, if one exists, which maintains their current level of salary and health benefits, even if this means not initially displacing the least senior employee.

An employee who has received a notice of layoff may exercise his/her bumping rights as outlined below. An employee who has received a notice of layoff has the right not to participate in the bumping process and accept the layoff.

- A.** An employee shall displace the employee with the least seniority within their job classification with the same FTE prior to layoff;
- B.** If there is no less senior employee to displace within their job classification with the same FTE, an employee shall displace the employee with the least seniority at a lateral salary range within their job series with the same FTE prior to layoff;
- C.** If there is no less senior employee to displace at a lateral salary range within their job series with the same FTE and the employee is qualified, an employee shall displace the employee with the least seniority at a lateral salary range within their job family with the same FTE prior to layoff. The Office of Human Resources will verify the employee's current qualifications;
- D.** If there is no less senior employee to displace at a lateral salary range within their job family with the same FTE, an employee shall displace the employee with the least seniority within their job classification with the highest FTE which maintains their level of health benefits prior to layoff;
- E.** If there is no less senior employee to displace within their job classification with a FTE that maintains their level of health benefits prior to layoff, an employee shall displace the employee with the least seniority at a lateral salary range within their job series with the highest FTE that maintains their level of health benefits prior to layoff;
- F.** If there is no less senior employee to displace within their job series at a lateral salary range with a FTE that maintains their level of health benefits prior to layoff and the employee is qualified, an employee shall displace the employee with the least seniority at a lateral salary range within their job family with the highest FTE that maintains their level of health benefits prior to layoff. The Office of Human Resources will verify the employee's qualifications;
- G.** If there is no less senior employee to displace within their job family at a lateral salary range with a FTE that maintains their level of health benefits prior to layoff and the employee is qualified, an employee shall displace the employee with the least seniority at a lower salary range (nearest to their salary range prior to layoff) within the job family with a FTE that maintains their level of health benefits prior to layoff. The Office of Human Resources will verify the employee's qualifications;
- H.** If there is no less senior employee to displace within their job family at a lower salary range with a FTE that maintains the employees level of health benefits prior to layoff, an employee shall displace the least senior employee within their job classification at the closest FTE prior to layoff (which may result in a reduction of health benefits);
- I.** If there is no less senior employee to displace within the job classification

with a lower FTE and the employee is qualified, an employee shall displace the least senior employee at a lower salary range (nearest to their salary range prior to layoff) within their job family at the closest FTE prior to layoff (which may result in a reduction of health benefits.) The Office of Human Resources will verify the employee's qualifications;

- J. If there is no less senior employee to displace within the employee's current job family and the employee has previously passed probation and still meets the current qualifications in a job classification within a different job family with a salary range which is lateral or lower than the employee's salary range prior to layoff, an employee shall displace the least senior employee in the previously held job classification with the same FTE prior to layoff;
- K. If there is no less senior employee to displace within the employee's previous job classification with the same FTE, the employee shall displace the least senior employee within the previous job classification with the highest FTE which maintains their level of health benefits prior to layoff;
- L. If there is no less senior employee to displace within the employee's previous job classification with a FTE that maintains their level of health benefits prior to layoff, the employee shall displace the least senior employee within the previous job classification at the closest FTE prior to layoff (which may result in a reduction of health benefits.)
- M. The displacement process continues until all displacement rights have been exhausted.

A unit member displaced by the operation of this layoff procedure shall have the same layoff and displacement rights as though he/she was being laid off.

If a vacant position exists in a classification into which an employee is bumping, the employee shall move into the vacant position.

Employees displaced by the operation of this layoff procedure may be required to serve a new probationary period.

SECTION 4. Reemployment Rights - Employees who have been laid off shall be placed on a reemployment list for thirty-nine (39) calendar months.

- A. Employees, who, through operations of this Article receive fewer hours or assignment to a lower classification, shall be placed on the re-employment list for an additional twenty-four (24) months for a total of sixty-three (63) months.
- B. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased

assigned time without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

- C. Offers of reemployment shall be delivered by certified mail to the last known address as recorded in the Office of Human Resources and shall be in the reverse order of the layoff as vacancies occur in the job families for which the laid off employee is qualified. When more than one employee was laid off on the same date, re-employment shall be based on seniority.
- D. Individuals on a re-employment list shall have up to ten (10) working days from the postmarked date of notice to accept or decline, in writing, the position being offered. An individual who has declined two (2) offers of reemployment relinquishes all reemployment rights. Failure to reply, in writing, to the notice within ten (10) working days will be considered a refusal and shall cause the individual's name to be permanently removed from the re-employment list. Individuals on the reemployment list are responsible for notifying the Office of Human Resources of a change in mailing address and/or phone number.
- E. If an individual on the reemployment list accepts the position being offered, the individual shall have up to ten (10) working days from the postmarked date of the notice to report for work. If the individual fails to return to work on the specified return date, all the reemployment rights are relinquished.
- F. Individuals, who are reemployed by the operation of this re-employment procedure, into a new classification, shall be required to serve a new probationary period. If an individual is reemployed in a new classification and fails to complete the probationary period in the new classification, he/she shall be returned to the reemployment list for the remainder of the 39 month period.
- G. An employee who elects separation in lieu of displacement or who voluntarily accepts reassignment to a vacant position, for which the employee is qualified, in another classification without exercising displacement rights shall maintain his/her reemployment rights under this Article.
- H. Individuals on the reemployment list are eligible to apply for job openings within the District.

SECTION 5. Salary Placement - An employee accepting a position in a lower classification or reduced hours or work year in lieu of layoff, shall maintain same level of health and welfare benefits for a period of one (1) calendar year from the effective date of the layoff and be placed on a step in the salary range of the lower classification which is nearest to, but not higher than the annual salary he/she would have earned in the former classification.

- A. In any case, the salary shall not exceed the maximum step of the current classification.
- B. The employee will retain his/her anniversary date for subsequent salary advancement.
- C. Salary increments based upon longevity shall continue to be paid in the new classification.

SECTION 6. Assignment to a Vacant Position - An employee who is qualified may be assigned by the District to a vacant position. The following conditions shall prevail:

- A. The District shall determine which positions are vacant.
- B. The District shall determine if the employee is qualified for the vacant position.
- C. An employee assigned to a vacant position shall have the same rights as an employee exercising his/her displacement rights.

SECTION 7. Reduction in Hours or Months

If there is a reduction in hours or months, in the work year, employees shall in order of seniority, be entitled to the maximum number of hours or months in available positions in his/her current classification.

The District shall notify the Association in writing of any impending reduction in hours or work year at least 60 days prior to Board of Trustees consideration of the proposed action. To the extent required by law the District shall negotiate the decision to reduce hours and/or months in the work year of bargaining unit members and the effects of such reductions.

SECTION 8. Notification of Impending Layoff - The District shall notify the Association in writing of any impending layoff or any reduction of hours/months at least 60 days prior to the Board of Trustees consideration of the proposed action. The District and CSEA shall meet to negotiate the effects of the layoff.

SECTION 9. Seniority List - The District shall maintain an updated list indicating the employees' current classification and will provide the seniority list to the Association and employees subject to layoff not less than (60) sixty calendar days prior to the effective date of the layoff.

An employee may dispute his/her seniority date by submitting a request, in writing, to the Office of Human Resources to have the date reviewed. Human Resources will respond to the request, in writing, and send copies to the Employee and the Association within 30 days.

If an error has been made, the seniority list will be corrected and sent to the

employee and the Association.

