

Collective Bargaining  
Agreement Between  
North Orange County  
Community College  
District  
and  
Chapter 167  
California School  
Employees Association



October 12, 2021 – June 30, 2024

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## **PREAMBLE**

This Agreement is made and entered into this 23rd day of September 2021, by and between North Orange County Community College District, hereinafter referred to as the District, and the California School Employees Association, and its NOCCCD Chapter #167, hereinafter referred to as CSEA.

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

## ARTICLE 1

### RECOGNITION

- 1.1 Acknowledgment: The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees described in Appendix A, attached hereto and incorporated herein by reference as part of this Agreement, except classified employees who are designated Management or Confidential. All newly created positions, except those that lawfully are Management or Confidential, shall be assigned to the bargaining unit. The determination of Management or Confidential positions that affect members of the bargaining unit shall be made by mutual agreement between the District and CSEA. Disputed cases may be submitted to the PERB for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rules of PERB.
- 1.2 Restriction on District Negotiations and Agreements: The District shall conduct no negotiations nor enter into any agreements with any other organization on a matter that is a mandatory subject of collective bargaining concerning the rights of Unit Members and/or CSEA without prior notice to and approval by CSEA of the negotiations and the Agreements.

## ARTICLE 2

### **NO DISCRIMINATION**

- 2.1 The District and CSEA are committed to the concept of equal employment opportunity in recruiting, hiring, training, evaluating, and promoting persons in all job classifications (based on job-related qualifications), and also administration of all personnel actions such as evaluation procedures, compensation benefits, transfers, layoff, return from layoff, social and recreational programs, without regard to race, color, religion, sex, national origin, sexual orientation, marital status, age, or disability.
- 2.2 No Unit Member shall be discriminated against because of race, national origin, religion, sexual orientation or marital status and, to the extent prohibited by law, no Unit Member shall be discriminated against because of age, sex, or disability. However, because these issues are addressed by the District's Unlawful Discrimination policy and procedures and are best adjudicated in the appropriate state and federal agencies, any dispute or claim arising under this section shall be specifically excluded from the grievance procedure as provided in this Agreement. Unit Members maintain the right to seek CSEA representation in attempting to informally resolve an issue arising under this section and filed pursuant to the District's Administrative Procedure for complaints of unlawful discrimination.
- 2.3 No Unit Member shall be appointed, reduced, removed or in any way favored or discriminated against because of the Unit Member's political opinions or affiliations.
- 2.4 Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against a Unit Member because of the exercise of rights guaranteed by the Rodda Act.

## ARTICLE 3

### **CHECK OFF AND ORGANIZATIONAL SECURITY**

- 3.1 Check Off: CSEA shall have the sole and exclusive right to have membership dues, initiation, and member fees deducted for Unit Members who are CSEA members by the District. The District shall, upon appropriate written authorization from any Unit Member, deduct and make appropriate remittance for insurance premiums, credit union payments, charitable donations, and other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee, within a reasonable amount of time, all sums so deducted.
- 3.2 Dues Deduction
- 3.2.1 The District shall deduct in accordance with the current CSEA dues schedule, dues from the wages of all Unit Members who are members of CSEA and who have submitted a dues authorization form.
- 3.2.2 The District shall deduct the initiation fee and dues in accordance with the dues schedule from the wages of all Unit Members who become members of CSEA and submit a dues authorization form.
- 3.2.3 The District shall immediately refer all Unit Member requests to cancel membership to the CSEA Labor Relations Representative.
- 3.2.3.1 The District shall rely on information provided by CSEA staff regarding the cancellation of membership. CSEA staff shall confirm all membership dues cancellations in writing to the District Payroll Department within (30) days of notification by the Unit Member's notice of cancellation of CSEA membership or as soon as practicable. Payroll adjustments shall occur within the following pay period or within thirty (30) days of notification from CSEA.
- 3.3 Hold Harmless Clause: CSEA shall indemnify, defend, and hold the District harmless from any and all claims, demands, suits, or any other action arising out of the check-off and organizational security provisions contained herein. The parties each agree to cooperate with each other and to promptly furnish any information needed by the other party to respond to any and all claims, costs, demands, suits or any other action arising from the implementation of the provisions of this Article. It is the expressed intent of the parties that any dispute or claim by a Unit Member arising under the provisions of this Article shall be specifically excluded from the grievance procedures in Article 22 of this Agreement.

## ARTICLE 4

### **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

#### 4.1 Personnel Files

- 4.1.1 The personnel file of each Unit Member shall be maintained at the District Office of Human Resources.
- 4.1.2 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the Unit Member.
- 4.1.3 The District shall keep a log in each Unit Member's personnel file indicating the persons, other than employees of the District Office of Human Resources in the performance of routine filing operations or access in response to an inquiry by the Unit Member, who have examined the file and the date such examinations were made. The log shall be maintained in the Unit Member's personnel file. Such log and the Unit Member's personnel files shall be available for examination by the Unit Member or the Unit Member's designated representative, if authorized in writing or in person by the Unit Member.
- 4.1.4 Information of a derogatory nature, except that listed in section 4.1.7 of this Article, shall not be placed in a Unit Member's personnel file unless and until the Unit Member is given notice and an opportunity to review and comment thereon. The Unit Member shall be given a reasonable amount of time during normal working hours and without loss of pay to prepare a written response to such material prior to placement in the Unit Member's file. Any derogatory material placed in a Unit Member's personnel file will include the identity of the author and the date such material was initiated.
- 4.1.5 No adverse action of any kind shall be taken against a Unit Member based upon materials in the Unit Member's personnel file which have not been made available to the Unit Member.
- 4.1.6 The Vice Chancellor of Human Resources or designee, upon written request from the Unit Member, will remove any derogatory materials, except formal written evaluations which are less than three (3) years old, from the Unit Member's file provided the material is over two (2) years old, and no other derogatory material has been placed in the file within the last two (2) years. Formal written evaluations more than two (2) years old may be removed when a new evaluation form is on file.
- 4.1.7 A Unit Member shall have the right at any reasonable time and without loss of pay to examine for a reasonable time and/or obtain a copy of any material from the Unit Member's personnel file with the exception of material that pertains to ratings, reports, or records which were (1) obtained prior to the employment of the Unit Member, (2) prepared by identifiable members of any examination or hiring committee, or (3) obtained in connection with any promotional examination.
- 4.1.8 The contents of this Article are referenced in the Education Code.

#### 4.2 Responsibility to Notify District of Change of Address or Telephone Number

A Unit Member shall notify the District Office of Human Resources of the Unit Member's current address and telephone number within twenty (20) working days of any change.

## ARTICLE 5

### ORGANIZATIONAL RIGHTS

- 5.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of the Agreement:
- 5.1.1 The right of access at reasonable times by a reasonable number of authorized CSEA representatives to areas in which Unit Members work, provided that access to Unit Members shall be limited to nonworking hours and non-assigned times such as breaks, duty-free lunch periods, and before or after working hours. Such access shall not be utilized in a manner that will disturb, disrupt, or otherwise interfere with the work of any employee of the District or the education of any students of the District.
    - 5.1.1.1 CSEA staff members, officers, union stewards or other official representatives shall provide the Immediate Management Supervisor of the area with reasonable advance notice for purposes of such access and shall, prior to contacting an employee, make his/her presence known to the employee's Immediate Management Supervisor. Any member of the CSEA field staff who wishes access to District premises shall notify the Vice Chancellor of Human Resources of his/her identity.
    - 5.1.1.2 CSEA union stewards shall be permitted incidental use of District telephones and e-mail to contact Unit Members for union representation purposes relative to rights afforded under this Agreement.
  - 5.1.2 The right to use without charge institutional bulletin boards, mailboxes of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters.
  - 5.1.3 The right to use institutional building, facilities, and standard office equipment, in accordance with Board policy and the Civic Center Act, at reasonable times, for the purpose of conducting chapter business and related matters. Such use will be at no cost unless special services are required as determined by the Immediate Management Supervisor.
  - 5.1.4 The right to review Unit Members' personnel files and any other records dealing with Unit Members when accompanied by the Unit Member or on presentation of a written authorization signed by the Unit Member.
  - 5.1.5 The right to receive, upon request, a complete "hire date" roster of all Unit Members, indicating the Unit Member's present classification, department and location assignment. The right to receive, upon request, a complete roster of all Unit Members by hours in paid status, indicating total hours in paid status for seniority purposes, present classification, department and location assignment.
  - 5.1.6 The right to receive, upon request, copies of written reports that are public records in accordance with state law.
  - 5.1.7 The right to receive copies of applications to governmental agencies for grant, funding, or approval when such grant, funding, or approval will involve the employment of additional classified employees. No employment of classified employees under such grant or funding shall occur until CSEA has been provided a reasonable time to review and comment.
  - 5.1.8 The right to receive, upon request, copies of material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
  - 5.1.9 Release time for CSEA activities shall be granted pursuant to this section:
    - 5.1.9.1 Release Time for CSEA Annual Conference
      - 5.1.9.1.1 CSEA shall have the right to designate up to six (6) Unit Members who shall be granted release time, without loss of compensation, to attend the CSEA Annual Conference.

- 5.1.9.1.2 Unit Members granted release time as provided in section 5.1.9.1.1 shall be released from their duties for the actual days of the conference, not to exceed five (5) days.
- 5.1.9.1.3 All expenses associated with attendance at the conference, including travel, shall be the responsibility of the Unit Members and CSEA. Travel shall not involve the use of District vehicles.
- 5.1.9.1.4 CSEA shall provide the Vice Chancellor of Human Resources, not less than thirty (30) days in advance of the conference, written notice of the dates of the conference and the names of the Unit Members who have been designated to attend the conference.
- 5.1.9.1.5 Not more than one (1) Unit Member within the same job classification or series of job classifications (e.g., *Administrative Assistant I, Administrative Assistant II, Administrative Assistant III*) from any one department may be granted release time to attend the conference if the District determines that granting leave to more than one Unit Member from the department within the same job classification or series of job classifications would have an adverse impact on the operation of the department.

5.1.9.2 Release Time for CSEA Executive Boards

- 5.1.9.2.1 CSEA shall be allocated up to twenty-five (25) hours of release time per calendar month for use by the President and officers of the Executive Board to conduct CSEA Chapter 167 business and employer-employee relations matters.
  - 5.1.9.2.1.1 This release time shall not be cumulative, but shall be in addition to any release time granted for serving as an officially designated union steward and/or member of the CSEA negotiating team, as provided in Article 7 and Article 26 of this Agreement, respectively.
  - 5.1.9.2.1.2 Additional release time may be granted during any month if approved by the Vice Chancellor of Human Resources.
- 5.1.9.2.2 Use of release time shall be coordinated with the Unit Member's Immediate Management Supervisor. Requests for release time shall be submitted to the Unit Member's Immediate Management Supervisor on the District approved form, normally at least two (2) working days prior to the date on which the release time is requested. It is recognized that certain circumstances may require a lesser period of advanced notice. No released time shall be permitted in the absence of advanced notice as provided in this section.
- 5.1.9.2.3 After submission of the request for release time, the Unit Member shall be released from duty during reasonable times for the purposes specified in this Article. If, due to an emergency, as determined by the Immediate Management Supervisor, an adequate level of service cannot be maintained in the absence of the Unit Member at the time requested, the Unit Member shall attend to the existing emergency and shall be allowed to leave upon satisfactory resolution of the emergency.
- 5.1.9.2.4 The Unit Member shall specify, on the monthly time sheet, the dates and times of release time taken for participation in activities pursuant to the provisions of this Article.
- 5.1.9.2.5 No Unit Member shall be discriminated against with regard to any application for transfer or promotion because of the use of release time as a Chapter officer in accordance with this Article.



5.1.9.2.6 Within five (5) working days of their election, the CSEA President or designee shall notify the Vice Chancellor of Human Resources in writing of the names of the members of the Executive Board. If a change in designated members of the Executive Board is made, the CSEA President shall notify the Vice Chancellor of Human Resources in writing within five (5) working days of such change.

5.1.9.3 Release Time for Union Stewards: Release time for union stewards shall be granted pursuant to the provisions of Article 7 of this Agreement.

5.1.9.4 Release Time for Negotiations: Release time for negotiation on matters within the scope of representation shall be granted pursuant to the provisions of Article 26 of this Agreement.

5.1.9.5 Release Time for CSEA Statewide Elected Office: In the event any CSEA member is elected to a CSEA statewide office the District shall comply with the provisions of the California Education Code, Section 88210. The Unit Member shall provide the Vice Chancellor of Human Resources with official written notification of election and the term of office of the position.

5.1.9.6 CSEA In-Service Workshops: Two CSEA sponsored In-Service Workshops per fiscal year may be held during scheduled work hours, subject to approval by the Vice Chancellor of Human Resources, under the following conditions:

5.1.9.6.1 Sixty working (60) days prior to the scheduled date of the proposed workshop, a letter of notification from the CSEA President will be sent to the Vice Chancellor of Human Resources indicating the proposed location, day, time and topic of the workshop. This provision notwithstanding, a workshop may be scheduled without sixty (60) working days' prior notification by mutual agreement of the CSEA President and the Vice Chancellor of Human Resources.

5.1.9.6.2 Within ten (10) working days of receipt of notification, the Vice Chancellor of Human Resources will provide the CSEA President with written notification of the Vice Chancellor's approval or denial of the workshop.

5.1.9.6.3 The duration of any workshop may not exceed ninety (90) minutes.

5.1.9.6.4 A Unit Member wishing to attend the In-service Workshop must submit a written request to the Unit Member's Immediate Management Supervisor at least five (5) working days prior to the scheduled date of the workshop. If approved in writing by the Immediate Management Supervisor, the Unit Member shall be released from the Unit Member's duties to attend the workshop.

## 5.2 Conduct of CSEA Business

5.2.1 Except as specifically provided in this Agreement, CSEA chapter business (e.g., meetings, circulation of petitions, elections, etc.) will be conducted by Unit Members at times other than their assigned working hours. Unit Members shall not be given time off for meetings of CSEA; however, Unit Members may adjust their work schedules, with prior approval of their Immediate Management Supervisors, for the purpose of attending regularly scheduled CSEA Chapter #167 general membership business meetings, subject to all of the following:

5.2.1.1 Adjustment of a Unit Member's work schedule for this purpose shall not be permitted more than once in any calendar month.

5.2.1.2 Adjustment of the work schedule shall be permitted only if the scheduled meeting time falls within the Unit Member's scheduled working hours and if the requested adjustment does not conflict with the operational needs of the department, as determined by the Immediate Management Supervisor.

- 5.2.1.3 Adjustment of the work schedule shall not cause a break in the Unit Member's scheduled working hours, exclusive of the scheduled meal period, of more than one hour during the workday. The time taken for the break in working hours must be made up on the same workday so that the time worked is equal to the number of working hours normally scheduled for that day.
- 5.2.1.4 Adjustment of the starting and ending time of the Unit Member's scheduled meal period may be permitted consecutively with the break in scheduled working hours; however, such adjustment shall not cause a change in the length of the Unit Member's scheduled meal break for that day.
- 5.2.1.5 A request for adjustment of the work schedule must be submitted in writing to the Unit Member's Immediate Management Supervisor at least two working days in advance of the day for which the schedule adjustment is requested. The request must indicate the date and time of the CSEA general membership meeting, the requested schedule adjustment, and a proposal for when the time for the break in working hours will be made up. No adjustment in a Unit Member's schedule shall be permitted in the absence of advanced notice and approval as provided herein.

5.2.2 Bargaining Unit Members may be released from duty, without loss of compensation, for up to one (1) hour for the purpose of attending a contract ratification meeting, and up to one-half (1/2) hour for the purpose of voting on ratification of a contract, if the meeting or voting time falls within the Unit Member's scheduled working hours and if the time does not conflict with the operational needs of the department, as determined by the Immediate Management Supervisor.

5.2.2.1 On the scheduled day of the contract ratification vote, the designated Nominations/Elections Chairperson shall be released from duty for up to eight (8) hours, without loss of compensation, to conduct the balloting.

5.2.2.2 On the scheduled day of the contract ratification vote, two designated Tellers from each campus (Anaheim, Cypress, Fullerton) shall be released from duty for up to three (3) hours each, without loss of compensation, to superintend the balloting during the scheduled voting periods at their respective campuses.

5.2.2.3 Release time for the Nominations/Elections Chairperson and the Tellers shall be coordinated with their Immediate Management Supervisors. Requests for release time shall be normally be made at least two (2) working days prior to the date on which the release time is requested. It is recognized that certain circumstances may require a lesser period of advanced notice. No released time shall be permitted in the absence of advanced notice as provided in this section.

5.2.2.4 Normally at least five (5) working days in advance, the CSEA President shall provide the Vice Chancellor of Human Resources with written notice of the dates of the ratification meeting and balloting, the location of the ratification meeting, and the times at which voting will begin and end at each campus.

5.3 Distribution of Agreement: Within forty-five (45) days after the execution of this Agreement, the District shall provide, without charge, a copy of this Agreement to each Unit Member. The District shall provide new Unit Members a copy of this Agreement, without charge, at the time of employment. The District shall provide each Unit Member, without charge, a copy of any changes to this Agreement.

5.4 District Orientation: The District shall conduct orientation sessions on this Agreement for Management employees within 180 days of contract ratification and provide them with a copy of the Agreement.

5.5 Committee Representation

5.5.1 In addition to rights of appointment contained in any other portion of this Agreement, California Education Code 70901.2(a) or as provided by District policy, CSEA shall have the right to appoint the classified employee representative to the following Districtwide and collegewide governance committees:

- 5.5.1.1 District Council on Budget and Facilities;
  - 5.5.1.2 District Consultation Council;
  - 5.5.1.3 District Equal Employment Opportunity Advisory Committee;
  - 5.5.1.4 College Budget Committees;
  - 5.5.1.5 College Presidents' Advisory Councils;
  - 5.5.1.6 College Diversity Committees;
  - 5.5.1.7 Campus Staff Development Committees.
- 5.5.2 In the event a Districtwide or collegewide committee is established on which classified employees are to serve and CSEA believes the committee is a governance committee subject to the provisions of section 5.5.1 of this Article to which CSEA is entitled to make the selection of classified representatives, the CSEA President and the Vice Chancellor of Human Resources shall discuss and attempt to resolve the issue.
- 5.5.2.1 In the event agreement on the matter cannot be reached, either party may request conciliation. The Vice Chancellor of Human Resources will arrange for the services of a mediator through the California State Mediation Services, or other appropriate resource, to begin conciliation at the earliest possible date.
- 5.5.2.2 It will be the responsibility of the mediator to attempt to resolve the issue to the satisfaction of both parties within sixty (60) calendar days of the beginning of the conciliation effort. If the mediator is unable to bring the parties to agreement within the specified period of time, CSEA and the District shall be deemed to have exhausted their obligations under this Agreement and may pursue such other remedies as may be available to them.
- 5.5.3 CSEA shall notify the Vice Chancellor of Human Resources in writing of the names of the designated committee appointments, the worksite from which each is appointed, and the committee to which each is appointed. If a change in committee appointments is made, CSEA shall notify the Vice Chancellor of Human Resources in writing within five (5) working days of such change.
- 5.5.4 With the exception of the CSEA President, no Unit Member may be appointed to more than two (2) governance committees at the same time. Service on hiring committees shall not count toward this limitation.
- 5.5.5 Unit Members appointed by CSEA to governance committees as provided in section 5.5.1 shall notify their Immediate Management Supervisors of their participation and shall provide to them, as soon as available, a schedule of the dates and times of official committee meetings. If a scheduled meeting is canceled or if a change in the dates and times of scheduled meetings is made, the Unit Members will promptly notify their Immediate Management Supervisors.
- 5.5.6 Requests for attendance at committee meetings shall be submitted to the Unit Member's Immediate Management Supervisor on the District approved form, normally at least two (2) working days prior to the date on which the attendance is requested. It is recognized that certain circumstances may require a lesser period of advanced notice. No attendance shall be permitted in the absence of advanced notice as provided in this section.
- 5.5.7 Except in the case of an emergency where an adequate level of service cannot be maintained in the absence of the Unit Member at the time requested, as determined by the Immediate Management Supervisor, after submitting a request for attendance, a Unit Member appointed to a governance committee as provided in section 5.5.1 shall be released from duty to attend official committee meetings and shall be accorded reasonable travel time to and from such meetings when they are conducted at a location other than a Unit Member's work location.

## ARTICLE 6

### **RIGHTS OF BARGAINING UNIT UPON CHANGE IN SCHOOL DISTRICT**

Rights of Bargaining Unit: Any division, uniting, unification, unionization, annexation, merger, deunification, or change of District boundaries or organization shall not affect the right of individual Unit Members under this Agreement nor alter the exclusive representation standing of CSEA. The Agreement shall be binding upon any new governing board resulting therefrom, during the term of this Agreement.

## ARTICLE 7

### UNION STEWARDS

- 7.1 Selection of Union Stewards: CSEA shall have the right to designate up to one union steward per eighty (80) Unit Members, rounded to the nearest whole number, from among Unit Members in the bargaining unit. The CSEA President or designee shall notify the Vice Chancellor of Human Resources in writing of the names of the designated union stewards, the worksite from which each is appointed, and the area of primary responsibility for which each has been appointed. A union steward's "area of primary responsibility" means an institution, office or building. The parties recognize that occasionally, as circumstances warrant, it may be necessary for CSEA to assign duties to a union steward outside the union steward's designated primary area of responsibility. If a change in designated union stewards is made, the CSEA President shall notify the Vice Chancellor of Human Resources in writing within five (5) working days of such change.
- 7.2 Authority: Union Stewards shall have the authority to represent Unit Members relative to rights afforded under this Agreement.
- 7.3 Release Time
- 7.3.1 Release Time for Attendance at Grievance and Disciplinary Meetings
- 7.3.1.1 A duly designated union steward shall be granted release time, without loss of compensation, for the following activities:
- 7.3.1.1.1 attendance at scheduled meetings with management for the purpose of representing a grievant in the resolution of a grievance, pursuant to the provisions of Article 22 of this Agreement, if requested by the Unit Member;
  - 7.3.1.1.2 attendance at scheduled meetings with management for the purpose of representing a Unit Member in a disciplinary action, pursuant to the provisions of Article 20 of this Agreement, if requested by the Unit Member;
  - 7.3.1.1.3 attendance at other meetings for purposes of the administration of this Agreement, as mutually agreed by CSEA and the District.
- 7.3.1.2 The release time for attendance at meetings as provided above shall include a reasonable amount of travel time to and from such meetings when they are conducted at a location other than a union steward's work location.
- 7.3.1.3 The number of union stewards in attendance at any meeting as provided above shall be limited to one (1), unless otherwise mutually agreed by CSEA and the District.
- 7.3.1.4 If a union steward cannot be released from duty at the scheduled time of a meeting because an adequate level of service cannot be maintained in the absence of the union steward at that time, the meeting shall be rescheduled to a time when the union steward will be available.
- 7.3.2 Release Time for Grievance and Discipline Preparation
- 7.3.2.1 In addition to release time for attendance at grievance and discipline meetings as provided above, a duly designated union steward shall be granted up to four (4) hours of release time per grievance, without loss of compensation, for the purpose of grievance investigation and preparation, and up to five (5) hours of release time per disciplinary action, without loss of compensation, for the purpose of meeting with a Unit Member regarding disciplinary charges against the Unit Member. Grievance and disciplinary investigation and preparation activities shall not be conducted in a manner that will disturb, disrupt, or otherwise interfere with the work of any employee or the operations of the District.

7.3.2.2 The number of union stewards granted release time for the investigation and preparation of a single grievance or for meeting with a Unit Member regarding disciplinary charges shall be limited to one (1), unless otherwise mutually agreed by CSEA and the District.

7.3.3 Release Time for OSHA Inspection

7.3.3.1 A duly designated union steward shall be granted release time, without loss of compensation, to accompany a CAL-OSHA Steward conducting an on-site walk-around safety inspection of the primary area of responsibility for which the union steward has been designated responsibility by CSEA pursuant to the provisions of section 7.1 of this Article. CSEA may alternate union stewards as an inspection progresses, as appropriate to the responsibility of the union steward for the area under inspection.

7.3.3.2 Not more than one (1) union steward shall be granted release time to accompany a CAL-OSHA Steward on a safety inspection of the same area, department, division, or subdivision unless otherwise mutually agreed by CSEA and the District.

7.3.4 Notice to Immediate Management Supervisor

7.3.4.1 Prior to the use of release time pursuant to this Article, notice of the need for release time shall be submitted to the union steward's Immediate Management Supervisor on the District approved form, normally at least twenty-four (24) hours in advance. It is recognized that certain circumstances may require a lesser period of advanced notice. No released time shall be permitted in the absence of advanced notice as provided in this section.

7.3.4.2 After notifying the union steward's Immediate Management Supervisor as provided in section 7.3.4.1, a union steward shall be permitted to leave the union steward's normal department during reasonable times for the purposes specified in this Article. If, due to an emergency, as determined by the union steward's Immediate Management Supervisor, an adequate level of service cannot be maintained in the absence of the union steward at the time requested, the union steward shall attend to the existing emergency and shall be allowed to leave upon satisfactory resolution of the emergency.

7.3.5 CSEA union stewards shall specify, on their monthly time sheets, the dates and times of release time taken for participation in grievance and discipline activities pursuant to the provisions of this Article.

## ARTICLE 8

### DEFINITIONS

- 8.1 "Anniversary Date" is the date upon which a Unit Member is granted salary step advancement. A hire date of the 1<sup>st</sup> through the 15<sup>th</sup> of the month shall have an anniversary date commencing the 1<sup>st</sup> date of that month. A hire date of the 16<sup>th</sup> through 30<sup>th</sup> or 31<sup>st</sup> of the month shall have an anniversary date commencing on the 1<sup>st</sup> day of the following month.
- 8.2 "Bumping right" is the right of a Unit Member, under conditions specified in Article 21, to displace a Unit Member with less seniority in a classification.
- 8.3 "Classification" is a group of one or more Unit Members having the same title. Each position in the bargaining unit shall be placed in a classification; have a designated title; have a regular minimum number of assigned hours per day, days per week, and months per year; have a statement of the specific duties required to be performed in each such position; and be placed on a regular monthly salary range for each such position.
- 8.4 "Demotion" is a change in assignment of a Unit Member from a position in one classification to a position in another classification that is allocated to a lower salary range. A voluntary demotion is a demotion agreed to in writing by the Unit Member and the District. An involuntary demotion is a demotion without the Unit Member's written consent.
- 8.5 "Department" is any division sub-divided by different functionality or charged to a manager.
- 8.6 "Differential" is a salary allowance in addition to the basic rate or schedule based upon additional responsibilities or hours of employment.
- 8.7 "Division" is defined for the School of Continuing Education as each major site plus the School of Continuing Education central administration; for the colleges, as the academic divisions plus the college central administration, Student Services, Maintenance & Operations; for the District Office, as the District central administration, Fiscal Affairs, Human Resources, Public Affairs, and Information Services.
- 8.8 "Fiscal year" is July 1 through June 30.
- 8.9 "Health and welfare benefits" means any form of insurance or similar benefit programs, including but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
- 8.10 "Hours in paid status" means all hours for which a Unit Member is paid during the fiscal year, including a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.
- 8.11 "Incumbent" is a Unit Member assigned to a position and who is currently serving in or on Board approved leave from the position.
- 8.12 "Minimum qualifications" are qualifications mandated for the position and which must be possessed by a Unit Member before the individual can be considered for employment in a specific classification.
- 8.13 "Notice" Whenever notice to the District or to CSEA 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 Vice Chancellor of Human Resources or designee, and notice to CSEA shall be written notice by personal delivery or first class mail to the CSEA President of the local chapter or designee.
- 8.14 "Permanent Unit Member" is a Unit Member who successfully completes an initial probationary period of one year. (See Education Code)
- 8.15 "Physician" as referred to in any section of this contract which states a requirement for a physical examination or statement from a physician shall be interpreted to meet the requirements of the Education Code.

