

CALIFORNIA SCHOOLS
EMPLOYEES ASSOCIATION

CHAPTER 707

&



GROSSMONT-CUYAMACA
COMMUNITY COLLEGE

DISTRICT

Contract Period Covers
January 1, 2020 – December 31, 2022

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This is an Agreement made and entered into this 13th day of October, between Grossmont-Cuyamaca Community College District and the California School Employees Association, Chapter 707.

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 707

GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT


Patty Sparks, President

10/26/21
Date


Tim Corcoran, Chief Negotiator

10/17/21
Date


Colleen Parsons

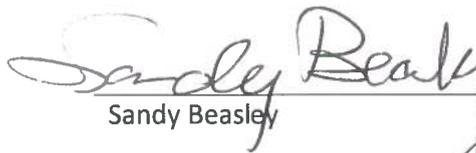
10/14/21
Date


Dr. Lynn Neault, Chancellor

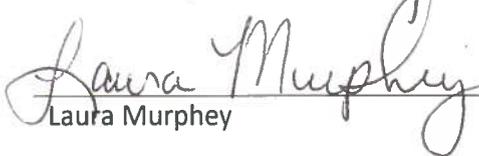
Date 10-18-2021


Kathleen Flynn

10/13/21
Date


Sandy Beasley

10/26/21
Date


Laura Murphey

10/26/21
Date


Erin Coffey

10/21/21
Date


Michael Allen

10/26/21
Date


Tyler Miller, Labor Relations
Representative

10/13/21
Date

PREAMBLE

This is an Agreement made and entered into this 13th day of May 2020, between Grossmont-Cuyamaca Community College District (hereinafter referred to as “District”) and CSEA Chapter #707 (hereinafter referred to as “Union”).

ARTICLE 1: RECOGNITION

The District confirms its recognition of the Union as the exclusive representative for that unit of bargaining unit members certified by the Public Employees Relations Board (PERB), 1978, and recognized by the District as follows:

“The District recognizes CSEA and its Chapter #707 as the exclusive representative, as referenced in California Government Code, of those bargaining unit members of the classified service, as defined in the California Education Code, except those positions designated as educational administrator, classified manager, auxiliary manager, supervisor, confidential, temporary, and substitute bargaining unit members.

ARTICLE 2: DEFINITIONS

Class	A group of positions (classifications) within a job occupational family (see Appendix C) which have common characteristics.
Classification	A position(s) within a class with a designated title, specific duties, responsibilities, minimum qualifications, and a designated salary range. For the purposes of determining bumping rights in the event of lay off, the definition of classification shall include assigned hours per week and months per year.
Fiscal Year	July 1 through June 30.
Governing Board	Governing Board of the Grossmont-Cuyamaca Community College District.
Immediate Supervisor	The lowest level management or supervisory employee who has immediate jurisdiction over a bargaining unit member and who has been designated by the District as having the authority to adjust grievances.
Incumbent	A bargaining unit member assigned to a position and who is currently serving in that position, or, is on Governing Board approved leave from that position except where the type of leave does not provide the right to a specific position.
Minimum Qualifications	Qualifications specified in the job description for a position which must be possessed by a bargaining unit member before he/she can be considered for employment in that position. This definition does not preclude the consideration of "equivalent or similar education related to the position".
Notice	Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be written notice by personal delivery or first-class mail to the Chancellor, or designee, and notice to CSEA shall be written notice, by personal delivery or first-class mail, to the President of CSEA Chapter #707.
Re-employment List	A list of names of persons who have been unable to resume the duties of an assigned position due to extended illness, or, lack of work or lack of funds, and, who are eligible for re-employment without examination in their former classification for a period of thirty-nine (39) months, said list arranged in order of their right to re-employment.
Regular Bargaining Unit Member	As used in the Phrase "regular bargaining unit member," or any similar phrase. Refers to a classified bargaining unit member who has probationary or permanent status with the District.
School Year	July 1 through June 30.
Substitute	A person employed to replace a bargaining unit member who is temporarily absent from duty. Additionally, a person, or persons, hired to perform the duties of a vacant position for a period not to exceed sixty (60) working days, subject to extension by mutual agreement between the Union and the District, while the District is engaged in a procedure to hire a permanent employee to fill said vacancy.

ARTICLE 3: BARGAINING UNIT MEMBER RIGHTS

3.1. The District and Union recognize the right of bargaining unit members to form, join, and participate in lawful activities of bargaining unit member organizations and the equal alternative right of bargaining unit members to refuse to form, join, or participate in bargaining unit member organization activities.

3.1.1. The District shall not interfere with, intimidate, restrain, coerce, or discriminate against bargaining unit members because of membership, participation, or holding office in the Association.

3.2. Personnel File Contents and Inspection: Only materials in the personnel file of a bargaining unit member may serve as a basis for affecting the status of their employment, and are to be made available for the inspection of the person involved.

Personnel file is defined as: Individual bargaining unit member file maintained by Human Resources that contains all necessary and relevant information pertaining to an individual's employment with the Grossmont-Cuyamaca Community College District.

3.2.1. Such material is not to include ratings, reports, or records which;

3.2.1.1. Were obtained prior to the employment of the person involved;

3.2.1.2. Were prepared by identifiable examination committee members; or,

3.2.1.3. Were obtained in connection with a promotional examination.

3.2.2. A bargaining unit member's personnel file shall be available for review by the bargaining unit member during regular business hours of the district.

A copy of the personnel file shall be furnished to the bargaining unit member without charge once per fiscal year upon request. The bargaining unit member will designate in his/her request which portion of the file is to be copied if less than the entire file. Documents entered into the file after the request and later requested by the bargaining unit member will also be provided without charge. Additional copies within the same fiscal year will be provided upon payment of a copying fee in accordance with current board policy and administrative procedure.

A copy of the personnel file will be provided within four (4) working days after receipt of the request. In the event a copy is needed by the bargaining unit member in fewer than four (4) working days, the bargaining unit member must state in writing the basis for the need and the Human Resources shall make every reasonable effort to accommodate as soon as possible the bargaining unit member's need, not to exceed four (4) working days.

3.2.3. Information of a derogatory nature, except material mentioned in 3.2.1., shall not be entered or filed, unless and until, the bargaining unit member is given notice in writing by personal delivery during working hours provided by the supervisor or other administrator and an opportunity to review and comment thereon. Provided a bargaining unit member submits a written and signed response to such information within twenty (20) workdays, such written comment shall be attached and entered in the file.

ARTICLE 4: DISTRICT RIGHTS

4.1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization, direct the work of its employees, determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; lawfully contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees. Allocation is defined as: The placement of a classification on a specific salary range.

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

4.3. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Governing Board. (Which shall be defined as an act of God such as fire, flood, earthquake, or other natural disaster, or unforeseen circumstances that have a significant impact on the District.)

ARTICLE 5: UNION RIGHTS

5.1. Bargaining unit members may attend Union business and activities during non-working hours. For the purpose and intent of this language, work breaks as described in this Agreement, although work breaks are paid time, are considered non-working hours. Meal breaks as described in this Agreement are considered non-working hours for purposes of this section. This provision is subject to the following conditions:

5.1.1. For the purposes of utilizing a District facility or property i.e. classroom, conference room, etc., for a CSEA Chapter 707 planned activity, the Union shall notify the supervisor of that facility when the room or property is booked. If prior to the CSEA event, the supervisor of the facility determines the room booked by CSEA Chapter 707 will interfere with college operations the supervisor shall make all attempts to notify CSEA Chapter 707 President or designee within five (5) working days of the non-availability. The supervisor shall make all reasonable attempts to provide another room that will come closest to accommodating the needs of the CSEA Chapter 707 event at the earliest possible time. CSEA Chapter 707 will be notified at least two (2) working days before the planned event as to which other room has been booked, to facilitate communication with the bargaining unit members;

5.1.2. The Chancellor or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of bargaining unit members and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a Union representative; and

5.1.3. The Union pays a reasonable fee for expenses related to security and cleanup if any, and any unusual wear or damage, if any. Any CSEA event, excluding Chapter 707 meetings, will be processed in accordance with the district's board policy and procedure regarding the renting out of district property.

5.2. The Union may use the school mailboxes and bulletin board spaces designated by the Chancellor or designee subject to the following conditions;

5.2.1. All posting for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the CSEA Chapter 707 President or his/her designee;

5.2.2. A copy of such postings or distributions must be delivered to the Chancellor or designee at the same time as posting or distribution.

5.3. The District shall provide CSEA with a list of all bargaining unit members' names and contact information, as listed below, as close to the last working day of September, January, and May as practical. The information shall be provided to CSEA electronically and via email in Excel format. This contact information shall include the following items: first name; middle initial; last name; job title/classification; employee ID; Department; primary worksite name; work telephone number; home street address (including apartment #); city; state; zip code (5 or 9 digits); home telephone number (10 digits); personal cellular telephone number (10 digits); personal email address of the employee; and contract hire date.

5.4. The District shall provide CSEA notice of any newly hired employee, within thirty (30) days of the date of hire, via electronic mail in Excel format to the CSEA Chapter President or Designee. This notice will include the following information: full legal name, contract information, date of hire

classification, worksite, and date of orientation meeting for new hire. “Newly Hired Employee” or “New Hire” means any employee, whether permanent, full time, or part time, hired by the District, and who still is employed as of the date of the new employee orientation.

5.5. CSEA Chapter 707 President or designee shall coordinate with the Vice Chancellor of Human Resources, or designee, regarding the appropriate time for CSEA Chapter 707 to orient new bargaining unit members during the New Employee Orientation. The Vice Chancellor of Human Resources, or designee, will notify CSEA Chapter 707 as soon as reasonably possible regarding when a New Employee Orientation will be conducted at a worksite in the District. CSEA Chapter 707 will designate a person to conduct the orientation on behalf of CSEA Chapter 707 so as to minimize the need for release time for travel. Release time for this activity for the Chapter President or designee shall not be more than 1 hour 30 minutes. The designee (other than the Chapter President) must first obtain approval from his/her supervisor for the release time. The CSEA Labor Relations Representative may also attend the orientation.

5.5.1. “New Employee Orientation” means the onboarding process of newly hired bargaining unit employees, whether in person 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

5.5.2. The District shall provide CSEA thirty (30) minutes access to its general employee orientations. CSEA shall not receive less than ten (10) days’ notice in advance of the 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 were not reasonably foreseeable.

5.5.4. The District shall include the CSEA membership application in any classified employee packet of District materials provided to any newly hired classified employee. CSEA shall provide the District, in advance of the orientation date, copies of any CSEA literature/membership applications for distribution. The District will collect and provide CSEA a copy of the completed CSEA Chapter 707 application.

5.5.5. The orientation session shall be held on District property and employees shall be paid for the time that they attend the orientation.

5.5.6. During the CSEA portion of the orientation, no District manager or representative, or non-unit employee, shall be present.

5.6. A copy of the most current and updated Agreement shall be posted on the District’s website. The District will provide the CSEA Chapter 707 President with twelve (12) paper copies to post on bulletin boards, including maintenance, operations, and warehouse at both campuses and the northeast storage at Grossmont College. The District is not responsible to replace any bargaining agreements that have been removed from the bulletin boards.

5.6.1. All CSEA Chapter 707 bargaining unit members are permitted to review the current agreement on district equipment during regular working hours. The bargaining unit member will ensure that such activity does not interfere with his or her job responsibilities. If the bargaining unit member wishes to print a copy of the agreement or portions thereof, the bargaining unit member will first gain permission from the supervisor.

5.7. Union Release Time

5.7.1. CSEA Chapter 707 shall be granted 1.0 FTE of paid release time weekly, to be used at the discretion of the Union. CSEA shall notify the District no later than fifteen (15) days in advance of each fall semester, spring semester, summer session and intersession, of the CSEA leaders receiving release time, as well as the portion of release time that each CSEA leader receives weekly. A CSEA Chapter 707 leader receiving release time shall provide appropriate notification to their supervisor in advance of taking such time, and shall record and submit release time either online or in written format jointly developed by the Union and District, and attached to the Appendices of this Agreement. This provision is exclusive of Article 18 Grievances, Section 18.6.

5.7.1.1. The parties agree that if there is a problem arising from an appointment or participation on a committee by bargaining unit members, either party will advise the other and the parties will meet to discuss options and solutions.

5.7.2. The Chancellor will meet with each incoming and active Classified Senate President and the Site Vice Presidents to determine the release time required to meet the President and Vice Presidents time commitments for committee participation, professional development establishment and other commitments for the upcoming year.

5.7.3. The Union shall provide the District with a list of designated representatives, trained job stewards, and/or appointed stewards on an annual basis. Said stewards will not exceed a total of six (6) for Cuyamaca, Grossmont, and the District Office. Said representatives, trained job stewards, and/or appointed stewards shall be granted adequate release time, with appropriate notification to their supervisor by the Chief Job Steward, in order to properly represent bargaining unit members in accordance with Article 18 of the contract. In addition, potential job stewards (interns) that have received basic training through CSEA shall be granted time to observe appointed stewards during representation situations in accordance with Article 18 of the contract. All requests for intern attendance by the Chief Job Steward taken to the immediate supervisor shall take into account the staffing needs of their department.

5.674. Release time for attendance at the annual CSEA conference will be allotted for four (4) delegates. Release time for the delegates must be approved by the supervisor. Funding for this conference shall be at the expense of CSEA other than release time. In electing the delegates, CSEA Chapter 707 will take into account the staffing needs of the District. If a bargaining unit member elected as a delegate believes that the denial of release time by the supervisor is unwarranted, the delegate may request review of the denial by the Chancellor or his/her designee.

ARTICLE 6: ORGANIZATIONAL SECURITY

6.1. Notification of Membership: The District shall accept the certification provided by CSEA on dues deductions for bargaining unit members. If the union states it has authorization for the District to begin deductions, it is not required to provide the District a copy of the authorization, unless a dispute is raised by the employee questioning the existence or terms of the authorization.

6.1.1. Dues Deduction

6.1.1.1.

The District shall deduct such dues as are authorized by each bargaining unit member in this unit

6.2.

General Provisions

6.2.1 CSEA Agrees to furnish the Chancellor's designee, a letter certifying the amount of CSEA dues, fair share fees, and fees for other services as applied to bargaining unit members. Such letter shall be furnished annually and upon any change in such amounts applied.

6.2.2 It is agreed that the District assumes no obligation to, in any manner, enforce the provisions of the above sections beyond implementing any valid and unrevoked payroll deduction authorizations and, to the extent consistent with law, automatic payroll deduction of fair share fees.

6.2.3 Miscellaneous: The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The District shall refer all requests for changes in membership status to the CSEA San Diego Field Office or the bargaining unit's assigned CSEA Labor Relations Representative. Dues deductions must start the pay period after the District receives notification of the dues authorization from CSEA.

6.2.4. Nothing in this Collective Bargaining Agreement shall be construed as limiting the rights of either party retained under the provisions of the Educational Employment Relations Act.

6.3 Hold Harmless Clause

6.3.1. CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

6.3.2. CSEA agrees it shall reimburse the District for any and all legal costs and attorney fees and shall hold the District harmless from any liability arising from any and all claims, demands, lawsuits, or any other actions arising from any implementation or compliance with this Article, or District reliance on any list, notice, document, certification, or authorization furnished under this Article by CSEA.

ARTICLE 7: COMPENSATION AND BENEFITS

7.1. Regular bargaining unit members will be paid according to the attached salary schedule. (See Appendix A.) Effective January 1, 2019, following approval and adoption of this Agreement by the GCCCD Board, each salary schedule shall be increased by four percent (4.0%). Effective January 1, 2020, and following approval and adoption of this Agreement by the GCCCD Board, each salary schedule shall be increased by three percent (3.0%).

Effective the first full pay period following approval and adoption of this agreement by the GCCCD Board, each regular bargaining member shall receive a one-time, off-schedule payment of five hundred dollars (\$500.00), contingent upon the 2019-2020 Second Principal Apportionment (P-2) for Grossmont-Cuyamaca, due in late June 2020, showing no deficit (i.e. the difference between “Available Revenue” and the “2019-2020 TCR” must be shown as zero (\$0.00) or less than zero). See the example below:

Example:

Principal Apportionment Report for the Grossmont-Cuyamaca Community College District;

	2018-19		2019-20	
P-1:	TCR	\$116,466,043	TCR	\$116,015,610
	Available Revenue	<u>\$110,582,139</u>	Available Revenue	<u>\$111,734,933</u>
	Revenue Deficit	(\$5,881,904)	Revenue Deficit	(\$4,280,677)
P-2:	TCR	\$116,092,990	TCR	\$
	Available Revenue	<u>\$115,631,262</u>	Available Revenue	<u>\$</u>
	Revenue Deficit	(\$461,728)	Revenue Deficit	\$



The “Revenue Deficit” as shown in the 2019-20 Second Principal Apportionment (P-2) report, due in late June 2020, must be zero (\$0.00) or less than zero for the contingency to have been met and the one-time \$500.00 payment to take effect.

If the contingency above regarding a zero (\$0.00) or less revenue deficit is not met, but the District is notified that it will receive additional federal stimulus dollars between May 13, 2020 and June 30, 2020, that are unrestricted and do not contain requirements for a specific usage, then the District will direct no more than 10% of those stimulus dollars towards making a one-time off-schedule payment, not to exceed the total amount necessary to fund the \$500.00 one-time off-schedule payment. For example, if the federal stimulus amount received by GCCCD totaled one million dollars (\$1,000,000) of unrestricted funds, then one hundred thousand dollars (\$100,000) would be used to fund a one-time off-schedule payment of approximately \$250.00.

7.2. In addition, for the fiscal year, the District will provide, for each bargaining unit member, the Health and Welfare Benefits listed in Appendix B.

7.3. **Shift Differential**

7.3.1. Any bargaining unit member whose regularly assigned work shift ends as follows, three (3) days a week or more, of the regularly scheduled workweek, shall be paid a shift differential premium:

<u>Shift Ends:</u>	<u>Shift Differential Premium - % Base Salary (excluding longevity)</u>
8 p.m.	4%
Midnight	5%

Differential is defined as: A salary allowance based on work shift hours and paid in addition to the basic pay rate.