ARTICLE XX - TRANSFER PROCEDURES

- SECTION 1. Voluntary Transfer** - A voluntary transfer is the reassignment of a qualified employee, without examination, from one position to another position in the same class, or to a position in a similar or related class with the same salary range.
- SECTION 2. Internal Transfer Opportunity** - When a new position is created or an existing position becomes vacant, a transfer announcement will be posted, internally, for a minimum of five working days. Permanent classified employees, in the same classification as a vacant position who are interested in transferring to another department, need to apply for a transfer by completing an online internal transfer application. An employee must have satisfactorily completed a probation period to apply. Eligible employees that apply for a transfer will be given first opportunity to interview for the position.
- SECTION 3. Voluntary Demotion** - A permanent employee may request voluntary demotion to a related class with a lower maximum salary rate by filing a written notice with the Office of Human Resources.
- SECTION 4. Involuntary Transfers**
- A.** In cases of involuntary transfers to a vacant position, the least senior employee who possesses the necessary qualifications to perform the assignment as determined by management will be transferred.
 - B.** Any employee, who possesses the necessary qualifications to perform the assignment, may be subject to an involuntary transfer when it is mutually agreed upon by CSEA and the District that a transfer is in the best interest of the work environment.

ARTICLE XXI - PROFESSIONAL GROWTH

SECTION 1. Professional Growth – Professional growth is the ongoing process of improving knowledge, skills, and awareness through a variety of learning opportunities, such as college degrees, coursework, conferences, workshops and training sessions.

I. Purpose - The purpose of professional growth for classified employees is to:

A. Encourage employees to complete college/university, community college, adult school, and/or various other educational programs.

B. Encourage employees to update skills and/or knowledge relating to current positions.

C. Encourage employees to upgrade skills and/or knowledge for future career enhancements.

D. Encourage employee awareness and wellness.

II. Types of Professional Growth Objectives

A. Completion of Degree from an accredited college or university (AA/AS, BA/BS, MA/MS, Ph.D, Ed.D, etc.)

B. Job and/or career related Certificate (Educational or Industry Standard)

C. Job and/or career related Professional Enhancement courses or seminars

D. Job and/or career related Continuing or Adult Education courses

E. Campus or employee awareness and wellness activities.

SECTION 2. Attendance at Professional Growth Activities - In order to meet the operational needs of the department, attendance at all professional growth activities, during work hours, requires approval from the department manager/supervisor.

SECTION 3. Professional Growth Units – Professional growth units are approved hours for related activities converted into units that are used to calculate the professional growth stipend.

- I. **Professional Growth Unit Requirements** – To receive credit for professional growth units an employee is required to:
 - A. Successfully complete their probationary period.
 - B. Provide proof of attendance at professional growth activities. Employees must sign the proof of attendance form, as applicable, when attending campus professional growth activities.
 - C. Complete the CPGU Verification form for approved professional growth activities, including individual courses, and submit to the office of Human Resources. The form is available on the Classified Staff Development website and in the Collective Bargaining agreement (Appendix O). Individual courses require transcripts or certificates showing a passing grade of C or better or credit, as applicable.
 - D. Complete and submit the Employee Education Plan (EEP) for approval prior to taking courses. Upon completion of a course(s), the employee shall submit transcripts to the Office of Human Resources showing a passing grade of C or better or credit.
 - E. All requests for CPGUs need to be submitted within three years of the professional growth activity.
- II. **Professional Growth Unit Calculations** – Professional growth units are tabulated and approved by the Office of Human Resources and credited as follows:
 - A. Approved college courses completed with a passing grade of C or better or credit will receive four (4) professional growth units for each one (1) semester units or equivalent quarter units of class attendance.
 - B. Approved campus sponsored Staff Development professional growth activities will receive one (1) professional growth unit for each three (3) hours of professional growth activities.
 - C. Approved External and/or Offsite seminars, training sessions, conferences, workshops and other training opportunities: will receive one (1) professional growth unit for each three (3) hours of seminars, workshops, conferences, etc. up to a maximum of 8 hours per day.
 - D. Classified employees approved to conduct presentations and workshops shall receive two (2) hours for each one (1) hour of presentation.

SECTION 4. Professional Growth Stipend - Employees will receive a stipend as follows:

Employees will receive a stipend for every twenty (20) professional growth

units up to a maximum of two hundred and forty (240) professional growth credit units (Professional Growth stipend schedule in Appendix B3). Stipends shall end when an employee is reclassified or promoted to a job which salary exceeds the value of the previous base salary plus stipend by at least five percent (5%). When determining step placement, the employee shall be placed on a step not less than the value of five percent (5%) greater than the previous base salary plus stipend.

SECTION 5. Employee Education Plan (EEP) - An EEP is a plan that states clear educational goals, objectives, and a list of courses to achieve the stated goals and/or objectives and the timeline to complete the plan.

An EEP is only required when an employee is requesting District tuition reimbursement and/or CPGU credit for degree-related courses.

EEP Approval Process

- A.** Employees requesting tuition reimbursement and/or CPGU credit shall prepare an EEP, available online on the Classified Staff Development website and in the Collective Bargaining agreement (Appendix N). Employees shall submit the “Employee Education Plan” to the Office of Human Resources for approval.
- B.** The Office of Human Resources will review and notify the employee of the decision, in writing, within fifteen (15) days and keep the original plan on file.
- C.** The Classified Development Coordinator shall notify the Staff Development Governance Committee at its next scheduled meeting of all plans approved since its last meeting so that the approval can be reflected in the minutes.

SECTION 6. Appeal Process for an Employee Education Plan - An employee may appeal an Employee Education Plan that was denied to the Professional Growth Committee (see Section 11). The procedure for the appeal is as follows:

- A.** Within ten (10) working days, an employee shall submit a memo to the Office of Human Resources requesting an appeal of the District’s recommendation, if denied. The Office of Human Resources shall immediately notify the Chair of the Professional Growth Committee (PGC).
- B.** The Professional Growth Committee (PGC) will review the appeal and render a decision.
- C.** A written explanation of the decision shall be forwarded to the employee within ten (10) days.

- D. If the appeal is not granted, the employee may forward it to the Superintendent/President for a final decision.
- E. The Superintendent/President shall communicate the decision, in writing to the employee, the Office of Human Resources, and the PGC within twenty (20) days.

SECTION 7. Tuition Reimbursement Eligibility - Only completed college courses will be considered for tuition reimbursement.

- A. Employees taking approved classes on District time or on the employee's own time (Personal Necessity Time, Vacation Time, Personal Time Without Pay, and Non-duty Time) are eligible to receive tuition reimbursement subject to budget limitations.
- B. An employee cannot receive staff development funds under this Article for tuition reimbursement if the employee is receiving reimbursement from any other source for the same activity.

SECTION 8. Tuition Reimbursement Procedures

- A. Upon completion of approved courses, classes, seminars, or job-related training, it is the responsibility of the employee to provide verification of completion with a transcript or acceptable certificate of completion and the Tuition Reimbursement Form to the Classified Development Coordinator. Within ten (10) days, the Office of Human Resources and the Classified Development Coordinator shall verify the documentation, approve reimbursements within established budgetary guidelines, and send verification of earned CPGUs to the employee. The employee shall receive a reimbursement check within fifteen (15) days from Accounts Payable upon receiving the expenditure approval. Tuition is reimbursed up to \$300 per employee, per academic year.

SECTION 9. Approved Course Sites - Approved course work may be taken at:

- A. Any accredited college/university
- B. Any accredited community college
- C. Any state approved private industry school
- D. Any approved seminar site or school

SECTION 10. Courses Allowed – Any number of courses may be taken during an employee's non-duty time. A permanent employee may take up to two (2) courses per semester, during their working hours, providing the following conditions are met:

- A. Operational needs of the employee's department are met.

- B.** The courses are taken according to the provisions set forth by the PGC.
- C.** An employee may be excused from duty to take one (1) approved course or class a semester on district time.
- D.** An employee may also take a second course or class using one (1) or a combination of the following time plans:
 - 1. Personal Necessity Leave
 - 2. Vacation Time
 - 3. Personal Time Without Pay

Request for time-off for any Professional Development Courses must be approved by the Supervisor. If a time schedule cannot be agreed upon, CSEA and the District shall meet to discuss a resolution.

SECTION 11. Professional Growth Committee - The Professional Growth Committee convenes as needed to ensure that the greater majority of all problems and unaddressed contingencies are dealt with by a knowledgeable group during the program's operation. The Professional Growth Committee shall be composed of five (5) people. All appointments will be for a two (2) year term.