- 8.16 "Probationary Unit Member" is a Unit Member who will become permanent upon completion of prescribed probationary period of one year.
- 8.17 "Probationary period" is completed one year from the Unit Member's date of hire starting on the first day of service to the District.
- 8.18 "Promotion" is a change in the assignment of a Unit Member from a position in one classification to a vacant position in another classification with a higher maximum salary rate.
- 8.19 "Reclassification" is the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. (See Education Code)
- 8.20 "Reemployment list" is a list of names of Unit Members who have been unable to resume the duties of an assigned position due to extended illness or who have been laid off for lack of work or lack of funds, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.
- 8.21 "Salary rate" is a specific amount of money paid for a specific period of service.
- 8.22 "Salary schedule" is a series of salary steps and ranges which comprise the rates of pay for all classifications.
- 8.23 "Salary step" is one of the salary levels within the range of rates for a classification.
- 8.24 "Seniority," for the purposes of the provisions of Article 21 of this Agreement, means seniority in a classification, which is secured by hours in paid status in a classification plus higher classifications. "Seniority," for the purposes of the provisions of all other Articles of this Agreement, means length of service within the bargaining unit, based on the first date of hire in a bargaining unit position.
- 8.25 "Short-term employee" is a person hired on an hourly basis for a specific temporary project of limited duration upon the completion of which, the service required will no longer be needed on a continuing basis. (See Education Code)
- 8.26 "Substitute employee" is any person employed to replace any Unit Member who is temporarily absent from duty. If the District is engaged in a procedure to hire a permanent Unit Member to fill a vacancy in any bargaining unit position, the Board may fill the vacancy through the employment, for not more than sixty (60) working days, of one or more substitute employees.
- 8.26.1 The sixty (60) working day period shall begin on the first working day following the last day the incumbent vacating the position is in paid status.
- 8.26.2 By mutual agreement, the District and CSEA may extend the sixty (60) working day period.
- 8.27 "Unit Member" as used in this Agreement means any member of the bargaining unit, both probationary and permanent.
- 8.28 "Voluntary Reduction in Assigned Time" is a reduction in the percentage of employment or the months of employment agreed to in writing by the Unit Member and the District.
- 8.29 "Working day" is a weekday on which the central administrative office of the District is regularly open for business.



## ARTICLE 9

### PAY AND ALLOWANCES

- 9.1 Regular Rate of Pay: The regular rate of pay for each Unit Member shall be in accordance with the rates established for each classification in accordance with the Classified Salary Schedule, as provided in Appendix B, which is attached and incorporated by reference as part of this Agreement.
- 9.1.1 The regular rate of pay shall include the Unit Member's base salary on the Classified Salary Schedule, prorated by the Unit Member's percent of employment, and any shift differential and longevity required to be paid under this Agreement.
- 9.1.2 If a Unit Member is not covered by PERS, the annual amount of the Unit Member's fringe benefit to allocate to optional health and welfare plans, as provided in section 11.2.2, will be increased by an amount equal to one thousand twelve dollars (\$1,012), prorated by the Unit Member's percentage of employment.
- 9.2 Frequency of Compensation: Unit Members shall be paid in accordance with the schedule and procedures for school payrolls established by the Orange County Department of Education. This schedule currently provides for payments to Unit Members on the 10<sup>th</sup> and 25<sup>th</sup> of each month, with deductions and/or additions shown on the check issued on the 10<sup>th</sup> of each month. If a scheduled pay day falls on a Saturday, Sunday, or legal holiday, payment will be made on the preceding working day.
- 9.3 Payroll Errors: Any payroll error resulting in insufficient payment for a Unit Member shall be corrected, and a supplemental check issued, within five (5) working days after the Unit Member provides notice to the payroll department. If an overpayment occurs, the payroll department will provide notification at least five (5) working days prior to starting deduction of the overpayment. The overpayment will be deducted in the same number of paychecks in which the overpayment occurred, except when the overpayment exceeds one year then the deduction shall not exceed a period of one year.
- 9.4 Lost Checks: Any paycheck for a Unit Member which is lost after receipt, or which is not delivered within five (5) working days of mailing if mailed, shall be replaced as soon as possible following verification of the loss or non-delivery.
- 9.5 Pay Increases: The District shall make a lump sum payment of any negotiated retroactive wage increase on a timely basis.
- 9.6 Step Advancement: A Unit Member shall advance to the next step on the Classified Salary Schedule at the end of the probationary period and annually thereafter on the Unit Member's anniversary date (see section 8.2, "Anniversary Date"). A Unit Member's anniversary date remains the same regardless of any promotion or reclassification.
- 9.7 Premium Pay – Longevity: The District pays premium pay for longevity, calculated as a percentage of the Unit Member's base salary, as follows:
- 9.7.1 Five Years
- A Unit Member who has been employed with the District in a bargaining unit position for five (5) consecutive years shall be granted a longevity increment of five (5) percent.
- 9.7.2 Ten Years
- A Unit Member who has been employed with the District in a bargaining unit position for ten (10) consecutive years shall be granted a longevity increment of ten (10) percent.
- 9.7.3 Fifteen Years
- A Unit Member who has been employed with the District in a bargaining unit position for fifteen (15) consecutive years shall be granted a longevity increment of fifteen (15) percent.

9.7.4 Twenty Years

A Unit Member who has been employed with the District in a bargaining unit position for twenty (20) consecutive years shall be granted a longevity increment of twenty (20) percent.

9.7.5 Twenty-Five Years

A Unit Member who has been employed with the District in a bargaining unit position for twenty-five (25) consecutive years shall be granted a longevity increment of twenty-five (25) percent.

9.7.6 Thirty Years

A Unit Member who has been employed with the District in a bargaining unit position for thirty (30) consecutive years shall be granted a longevity increment of thirty (30) percent.

9.7.7 These next two increments only apply to Unit Members hired on or after January 1, 2019:

Thirty-Three Years

A Unit Member hired on or after January 1, 2019, who has been employed with the District in a bargaining unit position for thirty-three (33) consecutive years shall be granted a longevity increment of thirty-three (33) percent.

Thirty-Six Years

A Unit Member hired on or after January 1, 2019, who has been employed with the District in a bargaining unit position for thirty-six (36) consecutive years shall be granted a longevity increment of thirty-six (36) percent.

9.8 Compensation for Working in a Higher Classification: A Unit Member's salary shall be adjusted upward to the appropriate range and step, in accordance with the provisions of section 16.3.1 of this Agreement, for the entire period the Unit Member is required to work in a higher classification.

9.9 Tools: The District agrees to provide all tools, equipment, and supplies reasonably necessary to Unit Members for performance of their employment duties, as determined by the District. The District shall not require or request a Unit Member to use any tools or equipment belonging to the Unit Member. The District shall not be responsible for any tools or equipment belonging to a Unit Member.

9.10 Medical Examinations: When the District requires a medical examination of a Unit Member, either by rule or by its direction or the direction of its authorized District administrator or Immediate Management Supervisor, or when a Unit Member is required by law to submit to a medical examination for continuance of employment, the District shall either provide the required examination, cause it to be provided, or provide the Unit Member with full reimbursement for the required examination.

9.11 Tuberculosis Examination: Unit Members shall be required to submit to a tuberculosis examination once every four (4) years. The District may designate a physician or medical facility where the Unit Member shall be required to obtain the examination. Unit Members may obtain the required examination from their own physician. However, if the District has designated a particular physician or medical facility for this purpose, a Unit Member shall not be reimbursed for obtaining the examination from the Unit Member's own physician.

## ARTICLE 10

### HOURS AND OVERTIME

#### 10.1 Workweek and Workday

- 10.1.1 The regular workweek for a full-time Unit Member will be forty (40) hours. The workweek for any Unit Member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Duties will normally be scheduled on the days Monday through Friday; but, where it is necessary to carry out the functions of the assignment or to avoid conflicts with the instructional program, or if mutually agreed to by CSEA and the District, duties may be scheduled on any five (5) consecutive days, e.g., Tuesday through Saturday, or as provided for elsewhere in this Agreement.
- 10.1.2 The length of the workday shall be designated by the District for each Unit Member in accordance with the provisions set forth in the Agreement.
- 10.1.3 Except as provided in section 10.1.3.6, each Unit Member shall be assigned a fixed, regular, and ascertainable minimum number of hours per day, with regular daily starting and ending times, days per week, and months per year. Any change in a Unit Member's schedule shall comply with the provisions of the section, except as provided in section 10.1.3.6.
- 10.1.3.1 The District has the right to change a Unit Member's work schedule with respect to the days per week and/or starting and ending times to meet the operational needs of the District. When a Unit Member's work schedule is changed, the Immediate Management Supervisor will provide a rationale for the change. A Unit Member's work schedule may not be changed permanently unless the Unit Member is given twenty (20) working days advance written notice. A permanent work schedule change is a change that will continue beyond ninety (90) working days.
- 10.1.3.2 The District has the right to change a Unit Member's work schedule in conjunction with the disciplinary process, for the causes specified in Article 20.3.
- 10.1.3.2.1 Where the cause for disciplinary action involves an issue under Article 20.3.1, 20.3.9, or 20.3.10, the informal corrective measures, as specified in Article 20.5.1, shall be implemented prior to implementing a change in a Unit Member's schedule as a corrective measure.
- 10.1.3.2.2 Any change in a Unit Member's schedule in conjunction with the disciplinary process shall constitute an informal corrective measure within the meaning of Article 20.2.3.
- 10.1.3.3 The work schedules of Unit Members in campus safety/security classifications shall be subject to change on a rotating basis, not more often than once every twelve (12) months. At the beginning of each fiscal year, the Immediate Management Supervisor will provide Unit Members with a schedule of the rotation.
- 10.1.3.4 A Unit Member's work schedule may be changed with respect to the days per week and/or starting and ending times at the request of the Unit Member, subject to approval by the Immediate Management Supervisor. The request must be made on the *Schedule Change Request* form (Appendix D). If the Unit Member's request for a work schedule change is approved, a copy of the completed *Schedule Change Request* form will be forwarded to the CSEA President.
- 10.1.3.5 The District has the right to establish the work schedule for a new position or to change the work schedule when a position becomes vacant, with respect to the days per week and/or starting and ending times, to meet the operational needs of the District.

10.1.3.6 Workday Exception List

10.1.3.6.1 The classifications listed in Appendix C are exempt from regular daily starting and ending times. The daily starting and ending times of Unit Members in these classifications may vary from day-to-day where support of the assigned program or service requires fluctuation in the daily schedule. The Unit Member will be notified of any time changes as soon as possible before the change. Schedule variations shall be distributed and rotated as equally as is practical among qualified Unit Members within each department. The District shall determine the qualification required for any given daily schedule change.

10.1.3.6.2 In accordance with program or service requirements, the District or CSEA may propose additions or deletions of classifications for exemption from regular starting and ending times. If either the District or CSEA does not agree with a proposal, the District and CSEA will meet to negotiate the proposal.

10.2 Workweek/Workday Schedules

A Unit Member may be assigned by the District to a standard or alternative workweek/workday schedule in accordance with the following provisions. In addition, CSEA and the District may, by mutual agreement, establish an alternative workweek/workday schedule for all Unit Members, or for specified classifications of Unit Members. The applicable dates and exceptions shall be specified at least sixty (60) calendar days prior to implementation, unless otherwise agreed by CSEA and the District.

10.2.1 Standard Workweek/Workday Schedule

10.2.1.1 The Standard workweek/workday schedule for a full-time Unit Member comprises forty (40) hours per workweek consisting of five (5) consecutive workdays at eight (8) hours each.

10.2.1.2 The workweek for this schedule consists of the regular and recurring period of 168 hours beginning at 12:01 a.m. on Monday and ending at midnight on the following Sunday.

10.2.1.3 Holidays are eight (8) hours.

10.2.1.4 If a holiday falls on an eight (8) hour workday, that day becomes an eight (8) hour paid holiday. If a holiday falls on a scheduled day off, the Unit Member shall be provided with a substitute holiday or compensated as if the holiday had fallen on an assigned workday.

10.2.1.5 Any time worked beyond eight (8) hours per day on a scheduled eight (8) hour workday is considered overtime. Any time worked on a scheduled day off is considered overtime.

10.2.2 Alternative Workweek/Workday Schedules

10.2.2.1 Four (4) Day/Ten (10) Hour Alternative Schedule ("4/10")

10.2.2.1.1 The "4/10" workweek/workday schedule for a full-time Unit Member comprises forty (40) hours per workweek consisting of four (4) workdays at ten (10) hours each and a designated day off, scheduled within a five (5) consecutive day period. Any day of the normal scheduled workweek may be scheduled as the designated day off.

For this example, Monday has been scheduled as the designated day off (Figure 1).

<b>Figure 1</b>				
<b><i>Monday</i></b>	<b><i>Tuesday</i></b>	<b><i>Wednesday</i></b>	<b><i>Thursday</i></b>	<b><i>Friday</i></b>
Designated Day Off	10 Hour Workday	10 Hour Workday	10 Hour Workday	10 Hour Workday

10.2.2.1.2 The workweek for this schedule consists of the regular and recurring period of 168 hours beginning at 12:01 a.m. on Monday and ending at midnight on the following Sunday.

10.2.2.1.3 Holidays are eight (8) hours.

10.2.2.1.4 If a holiday falls on a ten (10) hour workday, then that ten (10) hour workday becomes an eight (8) hour paid holiday. Two (2) hours of accrued compensatory time or vacation time shall be used, respectively, in combination with the eight (8) hour paid holiday.

For this example, the holiday falls on Friday (Figure 2).

<b>Figure 2</b>				
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Designated Day Off	10 Hour Workday	10 Hour Workday	10 Hour Workday	8 Hour Holiday + Use 2 Hours Comp or Vacation

10.2.2.1.5 Except where the designated day off is a Friday, if a holiday falls on a designated day off, the succeeding scheduled ten (10) hour workday shall be taken as an eight (8) hour paid holiday with two (2) hours of accrued compensatory time or vacation time to be used, respectively, in combination with the eight (8) hour paid holiday. Where the designated day off is a Friday, if a holiday falls on that day, the preceding scheduled ten (10) hour workday shall be taken as an eight (8) hour paid holiday with two (2) hours of accrued compensatory time or vacation time to be used, respectively, in combination with the eight (8) hour paid holiday.

For this example, the holiday falls on Monday, the designated day off. The following scheduled ten (10) hour workday, Tuesday, is taken as the holiday (Figure 3).

<b>Figure 3</b>				
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Holiday Falls On Designated Day Off	Taken As 8 Hour Holiday + Use 2 Hours Comp or Vacation	10 Hour Workday	10 Hour Workday	10 Hour Workday

10.2.2.1.6 Any time worked beyond ten (10) hours per day on a scheduled ten (10) hour workday is considered overtime. Any time worked on a designated day off is considered overtime (Figure 4).

<b>Figure 4</b>				
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Designated Day Off	10 Hour Workday	10 Hour Workday	10 Hour Workday	10 Hour Workday
Any Hours Worked =OT	Any Time Worked Past 10 Hours =OT	Any Time Worked Past 10 Hours =OT	Any Time Worked Past 10 Hours =OT	Any Time Worked Past 10 Hours =OT

10.2.2.2 Nine (9) Day/Eighty (80) Hour Alternative Schedule ("9/80")

10.2.2.2.1 The "9/80" workweek/workday schedule for a full-time Unit Member comprises eighty (80) hours in two (2) calendar weeks consisting of a fixed schedule of four (4) workdays at nine (9) hours each and one (1) workday at eight (8) hours in one calendar week and four (4) workdays at nine (9) hours each in the other calendar week. Any day within the two (2) calendar week period may be scheduled as the designated day off, provided that the corresponding weekday within the two (2) calendar week period is scheduled as the eight (8) hour workday.

For this example, Friday has been used as both the designated day off and the eight (8) hour workday (Figure 5).

<b>Figure 5</b>					
	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Week One</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	Designated Day Off
<b>Week Two</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	8 Hour Workday

10.2.2.2.2 The workweek for this schedule consists of the regular and recurring period of 168 hours beginning at the temporal midpoint of the scheduled shift on the eight (8) hour workday and ending at the same time on the corresponding day of the following calendar week.

10.2.2.2.3 Holidays are eight (8) hours.

10.2.2.2.4 If a holiday falls on a nine (9) hour workday, that nine (9) hour workday becomes an eight (8) hour paid holiday. One (1) hour of accrued compensatory time or vacation time shall be used, respectively, in combination with the eight (8) hour paid holiday.

For this example, the holiday falls on Monday of Week One (Figure 6).

<b>Figure 6</b>					
	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Week One</b>	8 Hour Holiday + Use 1 Hour Comp or Vacation	9 Hour Workday	9 Hour Workday	9 Hour Workday	Designated Day Off
<b>Week Two</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	8 Hour Workday

10.2.2.2.5 If a holiday falls on the eight (8) hour workday, that eight (8) hour workday becomes an eight (8) hour paid holiday.

For this example, the holiday falls on Friday of Week Two (Figure 7).

<b>Figure 7</b>					
	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Week One</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	Designated Day Off
<b>Week Two</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	8 Hour Holiday

10.2.2.2.6 If a holiday falls on a scheduled day off, then the succeeding eight (8) hour workday is taken for the holiday.

For this example, the holiday falls on Friday of Week One, the designated day off. The following scheduled eight (8) hour workday, Friday of Week Two, is taken as the holiday (Figure 8).

<b>Figure 8</b>					
	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week One</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	Holiday Falls On Designated Day Off
<b>Week Two</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	Taken As 8 Hour Holiday

10.2.2.2.7 If holidays fall on both a designated day off and the following eight (8) hour workday, the nine (9) hour workday preceding the designated day off is taken as an eight (8) hour paid holiday with one (1) hour of compensatory time or vacation time to be used, respectively, in combination with the eight (8) hour paid holiday, and the eight (8) hour workday following the designated day off is taken as an eight (8) hour paid holiday.

For this example, holidays fall on Friday of Week One, the designated day off, and the following Friday of Week Two, the scheduled eight (8) hour workday. Thursday of Week One, the nine (9) hour workday immediately preceding the scheduled day off, and Friday of Week Two, the eight (8) hour workday, are taken as holidays (Figure 9).

<b>Figure 9</b>					
	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week One</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	Taken As 8 Hour Holiday + Use 1 Hour Comp or Vacation	Holiday Falls On Designated Day Off
<b>Week Two</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	Taken As 8 Hour Holiday

10.2.2.2.8 Any time worked beyond nine (9) hours on a scheduled nine (9) hour workday is considered overtime. Any time worked beyond eight (8) hours on a scheduled 8 hour workday is considered overtime. Any time worked on the designated day off is considered overtime (Figure 10).

<b>Figure 10</b>					
	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week One</b>	9 Hour Workday  Any Time Worked Past 9 Hours = OT	9 Hour Workday  Any Time Worked Past 9 Hours = OT	9 Hour Workday  Any Time Worked Past 9 Hours = OT	9 Hour Workday  Any Time Worked Past 9 Hours = OT	Designated Day Off  Any Hours Worked = OT
<b>Week Two</b>	9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	8 Hour Workday  Any Time Worked Past 8 Hours = OT

10.2.2.3 Five (5) Day/Thirty-Six (36) + Four (4) Hour Alternative Schedule (“36/4”)

10.2.2.3.1 The “36/4” workweek/workday schedule for a full-time Unit Member comprises forty (40) hours per workweek consisting of four (4) workdays at nine (9) hours each and one (1) workday at four (4) hours. Any day can be scheduled as the four (4) hour workday.

For this example, Friday has been scheduled as the four (4) hour workday (Figure 11).

<b>Figure 11</b>				
<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
9 Hour Workday	9 Hour Workday	9 Hour Workday	9 Hour Workday	4 Hour Workday

10.2.2.3.2 The workweek for this schedule consists of the regular and recurring period of 168 hours beginning at 12:01 a.m. on Monday and ending at midnight on the following Sunday.

10.2.2.3.3 Holidays are eight (8) hours.

10.2.2.3.4 If a holiday falls on a nine (9) hour workday, then that nine (9) hour workday becomes an eight (8) hour paid holiday. One (1) hour of accrued compensatory time or vacation time shall be used, respectively, in combination with the eight (8) hour paid holiday.

For this example, the holiday falls on Monday (Figure 12).

<b>Figure 12</b>				
<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
8 Hour Holiday + Use 1 Hour Comp or Vacation	9 Hour Workday	9 Hour Workday	9 Hour Workday	4 Hour Workday



10.2.2.3.5 If a holiday falls on the four (4) hour workday, that four (4) hour workday becomes an eight (8) hour paid holiday and the nine (9) hour workdays become eight (8) hour workdays.

For this example, the holiday falls on Friday, the scheduled four (4) hour workday (Figure 13).

Figure 13				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
9 Hour Workday  Becomes 8 Hour Workday	9 Hour Workday  Becomes 8 Hour Workday	9 Hour Workday  Becomes 8 Hour Workday	9 Hour Workday  Becomes 8 Hour Workday	Holiday Falls On 4 Hour Workday  Becomes 8 Hour Holiday

10.2.2.3.6 Any time worked beyond nine (9) hours per day on a scheduled nine (9) hour workday is considered overtime. Any time worked beyond four (4) hours per day on a scheduled four (4) hour workday is considered overtime (Figure 14).

Figure 14				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
9 Hour Workday  Any Time Worked Past 9 Hours = OT	9 Hour Workday  Any Time Worked Past 9 Hours = OT	9 Hour Workday  Any Time Worked Past 9 Hours = OT	9 Hour Workday  Any Time Worked Past 9 Hours = OT	4 Hour Workday  Any Time Worked Past 4 Hours = OT

### 10.2.3 Alternative Workweek/Workday Schedule for Summer Session

- 10.2.3.1 The alternative schedule shall be a Four (4) Day / Ten (10) Hour Schedule.
- 10.2.3.2 The designated workdays of the alternative schedule shall be Monday through Thursday.
- 10.2.3.3 The starting date of the alternative schedule will be the Monday of the first full week in June.
- 10.2.3.4 The ending date of the alternative schedule will be the last Friday of the Summer Session as articulated in the Board approved Academic Calendar.
- 10.2.3.5 The alternative schedule will apply to all Unit Members, with the following exceptions:
  - 10.2.3.5.1 School of Continuing Education  
All classifications in School of Continuing Education.
  - 10.2.3.5.2 Cypress College  
Custodial classifications;  
Campus Safety classifications;  
Classifications related to the operation of the Theatre Arts Department.
  - 10.2.3.5.3 Fullerton College  
Maintenance and Operations classifications;  
Campus Safety classifications;  
Child Care classifications;  
Academic Computing classifications;  
Classifications related to KBPK operations;  
Classifications related to the operation of the Theater Arts Department.

- 10.2.3.5.4 Anaheim Campus  
Maintenance and Operations classifications;  
Campus Safety classifications;  
Information Services classifications.
- 10.2.3.6 Individual Unit Members in any of the categories under 10.2.3.5 may be assigned the alternative schedule with approval of the Immediate Management Supervisor.
- 10.2.3.7 Individual Unit Members who are on the alternative schedule may be assigned duties on Friday, as the need arises, by mutual agreement of the Unit Member and the Immediate Management Supervisor. If a Unit Member is assigned duties on Friday, the Unit Member will be provided with an alternative day off during that workweek, to be determined by mutual agreement of the Unit Member and the Immediate Management Supervisor. This provision does not preclude the application of overtime per 10.2.2.1.6.
- 10.2.3.8 Reduced Hour(s) Plan
  - 10.2.3.8.1 Unit Members on the alternative schedule who are employed for 40 hours per week may choose not to work ten hours per day and elect a reduced hour(s) plan, under one of the following options:
    - 10.2.3.8.1.1 The Unit Member may elect to work eight hours per day by taking two hours off each day using accrued compensatory time or vacation time, respectively.
    - 10.2.3.8.1.2 The Unit Member may elect to work eight hours per day by taking two hours off each day as leave without pay.
    - 10.2.3.8.1.3 The Unit Member may elect to work nine hours per day by taking one hour off each day using accrued compensatory time or vacation time, respectively.
    - 10.2.3.8.1.4 The Unit Member may elect to work nine hours per day by taking one hour off each day as leave without pay.
  - 10.2.3.8.2 Under the reduced hour(s) plan, the number of hours off must be the same for each day of the week and the Unit Member must remain with the option selected for the duration of the alternative schedule.
  - 10.2.3.8.3 If a Unit Member elects to take hours off each day using accrued compensatory or vacation time, the District Payroll Office will deduct accrued compensatory time, until exhausted, before deduction of accrued vacation time.
    - 10.2.3.8.3.1 The use of compensatory time and/or vacation time in fractional increments may be required to accomplish the required deduction.
    - 10.2.3.8.3.2 In the event a Unit Member is absent from duty for an entire day due to illness or injury, the District Payroll Office will deduct sick leave in lieu of the required compensatory or vacation time deduction.
  - 10.2.3.8.4 If a Unit Member who is employed less than 12 months elects an option to take hours off as leave without pay, the time off without pay shall not be considered as part of the Unit Member's "nonduty" days or hours (mandatory time off), and the Unit Member's Duty Day Calendar will not be altered to accommodate the unpaid hours.
- 10.2.3.9 Unit Members on the alternative schedule who use vacation and/or sick leave benefits will have ten hours of leave deducted per day.
- 10.2.3.10 For Unit Members on the alternative schedule, the Independence Day holiday will occur according to the provisions of Article 13 and will be compensated in accordance with the provisions of Articles 10.2.2.1.3 and 10.2.2.1.4 of the collective bargaining agreement between CSEA and the District. Unit Members on the alternative schedule who do not have sufficient accrued vacation time to comply with this provision may be advanced two (2) hours of vacation leave which shall be deducted from future vacation accrual or may elect to take two (2) hours of unpaid leave.

10.2.3.11 Should the Academic Calendar change and subsequently impact this Article, the parties agree to meet and negotiate within thirty (30) working days.

10.3 Reduction in Percentage of Employment: Any involuntary reduction in a Unit Member's percentage of employment shall be accomplished in accordance with the provisions of Article 21.

10.4 Adjustment of Assigned Time: Any Unit Member who works an average of thirty (30) minutes or more per day in excess of the Unit Member's regular part-time assignment for a period of twenty (20) consecutive workdays or more shall have the regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

10.5 Meal Periods and Rest Periods: Specified times for meal periods and rest periods pursuant to the provisions of this section shall be established by the District.

10.5.1 Meal Periods: All Unit Members who have a workday of five (5) hours or more shall be entitled to an uninterrupted, duty-free unpaid meal period. Unit Members who have a workday of fewer than five (5) hours are not entitled to a meal period.

10.5.1.1 The meal period may be either thirty (30), forty-five (45), or sixty (60) minutes in duration as specified by the Immediate Management Supervisor. The meal period will normally commence within one (1) hour of the midpoint of the work shift. The meal period shall not exceed the specified length; however, a Unit Member may extend the normal unpaid meal period with the prior approval of the Immediate Management Supervisor.

10.5.1.2 A Unit Member who is authorized and required by the Immediate Management Supervisor to work during the Unit Member's scheduled meal period, and who is not provided an alternate meal period, shall receive either overtime pay or compensatory time.

10.5.1.3 Campus safety/security personnel who are required by the Immediate Management Supervisor to be on call at their on-campus duty station during scheduled meal periods will receive either overtime pay or compensatory time, or their hours of compensable duty shall be adjusted accordingly.

10.5.1.4 A Unit Member shall not work during the scheduled meal period unless so authorized or directed in advance by the Immediate Management Supervisor.

10.5.2 Rest Periods: Paid rest periods of fifteen (15) minutes each are allowed for each duty period consisting of at least four (4) consecutive work hours but less than five (5) consecutive work hours; paid rest periods of twenty (20) minutes each are allowed for each duty period consisting of at least five (5) consecutive work hours.

10.5.2.1 The scheduling of rest periods is subject to the approval of the Immediate Management Supervisor. Use of rest periods shall be restricted to the reasonable vicinity of the workplace. Rest periods are not to exceed the specified length and, if not used, cannot be accumulated for credit. Rest periods shall not be taken during the first or last hour of the workday.

10.5.2.2 Rest periods are a part of the regular workday and shall be compensated at the Unit Member's regular rate of pay.

10.5.3 Meal periods and rest periods may not be accumulated. Meal periods and rest periods shall be taken during the period of each workday and duty period as specified, unless otherwise authorized by the Immediate Management Supervisor.

10.6 Overtime: Unit Members will be compensated for overtime according to the following provisions and in compliance with the Education Code and the Fair Labor Standards Act.

10.6.1 All overtime worked must have the prior approval of the Immediate Management Supervisor.

- 10.6.2 Except with respect to alternative workweek/workday schedules as provided in section 10.2.2., overtime is defined to include any authorized time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in a workweek, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. For the purpose of computing the number of hours worked, all time during which a Unit Member is in paid status, including time excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence, shall be considered as time worked.
- 10.6.3 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth and seventh day of work.
- 10.6.4 Overtime hours worked shall be compensated as compensatory time off at the rate of one and one-half (1-1/2) times the number of hours of overtime worked, or as payment at a rate equal to one and one-half (1-1/2) times the Unit Member's regular rate of pay, or as a combination of compensatory time off and payment, at the discretion of the Immediate Management Supervisor.
  - 10.6.4.1 A Unit Member shall report all overtime worked during the pay period on the monthly time sheet.
  - 10.6.4.2 Overtime worked will be compensated by compensatory time off unless payment is expressly authorized by the Immediate Management Supervisor and noted on the Unit Member's monthly time sheet.
- 10.6.5 Available overtime shall be distributed and rotated as equally as is practical among qualified Unit Members within each department. The District shall determine the qualification required for any given overtime assignment.
- 10.6.6 A Unit Member shall have the right to reject an offer or request for overtime, except in an emergency. However, a Unit Member may reject an offer or request where an emergency of a personal nature exists, except a civil defense emergency or a natural disaster.