Bargaining unit members temporarily assigned to a qualifying shift, at least three (3) consecutive weeks, shall be eligible for shift differential premium. The shift differential premium shall be applied to base salary, excluding longevity, the pay period in which the majority of any three (3) week segment of a temporary assignment is worked.

A bargaining unit member who receives a shift differential premium on the basis of work shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift. (Reference Article 9, Section 9.13, regarding alternative work schedules.)

Bargaining unit members on less than an eight (8) hour assignment shall have differential pay prorated.

7.3.2. “Legacy” Shift Differential for Qualifying Unit Members as of February 28, 2010.

This provision applies only to bargaining unit members whose regularly assigned work shift ended as follows as of February 28, 2010 and will apply only for so long as the bargaining unit member continues to be assigned to that work shift. The District at any time may modify that bargaining unit member’s work shift according to the procedures and practices applicable to bargaining unit members generally, even if it means that the bargaining unit member no longer qualifies under this Section. Nothing in this section shall be interpreted as creating a vested right to a shift differential beyond the period in which the qualifying bargaining unit member remains assigned to the work shift to which he/she was assigned as of February 28, 2010.

<u>Shift Ends:</u>	<u>Shift Differential Premium - % Base Salary (excluding longevity)</u>
6 p.m. - 8 p.m.	3%

Differential is defined as: A salary allowance based on work shift hours and paid in addition to the basic pay rate.

Bargaining unit members temporarily assigned to a qualifying shift, at least three (3) consecutive weeks, shall be eligible for shift differential premium. The shift differential premium shall be applied to base salary, excluding longevity, the pay period in which the majority of any three (3) week segment of a temporary assignment is worked.

A bargaining unit member who receives a shift differential premium on the basis of work shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift. (Reference Article 9, Section 9.13, regarding alternative work schedules.)

7.4. Stand-by-Status

7.4.1. The District shall specify those classifications where incumbents may be required to periodically stand-by in the event services may be required at times other than the regularly scheduled work hours. Upon request from CSEA, the District shall provide a list of employees receiving the Stand-by Stipend.

7.4.2. Stand-by status must be assigned and authorized by a district supervisor prior to commencement of assignment. The employee must remain in a geographic area that ensures their ability to return to work within 45 minutes to the assigned site. Employees that are assigned a stand-by status must be ready and able to return to work and be able to perform job functions.

7.4.3. If an incumbent is directed by the District to stand-by, the bargaining unit member shall receive a stipend of \$30.00 per eight (8) hour stand-by period. The requirement to serve stand-by shall be assigned on a rotating basis to those bargaining unit members qualified to perform the anticipated assignment. If called back, the bargaining unit member shall be additionally compensated as specified in Article 9, Section 9.5.1.

7.4.4. Except in emergency situations, bargaining unit members shall be given 48 hours advance notice of stand-by assignment.

7.5. Longevity Increment

7.5.1. After five (5) years of service in a bargaining unit position, bargaining unit members will receive a point seven percent (.7%) longevity payment per year, calculated on their base salary each year, beginning in year six (6) and continuing through year ten (10) of District service, such that an employee will receive a point seven percent (.7%) longevity payment in their sixth (6th) year, a one point four percent (1.4%) total longevity payment in their seventh (7th) year, a two point one percent (2.1%) total longevity payment in their eighth year, a two point one percent (2.1%) total longevity payment in their eighth year, a two point eight (2.8%) total longevity payment in their ninth (9th) year, and a three point five percent (3.5%) total longevity payment in their tenth (10th) year. After ten (10) years of service in a bargaining unit position, bargaining unit members will receive an additional point six two five percent (.625%) longevity payment per year, calculated on their base salary, beginning in year eleven (11) and continuing every year thereafter, such that an employee will receive a total longevity payment of four point one two five percent (4.125%) in year eleven, a total longevity payment of four point seven five percent (4.75%) in year twelve (12), and so on.

Eligible unit members will begin receiving longevity payments during their sixth (6th) year of service effective on the anniversary of their hire date in a bargaining unit position and shall receive additional longevity on that same date in subsequent years. Unit members who have more than five (5) years of service on the date of final approval of this Settlement Agreement by the Governing Board shall begin receiving longevity as set forth herein effective on the anniversary of their hire date in a bargaining unit position.

7.6. Appointment/Promotion to a Higher Classification

7.6.1. A bargaining unit member who is appointed or promoted to a higher classification shall be placed on the step of the new classification which is at least five (5) percent higher than the monthly salary of the bargaining unit member's classification and step at the time of the transfer.

7.7. Working Out-of-Classification

7.7.1 Compensation for Service Rendered for Working Out-of-Classification: Any bargaining unit member required to perform duties not reasonably related to those specifically stated in the official job description for the position for any period of time which exceeds five (5) days, within a fifteen (15) calendar day period, shall receive an upward salary adjustment for the entire period of time required to work out-of-classification. Such upward adjustment shall reasonably reflect the duties required to be performed outside the normally assigned duties. The compensation shall be paid at the step of the higher classification which is at least five (5) percent greater than the bargaining unit member's monthly salary, including any longevity increment. In no case shall the amount be less than step "A" of the higher classification. If no step of the higher classification results in at least a five (5) percent increase, the bargaining unit member shall receive a five (5) percent increase for the period that he/she works out-of-classification.

7.7.2. The District will notify CSEA of any out-of-class assignments.

7.7.3. Managers should review out-of-class assignment at 180 days. Managers will be encouraged to rotate out-of-class assignment as new opportunities become available.

7.7.4. Probationary employees may not be considered for out-of-class assignments; any exceptions must be approved by the Vice Chancellor of Human Resources or designee in consultation with CSEA. Under no circumstances will an out-of-class assignment be approved for a probationary employee prior to receiving at least one positive evaluation in the current assignment.

7.7.5. Out-of-class assignments may be posted for seven (7) calendar days. Permanent CSEA members should be given consideration for filling the out-of-class assignments.

7.8. The District shall make bargaining unit member paychecks available immediately on completion of all necessary Central Office processing on the last working day of the month.

7.9. Fringe Benefit Committee

7.9.1. The District and CSEA agree to participate on the Grossmont-Cuyamaca District Fringe Benefit Committee. CSEA shall have representation on the Benefits Committee proportional to the number of District bargaining unit members covered by benefit programs.

7.9.2. The Union will designate a retired bargaining unit member to the District Benefits Committee. If the Union is unable to fill the seat with a retired bargaining unit member, an active bargaining unit member may be designated to represent retired bargaining unit members.

7.10. Changes of Health and Welfare Benefits

7.10.1. Fringe Benefit programs are described on the intranet. The District will pay full premiums for bargaining unit members and eligible dependents for the Fringe Benefit programs subject to Article 23, re-openers. The Health plans may be monitored and analyzed by the District and Fringe Benefits Committee. No substantive change affecting health and welfare benefits contracts will be implemented without negotiating an agreement with the bargaining unit.

7.11. Classification Review Process

7.11.1. Whenever a change to the duties assigned to a position is directed by the District or the duties performed by an incumbent gradually change over time and may not reflect the majority of the duties as described in the class specification, the incumbent of the District may request a review of the work to determine the appropriate classification assignment. The specific procedures and conditions of the review process are outlined in Article 8 – Classification/Reclassification and Abolition of Position, of this contract.

7.12. Retirement Incentive Program

7.12.1. Bargaining unit members retiring shall be eligible for a retirement stipend. Bargaining unit members intending to retire shall give three (3) months advance notice to Human Resources. The stipend, based on years of service to the District in classified service, shall be as follows:

<u>Years of Classified Service with GCCCD</u>	<u>Stipend Amount</u>
10 -14	\$4,000
15 – 19	\$6,000
20 – 24	\$10,000
25 – 29	\$14,000
30+	\$20,000

The District and CSEA shall continue to evaluate revisions to the retirement incentive program.

7.13. Staff Development/Professional Growth

7.13.1. The staff development and professional development programs are designed to encourage unit members to continue educational and professional development and to promote activities which will assist unit members in acquiring knowledge and skills necessary to maintain and improve job performance. The district will promote opportunity for unit members to reach maximum levels of professional potential and provide training in specific technical knowledge and job related skills. It is the responsibility of the bargaining unit member to maintain currency of minimum qualifications for their classification.

7.13.2. The District will reimburse Regular Classified bargaining unit members for the amount of any “enrollment fees” incurred as a result of registration in classes offered by the District with the exception of the College of Extended Studies fee-based courses.

7.13.2.1. In addition, the District will reimburse Regular Classified bargaining unit members \$25/unit for fees incurred or book expenses, upon successful completion of job related classes, offered by any other accredited institution. Reimbursement does not apply to courses that are covered by any other means such as scholarship or grants.

7.13.3. An equipment/software purchase program has been established with a one-time allocation of \$40,000. This plan is to be administered by Human Resources in consultation with CSEA. Opportunities for unit members to purchase equipment and software used by the District, is established by lottery.

7.13.4. An annual scholarship fund of \$5,000 shall be provided for which all unit members are eligible and which will be administered by CSEA in accordance with guidelines developed and published by CSEA. Those funds not awarded, shall not be accumulated.

7.13.5. Two (2), four (4) semester scholarships for enrollment fees for dependents of CSEA unit members shall be provided each year.

7.13.6. An annual Professional Development stipend fund of \$1,600 shall be established for creating professional service workshops held throughout the year. Classified presenters will be entitled up to \$200.00 for developing original workshops and \$50 for workshops that require revision. This stipend is to offset the hours used for creating a syllabus and workshop materials. All unit members are eligible and the fund will be administered by CSEA in accordance with guidelines developed and published by CSEA with over site by the Associate Vice Chancellor of Human Resources or designee.

7.14. Prevailing Wage

7.14.1. CSEA and the District agree to meet and negotiate potential increases in salaries of positions in the following instances:

7.14.1.1. The District has been actively seeking to fill positions following the contractual guidelines.

7.14.1.2. When the lack of a sufficient applicant pool is due to the effect of outside influence such as prevailing wage and/or required licensing or certificates.

7.14.2. Through the negotiation process those positions may be placed at a higher pay rate comparable to the prevailing wage of the position in question; however, not higher than Step 5 of the appropriate classification unless agreement is negotiated to move classification into a higher salary range.

7.15 Equity Clause (Sunsets on December 31, 2022)

This “me too” clause is limited to matching any across the board one-time off-schedule payments and across the board wage schedule increases negotiated with other GCCCD bargaining units and becoming effective in the 2021 or 2022 calendar years, that are in excess of any across the board one-time off-schedule payments or across the board wage schedule increases negotiated with CSEA and its Chapter 707.

ARTICLE 8: CLASSIFICATION/RECLASSIFICATION AND ABOLITION OF POSITION

The Classification Committee is a recommending body whose recommendations are finalized through the negotiations process.

8.1. When there is reason to believe, by any party below, that the work regularly assigned to a position has evolved to an assignment that may be outside the bargaining unit member's regular classification because of a gradual accretion of duties, a review shall be conducted through the Classification Committee. This review may be initiated by the bargaining unit member, the supervisor, manager, District, or CSEA Chapter 707 (parties).

8.1.1. The forms and procedures for the review will be provided by the Human Resources Department and provided to the individual who initiates the review.

8.1.2. A new request for review of a position(s) will be accepted during the window period for submitting the reclassification review requests, which shall be limited to October 15 through January 15, for each year. Positions affected by reorganization may be reviewed at times other than the window period, or by manager request. Submission of positions previously reviewed (denied or approved) shall be limited to every third submission cycle.

8.1.3. The classification review and determination shall be targeted for completion by the Classification Committee in 120 calendar days, excluding holidays, following the receipt of the request in the Human Resources Office. Human Resources will notify CSEA Chapter 707 and the Bargaining unit member in the event that the review cannot be completed within the 120 days and provide specific reason(s). The length of the extension shall be by mutual agreement between the District and CSEA Chapter 707.

8.1.4. In the event the initiating party is dissatisfied with the determination, he/she may appeal such determination within fifteen (15) calendar days, excluding holidays. The appeal will include a specific statement as to why the bargaining unit member is requesting further consideration and will be reviewed by the Classification Committee and with the individual initiating the review. The determination of the Committee will be final and all parties involved will be notified by Human Resources.

8.2. Classification and Reclassification Requirement

8.2.1. If it is determined that the duties assigned to a position are not appropriate for the classification, the position will be recommended for reclassification or the inappropriate duties shall be removed from the position requirements. Reclassification is defined as: Movement of a position from one classification to another as a result of the change of the duties being performed by the incumbent.

8.2.2. The District will either remove the additional duties or will forward the recommendation to the Governing Board for final approval by July 1st preceding the application submission. Should the District decide to remove the additional duties from the incumbent, the District shall meet with the bargaining unit member and CSEA Chapter 707 to discuss the impact and effects of such decision. If at the end of the thirty (30) day period no action has been taken, the bargaining unit member will receive out-of-class pay retroactive to the date of notification of the

committee's final determination, until duties affecting classification are removed. See Article 7.7. – Working Out-of-Classification.

8.2.3. When a position is reclassified, the incumbent will be retained in the position.

8.2.4. When a position is reclassified, the incumbent shall be placed on the step of the new classification which is at least five (5) percent higher than the base monthly salary of the bargaining unit member's classification and step at the time of the reclassification.

8.2.5. If the reclassified position is vacant, it will be filled by the competitive process approved by the District.

8.2.6. All reclassifications approved will take effect on July 1st in the year they were approved.

8.3. Class/Classification Modification

8.3.1. When the District or CSEA Chapter 707 believes that a substantial number of the bargaining unit members in a classification have had a significant change in job duties or there has been a significant impact to the work assigned to that classification, a request to review the classification description may be made **October 15th** through **January 15th**. This request will be made on the forms provided by Human Resources. All requests must be signed by the District or CSEA Chapter 707 representative and copies provided to the non- initiating party. These requests will be submitted to the Classification Committee defined in Article 8.6. – Classification Committee. The Committee's determination will be forwarded to the District and CSEA Chapter 707.

8.4. In the event the Classification Committee determines that a new classification should be created or that there have been substantial changes to the duties of an existing classification, the District and CSEA Chapter 707 shall meet to negotiate.

8.5. Abolition of a Position or Class of Positions

8.5.1. If the District proposes to abolish a position(s) or classification, it shall notify CSEA Chapter 707 in writing for purposes of negotiation.

8.6. Classification Committee

8.6.1. The Classification Committee shall be a subcommittee of the negotiation teams and shall consist of the following:

- ❖ Four (4) District representatives and
- ❖ Four (4) Association representatives

8.6.2. At no time shall a member from the bargaining unit serve as a District representative on the Committee, whether in a voting or non-voting capacity, unless approved by the CSEA President. Each team of representatives shall have the right to utilize the services of one additional, non-voting resource person.

8.6.3. The Committee's primary role is to measure and evaluate the work described, and assign a value to any new or modified classification.

8.6.4. If it is determined that the work is not within the scope of a current classification, the Committee makes a determination of an appropriate classification and the salary placement of any new or modified classification.

8.6.5. The Committee shall make determinations by consensus, using interest based methods, whenever possible. Consensus is defined as a general acceptance of the proposal.

ARTICLE 9: HOURS AND OVERTIME

9.1. The Normal Workweek shall be defined as forty (40) hours in a calendar week for five (5) consecutive days. A workday shall be defined as eight (8) hours per day in computing overtime or as otherwise defined in Article 9.12.

9.1.1. Academic Year is defined as: The period from July through June, or the period when students are normally required to be in attendance including all recess periods falling within a semester.

9.1.2. If a Split shift assignment causes a personal hardship to the bargaining unit member and the District can make other arrangements, the bargaining unit member will not be required to work the assignment.

9.1.3. If it is necessary to change a bargaining unit member's assigned hours or duty days, the District will provide ten (10) working days' notice in writing to the bargaining unit member(s). The ten (10) working days' notice will not be required in cases of emergency or where there is mutual agreement between bargaining unit member and employer. If a change in assigned hours causes a personal hardship, to the bargaining unit member, and the District can make other arrangements, the bargaining unit member will not be required to work the assignment.

9.2. The District may designate certain positions in which service shall be less than forty (40) hours per week and the bargaining unit member's pay shall be prorated accordingly.

9.3. The District may designate certain positions in which service shall be less than 12 months per year and the bargaining unit member's pay shall be prorated accordingly. Duty days shall be established annually in writing and the bargaining unit member(s) shall be notified two weeks prior to the start of the fall semester.

9.3.1. For the purposes of time off for 10 and 11 month employees, a month is considered 20 working days (based on daily pro-rata hours). Those employees that do not work the same total hours each day (e.g. Monday-Friday/6 hours per day) must contact payroll to calculate off-contract time.

9.4. Compensation, pay differentials, and all overtime work must be approved by the appropriate supervisor before the overtime is performed, except in emergency situations.

9.4.1. Where it is necessary for a supervisor to request that a bargaining unit member work more than forty (40) hours in one (1) week, or more than eight (8) hours in one (1) day, pay for such overtime hours will be at the rate of one and one-half (1 & ½) times base pay, or its equivalent in compensatory time off. The election to receive compensatory time off shall be the option of the bargaining unit member. Compensatory time off shall be used within twelve (12) months following the month in which it was earned. If the bargaining unit member does elect to receive compensatory time instead of overtime pay, such time off shall be mutually agreed to between the supervisor and the bargaining unit member. If there is no mutual agreement, compensatory time off scheduling shall be determined by the District. An effort shall be made to ensure that compensatory time off can be taken at times convenient to the bargaining unit member, consistent with the needs of the District and the work load of the department.

9.4.2. If an overtime assignment causes a personal hardship to the bargaining unit member, and the District can make other arrangements, the bargaining unit member will not be required to work the overtime.

9.4.3. A bargaining unit member having an average workday of four (4) hours or more during the workweek shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 & ½) times the regular rate of pay of the unit member. Those unit members having an average workday of less than four (4) hours during the workweek shall receive the same overtime compensation as set forth in Article 9.4.1. above for any work required to be performed on the seventh (7th) day following the commencement of her/her workweek.