- A.** CSEA will appoint two (2) classified employees.
- B.** The Superintendent/President will appoint two (2) managers: one (1) classified and one (1) certificated.
- C.** The appointed members will mutually select one (1) confidential employee.
- D.** The Vice President of Human Resources or designee and Classified Development Coordinator will serve as non-voting resource members.

ARTICLE XXII – CONTRACTING OUT

SECTION 1. Restriction on Contracting Out - During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed by classified employees in the bargaining unit unless permanent personnel are not available to meet emergencies or normal and recurring employment needs and all other provisions set forth in Education Code 88003.1. The District shall notify the CSEA Chapter President, or designee, in writing of the District's intention to contract out.

SECTION 2. Bargaining Unit Work - No supervisory or management employee may perform any work within the job description of a bargaining unit employee which will result in the displacement, reduction of hours, transfer or reassignment of any bargaining unit employee. When contractors are utilized, duties that are assigned to a current classified employee shall not be assigned to the contractors, unless the District and CSEA meet and confer.

Contractors will have a defined Scope of Work for each job assigned. Contractors shall not be hired to address ongoing workload increase for any classified employee.

SECTION 3. Emergencies – The District may contract out work without prior notification due to emergency conditions that may prevent the stoppage of public business which may include but is not limited to:

- A. Sudden and unexpected turn of events calling for immediate action such as fire, flood, impassable roads, an epidemic, an earthquake resulting in damage, and the imminence of a major safety hazard.
- B. The need to make immediate repairs because of the unexpected breakage or malfunction of essential equipment when the repairs cannot be made by unit members on either a regular, overtime basis, or callback basis.

SECTION 4. Terms of Contract Service – If the term of the contract service exceeds 60 working days, the staffing needs of the department must be reassessed for additional permanent staffing.

SECTION 5. Community Service Workers - The District agrees to refrain from the utilization of Community Service Workers referred by the Courts or any other program for any purpose which would displace permanent classified employees. Such workers shall be closely supervised to maintain the safety of District employees and security of District property.

ARTICLE XXIII – SAFETY CONDITIONS

- SECTION 1. Performing Work** - Employees shall not be required to work under unsafe conditions or to perform tasks that are unsafe. The District shall make every reasonable effort to provide employment and working conditions which are as safe and healthy as the nature of the employment and assigned duties permit. Bargaining unit members shall make every reasonable effort to perform work safely.
- SECTION 2. Reporting Unsafe Conditions** - Any bargaining unit member who observes a working condition that is unsafe and/or that may endanger their health or the health of others shall report the condition to their immediate supervisor, orally or in writing, including the grounds for believing the condition is unsafe. A bargaining unit member shall not be discriminated against for reporting an unsafe condition in accordance with Section 1.
- SECTION 3. Policies and Regulations** - The District shall maintain Board Policies and Administrative Regulations that define and commit to providing a safe, nondiscriminatory, sexual harassment-free, and violence-free work environment. The adopted Board Policies and Administrative Regulations may be accessed at Glendale.edu.
- SECTION 4. Required Equipment and Sanitation Supplies**
- A. Required Equipment: The District shall provide and maintain all required safety equipment and materials, including any safety attire that the District may require of certain departments, to meet regulatory safety standards necessary for bargaining unit members to complete their assigned duties in a safe and healthy manner.
 - B. Sanitation Supplies: The District shall also ensure that its facilities have the necessary sanitation supplies such as soap and water, disposable towels or tissues, hand sanitizer, appropriate face coverings, and other sanitation supplies deemed necessary by the District for bargaining unit members to complete their assigned duties in a safe and healthy manner.
- SECTION 5. Safety Training and Release Time**
- A. Safety Training: The District shall provide bargaining unit members with mandatory job-related safety training (i.e. tools and equipment, occupational hazards, emergency response, first aid, handling of toxic materials, asbestos abatement, clean-up of bodily fluids) to safely and effectively perform their assigned duties. The District

shall also train bargaining unit members, working onsite, in public health measures, hygiene, and sanitation to help prevent the spread of pandemic flus.

B. Release Time: Bargaining unit members shall be released to attend these trainings which shall be provided during their normal working hours. Bargaining unit members who work evening or night shifts, shall receive appropriate compensation for receiving this training if they are required to attend a training that is not during their normal working hours.

SECTION 6. Security/Disaster/Evacuation Plans - The District shall make available to all bargaining unit members current plans and procedures regarding campus security, evacuation procedures/routes, disasters, etc. to ensure that all bargaining unit members are fully informed and have the expectation for a safe working environment.

SECTION 7. Campus Evacuation - If an evacuation of District property is ordered, bargaining unit members shall not suffer a loss of pay during the period of such evacuation.

SECTION 8. Safety and Supervision –The District shall strive to provide proper on-campus supervision and campus police protection when bargaining unit members are on duty.

A. Cameras

By September 1st of each year, the District shall provide CSEA with a list of all cameras and their locations on District properties

1. Camera recordings (digital and printed) may only be accessed by the Glendale Community College District's Police Department, the Superintendent/President or designee, and/or the Districts' legal counsel for the sole purpose of investigating alleged criminal activity.
2. Camera recordings of bargaining unit members shall only be used in cases of alleged criminal activity, and not for evaluations or disciplinary actions.
3. All District properties shall display sufficient signage throughout indicating that security cameras are recording.

B. Digital Locks

1. Digital lock data may only be accessed by the Glendale Community College District's Police Department, the Superintendent/President or designee, and/or the

Districts' legal counsel for the sole purpose of investigating alleged criminal activity.

2. Digital lock data recording the coming and going of bargaining unit members shall only be used in cases of alleged criminal activity, and not for evaluations or disciplinary actions.

ARTICLE XXIV – RETIREMENT

SECTION 1. Early Retirement Health Benefits - The District will pay up to a maximum of ten thousand two hundred dollars (\$10,200) per fiscal year for the medical, dental and vision insurance of the retiring employee and his/her spouse, domestic partner, or eligible dependent, providing the following conditions are met:

- A. The employee must have been employed as a regular employee for nine (9) or more years of consecutive service in the District immediately prior to retirement.
- B. The employee must have been eligible and covered under one (1) of the District sponsored medical, dental or vision insurance plans in force immediately prior to retirement.
- C. To be eligible for this benefit, the employee must retire at or after age fifty-five (55) but before age sixty-five (65).
- D. Employees who elect coverage under provisions of this Section shall notify the District Accounting Office at the time of retirement and annually thereafter.

The District will pay the premium to the medical, dental, and vision company with which the employee was covered at the time of retirement. Such payment shall begin for the retiring employee beginning at the time of retirement or at the beginning of the following year of coverage, whichever is applicable. The District will cease payment of medical insurance premium when the employee reaches the age of sixty-five (65).

The retired employee may also elect to pay the premium for his/her dependents, starting at age fifty-five (55) until the age of sixty-five (65). Payments must be made directly to the District Accounting Office.

The initial payment shall be received on or before September 1 of each year and continued on a regular monthly basis for a total of ten (10) payments, with the additional payments to be received on or before the first (1st) day of the months of October through June of each year. Failure to make payments may result in the cancellation of retiree benefits.

For employees retiring between the age of fifty-five (55) and sixty (60), one (1) additional year of premiums for medical, dental and vision insurance coverage, as outlined in this section, will be paid by the District.