10.7 Compensatory Time-Off

- 10.7.1 Compensatory time off shall be taken by the Unit Member within twelve (12) months following the month in which the overtime was worked and subject to the operational needs of the department.
  - 10.7.1.1 All earned compensatory time in excess of forty (40) hours which is not used by June 30 of each year, will be paid out at the Unit Member's current rate of pay by September 30.
  - 10.7.1.2 Unused compensatory time may not exceed 240 hours. When a Unit Member has accumulated 240 hours of compensatory time, any additional overtime worked shall be compensated by payment at a rate equal to one and one-half (1-1/2) times the Unit Member's regular rate of pay.
  - 10.7.1.3 Compensatory time off shall be taken in increments of not less than fifteen (15) minutes.
- 10.7.2 Payment for Accumulated Compensatory Time Upon Termination: When a Unit Member is separated from employment with the District for any reason, including layoff, the Unit Member shall receive lump-sum payment for all accumulated and unused compensatory time. Payment shall be at the Unit Member's current regular rate of pay.

10.8 Shift Differential – Compensation: The District pays premium pay for shift work, calculated as a percentage of the Unit Member's base pay and longevity pay, as follows:

- 10.8.1 Swing Shift: A workday assignment which ends at or after 9:00 p.m. shall be compensated an additional five percent (5%).
- 10.8.2 Graveyard Shift: A workday assignment which ends at or after 1:30 a.m. shall be compensated an additional ten percent (10%).

- 10.8.3 To be eligible for shift differential compensation, a Unit Member must be permanently assigned to the shift and must work at least four days per week for at least four consecutive hours on the shift.
- 10.9 Call Back Time: A Unit Member who is called in to work on a day when the Unit Member is not scheduled to work or who is called back to work after having left the work site subsequent to completion of the Unit Member's regular assignment shall be compensated for at least two and one-half (2-1/2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked. The provisions of this section shall not apply where the Unit Member has been scheduled to work overtime in advance.
- 10.10 Standby: Standby time is off-duty time during which a Unit Member is required to be immediately available to be called to work. While on standby, the Unit Member shall remain available by telephone or other authorized means of communication and shall remain in such proximity to the work site that the Unit Member may reasonably report for duty as required by the Immediate Management Supervisor. A Unit Member on standby shall refrain from activities that may impair the Unit Member's ability to perform the assigned duties for which the Unit Member is on call.
- 10.10.1 All standby assignments must be authorized in advance by the Immediate Management Supervisor, in writing. It shall not be considered standby when a Unit Member is contacted and required to return to work, but has not been on standby status.
- 10.10.2 A Unit Member who is assigned to standby will be paid in the amount of ten (10) percent of the Unit Member's regular hourly rate of the actual and qualifying hours of standby time, regardless of whether the Unit Member is called to work. However, a Unit Member shall not be entitled to receive standby pay for any on-duty time for which the Unit Member is compensated. If a Unit Member is called to work while on standby, compensation for standby time will be computed from the starting time of the standby period until the Unit Member begins the work assignment.
- 10.10.3 Standby time may be scheduled in increments of not less than one (1) hour. A Unit Member shall report authorized compensable standby time on the monthly time sheet. A copy of the written authorization, as provided in section 10.10.1, shall be attached to the time sheet.
- 10.10.4 The provisions of section 10.6.2 notwithstanding, standby time shall not be considered time worked for the purpose of qualifying for overtime.
- 10.10.5 Standby assignments shall be distributed and rotated as equally as is practical among qualified Unit Members within each department. The District shall determine the qualification required for any given standby assignment.
- 10.10.6 The District reserves the right to assign any Unit Member to standby, except that a Unit Member may not be assigned to standby if another qualified Unit Member is available and volunteers for the assignment. A Unit Member shall not be assigned to standby during any period for which the Unit Member has been approved for vacation time or other authorized leave of absence.
- 10.11 Work on Holidays: A Unit Member who is authorized to work on any day recognized as a holiday designated by this Agreement shall be provided with a substitute holiday within five (5) working days prior to, or after, the designated holiday. If the Immediate Management Supervisor is unable to schedule a substitute holiday due to the operational needs of the department, the Unit Member shall be entitled to Holiday compensation at double the regular rate of pay for hours assigned and worked.
- 10.12 Deduction in Pay: Unauthorized absences and tardies are subject to deduction in pay and may be cause for disciplinary action up to and including dismissal.
- 10.13 If the Immediate Management Supervisor makes changes to the Unit Member's signed monthly timesheet, the Unit Member shall be notified in writing by the Immediate Management Supervisor of the changes.

## ARTICLE 11

### **EMPLOYEE BENEFITS**

- 11.1 **Health and Welfare Benefits Plan:** The health and welfare benefits plan, which provides a choice of health benefit plans with optional dependent coverage, dental and other insurance options and tax sheltered annuity options for eligible Unit Members, shall continue in effect from year to year unless and until changed by agreement of the parties.
- 11.1.1 While CSEA may negotiate the amount of fringe benefit, the District Insurance and Benefits Committee will recommend specific carriers.
- 11.1.2 CSEA shall be entitled to appoint four members to the District Insurance and Benefits Committee with the understanding that the total membership of the District Insurance and Benefits Committee shall not exceed eleven (11).
- 11.1.3 The District shall notify all Unit Members of the 125 Plan offered by the District. The Unit Member shall be advised of the optional pre-tax plans.
- 11.2 **Eligibility:** All Unit Members who work at least one-half time (50% employment) shall be eligible for the employee health plan benefit and to that portion of the fringe benefit amount the Unit Member's specified work time of fifty percent (50%) or more relates to full-time employment.
- 11.2.1 The District will pay the full cost of a District-approved hospitalization plan for the Unit Member.
- Effective sixty days after ratification and Board of Trustee approval, the District will contribute a maximum up to \$8,058.00 annually towards dependent care medical premiums. Effective sixty days after ratification and Board approval an adjusted amount for dependent care medical premiums will be provided to eligible Unit Member who currently pay out of pocket premiums for the remaining months of 2021-2022.
- The unit member will pay any additional premiums for dependent medical by automatic payroll deductions in accordance with established District payroll procedure. This contribution is separate and distinct from the fringe benefit allowance.
- 11.2.2 The Fringe benefit amount paid to full time 12-month unit members will be in the amount of \$4,646.10 Annually and will be paid on a monthly basis. Unit Members working less than 100% will receive the negotiated amount (\$4,646.10 annually) on a pro rata basis.
- 11.2.3 If a Unit Member elects not to take part in a hospitalization plan, their annual compensation will be increased by three hundred (\$300) dollars offered by the District implemented no later than 60 days following ratification of Agreement.
- 11.3 **Less Than Fifty (50) Percent Employment:** A Unit Member employed less than fifty percent (50%) shall not be eligible to participate in the employee health plan benefit. In lieu of health benefits, the Unit Member will receive a discretionary benefit to allocate to optional health and welfare plans in an amount equal to the sum of: 1) a prorated portion of the average dollar amount of the employee-only health benefit plan and, 2) a prorated portion of the discretionary benefit amount available to full-time Unit Members.
- 11.4 **Benefits Administration:** Administration of health plan and other benefits under this Article shall be by the District.
- 11.5 **Continuation – Paid Leaves:** The District will continue payment for benefit plans under this Article in which the Unit Member is enrolled when the Unit Member is on paid leave.
- 11.6 **Continuation – Retirement:** Pursuant to the regulations of the Public Employees Retirement System Health Benefits Program, the District will maintain contributions for health plan premiums for Unit Members who retire from the District, subject to the following:
- 11.6.1 A Unit Member hired by the District prior to July 1, 1993, shall be entitled to District-paid post-retirement medical benefits if the Unit Member has fulfilled the requirements to receive a retirement benefit under the

Public Employees Retirement System, currently at least 50 years of age and 5 years of PERS service, or the State Teachers Retirement System and retires within 120 days of separating from the District.

11.6.2 A Unit Member hired by the District on or after July 1, 1993, shall be entitled to District-paid post-retirement medical benefits if the Unit Member has fulfilled the requirements to receive a retirement benefit under the Public Employees Retirement System, currently at least 50 years of age and 5 years of PERS service, or the State Teachers Retirement System and retires within 120 days of separating from the District if the Unit Member:

11.6.2.1 has been employed full-time, one hundred (100) percent by the District with a minimum of fifteen (15) years of District credited service; or

11.6.2.2 is an eligible part-time Unit Member, employed less than one hundred (100) percent, who qualifies for District-maintained contributions for Unit Member health plan premiums and retires from the District with service accumulated pro-rata equivalent to one-hundred (100) percent employment at fifteen (15) years, or twenty (20) years of District credited service, whichever is sooner.

11.6.3 A Unit Member hired by the District on or after January 1, 2019, shall be entitled to District-paid post-retirement medical benefits if the Unit Member has fulfilled the requirements to receive a retirement benefit under the Public Employees Retirement System, currently at least 50 years of age and 5 years of PERS service, or the State Teachers Retirement System and retires within 120 days of separating from the District if the Unit Member:

11.6.3.1 has been employed by the District and retires with a minimum of fifty (50) years of District credited service.

11.6.4 Unit Members who qualify for disability retirement under the Public Employees Retirement System or the State Teachers Retirement System shall qualify for one-hundred (100) percent District-paid post-retirement medical benefits as if they had qualified under the provisions of section 11.6.

11.6.5 Additionally, this plan pays the premium for the hospitalization and medical care plan for a spouse who becomes an annuitant of the Public Employees Retirement System or the State Teachers Retirement System as a result of the death of the retiree.

## 11.7 Domestic Partners

11.7.1 Domestic partners of eligible employees or annuitants of the District, as defined by section 297 of the California Family Code, shall be eligible to enroll in the District's CalPERS Hospital and Medical Care plan, subject to the provisions of California Government Code and CalPERS regulations.

11.7.2 Domestic partners of eligible employees or annuitants of the District, as defined by section 297 of the California Family Code, shall be eligible to enroll in the District's dental and vision insurance plans, subject to the regulations of the plan providers.

11.7.3 Where an eligible employee elects to enroll a qualified domestic partner in the CalPERS Hospital and Medical Care plan, or in a District dental or vision insurance plan, the cost of the premiums for the domestic partner's dependent coverage shall be paid by after-tax salary deductions from the employee's paycheck. Deductions will be made in accordance with District payroll procedures. No portion of the employee's discretionary fringe benefit allowance may be used to pay premium costs for hospital and medical care, dental or vision coverage, or other benefits for a domestic partner.

11.8 Reimbursement for Vehicle Expenses: Unit Members required by the District to use their personal vehicle in the performance of their duties shall be reimbursed at the current District rate per mile.

11.9 Parking: Parking for each Unit Member will be granted in the designated areas at no charge.

11.10 Life Insurance

11.10.1 The District will provide Term Life Insurance for Unit Members in the amount of \$50,000 effective January 1, 2017.



## ARTICLE 12

### **PROFESSIONAL GROWTH AND DEVELOPMENT PROGRAM**

- 12.1 Introduction: The District has established a program of professional growth incentives for Unit Members. The program is designed to encourage Unit Members to strengthen their role as productive members of the District and the community.
- 12.2 Earned Increment: An increment for professional growth shall be earned upon verification of completion of nine (9) equivalent semester units of approved course work. Six (6) of these nine (9) units must be in "related" courses as described in 12.4.
- 12.2.1 The increment shall be a stipend in the amount of \$400 per year. The stipend shall be divided by the number of months employed and distributed on a monthly basis.
- 12.2.2 The increment shall be prorated by percent of employment.
- 12.2.3 Stipends will become effective at the start of the next fiscal year. Stipends will not be implemented during the fiscal year (see Article 8.8).
- 12.3 Eligibility: All Unit Members are eligible to apply for professional growth and development increments.
- 12.4 Evaluation of Courses: Courses will be evaluated as "related" or "elective" as defined below:
- 12.4.1 Related courses are specifically related to the Unit Member's work assignment.
- 12.4.2 The following are examples of courses which are considered related to all Unit Member's work assignments:
- 12.4.2.1 General and basic education courses, e.g., English, Math, Introduction to Sociology, General Psychology, Introduction to Philosophy, American Government;
- 12.4.2.2 First Aid courses;
- 12.4.2.3 A language other than English if appropriate to the work assignment; or
- 12.4.2.4 Management training courses.
- 12.4.3 Elective courses are those not related to the Unit Member's work assignment or described in 12.4.2, but are considered cultural enrichment.
- 12.5 Kinds of Credit Allowed
- 12.5.1 Course work must be taken at an accredited community college, college, university, trade school or adult education program. Hours in adult education will be equated with units in college work; eighteen (18) hours of attendance and satisfactory completion equals one (1) unit.
- 12.5.2 All courses must receive a minimum of "C" grade to receive credit. If letter grades are not given for a course, a letter of satisfactory completion, signed by the instructor, is required.
- 12.5.3 All credit is figured in semester hours; quarter hours will be translated into semester hours.
- 12.5.4 "Credit by examination" units will not be allowed for Professional Growth and Development credit.
- 12.5.5 Coursework must be commenced and earned during the course of employment with the District as a Unit Member.
- 12.6 Limitations
- 12.6.1 The total number of increments which can be earned and accumulated is five (5), except as provided in 12.6.3.

- 12.6.2 A maximum of two (2) increments shall be approved for payment in any one fiscal year.
- 12.6.3 Effective, July 1, 2018, a sixth increment shall be awarded for completion of a Bachelor or Master degree earned.
- 12.6.4 Units earned prior to July 1, 1975, are not applicable to the program. Units commenced or earned prior to July 1, 2000, may not be used as credit toward the fifth increment.
- 12.6.5 Units earned during the probationary period are applicable to this program.

12.7 Earned Doctorate:

- 12.7.1 Upon verification of the award of an earned doctorate or LLB/JD degree, a Unit Member shall be eligible to receive a stipend in the amount of \$3,500 per fiscal year.
  - 12.7.1.1 The stipend shall be prorated by percent of employment.
  - 12.7.1.2 The stipend will be paid in lieu of any professional growth increments for which the Unit Member may be eligible.
- 12.7.2 The degree must be awarded by an accredited institution listed in the directory of Accredited Institutions of Postsecondary Education, published for the Council of Postsecondary Accreditation by the American Council on Education. The LLB/JD degree must have been received on the basis of a four (4) year baccalaureate degree from an accredited institution, as provided above, and three (3) years of graduate law school.
- 12.7.3 The doctoral stipend will become effective at the start of the fiscal year immediately following the fiscal year in which the degree is awarded. The stipend will not be implemented during the fiscal year.

12.8 Application Procedure

- 12.8.1 Prior to enrollment in a course or courses, the Unit Member must submit a Request for Course Approval Form (Appendix E) to the District Director of Human Resources or designee, who shall evaluate the request based upon the criteria in section 12.4 and shall inform the Unit Member whether the proposed course(s) are acceptable. Failure to submit a Request for Course Approval prior to enrollment may result in nonacceptance.
- 12.8.2 Should the determination of the District Director of Human Resources or designee be challenged, it will be subject to review and recommendation by the CSEA Executive Committee.
- 12.8.3 It is the responsibility of the Unit Member to apply for professional growth and development credit and to verify completion of course work with an official transcript or the instructor's signature prior to June 30 of each year with the Human Resources Department.

12.9 District Sponsored Training Opportunities

- 12.9.1 Bargaining unit members may receive authorization from their management supervisor to attend District sponsored training opportunities. The unit member must submit a written request to their management supervisor to attend the training opportunity at least ten (10) working days prior to the scheduled training. If approved by the unit members management supervisor, the unit member will be released from their regular duties to attend the training opportunity.

**ARTICLE 13**

**HOLIDAYS**

13.1 Holiday Calendar: Unit Members shall be paid for the holidays listed below, provided they were in paid status during any portion of the working day immediately preceding or succeeding the holiday. Holidays shall be on the dates scheduled below, or on dates mutually agreed by CSEA and the District.

New Year's Day . . . . .	January 1
Martin Luther King Day . . . . .	Third Monday in January
Lincoln's Day . . . . .	February 12 (or designated day)
President's Day . . . . .	Third Monday in February
Cesar Chavez Day . . . . .	Effective 2017-2018 (day/method to be determined by the District)
Spring Vacation Day . . . . .	Friday of the week of spring recess
Memorial Day . . . . .	Last Monday in May
Independence Day . . . . .	July 4
Labor Day . . . . .	First Monday in September
Admission Day . . . . .	Floating Holiday (used between Christmas and New Year's Eve)
Veteran's Day . . . . .	November 11 (or designated day)
Thanksgiving Day . . . . .	Thursday proclaimed by the President and the following Friday
Christmas Eve . . . . .	December 24
Christmas Day . . . . .	December 25
New Year's Eve . . . . .	December 31

When there are three (3) working days between Christmas and New Year's Eve, one day will be a holiday in lieu of Admission Day and two days will be District paid holidays.

13.2 Holidays on Saturday or Sunday

13.2.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

13.2.2 The operation of this section shall not cause any Unit Member to lose holiday pay for any of the holidays provided in this Article.

13.3 Holiday Pay Computation

13.3.1 Holidays for Unit Members employed full-time (100%) shall be compensated on the basis of an eight (8) hour workday at the Unit Member's rate of pay in effect at the time of the holiday.

13.3.2 Holiday compensation for Unit Members employed less than full-time shall be prorated by the percentage of employment.

13.4 Unit Members who are not normally assigned to duty during the winter and spring recesses shall be paid for those holidays falling in the recesses provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

**ARTICLE 14**

**VACATION PLAN**

14.1 **Paid Vacation:** Vacations with pay will be granted to all Unit Members who have been employed for at least six (6) working months with the District. After completion of this six (6) month period, vacation leave earned under the provisions of this Article shall be available to each Unit Member.

14.1.1. Unit Members employed full-time (100%) shall earn vacation leave for each calendar month in which the Unit Member is in paid status for more than one-half (1/2) of the working days in the month, according to the following schedule:

<b>VACATION ACCRUAL BASED ON FULL-TIME (100%) EMPLOYMENT</b>								
<b>Years of Service*</b>	<b>Hours Earned Per Month</b>	<b>TOTAL HOURS EARNED PER FISCAL YEAR</b>						
		<b>12-Month Position</b>	<b>11.5-Month Position</b>	<b>11-Month Position</b>	<b>10.5-Month Position</b>	<b>10-Month Position</b>	<b>9.5-Month Position</b>	<b>9-Month Position</b>
<b>1-4</b>	8.00	96.00	92.00	88.00	84.00	80.00	76.00	72.00
<b>**5-9</b>	10.67	128.04	122.71	117.37	112.04	106.70	101.37	96.03
<b>**10-14</b>	13.33	159.96	153.30	146.63	139.97	133.30	126.64	119.97
<b>**15-19</b>	14.67	176.04	168.71	161.37	154.04	146.70	139.37	132.03
<b>**20 +</b>	16.00	192.00	184.00	176.00	168.00	160.00	152.00	144.00
*Years of service includes previous service with the District with no break in service longer than thirty-nine (39) months after permanency was achieved. The scheduled period of time off for a Unit Member who has less than a twelve (12) month assignment is not considered a break in service.								
**Longevity increases in the number of hours earned per month become effective on the Unit Member's anniversary date at the beginning of the fifth, tenth, fifteenth and twentieth years of service.								

14.1.2 Unit Members employed less than full-time shall earn a proportionate share of vacation leave, prorated by the percentage of employment, for each calendar month in which the Unit Member is in paid status for more than one-half (1/2) of the working days in the month. Percentage of employment is defined as the number of hours worked per day in relation to a full-time equivalent of eight hours (e.g., eight hours per day is equal to 100%; four hours per day is equal to 50%).

14.1.3 Probationary Unit Members shall not be eligible to take vacation until the first day of the pay period following completion of six (6) working months of employment with the District. Earned vacation for Probationary Unit Members shall not become a vested right until the Unit Member has completed six (6) working months of service. No payment for vacation accumulation shall be made to probationary Unit Members who separate from employment with the District prior to completion of six (6) working months of service.

14.1.4 Vacation time must be earned before it can be used. Exception may be made for Unit Members with less than twelve month assignments where the Unit Member's schedule requires that the Unit Member be on vacation during District-designated recess periods; however, the amount of advanced vacation time granted for use during these periods shall not exceed the amount of vacation time the Unit Member would accrue for that fiscal year.

14.1.5 Fractional days of vacation leave may be granted in not less than one half (1/2) hour increments.

14.1.6 A Unit Member may not elect to be paid in lieu of taking vacation time.

14.2 **Vacation Carryover**

14.2.1 Any unused vacation time earned by a Unit Member in a given fiscal year may be carried over to the next fiscal year, provided that a Unit Member's maximum total of accumulated vacation hours as of the end of any fiscal year, as reported on the Unit Member's June time sheet, shall not exceed one and one-half (1.5) times the

number of vacation hours that would be earned by the Unit Member in that fiscal year. The following schedule sets forth the maximum vacation accumulation limits, based on full-time (100%) employment:

VACATION ACCUMULATION LIMIT BASED ON FULL-TIME (100%) EMPLOYMENT								
Years of Service	Hours Earned Per Month	MAXIMUM PERMITTED TOTAL ACCUMULATED VACATION HOURS						
		12-Month Position	11.5-Month Position	11-Month Position	10.5-Month Position	10-Month Position	9.5-Month Position	9-Month Position
1-4	8.00	144	138	132	126	120	114	108
5-9	10.67	192	184	176	168	160	152	144
10-14	13.33	240	230	220	210	200	190	180
15-19	14.67	264	253	242	231	220	209	198
20 +	16.00	288	276	264	252	240	228	216

14.2.2 The maximum vacation accumulation limit for Unit Members employed less than full-time shall be reduced proportionately, based on the percentage of employment.

14.2.3 Any vacation balance at the end of a fiscal year in excess of the applicable vacation accumulation limit must be used by March 31<sup>st</sup> of the subsequent fiscal year (exclusive of days to be earned between July 1<sup>st</sup> through March 31<sup>st</sup>).

14.3 Vacation Scheduling

14.3.1 Except as provided in Article 15 of this Agreement, requests for vacation leave must be submitted in writing and the use of vacation leave must be approved in advance by the Unit Member's Immediate Management Supervisor. A Unit Member who is absent without prior approval shall have deducted from his or her salary the appropriate amount for the period of absence.

14.3.2 Unit Members shall submit requests for vacation dates at the beginning of each fiscal year or another fixed date(s) designated by the Immediate Management Supervisor. However, nothing in this section shall preclude an employee from requesting and being granted vacation at any time.

14.3.3 To the extent possible, submitted vacation schedules will be arranged to meet Unit Members' requests. Vacation requests shall be considered on a "first-come, first-served" basis. After workload requirements have been met, if there is a conflict between Unit Members' requests for vacation, the Unit Member(s) with the greatest seniority shall be given preference on a rotating basis. For purposes of this section, "seniority" means length of service within the department, based on the initial date of assignment in the department.

14.3.4 Approval of vacation requests is subject to the operational needs of the department, as determined by the Immediate Management Supervisor.

14.3.5 Once approved, a Unit Member's vacation schedule shall not be changed without the Unit Member's consent. However, an approved vacation schedule may be changed at any time by mutual agreement of the Unit Member and the Immediate Management Supervisor.

14.3.6 Excess Vacation Balances

When a Unit Member is notified that the Unit Member's accumulated vacation balance exceeds the maximum accumulation limit as provided in section 14.2 of this Article, the Unit Member shall submit, not later than September 30<sup>th</sup> of the fiscal year, a proposed vacation schedule for the use, by March 31<sup>st</sup> of the fiscal year, of the number of hours by which the vacation balance exceeds the maximum accumulation limit.

14.3.6.1 If the Unit Member submits a proposed schedule in a timely manner in accordance with these requirements and the Unit Member and the Immediate Management Supervisor cannot reach agreement, the Vice Chancellor of Human Resources or designee shall schedule the required vacation, subject to the following:

- 14.3.6.1.1 The Unit Member may submit up to five alternative proposed vacation schedules for consideration by the Vice Chancellor of Human Resources or designee.
- 14.3.6.1.2 After considering the proposed vacation schedules submitted by the Unit Member and consultation with the Immediate Management Supervisor, the Vice Chancellor of Human Resources or designee shall schedule the required vacation. Subject to the provisions of section 14.3.3, a good faith effort will be made to accommodate one of the alternative schedules submitted by the Unit Member.
- 14.3.6.1.3 Unless otherwise agreed by the Unit Member, the vacation shall not be scheduled in increments of less than eight hours or the proportionate number of hours equivalent to a day, where the Unit Member is employed less than full-time.
- 14.3.6.2 If the Unit Member fails to submit a proposed schedule in a timely manner in accordance with these requirements, the Immediate Management Supervisor shall schedule the required vacation.
- 14.3.6.3 If the Unit Member is not permitted to take all or part of the required vacation by March 31<sup>st</sup>, the amount not taken shall be paid. Evidence of the District's refusal to permit a Unit Member to take the vacation shall consist of the Unit Member's timely submitted vacation schedule and a response from the Immediate Management Supervisor, endorsed by the Vice Chancellor of Human Resources or designee, indicating that the employee's services could not be spared at any time during the period.
- 14.4 Interruption or Termination of Vacation: A Unit Member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the Unit Member supplies the notice, supporting information, and approval as required under Article 15. In such cases the vacation period will not be extended and the Unit Member must submit a request to reschedule the unused vacation days in accordance with section 14.3.
- 14.5 Vacation Pay Upon Termination: Except as provided in section 14.1.3 and section 21.8 of this Agreement, when a Unit Member is separated from employment with the District for any reason, including layoff, the Unit Member shall receive lump-sum payment for all vacation leave earned and accumulated through the last day in paid status. Payment shall be at the Unit Member's current regular rate of pay. At the time of separation, any vacation time taken and not earned by the date of termination of employment will be deducted from the Unit Member's final paycheck.
- 14.6 Holidays During Vacation: When a holiday falls during the scheduled vacation of any Unit Member, the holiday will not be charged against the Unit Member's earned vacation days.
- 14.7 Notwithstanding any other provisions of this Article, the District shall have the right to pay a Unit Member for unused vacation leave at any time, pursuant to the provisions of Education Code section 88197.

## ARTICLE 15

### LEAVES

- 15.1 Sick Leave: Unit Members will be entitled to sick leave with pay when they are absent due to illness or injury. Whenever a Unit Member is absent from duty because of illness, injury, pregnancy disability, or because of quarantine, which prevents the Unit Member from performing the duties of the Unit Member's job, the Unit Member shall receive sick pay as described in this section. In addition, a Unit Member may use regular sick leave when absent from duty because of a scheduled medical or dental appointment.
- 15.1.1 Regular Sick Leave: Full-time Unit Members shall accrue regular sick leave at the rate of one (1) day (eight hours) for each full calendar month worked during the fiscal year. Unit Members employed less than one hundred (100) percent shall accrue a pro-rata share of regular sick leave, as it relates to full-time employment.
- 15.1.1.1 On the date of employment, and at the beginning of each fiscal year thereafter, the full amount of regular sick leave that a Unit Member is entitled to under this section shall be credited. New Unit Members of the District accrue sick leave from the first (1<sup>st</sup>) day of the month in which employed, provided their employment commences on or before the fifteenth (15<sup>th</sup>). If employment commences on or after the sixteenth (16<sup>th</sup>) day of the month, sick leave will be accrued to the end of the month for a Unit Member ending service with the District, provided the Unit Member's last day of work is on or after the fifteenth (15<sup>th</sup>) day of the month.
- 15.1.1.2 Probationary Unit Members shall not be eligible to take more than six (6) days of sick leave, or the proportionate amount to which the employee may be entitled if employed less than full time, until the first (1<sup>st</sup>) day of the calendar month after completion of six (6) months of active service with the District.
- 15.1.1.3 A Unit Member must be in paid status to earn sick leave. Regular sick leave not used in any fiscal year shall be accumulated from year to year as provided by law.
- 15.1.1.4 Transfer of Sick Leave: Within one (1) year from the date of employment with the District and upon written request, a Unit Member who has been an employee of a school district, community college district, or county superintendent's office in California for a period of one calendar year or more and who terminates such employment for the purpose of accepting employment with the District shall be entitled to transfer the Unit Member's total amount of earned and accumulated sick leave, provided employment with the District occurs within one (1) year of termination of the Unit Member's former employment and such termination was not initiated by the previous employer for cause.
- 15.1.1.5 When a Unit Member terminates employment with the District, all unused sick leave will be canceled, except as provided in section 15.1.1.4 of this Agreement. No remuneration will be paid for unused sick leave. At the time of termination, if a Unit Member has been granted unearned sick leave, the advanced pay for the unearned sick leave will be deducted from the Unit Member's final paycheck.
- 15.1.1.6 Unit Members who use no sick leave days in a fiscal year may, upon request, receive an additional vacation day to be deducted from earned sick leave. The request must be submitted in writing to the District Payroll Manager prior to December 31<sup>st</sup> of the subsequent fiscal year.
- 15.1.1.7 A Unit Member shall not be entitled to sick leave pay for missed overtime work.
- 15.1.1.8 No paid illness leave shall be allowed during layoff.
- 15.1.2 Supplemental Sick Leave: In addition to regular sick leave, noncumulative sick days at half pay will be granted to all Unit Members. At the beginning of each fiscal year, the full amount of supplemental sick leave earned under this section shall be credited to each Unit Member.
- 15.1.2.1 Unit Members with fewer than twelve (12) accumulated regular sick days will be granted enough sick leave days at half pay to equal one hundred (100) days.
- 15.1.2.2 Unit Members with twelve (12) or more accumulated regular sick days will be granted eighty- eight (88) sick leave days at half pay.

