
CSEA

Collective

Bargaining

Agreement

2012-2015

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ARTICLE I: AGREEMENT, CONDITIONS, SAVINGS AND DURATION

- 1.1 AGREEMENT:** This Agreement is made and entered into this 22nd day of January 2013 by and between Barstow Community College District, hereinafter sometimes referred to as the “District”, the “Governing Board”, or the “Board of Trustees”, and the California School Employees Association and its Chapter 176, hereinafter sometimes referred to as the “Association”, “CSEA”, or “Bargaining Unit.”
- 1.2 SAVINGS CLAUSE:** If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by a court of competent jurisdiction which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.
- 1.3 MUTUAL CONSENT:** This Agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement, ratified by the Board of Trustees of the District and the membership of the Association.
- 1.4 SUPERSESSSION:** The provisions of this Agreement shall be considered part of the established policies of the Governing Board. To the extent this Agreement is inconsistent or contrary with established policies, rules, regulations or practices of the Board of Trustees or Administration, this Agreement shall supersede and be controlling.
- 1.5 LENGTH OF AGREEMENT:** This Agreement shall become effective on July 1, 2012 and shall continue in effect through June 30, 2015.

1.5.1 Ratification by the Association on January 31, 2013 is affirmed by the signature of the Association's Chief Negotiator below:

Association’s Chief Negotiator

Date

1.5.2 Ratification by the Board of Trustees on March 20, 2013 is affirmed by the signature of the District's Chief Negotiator below:

District’s Chief Negotiator

Date

1.6 EXTENSION OF TERMS: At the conclusion of this contract, the terms contained herein will remain in force until a new contract is ratified by both parties, or is unilaterally implemented by the District at the conclusion of statutorily mandated impasse procedure.

The District and CSEA agree to meet and negotiate on a new contract in accordance with Government Code section 3547 et seq.

1.7 If both parties agree to any clarification or modification of current contract language, it will be documented in a Memorandum of Understanding.

ARTICLE II: RECOGNITION

- 2.1 ACKNOWLEDGMENT:** The District confirms its recognition of CSEA Chapter 176 as the exclusive bargaining representative for those members of the classified service holding positions described in Appendix A.
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ARTICLE III: BARGAINING UNIT MODIFICATION

- 3.1** All newly created classified positions having a distinct and identifiable community of interest with the Bargaining Unit as described in Appendix A, except those that are lawfully certified management, supervisory, or confidential shall be assigned to the Bargaining Unit. For informational purposes only, the District will provide CSEA and its Chapter 176 with job descriptions of newly created management, supervisory or confidential positions.
- 3.2** The District shall confer with the Association to determine whether there is agreement on a position which is proposed to be removed from the Bargaining Unit and elevated to a confidential, supervisory or management position, the final determination will be made by the Public Employees Relations Board. The affected job description will remain unchanged until the final determination is made by the Public Employees Relations Board.
- 3.3** If any positions are hired and classified as “restricted” as defined in Education Code Section 8005 (b), the District and CSEA will meet and negotiate the effect these employees will have on bargaining unit.
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ARTICLE IV: EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY

- 4.1 NO DISCRIMINATION:** In accordance with applicable law, the District and the Association agree not to discriminate against any staff member covered by this Agreement or against any applicant for any position covered by this Agreement on account of color, sex, race, creed, age, gender, religion, marital status, pregnancy, national origins, medical condition, sexual orientation, physical or mental disability, physical characteristics, or any other protected category. Nothing in this section is intended to countermand any guidelines or requirements of the Fair Employment Practice Commission (FEPC), or other applicable laws or regulations of the State or Federal government.
- 4.2 NO COERCION:** The District and the Association agree not to interfere with the right of employees covered by this Agreement to become or not become members of the Association and that there shall be no discrimination against any employee covered by this Agreement because of Association membership or non-membership, or because of lawful union activity.