The years of coverage are illustrated in the chart below:

| Retirement Age | Maximum age of Coverage | Years of Coverage |
|----------------|-------------------------|-------------------|
| 55 | 70 | 15 |
| 56 | 69 | 13 |
| 57 | 68 | 11 |
| 58 | 67 | 9 |
| 59 | 66 | 7 |
| 60 | 65 | 5 |
| 61 | 65 | 4 |
| 62 | 65 | 3 |
| 63 | 65 | 2 |
| 64 | 65 | 1 |
| 65 | 65 | 0 |

SECTION 2. Cash in lieu of Early Retirement Benefits

- A. A retiree who has elected medical, dental and vision plans provided by another agency and chooses not to participate in the Districts paid program, may choose one of the following:
 - 1. A payment toward the premiums of the CALPERS Long Term Care Program for the retired employee and his/her eligible spouse. In the event the premiums for the CALPERS program exceed \$10,200, the employee must provide the District with a check for the difference prior to the annual premiums.
 - 2. A payment equal to fifty percent (50%) of the value of the existing medical, dental and vision allowance. The payment shall be two installments occurring in January and July. Each installment shall be for the previous six month period. The option is only valid if the retiree opts out of all three plans (medical, dental, vision).
- B. A retired employee who chooses the cash in lieu benefit shall complete and sign the "Opt-out District Health Plan Agreement" at least 45 days before the benefit is to begin. Retiree participation always begins on the first day of the month and ends on the last day of the month of either the retiree's death or sixty-fifth birthday.
- C. In the event a retiree loses medical, dental and vision benefits from the other agency, he/she may re-enroll in the District's plan if proof of termination is provided to the District within 30 days of loss of coverage from the other plan. The effective date of the re-enrollment will be on the first day of the following month. If receipt of notification is provided after the 30 day period, the retiree must wait until the next open enrollment period for coverage in the District's plan.

SECTION 3. District Obligation Under this Article - The District's obligations under this Article are limited to payment of the premiums or sums indicated above. All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans, and are to be resolved between the carrier and the unit member. All disputes with respect to the carriers' administration of such programs are not the responsibility of the District, and are not subject to the grievance and arbitration procedures of Article VI of this Agreement.

SECTION 4. Supplemental Medical Coverage - The District shall contribute two hundred dollars (\$200) a month toward supplemental medical coverage for retired employees who have worked for the District nine (9) or more years. This payment shall be made in a lump sum at the beginning of the fiscal year for a ten (10) year period. This provision is not retroactive.

SECTION 5. The District shall inform all Cal-PERS retirees, prior to re-employment that they need to contact Cal-PERS to ensure that their re-employment by the District does not negatively impact their retirement.

SECTION 6. Retirement Benefits

Employees retiring shall be eligible for the following:

- A. Lifetime use of GCC email account
- B. Card for free admission to all GCC student performances and athletic events
- C. Lifetime GCC Library card
- D. Lifetime use of the Fitness Center during operational hours
- E. Lifetime exemption from all college authorized, permissive student fees, health fee, and student ID fee
- F. Parking permit

ARTICLE XXV – CONCERTED ACTIVITIES

- SECTION 1. Work Stoppage** - Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents, or representatives, or persons acting in concert with any of them, shall incite, encourage, participate in or condone any strike, sickout, walkout, slowdown, or other work stoppage of any nature whatsoever during the life of this Agreement for any cause or dispute whatsoever, without regard to whether their underlying dispute is subject to the grievance provisions of Article VI or to PERB proceedings, or to the other proceedings. In the event of any such work stoppage or threat thereof, the Association and its officers, agents and representatives shall take all reasonable steps within their control to end it or discourage it.
- SECTION 2. Encouraging or Participating in Work Stoppage** - Any employee who incites, encourages or participates in any such work stoppage (See Section 1) shall be subject to discipline, to and including termination.
- SECTION 3. Lockout** - The District shall not engage in any lockout of employees during the life of this Agreement. A lockout is a refusal to permit employees to perform previously assigned work in an effort to force bargaining concessions from the Association; it does not include matters such as layoffs, program curtailments, or emergency shutdowns.

ARTICLE XXVI – DURATION AND TERMINATION

SECTION 1. Effective Date - This Agreement shall be for a three-year duration becoming effective as of July 1, 2018, and continuing through June 30, 2021.

SECTION 2. Limited Re-openers - No later than August 15 in each year of this Agreement, either party may submit initial proposals to re-open two (2) Articles in addition to Article VIII-Wages, Article IX Health and Welfare Benefits and Article XVIII-Disciplinary Procedures. Additional re-openers may be considered if mutually agreed to by both parties. Initial proposals must be sunshined at the next available Board of Trustees in order to commence negotiations no later than October 1 of each year.

During the duration of this Agreement both parties agree in principle to review the contract layout and to consolidate sections or unnecessary sections without changing the content of the Agreement.

Such limited re-openers shall not affect the validity or duration of this Agreement. Such limited re-opener negotiations shall be subject to the negotiations obligations of the E.E.R.A. and are not subject to the Grievance Procedures (Article VI).

SECTION 3. Remains in Effect - If the parties have not reached an agreement on or before the anniversary date, or the re-opener date, all provisions of this Agreement shall remain in effect, unless the Agreement is specifically terminated in accordance with the provisions listed below.

SECTION 4. Intent to Terminate - At any time after the anniversary date, if no agreement has been reached, either party may give written notice to the other of intent to terminate the Agreement in not less than ten (10) days. All provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During this period, attempts to reach an agreement shall be continued.

SECTION 5. Termination of Agreement - If the parties have failed to resolve their differences when the specified time, provided in Section 4 above, has elapsed, all obligations under this Agreement are automatically canceled.

APPENDIX "A1"
GLENDALE COMMUNITY COLLEGE DISTRICT
AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS - BLUE SHIELD

SECTION ONE

I, and _____ are domestic partners, and:
(Name of Domestic Partner)

1. Each of the domestic partners are eighteen (18) years of age or older.
2. The domestic partners share a close personal relationship and are responsible for each other's common welfare.
3. The domestic partners are each other's sole domestic partner.
4. The domestic partners are not married to anyone nor have had another domestic partner within the prior six months.
5. The domestic partners are not related by blood closer than would bar marriage in the State of California.
6. The domestic partners share the same regular and permanent residence, with the current intent to continue doing so indefinitely.
7. The domestic partners are jointly financially responsible for "basic living expenses", defined as the cost of basic food, shelter, and any other expenses of a domestic partner which the partner qualified because of the domestic partnership. (Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.)
8. The domestic partners were mentally competent to consent to the contract when our domestic partnership began.

APPENDIX "A2"

AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERS - KAISER

SECTION ONE

I, and _____ are domestic partners, and we:
(Name of Domestic Partner)

1. are each eighteen (18) years of age or older;
2. share a close personal relationship and are responsible for each other's common welfare;
3. are each other's sole domestic partner;
4. are not married to anyone nor have had another domestic partner within the prior six months;
5. are not related by blood closer than would bar marriage in the State of California;
6. share the same regular and permanent residence, with the current intent to continue doing so indefinitely;
7. are jointly financially responsible for "basic living expenses", defined as the cost of basic food, shelter, and any other expenses of a domestic partner which the partner qualified because of the domestic partnership. (Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.)
8. were mentally competent to consent to the contract when our domestic partnership began;

SECTION TWO

1. I understand that my domestic partner is eligible for enrollment at the time of my hire or throughout the year based on the same eligibility criteria used for other dependents.
2. I understand that this affidavit shall be terminated upon the death of my domestic partner or by a change in circumstance attested to in this Affidavit.
3. I agree to provide written notice to my payroll/personnel representative if there is any change of circumstances attested to in this Affidavit within 30 days of the change by filing a Statement of Termination of Domestic Partnership.