- 15.1.2.3 For any use of supplemental sick leave, the Unit Member will be paid at half pay for any hours reported. The Unit Member will be deducted one day for each occurrence.
  - 15.1.2.4 No supplemental sick leave days at half-pay will be allowed until a Unit Member has exhausted all regular sick leave to which the Unit Member is entitled.
  - 15.1.2.5 Any use of supplemental sick leave shall require a Unit Member to submit to the Immediate Management Supervisor a physician's statement providing the anticipated duration of the leave, the anticipated date of return, and the signature of the physician.
- 15.1.3 Reporting and Verification of Sick Leave
- 15.1.3.1 All absences shall be deducted in one-half (1/2) hour increments.
  - 15.1.3.2 In the event a Unit Member will be absent from duty due to illness, the Unit Member must call the Immediate Management Supervisor's office as soon as possible, but not later than the scheduled time the Unit Member would be required to report for duty. In the event that there is no answer, the Unit Member will call the designated department telephone number, or an assigned alternate telephone number, and leave a message. Unit Members who provide notification of the expected duration of their illness shall not be required to provide daily notification of their absence, unless the absence exceeds the previously stated duration.
  - 15.1.3.3 A Unit Member who is absent for longer than five (5) consecutive working days using regular sick leave shall provide the District with a medical statement from a licensed physician establishing the validity of the absence. Such medical statement shall include (1) a statement verifying the Unit Member's illness or injury to justify the Unit Member's continued absence from work, and (2) statement certifying that the Unit Member is medically able to return to the Unit Member's assigned duties following the illness or injury which resulted in the absence, which shall be submitted to the Immediate Management Supervisor immediately upon return to service. The District reserves the right to request substantiation of any claim for sick leave days.
  - 15.1.3.4 In the event a Unit Member will be absent from duty because of a scheduled medical or dental appointment, the Unit Member shall normally notify the Immediate Management Supervisor not less than two (2) working days in advance of the day and time of the appointment.
  - 15.1.3.5 For an absence one (1) month or longer, a physician's statement will be required for each month of absence.
  - 15.1.3.6 A Unit Member who is absent because of illness or injury shall report the absence on the monthly time sheet stating that such absence was due to illness or injury.
- 15.1.4 Exhaustion of Sick Leave: When all regular and supplemental sick leave have been exhausted and a Unit Member is not medically able to resume the duties of the position due to illness, the Unit Member may elect to resign, retire, or to request a leave of absence without pay for the period of time that a licensed physician verifies that the Unit Member is unable to work.
- 15.1.4.1 If, after exhaustion of all regular and supplemental sick leave and at the conclusion of any subsequently authorized unpaid leave of absence, the Unit Member is not medically able to assume the duties of the position, the Unit Member shall be placed on a reemployment list for a period of thirty-nine (39) months.
  - 15.1.4.2 When available, during the 39-month period, the Unit Member will be offered reemployment in a vacant position in the classification of the Unit Member's previous assignment, on the basis of seniority, over all other qualified and available candidates except for Unit Members on a reemployment list established because of lack of work or lack of funds.
  - 15.1.4.3 Prior to any reemployment, the Unit Member shall provide the District with a medical statement by a licensed physician certifying that the Unit Member is able to return to work and is medically able to perform the duties of the position.
  - 15.1.4.4 A Unit Member who fails to accept an offer of reemployment and who is medically able to perform the duties of the position may be removed from the reemployment list.



- 15.1.5 Fitness for Duty: If there is reasonable doubt on the District's part about the ability of a Unit Member to perform duties because of medical reasons, the District may require a medical examination by a physician selected by the Unit Member from a list of three physicians provided by the District. The examination will be at District expense. Where a Unit Member is required to be absent from duty for such examination, the Unit Member shall be in fully paid status and shall suffer no loss of leave days.

## 15.2 Personal Necessity and Family Illness Leave

- 15.2.1 Personal Necessity Leave: Each fiscal year, a Unit Member may use up to seven (7) days of earned and available regular sick leave in cases of personal necessity. The time used shall be deducted from and shall not exceed available regular sick leave to which the Unit Member is entitled. Personal necessity leave may be taken in the case of a compelling circumstance which requires the Unit Member's absence from duty and which cannot be attended to outside of duty hours, including any of the following:

15.2.1.1 Death of a Unit Member's spouse or a member of the Unit Member's immediate family, as defined in section 15.11 of this Article, when additional leave is required beyond the bereavement leave provided in section 15.11 of this Article.

15.2.1.2 Accident or unforeseen crisis of a serious nature involving the person or property of the Unit Member or of a member of the Unit Member's immediate family under circumstances the Unit Member cannot disregard, and which requires the attention of the Unit Member during the Unit Member's assigned hours of service.

15.2.1.3 Appearance of a Unit Member as a litigant or party in any court or administrative tribunal, or appearance of a Unit Member as a witness under subpoena or official governmental order, provided the Unit Member presents verification indicating each date of necessary attendance, if requested by the District.

15.2.1.4 The Unit Member shall make every effort to give advance notice, but not later than the usual time the Unit Member would be required to report for duty, of the use of personal necessity leave. If there is a conflict between the date(s) requested and the departmental workload, the Immediate Management Supervisor and the Unit Member will mutually agree upon a modification of the requested date(s) unless the Unit Member cannot modify the request.

15.2.1.5 Personal necessity leave may not be used for the pursuit of educational or business interests, including the pursuit of employment outside the District (including self-employment), or for vacation, or other recreational pursuits.

15.2.1.6 A Unit Member who is absent because of personal necessity shall report the absence on the monthly time sheet stating that such absence was due to personal necessity and setting forth, in general terms, the reasons for the leave, with appropriate consideration for personal privacy. The District may require the Unit Member to provide reasonable verification of the necessity.

- 15.2.2 Family Illness Leave: During each calendar year, a Unit Member may use earned and available regular sick leave to attend to the illness of a child, parent, or spouse of the Unit Member. For purposes of this section, "spouse" includes the domestic partner of a Unit Member as defined by section 297 of the California Family Code.

15.2.2.1 Full-time Unit Members who work twelve (12) months per year are allowed six (6) days of family illness leave. Unit Members who work less than one hundred (100) percent or who work fewer than twelve (12) months per year are allowed a pro rata share of family illness leave days.

15.2.2.2 In the event a Unit Member is absent from duty due to illness of a family member, the Unit Member shall make every effort to notify the Unit Member's Immediate Management Supervisor as soon as possible, but not later than the usual time the Unit Member would be required to report for duty.

15.2.2.3 A Unit Member who is absent on family illness leave for more than five (5) consecutive working days shall provide the District with a medical statement signed by a licensed physician verifying the family member's illness. The District reserves the right to request substantiation of any claim for family illness leave.

- 15.2.2.4 A Unit Member who is absent due to illness of a family member shall report the absence on the monthly time sheet stating that such absence was due to illness of a child, parent, or spouse of the Unit Member.

### 15.3 Industrial Accident and Illness Leave

- 15.3.1 "Industrial accident or illness" as used in this section is defined as any accident or illness arising directly out of or during the course of employment with the District which necessitates a Unit Member's absence from work. The determination of whether an accident or illness constitutes an industrial accident or illness shall be made by the District and/or its administering agency, except when the Department of Industrial Relations determines otherwise.
- 15.3.2 A Unit Member shall immediately report any injury or illness arising out of and during the course of employment with the District to the Unit Member's Immediate Management Supervisor or authorized designee, or as soon as possible.
- 15.3.3 A permanent Unit Member who becomes disabled due to an industrial accident or illness shall be granted paid industrial accident or illness leave for the period of time the employee is unable to render service to the District, not to exceed sixty (60) working days in any one fiscal year for the same accident or illness, except when any industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the Unit Member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
  - 15.3.3.1 Eligibility for industrial accident and illness leave will continue for only such period as the Unit Member is qualified as temporarily disabled under the Worker's Compensation laws.
  - 15.3.3.2 Industrial accident and illness leave shall not be accumulative from year to year, nor from one accident/illness to another.
  - 15.3.3.3 Industrial accident and illness leave shall be used in lieu of entitlement to any other paid leave for which the Unit Member is eligible.
- 15.3.4 An absence resulting from an industrial accident or illness which has been duly reported by the Unit Member, supported by medical verification and approved by the District and/or its administering agency as qualified for Worker's Compensation is an absence payable under industrial illness and accident leave.
  - 15.3.4.1 During the period of determination by the District and/or its administering agency, the payroll charge for the absence will be made to the Unit Member's sick leave account. If the claim is approved, an adjustment will then be made, restoring to the Unit Member the sick leave previously charged from the first (1<sup>st</sup>) day of absence and a charge made in lieu thereof to industrial accident and illness leave.
  - 15.3.4.2 In the event the Unit Member does not have sick leave credit, appropriate payroll deductions will be made. If the claim is approved, reimbursement will then be made on the next available payroll.
  - 15.3.4.3 Industrial illness and accident leave will commence on the first (1<sup>st</sup>) day of authorized absence. The amount of allowable leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- 15.3.5 In the event a Unit Member's absence due to industrial accident or illness extends beyond sixty (60) workdays, the Unit Member shall be permitted to use accumulated regular sick leave and supplemental sick leave.
  - 15.3.5.1 The Unit Member may elect to augment supplemental sick leave with any compensatory time to which the Unit Member is entitled in order to provide a full day's salary. Upon exhaustion of all compensatory time, or if the Unit Member does not have any accrued compensatory time, the Unit Member may use earned vacation in conjunction with supplemental sick leave in order to receive a full day's salary.
  - 15.3.5.2 If the Unit Member is receiving Worker's Compensation, the use of sick leave, compensatory time and vacation time, shall not, when added to the Worker's Compensation award, cause the Unit Member's compensation to exceed one hundred (100) percent of the Unit Member's regular daily salary.

15.3.6 When all industrial accident, regular sick leave and supplemental sick leave benefits have been exhausted and a Unit Member is not medically able to resume the duties of the position due to illness, the Unit Member may elect to resign, retire, request an unpaid leave of absence for the period of time that a licensed physician verifies that the Unit Member is unable to work, or be placed on a reemployment list for a period of thirty-nine (39) months.

15.3.6.1 When available, during the 39-month period, the Unit Member will be offered reemployment in a vacant position in the classification of the Unit Member's previous assignment, on the basis of seniority, over all other qualified and available candidates except for Unit Members on a reemployment list established because of lack of work or lack of funds.

15.3.6.2 Prior to any reemployment, the Unit Member shall provide the District with a medical statement by a licensed physician certifying that the Unit Member is medically able to perform the duties of the position.

15.3.6.3 A Unit Member who fails to accept an offer of reemployment and who is medically able to perform the duties of the position may be removed from the reemployment list.

15.3.7 A Unit Member who receives a temporary disability payment for industrial accident or illness under Worker's Compensation shall remit such payments to the District for any period of time while the Unit Member is on any paid disability leave.

15.3.8 The District may require a medical examination by a physician selected by the Unit Member from a list of three physicians provided by the District. The examination will be at District expense.

15.4 Pregnancy Disability Leave: A female Unit Member who is disabled due to pregnancy, childbirth or related conditions shall be granted an unpaid leave of absence for the period of time the Unit Member is medically unable to work, as certified by a licensed physician, for up to four (4) months.

15.4.1 The Unit Member shall provide the District with medical certification which specifies (1) the date on which the Unit Member became disabled because of pregnancy; (2) the probable duration of the period of disability, and (3) verification that due to disability, the Unit Member is unable to work or perform the essential functions of the Unit Member's position.

15.4.2 The Unit Member shall be required to use any accrued and available regular sick leave and supplemental sick leave concurrently with pregnancy disability leave before time off without pay. The Unit Member may elect to augment supplemental sick leave with any compensatory time to which the Unit Member is entitled, in order to provide a full day's salary. Upon exhaustion of all compensatory time, or if the Unit Member does not have any accrued compensatory time, the Unit Member may use earned vacation in conjunction with supplemental sick leave in order to receive a full day's salary.

15.4.3 After exhaustion of regular and supplemental sick leave, the Unit Member may elect to use any remaining accrued and available compensatory time concurrently with pregnancy disability leave to substitute for all or part of any leave that would otherwise be unpaid. Upon exhaustion of all compensatory time, or if the Unit Member does not have any accrued compensatory time, the Unit Member may use earned vacation to substitute for all or part of any leave that would otherwise be unpaid.

15.4.4 Prior to returning to service, the Unit Member shall provide the District with a medical statement from a licensed physician certifying that the Unit Member is able to return to work and is medically able to perform the duties of the position.

15.4.5 On an approved unpaid leave of absence, a Unit Member shall have the option to continue health and welfare coverage at the Unit Member's expense.

15.5 Family Medical Leave (FMLA/CFRA)

15.5.1 A Unit Member who has been employed by the District for more than one year shall be granted not more than twelve (12) weeks of unpaid family medical leave within a twelve (12) month period for the following reasons:

15.5.1.1 the birth of a child or to care for a newborn child of the Unit Member;

15.5.1.2 the placement of a child with the Unit Member in connection with the adoption or foster care of a child;

- 15.5.1.3 to care for a child, parent or spouse who has a serious health condition; or
  - 15.5.1.4 because of the Unit Member's own serious health condition that makes the Unit Member unable to perform the essential functions of the Unit Member's position.
- 15.5.2 The Unit Member's health premium will be maintained by the District during approved family medical leave. If the Unit Member fails to return to work at the expiration of the family medical leave, the Unit Member shall reimburse the District for all health benefits paid during the family medical leave.
- 15.5.3 If the Unit Member's need for a family medical leave is foreseeable, the Unit Member must provide the District with reasonable advance notice.
- 15.5.4 A request for family leave for the Unit Member's serious health condition, or for family medical leave to care for a child, spouse, or parent who has a serious health condition, must be supported by a certification of the health care provider of the individual requiring the care.
- 15.5.5 Unused personal necessity leave, accrued compensatory time, sick leave, and earned vacation time in excess of the amount of vacation time earned by the Unit Member in one year must be applied to family medical leave time before time off without pay.
- 15.5.6 In any case where Unit Members who are husband and wife are entitled to family medical leave, the aggregate number of weeks of leave to which both may be entitled may be limited to twelve (12) weeks, if leave is taken for the birth or placement for adoption or foster care of the Unit Members' child.
- 15.5.7 Rights and obligations which are not specifically set forth or defined herein are contained in the U.S. Department of Labor regulations implementing the Federal Family and Medical Leave Act (FMLA) and the California Fair Employment and Housing Commission regulations implementing the California Family Right Act (CFRA).
- 15.5.8 Except as otherwise provided by the specific terms of the Agreement, the District shall have and retain the right and authority to administer such leaves consistent with law, including the adoption of policies and procedures in furtherance thereof.
- 15.6 Unpaid Personal Leave of Absence: A permanent Unit Member may be granted an unpaid leave of absence for personal reasons including, but not limited to, personal health, family concerns, child rearing, adoption, and other personal matters for which there are no other leave provisions, or where other applicable leave provisions have been exhausted. An unpaid leave of absence shall not normally exceed six (6) calendar months and shall be subject to approval by the campus President/Provost, the Vice Chancellor of Human Resources or designee and the Board of Trustees.
- 15.6.1 A request for an unpaid leave of absence shall be submitted in writing to the Immediate Management Supervisor, normally at least thirty (30) calendar days prior to the effective date of the requested leave. The request shall indicate the beginning and ending dates of the requested leave and the reasons for the request.
  - 15.6.2 The request, accompanied by the Immediate Management Supervisor's recommendation, shall be forwarded through established administrative channels. If the request is denied by the campus President/Provost, or in the case of the District Administrative Offices, by the Chancellor or appropriate Chancellor's Staff administrator, the Unit Member may appeal the decision in writing to the Vice Chancellor of Human Resources. The decision of the Vice Chancellor or designee shall be final.
  - 15.6.3 On an approved unpaid leave of absence, a Unit Member shall have the option to continue health and welfare coverage at the Unit Member's expense.
- 15.7 Paid Leave of Absence
- 15.7.1 Paternity Leave
- A paternity leave of absence, without pay, may be granted for a period not to exceed one (1) year. The request for such leave shall be submitted to the Office of Human Resources at least one (1) month prior to the date the leave is to commence.
- A Unit Member may use up to thirty (30) work days of earned and accrued sick leave within one year of their child's birth. All absence will be deducted in full day increments. Verification of eligibility must be submitted to Human Resources by providing proof of birth.

15.7.2 Adoption Leave

An adoption leave of absence, without pay, may be granted upon receipt of evidence of adoption, for a period of not to exceed one (1) semester. The request for such leave shall be submitted to the Office of Human Resources at least one (1) month prior to the date the leave is to commence.

A Unit Member may use up to thirty (30) work days of earned and accrued sick leave within the first year of legally adopting a child. All absences will be deducted in full day increments.

15.8 Professional Activity Leave: A Unit Member may request attendance at professional conferences and workshops or participation in other activities relevant to the Unit Member's assignment. Such request shall be submitted to the Immediate Management Supervisor for approval in accordance with established campus and District procedures. If approved by the Chancellor or designee, attendance shall be allowed with no loss in pay.

15.9 Jury Duty Leave: Jury duty leave shall be granted by the District pursuant to the provisions of the Education Code. This leave shall be granted with no loss in pay. Unit Members shall reimburse the District for payment received for jury duty in a manner prescribed by the District, and the District shall issue the Unit Member's normal paycheck. The Unit Member shall provide verification of the number of days of jury duty as provided by the court.

15.10 Military Leave: Unit Members may be eligible for a leave of absence, for up to thirty (30) work days with pay, for qualifying short-term military duty as required by National Guard or Reserve Units, and for extended leave, may take leave of absence without pay as defined in the Military and Veterans Code. Verification of eligibility must be submitted to the Office of Human Resources by providing military deployment orders, training orders, or other military document(s) ordering the Unit Member to report for duty.

15.11 Bereavement Leave

15.11.1 Five (5) days with pay are allowed for absences due to the death of the Unit Member's spouse, parent or child. Five (5) days with pay are allowed due to the death of the parent or child of the Unit Member's spouse.

15.11.2 Time may be taken as provided in section 15.11.1 for absences due to the death of members of the immediate family of the Unit Member or the Unit Member's spouse, interpreted to include the following:

15.11.2.1 Brother or sister of the Unit Member or the Unit Member's spouse;

15.11.2.2 Brother-in-law or sister-in-law of the Unit Member or the Unit Member's spouse;

15.11.2.3 Son-in-law or daughter-in-law of the Unit Member or the Unit Member's spouse;

15.11.2.4 Grandparent or grandchild of the Unit Member or the Unit Member's spouse;

15.11.2.5 Aunt or uncle of the Unit Member or the Unit Member's spouse;

15.11.2.6 Niece or nephew of the Unit Member or the Unit Member's spouse;

15.11.2.7 Any person living in the immediate household of the Unit Member.

For purposes of this section, "spouse" includes the domestic partner of a Unit Member as defined by section 297 of the California Family Code.

15.11.3 Three (3) days with pay are allowed for absences due to the death of immediate family members specified in section 15.11.2 residing in or south of the following counties:

San Luis Obispo	Madera
Fresno	Tulare
Kings	Inyo

Five (5) days with pay are allowed for absences due to the death of immediate family members specified in section 15.11.2 residing out-of-state or residing in or north of the following counties:

Monterey	Mariposa
San Benito	Mono/Merced

15.11.4 No deduction shall be made from the salary of a Unit Member, nor shall such leave be deducted from leave otherwise granted under the Education Code, or as provided by the District.

15.12 Leave of Absence to Vote: Pursuant to the provisions of the State Election Code, Unit Members who are registered voters shall be granted sufficient time off to vote in local, state and federal elections, not to exceed two (2) hours of time off with pay, if the voting time available outside of working hours is not sufficient to enable the Unit Member to vote.

15.12.1 Time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed by the Unit Member and the Immediate Management Supervisor.

15.12.2 The Unit Member shall notify the Immediate Management Supervisor not less than two (2) working days in advance that time off for voting is desired, unless the Unit Member did not reasonably know of the need for time off until later.

### 15.13 Staff Development Leave

The purpose of staff development leaves is to provide Unit Members with the opportunity to pursue educational activities that will enhance their professional growth and enrichment and be of benefit to the programs and services of the District.

15.13.1 Eligibility: Unit Member who has been employed in a bargaining unit position for the previous six (6) years and who has not been granted a Staff Development Leave during those six (6) years is eligible to apply for a paid Staff Development Leave.

#### 15.13.2 Term of Leave

15.13.2.1 Staff Development Leave may be granted for not more than 240 hours for a Unit Member employed one hundred (100) percent (pro-rata for employment of less than one hundred (100) percent).

15.13.2.2 Staff Development Leave may be taken in any time increments within a fiscal year as approved by the Immediate Management Supervisor.

#### 15.13.3 Compensation and Return to Work

15.13.3.1 A Unit Member granted Staff Development Leave shall receive one hundred (100) percent of the Unit Member's regular salary during the leave.

15.13.3.2 The District-provided employee medical and fringe benefits will continue during the leave in the same manner and amount as if the Unit Member had remained in regular status.

15.13.3.3 The Unit Member shall progress on the salary schedule in the same manner as if the Unit Member had remained in regular status.

15.13.3.4 The fact that a Unit Member may receive compensation in the form of a public or private grant, scholarship, fellowship, or assistantship shall in no way prejudice the consideration of an application for Staff Development Leave.

15.13.3.5 Upon return from Staff Development Leave, the Unit Member shall be returned to the position of employment held when the leave commenced.

15.13.4 Report of Activities: Unit Member who is granted a Staff Development Leave shall file a written report with the Immediate Management Supervisor and the Vice Chancellor of Human Resources or designee, not later than ninety (90) days after return to work. The report shall provide a description of the major activities completed during the leave, transcripts or other appropriate verification of all college course work and/or training, the value of the experience gained while on leave and the manner in which such experience or knowledge gained may benefit the District.

15.13.5 Accident/Illness/Termination or Layoff: If the Staff Development Leave is interrupted because of serious illness or accident, such interruption shall not be considered a failure to fulfill the conditions upon which the leave was granted. It shall not affect the amount of compensation to be paid the Unit Member, provided the Vice Chancellor of Human Resources shall have been promptly advised of such accident or illness. Notification shall be made by registered or certified mail within fifteen (15) calendar days of the time of the accident or illness unless

prevented by extenuating causes. (In the event of illness, the notification shall contain a medical statement of verification from a licensed physician.) If a Unit Member who is on Staff Development Leave is terminated for cause or is laid off due to a lack of work or lack of funds, the Unit Member shall not be required to repay any salary.

#### 15.13.6 Application Procedures

15.13.6.1 Applicants for Staff Development Leave shall submit a completed Application for Staff Development Leave Form (Appendix F) to the Immediate Management Supervisor who will forward it through established administrative channels. The application shall be submitted at least thirty (30) calendar days prior to the first date of the requested leave and shall include the following:

15.13.6.1.1 The length of leave requested and the dates and times within the fiscal year during which the leave will be taken.

15.13.6.1.2 The purpose for which the leave is requested.

15.13.6.1.3 The complete course of study to be pursued (if applicable).

15.13.6.1.4 The benefits to the District.

15.13.6.2 No more than three (3) percent of the Unit Members eligible to apply may be granted a Staff Development Leave each fiscal year. Staff Development Leaves may be limited to one (1) Unit Member within a department each fiscal year. In the event that a Board approved leave cannot be taken, alternate requests may be granted within the maximum percentage authorized each fiscal year.

15.13.6.3 A request for Staff Development Leave, accompanied by the Immediate Management Supervisor's recommendation, shall be forwarded through established administrative channels. If the request is denied by the campus President/Provost, or in the case of the District Administrative Offices, by the Chancellor or appropriate Chancellor's Staff administrator, such decision shall be final. Criteria for recommending such leave shall be governed by:

15.13.6.3.1 The relative merit or reasons for desiring leave;

15.13.6.3.2 The benefit of the leave to the District.

#### 15.13.7 Notification of Staff Development Leave.

The applicant shall be notified, in writing, of the approval or disapproval by the Board of Trustees.

#### 15.13.8 Completion of Approved Staff Development Program

15.13.8.1 Course work taken during Staff Development Leave is not eligible for professional growth credit.

15.13.8.2 Where a Unit Member fails to satisfactorily complete an approved Staff Development Leave Program (e.g., incomplete course work, courses with a grade of "D" or lower, incomplete sections of an approved plan, etc.), the District may deduct the number of hours used for the leave from the next year's leave allocation. Reasons for non-completion of an approved plan or any portion of the plan must be submitted in writing to the Vice Chancellor of Human Resources or designee.

#### 15.14 Catastrophic Illness or Injury Leave

##### 15.14.1 Purpose of Catastrophic Illness or Injury

The purpose of the Catastrophic Illness or Injury Leave Plan is to permit Unit Members to donate vacation and/or sick leave hours to a Unit Member when the Unit Member is incapacitated by a catastrophic illness or injury that requires the Unit Member to take time off from work for an extended period of time. For purposes of this Article, Catastrophic Illness or Injury Leave will be referred to as "Cal Plan."

#### 15.14.2 Definition of Catastrophic Illness or Injury

- 15.14.2.1 For purposes of Cal Plan, “catastrophic illness or injury” is defined as a serious, debilitating physical illness or injury, as certified by a licensed physician, that:
  - 15.14.2.1.1 incapacitates the Unit Member so that the Unit Member is not able to report to work and prohibits the Unit Member from working a regular schedule for an extended period of time of not less than four (4) weeks; and
  - 15.14.2.1.2 causes the Unit Member to exhaust all of the Unit Member’s available regular sick leave, supplemental sick leave (“half-days”), compensatory (“comp”) time, and vacation time, and any other paid leave time.
- 15.14.2.2 Catastrophic illness or injury may include, but not be limited to, incapacitating diseases such as cancer or AIDS, severe accident, major surgery, and treatment for life threatening illness.
- 15.14.2.3 Stress-related physical and psychological illnesses, elective surgery, normal pregnancy, workers’ compensation claims (whether or not approved), intentionally self-inflicted injuries, illness or disability arising from substance abuse, minor injuries, or normal illness such as colds, flu, measles, allergies, headaches, etc., shall not constitute catastrophic illness or injury.

#### 15.14.3 Catastrophic Illness or Injury Benefit

- 15.14.3.1 An eligible Unit Member may receive up to 640 hours of donated catastrophic illness or injury leave, if full-time, or a proportionate share prorated by the percentage of employment, if less than full-time, subject to the following limitations:
  - 15.14.3.1.1 Because leave donations are strictly voluntary, award of catastrophic illness or injury leave is subject to the availability of donated leave hours and is not guaranteed.
  - 15.14.3.1.2 The maximum time for which catastrophic illness or injury leave may be used shall not exceed a period of twelve (12) consecutive calendar months, beginning with the first day for which catastrophic illness or injury leave is granted.
  - 15.14.3.1.3 In any pay period, catastrophic illness or injury leave hours may be used only up to the recipient’s regular appointment percentage.
  - 15.14.3.1.4 In any fiscal year, catastrophic illness or injury leave hours may be used only up to the recipient’s regular months of employment.
  - 15.14.3.1.5 Not more than 320 hours of donated catastrophic illness or injury leave, if full-time, or a proportionate share prorated by the percentage of employment, if less than full-time, may be awarded using donated sick leave hours.
- 15.14.3.2 Catastrophic illness or injury leave may not be used until the eligible recipient has exhausted all regular sick leave, vacation leave, compensatory leave, supplemental (“half-day”) sick leave benefits, and other paid leave time. Leave cannot be used retroactively for any previously unpaid absence not related to the catastrophic illness or injury for which the leave is requested.
- 15.14.3.3 The use of Cal Plan subject to the recipient’s normal payroll deductions and all taxes as required by law. Such deductions and taxes shall be withheld at the normal rate for the recipient Unit Member.
- 15.14.3.4 A Unit Member receiving Cal Plan will continue to accrue sick leave and vacation leave; however, any such leave earned while receiving catastrophic illness or injury leave must, as a condition of participation in the program, be assigned to the Catastrophic Leave Bank. If the allotted catastrophic illness or injury leave extends into the next fiscal year, the Unit Member must use and exhaust any new entitlement of regular sick leave and supplemental sick leave (“half-day”) benefits prior to using the remainder of the allotted catastrophic illness or injury leave.