9.4.4. Regular bargaining unit members on less than eight (8) hour assignment shall have differential pay prorated.

9.5. Call Back

9.5.1. In the event that it is necessary for a unit member to return to work after completion of the normal work schedule, the bargaining unit member shall be compensated at a minimum of three (3) hours. The bargaining unit member will be compensated for mileage from their home to work-site and return home, at the current District mileage rate. Call back language in this Agreement is not meant to be applied to a routinely scheduled event.

9.6. Adjustment of Assigned Time

9.6.1. Any bargaining unit member in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment changed to reflect the longer hours, in order to acquire pro-rata fringe benefits under this Agreement.

9.7. Meal Period

9.7.1. Each bargaining unit member whose regular work assignment is five (5) hours or more per day, shall be entitled, at a minimum, to a non-paid, uninterrupted thirty (30) minute meal period. If a bargaining unit member's work period does not exceed six (6) hours, this meal period may be waived by mutual consent of the employer and bargaining unit member.

9.8. Breaks

9.8.1. For each four (4) consecutive hours worked, a unit member shall be entitled to a fifteen (15) minute paid break. For each eight (8) hour work shift, a unit member shall be entitled to two (2) fifteen (15) minute paid breaks. Breaks are paid time and when not taken are lost. Breaks will not be used to extend a lunch hour or any paid leave, or shorten a work day.

9.9. Compensation for Holidays

9.9.1. All regular bargaining unit members shall be entitled to all legally specified holidays and Governing Board granted holidays with pay, providing the holiday falls during their normal workweek and they are in paid status during the working day immediately before or after the holiday.

9.9.2. If a unit member is required by his/her supervisor to work on a holiday, he/she shall receive his/her regular pay plus one and one-half (1 & ½) times the regular pay for working on a holiday. If bargaining unit members do work and are paid overtime for working on a holiday, they shall not receive an additional day off.

9.9.3. Should a holiday or Governing Board granted day off occur while a bargaining unit member is absent from work because of paid sick leave, vacation, or other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from the bargaining unit member's other paid leave of absence.

9.10. Every bargaining unit member shall be deemed to be employed for twelve (12) months during each school year regardless of the number of months in which he/she is normally in paid status. The District, in any school year, if it maintains school sessions at times other than during the academic year, shall assign for service during such times regular unit members. When it is necessary to assign bargaining unit members not regularly so assigned to serve between the end of one (1) academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No unit member whose regular yearly assignment for service excludes all, or any part of, the period between the ends of the academic year to the beginning of the next academic year, shall be required to perform services during such period. A bargaining unit member shall, for services performed as herein provided, receive (on a pro-rata basis) not less than the compensation and benefits which are applicable to that classification during the regular academic year.

9.11. Holidays

<i>New Year's Day</i>	January 1 st
<i>Martin Luther King Day</i>	Third Monday in January
<i>Lincoln's Birthday</i>	February 12 or any preceding or following Monday or Friday as agreed to by the District and bargaining unit in consultation with the Academic Calendar Committee.
<i>Washington's Birthday</i>	Third Monday in February
<i>Spring Vacation Day</i>	Friday of Spring Recess
<i>Memorial Day</i>	Last Monday in May
<i>Independence Day</i>	July 4 th
<i>Labor Day</i>	First Monday in September
<i>Admission Day</i>	To be observed on a day agreed to by the District and the bargaining unit in consultation with the Academic Calendar Committee.
<i>Veteran's Day</i>	November 11 th , or a Friday or Monday agreed to by the District and the bargaining unit in consultation with the Academic Calendar Committee
<i>Thanksgiving Day & the following Friday</i>	Usually during the 4 th week in November
<i>Winter Break</i>	Two days to be scheduled during winter break as agreed to by the District and the bargaining unit in consultation with the Academic Calendar Committee.

<i>CSEA Recognition Day</i>	A day in recognition of the bargaining unit member will be scheduled at the request of the unit and approved by the immediate supervisor. The day must be used within the same calendar year and will not roll over or be paid out.
<i>Christmas Eve</i>	December 24 th
<i>Christmas Day</i>	December 25 th
<i>New Year's Eve</i>	December 31 st
<i>Bargaining Unit Member's Birthday</i>	A day in recognition of the bargaining unit member's birthday will be scheduled at the request of the unit and approved by the immediate supervisor. The day must be used within the same calendar year and will not roll over or be paid out.

9.11.1. When a holiday falls on Saturday or on the sixth (6th) day of the bargaining unit member's assigned workweek, the preceding workday, not a holiday, shall be deemed to be that holiday.

9.11.2. When a holiday falls on Sunday or on the seventh (7th) day of the bargaining unit member's assigned workweek, the following day, not a holiday, shall be deemed to be that holiday.

9.12. Ten (10) Hour Workday/Four (4) Day Workweek

9.12.1. During the period between academic years the District may implement a work schedule known as the Four/Ten (4/10) Plan. The workweek shall consist of four (4) consecutive days, Monday through Thursday, of ten (10) hours per day and forty (40) hours per week. The ten (10) hour workday shall be scheduled as follows:

9.12.1.1. The bargaining unit member shall work the hours included in the regularly assigned eight (8) hour workday. The remaining two (2) hours shall be scheduled by the supervisor after consulting with the staff in an attempt to resolve individual scheduling problems. The bargaining unit member may also choose to substitute vacation time or time off without pay for the hours in excess of eight (8) hours with the supervisor's prior approval if the bargaining unit member has over 80 hours of vacation banked, otherwise if less than 80 vacation hours banked the bargaining unit member shall have the option of leave without pay, with the supervisor's prior approval.

9.12.1.1.1. The option(s) shall be elected, in writing, by the bargaining unit member 15 working days after district notification of Four/Ten (4/10) working schedule and shall be submitted to the immediate supervisor on or before that date. Such option(s) shall be elected by the bargaining unit member for the entire period.

9.12.1.1.2. Nothing herein shall prevent the bargaining unit member and the immediate supervisor from revising the elected option(s) provided that the revision is mutually acceptable to both the bargaining unit member and the immediate supervisor.

9.12.1.2. Except as otherwise provided herein, all overtime hours as defined in this Article shall be compensated at a rate of pay equal to one and one-half (1 & ½) times the bargaining unit member's regular rate of pay subject to the conditions listed in 9.4 above. Overtime is defined to include any time worked in excess of ten (10) hours in any one (1) day or on any one (1) shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the regularly assigned starting time or subsequent to the assigned quitting time.

9.12.2. Breaks

9.12.2.1. For each ten (10) hour shift, a bargaining unit member shall be entitled to two (2) twenty (20) minute paid breaks. Breaks are paid time and when not taken are lost. Breaks will not be used to extend a meal period or any paid leave, or shorten a work day.

9.12.3. July 4th Holiday

9.12.3.1. If the holiday falls on a Friday, Saturday or Sunday, the District and bargaining unit, in consultation with the Academic Calendar Committee, will agree to an alternative holiday. Each bargaining unit member shall be granted ten (10) hours (prorated based on schedule) of holiday pay for the July 4th holiday.

9.12.4. Shift Differential

9.12.4.1. All shift differential payments to bargaining unit members shall remain in effect except as provided herein. When a bargaining unit member's regular assignment is changed due to action initiated by the District, the provisions of Article 7.3 - Compensation and Benefits, of this contract shall apply in computing shift differentials.

9.12.5. Meal Period

9.12.5.1. Each full-time bargaining unit member whose work assignment is five (5) hours or more, shall be entitled to select either a one-half (1/2) hour or a one (1) hour duty free unpaid meal period. The meal period schedule shall be established for the total period that the Four/Ten (4/10) Plan is in effect.

9.12.6. Paid leave, including the optional vacation day, if taken during the Four/Ten (4/10) work schedule shall be based on the hourly equivalent of the bargaining unit member's assigned workday at the time taken.

9.13. Other Alternative Work Schedules

9.13.1. An alternative work schedule is a schedule other than eight (8) hours per day/five (5) days per week. It may be a benefit to the bargaining unit member and the District in the effective delivery of services.

9.13.2. A department or individual may initiate a proposal for an alternate schedule. Such proposal shall address how the alternative schedule will maintain and/or improve the availability of services provided by the department.

9.13.3. When a bargaining unit member's regular assignment is changed due to action initiated by the District, the provisions of Article 7.3. of Compensation and Benefits of this contract, shall apply in computing shift differentials. A bargaining unit member who voluntarily initiates a request to be on an alternative work schedule that is during a period that is eligible for shift differential shall not receive the shift differential should the request be approved.

9.13.4. Proposals must be approved by the immediate supervisor and the second level supervisor manager. The proposals will be reviewed by the Chancellor's designee for operational necessity and final approval with the understanding that the alternate work schedule will not be worked until final approval is obtained. If approval is not granted at any step, the bargaining unit member shall receive written explanation for the denial within thirty (30) days of the request.

9.13.5. Holidays for alternative and partial contract Work Schedules

9.13.5.1 For the purposes of this section, a holiday is a day off of work rather than a prorated hourly equivalent. Notwithstanding this agreement, when a bargaining unit member is to be compensated in lieu of a day off, the compensation shall be a pro-rata of their straight time daily rate based upon the weekly full-time equivalent approved by the Governing Board for the position. "Partial Contract" means a bargaining unit member employed less than full-time. All relevant sections of Ed Code will be followed as it pertains to Partial Contract.

9.14. Upon request, the CSEA chapter president shall be provided with quarterly reports of all substitutes working in the classified unit.

ARTICLE 10: LEAVES OF ABSENCE

10.1. Sick Leave

10.1.1. Each bargaining unit member shall receive one (1) day of sick leave per each month of employment. Regular sick leave shall be paid at the full rate of pay; after all regular sick leave has been used, the bargaining unit member shall be paid on the basis of fifty percent (50%) of the regular salary. Days paid at full salary when combined with days paid at fifty percent (50%) of salary cannot exceed one hundred (100) days per year.

10.1.2. Sick leave means the absence from duty of a regular classified bargaining unit member of the classified service because of his/her own illness, injury, or exposure to contagious disease. Regular sick leave may also be used to care for a family member suffering from an illness, injury, or exposure to contagious disease. Sick leave paid at fifty percent (50%) of regular salary shall not be used to care for a family member.

10.1.3. If new bargaining unit member, who is a member of the classified service, is employed more than fifty percent (50%) of any one (1) month, that month shall be counted as a "month of employment" for purposes of sick leave granted under Article 10.1.1.

10.1.4. Probationary and permanent bargaining unit members of the classified service shall be entitled to a leave of absence as a result of their own illness, injury, or exposure to contagious disease with the following provisions for salary payment.

10.1.4.1. Annual sick leave allowance shall be on the following basis: Full salary shall be paid for the number of days, which correspond to the number of months in the assignment year for each bargaining unit member, e.g., twelve (12) days for twelve (12) month assignment. This allowance shall be allotted to the bargaining unit member at the beginning of each contract year and may be used at any time, except that a new bargaining unit member of the district shall not be eligible to take more than six (6) days until the first (1st) day of the calendar month after completion of six (6) months of active service with the District. However, if the bargaining unit member terminates before the end of the contract year and has used unearned sick leave, he/she will have the appropriate amount deducted from his/her pay check for the number of unearned days used. Although the entire allowance for sick leave is allotted at the beginning of the contract year, it shall be construed as having been earned on the basis of one (1) day for each month served.

10.1.4.2. Any unused portion of the monthly sick leave in any year, up to twelve (12) days per year, shall be cumulative from year-to-year without limit.

10.1.5. Verification of illness of an employee or family member may be required by the District either in the form of a licensed physician's written statement or a statement by the bargaining unit member describing the nature of the illness on a form acceptable to the District. Normally a physician's statement will not be required for a short-term illness of five (5) days or less unless the District has valid grounds or suspects abuse. Requests shall be issued by Human Resources and verification shall be submitted to Human Resources.

10.1.6. All sick leave, regardless of the number of hours, must be reported by the bargaining unit member on the monthly time sheet. All absences, due to illness or injury, must be

promptly reported to the immediate supervisor or designee. As soon as the bargaining unit member becomes aware of their return to work date, the bargaining unit member shall inform their supervisor of the following within a reasonable period of time:

10.1.6.1. Said return date; and

10.1.6.2. Any conditions or limitations, which may restrict the bargaining unit member.

10.1.7. Donation of Sick Leave

10.1.7.1. The District will allow the donation of sick leave to any individual bargaining unit member who has suffered a long-term illness or disability and who has exhausted all accrued full paid leave and other full paid time off. Employee must be on an approved or extended District leave including FMLA, CFRA, or PDL. Donated sick leave will be considered a personally earned sick leave for purposes of augmenting the balance of half-pay sick leave. Sick leave donations must be used in conjunction with half pay sick leave. Any sick leave donated after bargaining unit member has exhausted half-pay sick leave allowance will be applied to replace half-pay sick leave used.

Employees eligible to *receive* sick leave donations:

- a. Must be on an approved District leave including FMLA/CFRA/PDL that exceeds thirty (30) days.
- b. Must be for their own injury or illness.
- c. Donations will be accepted for a two week period.
- d. Sick leave donations will be applied starting the date of signature on the pledge form.
- e. Solicitation of donations will be made by an officer of CSEA to Human Resources.
- f. The employee has agreed that they are allowing CSEA to solicit donations on their behalf.

Employees eligible to *make* sick leave donations:

- a. Must have a minimum balance of ninety six (96) hours of sick leave after the donation.
- b. Donations must be in eight (8) hour increments.
- c. Donations may not be for more than a total of forty (40) hours of sick leave per fiscal year.
- d. The donation of sick leave is irrevocable.
- e. The offer to donate sick leave shall remain valid for one (1) year from the date of signature on the pledge form.
- f. The offer to donate shall be made on a signed pledge form which is available on the forms depot.

10.1.8. Transfer of Sick Leave

10.1.8.1. Subject to the terms of Education Code, as it may be amended, any classified employee of a community college district, school district, or county

superintendent of schools who has been employed for a period of one (1) calendar year or more whose employment is terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with the District within one (1) year of the termination of his or her former employment, shall have transferred with him or her to the District the total amount of earned leave of absence for illness or injury to which he or she is entitled under Education Code.

10.1.9. A permanent bargaining unit member who has exhausted all available paid leaves or vacations and who is absent for a non-industrial accident or illness, may be granted additional unpaid leave for two (2) additional six (6) month periods.

10.1.10. Working from Home

10.1.10.1. When an illness or injury prevents a unit member from reporting to his or her work site, such unit member, in appropriate situations, may apply to his or her manager through his or her immediate supervisor, for permission to perform duties from the unit member's home. Approval of such requests resides within the sole discretion of the appropriate manager (subject to review of the President and Vice Chancellor of Human Resources). Prior to the implementation of any such request, a telecommuting or "work at home" plan will be developed for the unit member, and CSEA will review and consent to any such plan. Such plan shall include provisions for the length of time that the plan will be in effect, the number of hours per day to be worked as well as any other applicable and appropriate terms and conditions. Such plans will be terminable at the will of the District. Any such plan shall be subject to applicable state or federal regulations as well as any insurance or workers' compensation requirements.

10.2. Personal Necessity Leave

10.2.1. Leave which is credited under Article 10.1. above, may be used, at the unit member's election for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year. For the purposes of this Article, a "day" shall be the hourly equivalent of the bargaining unit member's assigned workday at the time the leave is taken.

10.2.2. For purposes of this Section, personal necessity shall be limited to:

10.2.2.1. Death or serious illness of a member of the unit member's immediate family;

10.2.2.2. An accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family;

10.2.2.3. Circumstances that are serious in nature and cannot be disregarded and which necessitate the immediate attention of the bargaining unit member or religious holiday, provided that, under no circumstances shall leave be available for purposes of personal convenience or the extension of a holiday or a vacation period for matters which can be taken care of outside the work hours, or for recreational activities.

10.2.3. Except where circumstances make it impossible to give prior notice, the bargaining unit member shall notify the appropriate management person of the need for personal necessity leave in order that such leave may be scheduled in such a way as to cause the least

impact on the department in which the bargaining unit member works or to enable the district to secure a substitute.

10.2.4. A unit member's signature on the District's Request for Leave of Absence Form shall constitute verification that the Personal Necessity Leave was used only for purposes set forth in Article 10.2.2. above. However, if a supervisor suspects abuse of personal necessity leave, they may request that a CSEA and Human Resources representative jointly verify that the nature of the personal necessity is valid.

10.3. Judicial Leave

10.3.1. Unit members will be provided leave for regularly called jury duty or to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. Upon knowledge of the appearance request, the unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave unless the unit member receives a notice to appear at a time that is less than ten (10) days away.

10.3.2. Any bargaining unit member who is working an evening or alternate shift (not falling between 7:30 a.m. and 5:00 p.m.; Monday through Friday) and is required to perform jury duty, shall be temporarily assigned to the day shift with no loss in wages or benefits. The bargaining unit member shall not be required to perform services for the District while the bargaining unit member reports to jury duty, unless released before 12:00 noon.

10.3.3. If a negotiated holiday, not observed by the courts, occurs while a bargaining unit member is serving jury duty, said bargaining unit member shall receive an alternate holiday upon returning to his/her regular work assignment.

10.4. Military Leave

10.4.1. Military leave shall be granted in accordance with the law.

10.5. Religious Leave

10.5.1. Unit members may be granted personal leave without pay for the purpose of observing religious holidays if no personal necessity leave is available. The leave must be approved prior to the leave being taken.

10.6. Bereavement Leave

10.6.1. Bereavement leave of up to three (3) days, or up to five (5) days if travel of more than four hundred (400) miles one (1) way is required, at full salary shall be granted. Such leave is granted only in case of the death of a member of the bargaining unit member's immediate family, or of an individual with whom the bargaining unit member had a significant personal relationship.

10.6.1.1. Immediate Family Includes: spouse, children, grandchildren, siblings, parents, and grandparents of the bargaining unit member or spouse of the bargaining unit member, siblings of parents or grandparents of the bargaining unit member or the spouse

of the bargaining unit member, and spouses and children of said siblings. The aforesaid relationships may be either natural, adoptive, or established by marriage.

10.6.1.2. Where the leave is requested as a result of the death of an individual, not a member of the immediate family as defined above, the bargaining unit member shall provide a brief written statement explaining the relationship with the deceased.