APPENDIX "B1"

CLASSIFIED EMPLOYEES MONTHLY SALARY SCHEDULE

Click the following link for the updated salary schedule.

www.glendale.edu/salaryschedules

Appendix "C"
CLASSIFIED CLASSIFICATIONS AND SALARY RANGES

Classifications and Ranges – The Classified classifications (job titles) and salary ranges are listed below. The District shall have the right to create new positions as needed.

| ADMINISTRATIVE SERVICES FAMILY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 5px;"><u>Accounting Series</u></th> <th style="text-align: right; padding: 5px;">Range</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">Accounting Clerk</td><td style="text-align: right; padding: 5px;">22</td></tr> <tr><td style="padding: 5px;">Senior Accounting Clerk</td><td style="text-align: right; padding: 5px;">27</td></tr> <tr><td style="padding: 5px;">Student Fees Assistant Technician</td><td style="text-align: right; padding: 5px;">27</td></tr> <tr><td style="padding: 5px;">Accounting Technician</td><td style="text-align: right; padding: 5px;">31</td></tr> <tr><td style="padding: 5px;">Employee Benefits Technician</td><td style="text-align: right; padding: 5px;">31</td></tr> <tr><td style="padding: 5px;">Payroll Technician</td><td style="text-align: right; padding: 5px;">31</td></tr> <tr><td style="padding: 5px;">Student Employment Services Technician</td><td style="text-align: right; 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padding: 5px;">17</td></tr> <tr><td style="padding: 5px;">Office Assistant III</td><td style="text-align: right; padding: 5px;">20</td></tr> <tr><td style="padding: 5px;">Faculty Development Assistant</td><td style="text-align: right; padding: 5px;">23</td></tr> <tr><td style="padding: 5px;">Administrative Assistant I</td><td style="text-align: right; padding: 5px;">24</td></tr> <tr><td style="padding: 5px;">Administrative Assistant II</td><td style="text-align: right; padding: 5px;">27</td></tr> <tr><td style="padding: 5px;">Administrative Assistant III</td><td style="text-align: right; padding: 5px;">31</td></tr> <tr><td colspan="2" style="padding: 5px;"> </td></tr> <tr><td style="padding: 5px;">Governance Office Coordinator</td><td style="text-align: right; padding: 5px;">31</td></tr> </tbody> </table> | <u>Accounting Series</u> | Range | Accounting Clerk | 22 | Senior Accounting Clerk | 27 | Student Fees Assistant Technician | 27 | Accounting Technician | 31 | Employee Benefits Technician | 31 | Payroll Technician | 31 | Student Employment Services Technician | 31 | Student Fees Technician | 31 | Grants Accounting Specialist | 33 | Accountant Foundation | 36 | Assistant District Accountant | 40 | Foundation Accountant & Business Operation Specialist | 42 | <u>Administrative Services Series</u> | | Office Assistant I | 14 | College Information Operator | 16 | Office Assistant II | 17 | Office Assistant III | 20 | Faculty Development Assistant | 23 | Administrative Assistant I | 24 | Administrative Assistant II | 27 | Administrative Assistant III | 31 | | | Governance Office Coordinator | 31 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 5px;"><u>Administrative Services Series (continued)</u></th> <th style="text-align: right; padding: 5px;">Range</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">Instructional Services Specialist</td><td style="text-align: right; padding: 5px;">31</td></tr> <tr><td style="padding: 5px;">Instructional Support Specialist</td><td style="text-align: right; padding: 5px;">31</td></tr> <tr><td colspan="2" style="padding: 5px;"> </td></tr> <tr><td colspan="2" style="padding: 5px;"><u>Marketing Series</u></td></tr> <tr><td style="padding: 5px;">Graphic Designer</td><td style="text-align: right; padding: 5px;">32</td></tr> <tr><td style="padding: 5px;">Public Information Coordinator</td><td style="text-align: right; padding: 5px;">36</td></tr> <tr><td style="padding: 5px;">Sports Information and Development Coordinator</td><td style="text-align: right; padding: 5px;">36</td></tr> <tr><td style="padding: 5px;">Computer Graphics Analyst</td><td style="text-align: right; padding: 5px;">40</td></tr> <tr><td style="padding: 5px;">Web Coordinator</td><td style="text-align: right; padding: 5px;">40</td></tr> <tr><td colspan="2" style="padding: 5px;"> </td></tr> <tr><td colspan="2" style="padding: 5px;"><u>Business Services Series</u></td></tr> <tr><td style="padding: 5px;">Business Services Technician</td><td style="text-align: right; padding: 5px;">31</td></tr> <tr><td style="padding: 5px;">Senior Business Services Technician</td><td style="text-align: right; padding: 5px;">35</td></tr> <tr><td colspan="2" style="padding: 5px;"> </td></tr> <tr><td colspan="2" style="padding: 5px;"><u>Mail Services Series</u></td></tr> <tr><td style="padding: 5px;">Mail Services Worker</td><td style="text-align: right; padding: 5px;">15</td></tr> <tr><td style="padding: 5px;">Senior Mail Services Worker</td><td style="text-align: right; padding: 5px;">22</td></tr> <tr><td colspan="2" style="padding: 5px;"> </td></tr> <tr><td colspan="2" style="padding: 5px;"><u>Document Services Series</u></td></tr> <tr><td style="padding: 5px;">Senior Document Services Assistant</td><td style="text-align: right; padding: 5px;">24</td></tr> <tr><td style="padding: 5px;">Lead Reprographics Technician</td><td style="text-align: right; padding: 5px;">27</td></tr> <tr><td colspan="2" style="padding: 5px;"> </td></tr> <tr><td colspan="2" style="padding: 5px;"><u>Human Resources Series</u></td></tr> <tr><td style="padding: 5px;">Human Resources Assistant</td><td style="text-align: right; padding: 5px;">23</td></tr> <tr><td style="padding: 5px;">Human Resources Generalist</td><td style="text-align: right; padding: 5px;">31</td></tr> <tr><td style="padding: 5px;">Senior Human Resources Generalist</td><td style="text-align: right; padding: 5px;">36</td></tr> </tbody> </table> | <u>Administrative Services Series (continued)</u> | Range | Instructional Services Specialist | 31 | Instructional Support Specialist | 31 | | | <u>Marketing Series</u> | | Graphic Designer | 32 | Public Information Coordinator | 36 | Sports Information and Development Coordinator | 36 | Computer Graphics Analyst | 40 | Web Coordinator | 40 | | | <u>Business Services Series</u> | | Business Services Technician | 31 | Senior Business Services Technician | 35 | | | <u>Mail Services Series</u> | | Mail Services Worker | 15 | Senior Mail Services Worker | 22 | | | <u>Document Services Series</u> | | Senior Document Services Assistant | 24 | Lead Reprographics Technician | 27 | | | <u>Human Resources Series</u> | | Human Resources Assistant | 23 | Human Resources Generalist | 31 | Senior Human Resources Generalist | 36 |
| <u>Accounting Series</u> | Range | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Accounting Clerk | 22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Senior Accounting Clerk | 27 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Student Fees Assistant Technician | 27 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Accounting Technician | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Employee Benefits Technician | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Payroll Technician | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Student Employment Services Technician | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Student Fees Technician | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Grants Accounting Specialist | 33 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Accountant Foundation | 36 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Assistant District Accountant | 40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Foundation Accountant & Business Operation Specialist | 42 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Administrative Services Series</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Office Assistant I | 14 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| College Information Operator | 16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Office Assistant II | 17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Office Assistant III | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Faculty Development Assistant | 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Administrative Assistant I | 24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Administrative Assistant II | 27 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Administrative Assistant III | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Governance Office Coordinator | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Administrative Services Series (continued)</u> | Range | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Instructional Services Specialist | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Instructional Support Specialist | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <u>Marketing Series</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Graphic Designer | 32 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Public Information Coordinator | 36 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sports Information and Development Coordinator | 36 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Computer Graphics Analyst | 40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Web Coordinator | 40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <u>Business Services Series</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Business Services Technician | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Senior Business Services Technician | 35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <u>Mail Services Series</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mail Services Worker | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Senior Mail Services Worker | 22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <u>Document Services Series</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Senior Document Services Assistant | 24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lead Reprographics Technician | 27 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <u>Human Resources Series</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Human Resources Assistant | 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Human Resources Generalist | 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Senior Human Resources Generalist | 36 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| ATHLETICS FAMILY | | | | | | | | | | | | | |
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| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 5px;"><u>Athletic Equipment Series</u></th> <th style="text-align: right; padding: 5px;">Range</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">Athletic Equipment Attendant</td><td style="text-align: right; padding: 5px;">18</td></tr> </tbody> </table> | <u>Athletic Equipment Series</u> | Range | Athletic Equipment Attendant | 18 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 5px;"><u>Athletic Trainer Series</u></th> <th style="text-align: right; padding: 5px;">Range</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">Assistant Athletic Trainer</td><td style="text-align: right; padding: 5px;">21</td></tr> <tr><td style="padding: 5px;">Fitness Center Technician</td><td style="text-align: right; padding: 5px;">28</td></tr> <tr><td style="padding: 5px;">Athletic Trainer</td><td style="text-align: right; padding: 5px;">35</td></tr> </tbody> </table> | <u>Athletic Trainer Series</u> | Range | Assistant Athletic Trainer | 21 | Fitness Center Technician | 28 | Athletic Trainer | 35 |
| <u>Athletic Equipment Series</u> | Range | | | | | | | | | | | | |
| Athletic Equipment Attendant | 18 | | | | | | | | | | | | |
| <u>Athletic Trainer Series</u> | Range | | | | | | | | | | | | |
| Assistant Athletic Trainer | 21 | | | | | | | | | | | | |
| Fitness Center Technician | 28 | | | | | | | | | | | | |
| Athletic Trainer | 35 | | | | | | | | | | | | |