See Appendix K for Catastrophic Leave Donation Form and Catastrophic Leave Request Form.



#### 15.14.4 Participation Eligibility Requirements

- 15.14.4.1 A Unit Member is eligible to participate in the Cal Plan as a donor or recipient after completing eighteen (18) full months of service with the District as a member of the bargaining unit. Participation by a Unit Member in the plan is strictly voluntary.
- 15.14.4.2 Recipient Eligibility: For a Unit Member to be eligible for consideration as a recipient of Cal Plan, all of the following are required:
  - 15.14.4.2.1 The condition for which the leave is requested must constitute a verified and approved catastrophic illness or injury as defined herein;
  - 15.14.4.2.2 The Unit Member must be in paid status at the time the request is made;
  - 15.14.4.2.3 At the onset of the catastrophic illness or injury for which the leave is requested, the Unit Member must have at least 80 hours of available regular sick leave if full-time, or a proportionate share prorated by the percentage of employment, if less than full-time;
  - 15.14.4.2.4 The Unit Member must not have been disciplined (including informal corrective measures and progressive disciplinary measures) for misuse or inappropriate use of leave within the past two (2) years prior to the request for Cal Plan;
  - 15.14.4.2.5 The Unit Member must not have used Cal Plan within the previous eighteen (18) consecutive months during the course of employment with the District.
  - 15.14.4.2.6 The Unit Member is not receiving disability benefits or Workers' Compensation payments.

#### 15.14.5 Request for Catastrophic Illness or Injury Leave

- 15.14.5.1 A request by a Unit Member for Cal Plan shall be subject to verification of eligibility and the availability of donated leave hours.
  - 15.14.5.1.1 To request Cal Plan, a Unit Member must submit a completed "Catastrophic Illness or Injury Leave Request Form," with all required supporting information to the Vice Chancellor of Human Resources, not later than thirty (30) calendar days prior to the expiration of the Unit Member's supplemental sick leave ("half-day") benefits. Exceptions to the submission deadline may be granted in extenuating circumstances, on a case-by-case basis.
  - 15.14.5.1.2 The request must include a physician's certification that the Unit Member is unable to report for work as a result of the catastrophic illness or injury, the nature of the injury or illness, the date of onset and the expected date on which the employee will be medically able to return to work. Submission of a request which omits relevant information or provides false information related to the applicant's medical history or other medical documentation shall be cause for denial.
- 15.14.5.2 The District may require additional medical information and/or examination by a physician of the District's choosing, at the expense of the District.
- 15.14.5.3 Within ten (10) working days of receipt of a request for catastrophic illness or injury leave, the Vice Chancellor of Human Resources or designee will review the request and make a determination as to eligibility. In the event a request for leave is denied, the Vice Chancellor of Human Resources will provide a copy of the request and a written justification of the decision to the CSEA President or designee. The decision of the Vice Chancellor shall be final.
- 15.14.5.4 If the physician's certification indicates that the Unit Member will not be medically able to return to work after exhausting the available catastrophic illness or injury leave awarded, the Unit Member must either submit a notice of retirement or resignation, or elect to be placed on a reemployment list for a period of thirty-nine (39) months. The notice or election shall be

irrevocable and shall be effective on the day following the last day of available donated sick leave.

#### 15.14.6 Call for Donated Leave

- 15.14.6.1 When a request for catastrophic illness or injury leave has been approved, if the number of donated hours in the Catastrophic Leave Bank is fewer than the number of hours approved for award to the recipient, the Vice Chancellor of Human Resources or designee will issue a call for leave donations. The call for leave donations shall be held open for five (5) working days following the day the call is issued.
- 15.14.6.2 Unit Members may donate regular sick leave and/or vacation leave. Unit Members wishing to donate leave must submit a completed "Catastrophic Leave Donation Form" to the Vice Chancellor of Human Resources.
- 15.14.6.3 Eligible donors may donate vacation leave in 8-hour increments, with a maximum donation of not more than fifty (50) percent of the donor's annual hourly vacation leave accrual entitlement.
- 15.14.6.4 Eligible donors may donate regular sick leave in 8-hour increments, with a maximum donation of not more than fifty (50) percent of the donor's annual hourly sick leave accrual entitlement, provided that the donor must maintain a balance of at least 80 hours of available regular sick leave if full-time, or a proportionate share prorated by the percentage of employment, if less than full-time.
- 15.14.6.5 Pledges for donations will be processed in the order received, up to the required number of hours. Pledges received after the required numbers of hours has been reached will be returned to the donating Unit Members.
- 15.14.6.6 All donations accepted and processed are irrevocable. Donated hours will be transferred on an hour-for-hour basis, regardless of the classification or pay rate of either the donor or the recipient. Donated hours not used by the recipient will not be returned to the donating Unit Members.

#### 15.14.7 Miscellaneous Provisions

- 15.14.7.1 The Catastrophic Illness or Injury Leave Plan and the provisions of this Article pertaining thereto shall not be subject to any grievance, arbitration, or administrative review procedure by individual donor or recipient Unit Members. However, with the exception of the provisions of section 15.13.5 and its subsections, CSEA shall have the right to grieve, on its own behalf, alleged violations of process with respect to these provisions.
- 15.14.7.2 CSEA shall be afforded the opportunity to meet with and appeal a denial of leave decision by the Vice Chancellor of Human Resources, provided a written request is submitted by CSEA to the Vice Chancellor of Human Resources within five (5) working days of CSEA's receipt of the Vice Chancellor's decision as provided in section 15.14.5.3. The decision of the Vice Chancellor with respect to the appeal shall be final.
- 15.14.7.3 Individual Unit Members who elect to participate in the Catastrophic Injury or Illness Plan shall hold the District and CSEA harmless from and against any disputes arising from the donation or receipt of leave under the provisions of the Plan.

15.15 Absence Without Leave: All unauthorized or reported absences may be considered as absence without leave, and a deduction of pay may be made for each period of such absence. Absence without leave may constitute grounds for disciplinary action, up to and including dismissal.

15.16 Break in Service and Seniority: Time spent on any leave, paid or unpaid, shall not be considered a break in service for purposes of this Agreement.

15.16.1 A Unit Member on an unpaid leave of absence, or who is otherwise in unpaid status, shall not earn paid vacation, holidays, or sick leave for the period during which the Unit Member is in unpaid status.

15.16.2 Time spent on an unpaid leave of absence shall not be counted towards seniority for purposes of establishing retention lists in the event of layoff.

15.16.3 An unpaid leave of absence of less than one year shall count toward longevity credit for purposes of longevity pay, longevity vacation, and other longevity benefits.

## ARTICLE 16

### RECRUITMENT, TRANSFER, AND PROMOTION

#### 16.1 Recruitment

16.1.1 Job Vacancy Announcements: The job announcement for a vacant position shall include the following:

- 16.1.1.1 the job title;
- 16.1.1.2 a description of the position and duties;
- 16.1.1.3 the minimum qualifications and desirable qualifications for the position;
- 16.1.1.4 the current job location, schedule and shift;
- 16.1.1.5 the percent of employment, months per year and salary;
- 16.1.1.6 a statement that the schedule and shift are subject to change in accordance with department needs.

16.1.2 Distribution of Job Vacancy Announcements: Vacant classified positions will be listed in the regular Employment Opportunity Bulletin distributed by the District to all Unit Members. Upon request, the District Office of Human Resources will provide a Unit Member with the job announcement. Where a Unit Member will be absent from duty for at least one workweek, the Unit Member may submit a written request to the District Office of Human Resources to receive job announcements of classified employment opportunities which arise during the Unit Member's absence. The request shall indicate the dates of the absence and shall include a self-addressed envelope for each week of absence.

#### 16.2 Transfer

16.2.1 Voluntary Lateral Transfer: A Unit Member may be transferred to a position in the same classification or to a position in a classification in the same salary range for which the Unit Member is qualified, by request of the Unit Member, subject to the following provisions:

- 16.2.1.1 A Unit Member interested in a voluntary lateral transfer shall submit a Request for Voluntary Transfer Form (Appendix G) to the District Office of Human Resources. The Unit Member shall indicate on the form the classification(s), location(s) and division(s)/department(s) to which the Unit Member will accept a transfer.
- 16.2.1.2 In the event a position becomes vacant, Unit Members who have submitted a Request for Voluntary Transfer Form to the District Office of Human Resources will be considered for a transfer prior to the announcement of the vacancy.
- 16.2.1.3 When a vacancy in the requested classification becomes available, the District Office of Human Resources will notify the Unit Member. If interested in the position, the Unit Member shall complete a District application and submit it online to the District Office of Human Resources within five (5) working days after receipt of notification. The District Office of Human Resources will schedule an interview with the hiring Immediate Management Supervisor.
- 16.2.1.4 If the hiring Immediate Management Supervisor declines to select any of the transfer applicants, the position will be advertised in accordance with the regular recruitment and selection process. Application materials submitted by transfer applicants will be placed in the applicant pool unless withdrawn by request of the Unit Member.
- 16.2.1.5 The Request for Voluntary Transfer Form submitted by a Unit Member will be retained by the District Office of Human Resources and remain valid for one year from the date of submission or until the Unit Member is transferred to a requested position, whichever occurs first.

16.2.2 Involuntary Lateral Transfer: The District may transfer a Unit Member to a position in the same classification, or to a position in a classification in the same salary range for which the Unit Member is qualified, to fulfill personnel needs or requirements because of vacancies, overstaffing, lack of work, lack of funds, nepotism, or when otherwise necessary to meet operational needs as determined by the District.

16.2.2.1 CSEA will be notified in writing of the transfer and will be allowed fifteen (15) working days to respond in writing or to meet with the Vice Chancellor of Human Resources or designee regarding the proposed transfer before the transfer is implemented.

16.2.2.2 Except in cases of emergency, the Unit Member who is to be transferred shall be provided with a minimum of twenty (20) working days' written notice before the transfer is implemented.

16.2.2.3 Where the transfer is based on the need for particular qualifications and skills, Unit Members in the department from which the transfer is to be made shall be considered for the transfer based on their individual qualifications and skills. If qualifications and skills are equal, as determined by the District, the selection shall be determined on the basis of lowest seniority.

16.2.3 For purposes of application of the provisions of section 16.2.1 and section 16.2.2, where a Unit Member is "grandfathered" pursuant to the implementation of the 2003 Classification Study with respect to the salary range for the position in which the Unit Member is incumbent, the term "same salary range," as used in sections 16.2.1 and 16.2.2, means a salary range for a position as provided in the Classification Assignments listing (Appendix A) which is the same as the Unit Member's "grandfathered" salary range.

16.2.4 Short-Term Transfers: At the request of the Immediate Management Supervisor, a Unit Member may be temporarily transferred to a position of equal or higher range, which may include an increase in percent of employment, in order to substitute for a Unit Member, or to assist in a special work assignment.

16.2.4.1 All suitably qualified Unit Members in the department shall be considered for the short-term assignment based on necessary skills and qualifications, as determined by the Immediate Management Supervisor, provided that a Unit Member must possess the required qualifications for the assignment as specified in the official job description. Short-term assignments shall be distributed equitably among qualified Unit Members through rotation, on the basis of seniority.

16.2.4.2 During a short-term transfer, the Unit Member will receive the rate of pay of the temporary classification. If the transfer is to a classification at a higher salary range, step placement shall be in accordance with the provisions of section 16.3.1.

16.2.4.3 A short-term transfer pursuant to this section shall be for a period of not more than one calendar year.

16.2.4.4 A Unit Member shall have the right to refuse an offer or request for short-term transfer.

16.2.5 Medical Transfers: The District shall give alternate work, when it is available, to a Unit Member who has become medically unable to satisfactorily perform the Unit Member's regular job classification duties. The alternate work may constitute lateral transfer or voluntary transfer to a lower classification. The District may require a statement from a licensed physician certifying that the Unit Member is medically able to perform the duties of the alternate work.

### 16.3 Promotion

16.3.1 Salary Step Placement Upon Promotion: When a Unit Member is promoted to a position at a higher salary range as the result of applying and being selected for a vacant classified position, the Unit Member shall be placed on the first step of the salary range for the position which will grant a raise in the Unit Member's base salary of at least one full step, except the Unit Member shall not be placed on a higher step than presently held.

- 16.3.2 Career-Ladder Promotions from Trainee Positions: For training purposes, a position may be advertised and filled at a lower classification in the series than the established classification of the position. The establishment of a trainee position shall require the approval of the Vice Chancellor of Human Resources or designee. A Unit Member employed in a training position shall receive written goals, requirements and an established, justifiable time frame for completion of training. When the Unit Member is fully trained and able to function in the higher classification, the Immediate Management Supervisor shall recommend promotion to the established classification of the position. It is recommended that the promotion be effective within twelve (12) months after placing the Unit Member in the training position.
- 16.4 Increase in Percent Employed: The Immediate Management Supervisor may increase the percent of employment, within classification, of a Unit Member who is employed less than one hundred (100) percent if the increase is within the authorized staff allocation and approved by the appropriate Chief Executive Officer or designee.
- 16.4.1 Unit Members in the department shall be considered for the increase in percent of employment based on necessary skills and qualifications, as determined by the Immediate Management Supervisor, and if skills and qualifications are equal, the selection shall be determined on the basis of greatest seniority.
- 16.4.2 A Unit Member shall have the right to refuse an offer or request for an increase in percent of employment.
- 16.5 Custodial/Groundskeepers – Reassignment Within Classification: Site seniority lists in the custodian and groundskeeper classifications will be maintained. When a custodian or groundskeeper position becomes available due to a vacancy the vacant position, including the assignment, shift and shift differential, will be offered to the Unit Member on the site seniority list with the highest seniority who has demonstrated satisfactory job performance, as evidenced by no written progressive disciplinary actions or unsatisfactory evaluations within the last fiscal year. For purposes of this section, the addition of a new custodian or groundskeeper position shall also constitute a vacancy.
- 16.5.1 If the Unit Member with the highest seniority declines reassignment to the vacant position, the next senior Unit Member will be offered the position, and so down the seniority list.
- 16.5.2 A custodian or groundskeeper who transfers to a vacant position as provided herein shall not be eligible for another such reassignment under this section for a period of one calendar year after the reassignment. The acceptance of a reassignment under this section shall not prevent a Unit Member from applying for a voluntary transfer as provided in section 16.2.1 or from accepting a short term transfer as provided in section 16.2.3.
- 16.6 Assignment of Relatives
- 16.6.1 Members of an immediate family may hold positions in the District.
- 16.6.2 The immediate family as used in this Article means spouse; father, mother, grandfather, and grandmother of the Unit Member or the Unit Member's spouse; son; son-in-law; brother; brother-in-law; daughter; daughter-in-law; sister; sister-in-law; grandchild; aunt; uncle; niece; nephew or any other relative living in the Unit Member's home.
- 16.6.3 Members of an immediate family shall not be assigned to a bargaining unit positions within the same department, division or site which has a family member as an Immediate Management Supervisor or administrator. Members of any immediate family shall not be assigned to a bargaining unit position within the same department where both family members are supervised by the same Immediate Management Supervisor.
- 16.6.4 If Unit Members marry, the District will make reasonable effort to reassign job duties to comply with these provisions and minimize problems of supervision, security or morale.
- 16.6.5 It is recognized current assignments may exist in conflict with this Article. Where such may occur, the Chancellor or designee will be responsible for determining the appropriateness of the assignment.

## ARTICLE 17

### HIRING, RESIGNATION, AND REEMPLOYMENT

#### 17.1 New Employees

17.1.1 All new Unit Members shall be placed on Step A of the Classified Salary Schedule unless previous experience warrants a higher placement. Placement on steps other than Step A may be recommended to the Board of Trustees by the Vice Chancellor of Human Resources, or designee. Unit Members shall serve a twelve (12) month probationary period.

17.1.2 The District may require a physical examination of a Unit Member, at District expense, when deemed necessary.

17.1.3 All new Unit Members are required to have a tuberculin skin test or chest X-ray to verify freedom from active tuberculosis. If the tuberculin skin test shows a "positive" reaction, the Unit Member shall be required to have a chest X-ray examination. An X-ray or tuberculin skin test shall be required of each Unit Member every four (4) years (unless otherwise specified by law) and the results of such examination shall be filed with the District Office of Human Resources.

17.1.3.1 A tuberculin skin test may be obtained from either Cypress College or Fullerton College Health Center (no expense) or from other certified medical services at the Unit Member's expense. A chest X-ray may be obtained from any certified medical service at the Unit Member's expense.

17.1.3.2 A Unit Member who is documented as a positive reactor to the tuberculin skin test must have a full chest X-ray taken (mini-chest X-rays are unacceptable). The District will reimburse the full fee if the chest X-ray is obtained from the Orange County Department of Health and will reimburse an amount equal to the Orange County fee if the chest X-ray is obtained from another certified medical service. Following the chest X-ray, the physician or County health officer must submit a certificate or statement that the Unit Member is free of active tuberculosis.

17.2 Resignation: When a Unit Member decides to leave the service of the District, the Unit Member must submit a letter of resignation to the Immediate Management Supervisor and contact the District Office of Human Resources to schedule an exit interview, to be conducted during the last three (3) days of employment, and return any District property in the possession of the Unit Member. The letter of resignation shall be sent as soon as possible before the resignation date and shall state the last date of work. The Immediate Management Supervisor shall submit the resignation through proper administrative channels to the Vice Chancellor of Human Resources, or designee. The CSEA President, or designee, will receive notice of all resignations through receipt of the Board agenda packet. Upon request, any addendum will be forwarded to the CSEA President, or designee.

17.3 Reemployment: Unit Members who were on permanent status and reemployed in a bargaining unit position within thirty-nine (39) months after the last day of paid service will be reemployed with no loss of benefits. Such Unit Members will be credited with their unused accumulated sick leave, and retain their original anniversary date for salary step advancements. If they are reemployed in a position equal or lower in salary range to the previous position held in the District, they will be placed on the same salary step held at the time of severance. If they are reemployed in a position higher in range to the previous position held in the District, their step placement will be according to "Step Placement Upon Promotion" provisions of Article 16. All other Unit Members who are reemployed in a bargaining unit position shall be placed on the schedule in the appropriate salary range and step as determined by the Vice Chancellor of Human Resources, or designee, with the approval of the Chancellor and the Board of Trustees. Experience outside and inside the District shall be evaluated in relationship to the position being filled.

## ARTICLE 18

### CLASSIFICATION AND RECLASSIFICATION

#### 18.1 Placement in Classification and Job Series

18.1.1 The District shall have the right and responsibility to determine the job content, qualifications, duties, and standards of each position in the bargaining unit, and pursuant thereto, every bargaining unit position shall be placed in a classification and a job series. The classification and job series within the bargaining unit are listed in Appendix A, attached and incorporated by reference as part of this Agreement.

18.1.2 The following classifications require individual emphasis, based on the discipline or area of application:

Instructional Aide / [application]  
Instructional Assistant / [application]  
Laboratory Clerk / [application]  
Laboratory Technician / [application]  
Student Services Specialist / [application]  
Student Services Technician / [application]

Each such specialized classification (e.g., Instructional Assistant/Biology; Instructional Assistant/Chemistry) shall be considered a separate and distinct classification for the purposes of the collective bargaining agreement, the California Education Code and the Educational Employment Relations Act.

18.1.3 By mutual agreement, CSEA and the District may remove classifications from within the bargaining unit. The duties of a former classification that has been removed from the bargaining unit shall no longer constitute work that is "customarily and routinely performed" by bargaining Unit Members within the meaning of the provisions of section 25.1 of Article 25 of this Agreement.

18.2 Distribution of Job Information: Upon initial employment and for each change in classification, the affected Unit Member shall be provided with the following:

18.2.1 a copy of the applicable job description and monthly salary rates for the position;

18.2.2 designation of the assigned work location;

18.2.3 designation of the assigned work shift, hours per day, days per week and months per year.

A second copy shall be signed, dated, and placed in the Unit Member's personnel file.

#### 18.3 New Classifications and Changes to Existing Classifications

18.3.1 The District may establish new classifications within the bargaining unit or change the classification of a position that becomes vacant, as needed to meet the operational needs of the District. Except as provided in section 18.3.2, when a new classification is created, or when an amendment to the job description of an existing classification is proposed, the District will provide written notice to the CSEA President or designee and propose a salary range. If CSEA does not agree with the proposed salary range, a written request to meet and negotiate on the salary proposal must be submitted by CSEA to the Vice Chancellor of Human Resources or designee within ten (10) working days of receipt of the notice.

18.3.2 Where the District proposes an amendment to the job description of an incumbent Unit Member and there is disagreement between CSEA and the District concerning the amendment, the District will meet with CSEA to negotiate the proposal. The provisions of this section shall not apply to any change in a Unit Member's job description or classification resulting from the classification review process as provided in section 18.4.



### 18.3.3 Salary Placement

18.3.3.1 When a position or classification of positions is reclassified to a higher salary range, the incumbent Unit Member(s) will remain on the same step and advance to the new assigned range. The Unit Member's anniversary date will remain the same.

18.3.3.2 When a position or classification of positions is classified to a lower salary range, the Unit Member(s) may elect to exercise bumping rights under the layoff and reemployment Article of this Agreement, or remain in the position, in which case the Unit Member's salary will be "Y-rated". The Unit Member's salary will not be decreased, but will be fixed at the present salary amount until the Unit Member's anniversary step, longevity step, or negotiated salary increase (based on the lower range) exceeds the "Y-rated" salary. If the classification to a lower range is effective simultaneously with the Unit Member's anniversary step, longevity step, or negotiated salary increase, the Unit Member will receive this increase based on the Unit Member's previous range and then the salary will be fixed as provided above.

18.3.3.3 Where the District proposes to classify the position of an incumbent Unit Member to a lower salary range, the District will meet with CSEA to negotiate the proposal.

18.3.4 Incumbent Rights: When a position or an entire classification of positions is reclassified, the incumbent(s) in the position(s) shall be entitled to serve in the new position(s). When a reclassification is required due to reorganization considerations, these changes will be implemented on the basis of a uniform process.

## 18.4 Classification Review

18.4.1 Basis for Classification Review: A permanent Unit Member may request a classification review of the Unit Member's position where the Unit Member believes that there has been a permanent accumulation of responsibilities that are above the level of the Unit Member's current classification.

18.4.1.1 The basis for a review shall be a significant, consistent and ongoing increase in job content, i.e., required knowledge, skills, abilities, responsibility, and accountability. The review evaluates job content only, not the person, and is not based on job performance, length of service, or other characteristics related to the Unit Member in the position.

18.4.1.2 Increased workload and normal increases in skills, experience, proficiency and adaptation to new technologies consistent with the duties of the classification in a position are not bases for classification review.

18.4.1.3 A Unit Member must have served in the position for at least six calendar months before a request for classification review may be submitted.

18.4.1.4 A Unit Member may not request a classification review for the same position in consecutive window periods.

### 18.4.2 Classification Review Committee

18.4.2.1 The District Classification Review Committee shall evaluate all requests for classification review and shall submit recommendations to the Vice Chancellor of Human Resources for review and approval. Classification issues to be evaluated and recommended by the committee shall include, but not be limited to, job descriptions, qualifications, job titles, salary ranges, and assignment of positions within job series. The committee shall determine the content and format of the *Request for Classification Review Form* and any other documents which may be necessary to perform its function.

- 18.4.2.2 The Classification Review Committee shall be comprised of the Associate Vice Chancellor of Human Resources, two (2) members appointed by the Vice Chancellor of Human Resources, and three (3) Unit Members appointed by CSEA. The terms of the CSEA appointees shall be three (3) years, with the right of reappointment. The terms of the initial CSEA members appointed to the Committee shall be staggered for continuity in a manner mutually agreed by CSEA and the Vice Chancellor of Human Resources. The Associate Vice Chancellor of Human Resources shall serve as chair of the committee.
- 18.4.3 Classification Review Process: Requests for classification review may be submitted in the window periods of March 1st through April 15th of each fiscal year. Requests not submitted within this period will not be considered. All requests shall be submitted on the *Request for Classification Review Form* available from the District Office of Human Resources.
- 18.4.3.1 The Classification Review Committee will evaluate each request for classification review based on the information submitted by the Unit Member in the *Request for Classification Review Form*.
- 18.4.3.1.1 If the Unit Member has so requested on the *Request for Classification Review Form*, the Unit Member will be afforded the opportunity to meet with the committee to discuss/present their Request for Classification.
- 18.4.3.1.2 The committee may interview the Unit Member and/or the Immediate Management Supervisor, conduct a desk audit, and solicit such additional information as may be needed by the committee to clarify information provided on the *Request for Classification Review Form*.
- 18.4.3.1.3 The recommendations of the committee will be forwarded to the Vice Chancellor of Human Resources for review and approval. The committee chair will provide notice, including the names of all applicants, to CSEA Chapter #167 President or designee and committee members when committee recommendations are forwarded to the Vice Chancellor of Human Resources.
- 18.4.3.2 If the Vice Chancellor disagrees with the committee's recommendations, the Vice Chancellor will meet with the committee to discuss the issues prior to making a final determination and provide a written response to the committee.
- 18.4.3.3 Where the Vice Chancellor does not approve a recommendation for reclassification due to fiscal or organization reasons, the recommendation will be returned to the committee. The committee shall validate the performance of the out-of-classification duties and recommend any realignment of responsibilities necessary to conform with the Unit Member's existing classification.
- 18.4.3.4 The Vice Chancellor will provide notice of the final decision to the Unit Member and to CSEA Chapter #167 President or designee within sixty (60) working days after receipt of committee recommendations. This deadline may be extended for a length of time mutually agreed upon by CSEA and the Vice Chancellor of Human Resources.
- 18.4.3.5 The decision of the Vice Chancellor shall be final. The recommendation of the Classification Review Committee and the decision of the Vice Chancellor are not subject to the grievance process.
- 18.4.3.6 Approved classification changes shall become effective on the first day of the month following the window period during which the request for classification review was submitted.

- 18.4.3.7 Where a recommendation for reclassification is not approved as provided in section 18.4.3.3, the Unit Member shall be retroactively compensated for the performance of validated out-of-classification duties, effective from the first day of the month following the window period during which the request for classification review was submitted, through the date of decision by the Vice Chancellor and notification to the Unit Member.

18.5 Implementation of 2003 Classification Study

- 18.5.1 CSEA and the District have implemented revised job descriptions and titles for each Unit Member and classification within the bargaining unit as recommended by the 2003 classification study. With the implementation of the revised job descriptions and job titles, all prior job descriptions and titles, and any prior side letters between the parties which may have affected the job description or title for any classification or Unit Member shall become null and void.
- 18.5.2 Upon implementation of the revised salary range for each classification and Unit Member, any prior agreements with respect to stipends or additional salary ranges which may have previously been awarded with respect to any classification or Unit Member for the performance of classified duties, shall be terminated. The revised salaries for Unit Members implemented pursuant to the classification study are predicated on the totality of the duties and responsibilities for each classification and are intended to constitute the complete compensation for the classification and Unit Member.
- 18.5.3 All Unit Members who were in a position that was retitled, reclassified, or eliminated will carry their seniority from their classification prior to the implementation of the classification study to the new classification.
- 18.5.4 Incumbents whose positions were recommended for a decrease in salary range placement will not be "Y-rated" and will remain at the salary range and step for their classification prior to the implementation of the classification study. Incumbents will continue to receive the benefit of any negotiated salary increases and will continue to receive anniversary increments as provided in Article 9, section 9.6 of this Agreement.
- 18.5.5 When a position that was recommended for a decrease in salary range by the implementation of the classification study becomes vacant, the position will be filled at the recommended (decreased) range.

## ARTICLE 19

### UNIT MEMBER EVALUATION

#### 19.1 Evaluation of Permanent Unit Members

##### 19.1.1 Purpose of Evaluation:

19.1.1.1 The purpose of the evaluation process for permanent Unit Members is to strengthen communication between the Unit Member and the Immediate Management Supervisor and provide constructive feedback by working together to successfully identify and fulfill work-related goals by providing a useful and substantive assessment of performance, recognition and acknowledgment of good performance, and enhancement of performance by identification of areas needing improvement to strengthen the employee's performance.