10.6.2. An extension of time for bereavement leave of up to an additional seven (7) days may be used by the bargaining unit member and deducted from the personal necessity leave allowance pursuant to Article 10.2. above.

10.7. Leave of Absence for Industrial Accident or Illness

10.7.1. A bargaining unit member at the time of accident or illness shall be granted a leave of absence with pay when he/she is absent due to an industrial accident or illness in accordance with the following:

10.7.1.1. Such leaves shall be for a maximum of sixty (60) working days in any one (1) fiscal year for the same accident. In the event that the sixty (60) working days will overlap into the next fiscal year, the bargaining unit member shall be entitled to only those days remaining at the end of the fiscal year in which the accident or illness occurred.

10.7.1.2. Such leave shall not be cumulative from year-to-year. During all paid leaves of absence required as a result of industrial accident or illness, whether industrial accident leave, vacation, sick leave, or other paid leave, the bargaining unit member shall endorse to the District his/her wage loss benefit checks received under the District's Workers' Compensation Policy. The District, in turn, shall issue the bargaining unit member appropriate warrants for full payment of salary and shall make normal payroll deductions.

10.7.1.3. A bargaining unit member receiving industrial accident leave shall remain within the State of California unless the Governing Board authorizes travel outside the State.

10.7.1.4. If the bargaining unit member is not medically able to resume normal duties of his/her position at the expiration of all available leaves of absence, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. If the bargaining unit member is medically recovered and available during the thirty-nine (39) month period, he/she shall be employed in any vacant position in his/her previous classification over all other candidates, except for those on a reemployment list established as a result of a layoff in which case he/she shall be listed in accordance with appropriate seniority. If such a bargaining unit member refuses to accept an appropriate assignment his/her name shall be removed from the reemployment list as the District is no longer obligated.

10.8. Interruption or Termination of Leave

10.8.1. Classified bargaining unit members shall be allowed to interrupt or terminate their vacation leave in order to begin another type of paid leave without a

return to active service provided the bargaining unit member supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

10.9. Pregnancy Leave

10.9.1. A bargaining unit member shall be granted ten (10) days of paid Pregnancy leave commencing the day after childbirth for recuperation.

10.10. Other Leaves With-Out Pay

10.10.1. Upon recommendation of the Chancellor and approved by the Governing Board, leave without compensation, increment, seniority, or permanency credit may be granted for a period of up to one (1) school year at the sole discretion of the District.

10.10.2. The application for and granting of such leaves of absence shall be in writing.

10.11. Break-In Service

10.11.1. No absence under any paid or unpaid leave provision of this Article shall be considered to be a break-in service for any bargaining unit member and shall not count as credit for salary step advancement except as provided herein.

10.12. Retraining and Study Leave

10.12.1. The District may grant leave for the purposes of study or retraining. The goals and purposes of any leave for the purpose of study or retraining shall be mutually agreed upon by the bargaining unit member and the District prior to the granting of such leave.

10.12.1.1. For the purposes of this Article, retraining shall mean training in a field other than the current field of employment.

10.12.1.2. For the purposes of this Article, study shall mean study for the purpose of increasing the bargaining unit member's skills in the current field of employment.

10.12.1.3. Such leave of absence may be taken for a period not to exceed one (1) year and may be taken in separate six (6) month periods, or in any other appropriate periods.

10.12.1.4. Retraining leave under this Article cannot be granted to an individual who has not served at least three (3) consecutive years as a regular bargaining unit member of the District.

10.12.1.5. Study Leave under this Article cannot be granted to an individual who has not served at least seven (7) consecutive years as a regular bargaining unit member of the District. (California Education Code Section 88222.)

10.12.1.6. Any leave of absence granted under this policy shall not be deemed a break-in service for any purpose except that such leave shall not be included as service in computing service for the granting of any subsequent leave

under this Article, nor shall the bargaining unit member earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement during the period of such leave.

10.13. Family Medical Leave Act/California Family Rights Act/Pregnancy Disability Leave (FMLA/CFRA/PDL)

10.13.1. The parties recognize that this language is based on an active body of law and, as changes occur, the law will prevail. The parties will comply with any applicable legal obligation to meet and negotiate under the EERA that may apply as a result of implementation of a change in the law regarding FMLA/CFRA/ and/or PDL.

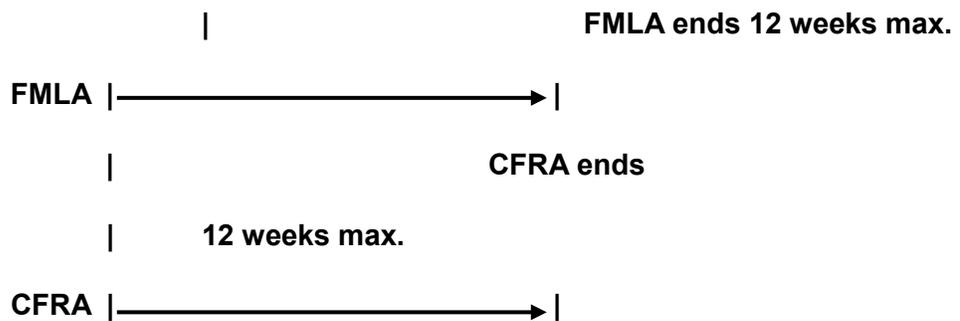
10.13.1.1. FMLA/CFRA Definitions

10.13.1.1.1. FMLA: Family Medical Leave Act administered by the United States Department of Labor.

10.13.1.1.2. CFRA: California Family Rights Act administered by the California Department of Fair Employment and Housing.

10.13.1.2. FMLA/CFRA Conditions

10.13.1.2.1. FMLA and CFRA shall run concurrently, except in the case when pregnancy disability leave (“PDL”) is used. All district-approved leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/CFRA qualifying shall run concurrent with the leave provided for under the FMLA/CFRA. The District has adopted the “rolling 12-month period” for determining eligibility. This means that the District will measure back 12 months from the date of the qualifying event. Unused FMLA/CFRA leave shall not accrue from 12-month period to 12-month period.



10.13.1.3. FMLA/CFRA Eligibility

10.13.1.3.1. A unit member is eligible for a FMLA/CFRA leave if he/she: (1) has been employed for at least twelve (12) months; and (2) has a minimum of twelve hundred fifty (1,250) hours of service (hours worked) in the twelve (12) month period immediately preceding the leave.

10.13.1.4. FMLA/CFRA Qualifying Reasons

10.13.1.4.1. Leaves taken for the following reasons are qualifying:

- a. The birth of a child of the unit member, to care for the newborn child;
- b. The placement of a child with the unit member for adoption or foster care;
- c. Providing for the care of the unit member's parent, child, spouse or domestic partner who has a serious health condition;
- d. Because of a serious health condition that makes the unit member unable to perform the essential functions of his/her position.

Unlike the FMLA, CFRA does NOT include pregnancy or related medical conditions within the definition of serious health condition (refer to Article 10.13.).

10.13.1.4.2. In addition, service member FMLA leave is available to bargaining unit members. It is the District's policy to provide service member FMLA leave in conformity with the provisions of the FMLA. Except as stated below, such rights and obligations for service member FMLA leave are governed by the existing FMLA policy. Service member FMLA leave runs concurrent with other leave entitlements provided under federal, state and local law. Service member FMLA provides eligible bargaining unit members unpaid leave for any one, or a combination of, the following reasons:

- a. A "Qualifying Exigency" arising out of a covered family member's (spouse, son, daughter, or parent) active duty or call to active duty in the Armed Forces in support of a contingency operation, which may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post deployment reintegration briefings, and/or
- b. To care for a covered service member, who has incurred in the line of duty on active duty in the Armed Forces an injury or illness provided that such injury or illness renders the covered family member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list.

10.13.1.5. Notice

10.13.1.5.1. Bargaining unit members wishing to take family and medical leave must provide the District with at least thirty (30) days advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days advance notice is not practicable, the bargaining unit member must give the district notice as soon as practicable. If the bargaining unit member fails to comply with the thirty (30) day notice requirement, the bargaining unit member shall explain the reasons why such notice was not practicable upon a request

from the District for such information. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a bargaining unit member provides notice to the District of the need for FMLA leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the bargaining unit member and explain any consequences of the failure to meet these obligations. Failure to comply with notice requirements may result in denial or deferral until proper notice is provided.

10.13.1.6. Duration

10.13.1.6.1. FMLA/CFRA leave credit can be used up to a maximum of twelve (12) weeks per entitlement year. Leaves of absence taken in accordance with this Agreement may exceed twelve (12) weeks however; nothing in this Agreement is intended to extend the provisions of the FMLA/CFRA. A unit member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

10.13.1.6.2. When service member FMLA leave is taken to care for an injured or ill service member, an eligible unit member may take up to twenty six (26) workweeks of leave during a single twelve (12) month period to care for the service member. Leave to care for an injured or ill servicemen, when combined with other FMLA qualifying leave, may not exceed twenty six (26) workweeks in a single twelve (12) month period. In addition, where spouses are both employed by the District, they may take up to, in aggregate, twenty six (26) workweeks of service member FMLA leave, provided that any portion of the aggregate leave that is not for care of a family service member does not exceed twelve (12) workweeks.

10.13.1.7. Leave on an Intermittent or Reduced Schedule Basis

10.13.1.7.1. FMLA/CFRA leave may be taken in one or more periods and does not have to cover a continuous period of time.

10.13.1.7.2. Unit members may take FMLA/CFRA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) or on reduced schedule basis if the leave is for the unit member's serious health condition, the serious health condition of the unit member's child, parent, or spouse, to care for an ill or injured covered service member, and the intermittent or reduced schedule leave is medically necessary as determined by the health care provider of the person with the serious health condition. Intermittent or reduced schedule leave is also available when necessary for a qualifying exigency. The minimum leave increment shall be the shortest period of time the District's payroll system uses to account for absences or use of leave.

10.13.1.7.3. Where CFRA leave is running separate and apart from FMLA leave (such as CFRA leave following pregnancy disability leave/FMLA leave), the minimum duration for leave taken in connection with the birth, adoption or foster care placement of a child is two (2) weeks, except that the District shall

grant a request for CFRA leave of less than two (2) weeks on any two (2) occasions during the one (1) year period following the birth, adoption or placement of the child with the unit member.

10.13.1.8. Medical Certification

10.13.1.8.1. Unit members shall be required to furnish medical certification of the serious health condition that is the basis for the FMLA;/CFRA leave. Failure to do so may result in a delay granting the FMLA/CFRA leave.

10.13.1.8.2. Medical certification required for the unit member's own serious health condition shall include;

- a) The date when the serious health condition began;
- b) The probable duration of the condition; and
- c) A statement that due to the serious health condition, the unit member is unable to perform the essential functions of his or her position.

10.13.1.8.3. Medical certification is required when the unit member requests leave for the care of the unit member's seriously ill child, parent, spouse or domestic partner, and shall include;

- a) The date on which the serious health condition commenced;
- b) The probable duration of the condition;
- c) An estimate of the time the health care provider believes the unit member needs to care for the individual requiring the care; and
- d) A statement that the serious health condition warrants the participation of a family member to provide care.

10.13.1.8.4. When service member FMLA leave is taken to care for an injured or ill service member, unit members must obtain certification completed by an authorized healthcare provider of the covered service member. Authorized healthcare providers include: Department of Defense, Veterans Affairs Health Care Provider, or a Department of Defense TRICARE network or non-network authorized private health care provider. The complete and sufficient certification must be submitted to the District within fifteen (15) days unless not practicable to do so despite the unit member's diligent, good faith efforts.

10.13.1.8.5. The District also may require that the unit member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District also may require a unit member on FMLA leave to report periodically on the unit member's status and intent to return to work.

10.13.1.8.6. In addition, the District may require a certification at the time a unit member seeks reinstatement from leave due to the unit member's own serious health condition that the unit member is fit for duty and able to return to work. The District may delay such restoration until such certification is provided.

10.13.2. FMLA/PDL (These two acts run concurrently)

10.13.2.1. Definitions

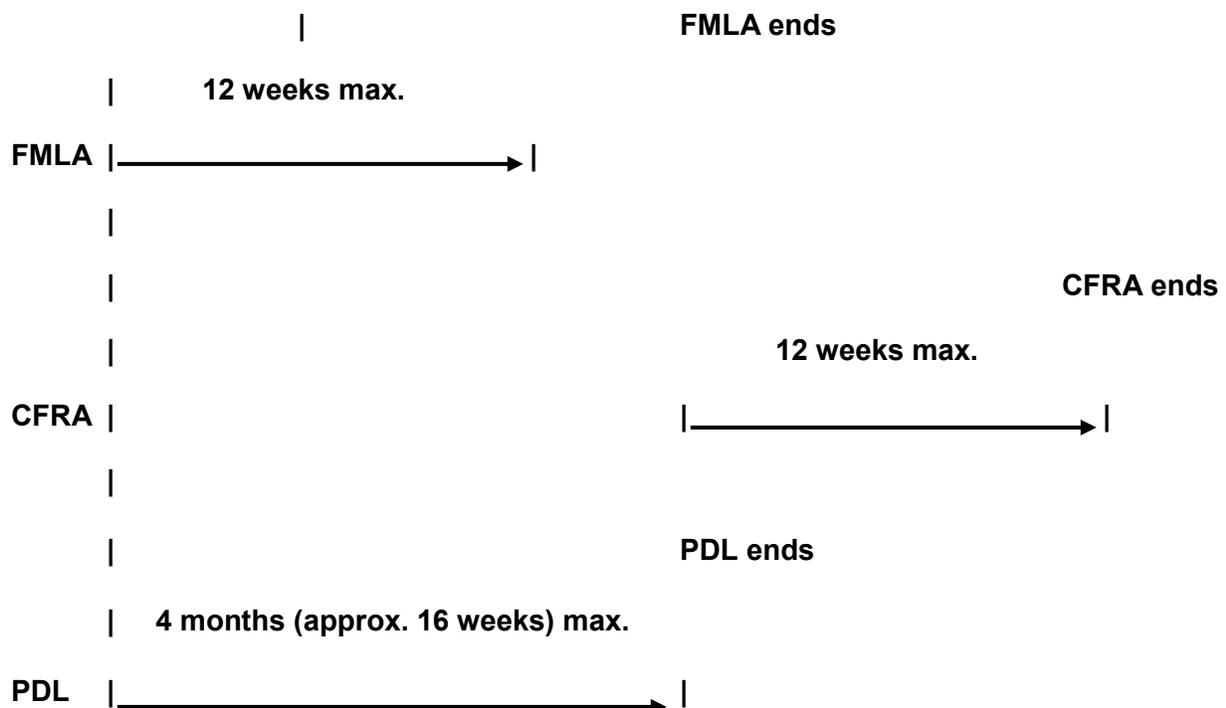
10.13.2.1.1. FMLA: Family Medical Leave Act administered by the United States Department of Labor.

10.13.2.1.2. PDL: Pregnancy Disability Leave.

10.13.2.2. Conditions

10.13.2.2.1. A unit member affected or disabled by pregnancy related conditions, is eligible for an unpaid Pregnancy Disability Leave. PDL shall run concurrently with FMLA leave only. PDL is separate and distinct from CFRA leave. All District approved leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/PDL qualifying shall run concurrent with the leave provided for under the FMLA/PDL. All other conditions noted in Article 10.13.2. shall apply.

10.13.2.2.2. Separately, CFRA leave may, but need not, commence once the child is born. When the child is born, the woman has a choice of either continuing on FMLA/PDL until the disability period ends and then beginning CFRA bonding leave, or commencing CFRA bonding leave immediately. CFRA bonding leave need not be taken right after the baby is born but, if taken, must be concluded within one year of the child's birth.



10.13.2.3. Eligibility

10.13.2.3.1. Pregnancy Disability Leave is available to probationary unit members upon the date of hire. PDL is available to permanent unit members and will run concurrently with FMLA.

10.13.2.4. Notice

10.13.2.4.1. Bargaining unit members wishing to take family and medical/PDL leave must provide the District with at least thirty (30) days advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days advance notice is not practicable, the bargaining unit member must give the district notice as soon as practicable. If the bargaining unit member fails to comply with the thirty (30) day notice requirement, the bargaining unit member shall explain the reasons why such notice was not practicable upon a request from the District for such information. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a bargaining unit member provides notice to the District of the need for FMLA/PDL leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the bargaining unit member and explain any consequences of the failure to meet these obligations.

10.13.2.5. Duration

10.13.2.5.1. The duration of the Pregnancy Disability Leave, including any paid leave taken due to pregnancy related disability, shall not exceed four (4) months. Leaves of Absence taken in accordance with this Agreement may exceed four (4) months; however; nothing in this Agreement is intended to extend the provisions of Pregnancy Disability Leave as allowed by law.

10.13.2.6. FMLA/PDL Qualifying Reasons

10.13.2.6.1. The qualifying reason is when a woman's pregnancy precludes her from performing her job (i.e. her absence from work is medically necessary because she is disabled by pregnancy).

10.13.2.7. Medical Certification

10.13.2.7.1. The District shall require medical certification of disability if the absence is longer than five (5) days. Medical certification shall include the date of disability and the probable duration of the disabling condition. The District also may require that the unit member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District also may require a unit member's status and intent to return to work.

10.13.2.8. Requests for Reasonable Accommodation

10.13.2.8.1. A unit member may request a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she provides the District with medical certification from her health care provider. In addition to other possible forms of reasonable accommodation, a pregnant unit member may transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, and the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

10.13.2.8.2. Such reasonable accommodation will not involve the District creating additional employment that would otherwise not be created, discharging other unit members, transferring another unit member with more seniority, violating a collective bargaining agreement, or promoting any unit member (including the pregnant unit member) to a position for which the unit member is not qualified.

10.13.3. Compensation

10.13.3.1. Leaves as described in this Article are unpaid, except to the extent that paid accrued leave is used concurrent with these leaves. Use of paid accrued leave concurrently with FMLA, CFRA and/or PDL leave must be in accordance with the provisions of this Agreement and the District's policies, practices and procedures.

10.13.4. Maintenance of Health Benefits

10.13.4.1. The District shall maintain the unit member's health benefits coverage during the leave period as if the unit member were still actively working. If the unit member either fails to return from Family Leave when the leave entitlement has expired or returns from leave but fails to work 30 calendar days after returning, the District may recover any portion of the group health insurance premium paid by the District.