| CAMPUS SECURITY FAMILY | | | | | | | | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------|------------------------------------------|----|------------------------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------|----------------|----|-----------------|----|
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 5px;"><u>Campus Police Series</u></th> <th style="text-align: right; padding: 5px;">Range</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">Police Communication & Record Specialist</td><td style="text-align: right; padding: 5px;">26</td></tr> <tr><td style="padding: 5px;">Police Officer Trainee</td><td style="text-align: right; padding: 5px;">29</td></tr> </tbody> </table> | <u>Campus Police Series</u> | Range | Police Communication & Record Specialist | 26 | Police Officer Trainee | 29 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 5px;"><u>Campus Police Series (continued)</u></th> <th style="text-align: right; padding: 5px;">Range</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">Police Officer</td><td style="text-align: right; padding: 5px;">37</td></tr> <tr><td style="padding: 5px;">Police Corporal</td><td style="text-align: right; padding: 5px;">42</td></tr> </tbody> </table> | <u>Campus Police Series (continued)</u> | Range | Police Officer | 37 | Police Corporal | 42 |
| <u>Campus Police Series</u> | Range | | | | | | | | | | | | |
| Police Communication & Record Specialist | 26 | | | | | | | | | | | | |
| Police Officer Trainee | 29 | | | | | | | | | | | | |
| <u>Campus Police Series (continued)</u> | Range | | | | | | | | | | | | |
| Police Officer | 37 | | | | | | | | | | | | |
| Police Corporal | 42 | | | | | | | | | | | | |

| COMPUTER FAMILY | | | |
|-----------------------------------------------------|----|-------|--|
| <u>Computer Labs Series</u> | | Range | |
| Assistant Computer Lab Technician | 24 | | |
| Computer Lab Technician | 30 | | |
| Senior Computer Lab Technician | 36 | | |
| Engineering Lab Specialist | 40 | | |
| <u>Computing Series</u> | | | |
| Computer Graphics Analyst | 40 | | |
| Web Coordinator | 40 | | |
| Network Administrator | 44 | | |
| Database Administrator | 48 | | |
| Computer System Administrator | 48 | | |
| | | | |
| <u>Information Technology Support Series</u> | | Range | |
| IT Support Specialist | 36 | | |
| Senior IT Support Specialist | 40 | | |
| | | | |
| <u>Instructional Computer Labs Series</u> | | | |
| Assistant Instructional Computer Lab Technician | 23 | | |
| Instructional Computer Lab Technician | 28 | | |
| Senior Instructional Computer Lab Technician | 33 | | |
| | | | |
| <u>Programming Series</u> | | | |
| Programmer/Analyst | 44 | | |
| Programmer/Analyst II | 46 | | |

| FACILITIES FAMILY | | | |
|--------------------------------------|----|-------|--|
| <u>Custodial Series</u> | | Range | |
| Custodian | 16 | | |
| Senior Custodian | 20 | | |
| Utility Worker | 22 | | |
| Head Custodian | 24 | | |
| Lead Utility Worker | 28 | | |
| Senior Head Custodian | 29 | | |
| | | | |
| <u>Gardening Series</u> | | | |
| Gardener | 18 | | |
| Head Gardener | 24 | | |
| | | | |
| <u>Maintenance Series</u> | | Range | |
| Skilled Crafts Maintenance Worker I | 29 | | |
| HVAC Technician | 34 | | |
| Electrician | 34 | | |
| Plumber | 34 | | |
| Lock Smith | 34 | | |
| Skilled Crafts Maintenance Worker II | 34 | | |
| | | | |
| <u>Receiving Series</u> | | | |
| Warehouse Worker | 22 | | |
| Lead Warehouse Worker | 29 | | |

| FOOD SERVICES FAMILY | | | |
|------------------------------------|----|-------|--|
| <u>Food Services Series</u> | | Range | |
| Cook | 10 | | |
| Lead Food Services Worker | 15 | | |
| | | | |
| | | | |
| | | | |

| INSTRUCTIONAL ASSISTANCE FAMILY | | | |
|-------------------------------------------------------|----|-------|--|
| <u>Child Development Series</u> | | Range | |
| Child Dev. Center Front Desk Assistant | 12 | | |
| Early Childhood Educator | 17 | | |
| Master Early Childhood Educator | 26 | | |
| <u>Instructional Assistant Series</u> | | | |
| Instructional Aid | 12 | | |
| DSPS Student Assistant | 17 | | |
| Assistant Instructional Lab Technician | 23 | | |
| Assistant Science Lab Technician | 23 | | |
| Emergency Medical Lab Technician | 25 | | |
| Ceramic/Art Lab Technician | 28 | | |
| Instructional Lab Technician | 28 | | |
| Nursing Resources Lab Assistant | 28 | | |
| Photography/Art Lab Technician | 28 | | |
| Science Lab Tech | 28 | | |
| Senior Instructional Lab Technician | 33 | | |
| Computer Administrator Planetarium Tech Specialist | 44 | | |
| <u>Instructional Technology Support Series</u> | | Range | |
| Assistant Instructional Technology Support Specialist | | 23 | |
| Instructional Technology Support Specialist | | 38 | |
| <u>Library Series</u> | | | |
| Library and Learning Support Assistant | | 17 | |
| Library Technician I | | 23 | |
| Library Technician II | | 25 | |
| Library Computer Systems Coordinator | | 40 | |
| <u>Performing Arts Series</u> | | | |
| Performing Arts Assistant Technician | | 22 | |
| Performing Arts Technician | | 30 | |

RESEARCH & SUPPORTING FAMILY

Research Series

Planning and Research Analyst 38

| | | | |
|-----------------------------------------------------|----|-------|--|
| <u>Admission & Records Series</u> | | Range | |
| Enrollment Services Assistant | 18 | | |
| Enrollment Services Technician | 23 | | |
| Enrollment Services Shift Lead | 27 | | |
| Enrollment Service Support Technician | 31 | | |
| Veterans Center Coordinator | 31 | | |
| Senior Enrollment Services Specialist | 36 | | |
| Senior Enrollment Services Support Technician | 36 | | |
| <u>Financial Aid Series</u> | | | |
| Financial Aid Data Assistant | 21 | | |
| Financial Aid Assistant Technician | 23 | | |
| Financial Aid Audit Technician | 30 | | |
| Financial Aid Technician | 31 | | |
| Senior Financial Aid Technician | 36 | | |
| <u>Operations Analyst Series</u> | | | |
| Operations Analyst | 40 | | |
| <u>Interpreter Series</u> | | | |
| Lead Interpreter/Coordinator | 36 | | |
| <u>Student Services Series</u> | | Range | |
| Student Services Assistant I | | 17 | |
| Student Assessment Assistant | | 20 | |
| Student Services Assistant II | | 23 | |
| Student Assessment Technician | | 26 | |
| Student Services Technician | | 31 | |
| Senior Student Services Technician | | 35 | |
| Student Services Program Coordinator | | 36 | |
| Senior Coordinator International Student Program | | 38 | |
| Senior Coordinator Student Services Program | | 38 | |
| <u>Assistive Technology Support Services</u> | | | |
| Alternate Media Service Provider | | 38 | |
| <u>Student Support Clerk Series</u> | | | |
| Health Clerk | | 10 | |
| Health Clerk II | | 17 | |
| Program Assistant | | 17 | |
| Nursing Program Specialist | | 28 | |
| Program Specialist | | 28 | |
| <u>Nursing Series</u> | | | |
| Nurse Associate | | 37 | |