ARTICLE V: ORGANIZATIONAL SECURITY AND CHECK OFF

ORGANIZATIONAL SECURITY: This Article protects the rights of individual employees without restricting CSEA's right to require every bargaining unit member, except those who are exempt from these provisions, to pay a fair share service fee.

- 5.1 Except as expressly stated herein, all bargaining unit members who do not maintain membership in good standing in CSEA are required, for the duration of this Agreement, and as a condition of continued employment, to pay service fees to CSEA in amounts that do not exceed the periodic dues of CSEA.
- 5.2 Bargaining unit members shall not be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the bargaining unit member first comes into the bargaining unit.
- 5.3 Any unit member who is not a member of the Association or does not make application for membership in the Association within thirty (30) days from the date of commencement of assigned duties within the bargaining unit shall become a member of the Association or pay to the Association a fair share service fee in an amount equal to that amount authorized by Section 3540.1 of the Government Code.
- 5.4 In the event a unit member does not pay a service fee directly to the Association (CSEA) or authorize payment through payroll deduction, the Association may request in writing that the District immediately begin automatic payroll deduction as provided in Education Code Section 88167. There shall be no charge to the Association for such mandatory fair share service fee deductions.
- 5.5 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to join, maintain membership in, or pay service fees to CSEA shall not be required to join, maintain membership in, or financially support an employee organization as a condition of employment. However, such bargaining unit members shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to a non-religious, non-labor charitable organization exempt from taxation under Section 510 (c) (3) of Title 26 of the United States Internal Revenue Code. No exemption is authorized unless the bargaining unit member makes a written request to CSEA's legal department and the District receives notification from CSEA that the exemption has been verified by CSEA.
- 5.6 The District shall make deductions for dues, service fees, or payment to a charity in accordance with the CSEA dues and service fee schedule from wages of all employees who are members of the bargaining unit. Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

The District shall deduct and remit to CSEA service fees for each bargaining unit member who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this Agreement, unless CSEA notifies the District office that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

- 5.7 The District agrees to remit each month the dues and service fees to CSEA accompanied by an alphabetical list of unit members and home addresses, for whom such deductions have been

made, indicating new employees as required by Government Code Section 3546 (f).

- 5.8** The Association's sole and exclusive obligation under this Article is to notify any unit member who has failed to comply with the provisions of this Article that, as a condition of employment in the Barstow Community College District, such unit member must either become an Association member, pay a fair share service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement.
- 5.9** No individual unit member may file a grievance regarding implementation of Article 5, Organizational Security. Any dispute as to the amount of the fair share service fee shall be resolved pursuant to the regulation of the Public Employment Relations Board.
- 5.10** The Association and CSEA agree to indemnify and hold the District harmless against any and all liabilities, claims, or actions which may be brought against said District or the District Board of Trustees, individually or collectively, its officers, employees and agents, including reimbursement for all cost, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings arising out of or in connection with this Article.

ARTICLE VI: EMPLOYEE RIGHTS

6.1 MAINTENANCE OF RIGHTS: Employee shall be afforded rights in accord with, and as provided by, California Education Code, Sections 87031 and 88013.

6.2 PERSONNEL FILES:

6.2.1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

6.2.2 Materials placed in a unit member's personnel file which reference conduct that is more than two years old cannot be used in support of establishing cause for discipline.

6.2.3 Materials in a personnel file may not include ratings, reports, or records which: (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

6.2.4 Every employee shall have the right to inspect such materials upon request provided that the request is made at a time when such a person is not actually required to render services to the employing district.

6.2.5 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction. The employee has the right to request a CSEA representative to be present during the review of the employee's personnel file. The scheduling and extent of such review must be consistent with the employee's own right set out in the Education Code. The written consent shall specify time frame and general reason for review.

6.3 GRIEVANCES: A Bargaining Unit member shall have the right to file a grievance without interference, coercion, or reprisal from the District or the employee's supervisor.