19.1.1.2 It is the intent of the parties that evaluations are to be conducted in a supportive, collegial and nonpunitive manner. The performance evaluation shall be based on job related criteria and workplace behavior, which shall include input from the Unit Member, direct observation, and related to the Unit Member's job classification.

19.1.2 Frequency of Evaluation: All permanent Unit Members shall be evaluated once every two (2) fiscal years, as scheduled by the District. The evaluation shall be made upon the Performance Evaluation Form either on paper/electronic platform for Permanent Unit Members (Appendix H). Except where prescribed, time lines for accomplishing evaluation procedures may be established such that the evaluation process is completed within the fiscal year for which the evaluation is scheduled.

##### 19.1.3 Evaluation Procedure

###### 19.1.3.1 Notification of Evaluation

19.1.3.1.1 During the fiscal year in which the evaluation is to occur, the Immediate Management Supervisor will provide Unit Members to be evaluated with an evaluation packet consisting of the following:

19.1.3.1.1.1 instructions which outline the evaluation process;

19.1.3.1.1.2 copy of the Performance Evaluation Form: to be completed by the Unit Member as their self-evaluation prior to the evaluation conference;

19.1.3.1.1.3 notification of the date, time, and place of the evaluation conference between the Unit Member and the Immediate Management Supervisor.

19.1.3.1.2 Notification will be provided to the Unit Member as soon as practicable, but at least seven (7) working days prior to the date of the evaluation conference.

19.1.3.1.3 The Unit Member will complete a self-evaluation prior to the evaluation conference. The Unit Member shall submit the self-evaluation to their Immediate Management Supervisor at least two (2) business days prior to the evaluation conference. The Unit Member may waive the opportunity of completing the self-evaluation by checking the appropriate box and signing Section VI on the self-evaluation form and submitting it to their Immediate Management Supervisor at least two (2) days prior to the evaluation conference.

19.1.3.1.4 Prior to the evaluation conference, the Immediate Management Supervisor will complete a preliminary evaluation on the Performance Evaluation Form and the Unit Member shall complete a self-evaluation or waive the opportunity as stated in Article 19.1.3.1.3. In formulating the preliminary evaluation, the Immediate Management Supervisor will consider information provided by supervising bargaining Unit Members and/or supervising faculty members.

19.1.3.2 Evaluation Conference

19.1.3.2.1 The Immediate Management Supervisor shall conduct an evaluation conference with the Unit Member to discuss both the preliminary evaluation and the Unit Member's self-evaluation. During the evaluation conference, the Immediate Management Supervisor and the Unit Member may identify potential changes in the emphasis of duties which may serve as the basis for the next evaluation.

19.1.3.3 Preparation of Final Performance Evaluation Form

19.1.3.3.1 After the evaluation conference, the Immediate Management Supervisor shall prepare a final written evaluation utilizing the Performance Evaluation Form. In formulating the final evaluation, the Immediate Management Supervisor will consider information provided by the Unit Member.

19.1.3.3.2 The final Performance Evaluation Form should address each performance standard, as appropriate, outline areas of strength and include recommendations for improvement, if warranted.

19.1.3.3.2.1 Where a "C" rating is indicated for any performance standard, recommendations for improvement must be entered in PART II of the Performance Evaluation Form. Recommendations for improvement shall address the performance standards and shall include the following:

19.1.3.3.2.1.1 definition of the area needing improvement;

19.1.3.3.2.1.2 time line for addressing the recommendations;

19.1.3.3.2.1.3 criteria for determining satisfactory performance.

19.1.3.3.3 The final Performance Evaluation Form shall also include the following:

19.1.3.3.3.1 An assessment of the Unit Member's progress in addressing any recommendations for improvement in conjunction with unsatisfactory ratings from the previous evaluation;

19.1.3.3.3.2 Potential changes in the emphasis of duties which may serve as the basis for the next evaluation, which shall be entered in PART III of the Performance Evaluation Form.

19.1.3.3.4 The completed final Performance Evaluation Form shall be forwarded to the Unit Member for review and signature.

19.1.3.4 Evaluation Response

19.1.3.4.1 Within ten (10) working days of receipt of the final Performance Evaluation Form, the Unit Member shall sign the form as an acknowledgment that the Unit Member has been apprised of the content of the evaluation and return the Performance Evaluation Report Form to the Immediate Management Supervisor. The Unit Member's signature shall not necessarily imply agreement with the content thereof.

19.1.3.4.2 The Unit Member may respond to the Immediate Management Supervisor's assessment by completing PART IV of the Performance Evaluation Form. The Unit Member may attach additional pages as necessary not to exceed five (5) pages.

19.1.4 Disposition of Evaluation Report Form: At the conclusion of the evaluation process, the final Evaluation Report Form, Unit Member's self-evaluation and evaluation response, if provided, shall be submitted electronically by the Immediate Management Supervisor through established administrative channels to the District Office of Human Resources and the Unit Member for inclusion in the Unit Member's personnel file.

## 19.2 Evaluation of Probationary Unit Members

19.2.1 Probationary Unit Members are evaluated at the end of four months of service, eight months of service, and two weeks prior to the end of the twelve-month probationary period.

19.2.2 The evaluation shall be made upon the Performance Evaluation Form for Probationary Unit Members (Appendix I).

19.2.3 The substantive findings of the District contained in the evaluation shall not be subject to review or appeal and shall not be grievable under the provisions of Article 22 of this Agreement.

19.2.4 Disposition of Evaluation Report Form: The final Evaluation Report Form shall be submitted electronically by the Immediate Management Supervisor through established administrative channels to the District Office of Human Resources and the Unit Member for inclusion in the Unit Member's personnel file.

## ARTICLE 20

### DISCIPLINARY ACTION

20.1 Suspension, Demotion, or Dismissal: Discipline shall be imposed upon Unit Members pursuant to this Article.

20.2 Definitions

20.2.1 "Disciplinary Action" includes any action whereby a Unit Member is deprived of any classification or any incident of any classification in which the Unit Member has permanence, including dismissal, suspension, demotion, or any reassignment, without the Unit Member's voluntary consent, except a layoff for lack of work or lack of funds. (See Education Code)

20.2.2 "Cause," relating to disciplinary actions against Unit Members, means those grounds for discipline or offenses enumerated in the law pertaining to community colleges or the written rules of the District. No disciplinary action may be maintained for any cause other than as defined herein.

20.2.3 "Informal Corrective Measures" include verbal warnings, conferences, written warning notices, evaluations, Performance Improvement Plans and the like, and are not disciplinary action, as defined in this Article.

20.3 Causes for Disciplinary Action: The following causes shall be grounds for disciplinary action:

20.3.1 Incompetency or inefficiency in the performance of assigned duties, inattention to or dereliction of duty, lack of ability, or failure to perform assigned duties in a satisfactory manner.

20.3.2 Possession of unauthorized, dangerous and/or deadly weapons on District property.

20.3.3 Insubordination – refusal to obey a legal and reasonable order of a line management supervisor, including refusal to do assigned work.

20.3.4 Dishonesty affecting the institution or District, including but not limited to, theft or unauthorized personal use of District property, knowingly failing to disclose material facts regarding criminal convictions, knowingly providing false or misleading information on application forms and employment records concerning material matters or knowingly falsifying any other institutional or District records.

20.3.5 Negligence in the care or use of District property.

20.3.6 Use, possession, or being under the influence of alcohol or illegal drugs as defined by law while on duty. Use or possession of alcohol or illegal drugs as defined by law on District sites. Any sex or narcotics offense requiring mandatory suspension as specified by law pertaining to community colleges.

20.3.7 Conviction of a sex or narcotics offense as defined by the relevant provisions of the Education Code or conviction of a crime involving moral turpitude.

20.3.8 Evident unfitness for service.

20.3.9 Repeated and unexcused tardiness in reporting to work at assigned time.

20.3.10 Unexcused absence, abuse of sick leave, or absence without notification, or unauthorized departure from the job during assigned work hours.

20.3.11 Abandonment of position, including failure to return to duty upon expiration of any authorized leave of absence, or absence of five (5) consecutive working days without prior notification and/or permission, or failure to provide the District with a valid or acceptable reason for absence as required in Article 15.

20.3.12 Inability to perform assigned duties due to failure to meet job qualifications, including but not limited to, legal inability or physical inability such as failure to maintain a license or other certification that is required for the job,

inability of the District to provide liability insurance due to the wrongful action of the employee, or failure to meet physical examination requirements.

20.3.13 Persistent violation of the Education Code or of rules, regulations or procedures applicable to the Unit Member; violation or refusal to obey safety rules and regulations made applicable to community colleges by the Board of Trustees or the laws and regulations of the state or federal government; failure to report for health or X-ray examination, including tuberculosis screening, after due notice.

20.3.14 Sexual or racial harassment and/or unlawful discrimination against a subordinate, student or fellow employee.

20.3.15 Sleeping during assigned work hours.

20.3.16 Offensive or abusive conduct or language toward other employees, students or the public; conduct that threatens the welfare and/or the property of the students or employees of the District, including the employee involved in the conduct.

20.3.17 Violation or abuse of the release time provisions of this Agreement.

20.3.18 A breach of this Agreement.

20.4 Disciplinary Action for Probationary Unit Members: Probationary Unit Members may be subject to disciplinary action, including dismissal. Prior to the imposition of disciplinary action, a probationary Unit Member subject to proposed discipline shall have the right to appear before the Vice Chancellor of Human Resources or designee in order to discuss the proposed discipline. The Vice Chancellor of Human Resources or designee will advise the probationary Unit Member of the Unit Member's right to have a CSEA representative present during the meeting. Subsequent to meeting with the probationary Unit Member, if the decision of the Vice Chancellor of Human Resources or designee is to implement the proposed disciplinary action, the probationary Unit Member shall have no further rights. Except as specifically provided in this section, any other provision of this Article shall not apply to probationary Unit Members.

20.5 Disciplinary Action for Permanent Unit Members: Permanent Unit Members may be subject to disciplinary action, including dismissal. No disciplinary action shall be taken for any cause which arose prior to the Unit Member's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by the Unit Member when it could reasonably be assumed that the Unit Member should have disclosed the facts to the District.

20.6 Pre-Disciplinary Rights

20.6.1 Notice of Proposed Disciplinary Action: A permanent Unit Member subject to proposed disciplinary action shall be given a written notice of the proposed disciplinary action. The notice of proposed disciplinary action shall be served on the Unit Member at least ten (10) working days prior to the effective date of discipline. Notice may be served by personal delivery or by certified mail to the employees' last known mailing address of official record with the District. The notice shall be deemed served when it is delivered in person to the Unit Member, or if service is by certified mail, when it is deposited in the United States mail, postage prepaid. The notice of proposed disciplinary action shall include at least the following:

20.6.1.1 A statement of the proposed disciplinary action and its effective date.

20.6.1.2 A statement of the cause or causes for such action as set forth above.

20.6.1.3 A statement of the specific acts or omissions upon which the causes are based. Such statement may incorporate by reference the acts and omissions described in attached documents.

20.6.1.4 A statement that the materials upon which the proposed action is based are attached.

20.6.1.5 A statement of the Unit Member's right to respond to the Vice Chancellor of Human Resources or designee, either orally or in writing, prior to the stated effective date of the proposed discipline, and a statement that any response will be considered prior to the



finalization of the proposed discipline, provided such response is submitted not later than seven (7) working days after service or notice to the Unit Member.

- 20.6.1.6 A statement of the Unit Member's right to request a meeting with and appear personally before the Vice Chancellor of Human Resources or designee prior to the stated effective date of the proposed discipline (Skelly meeting), provided such request is submitted to the Vice Chancellor or designee not later than seven (7) working days after service of the notice to the Unit Member, and the date, time and place of the meeting in the event a timely request is submitted.
- 20.6.1.7 A statement that the Unit Members shall have the right to CSEA representation or to assistance by a representative of his or her own choosing.
- 20.6.2 If the Unit Member requests a Skelly meeting, the Unit Member shall meet with the Vice Chancellor of Human Resources or designee prior to the stated effective date of the proposed discipline. At such meeting, the Unit Member shall be granted a reasonable opportunity to make any representations and to present any information the Unit Member believes are relevant to the proposed action. After considering the Unit Member's response, the Vice Chancellor or designee shall make a final decision to sustain, modify, or overturn the recommended discipline and shall advise the Unit Member of the decision in writing. If discipline is imposed, the Unit Member shall be given notice of his or her right to a hearing, as set forth in section 20.7 below.
- 20.6.3 If the Unit Member does not request a Skelly meeting or submit a response within the prescribed time, or if the Unit Member submits a timely request for a Skelly meeting and fails to attend the meeting as scheduled, the Unit Member shall be deemed to have waived such rights, and the Vice Chancellor of Human Resources or designee may impose the recommended discipline as of the effective date. If discipline is imposed, the Unit Member shall be given notice of his or her right to a hearing, as set forth in section 20.7, below.
- 20.6.4 Immediate Suspension: A Unit Member may be immediately suspended without loss of compensation preliminary to investigation pending issuance of charges in circumstances when suspension is necessary to protect the best interests of the District, including, but not limited to, if the Unit Member is suspected of being an immediate threat to the health, safety, and wellbeing of students, employees, the public, or the employee at issue, or if the Unit Member is suspected of being a danger to the property of the District or of others, or in cases of gross insubordination. The suspension without loss of compensation must be followed by the service of a statement of disciplinary charges within ninety (90) working days of suspension.

## 20.7 Post-Disciplinary Hearing Right

- 20.7.1 Notice of Disciplinary Action: If disciplinary action is imposed upon a permanent Unit Member the Unit Member shall be entitled to a post-disciplinary hearing. The Unit Member shall be given a written Notice of Disciplinary Action. The Notice of Disciplinary Action may be served by personal delivery or by certified mail to the employee's last known mailing address of official record with the District. The notice shall be deemed served when it is delivered in person to the Unit Member, or if service is by certified mail, when it is deposited in the United States mail, postage prepaid. The notice of proposed disciplinary action shall include at least the following:
  - 20.7.1.1 A statement in ordinary and concise language of the specific act(s) and/or omissions upon which the proposed disciplinary action is based.
  - 20.7.1.2 A statement of the cause for the action taken, and if it is claimed that the employee has violated any rule or regulation of the District, such rule or regulation shall be set forth in the notice.
  - 20.7.1.3 A statement of the proposed disciplinary action.
  - 20.7.1.4 A statement that the Unit Member has a right to a hearing on the charges, as provided in section 20.7.2, if demanded within ten (10) working days after service of the notice to the employee.

- 20.7.1.5 An attachment containing copies of all evidence and documentation known to the District at the time of service to support the District's case against the Unit Member.
- 20.7.1.6 A "Request For Hearing" Form, the timely filing of which by the Unit Member shall constitute a demand for hearing and denial of all charges.
- 20.7.2 Right to Request Hearing: The Unit Member may request a hearing on the charges by submitting a properly signed and dated "Request For Hearing" Form to the Vice Chancellor of Human Resources or designee not later than ten (10) working days after service of the Notice of Disciplinary Action upon the Unit Member. Failure of the Unit Member to submit a "Request For Hearing" Form as prescribed herein shall constitute a waiver of the employee's right to a hearing and the Board of Trustees may act upon the charge(s) without further notice.
- 20.7.3 Hearing Procedures
  - 20.7.3.1 Hearing for Suspension Without Pay of Five Days or Less
    - 20.7.3.1.1 Where the Unit Member has requested a hearing in accordance with section 20.7.2 and the proposed disciplinary action is for suspension without pay of five (5) working days or less, the hearing shall be before the District Chancellor or designee. The Chancellor or designee who conducts the hearing shall not have served as the Skelly officer in the matter. The District shall notify the Unit Member of the date and time, and place where the hearing will be held. The Unit Member shall be given at least ten (10) working days after notification of the hearing date to prepare for the hearing. The employee may elect to be represented by CSEA or the employee may elect to represent himself/herself.
    - 20.7.3.1.2 The hearing shall be informal and the employee shall have the opportunity to present to the Chancellor or designee any relevant evidence in the form of a narrative presentation or documents relative to the charge(s). The Chancellor or designee will consider all relevant evidence, including testimony by witnesses for the employee and for the District. Both parties will have the opportunity to confront and question all witnesses who testify, and to question all evidence presented.
    - 20.7.3.1.3 The Chancellor or designee shall, within ten (10) working days from the date of the conclusion of the hearing, render a recommended decision as to whether the proposed disciplinary action shall be imposed, and if not, whether lesser disciplinary action shall be imposed, and shall thereafter give the Unit Member written notice of the decision and the reasons therefore. The Chancellor or designee shall prepare findings of fact and conclusions that constitute the results of the hearing and form a basis for the decision of the Board of Trustees. If the Unit Member is represented by CSEA in the hearing, CSEA shall have the right to submit a concluding written statement, which shall be attached to the decision and findings of the Chancellor or designee, provided the statement is submitted to the Chancellor or designee not later than five (5) working days following CSEA's receipt of the decision and findings.
    - 20.7.3.1.4 Decision on Proposed Disciplinary Action: The Board of Trustees may amend, modify, or revoke the recommended disciplinary action, provided the Board may not impose a disciplinary action more severe than that proposed in the Notice of Disciplinary Action.
    - 20.7.3.1.5 Decision of Board of Trustees: The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases and the decision of the Board of Trustees shall be final and binding on all parties.

20.7.3.2 Hearing for Suspension Without Pay of More than Five Days, Demotion or Dismissal

20.7.3.2.1 Where the Unit Member has requested a hearing in accordance with section 20.7.2 and the proposed disciplinary action is for suspension without pay of more than five (5) working days, or for demotion or dismissal, the Board of Trustees may conduct the hearing or elect to have a hearing officer conduct the hearing.

20.7.3.2.2 If the Board of Trustees elects to have a hearing officer conduct the hearing, CSEA and the District will select a hearing officer by mutual agreement. If CSEA and the District cannot reach agreement within five (5) working days of the District's notice to CSEA of the Board's election to utilize a hearing officer, the District and CSEA shall each submit five (5) names of persons experienced in the hearing of disciplinary matters in the public sector. CSEA and the District will alternate striking names from the list until a name is mutually agreed upon. The order of striking names shall be determined by lot. If no name is agreed upon, the last name on the list after striking shall be the hearing officer. If the selected hearing officer is not able to offer a mutually convenient date for the hearing, the District and CSEA may mutually agree to another hearing officer.

20.7.3.2.3 Preparation Time: Upon selection of the hearing officer or notice that the Board of Trustees will conduct the hearing, the District shall notify the Unit Member of the date, time and place where the hearing will be held. The Unit Member shall be given at least fifteen (15) working days after notification of the hearing date to prepare for the hearing. The Unit Member shall have the right to appear in person on his/her own behalf, with counsel, or with CSEA representation. All hearings shall be held in closed session, unless the Unit Member requested an open hearing in the "Request For Hearing" Form.

20.7.3.2.4 Decision Time Limit: If the hearing is conducted by a hearing officer, the hearing officer shall render a recommended decision within twenty (20) working days of the hearing. The hearing officer shall prepare findings of fact and conclusions that constitute the results of the hearing and form a basis for the decision of the Board of Trustees. If the hearing is conducted by the Board of Trustees, the decision of the Board shall be rendered within twenty (20) working days of the hearing.

20.7.3.2.5 Decision on Proposed Disciplinary Action: The Board of Trustees may amend, modify, or revoke the proposed disciplinary action, provided the Board may not impose a disciplinary action more severe than that proposed in the Notice of Disciplinary Action.

20.7.3.2.6 Decision of Board of Trustees: The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases and the decision of the Board of Trustees shall be final and binding on all parties.

If the Board of Trustees elects to have a hearing officer conduct the hearing and does not implement the hearing officer's recommendation, the Board shall provide written notification to the Unit Member or his/her designated representative stating the reason(s) for its decision.

20.7.3.3 Failure to Appear: If the Unit Member fails to appear at a duly scheduled hearing without good cause, the Unit Member shall be deemed to have waived the right to a hearing and the Board of Trustees may act upon the charge(s) without further notice.

20.8 Informal Corrective Measures and Progressive Discipline: Except in those situations where the nature or seriousness of a Unit Member's conduct warrants immediate disciplinary action or where the application of informal corrective measures and/or progressive discipline would likely be futile or cause undue delay to the detriment of the District, a permanent Unit Member whose work or conduct is of such character as to incur discipline shall first be specifically warned verbally and if the unsatisfactory work or conduct continues, shall be warned in writing by the Immediate Management Supervisor.

Such written warning shall state the reasons underlying any intention the District may have for recommending future disciplinary action.

20.8.1 Where the unsatisfactory work or conduct involves an issue under section 20.3.1, 20.3.9 or 20.3.10, the employee shall first be specifically warned verbally and if the unsatisfactory work or conduct continues, in lieu of a written warning, a line management supervisor may develop a written Performance Improvement Plan (PIP) after a meeting with the employee. The PIP shall specify the following:

20.8.1.1 the performance areas of concern;

20.8.1.2 recommendations for correction and specific goals to be achieved;

20.8.1.3 time lines for addressing recommendations;

20.8.1.4 any assistance that will be provided the employee in attaining the performance improvement.

20.8.2 After receipt of the written warning, or Performance Improvement Plan if the unsatisfactory work or conduct involves an issue under section 20.3.1, 20.3.9, or 20.3.10, if the Unit Member continues to violate the cause(s) listed in the written warning, or fails to satisfactorily comply with the Performance Improvement Plan and maintain satisfactory performance thereafter, the Unit Member may be suspended without pay for up to five (5) working days in accordance with the provisions of this Article. If the action continues for the same cause, the Unit Member may be suspended without pay, demoted or terminated in accordance with the provisions of this Article.

## ARTICLE 21

### LAYOFF AND REEMPLOYMENT

- 21.1 Reason for Layoff: Layoff shall occur only for lack of work or lack of funds in accordance with the Education Code. While the District shall have the right to lay off classified positions for the reasons listed above, CSEA shall retain the right to negotiate the effects of layoff. The District and CSEA shall meet sufficiently in advance of any notice of layoff to Unit Members to negotiate the effects of the proposed layoffs and determine the order of layoff within the provisions of this Article.
- 21.1.1 A Unit Member may not be laid off if a short-term employee is retained to render a service within the department that the Unit Member is qualified to render.
- 21.1.2 The provisions of section 21.1.1 shall not apply to the retention of a short-term employee, as defined in Education Code 88003, who is hired for a period not exceed 45 days after which the short-term service may not be extended or renewed.
- 21.2 Notice of Layoff: Upon the decision of the District to eliminate or reduce a classified position(s) within the bargaining unit, written notice of layoff shall be sent by registered mail or delivered in person to the affected Unit Member(s) by the District Office of Human Resources, not less than sixty (60) calendar days prior to the effective date of layoff. A copy of each notice will be sent to the CSEA President. Failure to give written notice under the provisions of this section shall invalidate the layoff. Any notice of layoff shall specify the following:
- 21.2.1 Name and classification of the Unit Member designated for layoff.
- 21.2.2 The reason for layoff.
- 21.2.3 The Unit Member's displacement rights.
- 21.2.4 The Unit Member's reemployment rights.
- 21.2.5 The right to an exit interview with the District Director of Human Resources, during working hours, with a CSEA representative present.
- 21.2.6 The Unit Member's unemployment insurance rights.
- 21.3 Reduction of Unit Member's Percentage of Employment: In the event the District reduces a Unit Member's percentage of employment, the District shall provide notice and an opportunity to bargain the decision and effects of the reduction in percentage of employment.
- 21.4 Order of Layoff: Any layoff shall be effected within a classification. For the purposes of this Article, seniority in a classification shall be based on the number of hours a Unit Member has been in paid status, excluding overtime, in the classification plus higher classifications and as provided in section 21.7. The order of layoff shall be based on seniority within the affected classification. The Unit Member with the least seniority within the affected classification shall be laid off first.
- 21.5 Bumping Rights: A Unit Member who is laid off or reduced in percentage from the Unit Member's present classification shall be entitled to displacement (bumping) rights as provided in this section.
- 21.5.1 Order of Bumping: Where a Unit Member elects to exercise bumping rights, bumping shall occur in the following order:
- 21.5.1.1 Bumping into a Position in the Same Classification
- 21.5.1.1.1 If there is a vacant position with like percentage of employment and like months of employment in the same classification as the position from which the Unit Member is laid off or bumped, the Unit Member will transfer into the vacant position.

21.5.1.1.2 If there is no vacant position in the same classification as provided in section 21.5.1.1.1, the Unit Member may bump into a position in the same classification, providing that the laid off Unit Member's seniority in the classification is greater than the seniority of the Unit Member holding employment in the classification.

21.5.1.2 Bumping into a Position in an Equal Classification

21.5.1.2.1 If the Unit Member is not able to transfer into a vacant position or bump as provided in section 21.5.1.1, then if there is a vacant position with like percentage of employment and like months of employment in an equal classification in which the Unit Member has previously served, the Unit Member will transfer into the vacant position in the equal classification in which the Unit Member has most recently served.

21.5.1.2.2 If there is no vacant position in an equal classification as provided in section 21.5.1.2.1, the Unit Member may bump into a position in an equal classification in which the Unit Member has previously served, respectively, beginning with the classification in which the Unit Member has most recently served, providing that the laid off Unit Member's seniority in the equal classification is greater than the seniority of the Unit Member holding employment in the equal classification.

21.5.1.2.3 For the purpose of these provisions, "equal classification" means a classification at the same salary range, as provided in the List of Classifications in Appendix A, as the position from which the Unit Member is laid off or bumped.

21.5.1.3 Bumping into a Position in a Lower Classification

21.5.1.3.1 If the Unit Member is not able to transfer into a vacant position or bump as provided in section 21.5.1.2, then if there is a vacant position with like percentage of employment and like months of employment in a lower classification in which the Unit Member has previously served, the Unit Member will transfer into the vacant position in the lower classification in which the Unit Member has most recently served.

21.5.1.3.2 If there is no vacant position in a lower classification as provided in section 21.5.1.3.1, the Unit Member may bump into a position in a lower classification in which the Unit Member has previously served, respectively, beginning with the classification in which the Unit Member has most recently served, providing that the laid off Unit Member's seniority in the lower classification is greater than the seniority of the Unit Member holding employment in the lower classification.

21.5.1.3.3 For the purpose of these provisions, "lower classification" means a classification at a lower salary range, as provided in the List of Classification in Appendix A, than the position from which the Unit Member is laid off or bumped.

21.5.1.4 Bumping into a Position in a Lower Classification for Which Qualified

If a Unit Member is not able to transfer into a vacant position or bump as provided above, the Unit Member may bump into a position in a lower classification that is related by the essential functions to the position from which the Unit Member is laid off or bumped, and for which the Unit Member meets the minimum qualifications as stated in the job description, as mutually agreed upon by CSEA and the District, providing the Unit Member's hire date seniority is greater than the hire date seniority of the Unit Member holding employment in the lower classification.

21.5.2 General Provisions Applicable to Bumping: When a Unit Member exercises bumping rights within any classification as provided herein, the Unit Member shall bump the Unit Member with the least seniority in the classification who is assigned to like percentage of employment and like months of employment.