10.13.5. Reinstatement

10.13.5.1. For FMLA/CFRA leave, the District shall reinstate a unit member on leave, as provided for by this Article and the requirements of the law, to the same or an equivalent position with the same pay, benefits and other employment terms upon the unit member's timely return from leave, subject to exceptions allowed by applicable law.

10.13.5.2. For PDL, the District shall reinstate a unit member on leave, as provided for by this Article and the requirements of the law, to the same position with the same pay, benefits, and other employment terms upon the unit member's timely return from leave, subject to exceptions allowed by applicable law.

10.14 If a particular college closes due to an emergency or critical situation and bargaining unit members are sent home with pay, yet certain bargaining unit members are asked to work during this critical time, these bargaining unit members shall receive pay as well as time off, hour for hour, not paid on an overtime status. Mutual agreement between the bargaining unit member and the supervisor is required for scheduling this time off and must be used within three (3) months of the date of critical need.

ARTICLE 11: VACATIONS

11.1 All bargaining unit members of the Classified Service shall be granted annual vacation in accordance with their assignment year and their current rate of pay. Vacation scheduling shall be determined by the District. An effort shall be made to ensure that vacations can be taken at times convenient to the unit member, consistent with the needs of the District and the work load of the department.

11.1.1 Normally, vacation shall be taken following the fiscal year in which it is accumulated. In special circumstances, bargaining unit members may be granted vacation, with the approval of the Chancellor during the school year even though the vacation is not earned at the time it is taken. Such action must be verified in writing by the appropriate supervisor.

11.1.2. If for any reason the bargaining unit member is unable to take his/her full annual vacation, up to ten (10) days may be carried over to the next year and any balance shall be paid to the bargaining unit member at the end of the fiscal year following the year in which the vacation is accumulated.

11.1.3. Earned vacation shall not become a vested right until completion of six (6) months of employment with the District.

11.1.4. If a bargaining unit member is terminated and had been granted vacation which was not yet earned at the time of termination of his/her services, the employer shall deduct from the bargaining unit member's severance check the full amount of salary which was paid for such unearned days of vacation taken.

11.1.5. Upon separation from service, the bargaining unit member shall be entitled to compensation for all earned and unused vacation, except bargaining unit members who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

11.1.6. All Bargaining unit Members' Vacation Shall Be Computed as Follows:

(Effective July 1, 2002)

11.1.6.1. .03846 hours of vacation for each hour in paid status not including overtime, for the first two (2) full assignment years with the District (ten [10] working days if full-time);

11.1.6.2. .05769 hours of vacation for each hour in paid status not including overtime, starting with their third (3rd) full assignment year through their ninth (9th) full assignment year with the District (fifteen [15] working days if full-time);

11.1.6.3. .07692 hours of vacation for each hour in paid status not including overtime, starting with their tenth (10th) full assignment year through their twentieth (20th) full assignment year with the District (twenty [20] working days if full-time);

11.1.6.4. .08077 hours of vacation for each hour in paid status not including overtime, starting with their twenty-first (21st) full assignment year through their twenty-fourth (24th) full assignment year with the District (twenty-one [21] working days if full-time);

11.1.6.5. .08461 hours of vacation for each hour in paid status not including overtime, starting with their twenty-fifth (25th) full assignment year through their thirtieth (30th) full assignment year with the District (twenty-two [22] working days if full-time);

11.1.6.6. .08846 hours of vacation for each hour in paid status not including overtime, starting with their thirty-first (31st) full assignment year with the District (twenty three [23] working days if full-time).

11.7. Holidays which occur during a bargaining unit member's vacation period shall not be charged against the bargaining unit member's accumulated vacation.

11.8. Optional Vacation Day

11.8.1. Three (3) years after the original hire date, a classified bargaining unit member shall receive one (1) optional vacation day each year. The optional day may not be carried over to the next year. For the purposes of this Article, a "day" shall be the hourly equivalent of the bargaining unit member's assigned workday at the time the vacation day is taken.

11.9. Interruptions of Vacation

11.9.1 In the event that vacation is interrupted by illness which is covered by the sick leave provision, sick leave may be substituted for vacation with proper notification and any verification the employer may require.

ARTICLE 12: PERFORMANCE ASSESSMENT

12.1. All bargaining unit members will be assessed in writing by their immediate supervisor on the appropriate form set forth in Appendix D.

12.1.1 For the purposes of this article, an immediate supervisor shall not be a position in the bargaining unit. The immediate supervisor shall be a management or supervisory employee who is assigned by the District to assess the performance of a bargaining unit member. A bargaining unit member working out-of-class in a management or supervisory position may be required by the District to give input and information for the performance assessment of another bargaining unit member. A bargaining unit member working in an “acting” capacity in a management or supervisory position may be required by the District to assess the performance of a bargaining unit member.

12.2. Probationary

12.2.1. Newly hired bargaining unit members shall serve a twelve (12) month probationary period. Performance assessments (see Performance Assessment Form – Appendix D-2) for all probationary bargaining unit members shall be submitted on or about the end of the third (3rd), sixth (6th), and ninth (9th) month from the date of appointment to the position. Any probationary unit member who does not receive a performance assessment in a timely manner may notify the Chancellor’s designee in order to provide the assessment as soon as possible thereafter.

12.2.2. Continued employment beyond the twelve (12) month probationary period shall indicate that the bargaining unit member has achieved permanency.

12.3. New Positions/Promoted Bargaining Unit Members

12.3.1. Performance assessments (see Performance Assessment Form – Appendix D-1) for permanent bargaining unit members appointed to a new position shall be submitted twice during the first (1st) year in the new classification. Any promoted bargaining unit member who does not receive a performance assessment in a timely manner may notify the Chancellor’s designee in order to provide the assessment as soon as possible thereafter.

12.4. The performance assessment procedures shall be as follows:

12.4.1. The immediate supervisor shall meet with the bargaining unit member.

12.4.2. Each element of the performance assessment shall be discussed.

12.4.3. Strong areas shall be noted.

12.4.4. Weak areas shall be explained and specific recommendations made as to methods to be used to achieve improvement.

12.4.5. The performance assessment shall be signed by the immediate supervisor and the person to whom the immediate supervisor reports prior to the time of this meeting.

12.4.6. The bargaining unit member shall sign the performance assessment; such signature indicating neither concurrence nor objection to the content. At this time the bargaining unit member shall have the opportunity to indicate a request for further review of the performance assessment, or his/her intent to file a written rebuttal.

12.4.7. Any deficiency reported in the performance assessment shall be accompanied by written documentation showing that the supervisor counseled the bargaining unit member regarding the deficiency at the time it was noted. Such documentation shall include the date the counseling took place and instructions given the bargaining unit member regarding methods to be used to achieve improvement. The bargaining unit member may attach a written response under Education Code section 87031, including comments regarding counseling and instructions given to the bargaining unit member.

12.5. Annual Performance Assessment

12.5.1. A completed Annual Performance Assessment form (see Performance Assessment Form – Appendix D-1) for all other permanent bargaining unit members shall be submitted once per year at a time designated by the District, based on the anniversary of the bargaining unit member’s placement in his/her current position. Time spent working out-of-class or in an acting position will not affect a bargaining unit member’s anniversary date.

12.5.2. The purpose of the performance assessment is to reflect on achievements, contributions, and areas for further development. The immediate supervisor shall prepare an annual performance assessment and meet with the bargaining unit member to review the assessment. The bargaining unit member will have an opportunity to submit a response with the performance assessment. The performance assessment will then be submitted to the next level supervisor/manager for review. A copy of the completed performance assessment shall be placed in the bargaining unit member’s personnel file.

12.5.3. If the district requires a bargaining unit member to complete a specific course of training, the District will pay for the actual cost of the training fees and books. The District will also compensate the bargaining unit member for the time spent traveling to and from and attending the training, either by release time during the assigned workday or by payment of wages for time over and above the assigned workday.

12.6. General Provisions

12.6.1. Special performance assessment (s) may be made on either a permanent or probationary bargaining unit member at other than specified times upon the request of the unit member, appropriate department head, or the administration.

12.6.2. Allegations or hearsay statements about a bargaining unit member shall not be used in the assessment of a bargaining unit member. For the purposes of the performance assessment, observations of lead personnel shall not be considered as hearsay.

12.6.2.1. Hearsay is defined as: Evidence not proceeding from the personal knowledge of the witness, but from the mere repetition of what others have said or written.

12.6.3. If an assessment includes information of a derogatory nature, the subject bargaining unit member shall have the right to enter on and/or have attached to such performance assessment their own documents and/or statements.

12.6.4. The assessment shall be reviewed and signed by the first level of management above the immediate supervisor. After this review, the bargaining unit member shall receive a copy of the assessment and any attachments.

12.6.5. If the bargaining unit member does not concur with the statements in or attached to the assessment, he/she shall have the right to request, through the Union, a review of the assessment by the Chancellor or designee.

ARTICLE 13: HEALTH & SAFETY

13.1. Maintenance of Work Locations

13.1.1. The District agrees to maintain all work locations in a safe and sanitary condition and shall not knowingly violate applicable provisions of state and federal laws relating to health, safety, and fire.

13.2. Maintenance of Special Purpose Facilities

13.2.1. The District shall maintain in a safe and sanitary condition all bargaining unit member lunchrooms, restrooms, lavatories, and break facilities.

13.3. Safety Equipment, Clothing, and Devices

13.3.1. The District agrees to furnish safety equipment, clothing, and devices required to maintain a safe and healthy environment for its bargaining unit members and to comply with all local, state, and federal statutes regarding such safety items. In turn, all bargaining unit members agree to comply with all safety rules, procedures and precautions and to use all furnished or required safety equipment, devices, or clothing. CSEA agrees to cooperate wherever possible in encouraging bargaining unit members to adhere to the spirit of this Article.

13.3.1.1. As provided in Education Code Section 88037, the District may require designated bargaining unit members to wear uniforms. If the District does so, it will meet with the Union to negotiate the color, type, and material of the required uniforms. The District will provide and maintain such uniforms for the affected classified bargaining unit members.

13.4. Notification of Unsafe or Unsanitary Conditions

13.4.1. All bargaining unit members are obligated to notify their supervisors of any known unsafe or unsanitary conditions at any District work location. No reprisal of any kind shall be taken against any bargaining unit member as a result of that bargaining unit member's report of any unsafe or unsanitary conditions.

13.5. Refusal to Work under Unsafe Conditions

13.5.1. A bargaining unit member shall have the right, without fear of reprisal, discrimination, or discipline, to refuse to work on a job which the bargaining unit member, reasonably, and in good faith believes places him/her in imminent physical danger or significantly endangers his/her health.

13.5.2. In All Such Cases the Bargaining Unit Member Shall:

13.5.2.1. Immediately report the hazardous condition to the supervisor and explain why there is a danger.

13.5.2.2. Request that the supervisor correct or have removed the hazard or danger.

13.5.2.3. Insure that the refusal is based only on the existence of the hazard.

13.5.2.4. Leave the immediate area of danger but may not leave the work site unless directed to do so by the supervisor.

13.5.2.5. Perform alternate duties as assigned prior to removal of the hazard.

13.5.2.6. Perform the job once the hazard is removed.

13.5.3. In All Such Cases the Site Supervisor Shall:

13.5.3.1. Initiate an evaluation of the complaint as soon as possible.

13.5.3.2. Assign alternate duties to the bargaining unit member(s) until the hazard is removed.

13.5.3.3. Inform the bargaining unit member of the result of the evaluation of the reported safety hazard.

13.5.3.4. Assign the bargaining unit member's normal duties at such time as the hazard has been removed.

13.5.4. CSEA and the supervisor may jointly investigate any alleged safety problem in an attempt to arrive at a mutually satisfactory remedy.

13.5.5. If the bargaining unit member, in good faith, believes a safety problem continues to exist after the District has determined that the condition has been remedied, the Associate Vice Chancellor of Human Resources, or designee, shall review the situation with CSEA.

13.6. Nothing in this Article shall negate the right of the bargaining unit member or CSEA to file a complaint with appropriate worker health & safety agencies such as CAL OSHA.

13.7. Safety Training

13.7.1. The District agrees to provide bargaining unit member training to general safe work practices and specific training for hazards unique to any job assignment.

13.8. Sexual Harassment

13.8.1. Neither the employer nor its agents shall engage in or allow the sexual harassment of bargaining unit members.

13.8.2. "Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

13.8.2.1. Submission to such conduct is made either explicitly or implicitly, a term or condition of a bargaining unit member's employment, or;

13.8.2.2. Such conduct has the purpose or effect of unreasonably interfering with a bargaining unit member's work performance or creating an unsafe, intimidating, hostile, or offensive working environment.

13.8.3. Incidents of sexual harassment are NOT subject to the grievance procedure, but are subject to the District Sexual Harassment Policy.

13.9. Abusive Behavior

13.9.1. Bargaining unit members shall be entitled to District provided protection against threats, assaults, and verbal abuse from other staff members, supervisors, or managers.

13.9.2. For the purposes of this section “abusive behavior” shall be defined as racial slurs, written or verbal statements, or actions intended to incite, intemperate behavior and other improper or illegal attacks.

13.9.3. Incidents of abuse shall be reported by the affected bargaining unit member to the immediate supervisor, the next level of management above the immediate supervisor where the immediate supervisor is involved in the complaint, and/or to CSEA.

13.9.3.1. For the purposes of this section “Verbal Abuse” does NOT include strong but correct criticism by a supervisor. The District will NOT, however, condone intemperate (i.e., loud, abusive, or profane) criticism of subordinates by its supervisory or management personnel.

13.9.4. On receipt of the complaint, the District shall conduct an immediate investigation and shall take all reasonable and necessary steps, consistent with the facts, in order to remedy the situation.

13.9.5. Any disagreement as to the remedy shall be subject to the grievance procedure beginning at Level III.

13.10 Notice

13.10.1. When pesticides or any potentially toxic chemicals are to be used in a bargaining unit member work area, the District shall give advance notice to all affected bargaining unit members.

13.10.1.1. Wherever possible, written notice shall be posted at the affected site twenty-four (24) hours in advance.

13.10.1.2. Where twenty-four (24) hour notice is not possible and immediate action is required, due to the serious nature of the problem, all bargaining unit members working in the area shall be notified prior to use of any toxic substance. In this instance, the written notice shall be posted immediately prior to application or use of the toxic substance.

13.10.1.3. The District shall provide an alternate work site during the time of application of the substance. Subsequently, an alternate work site shall be provided in the event a bargaining unit member has any allergic reaction to said chemicals.

13.10.2. Prior to the use of toxic substances in a bargaining unit member’s work area, the District shall provide to bargaining unit members in the affect area a copy of the MSDS as provided by law.

13.10.3. The District agrees to post any CAL OSHA citations at or near the place where the violation occurred.

13.11. Safety Committee

13.11.1. The District/College Safety Committee shall include at least two (2) members appointed by CSEA. This committee shall meet at least once per month and shall review safety conditions. The committee shall make recommendations concerning improvements in safety conditions. Copies of all CAL OSHA reports submitted to the District shall be sent to the committee. Safety Conditions of Employment are defined as: Any work related condition affecting the health, safety, or welfare of the bargaining unit member, as defined in the California Administrative Code Title VIII.

ARTICLE 14: LATERAL TRANSFER AND PROMOTION

14.1. Lateral Transfer

14.1.1. For the purpose of this Article, an applicant shall be a bargaining unit member. A qualified applicant shall be a bargaining unit member serving in the same salary range and comparable position as that of the open position and who meets the qualifications for the open position per the job description for that position.

14.1.2. When an existing position becomes vacant within the unit member's salary range and comparable position, the District shall first offer the opportunity to laterally transfer qualified bargaining unit members serving in the same salary range. In-house applicants who request a lateral transfer will be interviewed prior to interviewing candidates from the public. In the event an in-house candidate who meets the minimum qualifications is not selected for the position, the supervisor of that vacant position will confer with the Chancellor's designee regarding the non-selection of an in-house candidate.

14.1.3. In-house candidates possessing the minimum qualifications shall be guaranteed an interview.

14.1.4. In the event that an eligible in-house applicant for lateral transfer is not accepted, and the District chooses to advertise the position to the public, applicants from in-house may request to be considered as part of the public recruitment applicant pool. The selection committee may choose in-house applicants to be interviewed as part of the public recruitment process. All bargaining unit members shall be granted release time for District job interviews.

14.1.5. The District designee shall determine if the pool of applicants is representative of the employment needs as specified in the appropriate District policy. If it is determined that the pool is not representative, then the site President will be notified and determination made on continuation of process.

14.1.6. The District shall notify, in writing, those in-house candidates not selected for an interview and shall notify, in writing, those in-house candidates not selected for the position, in a timely manner.

14.1.7. Nothing in this Article shall be interpreted to prevent the District from posting a position to the public prior to completion of the interview and selection processes for in-house lateral transfer candidates, if the District chooses to advertise the position to the public.

14.2. Posting of Notice

14.2.1. Notice of all lateral transfer opportunities within the bargaining unit shall be posted via e-mail for a period for six (6) full working days during which time bargaining unit members within the unit may file for the vacancy.

14.2.2. Bargaining unit members on extended leave must notify Human Resources by e-mail or written request prior to the beginning of the extended leave if they wish to be notified of in-house announcements during their absence. Unit members who have been laid off from the District will be mailed a copy of the notice by first-class mail.

14.3. Notice Content

14.3.1. The Job Transfer Notice shall include the job title, a complete description of the position and duties, the minimum qualifications required for the position, the assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

14.4. Filing

14.4.1. Any bargaining unit member in the bargaining unit may file for the vacancy by submitting written notice to Human Resources by 5:00 p.m. of the last day of the filing period. Any bargaining unit member on leave or vacation may notify Human Resources by telephone of his/her intent to file for the position or may authorize his/her Job Steward or any other District bargaining unit member to file on the bargaining unit member's behalf.

14.5. Order

14.5.1. Any bargaining unit member in the bargaining unit who files for the vacancy during the posting period and is certified by the Human Resources Office as eligible for transfer shall be considered for the vacant position. Bargaining unit members who are eligible for transfer are those who have completed their one-year probationary employment period with the District.