6.4 CONSTRUCTIVE WORKING RELATIONSHIP:

The District and Association acknowledge the importance of promoting a constructive working relationship between management/supervisory personnel and bargaining unit members. A constructive working relationship is achieved, in part, through communication that is considered respectful and professional between employees. Discourteous, offensive, or abusive conduct or language used toward another employee, regardless of position in the District, is not acceptable.

6.5 NEW EMPLOYEES:

6.5.1 Within thirty (30) days of initial hire, the District will provide an orientation for new classified employees. The orientation will include information regarding health insurance, leave forms, time cards, job descriptions, the college organization and other college processes and procedures, and the location on the District's website of the current collective bargaining agreement and the District's Board Policies and Regulations. In addition, each new employee will be given CSEA membership forms and notice of assignment. Information on accessing college documents such as the Participatory Governance Handbook, Emergency Action Plan, Illness Prevention Plan and others will also be provided.

6.5.2 Newly hired probationary unit members shall serve a probationary period of twelve (12) months. For probationary evaluation procedures see Article 16.2.

6.6 GRIEVANCE MATERIALS: All formal grievance materials shall be kept in a separate central file away from the employee's permanent personnel file.

ARTICLE VII: DISTRICT RIGHTS

7.1 DISTRICT RIGHTS: It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to:

7.1.1 Determine its organization (chart). The District will notify unit members and the Association prior to any change in supervisor. The parties recognize that circumstances may arise when such notice cannot be given as mentioned herein but will be provided as soon as it is known.

7.1.2 Direct the work of its employees.

7.1.3 Determine the time and hours of college operations.

7.1.4 Determine the kinds and levels of services to be provided.

7.1.5 Establish policies, goals, and objectives.

7.1.6 Determine staffing patterns and the number and kinds of personnel required.

7.1.7 Build, move, or modify facilities.

7.1.8 Establish budget procedures and determine budgetary allocation.

7.1.9 Determine the method of raising revenue.

7.1.10 The District retains the right to hire, classify, assign, evaluate, promote, transfer, layoff, reduce hours, terminate and discipline employees within the limits of the EERA (Govt. Code §§ 3540 et seq.) and this Agreement.

7.1.11 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District shall be limited only by the specific and express terms of this Agreement, and any rights not addressed herein are left to the exclusive determination of the District.

Additionally, the District's failure to exercise any rights reserved to it through terms of this Agreement shall not be considered a waiver of the District's right to exercise such right or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

7.1.12 The District retains its right to suspend policies and practices referred to in this Agreement during an emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board of Trustees.

ARTICLE VIII: ORGANIZATIONAL RIGHTS AND OBLIGATIONS

- 8.1 ASSOCIATION RIGHTS:** Chapter 176 of the California School Employees Association (CSEA), through its appointed or elected representatives, shall have the following rights, and the Association and its members shall have those obligations stated in this Article and elsewhere in this Agreement.
- 8.2** The Association may assign a maximum number of three (3) persons to serve as Job Stewards. The Association agrees to furnish and maintain an up-to-date list of such Job Stewards and Association Officers (President, Vice President) for the District (Human Resource Development Office).
- 8.3** A Job Steward or an Association Officer (President and Vice President) shall have reasonable right of access to areas where employees work for purposes of preparing and processing grievances or other rights granted by Section 3543.1 of the Government Code to employee organizations.
- 8.4 COMMUNICATION:**
- 8.4.1 Bulletin Boards:** Subject to the conditions set out in Sections 8.1.3.3 and any limitations established by applicable law, the Association shall have the use of a District-designated bulletin boards in the Administration Building.
- 8.4.2 Mailboxes:** Subject to the conditions set out in Sections 8.1.3.3 and any limitations established by law, the Association shall have the right to use the college mail distribution services and the mailboxes for Association communications. The Association shall package and label materials for convenient handling according to normal specifications of the campus, which shall be communicated upon request by CSEA. The author or sponsor shall appear on all materials sent through the campus mail service by CSEA together with a designated authorization by the Association President.
- 8.4.3** A copy of material posted on the District-designated bulletin board by CSEA, intended for general distribution to bargaining unit members through the campus mail services, or an attachment to campus e-mail, shall be provided to the District President. The Association should exercise responsibility for the content of such material consistent with provisions of Section 6.1.7 of this Agreement and any applicable laws or regulations.
- 8.5** The Association shall have the right to receive two (2) copies of any budget or public record financial material submitted at any time to the Governing Board.
- 8.6** The Association shall have the right of paid release time of CSEA members to attend local meetings called by the CSEA President. Such meetings are to be limited to one meeting per month. This meeting will be the monthly chapter meeting which will meet on a regularly set schedule. An additional monthly meeting will be set at the discretion of CSEA on an as-needed basis or at the District's request, not to exceed 6 additional meetings per year. The District will provide use of facilities for these meetings. The Association intends to maintain support services to the District during these meeting times. The Association agrees to notify supervisors