**APPENDIX “D1”
2018-2019 CLASSIFIED EMPLOYEES WORK CALENDAR**

| MONTH | HOLIDAY | College Closed | DAYS IN PAID SERVICE |
|-------------------------------------|----------------------------------------------------------------------|----------------|----------------------|
| JULY | 07/04/18 | | 21 |
| AUGUST | | | 23 |
| SEPTEMBER | 09/03/18 | | 19 |
| OCTOBER | | | 23 |
| NOVEMBER | 11/12/18 11/22/18 11/23/18 | 11/24/18* | 19 |
| DECEMBER | 12/24/18 12/25/18 12/26/18 12/27/18 12/28/18 12/31/18 | 12/29/18* | 15 |
| JANUARY | 01/01/19 01/21/19 | | 21 |
| FEBRUARY | 02/15/19 02/18/19 | | 18 |
| MARCH | | | 21 |
| APRIL | 04/1/19 | | 21 |
| MAY | 05/27/19 | | 22 |
| JUNE | | | 20 |
| TOTAL DAYS IN PAID SERVICE = | | | 243 |

9 MONTH EMPLOYEES work from 07/01/18 - 06/30/19

- Vacation days shall be used for Spring break (4/15/19 – 4/20/19) and December non-work days.
- 9 month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

10 MONTH EMPLOYEES work from 07/01/18 - 06/30/19

- Vacation days shall be used for Spring break (4/15/19 – 4/20/19)
- 10 month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

11 MO EMPLOYEES work from 07/01/18 - 06/30/19

- 11 month employees take the equivalent of one months (consecutive weeks) off between the months of June and August.

12 MO EMPLOYEES work from 07/01/18 - 06/30/19

*Employees scheduled to work on a Saturday, when the college is closed, shall revert to a Monday – Friday work schedule the week prior or after the college closure. The rescheduled work hours should be within 15 days with mutual agreement between the employee and supervisor.

Note: Employees and supervisors can use the flex language of Article VII, Section 3(B) to provide for using in-lieu days for employees not directly attached to the Academic Calendar requirements.

**APPENDIX “D1”
2019-2020 CLASSIFIED EMPLOYEES WORK CALENDAR**

| MONTH | HOLIDAY | College Closed | DAYS IN PAID SERVICE |
|-------------------------------------|----------------------------------------------------------|-----------------------|-----------------------------|
| JULY | 07/04/19 | | 22 |
| AUGUST | | | 22 |
| SEPTEMBER | 09/03/19 | | 20 |
| OCTOBER | | | 23 |
| NOVEMBER | 11/11/19 11/28/19 11/29/19 | 11/30/19* | 18 |
| DECEMBER | 12/24/19 12/25/19 12/26/19 12/27/19 12/31/19 | 12/28/19* | 16 |
| JANUARY | 01/01/20 01/20/20 | | 21 |
| FEBRUARY | 02/14/20 02/17/20 | | 18 |
| MARCH | 3/31/20 | | 21 |
| APRIL | | | 22 |
| MAY | 05/25/20 | | 20 |
| JUNE | | | 22 |
| TOTAL DAYS IN PAID SERVICE = | | | 245 |

9 MONTH EMPLOYEES work from 07/01/19 - 06/30/20

- Vacation days shall be used for Spring break (4/13/20 – 4/18/20) and December non-work days.
- 9 month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

10 MONTH EMPLOYEES work from 07/01/19 - 06/30/20

- Vacation days shall be used for Spring break (4/13/20 – 4/18/20)
- 10 month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

11 MO EMPLOYEES work from 07/01/19 - 06/30/20

- 11 month employees take the equivalent of one months (consecutive weeks) off between the months of June and August.

12 MO EMPLOYEES work from 07/01/19 - 06/30/20

*Employees scheduled to work on a Saturday, when the college is closed, shall revert to a Monday – Friday work schedule the week prior or after the college closure. The rescheduled work hours should be within 15 days with mutual agreement between the employee and supervisor.

Note: Employees and supervisors can use the flex language of Article VII, Section 7 to provide for using in-lieu days for employees not directly attached to the Academic Calendar requirements.

APPENDIX "DI"
2020-2021 CLASSIFIED EMPLOYEES WORK CALENDAR

| MONTH | HOLIDAY | College Closed | DAYS IN PAID SERVICE |
|-------------------------------------|----------------------------------------------------------------------------------|----------------|----------------------|
| JULY | 07/03/20 | | 22 |
| AUGUST | | | 21 |
| SEPTEMBER | 09/07/20 | | 21 |
| OCTOBER | | | 22 |
| NOVEMBER | 11/9/20 11/26/20 11/27/20 | 11/28/20* | 18 |
| DECEMBER | 12/24/20 12/25/20 12/26/20 12/28/20 12/29/20 12/30/20 12/31/20 | 12/23/20 | 16 |
| JANUARY | 01/01/21 01/18/21 | | 19 |
| FEBRUARY | 02/12/21 02/15/21 | | 18 |
| MARCH | 3/31/21 | | 22 |
| APRIL | 4/24/21 | | 22 |
| MAY | 05/31/21 | | 20 |
| JUNE | | | 22 |
| TOTAL DAYS IN PAID SERVICE = | | | 243 |

9 MONTH EMPLOYEES work from 07/01/20 - 06/30/21

- Vacation days shall be used for Spring break (4/19/21 — 4/24/21) and December non-work days.
- 9 month employees take the equivalent of three months (consecutive weeks) off between the months of June and August.

10 MONTH EMPLOYEES work from 07/01/20 - 06/30/21

- Vacation days shall be used for Spring break (4/19/21 — 4/24/21)
- 10 month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

11 MO EMPLOYEES work from 07/01/20 - 06/30/21

- 11month employees take the equivalent of one month (consecutive weeks) off between the months of June and August.

12 MO EMPLOYEES work from 07/01/20 - 06/30/21

*Employees scheduled to work on a Saturday, when the college is closed, shall revert to a Monday — Friday work schedule the week prior or after the college closure. The rescheduled work hours should be within 15 days with mutual agreement between the employee and supervisor.

Note: Employees and supervisors can use the flex language of Article VII, Section 3(B) to provide for using in-lieu days for employees not directly attached to the Academic Calendar requirements.

APPENDIX "D1"

2021-2022 CLASSIFIED EMPLOYEES WORK CALENDAR

| MONTH | HOLIDAY | College Closed | DAYS IN PAID SERVICE |
|-------------------------------------|----------------------------------------------------------------------------------------------|----------------|----------------------|
| JULY | 07/05/21 | | 21 |
| AUGUST | | | 22 |
| SEPTEMBER | 09/06/21 | | 21 |
| OCTOBER | | | 21 |
| NOVEMBER | 11/12/21 11/25/21 11/26/21 | 11/27/21* | 19 |
| DECEMBER | 12/23/21 12/24/21 12/25/21 12/27/21 12/28/21 12/29/21 12/30/21 12/31/21 | | 16 |
| JANUARY | 01/01/22 01/03/22 01/17/22 | | 19 |
| FEBRUARY | 02/18/22 02/21/22 | | 18 |
| MARCH | 3/31/22 | | 22 |
| APRIL | 4/24/22** | | 21 |
| MAY | 05/30/22 | | 21 |
| JUNE | | | 22 |
| TOTAL DAYS IN PAID SERVICE = | | | 243 |

9 MONTH EMPLOYEES work from 07/01/21 - 06/30/22

- Vacation days shall be used for Spring break (4/18/22 — 4/23/22) and December non-workdays.
- 9 month employees take the equivalent of three months (consecutive weeks) off between the months of June and August.

10 MONTH EMPLOYEES work from 07/01/21 - 06/30/22

- Vacation days shall be used for Spring break (4/18/22 — 4/23/22)
- 10 month employees take the equivalent of two months (consecutive weeks) off between the months of June and August.