14.6. Training

14.6.1. In an attempt to better prepare bargaining unit members for the District's hiring process/promotional opportunities, the District and CSEA agree to provide job appropriate training on an ongoing basis.

14.7. Involuntary Transfer

14.7.1 The involuntary transfer of a permanent bargaining unit member from one job to another, for which the bargaining unit member may be qualified, not involving a change in classification and/or salary range, may be made after notifying the affected bargaining unit member in writing six (6) days preceding the effective date, if a site change is involved. If such transfer is within the same site, the transfer may be made at any time by the appropriate chief administrator; no written notice is required. In emergency situations, the transfer may be made at any time by the appropriate chief administrator; no written notice is required. Voluntary transfer of a permanent bargaining unit member from one classification to another, not involving a change of salary range or to a lower classification may be made at the written request of the bargaining unit member with approval of the appropriate administrator(s). A bargaining unit member may not apply for a voluntary transfer under the provisions of this Article until permanency in their current classification has been achieved.

14.8. Lateral transfers within the same classification in a comparable position shall be made without change in salary rate or anniversary date.

14.9. Promotion

14.9.1. A bargaining unit member who is promoted to a higher classification shall be placed on the step, which is at least five percent (5%) higher than the monthly salary of the bargaining unit member's classification and step at the time of the promotion.

14.9.2. A unit member accepting promotion to a higher classification in which they have not previously served for at least one year, will be evaluated under Article 12 - Performance Assessment. If at the conclusion of the first year of service, the evaluation shows the performance to be unsatisfactory, the bargaining unit member will be administratively transferred to a vacant position at the same classification the bargaining unit member held prior to their current promotion for which they meet minimum qualifications. If no vacant position is available a bargaining unit member may exercise bumping rights.

14.10. Transfer to a Lower Classification

14.10.1. In those instances where a bargaining unit member accepts a voluntary transfer to a position in a lower classification, they will be placed on the salary schedule at the step which is closest, without exceeding their current salary.

14.10.2. A bargaining unit member accepting transfer to the same or lower classification in which they have not previously served for at least one year, will be evaluated under Article 12 – Evaluations (12.3.). If at the conclusion of the first year of service, the evaluation shows the performance to be unsatisfactory, the bargaining unit member will be administratively transferred to a lateral position for which they meet minimum qualifications.

ARTICLE 15: DISCIPLINE OF BARGAINING UNIT MEMBERS

15.1. The parties intend to provide for discipline procedures which recognize and implement the principals of progressive discipline. One of the purposes of progressive discipline is to educate the bargaining unit member and to promote successful performance. A bargaining unit member in the bargaining unit may be disciplined by the District for just cause. A verbal and written reprimand will normally precede discipline. The term “discipline” specifically does not include adverse or negative evaluations, warnings, directives, and the implementation of other Articles in the Agreement such as denial of any leave.

15.1.1. Cause is defined as: Those grounds for discipline, or offenses, enumerated in the law or, the written rules of a public school employer. No disciplinary action may be maintained for any “cause” other than as defined therein. No disciplinary action shall be taken for any cause that arose prior to the bargaining unit member’s becoming permanent or for any cause that arose more than two years preceding the date of the filing of the notice of cause, unless the cause was concealed or not disclosed by the bargaining unit member when it could be reasonably assumed that the bargaining unit member should have disclosed the facts to the District.

15.1.2. Disciplinary Action is defined as: Any action whereby a bargaining unit member is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, demotion, or any reassignment without his/her voluntary consent, except a layoff for lack of work or lack of funds.

15.2. Whenever disciplinary action is proposed, the bargaining unit member shall be notified in writing of the proposed disciplinary action and afforded an opportunity to respond to the proposal prior to the recommendation of any action. In emergency situations, where person(s) or property are in jeopardy and it is deemed appropriate to remove the bargaining unit member immediately, the bargaining unit member shall not lose compensation prior to the date when discipline may commence. The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed complete on the date of mailing. The contents of the written notice shall include at least the following:

15.2.1. A statement identifying the District.

15.2.2. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based.

15.2.3. The specific disciplinary action proposed.

15.2.4. The cause(s) or reason(s) for the specific disciplinary action proposed.

15.2.5. A copy of the applicable regulation(s) where it is claimed a violation of the regulation(s) took place.

15.2.6. A statement that the bargaining unit member has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits within ten (10) calendar days following the date the written notice was served.

15.2.7. A statement that the bargaining unit member may request to appear personally before the designated manager regarding the matters raised in the written notice. The meeting shall take place within ten (10) days of receiving the request, except by mutual agreement of the

parties. At such meeting, the bargaining unit member shall be granted a reasonable opportunity to make any representations the bargaining unit member believes are relevant to the case.

15.2.8. The bargaining unit member shall be notified in writing of the decision of the appropriate manager regarding recommendation of proposed disciplinary action.

15.3. Prior to the taking of disciplinary action, the Chancellor's designee shall give written notice to the bargaining unit member. This written notice of proposed disciplinary action shall be served by mail or personal delivery to the bargaining unit member and CSEA at least ten (10) calendar days prior to the date when discipline may be imposed. The written notice shall include the following:

15.3.1. A statement that the bargaining unit member, upon written request, is entitled to a full evidentiary hearing before a hearing officer before any disciplinary action is final.

15.3.2. The proposed effective date(s) of disciplinary action:

15.3.2.1. In the event of termination, termination of employment is effective when approved by the Governing Board; however if a full evidentiary hearing has been, or will be held, the date of termination is effective when the hearing officer's decision is received.

15.3.2.2. In other instances, the proposed disciplinary action may commence after ten (10) calendar days following the date the written notice was served. However, if a hearing is requested, the effective date of the action shall be deferred until ten (10) calendar days following receipt of the hearing officer's decision which sustains the District's action.

15.4. The bargaining unit member shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Chancellor's designee within ten (10) calendar days of the written notice of proposed disciplinary action. In the absence of a demand for a full evidentiary hearing, the Chancellor shall act upon the charges, after the time period for hearing demand has expired.

15.5. The full evidentiary hearing regarding charges against the bargaining unit member shall be conducted before a hearing officer or before the Governing Board, if the Governing Board and the bargaining unit so choose. The hearing officer shall be mutually selected by CSEA Chapter 707 and the Chancellor's designee. If there is no mutual agreement between the parties after ten (10) calendar days, a hearing officer shall be selected through the process of selecting a neutral from the State Conciliation Services.

15.5.1. Such hearing shall take place within a reasonable period of time but not before five (5) calendar days after the filing of a request for a hearing. Hearings will be presided over by the hearing officer.

15.5.2. The bargaining unit member shall have a right to appear in person on his/her own behalf with counsel or such representation as he/she requests to represent his/her defense.

15.5.3. Except where the bargaining unit member elects to appear on his/her behalf, the expense of a hearing officer will be borne equally by the District and CSEA.

15.6. The hearing officer shall conduct the hearing and shall rule on questions, evidence, and procedure. Either party may call witnesses, introduce evidence, testify, and question witnesses.

15.6.1. The District has the burden of proof and shall first present evidence and testimony. The normal procedures shall be followed:

15.6.1.1. Charging party presentation, defense cross examination, defense presentation, charging party cross examination, and rebuttal evidence from each party.

15.6.1.2. Hearings will be recorded at the request of either party with such expense being born by requesting party.

15.7. The decision of the hearing officer shall be submitted to the Chancellor and shall be in writing summarizing the facts and setting forth findings. The decision by the hearing officer shall be final, except that either party may seek review in Superior Court.

15.8. The foregoing provisions do not apply to the termination of a probationary bargaining unit member during his/her probationary period.

ARTICLE 16: LAYOFF AND REEMPLOYMENT

16.1. Reasons for Layoff

16.1.1. Bargaining unit members shall be subject to layoff for lack of work or lack of funds.

16.2. Notice of Layoff

16.2.1. Bargaining unit members shall be given not less than a forty five (45) day notice of layoff under Article 16.1. and/or bumping or transfer rights under Articles 16.5. and 16.14. except in the event of an actual and existing financial inability to pay salaries of classified bargaining unit members (California Education Code Section 88017 [c]). Any written notice shall indicate the reason for layoff. The District and CSEA shall meet no later than five (5) working days after any notice of layoff has been sent, to review the proposed layoffs under the provisions of this Agreement. Failure to give the bargaining unit member written notice under the provisions of this Article shall invalidate the layoff.

16.3. Reduction in Hours

16.3.1. Any reduction in regularly assigned time shall be treated as a layoff under the provisions of this Article.

16.4. Order of Layoff

16.4.1. Whenever a bargaining unit member is laid off, the order of layoff within the classification shall be determined by date of hire, within a class, with the District. The bargaining unit member who has been employed the shortest time, with the District, in a class, shall be laid off first. Reemployment shall be in the reverse order of layoff.

16.4.2. Bargaining unit members who have been laid off because of a lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months. During that time, they will be reemployed in preference to new applicants. If the bargaining unit member refuses an equal reemployment offer, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude a bargaining unit member from future employment with the District within a class.

16.4.3. Recalls shall be made in the reverse order of layoffs within each job classification. Those bargaining unit members in the bargaining unit who have completed a probationary period shall be reemployed without having to serve an additional probationary period.

16.4.4. Notification to recall shall be made by personal contact or certified mail to the bargaining unit member's last known mailing address. The bargaining unit member must indicate acceptance of the job offer within ten (10) days after the date the notice was mailed and arrange the time to return to work. The bargaining unit member must, however, be available within twenty (20) days of notice.

16.5. Bumping Rights

16.5.1. Bargaining unit members, who are designated for layoff, and have completed a probationary period, may exercise bumping rights into any classification, within a current class or class in which a classification was previously held, providing they meet minimum qualifications and providing that the classification into which they are bumping is equal or lower than that classification, including full-time equivalent (FTE), in which the bargaining unit member has served in permanent status. The order of bumping to a classification with lower FTE and/or months per year shall be determined based upon the least financial loss to the bargaining unit member. The District shall notify the Union of any determination regarding qualifications of a unit member subject to lay-off five (5) working days prior to notification regarding bumping rights are issued to the bargaining unit member.

16.5.1.1. Bumping Rights is defined as: The right of a regular bargaining unit member, under conditions specified in this article, to displace a bargaining unit member with less seniority in a class, based upon date of hire with the District within a class.

16.6. Layoff in Lieu of Bumping

16.6.1. A bargaining unit member who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

16.7. Equal Seniority

16.7.1. If two (2) or more bargaining unit members, subject to layoff, have equal classification seniority, based upon date of hire with the District within a class, the determination as to who shall be laid off shall be made on the basis of hours of paid service; if that be equal, then the determination shall be made by lot. For the purposes of this section, a drawing by lot shall be conducted as follows:

16.7.1.1. The names of bargaining unit members with equal class seniority shall be drawn in the presence of at least one representative designated by the Union.

16.7.1.2. The first name drawn shall be most senior. Names shall continue to be drawn and assigned descending seniority order until all names are drawn.

16.8. Voluntary Demotion or Voluntary reduction in Hours

16.8.1. Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the bargaining unit member's option, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, and with no time limit except that they shall be ranked in accordance with their seniority on any valid reemployment list.

16.8.1.1. Demotion is defined as: Assignment within a position classification at a lower salary without the bargaining unit member's written voluntary consent.

16.8.1.2. Demotion in Lieu of Layoff is defined as: Any assignment to a classification lower, or fewer hours per week, or months per year, than that in which the bargaining unit member is presently assigned or in which the bargaining unit member has

seniority, voluntarily consented to by the bargaining unit member in order to avoid interruption of employment.

16.9. Retirement in Lieu of Layoff

16.9.1. Any bargaining unit member in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such bargaining unit member shall within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

16.9.2. The bargaining unit member shall not be eligible for reemployment during such other period of time as may be specified by PERS regulations.

16.9.3. The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

16.9.4. A bargaining unit member subject to this Article who retires and is eligible for reemployment, and who declines an offer of employment equal to that from which he/she was laid off, shall be deemed to be permanently retired.

16.9.5. Any election to retire after being placed on a reemployment list shall be deemed retirement in lieu of layoff within the meaning of this Article.

16.10. Seniority Roster

16.10.1. The District shall maintain an updated seniority roster indicating bargaining unit member's classification seniority, bargaining unit seniority, and hire date seniority, in addition to the requirements of Article 5.3., such rosters shall be available to CSEA at any time that a layoff is contemplated.

16.11. Reemployment in Highest Classification

16.11.1. Bargaining unit members shall be reemployed in the highest rated job classification and assigned time closest to the position from which he/she was laid off, available in accordance with their classification seniority. Bargaining unit members who accept a position lower than their highest former classification shall retain their original thirty nine (39) month rights to the higher paid position.

16.12. Improper Layoff

16.12.1. A bargaining unit member who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits. Initiation of processing of a warrant for back pay shall be accomplished within five (5) working days by the District Business Office after said discovery.

16.13. Seniority during Involuntary Unpaid Status

16.13.1. Upon return to work, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty nine (39) months, except that

during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

16.14. Administrative Transfer and Retraining in Lieu of Layoff for Lack of Work

16.14.1. In the event that a layoff is necessitated due to the contracting out of classified work, the District will, if bumping rights to equal or higher classifications are not available and before demotion to a lower classification, offer a transfer to a vacant position, for which the bargaining unit member may be retrained in seventeen weeks (one semester) or less, in an equal classification or a lower classification which is higher than that available through bumping rights to lower classifications. Should the bargaining unit member choose to decline the offer of transfer and retraining, all other rights under this article shall be retained. Transfer opportunities shall be offered in order of overall seniority in classified service with the District and be limited to those positions vacant at the time of notification of layoff.

16.14.2. The District will provide a vocational assessment and the District and CSEA shall jointly determine an appropriate retraining program. Retraining may include on the job experiences, formal coursework at a public institution, and other locally available reasonable opportunities to acquire minimum skills and knowledge required for the transfer classification. Expenses associated with any agreed retraining program shall be paid in accordance with District policy and procedures.

ARTICLE 17: NONDISCRIMINATION

17.1. Neither the District nor CSEA shall unlawfully discriminate.

17.2. No discrimination on account of CSEA activity.

17.2.1. Neither the District nor CSEA shall discriminate against bargaining unit members because of the exercise of rights to engage or not to engage in CSEA activity.

ARTICLE 18: GRIEVANCES

18.1. Purpose

18.1.1. The purpose of this procedure is to secure equitable solutions to problems affecting the working conditions of bargaining unit members. Informal discussion of problems and a continuing exchange of views between bargaining unit members and their supervisors is encouraged.

18.1.2. The District and CSEA Chapter 707 agree to attempt resolving grievances at the lowest supervisory level, whenever possible.

18.2. Definitions

18.2.1. Grievance is defined as: A formal written allegation by CSEA Chapter 707 in the name of, and on behalf of, a specific bargaining unit member or members or by any unit member or members that there has been a violation, misinterpretation, misapplication or misimplementation of one (1) or more specific provisions of this Agreement; or, a violation of a procedure, District past practice, the California Education Code, written policy or regulation pertaining to the scope of the bargaining unit member's job.

18.2.2. Grievant is defined as: CSEA Chapter 707 acting for, and on behalf of, a specific bargaining unit member or said member, acting on their own behalf in all matters related to the grievance procedure; or, bargaining unit member(s) in Steps I through III of the grievance procedure.

18.2.3. A "day" is a day in which the central administrative office of the District is open for business.

18.2.4. The "immediate supervisor" is the lowest level Management or Supervisory position having immediate jurisdiction over the bargaining unit member and who has been designated by the District to address grievances.

18.2.5. For the purposes of this Article, the term "Management" shall mean a person whose classification is on the Administrator Association's salary schedule or who is categorized as a member of the District Management Team.

18.2.6. For the purposes of this Article, the term "Supervisory" shall mean a person whose classification is on the Administrator Association's salary schedule or who is categorized as a member of the District Management Team.

18.3. Informal Level

18.3.1. Within thirty (30) days after the bargaining unit member knew or reasonably should have known of the act or omission giving rise to the grievance and before filing a formal written grievance, the bargaining unit member shall attempt to resolve it by an informal conference with his/her immediate supervisor. The bargaining unit member may pursue the informal procedure through the immediate supervisor's chain of command. This informal procedure may be utilized up to and including the second management level above the immediate supervisor. If an action of the immediate supervisor is the basis for the grievance, the bargaining unit member may initiate

the informal process at the next level of management above the immediate supervisor. The bargaining unit member may initiate the formal level at any point in this informal procedure.

18.4. Formal Level

18.4.1. Level I

18.4.1.1. If there is no resolution of the issue within fifteen (15) days after the most recent meeting at the informal level, or within thirty (30) days after the bargaining unit member knew or reasonably should have known of the act or omission giving rise to the grievance, whoever occurs later, the grievant may present such grievance in writing on the appropriate form to the manager with whom the last informal meeting took place.

18.4.1.2. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal level, and the specific remedy sought.

18.4.1.3. The supervisor/manager shall communicate a decision to the grievant and the CSEA Chapter 707 within fifteen (15) days after receiving the grievance. If the supervisor/manager does not respond within the time limits, the grievant may appeal to the next level.

18.4.2. Level II

18.4.2.1. If the grievance is not resolved at Level I, the grievant may within ten (10) days of the date of the Level I decision or date the Level I decision should have been issued, appeal the decision to the next level of management above the Level I supervisor/manager. The statement of appeal shall include a copy of the original grievance, the decision rendered, and a statement of the reason for the appeal. The manager shall communicate, in writing, a decision within ten (10) days after receiving the appeal. Either the grievant or the manager may request a personal conference within the above time limits.

18.4.3. Level III

18.4.3.1. If the grievance is not resolved at Level II, the grievant may appeal the decision to the Chancellor, or designee, within ten (10) days of receipt of the decision at Level II or date the Level II decision should have been issued. The statement of appeal shall include a copy of the original grievance, the decision rendered, and a statement of the reasons for the appeal. The Chancellor, or designee, shall communicate a decision within ten (10) days after receiving the appeal.

18.4.3.2. Either the grievant or the Chancellor, or designee, may request a personal conference within the above time limits.