at least 24 hours in advance of any Association meeting. No meeting called under this section shall last for more than one hour.

During the period of time negotiations are being conducted, the CSEA team may meet with a unit member to discuss issues needing follow-up for a future negotiation meeting. A maximum of one hour per week release time shall be provided for this purpose.

- 8.7** The Chapter President, or designee, shall have the right to release time to attend Board of Trustees meetings for the purpose of representing the Bargaining Unit employees when Governing Board meetings are held during normal working hours. A representative of the Association may address the Board on an agenda item or other matters of interest that are within the subject matter jurisdiction of the Board. In addition, the Association will be given the opportunity to make a report to the Board during the “Other Business/Reports” portion of the agenda. The Association acknowledges that the opportunity to address the Board described herein does not include the right to engage the Board in discussion on matters subject to the negotiations process. Likewise, the District acknowledges the right of the Association to comment on the status of negotiations or other matters related to employer-employee relations.
- 8.8** During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which CSEA is the exclusive representative and which is within its scope of representation. The District further agrees not to negotiate with any individual of the Bargaining Unit on any matter within CSEA's scope of representation. CSEA agrees not to negotiate privately or individually with the Board of Trustees, or any persons not officially designated by the District to act on its behalf and agrees neither CSEA, its officers, nor agents will attempt to negotiate privately or individually with the Governing Board, or any persons not officially designated by the Governing Board as its representative.
- 8.9** The District agrees that a representative of CSEA will be allowed to participate in the District Calendar Committee.
- 8.10** The Association shall have reasonable use of office equipment, when available, to produce notices and/or publications. The operator must be qualified to operate such equipment and can do so only during non-duty time. Postage will be paid by CSEA and supplies furnished by the District.

ARTICLE IX: HOURS AND OVERTIME

9.1 WORKWEEK AND WORKDAY: The workweek and workday shall be in accordance with Education Code, Sections 88026, 88027, 88028, 88030 and 88180.

9.2 Where the needs of the District and/or convenience of the employee call for straight-time shifts of other than five-day week, eight hours a day or four-day week, 10 hours a day, such other shifts may be assigned with the mutual agreement of the District and the employee(s) in question.

9.3 LUNCH PERIODS: Except as provided for in this section, all employees covered by this Agreement who work more than five hours shall be entitled to an unpaid duty-free lunch period. When a work period of not more than six hours will complete the day's work, the meal period may be waived by mutual consent of the District and employee. The length of such lunch period shall be determined by the District for each position and shall not be more than one hour, or less than one-half hour. An employee required to work over five hours without a lunch period shall be entitled to overtime for the amount of the time customarily assigned for lunch.

9.4 REST PERIODS:

9.4.1 All employees covered by this Agreement shall be granted rest periods, as designated by the supervisor, which, insofar as practicable, shall be about the middle of each work period, at the rate of fifteen minutes out of four hours worked. These breaks may not be used to shorten the day at either end.

9.4.2 If the supervisor directs that an employee forego the rest period, the employee is entitled to overtime for the fifteen minutes of that four-hour work period. If the employee neglects to take, or elects not to take such rest period, no responsibility accrues to the District.