11 MONTH EMPLOYEES work from 07/01/21 - 06/30/22

- 11 month employees take the equivalent of one month (consecutive weeks) off between the months of June and August.

12 MONTH EMPLOYEES work from 07/01/21 - 06/30/22

*Employees scheduled to work on a Saturday, when the college is closed, shall revert to Monday-Friday work schedule the week prior or after the college closure. The rescheduled work hours should be within 15 days with mutual agreement between the employee and supervisor.

**Sunday and college closed

Note: Employees and supervisors can use the flex language of Article VII, Section 3(B) to provide for using in-lieu days for employees not directly attached to the Academic Calendar requirements.

APPENDIX "E1"

CLASSIFIED EMPLOYEE EVALUATION

Click the following link for the Classified Employee Evaluation.

[Classified Employee Evaluation](#)

APPENDIX “F”

REQUEST FOR OUT-OF-CLASS COMPENSATION FOR ADDITIONAL DUTIES

Click the following link for the Out of Class Compensation Form.

[Out of Class Compensation Form](#)

APPENDIX "G"

MUTUALLY AGREED UPON COMMUNITY COLLEGE DISTRICTS

CSEA and the District agree to use the following Community College Districts in the salary survey process:

1. Santa Monica Community College
2. Cerritos Community College
3. Mt. San Antonio Community College
4. El Camino Community College
5. Pasadena Community College
6. Long Beach Community College
7. Citrus Community College
8. Antelope Valley Community College
9. Santa Clarita Community College

APPENDIX "H"

CLASSIFIED EMPLOYEE FLEX WORKWEEK CONTRACT

Any deviation from the traditional five (5) day, forty (40) hour work week is by advance mutual consent of the employee and management, by written agreement no less than five (5) working days prior to the start date of the altered schedule (Article VII, Section 3B-1)

Name of Classified Employee: _____

Name of Immediate Management Supervisor: _____

Request for Flex Workweek Schedule for the following period:

Start Date: _____ End Date: _____

Complete **1st WEEK** and **2nd WEEK** for 9/80 plan. Complete **1st WEEK** for 4/40 plan.

| DAY OF WEEK | | START TIME | END TIME | TOTAL HOURS |
|-------------|------------------|------------|----------|-------------|
| 1st | MONDAY | : | : | |
| W | TUESDAY | : | : | |
| E | WEDNESDAY | : | : | |
| E | THURSDAY | : | : | |
| K | FRIDAY | : | : | |
| 2nd | MONDAY | : | : | |
| W | TUESDAY | : | : | |
| E | WEDNESDAY | : | : | |
| E | THURSDAY | : | : | |
| K | FRIDAY | : | : | |

EMPLOYEE SIGNATURE

DATE

I approve the requested Flex Schedule.

MANAGEMENT SIGNATURE

DATE

RETURN COPY TO OFFICE OF HUMAN RESOURCES

APPENDIX "I"
GLENDALE COMMUNITY COLLEGE
WORKER'S COMPENSATION: PRE-DESIGNATION OF PERSONAL PHYSICIAN

Click the following link for the Worker's Compensation: Pre-Designation of Personal Physician form.

[Worker's Compensation: Pre-Designation of Personal Physician](#)

APPENDIX "J"

REQUEST FOR OVERTIME SERVICES FORM

Work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week is subject to overtime pay (CSEA contract - Article VII, section 8). In order to be eligible for payment of overtime you must secure pre-approval from your supervisor (Article VII, section 8C).

Employee's Name: _____ Dept.: _____

| Date of Service | Hours To: | Hours From: | Activity |
|------------------------|------------------|--------------------|-----------------|
| | | | |
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Payment of overtime is to be given either in the form of compensatory time-off or overtime pay solely at the District's discretion. Employees may check one box to request a type of payment.

Compensatory Time (Article VII, section 8 of the contract states that comp time must be used within 90 days from the time the work was performed)

Overtime Pay (see contract Article VII, section 8 or Article XI, section 3 for applicable rates of pay)

Approved

Not Approved: Reason _____

Employee's Signature

Supervisor's Signature

APPENDIX "K"

Click the following link for the Report and Request for Leave of Absence Form:

[Report and Request for Leave of Absence Form](#)

APPENDIX "M"

**GLENDALE COMMUNITY COLLEGE
CLASSIFIED INITIAL SALARY PLACEMENT REQUEST FORM**

Date Submitted: _____

| | | |
|----------------------|--------------|----------------|
| Employee Name | | Date of Hire |
| Classification | | Department |
| Current Salary Range | Current Step | Step Requested |

New employees may be initially placed beyond the first step, to a maximum of Step 3 of the salary schedule if the following are met:

Step 2 Placement is based on at least three (3) years of related education and/or paid work experience in addition to that needed to meet the minimum requirements for the position. The equivalent of twenty (20) semester units of related course work will equal one (1) year of work experience, while related work experience will be counted on a year-for-year basis.

Step 3 Placement is based on an additional two (2) years of related education and/or paid work experience above the experience required for Step 2 placement.

This form must be completed and submitted by the employee or position supervisor within thirty (30) days of the start date.

Employee – Please state the reasons that you believe you should be placed above Step 1 of the salary range. Outline training and/or work experience beyond the minimum requirements for the position. Please note that this evidence will be presented to CSEA upon their request.

A copy of the CSEA Contract can be found online at the Glendale Community College Employment website at www.glendale.edu/cseacontract, see Collective Bargaining Agreement.

I acknowledge that I have received the initial salary placement information, and I understand that I am to follow this procedure for initial salary placement above Step 1 at Glendale Community College District.

| | | |
|------------------------------|---------------------------------------------|---------------|
| _____ Employee Signature | _____ Employee Name (please print) | _____ Date |
| _____ Position Supervisor | _____ Position Supervisor (please print) | _____ Date |

HR ONLY
 HR Signature _____ Date _____
 HR Review _____ Date _____

APPENDIX "N"

Glendale Community College Staff Development EMPLOYEE EDUCATION PLAN (EEP) **

For Office of Human Resources Use Only
Approved:

Name: _____

Dept: _____ E-mail: _____

Ext: _____ Academic Year: _____ Hire Date: _____

- Submitting EEP for:
- Retroactive CPGU Credit (You must attach proof of completion)
 - Future CPGU Credit
 - Tuition Reimbursement

Only fully completed applications, with transcripts attached, will be accepted, and processed. Courses must have been completed at an accredited college, university, industry school, or approved seminar site to be approved.

Completion of probationary period is required to be considered for CPGU credit.

School Information

| Name of Educational Institution | Address of Educational Institution | Expected Degree/ Certification Completion Date | Professional Growth Objective (See Article XXI, Section 8) |
|---------------------------------|------------------------------------|------------------------------------------------|------------------------------------------------------------|
| | | | |
| | | | |
| | | | |

Class Information

| Semester | Class Units (Semester or Quarter) | Course Number | Course Start Date | Course End Date | Total Units |
|----------|-----------------------------------|---------------|-------------------|-----------------|-------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Article XXI, Section 3. II.A "Approved college courses completed with a passing grade of C or better or credit: will receive four (4) professional growth credit units for each one (1) semester unit or equivalent quarter units of class attendance."

Employee Signature: _____ Date: _____

APPENDIX "O"

Glendale Community College
Campus-Sponsored Staff Development
CLASSIFIED PROFESSIONAL GROWTH UNITS VERIFICATION

Each campus-sponsored Staff Development activity will receive one (1) professional growth credit unit (CPGU) for each three (3) hours of lecture, workshop, or class attendance. Evidence of attendance shall be verified from the class sign-in sheet.

Please submit this form to the Office of Human Resources when you have at least 6 hours of attendance.

Name: _____ Job Title: _____

Department: _____ E-mail: _____ Phone: _____

| Class/Activity | Class/ Activity Date | <u>Time</u> | Presenter | Location | Total Hours | (HR Only) |
|----------------|----------------------------|-------------|-----------|----------|----------------|---------------------------------|
| | | | | | | CPGU Eligible? <u>Y/N</u> |
| | | | | | | |
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Employee Signature: _____ Date: _____

HR Review: _____ Date: _____