- 21.5.2.1 If there are no Unit Members who are assigned to like months of employment within the classification to be bumped, the Unit Member shall bump the Unit Member with the least seniority who is assigned to like percentage of employment, regardless of the number of months assigned.
- 21.5.2.2 If there are no Unit Members who are assigned to like percentage of employment within the classification to be bumped, the Unit Member shall bump the Unit Member with the least seniority, regardless of the number of months assigned.
- 21.5.3 Transfer: Where a Unit Member is laid off or reduced in percentage and is not able to bump into another position as provided above, the Unit Member may transfer into a vacant position for which the Unit Member meets the minimum qualifications as stated in the job description, as mutually agreed upon by CSEA and the District. The District shall determine which positions are vacant.
- 21.6 Voluntary Layoff in Lieu of Bumping: A Unit Member who elects a layoff in lieu of bumping maintains the Unit Member's rights under this Agreement.
- 21.7 Equal Seniority: If two (2) or more Unit Members subject to layoff have equal seniority in a classification then the determination as to who shall be laid off will be made on the basis of the hire date seniority or, if that be equal, then the determination shall be made by lot.
- 21.8 Scheduling Vacation Upon Layoff: Any scheduling of vacation after the notification shall be by mutual agreement of the Unit Member and the Unit Member's Immediate Management Supervisor. Unused vacation shall be paid as provided in section 14.5.
- 21.9 Salary Placement for Unit Members Exercising Bumping Rights: When a Unit Member exercises bumping rights to an equal classification, such Unit Member shall remain on the current range and step. When a Unit Member exercises bumping rights to a lower classification, such Unit Member shall be placed on the salary range of the lower classification and remain on the same step.
- 21.9.1 In the event of the layoff of a bargaining unit position in which the incumbent Unit Member is "grandfathered" pursuant to the implementation of the 2003 Classification Study with respect to the salary range for the position being laid off, and the incumbent Unit Member bumps into a bargaining unit position in which the incumbent in the position being bumped is "grandfathered" pursuant to the implementation of the 2003 Classification Study with respect to the salary range for the position being bumped, or bumps into a vacant bargaining unit position for which a previous incumbent was, or would have been "grandfathered," the Unit Member who bumps into the position shall be placed at the "grandfathered" salary range for the position into which the Unit Member bumps. Application of these provisions shall not result in placement of the Unit Member at a salary range which exceeds the "grandfathered" salary range of the position from which the Unit Member is laid off. The provisions of this section shall be applicable only to Unit Members who were employed by the District in a bargaining unit position on or before April 8, 2003.
- 21.9.2 In the event of bumping of a bargaining unit position in which the incumbent Unit Member is "grandfathered" pursuant to the implementation of the 2003 Classification Study with respect to the salary range for the position being bumped, and the incumbent Unit Member bumps into a bargaining unit position in which the incumbent in the position being bumped is "grandfathered" pursuant to the implementation of the 2003 Classification Study with respect to the salary range for the position being bumped, or bumps into a vacant bargaining unit position for which a previous incumbent was, or would have been "grandfathered," the Unit Member who bumps into the position shall be placed at the "grandfathered" salary range for the position into which the Unit Member bumps. Application of these provisions shall not result in placement of the Unit Member at a salary range which exceeds the "grandfathered" salary range of the position from which the Unit Member is bumped. The provisions of this section shall be applicable only to Unit Members who were employed by the District in a bargaining unit position on or before April 8, 2003.
- 21.9.3 In the event a Unit Member is laid off or bumped from a bargaining unit position in which the Unit Member is "grandfathered" pursuant to the implementation of the 2003 Classification Study with respect to the salary

range for the position being laid off, or from which the Unit Member is bumped, any subsequent service performed by the Unit Member in that position shall be compensated at the salary range for which the Unit Member was “grandfathered” as the incumbent in the position. The provisions of this section shall be applicable only to Unit Members who were employed by the District in a bargaining unit position on or before April 8, 2003.

- 21.10 Transfer of/or Contracting Out of Bargaining Unit Work: The District shall not contract any work which would have been done by Unit Members on layoff to any public or private agency, corporation, or individual. Neither shall the District use teachers, students, short-term employees, professional experts, or volunteers to perform work which would have been done on a continuing basis by Unit Members on layoff. (See Article 25.)
- 21.11 Reemployment Rights: Laid off Unit Members are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Reemployment within the classification shall take precedence over any other type of employment, defined or undefined in this Agreement. In addition, such Unit Members shall have the right to apply for other employment opportunities within the filing period specified in Article 16 of this Agreement. A Unit Member on a reemployment list shall be notified of all employment opportunities. (See Education Code.)
- 21.12 Voluntary Demotion or Voluntary Reduction in Assigned Time: Unit Members who take voluntary demotions or voluntary reduction in assigned time in lieu of layoff shall be, at the Unit Member's option, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, within a sixty-three (63) month period, except that they shall be ranked in accordance with their seniority on any valid reemployment list.
- 21.13 Retirement in Lieu of Layoff: A Unit Member may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such Unit Member shall within ten (10) working days prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose. The Unit Member shall be placed on the appropriate reemployment list. The District shall notify the Board of Administration of the Public Employee's Retirement System (PERS) of the fact that retirement was due to layoff. If the Unit Member is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy, but may fill it on a temporary basis, until the Board of Administration of PERS has properly processed the request for reinstatement from retirement.
- 21.14 Seniority Roster: The District agrees to establish a seniority roster for each affected classification. Such roster shall be available no later than the time of the District/CSEA Meetings held pursuant to section 21.2.
- 21.15 Notification of Reemployment Opening: A Unit Member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by U.S. Certified Mail to the last address given the District by the Unit Member, and a copy shall be sent to CSEA by the District, which shall relieve the District of its notification responsibility.
- 21.16 Employee Notification to District: A Unit Member shall notify the District of the Unit Member's intent to accept or refuse employment within ten (10) working days following the receipt of the reemployment notice by the Unit Member, or an attempted delivery to the last known address by the Post Office (U.S. Certified Mail-Return Receipt Requested). If the Unit Member accepts reemployment, the Unit Member must report to work within thirty (30) working days following the receipt or attempted delivery of the reemployment notice. A Unit Member given notice or reemployment need not accept the reemployment to maintain the Unit Member's eligibility on the reemployment list, provided the Unit Member notified the District Director of Human Resources, in writing, of refusal of reemployment within ten (10) working days after the receipt or attempted delivery of the reemployment notice.
- 21.17 Reemployment in Highest Classification: Unit Members shall be reemployed in the highest rated job classification available and with the time assignment available, in accordance with their seniority in the classification, plus higher classifications. Unit Members who accept a position lower than their former classification shall retain their original sixty-three (63) months of reemployment rights to the former position.
- 21.18 Error in Layoff Procedures: If the District determines that a Unit Member has been laid off because of an error in the application of the procedures outlined in this Agreement, the Unit Member will be reinstated upon discovery of the error.



- 21.19 Seniority During Involuntary Unpaid Status: 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.
- 21.20 Seniority Benefits: If a Unit Member is laid off and reemployed within the thirty-nine (39) months of the layoff, then all time accumulated for seniority purpose prior to the effective date of layoff shall be credited back to the Unit Member's records.
- 21.21 Sick Leave Benefits: If a Unit Member is laid off and reemployed within thirty-nine (39) months of the layoff, then all unused sick leave accumulated prior to the effective date of the layoff shall be credited back to the Unit Member's records.
- 21.22 Vacation Benefits Upon Reemployment: if the Unit Member is reemployed within thirty-nine (39) months of the date of the layoff, the Unit Member shall regain vacation longevity that he/she held prior to the layoff.
- 21.23 Salary Placement Upon Reemployment: If the Unit Member is laid off and is subsequently reemployed in an equal or lower classification within thirty-nine (39) months of the date of layoff, the Unit Member will be placed on the step held at the time of layoff. If the Unit Member returns within thirty-nine (39) months to a position in a higher classification, the Unit Member shall be placed on the salary schedule as indicated in section 16.3.1.
- 21.24 Reference to Education Code: The contents of this Article are referenced in the Education Code.

## ARTICLE 22

### GRIEVANCE PROCEDURE

- 22.1 Purpose: It is the intent of the parties to promote and improve their relationship by encouraging the prompt and informal resolution of problems arising during the course of their relationship. Accordingly, it is the purpose of this grievance procedure to provide an orderly means by which grievances can be resolved in an expeditious, amicable, and decisive manner.
- 22.2 Definitions
- 22.2.1 Grievance: A grievance is a written complaint by a Unit Member or the exclusive bargaining representative involving an alleged violation, misinterpretation or misapplication of a specific provision(s) of this Agreement or letter of understanding modifying this Agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level and to encourage an informal and confidential atmosphere in the resolution of grievances.
- 22.2.2 Conciliation: Conciliation is the utilization of a neutral person to assist the parties in the resolution of a grievance. For purposes of this Agreement the services of the California State Mediation/Conciliation Service of the Department of Industrial Relations or other appropriate resource may be utilized as determined by mutual agreement between CSEA and the District.
- 22.2.3 Days: Any reference to days shall mean days on which the administration offices of the District are open for regular business. Each reference to days is a maximum. All parties should attempt to resolve a grievance as early as possible within the specified number of days.
- 22.3 Time and Place of Meetings: Any meetings necessary to administer this procedure shall be conducted at a time and place which will afford all parties a reasonable opportunity to attend.
- 22.4 Time Limits: Except by mutual agreement, all grievances must be processed within a reasonable time not to exceed the time limits specified at each step of the grievance procedure. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the employer to follow any step of the procedure or to facilitate adherence to the specified time limits shall permit the grievant to proceed to the next step.
- 22.5 Fees and Expenses: The parties shall bear their own costs and expenses except the expenses incurred by conciliation shall be borne equally by both parties.
- 22.6 Informal Resolution of a Grievance: A grievant, on an informal basis, shall discuss and attempt to resolve a grievance with the Immediate Management Supervisor if the Issue is department related, or with the Vice Chancellor of Human Resources or designee, if the issue is District related, within twenty (20) days from the time the grievant knew or should have known of the event or condition giving rise to the grievance.
- 22.7 Grievance Forms: Grievance forms shall be furnished by the District. The completed grievance form must include, but is not limited to, the following information:
- 22.7.1 Date of the alleged violation;
- 22.7.2 Description of the alleged violation including the name(s) and title(s) of the person(s) and other facts giving rise to the grievance;
- 22.7.3 A statement of the specific provisions(s) of this Agreement alleged to have been violated;
- 22.7.4 The grievant's proposed reasonable remedy;
- 22.7.5 A statement that the informal step has been completed;

22.7.6 Signature of the grievant.

## 22.8 Formal Resolution of a Grievance

22.8.1 Step One: Within twenty-five (25) days from the time the grievant knew or should have known of the event or condition giving rise to the grievance, if the grievance is not resolved, the grievant may directly, or through the Job Steward(s), present the grievance in writing on the Step One Grievance Form (Appendix J-1) through the Vice Chancellor of Human Resources or designee to the grievant's appropriate Immediate Management Supervisor. The Immediate Management Supervisor will communicate a decision to the grievant in writing within ten (10) days of receiving the grievance.

22.8.2 Step Two: If not satisfied with the response of the Immediate Management Supervisor, the Grievant may within ten (10) days of the receipt of the Immediate Management Supervisor's response, submit an appeal on the Step Two Grievance Form (Appendix J-2) to the Vice Chancellor of Human Resources or designee.

The Vice Chancellor of Human Resources or designee will call a meeting with the grievant to discuss the matter within ten (10) days of receipt of the appeal. Following the meeting with the grievant, the Vice Chancellor of Human Resources or designee will investigate the allegations and respond to the grievant on the District form within ten (10) days.

22.8.3 Step Three: If not satisfied with the response of the Vice Chancellor of Human Resources or designee, the grievant may, within ten (10) days of the receipt of the response, choose one of the following three options on the Step Three Grievance Form (Appendix J-3):

22.8.3.1 Option 1: Submit a request to the Vice Chancellor of Human Resources or designee for conciliation. The Vice Chancellor of Human Resources or designee and the CSEA President will mutually arrange for a conciliator through the California State Mediation/Conciliation Service of the Department of Industrial Relations, or other appropriate resource, to begin conciliation at the earliest possible date. It will be the responsibility of the conciliator to attempt to resolve the grievance to the satisfaction of both parties within ten (10) days of the beginning of the conciliation effort. If the conciliator is unable to resolve the grievance, the grievant may file a written appeal with the Board of Trustees as outlined in option (3) below.

22.8.3.2 Option 2: Request CSEA to submit the grievance to binding arbitration. If CSEA does not concur with the request for binding arbitration, the grievant may decide on option (3) below.

If CSEA concurs with the grievant's request for binding arbitration, CSEA shall, within thirty (30) days of the decision rendered by the Vice Chancellor of Human Resources or designee pursuant to section 22.8.2, submit a request in writing to the Vice Chancellor of Human Resources or designee for binding arbitration of the dispute and the District shall comply with the request. CSEA and the District shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request the California Mediation/Conciliation Services to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the Arbitrator. The order of striking shall be determined by lot.

The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration.

The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The Arbitrator shall be restricted from making a recommendation that is not based on violation or inequitable application of this Agreement. After a hearing and after both parties have had an opportunity to make written arguments, the Arbitrator shall submit a written finding and decision within thirty (30) calendar days. The decision of the Arbitrator is final and binding on all parties.

22.8.3.3 Option 3: File a written appeal with the Board of Trustees. A written statement of appeal, attached to the Step Three Grievance Form, must be submitted to the Vice Chancellor of Human Resources or designee as follows:

22.8.3.3.1 within ten (10) days of the District's response to Step Two of the grievance process if option (1) or option (2) is not selected;

22.8.3.3.2 within ten (10) days of the unresolved conciliation attempt if option (1) is selected;

22.8.3.3.3 within thirty (30) days of the District's response to Step Two of the grievance process if option (2) is selected and CSEA declines the request for binding arbitration.

The Board of Trustees will issue a written response within thirty (30) days of receipt of the written appeal.

## ARTICLE 23

### SAFETY

- 23.1 District Compliance: The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state and/or federal law, Unit Members may report safety concerns to the Immediate Management Supervisor or the District Worker's Compensation/Safety Coordinator. No Unit Member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of this section.
- 23.2 Safety Committees: CSEA shall have the right to appoint members to the District and campus safety committees. The number of appointments to which CSEA is entitled for any such committee shall not be less than the number of faculty appointments to the committee.
- 23.3 Safety Equipment: Should the employment duties of a Unit Member reasonably require the use of any equipment or gear to ensure the safety of the Unit Member or others, the District agrees to furnish such equipment or gear, subject to the following:
- 23.3.1 Where the District elects to purchase safety equipment or gear in bulk, Unit Members shall normally be required to use such equipment or gear. In exceptional circumstances where it is reasonably impractical for the Unit Member to use such bulk purchased equipment or gear, the Unit Member shall have the right to have CSEA negotiate the Unit Member's equipment need(s) with the District. Where such needs are negotiated pursuant to this section, the Unit Member shall purchase the item(s) in conformity with negotiated standards and provide verification of the cost to the District. An amount not to exceed the negotiated purchase cost will be reimbursed by the District. The District reserves the right to take ownership of the property upon termination of the Unit Member's employment.
- 23.3.2 Where the employment duties of a Unit Member reasonably require the use of special equipment or gear not otherwise provided or negotiated pursuant to the provision of section 23.3.1, the Unit Member shall have the right to have CSEA negotiate such special need(s) with the District. Where special needs items are negotiated, the Unit Member shall purchase the items(s) in conformity with negotiated standards and provide verification of cost to the District. The negotiated amount will be reimbursed by the District. The District reserves the right to take ownership of the property upon termination of the Unit Member's employment.
- 23.3.3 If a Unit Member fails or refuses to utilize such equipment, the Unit Member shall be subject to disciplinary action, up to and including dismissal.

## ARTICLE 24

### **PAST PRACTICES AND SEVERABILITY**

- 24.1 Savings Clause: If during the life of this Agreement there exists any applicable law, rule, regulation, or order issued by governmental or judicial authority other than the District which all render invalid or restrain compliance with, or enforcement of, any provision of this Agreement, such provisions shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 24.2 Replacement for Severed Provisions: In the event of suspension or invalidation of any Article or section of the Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such an Article or section.
- 24.3 Past Practices: The rules, regulations, policies and practices of the District which directly apply to Unit Members, which are in effect at the time of this Agreement and are not in conflict with the terms of this Agreement, shall remain in full force and effect unless changed by mutual agreement of CSEA and the District.
- 24.4. If the Education Code is repealed and a written request is submitted by CSEA, the District agrees to negotiate with CSEA on those items which meet all of the following criteria:
- 24.4.1 The item is included in CSEA's written request;
  - 24.4.2 The item is within scope;
  - 24.4.3 The item was in the Education Code at the time the repeal occurred;
  - 24.4.4 The item is not already included in this Agreement.

## ARTICLE 25

### **RESTRICTION ON CONTRACTING OUT**

- 25.1 Restriction on Contracting Out: During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed or is performed by Unit Members which will result in the reduction in regular hours or wages of Unit Members, or which will result in the loss of employment or layoff of Unit Members except by mutual agreement between the Board of Trustees and CSEA.
- 25.2 The California School Employees Association and its Chapter #167 and the North Orange County Community College District mutually agree to contract out the hourly services required in the Disabled Student Centers and EOPS Centers for specially-trained assistants in the areas of interpreters and readers. In addition, the District may contract out the hourly services required to provide tutoring services for students. These services are needed on an assignment basis, depending on the student needs.
- 25.3 The California School Employees Association and its Chapter #167 and the North Orange County Community College District mutually agree that the District may contract out for the provision of food services within the District. The District may, in so contracting, secure the full range of facilities, food products and services offered by a vendor. Persons employed by any vendor with whom the District may contract shall be deemed employees of the vendor, as an independent contractor, and shall be subject to such terms and conditions of employment as may be established by the vendor. In no event will employees of a vendor be considered employees of the District nor will the vendor, or employees of the vendor, be subject to the provisions of the collective bargaining agreement between CSEA and the District.
- 25.4 The California School Employees Association and its Chapter #167 and the North Orange County Community College District mutually agree that the District shall have the right to contract out for the provision of swimming pool maintenance services within the District. The District may, in so contracting, secure the full range of pool maintenance services as deemed necessary by the District, including adjusting, repairing and maintaining pools, pool equipment, pool machinery, and pool-related surrounding facilities (e.g., pool deck, pump room, chemical room).
- 25.4.1 CSEA and the District further agree that persons employed by any vendor with whom the District may contract shall be deemed employees of that vendor, as an independent contractor, and shall be subject to such terms and conditions of employment as may be established by the vendor. In no event will employees of a vendor be considered employees of the District nor will the vendor, or employees of the vendor, be subject to the provisions of the collective bargaining agreement between CSEA and the District.
- 25.4.2 The District may, at its option, elect to contract out for some swimming pool maintenance services and have some swimming pool maintenance services performed within the Pool Mechanic classification, or other appropriate classification, by Unit Members. However, the District shall retain the right, at any time, to discontinue swimming pool maintenance services performed by Unit Members and contract out for the full range of swimming pool maintenance services.

## ARTICLE 26

### NEGOTIATIONS

- 26.1 Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, at least ninety (90) calendar days prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provision of law to be fulfilled.
- 26.2 Commencement of Negotiations: Negotiations shall commence within ten (10) working days of satisfaction of the public notice requirements. Negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes to this Agreement.
- 26.2.1 The initial meeting will be used to calendar negotiations sessions and to determine the ground rules to be used.
- 26.2.2 The District and CSEA currently recognize the Interest Based Bargaining process as a useful and constructive tool for negotiations. It is suggested by both parties that the Interest Based Bargaining process be used for negotiations whenever it is practical. (See CSEA/NOCCCD Interest Based Bargaining Handbook. The intent of the Handbook is to serve as a general framework for addressing the Interest Based Bargaining process; the provisions in the Handbook are not negotiated contractual procedures and are not subject to grievance under this Agreement.)
- 26.3 Impasse: If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new Agreement, either party may institute impasse procedures according to Chapter 10.7, Article 9, section 3548 of the Government Code. Once impasse procedures have been invoked, this Agreement shall remain in full force and effect until the conclusion of the impasse process.
- 26.4 Release Time for Negotiations
- 26.4.1 CSEA shall have the right to designate up to five (5) Unit Members and one (1) alternate who shall be allowed to attend, without loss of compensation, scheduled meetings with designated representatives of the District to meet and confer on matters within the scope of representation. This release time shall include a reasonable amount of travel time to and from such meetings when they are conducted at a location other than a Unit Member's work location.
- 26.4.2 The designated members of the CSEA negotiating team shall be granted up to twenty (20) minutes of time for negotiations preparation for every one (1) hour of scheduled meeting time with designated representatives of the District, to be used at the beginning of each scheduled meeting.
- 26.4.3 CSEA shall notify the Vice Chancellor of Human Resources in writing of the names of the designated members of the negotiating team. If a change in designated negotiating team members is made, CSEA shall notify the Vice Chancellor of Human Resources in writing within five (5) working days of such change.
- 26.4.4 The Vice Chancellor of Human Resources or designee shall notify the appropriate Immediate Management Supervisors of the names of the designated CSEA negotiating team members and shall provide to them, as soon as available, a schedule of the dates and times of scheduled negotiations meetings. If a scheduled negotiations meeting is canceled by either CSEA or the District, or if a change in the dates and times of scheduled negotiations meetings is made, CSEA negotiating team members will promptly notify their Immediate Management Supervisors. A copy of the aforementioned schedule shall be provided to each member of the CSEA negotiating team.
- 26.4.5 CSEA negotiating team members shall specify, on their monthly time sheets, the dates and times of release time taken for participation in negotiations pursuant to the provisions of this Article.
- 26.5 Reopener Clause: CSEA Chapter 167 or the District shall have the right to reopen this Agreement on matters pertaining to wages and health and welfare benefits and any one other Article by giving written notice in each year prior to June 30. Negotiations shall commence under this section within ten (10) working days after fulfillment of the public notice



requirements. The terms and conditions of this Agreement will remain in full force and effect during such negotiations. By mutual agreement, time lines may be modified to accommodate the negotiations process.

26.5.1 Reopener Clause: CSEA Chapter 167 or the District shall have the right to reopen this Agreement on matters pertaining to wages and health and welfare benefits and any one other Article by giving written notice in each year prior to April 1. Negotiations shall commence under this section within ten (10) working days after fulfillment of the public notice requirements. The terms and conditions of this Agreement will remain in full force and effect during such negotiations. By mutual agreement, time lines may be modified to accommodate the negotiations process.

26.6 Retroactive Salary Increases: When retroactive salary increases are negotiated, the increase in salary will be applicable to all Unit Members who are in paid status on the date the retroactive increase is approved by the Board of Trustees.

26.6.1 Unit Members who retire from the District or are laid off on or after the date the retroactive increase is approved by the Board of Trustees will also receive this salary increase.

26.6.2 Unit Member placed on the 39-month reemployment list or granted an unpaid leave of absence on or after the date the retroactive increase is approved by the Board of Trustees will also receive this salary increase.

26.6.3 Unit Members granted a military leave for the performance of military service in a uniformed service, whether such leave is paid or unpaid by the District, and provided the Unit Member is an employee of the District on the date the retroactive increase is approved by the Board of Trustees, will also receive this salary increase.

26.7 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

26.8 Agreement of Parties: This Agreement contains the agreement of the parties as to all existing matters. This Agreement terminates and supersedes all past agreements, memoranda of understanding, past practices, and procedures in conflict with the express terms of this Agreement. Nothing contained herein shall be interpreted as precluding the right of CSEA and the District to mutually agree in writing to negotiate on matters which develop after entering into this Agreement.

## ARTICLE 27

### **MANAGEMENT RIGHTS**

Rights: It is understood and agreed that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, and functions or authority which are specifically abridged or modified by this Agreement.

**ARTICLE 28**

**DURATION**

Length of Agreement: This Agreement shall become effective October 12, 2021. This Agreement shall cover the 2021-2022, 2022-2023 and 2023-2024 academic years, and shall continue in affect to and including June 30, 2024, unless alteration or amendment is requested in writing in accordance with Article 26.

**AUTHORIZED SIGNATURES:**

FOR THE DISTRICT

Date



02/17/2022

Vice Chancellor, Irma Ramos

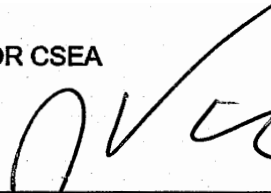


02/17/2022

Associate Vice Chancellor, Julie Kossick

FOR CSEA

Date



2-22-22

CSEA President, Joseph Vasquez



02/17/22

Labor Representative, Matthew Phutisatayakul

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
CLASSIFICATION ASSIGNMENTS  
Eff. NOVEMBER 2021**

TITLE	RANGE	TITLE	RANGE	TITLE	RANGE
<b>ACCOUNTING AND FISCAL SERVICES</b>		<b>INFORMATION TECHNOLOGY</b>		<b>PRODUCTION AND MAIL</b>	
Account Clerk I	31	Systems Analyst, Applications	60	Courier	27
Account Clerk II	33	Systems Analyst, Technology	60	District Mailroom Coordinator	31
Accounting Specialist	40	Systems Applications Training Coordinator	48	Duplication Equipment Operator	27
Accounting Technician	36	User Support Analyst	36	Graphic Designer	43
Benefits and Leaves Coordinator II	42			Graphic Design Technician	39
Benefits Coordinator	40	<b>INSTRUCTIONAL</b>		Printer	37
Business Office Specialist	40	Auto Shop Coordinator	41	Production Center Coordinator	34
Buyer	39	Dental Hygiene Clinical Technician	36	Production Center Specialist	29
Buyer II	41	Dental Hygiene Services Assistant	36		
District Accounting Specialist	43	Instructional Aide / **	30	<b>STUDENT SERVICES</b>	
Payroll Specialist	38	Instructional Assistant / **	36	Admissions & Records Coordinator	40
Payroll Lead	45	Laboratory Clerk / **	31	Admissions & Records Specialist	36
Purchasing Assistant	33	Laboratory Technician / **	36	Admissions & Records Technician	33
Purchasing Technician	36	Piano Accompanist	44	Cadena Center Coordinator	40
		Theater Production Coordinator	45	CARE Program Coordinator	40
		Theater Technician	41	Career Center Coordinator I	40
<b>ADMINISTRATIVE</b>		<b>LIBRARY AND MEDIA</b>		Career Center Coordinator II	45
Administrative Assistant I	33	Alternate Media Specialist	41	Culinary Laboratory Coordinator	40
Administrative Assistant II	36	Distance Learning Assistant	36	Curriculum Specialist	40
Administrative Assistant III	41	Distance Learning Specialist	37	EOPS Program Coordinator	40
Campus Marketing/Outreach Assistant	36	Library Assistant I	33	Evaluator	36
Catalog & Schedule Coordinator	40	Library Assistant II	36	Evaluator Coordinator	43
Clerical Assistant I	29	Library Assistant III	39	Evaluator Specialist	37
Clerical Assistant II	31	Library Services Coordinator	44	Financial Aid Coordinator	40
Communications Specialist	40	Multimedia Systems Specialist	40	Financial Aid Technician	36
Communications Coordinator	45	Radio Broadcast Technician	40	Fine Arts Information/Marketing Representative	36
Educational Services & Technology Coordinator	44	Television/Video Technician	40	Health Services Assistant	33
Executive Assistant	41	Web Content Specialist	40	Health Services Specialist (Registered Nurse)	49
Executive Assistant II	44			Health Education Coordinator	45
Grants & Special Projects Assistant	41	<b>MAINTENANCE AND OPERATIONS</b>		International Student's Services Coordinator	41
Health Services Administrative Assistant	36	Building Maintenance Coordinator	45	Interpreter Coordinator	45
Human Resources Technician	36	Campus Safety Officer	31	Job Developer/Disability Support Services	44
Office Coordinator	40	Campus Safety Officer II	36	Learning Center Coordinator	40
Personnel Services Specialist	41	Campus Safety Officer Coordinator	40	Medical Assistant	34
Receptionist	29	Carpenter	41	Mental Health Clinical Counselor	60
Research Analyst	52	Driver/Skilled Mechanic Assistant	34	NOCE High School Records Technician	36
Risk Management Technician	36	Electrician	41	NOCE Student Records Coordinator	40
Senior Research Planning Analyst	57	Electrician, Communications	41	NOCE Student Records Technician	31
<b>ATHLETICS</b>		Equipment Operator	31	Nurse Practitioner	68
PE/Athletic Equipment Attendant	25	Facilities Assistant	28	Program Coordinator	45
PE/Athletic Equipment Coordinator	31	Facilities Coordinator	36	Sports Information/Marketing Representative I	36
PE/Athletic Therapist	49	Facilities Custodian I	27	Sports Information/Marketing Representative II	38
<b>BOOKSTORE</b>		Facilities Custodian II	28	Student Services Coordinator	43
Bookstore Assistant	31	Facilities Custodian Coordinator I	31	Student Services MIS Analyst	52
Bookstore Operations Specialist	36	Facilities Custodian Coordinator II	34	Student Services Specialist/**	36
Bookstore Shipping & Receiving Specialist	33	Facilities-Security Officer	31	Student Services Technician/**	33
Textbook Buyer	36	Grounds Athletic Field Specialist	31	Testing & Assessment Specialist	36
<b>CHILD CARE</b>		Groundskeeper	29	Tutorial Services Coordinator	40
Child Care Aide	16	HVAC Mechanic I	34		
Child Care Kitchen Attendant	14	HVAC Mechanic II	41		
Child Care Teacher I	22	HVAC Mechanic Coordinator	42		
		Irrigation Specialist	37		
		Landscape Coordinator	33		
<b>INFORMATION TECHNOLOGY</b>		Locksmith	42		
Business Analyst I/[Department]	52	Painter	38		
Business Analyst II/[Department]	58	Plumber	41		
Data Quality Analyst, Systems Applications	52	Skilled Maintenance Assistant	34		
IT Help Desk Coordinator	41	Skilled Maintenance Mechanic	41		
IT Project Leader	57	Vehicle & Equipment Mechanic	40		
IT Security Analyst/System Administrator	55				
IT Services Coordinator I	48				
IT Services Coordinator II	52				
IT Specialist, Network	44				
IT Specialist II, Network	48				
IT Specialist, Systems Applications	44				
IT Technician I	41				
IT Technician II	44				

\*\* Indicates classification requiring individual emphasis, based on the discipline or area of application.