9.5 OVERTIME AND COMPENSATORY TIME:

Overtime: Overtime is governed per Ed. Code 88027. Overtime hours do not affect fringe benefits; nor do overtime hours count toward vacation, longevity, completion of probation, or step advances. Overtime shall be paid on the basis of time worked after regular time in increments of the quarter (1/4) hour, or any fraction thereof. The supervisor will provide prior written authorization for overtime, which can be in the form of the overtime request form, an email, or a text message. (*Revised October 15, 2014*)

9.5.1.1 All overtime hours (except for those worked on holidays) shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

9.5.1.2 Hours worked on a holiday (which is not overtime) shall be compensated at the rate of two and one-half (2½) times the employee's regular rate of pay.

9.5.1.3 Overtime worked on holidays shall be compensated at three and one-half (3½) times the employee's regular rate of pay.

Compensatory Time: Compensatory time accrued shall not exceed forty hours. When compensatory time is authorized in lieu of cash compensation, such compensatory time off shall be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services rendered by the district. Should the needs of the district prevent the employee from taking compensatory time within the 12 month time period, the compensatory time shall be paid out. Compensatory hours do not affect fringe benefits; nor do compensatory hours count toward longevity, completion of probation, or step advances. Compensatory time shall be calculated on the basis of time worked after regular time in increments of the quarter (1/4) hour, or any fraction thereof. The supervisor will provide prior written authorization for overtime, which can be in the form of overtime request form, an email or a text message. *(Revised October 15, 2014)*

9.5.2.1 Compensatory time in lieu of overtime (except that accrued on holidays) shall be accrued at the rate of one and one-half (1½) times the hours worked. *(Revised October 15, 2014)*

9.5.2.2 Compensatory time accrued on holidays shall be compensated at three and one-half (3½) times the hours worked.

9.5.2.3 Compensatory time accrued in lieu of straight time shall be accrued at the rate of one (times) the hours worked. Straight time is defined as hours worked up to forty during an employee's regularly scheduled work week. Hours worked on the sixth and seventh consecutive days are not considered straight time. *(Added October 15, 2014)*

9.5.3 If a classified employee chooses to attend a conference/workshop, etc., which lasts beyond the normal work day or work week, as defined in Education Code Section 88027, no overtime or compensatory time shall accrue for such hours. If the District requires attendance at a conference/ workshop etc., which exceeds the normal work day or work week, the employee will receive overtime; however the supervisor may offer the employee the option of compensatory time for those hours of scheduled conference activities and actual travel to and from the conference location. Travel request forms are a district requirement for all travel, and therefore are not an employee request to attend a workshop. *(Revised October 15, 2014)*

9.6 SHIFT DIFFERENTIAL COMPENSATION:

9.6.1 Any employee in the Bargaining Unit whose assigned work shift has four or more hours between 5:00 p.m. to midnight shall be paid a shift differential premium of sixty-five cents (\$.65) per hour above the regular rate of pay for all hours of the shift worked which includes a duty-free meal period of not less than 1/2 hours within the 5:00 p.m. to midnight period (see Ed. Code 88180b).

9.6.2 Any employee in the Bargaining Unit whose assigned work shift has two or more hours

between midnight and 7:00 a.m. will be paid a shift differential premium of seventy-five cents (\$.75) per hour above the regular rate of pay for all hours of the shift worked which includes a duty-free meal period of not less than 1/2 hour within the midnight to 7:00 a.m. period (see Ed. Code 88180[b]).

9.6.3 Any employee in the Bargaining Unit whose assigned work shift includes hours on a Saturday and/or Sunday shall be paid a shift differential premium of sixty-five cents (\$.65) per hour above the regular rate of pay for all hours of the shift worked which includes a duty-free meal period of not less than ½ hours (See Ed. Code 88180 [b]).

9.7 OVERTIME – EQUITABLE DISTRIBUTION: Overtime shall be distributed on a rotational and seniority basis among qualified employees within the affected job classifications in a department as specified in the notices of assignment who have not received an unsatisfactory rating at the last performance evaluation and taking into consideration the nature of the work to be performed and the needs of the District.