18.4.3.3. The decision of the Chancellor, or designee, shall be final unless said decision is appealed in writing by the unit member or members, to CSEA Chapter 707 within five (5) days of the receipt of the Chancellor's or designee's decision.

18.4.3.4. Upon mutual written agreement of the parties, within five (5) days after receipt of the unit member's appeal to CSEA Chapter 707, a mediator from the California State Conciliation Service may be called in to assist the parties in resolving the grievance.

18.4.3.5. If, after mediation, or if either party refuses mediation, the matter is still not resolved, CSEA Chapter 707 may then proceed to arbitration.

18.4.4. Level IV

18.4.4.1. If CSEA Chapter 707 finds arbitration appropriate, it may request in writing that the matter be submitted to Arbitration. CSEA Chapter 707 shall notify the District in writing of its decision to go to Arbitration within ten (10) days after receipt of the grievant's appeal.

18.4.4.2. Questions as to the arbitrability will be decided by the arbitrator prior to any consideration of substantive issues. Submission to arbitration shall be made to the California State Conciliation Service who in turn will supply a list of five (5) names. CSEA Chapter 707 and the District shall alternately strike a name and the remaining person shall be the arbitrator. The arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the Expedited Labor Arbitration Rules of the American Arbitration Association, upon mutual agreement of the parties.

18.4.4.3. The arbitrator shall be empowered to hold hearings, set procedural rules, and require such evidence or testimony as he/she may judge necessary. The decision will be in writing and will set forth all findings of fact, reasons, and conclusions on the issues submitted.

18.4.4.4. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this contract. The decision of the arbitrator shall be final and binding on both CSEA Chapter 707 and the District.

18.5. Exclusions

18.5.1. Issues arising out of the exercise by the Governing Board of its responsibilities under Article 4: DISTRICT RIGHTS of this Agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure, unless it violates this contract.

18.6. A unit member shall have the right to have Union representation present at all levels of the procedure.

18.7. Any records pertaining to a grievance shall be kept in a grievance file separate from the grievant's District personnel file.

18.8. If the presence of a bargaining unit member is necessary at a meeting between the grievant and the District during the workday in order to resolve a grievance, said bargaining unit member shall be released from duties without loss of pay. A reasonable amount of release time shall be granted to CSEA Chapter 707 to process grievances.

18.9. All actual and necessary costs for the services of the arbitrator will be borne equally by the parties.

18.10. The parties will make available to each other all non-confidential documents and data in their possession pertaining to the grievance.

18.11. The time limits specified at each levels of this procedure may be extended or shortened by mutual agreement of the parties.

18.12. No reprisals shall be taken by the District, CSEA Chapter 707, the grievant or any representative of the parties as a result of participating in the procedure set forth in this Article.

18.13. If the District does not respond to the grievance within the designated time, the grievant may appeal to the next level. Either the grievant or the District may request an extension of the time for appealing or responding at any level. Neither the grievant's failure to appeal nor the District's failure to respond within the time frames set forth in Articles 18.3.1., 18.4.1., 18.4.2., 18.4.3., or 18.4.4. above, will result in loss of the ability to appeal or respond unless the other party is prejudiced by the delay.

ARTICLE 19: SAVINGS PROVISION

19.1. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Within thirty (30) days after such a determination, the parties to this Agreement, upon request, shall meet and negotiate over the severed provision.

ARTICLE 20: SUPPORT OF AGREEMENT

20.1. The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Union will support this Agreement for its term and will not appear before the Governing Board to seek change or improvement, except as provided herein, in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Union.

ARTICLE 21: CONCERTED ACTIVITIES

21.1. It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the CSEA Chapter 707 or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

21.2. The CSEA Chapter 707 recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by bargaining unit members who are represented by the CSEA Chapter 707, the CSEA Chapter 707 agrees in good faith to take all necessary steps to cause those bargaining unit members to cease such action.

21.3. The District agrees not to lock out bargaining unit members for the duration of this Contract.

ARTICLE 22: EFFECT OF AGREEMENT

22.1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State Laws to the extent permitted by State Law, and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary with the District.

ARTICLE 23: COMPLETION OF MEET AND NEGOTIATIONS

23.1. CSEA appointees as the exclusive representative for bargaining unit members, for determination and resolution utilizing interest-based decision making methods. If no consensus is reached on the decision regarding delivery of services and resolution of the impact of such decision, then either party may elect to meet and negotiate.

23.1.1. For calendar year 2021 and calendar year 2022, Article 7 and two (2) additional Articles shall be subject to reopen negotiations. Article 24 - TERM, is not subject to be reopened for the life of this Contract

ARTICLE 24: TERM

24.1. Except for those provisions of this agreement that specify alternate effective dates, which shall be effective in accordance with their terms, this agreement shall be effective January 1, 2020 through December 31, 2022 Opener and successor negotiations shall commence each year of this contract no later than June 1st of each contract year.

ARTICLE 25: YRC EMPLOYEES

25.1. YRC Employees were defined in a PERB ruling dated 8/26/05. These specific employees were granted the following benefits/rights which differ from those of regular classified employees.

25.1.1. Reassignment or Demotion

25.1.1.1. When an YRC employee is reassigned or demoted to a position in another unit, he/she shall be granted full credit for all time served in the District, regardless of the type of assignment previously held.

25.2. YRC Salary Information

25.2.1. YRC employees are paid according to the attached salary schedule.

25.2.2. Longevity Increments

25.2.2.1. Beginning the 6th year of service in the college District, an employee will receive a longevity increment of \$1,442. Every year thereafter this longevity increment will be increased by \$323 per year.

25.2.3. Anniversary Date

25.2.3.1. July 1 shall be the anniversary date for all YRC employees. Any employee who has spent at least 60% of a year within one step will be eligible for advancement to the next step. Current full-time district employees who have completed a normal work year in a position or combination of positions within the district will receive the scheduled step increase in the position currently held on July 1.

25.2.4. Shift Differential Compensation

25.2.4.1. An YRC employee who's regularly assigned work shift ends after 10:00 p.m. three (3) days a week or more of the regularly scheduled workweek shall be paid a shift differential premium of \$75 per month additional. Employees temporarily assigned to a qualifying shift, at least three (3) consecutive weeks, shall be eligible for a shift differential premium. The shift differential premium shall be paid on the pay period in which the majority of any three (3) week segment of a temporary assignment is worked.

25.2.4.2. An YRC employee who's regularly assigned work shift ends after 2:00 a.m. three (3) days a week or more of the regularly scheduled workweek shall be paid a shift differential premium of \$100 per month additional. Employees temporarily assigned to a qualifying shift, at least three (3) consecutive weeks, shall be eligible for a shift differential premium. The shift premium shall be paid on the pay period in which the majority of any three (3) weeks segment of a temporary assignment is worked.

25.2.5. Salary Deductions

25.2.5.1. In the case where YRC employees are absent without pay for any reason, the number of hours (2080) in the twelve month contract year will be used to adjust their annual salary.

25.3. Vacations

25.3.1. Assignment Years/Entitlements

25.3.1.1. All YRC personnel shall qualify for a YRC vacation schedule under which they may accumulate two (2) days' vacation time per working month as identified in their working agreement. Of this amount, ten (10) days may be carried over into the next fiscal year. Accrued vacation days are credited to an employee after six (6) months of full-time employment.

25.3.2. Vacation Carry-Over Formula

25.3.2.1. YRC employees shall accrue earned vacation at the rate of two (2) days per month and the vacation time shall be vested at the end of the sixth (6) month of continuous - service.

25.3.2.2. On July 1 of each fiscal year the District Payroll Office shall notify each YRC employee of the number of earned vacation days in excess of ten (10) that the employee has accrued as of that date, and the employee shall have until December 31 of the current fiscal year to use those vacation days. Any days in excess of ten (10) that remain credited to the employee from the previous fiscal year(s) shall be paid off in January.

25.3.3. Use of Vacation Days in Advance of Accrual

25.3.3.1. The Chancellor or designee may permit YRC employees to use their vacation entitlement in advance of accrual for specific purposes approved on a case-by-case basis. Should the employee resign, retire, or be reassigned to a position not eligible for vacation prior to fully earning and accruing vacation already taken, such excess days will be deducted from his/her final pay warrant in the twelve month assignment.

25.3.4. Vacation Scheduling

25.3.4.1. Must be at the convenience of the District and approved by the immediate supervisor.

25.3.4.2. Generally, vacations should not be taken prior to completion of six (6) months in the assignment.

25.3.4.3. Generally, no YRC employee, other than a terminating employee, shall be permitted to take more than twenty (20) days at a time.

25.3.4.4. In the event that a vacation is interrupted by illness which is covered by the sick leave provisions herein, sick leave may be substituted for vacation days.

25.3.5. Exceptions

25.3.5.1. Exceptions which will not seriously affect the operation of the District may be authorized by the Chancellor or designee.

25.4. Holidays

<i>YRC Recognition Day</i>	YRC employees will take the same Recognition Day as other CSEA employees. One additional day shall be scheduled in conjunction with winter break as agreed to by the District and CSEA in consultation with the Academic Calendar Committee. CSEA Recognition Day shall be scheduled on to the Academic Calendar prior to the Governing Board approval of that Academic Calendar. In the event that District management identifies mandatory services required for a particular bargaining unit member on that date, an alternate date shall be scheduled within the same pay period in consultation with affected bargaining unit members by the first working day of December. CSEA Day will be January 2, 2015 (unless the District determines that date will be a district holiday; then CSEA Day will be on December 23, 2014). CSEA Day will be December 23, 2015 and December 21, 2016.
<i>YRC Personal Development Day</i>	A day in recognition of the employee scheduled at the request of the employee and approved by the immediate supervisor. In those years where it is determined by the Academic Calendar Committee that an additional day is required in order to facilitate the shutdown of District sites during the holiday period of the winter break, the Personal Development Day shall be scheduled during the winter break.
<i>Note*</i>	*YRC employees do not receive either Birthday or optional vacation days.

25.5. YRC Employees' Expenses

25.5.1. It shall be the policy of the Board to provide for the payment of the actual and necessary expenses, including traveling expenses, of employees of the District incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board.

25.5.2. Use of a personal vehicle for approved school purposes shall be reimbursable to the employee at the rate set annually by the Board.

25.5.3. Whenever the vehicle of an employee traveling on approved District business is damaged as a result of a collision or accident, the District shall pay the cost of repairing the damage, up to a maximum of \$250. In the event the employee is covered under collision insurance, the District shall pay only those costs not reimbursed by the insurance carrier, not to exceed \$250.

25.5.4. Actual and necessary expenses to attend a function outside the District, shall be reimbursable to the employee, within budget limitations, if such events have as their purpose, programs which will improve the operation of the District or such events have programs which will benefit the employee in the performance of assigned District duties and approval has been obtained in advance from the Chancellor.

25.5.5. Attendance at District approved events outside of the District shall be without loss of regular pay.

25.6. Retirement

25.6.1. When an YRC employee qualifies for issuance of retirement annuity under the California Retirement System, that person will receive one hundred fifty percent (150%) of the longevity Increment, as identified in Section 25.2. above, in effect at the time of retirement.

25.6.2. If a COLA is agreed to after a person retires, a longevity adjustment is not allowed.

25.6.3. An YRC employee may choose to place the entire longevity dollar amount in the tax deferred San Diego County Fringe Benefit Consortium. The YRC employee also has the option of selecting a cash payment of the entire longevity dollar amount, after deduction of appropriate taxes. The retiree is responsible for ensuring that the district receives a written request prior to retirement.

25.7. Secondary Employment

25.7.1. You are expected to devote the time and energy to get the job done. Therefore, we expect you to not engage in any outside employment which may interfere with your assigned responsibilities, jeopardize the District or its assets, or require personal attention or work that may alter your physical or mental effectiveness.

25.8. YRC Employees Teaching

25.8.1. YRC employees should be judicious in their acceptance of teaching assignments and should make certain that the acceptance of such an assignment does not interfere in any way with the performance of their regular duties. YRC employees may not teach more than one class or section per semester and such assignment must be outside of the regular 8:00 a.m. – 5:00 p.m. workday. Acceptance of such teaching assignments should be made in consultation with the immediate supervisor.

APPENDICES

**GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT**

AND

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION CHAPTER 707**

JANUARY 1, 2020 – DECEMBER 31, 2022

Appendix A

The latest updates to the Salary Schedule and list of all general classified positions for CSEA classified employees can be found at:

[Human Resources Salary Schedules](#)

The latest updates to the Salary Schedule and list of positions for the YRC classified employees can be found at:

<http://www.gcccd.edu/human-resources/documents/salary-schedules/YRC.Schedule.side.2eff.1.1.2016.pdf>

INSURANCE PLANS

Medical Insurance: California Schools VEBA (plans listed below)

Kaiser 10

UnitedHealthcare Harmony HMO \$10

UnitedHealthcare Performance Package A HMO Network 1, Network 2, or Network 3

UnitedHealthcare UMR PPO w/o HRA

UnitedHealthcare Outside CA UMR PPO (Early Retirees)

UnitedHealthcare Outside CA EPO (Early Retirees)

UnitedHealthcare Outside CA Differential PPO (Early Retirees)

Vision (contacts/frames/lenses) Vision Service Plan (VSP)

Chiropractic OptumHealth

Employee Assistance Plan (EAP) OptumHealth

No Duplication of Coverage:

An employee may not be covered in GCCCD plans as an employee or retiree and at the same time be covered as an eligible dependent of an employee or retiree. An employee may not be covered in more than one category. Employees who are also dependents of other employees or are dependents who become eligible as an employee, must elect to be enrolled as a dependent or elect to be covered as an employee of the other plan. For example, if a dependent of an employee is covered under the UnitedHealthcare PPO and they become eligible for coverage as an employee, they may remain a dependent in the UnitedHealthcare PPO or enroll in Kaiser as an employee.

Dependents of employees or retirees may not be covered by more than on employee’s plan.

Dental Insurance:

Delta Dental PPO 7128-1701(active employee), 1703(early retiree)

DeltaCare USA DHMO 71691-0012(active employee/early retiree)

Life Insurance:

The Hartford

Long-Term Disability:

The Hartford

Section 125 Plan (Optional)

WageWorks (through AFLAC)

AFLAC Supplemental Products (Optional)

Metlife Legal Plan (Optional)

Unum Long Term Care (Optional)

OTHER VOLUNTARY OPTIONAL PLANS MAY BE ADDED DURING THE YEAR

Employee Assistance Program (EAP)

1. Active Regular Classified Employees Coverage:

The District shall pay premiums for active regular classified employees and their eligible dependents for the fringe benefits detailed above.

2. Active Regular Classified Employees Opting Out:

No active regular classified employees or dependents will be permitted to opt-out of District coverage.

Retirees' Coverage:

- a) The District shall pay premiums for medical and dental insurance detailed in Appendix C for eligible retired employees who have completed ten (10) years of service in the District as permanent classified employees.*
 1. Retirees and dependents in HMO and/or network service areas will be covered by Kaiser or the self-funded plan.
 2. Retirees and dependents outside the HMO and/or network service areas will be covered by opt-out or the self-funded plan through the three (3) out of network benefits.
 3. Retirees residing in HMO and network service areas may change between Kaiser and the self-funded plan during the open enrollment periods.
 4. Retirees residing outside the Kaiser service areas may change from Kaiser to the self-funded plan during the open enrollment period but may not change from the self-funded plan to Kaiser.
- b) The District shall discontinue paying for medical and dental insurance premiums for retirees and their dependents in accordance with retiree's eligibility for Medicare enrollment. Eligibility for Medicare occurs on the first (1st) of the month in which the retiree turns sixty-five (65), unless the retiree's birthdate falls on the first (1st) of the month. If retiree's birthdate falls on the first (1st) of the month then Medicare eligibility is the first (1st) of the month prior to their birthdate. Any covered dependents may be eligible to convert the medical and dental insurance at his/her own expense in accordance with COBRA regulation. The COBRA premium will reflect the insurance cost and administrative fees as prescribed by governmental regulation.

Retirees Opting Out:

Retirees who are under the age of 65 and who meet one of the requirements below:

- a) Retirees residing outside of the United States will receive a payment equal to 77% of the monthly premium for the least costly health plan offered to staff for a single party or a payment equal to 77% of the monthly premium for the least costly health plan offered to staff for a retiree and their spouse in lieu of direct coverage.
- b) Other retirees may opt-out from medical coverage and receive a payment equal to 77% of the monthly premium for the least costly health plan offered to staff for a single party or both the retiree and their spouse may opt-out and receive a payment equal to 77% of the monthly premium for the least costly

health plan offered to staff. Retirees who opt-out with alternate insurance will be permitted to return the first of the month following proof of loss of the alternate insurance.

- c) Payments will be made in July and January.

Death of an Active Employee or Retiree:

When an eligible regular classified employee or retiree dies, the District shall continue to pay the premiums for medical and dental insurance for the surviving spouse and eligible dependents for (2) years from the date of the death of the unit member. Thereafter, the spouse and eligible dependents shall have the option of continuing the benefits at their expense at the premium level prescribed by the insurance carrier and governmental regulations.

* Including the initial one (1) year probationary period.