Each specialized emphasis (e.g., Instructional Assistant /Biology) constitutes a separate classification.

Contact HR for information on inactive job descriptions

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
 CLASSIFIED MONTHLY SALARY SCHEDULE  
 EFFECTIVE 10.01.2021

STEP RANGE	A	B	C	D	E	RANGE
14	2,674	2,811	2,949	3,085	3,230	14
15	2,737	2,882	3,023	3,149	3,326	15
16	2,811	2,949	3,085	3,230	3,403	16
17	2,882	3,023	3,149	3,326	3,483	17
18	2,949	3,085	3,230	3,403	3,567	18
19	3,023	3,149	3,326	3,483	3,646	19
20	3,085	3,230	3,403	3,567	3,732	20
21	3,149	3,326	3,483	3,646	3,826	21
22	3,230	3,403	3,567	3,732	3,912	22
23	3,326	3,483	3,646	3,826	4,003	23
24	3,403	3,567	3,732	3,912	4,100	24
25	3,483	3,646	3,826	4,003	4,207	25
26	3,567	3,732	3,912	4,100	4,310	26
27	3,646	3,826	4,003	4,207	4,416	27
28	3,732	3,912	4,100	4,310	4,523	28
29	3,826	4,003	4,207	4,416	4,637	29
30	3,912	4,100	4,310	4,523	4,738	30
31	4,003	4,207	4,416	4,637	4,850	31
32	4,100	4,310	4,523	4,738	4,967	32
33	4,207	4,416	4,637	4,850	5,088	33
34	4,310	4,523	4,738	4,967	5,212	34
35	4,416	4,637	4,850	5,088	5,341	35
36	4,523	4,738	4,967	5,212	5,482	36
37	4,637	4,850	5,088	5,341	5,613	37
38	4,738	4,967	5,212	5,482	5,750	38
39	4,850	5,088	5,341	5,613	5,888	39
40	4,967	5,212	5,482	5,750	6,026	40
41	5,088	5,341	5,613	5,888	6,175	41
42	5,212	5,482	5,750	6,026	6,329	42
43	5,341	5,613	5,888	6,175	6,493	43
44	5,482	5,750	6,026	6,329	6,649	44
45	5,613	5,888	6,175	6,493	6,808	45
46	5,750	6,026	6,329	6,649	6,978	46
47	5,888	6,175	6,493	6,808	7,144	47
48	6,026	6,329	6,649	6,978	7,329	48
49	6,175	6,493	6,808	7,144	7,504	49
50	6,329	6,649	6,978	7,329	7,692	50
51	6,493	6,808	7,144	7,504	7,874	51
52	6,649	6,978	7,329	7,692	8,071	52
53	6,808	7,144	7,504	7,874	8,264	53
54	6,978	7,329	7,692	8,071	8,471	54
55	7,144	7,504	7,874	8,264	8,682	55
56	7,329	7,692	8,071	8,471	8,896	56
57	7,504	7,874	8,264	8,682	9,112	57
58	7,692	8,071	8,471	8,896	9,340	58
59	7,874	8,264	8,682	9,112	9,568	59
60	8,071	8,471	8,896	9,340	9,809	60
68	9,790	10,281	10,794	11,333	11,901	68

Premium Pay:	Swing Shift - 5% premium pay	
	Graveyard Shift - 10% premium pay	
	Five years of continuous service	----- 5% of present step
	Ten years of continuous service	----- 10% of present step
	Fifteen years of continuous service	----- 15% of present step
	Twenty years of continuous service	----- 20% of present step
	Twenty-five years of continuous service	----- 25% of present step
	Thirty years of continuous service	----- 30% of present step
<i>CBA 9.7.7 Employees hired on or after January 1, 2019</i>	Thirty three years of continuous service	----- 33% of present step
	Thirty six years of continuous service	----- 36% of present step

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**CLASSIFICATIONS EXEMPT FROM REGULAR STARTING AND ENDING TIMES**

Fine Arts Information/Marketing Representative

Grounds Athletic Field Specialist

PE-Athletic Equipment Attendant

PE-Athletic Equipment Coordinator

PE-Athletic Therapist

Piano Accompanist

Sports Information/Marketing Representative

Television-Video Technician

Theater Production Coordinator

Theater Technician

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**CLASSIFIED EMPLOYEE WORKWEEK/WORKDAY SCHEDULE CHANGE REQUEST FORM**

**EMPLOYEE NAME:** \_\_\_\_\_ **JOB TITLE:** \_\_\_\_\_

**LOCATION:** [ ] CC [ ] FC [ ] WIL [ ] ANAHEIM CAMPUS **DIVISION:** \_\_\_\_\_ **DEPT:** \_\_\_\_\_

**IMMEDIATE MANAGEMENT SUPERVISOR:** \_\_\_\_\_ **TELEPHONE:** \_\_\_\_\_

**CURRENT SCHEDULE**

- [ ] Five (5) Day/Eight (8) Hour Schedule [ ] Five (5) Day/Thirty-six (36) + Four (4) Hour Schedule  
 [ ] Nine (9) Day/Eight (80) Hour Schedule [ ] Four (4) Day/Ten (10) Hour Schedule

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
<b>Hours Per Day</b>							
<b>Shift Hours</b>	Start:	Start:	Start:	Start:	Start:	Start:	Start:
	End:	End:	End:	End:	End:	End:	End:
	Lunch:	Lunch:	Lunch:	Lunch:	Lunch:	Lunch:	Lunch:
<b>IF CURRENT SCHEDULE IS 9/80 OR 4/10, SPECIFY THE DESIGNATED DAY OFF FOR THIS SCHEDULE:</b>							

**REQUESTED SCHEDULE**

- [ ] Five (5) Day/Eight (8) Hour Schedule [ ] Five (5) Day/Thirty-six (36)+Four (4) Hour Schedule  
 [ ] Nine (9) Day/Eight (80) Hour Schedule \*\* [ ] Four (4) Day/Ten (10) Hour Schedule

\*\* Note: Variable hours are not allowed for 9/80 Schedule

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
<b>Hours Per Day</b>							
<b>Shift Hours</b>	Start:	Start:	Start:	Start:	Start:	Start:	Start:
	End:	End:	End:	End:	End:	End:	End:
	Lunch:	Lunch:	Lunch:	Lunch:	Lunch:	Lunch:	Lunch:
<b>IF REQUESTED SCHEDULE IS 9/80 OR 4/10, SPECIFY THE DESIGNATED DAY OFF FOR THIS SCHEDULE:</b>							

**EFFECTIVE DATE OF REQUESTED SCHEDULE CHANGE:**

**ENDING DATE OF REQUESTED SCHEDULE CHANGE (if applicable):**

**EMPLOYEE SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

<b>IMMEDIATE MANAGEMENT SUPERVISOR</b>	[ ] APPROVED [ ] DENIED
	Signature _____ Date _____
	<b>If request is denied, indicate reason:</b>

*Please forward a copy of the completed form to District Human Resources*

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**CLASSIFIED PROFESSIONAL GROWTH PROGRAM**  
**REQUEST FOR COURSE APPROVAL**

**EMPLOYEE NAME:** \_\_\_\_\_ **JOB TITLE:** \_\_\_\_\_  
Last First

**LOCATION:**  CC  FC  WIL  ANAHEIM CAMPUS **DIVISION:** \_\_\_\_\_ **DEPT:** \_\_\_\_\_

<b>CURRENT WORK SCHEDULE:</b> <input type="checkbox"/> Five (5) Day/Eight (8) Hour <input type="checkbox"/> Five (5) Day/Thirty-six (36) + Four (4) Hour <input type="checkbox"/> Four (4) Day/Ten (10) Hour <input type="checkbox"/> Nine (9) Day/Eighty (80) Hour		
MON From: _____ To: _____	THU From: _____ To: _____	SUN From: _____ To: _____
TUE From: _____ To: _____	FRI From: _____ To: _____	
WED From: _____ To: _____	SAT From: _____ To: _____	

<b>COURSE(S) FOR WHICH YOU ARE REQUESTING APPROVAL:</b>							
Course Number	Course Title	College/School	Date To Be Taken	Day(s) Class Meets	Time(s) Class Meets	Units/Hours	Semester Or Quarter

**COURSE CONTENT:** Explain the content of the requested course(s):  
 \_\_\_\_\_  
 \_\_\_\_\_

**EDUCATIONAL OBJECTIVE:** Explain your objective in taking the requested course(s):  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Major (if any):** \_\_\_\_\_

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

**Submit Official Evidence of Course Completion (e.g., Grade Card, Transcript, Completion Certificate)**  
**to the District Office of Human Resources**

<b>HR USE ONLY</b>	Approval: _____	Date: _____
--------------------	-----------------	-------------



NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**APPLICATION FOR CLASSIFIED STAFF DEVELOPMENT LEAVE**

APPLICANT NAME: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_  
Last First

LOCATION: [ ] CC [ ] FC [ ] WIL [ ] ANAHEIM CAMPUS DIVISION: \_\_\_\_\_ DEPT: \_\_\_\_\_

DATE OF DISTRICT EMPLOYMENT AS A CLASSIFIED EMPLOYEE : Month \_\_\_\_\_ Year \_\_\_\_\_

Have you previously been granted a staff development leave? [ ] NO [ ] YES If yes, date of last leave \_\_\_\_\_

**PURPOSE OF LEAVE:** Explain the purpose for which the leave is requested. If applicable, include complete course of study to be pursued, with an explanation of course content. Attach additional pages and supporting documentation as necessary.

**BENEFIT OF LEAVE:** Explain the benefit to the District of the proposed leave.

**WORK SCHEDULE:** Indicate your current work schedule:

MON From: \_\_\_\_\_ To: \_\_\_\_\_ THU From: \_\_\_\_\_ To: \_\_\_\_\_ SUN From: \_\_\_\_\_ To: \_\_\_\_\_  
TUE From: \_\_\_\_\_ To: \_\_\_\_\_ FRI From: \_\_\_\_\_ To: \_\_\_\_\_  
WED From: \_\_\_\_\_ To: \_\_\_\_\_ SAT From: \_\_\_\_\_ To: \_\_\_\_\_

**LENGTH OF REQUESTED LEAVE:** Indicate the dates for period(s) of requested leave. Leave may not exceed 240 hours for 100% employment (pro rata for less than 100% employment) and must be taken within one fiscal year.

<b>DATES OF LEAVE</b>		<b>LEAVE HOURS PER DAY</b>	<b>TOTAL HOURS OF LEAVE</b>
From: _____	To: _____	_____	_____
From: _____	To: _____	_____	_____

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

APPROVAL - IMMEDIATE MANAGEMENT SUPERVISOR \_\_\_\_\_ DATE \_\_\_\_\_

APPROVAL - SITE CEO/ DESIGNEE \_\_\_\_\_ DATE \_\_\_\_\_

EMPLOYEE ONLY	Emp %	BA	Dept.Lv	Approval
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Submit Completed Application to Your Immediate Management Supervisor

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**CLASSIFIED EMPLOYEE REQUEST FOR VOLUNTARY TRANSFER**

EMPLOYEE NAME: \_\_\_\_\_

LOCATION: [ ] CC [ ] FC [ ] WIL [ ] ANAHEIM CAMPUS WORK TELEPHONE: \_\_\_\_\_

DIVISION: \_\_\_\_\_ DEPT: \_\_\_\_\_

CURRENT CLASSIFICATION: \_\_\_\_\_ SALARY RANGE: \_\_\_\_\_

I understand that I may request a transfer to another position in my current classification or to a classification in the **same** salary range as my current classification for which I meet the minimum qualifications. (Job description available from the District Office of Human Resources upon request.)

I further understand that my request will be considered only with respect to those classification(s), locations(s) and division(s)/department(s) I have indicated below. Upon notification of a vacancy, I may request and submit, within five (5) working days, a completed District application form.

I understand that this request form will be retained by the District Office of Human Resources and will remain valid for **one year** from the date of submission or until I am transferred to a requested position, whichever occurs first.

**Please consider my request for transfer for the following classification(s) and to the following location(s), department(s)/division(s):**

CLASSIFICATION	HR USE ONLY (range)	LOCATION	DIVISION / DEPT	Do you want to be interviewed for this position?
				[ ] YES [ ] NO
				[ ] YES [ ] NO
				[ ] YES [ ] NO
				[ ] YES [ ] NO

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

HR USE ONLY	Submission Date:	Valid Through:
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**North Orange County Community College District  
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION  
(PERMANENT)**

Employee Name:	Job Title:
Location and Department:	Date of Evaluation:

**PART I. PERFORMANCE STANDARDS**

Evaluator appraisals of performance are indicated by the following symbols:

**A** - Performance exceeds standards    **B** - Performance meets standards    **C** - Performance needs improvement

Plus (+) and minus (-) ratings may be utilized for further clarification.

Job-specific performance standards related to the current evaluation period may be described and discussed under the "comments" section of each category. Performance reflecting special strength in an area should also be recorded under "comments" for the purpose of employee commendation.

Where a "B-" or "C" rating is indicated, example(s) of behavior(s) relating to the relevant area(s) of the performance standard must be recorded under "comments." Cited examples must be descriptive and specific. **Any recommendations for improvement must be entered in Part II of this form. Where a "C" rating is indicated, recommendations for improvement must be entered in PART II of this form.**

**1. QUALITY OF WORK:**            Consider the employee's knowledge of the job and the extent to which the employee's work performance is competent, accurate, neat, well organized, thorough and timely.

<b>Overall Rating</b>  <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	<b>Comments:</b>  
---	--------------------------

**2. QUANTITY OF WORK:**            Consider the extent to which the employee's work productivity meets reasonable standards.

<b>Overall Rating</b>  <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	<b>Comments:</b>  
---	--------------------------

**North Orange County Community College District  
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**

Employee Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

**PART I. PERFORMANCE STANDARDS, CONTINUED**

**3. WORK HABITS:** Consider the extent to which the employee complies with rules, regulations, instructions, safety procedures, the CSEA agreement, and takes proper care of equipment.

<b>Overall Rating</b>	<b>Comments:</b>
<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

**4. ATTENDANCE:** Consider the extent to which the employee shows good daily attendance and is punctual by District standards.

<b>Overall Rating</b>	<b>Comments:</b>
<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

**5. PERSONAL QUALITIES:** Consider the extent to which the employee uses good judgment, demonstrates professionalism, shows initiative, adapts to emergency and new situations, and works without immediate supervision (if applicable).

<b>Overall Rating</b>	<b>Comments:</b>
<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

**6. RELATIONSHIP WITH OTHERS:** Consider the extent to which the employee works as part of the team and works effectively and courteously with fellow employees, students and the public.

<b>Overall Rating</b>	<b>Comments:</b>
<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

**7. LEADERSHIP QUALITIES:** Consider the extent to which the employee exhibits, in compliance with the CSEA Agreement, leadership, fairness and judgment in making decisions and assigning work, and in communicating effectively.

<b>Overall Rating</b>	<b>Comments:</b>
<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

**North Orange County Community College District  
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**

Employee Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

**PART II. RECOMMENDATIONS FOR IMPROVEMENT**

**Recommendation #                      Cite Related Performance Standard (e.g., Part I, #1):**

**Recommendation, including specification of the area needing improvement:**

**Time line for addressing this recommendation:**

**Criteria for determining compliance or satisfactory performance with respect to this recommendation:**

**Recommendation #                      Cite Related Performance Standard (e.g., Part I, #1):**

**Recommendation, including specification of the area needing improvement:**

**Time line for addressing this recommendation:**

**Criteria for determining compliance or satisfactory performance with respect to this recommendation:**

**ATTACH DUPLICATE PAGES AS NECESSARY FOR ADDITIONAL RECOMMENDATIONS**

**North Orange County Community College District  
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**

Employee Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

**PART III. EXPECTATIONS FOR NEXT EVALUATION**

Indicate potential changes in the emphasis of the employee's duties which may serve as the basis for the next evaluation.

**PART IV. EVALUATION RESPONSE - TO BE COMPLETED BY EMPLOYEE  
(OPTIONAL)**

Respond to the Immediate Management Supervisor's assessments and/or recommendations for improvement, as warranted for purposes of clarification, explanation of mitigating circumstances, etc. Attach additional pages as necessary.

**North Orange County Community College District  
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**

Employee Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

**PART V. CERTIFICATION**

I have reviewed this evaluation with my Immediate Management Supervisor and have been provided with a copy of this evaluation. My signature acknowledges that I have received this evaluation but does not necessarily imply that I agree with the evaluation.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervising Faculty Coordinator/Bargaining Unit Lead (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Management Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Site CEO/Designee Signature

\_\_\_\_\_  
Date

**PART VI Waiver of Self-Evaluation**

I waive my opportunity to complete a self-evaluations. I understand that my evaluations will be completed without my input. My signature below satisfies the provisions of Article 19.1.3.1.3.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**North Orange County Community College District**  
**CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**  
**(PROBATIONARY)**

Employee Name:	Job Title:
Location and Department:	Date of Evaluation:

**PART I. PERFORMANCE STANDARDS**

Evaluator appraisals of performance are indicated by the following symbols:

**A** - Performance exceeds standards    **B** - Performance meets standards    **C** - Performance needs improvement

Plus (+) and minus (-) ratings may be utilized for further clarification.

Where a "B-" or "C" rating is indicated, example(s) of behavior(s) relating to the relevant area(s) of the performance standard must be recorded under "comments." Cited examples must be descriptive and specific.

Performance reflecting special strength in an area should also be recorded under "comments" for the purpose of employee commendation.

**1. QUALITY OF WORK:**            Consider the employee's knowledge of the job and the extent to which the employee's work performance is competent, accurate, neat, well organized, thorough and timely.

<b>Rating</b>	<b>Comments and recommendations:</b>
[ ] A	
[ ] B	
[ ] C	

**2. QUANTITY OF WORK:**            Consider the extent to which the employee's work productivity meets reasonable standards.

<b>Rating</b>	<b>Comments and recommendations:</b>
[ ] A	
[ ] B	
[ ] C	

**3. WORK HABITS:**            Consider the extent to which the employee complies with rules, regulations, instructions, safety procedures, the CSEA agreement, and takes proper care of equipment.

<b>Rating</b>	<b>Comments and recommendations:</b>
[ ] A	
[ ] B	
[ ] C	

**4. ATTENDANCE:**            Consider the extent to which the employee shows good daily attendance and is punctual by District standards.

<b>Rating</b>	<b>Comments and recommendations:</b>
[ ] A	
[ ] B	
[ ] C	



## PART I. PERFORMANCE STANDARDS, CONTINUED

**5. PERSONAL QUALITIES:** Consider the extent to which the employee uses good judgment, demonstrates professionalism, shows initiative, adapts to emergency and new situations, and works without immediate supervision (if applicable).

<b>Rating</b>  <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	<b>Comments and recommendations:</b>
---	--------------------------------------

**6. RELATIONSHIP WITH OTHERS:** Consider the extent to which the employee works as part of the team and works effectively and courteously with fellow employees, students and the public.

<b>Rating</b>  <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	<b>Comments and recommendations:</b>
---	--------------------------------------

**7. LEADERSHIP QUALITIES:** Consider the extent to which the employee exhibits, in compliance with the CSEA Agreement, leadership, fairness and judgment in making decisions and assigning work, and in communicating effectively.

<b>Rating</b>  <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	<b>Comments and recommendations:</b>
---	--------------------------------------

## PART II: CERTIFICATION

I have reviewed this evaluation with my Immediate Management Supervisor and have been provided with a copy of this evaluation. My signature does not necessarily imply agreement with this evaluation.

Employee Signature	Date
Supervising Faculty Coordinator/Bargaining Unit Lead (if applicable)	Date
Immediate Management Supervisor Signature	Date
Site CEO/Designee Signature	Date

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**INSTRUCTIONS TO GRIEVANT:**  
 Submit the original and two (2) copies of this form and any attachments to the Vice Chancellor of Human Resources. Retain a copy for your files.

**STEP ONE GRIEVANCE FORM**  
**Classified Employee**

All references to DAYS mean days on which the administrative offices are open for regular business.

Grievant's Name	Job Title	Location
Home Mailing Address	Immediate Manager Supervisor	
City	ZIP	Grievant's Representative
Home Telephone	Work Telephone	Representative's Address and Telephone

**DATE OF VIOLATION:** Indicate the date of the alleged violation which is the basis for this grievance:

**DESCRIPTION OF GRIEVANCE:** Specify the provision(s) of the Agreement between CSEA and the District alleged to have been violated. Describe the nature of the violation, including dates, names, facts and details. Attach additional pages as necessary.

**INFORMAL RESOLUTION:** Have you attempted to resolve this grievance informally?     YES     NO

If yes, with whom?     Immediate Management Supervisor     Vice Chancellor of Human Resources/Designee

Date you first contacted the above about this grievance: \_\_\_\_\_ Date of informal meeting: \_\_\_\_\_

**REMEDY REQUESTED:**

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DISTRICT RESPONSE TO STEP ONE OF GRIEVANCE:**

\_\_\_\_\_

**Authorized District Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Notice to Grievant: The Step Two Grievance Form is included with this response. If you are not satisfied with this response and wish to proceed to the next level, you must submit a completed Step Two Grievance Form within ten (10) days of receipt of this response.

<b>HR USE ONLY</b>	Received:	Within 25 days/Violation <input type="checkbox"/> YES <input type="checkbox"/> NO	Informal within 20 days/Violation <input type="checkbox"/> YES <input type="checkbox"/> NO	To CSEA / IMS:
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**STEP TWO GRIEVANCE FORM**  
**Classified Employee**

**INSTRUCTIONS TO GRIEVANT:**

Submit the original and two (2) copies of this form and any attachments to the Vice Chancellor of Human Resources.  
Retain a copy for your **files**

All references to DAYS mean days on which the administrative offices are open for regular business.

\_\_\_\_\_  
Grievant's Name

\_\_\_\_\_  
Date District Response to Step One Received

**I hereby appeal the District's response to Step One of the grievance procedure:**

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

**DISTRICT RESPONSE TO STEP TWO OF GRIEVANCE:**

\_\_\_\_\_  
Authorized District Signature

\_\_\_\_\_  
Date

Notice to Grievant: The Step Three Grievance Form is included with this response. If you are not satisfied with this response and wish to proceed to the next level, you must submit a completed Step Three Grievance Form within ten (10) days of receipt of this response.

<b>HR USE ONLY</b>	Received:	Within 10 days/Step One	Meeting Date with Grievant:	To CSEA / IMS:
		[ ] YES [ ] NO		

North Orange County Community College District

**STEP THREE GRIEVANCE FORM**  
**Classified Employee**

**INSTRUCTIONS TO GRIEVANT:**  
 Submit the original and two (2) copies of this form and any attachments to the Vice Chancellor of Human Resources. Retain a copy for your files.

All references to DAYS mean days on which the administrative offices are open for regular business.

Grievant's Name \_\_\_\_\_

Date District Response to Step Two Received \_\_\_\_\_

**SELECT ONE OF THE FOLLOWING OPTIONS BY MARKING THE APPROPRIATE BOX:**

**OPTION 1: REQUEST FOR CONCILIATION**

The District and CSEA will mutually arrange for a conciliator. If the conciliator is unable to resolve the issue, the grievant may utilize OPTION 3 if selected within ten (10) days of the unresolved conciliation attempt.

**OPTION 2: REQUEST FOR BINDING ARBITRATION**

(Requires CSEA concurrence. If CSEA declines the request, grievant may utilize OPTION 3 if selected within thirty (30) days of the District's response to Step Two.)

**FOR CSEA USE ONLY**

CSEA concurs with the request for binding arbitration (to be submitted within thirty (30) days of Step Two response).

CSEA does not concur with the request for binding arbitration.

\_\_\_\_\_  
 Signature of Grievant                      Date

\_\_\_\_\_  
 Authorized CSEA Signature                      Date

**OPTION 3: APPEAL TO BOARD OF TRUSTEES**

(Attach written statement of appeal)

Written appeal must be submitted within ten (10) days of the District's response to Step Two if OPTION 1 or OPTION 2 is not selected; OR within ten (10) days of the unresolved conciliation attempt if OPTION 1 is selected; OR within thirty (30) days of the District's response to Step Two if OPTION 2 is selected and CSEA declines the request for binding arbitration.

\_\_\_\_\_  
 Signature of Grievant                      Date

HR USE ONLY	Received:	Within 10 days/Step Two <input type="checkbox"/> YES <input type="checkbox"/> NO	Step Two Issued:	To CSEA / IMS:
OPTION 1	Conciliator:	Start Date:	End Date:	<input type="checkbox"/> Summary Attached
OPTION 2	Arbitrator :	Hearing Date:	Findings Issued:	<input type="checkbox"/> Findings Attached
OPTION 3	Appeal Received:	BOT Date:	Response Issued:	<input type="checkbox"/> Response Attached

\_\_\_\_\_  
 District Authorized Signature

\_\_\_\_\_  
 Date



## NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CATASTROPHIC LEAVE REQUEST FORM

**A. EMPLOYEE INFORMATION**

Name		Banner ID	
Position Title			
Campus		Department	
Work Phone		Home/Cell Phone	

**B. IF YOU WISH TO REQUEST CATASTROPHIC LEAVE** (Complete sections A & B and send to HR)

Catastrophic illness or injury is defined as a serious, debilitating physical illness or injury, as certified by a licensed physician, that:

- Incapacitates the Unit Member so that the Unit Member is not able to report to work and prohibits the Unit Member from working a regular schedule for an extended period of time of not less than four (4) weeks; and
- Causes the Unit Member to exhaust all of the Unit Member’s available regular sick leave, supplemental sick leave (“half-days”), compensatory (“comp”) time, and vacation time, and any other paid leave time.

I wish to request \_\_\_\_\_ hours of catastrophic leave. (Please attach explanation of requested leave)

From \_\_\_\_\_ to \_\_\_\_\_  
*Estimated duration of absence not to exceed twelve (12) consecutive calendar months*

I estimate that I will exhaust all of my accrued paid leave on \_\_\_\_\_

**Eligibility Requirements:**

- A Unit Member is eligible to participate after completing eighteen (18) full months of service with the District.
- The condition for which the leave is requested must constitute a verified and approved catastrophic illness or injury as defined in the collective bargaining agreement.
- A Unit Member must be in paid status at the time the request is made.
- At the onset of the catastrophic illness or injury for which the leave is requested, the Unit Member must have at least 80 hours of available regular sick leave if full-time, or a proportionate share prorated by the percentage of employment, if less than full-time.
- The Unit Member must not have been disciplined for misuse or inappropriate use of leave within the past two (2) years prior to the request.
- The Unit Member must not have used Catastrophic Leave within the previous eighteen (18) months of employment with the District.
- The Unit Member is not receiving disability benefits or Worker’s Compensation payments.

The request must include a physician’s certification that the Unit Member is unable to report for work as a result of the catastrophic illness or injury, the nature of the injury or illness, the date of onset and the expected date on which the employee will be medically able to return to work. The request must be submitted no later than thirty (30) calendar days prior to the expiration of the Unit Member’s supplemental sick leave (“half-day”) benefits. ***Please refer to Section 15.13 of the collective bargaining agreement for more information.***

Signature		Date

**HUMAN RESOURCES / PAYROLL USE ONLY**

Date Request Received		HR Approved		HR Denied	
Comments				Total Number of Hours	



## NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CATASTROPHIC LEAVE DONATION FORM

**A. EMPLOYEE INFORMATION**

Name		Banner ID	
Position Title			
Campus		Department	
Work Phone		Home/Cell Phone	

**B. IF YOU WISH TO DONATE LEAVE** (Complete sections A & B and send to HR)

I understand the terms and conditions of the Catastrophic Leave Program and I wish to donate sick leave and/or vacation leave as specified below. I understand that I must have completed eighteen (18) full months of service to participate, and I must donate sick or vacation leave in increments of eight (8) hours with a maximum donation of no more than fifty (50) percent of my annual entitlement.

Further, at the time of donation, I must have a remaining balance of at least 80 hours of sick leave or a proportionate share prorated by the percentage of employment, if less than full-time. I also understand that **all donations accepted and processed are voluntary and irrevocable per section 15.3.6 of the collective bargaining agreement.**

Donations will be deposited to the Catastrophic Leave Bank. I authorize the District to deduct the specified amount from my leave balance(s).

I wish to donate \_\_\_\_\_ sick leave hours      I wish to donate \_\_\_\_\_ vacation leave hours

*Please refer to Section 15.13.6 of the collective bargaining agreement for more information. Please Note: You may be eligible to use earned sick leave for service credit upon retirement. Please check with CalPERS prior to making your donation.*

Signature – Authorizing Deduction		Date

**HUMAN RESOURCES / PAYROLL USE ONLY**

Date Request Received		HR Approved		HR Denied	
Comments				Total Number of Hours	