OCCUPATIONAL JOB FAMILIES
(This document is under review – 2017)

ADMINISTRATIVE SUPPORT

ADMINISTRATIVE ASSISTANT I	26
ADMINISTRATIVE ASSISTANT II	28
ATHLETICS OPERATIONS SPECIALIST	30
ADMINISTRATIVE ASSISTANT III	32
ADMINISTRATIVE ASSISTANT IV	34
PRINTING OPERATIONS SPECIALIST	32
FACILITIES CLERK, SENIOR	30
CLERICAL ASSISTANT	23
CAPS OPERATIONS ASSISTANT	28
FACULTY EVALUATIONS ASSISTANT	24
PRINTING OPERATIONS ASSISTANT	24
MAIL PROCESSOR	25
BUSINESS SERVICES SPECIALIST	26
CLERICAL ASSISTANT, SENIOR	26
INSTRUCTIONAL OPERATIONS ASSISTANT	26
PRINTING OPERATIONS TECHNICIAN	26
PRINTING OPERATIONS ASSISTANT, SENIOR	27
PRINTING OPERATIONS TECHNICIAN, SENIOR	27
PUBLIC INFORMATION ASSISTANT	27
GRAPHIC DESIGNER	36
DESKTOP SUPPORT TECHNICIAN	29
CREATIVE SERV DESIGN SPECIALIST	30
TRAINING ASSISTANT	31
CREATIVE SERVICES COORDINATOR	40
ADMINISTRATIVE SECRETARY, SENIOR	CY/E/

DISTRICT SUPPORT

NETWORK SPECIALIST I	36
NETWORK/COMPUTER EQUIPMENT TECHNICIAN	37
NETWORK SPECIALIST II	41
DATABASE/WEB ADMINISTRATOR	42
NETWORK/TELECOMMUNICATIONS SPECIALIST	43
PROGRAMMER ANALYST, SENIOR	45
RESEARCH ANALYST	38
INSTITUTIONAL RESEARCH PLANNER	43
HUMAN RESOURCES SPECIALIST	34
BENEFITS TECHNICIAN	30
HUMAN RESOURCES TECHNICIAN	35
SENIOR RECRUITER	30
HEALTH & SAFETY SPECIALIST	38
PROFESSIONAL DEVELOPMENT SPECIALIST	39
SYSTEMS ADMINISTRATOR	47
INFORMATION SYSTEMS BUSINESS ANALYST	48

ELECTRICAL

ELECTRICIAN, SENIOR	SLA
ELECTRICIAN, LEAD	SLA

FISCAL SERVICES

ACCOUNT CLERK, SENIOR	27
BOOKSTORE PURCHASING ASSISTANT	27
ASSISTANT COLLEGE CASHIER	28
BUYER, INTERMEDIATE	30
ASSISTANT BOOKSTORE MANAGER	32
BUYER, SENIOR	33
PAYROLL TECHNICIAN	34
ACCOUNT TECHNICIAN, SENIOR	36
DISTRICT ACCOUNT TECHNICIAN	36
COLLEGE CASHIER	37
SPECIAL PROJECTS ACCOUNT ANALYST	39
BUDGET ANALYST	43
FINANCIAL ANALYST	45

INSTRUCTIONAL

CHILD DEVELOPMENT CENTER AIDE	12
SPECIALTY LAB TECHNICIAN I	20
CHILD DEVELOPMENT CENTER ASSISTANT, SENIOR	24
SPECIALTY LAB TECHNICIAN II	25
DANCE OPERATIONS FACILITATOR	26
SCIENCE LAB TECHNICIAN I	27
LEARNING ASSISTANCE CENTER SPECIALIST	28
THEATRE OPERATIONS FACILITATOR	28
COMPUTER LAB TECHNICIAN I	29
COMPUTER HELPDESK SPECIALIST	29
CHILD DEV CTR TRAINING SPECIALIST	30
CHILD DEVELOPMENT CENTER TECHNICIAN	31
COMPUTER LAB TECHNICIAN II	32
SCIENCE LAB TECHNICIAN II	32
SPECIALTY LAB TECHNICIAN III	32
WEB & TECHNOLOGY SUPPORT SPECIALIST	32
ART GALLERY TECHNICIAN	33
COMPUTER LAB TECHNICIAN III	34
SCIENCE LAB TECHNICIAN III	36
PHOTOGRAPHY AND DIGITAL IMAGING TECHNICIAN	36
ATHLETIC TRAINER	37
SPECIALTY LAB TECHNICIAN IV	37
SCIENCE LAB TECHNICIAN IV	38
INSTRUCTIONAL DESIGN TECHNOLOGY SPECIALIST	40

LEARNING RESOURCES & TECHNICAL SUPPORT

LIBRARY TECHNICIAN I	21
LIBRARY TECHNICIAN II	28
INSTRUCTIONAL MEDIA SERVICES TECHNICIAN, SENIOR	30
LIBRARY TECHNICIAN III	32
PUBLIC SERVICES COORDINATOR	35
PHOTOGRAPHER	35
PHOTOGRAPHER/INSTRUC MEDIA SERVICES TECHNICIAN	35
INSTRUCTIONAL MEDIA SERVICES, LEAD	38

NURSING

HEALTH SERVICES NURSE	45
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PHYSICAL SUPPORT

CUSTODIAN	
CUSTODIAN, SENIOR	20
WAREHOUSE ASSISTANT	23
CAMPUS OPERATIONS ASSISTANT	25
ATHLETIC FIELD MAINTENANCE WORKER	25
WAREHOUSE ASSISTANT, INTERMEDIATE	26
ATHLETIC FIELD MAINTENANCE WORKER, SENIOR	28
PARKING SERVICES TECHNICIAN	28
ATHLETIC MAINTENANCE LEAD	29
CAMPUS AND PARKING SERVICES SPECIALIST	30
GROUNDS MAINTENANCE WORKER	30
GENERAL MAINTENANCE WORKER	24
GROUNDS MAINTENANCE WORKER, SENIOR	30
GROUNDS MAINTENANCE WORKER, LEAD	30
GENERAL MAINTENANCE WORKER, SENIOR	32
CAMPUS AND PARKING SERVICES SPECIALIST, LEAD	34
ELECTRONICS TECHNICIAN, SENIOR	34
GENERAL MAINTENANCE WORKER, SENIOR HVACR	36
GENERAL MAINTENANCE WORKER, SENIOR HVACR, LEAD	43
ELECTRONICS TECHNICIAN, LEAD	43
GENERAL MAINTENANCE WORKER SENIOR - CARPENTER, LEAD	43

STUDENT SERVICES

ADMISSIONS AND RECORDS ASSISTANT	21
FINANCIAL AID ASSISTANT	25
STUDENT SERVICES ASSISTANT	25
FINANCIAL AID ASSISTANT, SENIOR	25
ADMISSIONS AND RECORDS ASSISTANT, SENIOR	27
TEST PROCTOR	27
TUTORING CENTER SPECIALIST	27
HEALTH PROFESSIONS SPECIALIST	28
HEALTH SERVICES SPECIALIST	28

STUDENT SERVICES continued

STUDENT SERVICES SPECIALIST	28
STUDENT SERVICES SPECIALIST-ASSESSMENT	28
STUDENT SERVICES SPECIALIST-CAREER CENTER	28
FINANCIAL AID TECHNICIAN	28
SCHOLARSHIP SPECIALIST	30
ADMISSIONS & RECORDS SPECIALIST/VETERANS	30
ADMISSIONS & RECORDS SPECIALIST	32
INTERNATIONAL STUDENT SPECIALIST	32
MASTER CLASS SCHEDULER	32
ADMISSIONS & RECORDS SYSTEMS SPECIALIST	32
ATHLETIC ELIGIBILITY ADVISOR	33
ADMISSIONS & RECORDS SPECIALIST, SENIOR-INTERNATIONAL STUDENTS	34
EOPS/CARE PROGRAM SPECIALIST	34
CalWORKS PROGRAM SPECIALIST	34
SSSP PROGRAM SPECIALIST	34
FINANCIAL AID ADVISOR	35
ATHLETIC ACADEMIC ADVISOR	35
EVALUATIONS ADVISOR	38
ASSISTIVE TECHNOLOGY-ALTERNATE MEDIA SPECIALIST	38

Rev. 8/23/2017

**GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT
ANNUAL PERFORMANCE ASSESSMENT
FOR NON-PROBATIONARY CLASSIFIED STAFF**

<i>Employee Information</i>			
Employee Name:			
Job Title:		Department:	
Supervisor (Rater):			
Date:		Review Period:	to
<i>Instructions</i>			
<p>1. It is the intent of the administration that annual performance assessment accomplish the following (but not limited to):</p> <ul style="list-style-type: none"> A. Performance feedback for the purpose of professional and personal growth for the employee and supervisor. B. Identify the areas that are concerns and therefore identify the appropriate course of action to assist in the improvement process. C. Create a written document that reflects performance and eliminate misunderstandings regarding performance. D. Although performance assessment is not a disciplinary tool, the assessment document can be used for verification of performance. <p>2. It is expected that all supervisors and non-probationary classified employees be actively involved in the annual performance assessment process. Therefore, as part of this process, the assessment form may also be used as a "self-assessment" tool to assist the employee during the dialogue of his/her performance with the supervisor. Supervisors are expected to adhere to process and timelines of this assessment system.</p>			
<i>QUALITY OF WORK</i>			
Performs tasks that meet prescribed standards:			
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree <input type="checkbox"/> Strongly Disagree
Takes pride in his/her work:			
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree <input type="checkbox"/> Strongly Disagree
Maintains currency and complies with rules and regulations of the department, college, and/or district:			
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree <input type="checkbox"/> Strongly Disagree
Supervisor Comments (mandatory regardless of assessment):			
Employee Comments:			

<i>QUANTITY OF WORK</i>				
Accomplishes tasks in a timely manner:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Prioritizes work to be accomplished:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Supervisor Comments (mandatory regardless of assessment):				
Employee Comments:				
<i>PROFESSIONAL DEMEANOR</i>				
Presents professional appearance:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Interacts attentively, courteously, and respectfully with customers, students, and staff:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Contributes to a positive work environment:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Demonstrates willingness to contribute to the team's goals:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Supervisor Comments (mandatory regardless of assessment):				
Employee Comments:				

COMMUNICATION & INTERPERSONAL SKILLS				
Clearly articulates information, ideas, and opinions; and uses appropriate language:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Communicates well with all levels of customers, students, and staff:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Actively builds relationships and is considerate of others:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Shares knowledge and resources and collaborates as a team member:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Supervisor Comments (mandatory regardless of assessment):				
Employee Comments:				
LEADERSHIP SKILLS				
Initiates action within his/her authority:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Is proactive in anticipating problems; provides recommendations without being asked:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Establishes and maintains high work standards:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Demonstrates knowledge of the campus/district mission and willingness to participate to help reach these objectives:				
<input type="checkbox"/> Strongly Agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Somewhat Agree	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly Disagree
Supervisor Comments (mandatory regardless of assessment):				
Employee Comments:				

PROFESSIONAL GROWTH

Participates in activities that enhance professional growth:

Strongly Agree Agree Somewhat Agree Disagree Strongly Disagree

Takes initiative to keep current with technical skills related to position::

Strongly Agree Agree Somewhat Agree Disagree Strongly Disagree

Supervisor Comments (mandatory regardless of assessment):

Employee Comments:

SUPERVISOR'S SUMMARY OF ASSESSMENT

Employee received exceeds standards
 Employee received meets standards
 Employee received needs improvement in some areas
 Employee received does not meet standards

Supervisor Comments (mandatory):

GOALS FOR GROWTH

(OPTIONAL FOR RATINGS OF MEETS OR EXCEEDS STANDARDS, MANDATORY FOR RATINGS OF NEED IMPROVEMENT OR DOES NOT MEET STANDARDS. ATTACH ADDITIONAL SHEETS AS NECESSARY)

Each goal must be specific, measurable, attainable, relevant and Time bound.

GOAL #1

State goal:	This goal will be measured by:	Timeline:
		Begin:
		End:

What resources are needed? (time, money, assistance, etc.)

What are review dates and/or milestones?

GOAL #2

State goal:	This goal will be measured by:	Timeline:
		Begin:
		End:

What resources are needed? (time, money, assistance, etc.)

What are review dates and/or milestones?

GOAL #3

State goal:

This goal will be measured by:

Timeline:

Begin:

End:

What resources are needed? (time, money, assistance, etc.)

What are review dates and/or milestones?

Direct Supervisor Signature _____

Date: _____

Employee Signature _____

Date: _____

My signature certifies this report has been discussed with me. I understand my signature does not necessarily indicate agreement with the ratings. I have the option to attach any comments to this report, whether directly in response to this assessment or to summarize information from the past year of employment. I will submit any comments in writing within ten (10) working days.

Employee Comments Attached: Yes No

Manager/Vice President/President Signature _____ Date: _____

My signature certifies that I am the supervisor of the rater, and I have reviewed the performance assessment with the rater prior to this assessment being shared with the employee. My signature further states that I concur with the rater's assessment.

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT
Classified Probationary Evaluation

Employee _____ Title _____

Department _____ Rating Date From: _____ to _____ 3-month 6-month 9-month

DEFINITIONS OF EVALUATION TERMS:			
EXCEEDS STANDARDS:	Work performance is consistently superior to the standard of performance required for the position.		
MEETS STANDARDS:	Work performance is consistent in meeting the standard of performance required for the position.		
DOES NOT MEET STANDARDS:	Work performance is consistently below the standard of performance required for the position.		
COMMENTS:	Attach additional sheets as necessary. Comments are mandatory for any rating of "Does Not Meet."		
STANDARD	EXCEEDS	MEETS	DOES NOT MEET
1. Quality of Work: accuracy, completeness, neatness, thoroughness			
Comments:			
2. Quantity of Work: performs expected volume of work			
Comments:			
3. Work Habits: care of equipment, organization of work, observation of work hours, safety practices			
Comments:			
4. Interpersonal Communication: ability to get along with others, effectiveness in dealing with public and employee contacts			
Comments:			
5. Initiative: resourcefulness; self-reliance, willingness to accept and carry out responsibility			
Comments:			
6. Dependability: ability to meet deadlines and work independently			
Comments:			
7. Attitude: interest in work, willingness to meet job requirements and accept suggestions, compliance with rules and regulations			
Comments:			
8. Leadership Skills: proficiency in training, planning and leadership			
Comments:			

Comments to be attached by employee: Yes _____ No _____

Additional comments attached by supervisor: Yes _____ No _____

Employee: I certify this report has been discussed with me. I understand my signature does not necessarily indicate agreement with the ratings, and I have the right to attach my comments to this report which I will submit in five (5) working days.

Employee's Signature

Date

Immediate Supervisor's Signature

Title

Date

Manager's Signature

Title

Date

**GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT
GRIEVANCE FORM**

(See Reverse Side For Distribution)

EMPLOYEE NAME: _____ WORK LOCATION: _____
 DATE OF ALLEGED GRIEVANCE: _____ DATE OF INFORMAL DISCUSSION WITH
 IMMEDIATE SUPERVISOR/DESIGNEE: _____
 DATE OF ORAL RESPONSE: _____ DATE OF FILING THIS STATEMENT _____
 SPECIFIC ARTICLES AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED: _____

EMPLOYEE'S STATEMENT OF ALLEGED VIOLATION AND GRIEVANCE. WHAT IS THE FACTUAL CONTENTION, WHAT HAS OCCURRED? PROVIDE FULL FACTS NECESSARY TO SUPPORT YOUR POSITION. (Attach second sheet if necessary.)

STATE FULL RELIEF, REMEDY, ACTION, YOU BELIEVE IS REQUIRED TO RESOLVE THIS ALLEGED GRIEVANCE:

GRIEVANT'S SIGNATURE: _____

CSEA REPRESENTATIVE: _____

LEVEL 1 - IMMEDIATE SUPERVISOR RESPONSE	DATE OF DISCUSSION: _____ DATE OF RESPONSE: _____ GRIEVANCE RESOLVED: _____ GRIEVANCE DENIED: _____
LEVEL 2 - SECOND LEVEL SUPERVISOR/MANAGER RESPONSE:	DATE OF RECEIPT: _____ DATE OF RESPONSE: _____ GRIEVANCE RESOLVED: _____ GRIEVANCE DENIED: _____
LEVEL 3 - CHANCELLOR/DESIGNEE RESPONSE:	DATE OF RECEIPT: _____ DATE OF RESPONSE: _____ GRIEVANCE RESOLVED: _____ GRIEVANCE DENIED: _____
LEVEL 4 - ARBITRATION: (Attach Arbitrator's Decision)	REQUESTED BY: _____ DATE OF REQUEST: _____

GRIEVANCE FORM DISTRIBUTION

LEVEL 1:	Original	Immediate Supervisor
	Xerox Copy -	Immediate Supervisor (Return-Grievant)
	Xerox Copy -	Director of Personnel Services or Designee
	Xerox Copy -	Grievant's File
LEVEL 2:	Original -	Second Level Supervisor/Manager
	Xerox Copy-	Return to Grievant
	Xerox Copy-	Immediate Supervisor
	Xerox Copy-	Grievant's File
LEVEL 3:	Original-	Chancellor or Designee
	Xerox Copy-	Return to Grievant
	Xerox Copy-	Immediate Supervisor
	Xerox Copy-	Grievant's File
LEVEL 4:	Original-	Arbitration
	Xerox Copy-	Return to Grievant
	Xerox Copy-	Immediate Supervisor
	Xerox Copy-	Grievant's File

NONCONTRACTUAL PROBLEM PROCEDURE

Any member or members of the CSEA bargaining unit shall have the right to meet with (or address in writing) their immediate supervisor or the next level supervisor on an individual basis to discuss any non-contractual matters related to his/her employment. If he/she is not satisfied with the outcome at this level, he/she shall have the right to discuss these matters with the supervisor above each level, concluding with the Chancellor.

At each of these levels, each specific supervisor involved in the discussions shall provide the individual with a written statement of his/her conclusions of the discussion within ten (10) working days. Copies of this written statement shall also be given to the bargaining unit member's immediate supervisor. The Chancellor's written statement, however, shall be given to the individual and placed in his/her file. All written materials regarding these discussions shall be kept in a central location.

This process is separate from the Grievance Procedure of Article 19 of the CSEA Chapter #707 Contract, and does not affect the individual's contractual right to file a grievance under this Article.

NONCONTRACTUAL PROBLEM FORM

SUMMARIZE PROBLEM:

IMMEDIATE SUPERVISOR/NEXT LEVEL SUPERVISOR MEETING DATE: _____
CONCLUSIONS:

DATE: _____

BY: _____

NEXT LEVEL MANAGEMENT REVIEW MEETING DATE: _____
CONCLUSION:

DATE: _____

BY: _____

NEXT LEVEL MANAGEMENT REVIEW MEETING DATE: _____
CONCLUSION:

DATE: _____

BY: _____

NEXT LEVEL MANAGEMENT REVIEW MEETING DATE: _____
CONCLUSION:

DATE: _____

BY: _____

CHANCELLOR REVIEW MEETING DATE: _____
CONCLUSION:

DATE: _____

BY: _____

GOVERNING BOARD POLICIES

The Governing Board has established Policies and Procedures which can be found at the following link:

<http://www.gcccd.edu/governing-board/policies-and-procedures.html>