9.7.1 If an employee declines an assignment, s/he forfeits the opportunity in rotation until every employee within that classification by seniority has had an opportunity to accept the overtime work.

9.7.2 If no unit member within the job classification in a department are available, overtime shall be distributed as equitably as possible among qualified unit members who have not received an unsatisfactory rating at the last performance evaluation and taking into consideration the nature of the work to be performed and the needs of the District.

9.8 MINIMUM CALL-IN TIME: Any employee called in to work when that employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate under this Agreement. Any employee who is contacted while off work (not a scheduled work day) for the purpose of providing assistance and/or information to other employees that has been deemed necessary to complete an assignment or project and which takes more than fifteen (15) minutes to respond shall be paid for the actual time spent answering the call. In order for the call to be placed, the employee making the call must have received prior approval from either their immediate supervisor or a management level employee.

9.9 RIGHT OF REFUSAL:

9.9.1 An employee shall have the right to refuse an offer of, or request for, overtime, compensatory time, call back or call in time except in the case of an emergency. The declaration of emergency shall be the prerogative of the supervisor. An emergency is an unforeseen incident that threatens to halt, impede, or impair the operation of a department; at which time the employee is bound to comply.

9.9.2 The District has the right to determine if overtime is needed.

9.9.2.1 The District has the right to choose to offer compensatory time or overtime pay.

9.9.2.2 The supervisor will let the employee know which form of payment is offered at the time the employee is asked to work overtime.

9.9.2.3 The District has the right to refuse to allow an employee to work overtime should the employee refuse to accept the method of payment offered.

9.9.2.4 The employee has the right to refuse overtime under Article 9, Section 9.9 of the collective bargaining agreement.

9.9.2.5 If the employee would like to work for compensatory time and the supervisor will only offer overtime pay, the employee may refuse to work the overtime.

9.9.2.6 If the employee would like to work for overtime pay and the supervisor will only offer compensatory time, the employee may refuse to work the overtime.

9.9.2.7 The employee may also refuse to work overtime, whichever form of payment is offered, unless the supervisor declares an emergency.

9.10 If after offering any available overtime time to unit members, the District still has need for work to be completed, the District may, in compliance with Education Code Section 88003, utilize contracted employment from outside services to perform the work.

ARTICLE X: PAY AND ALLOWANCES

- 10.1 REGULAR RATE OF PAY:** The regular rate of pay for each position in the Bargaining Unit shall be in accordance with the rates established for each class, as provided for in Appendix B, which is attached hereto and, by reference, incorporated as part of this Agreement.
- 10.2 PAYROLL ERRORS:** Any payroll error or omission resulting in insufficient payment for an employee in the Bargaining Unit shall be corrected and a supplemental check issued within five (5) working days (see Ed. Code 88166). A reasonable repayment plan for any payroll error or omission resulting in an excess payment to an employee shall be negotiated between the District, the employee and the Association.
- 10.3 SPECIAL PAYMENTS:** Any payroll adjustment due an employee in the Bargaining Unit as a result of working out of class, re-computation of hours, or reasons other than procedural errors, shall be made on the next available payroll.
- 10.4 PAY INCREASES:** The District shall make a lump sum payment of any agreed-upon retroactive wage increase resulting from this Agreement at the earliest reasonable warrant date following the ratification of this Agreement by the Association and by the Board of Trustees of the District.
- 10.5 MEALS:** Any employee covered by this Agreement shall be reimbursed for actual and necessary meal expenses when on approved travel for the District, within the limits of Board policy, at the earliest reasonable warrant date.
- 10.6 MILEAGE:** Travel from one work site to another work site within the same work day shall be paid at the current IRS rate as a travel reimbursement. Employees who are assigned Ft. Irwin as their primary work site and who do not live at Ft. Irwin will receive a stipend of: \$200 per month for those employees who work 5 day weeks, \$160 per month for those employees who work 4 day weeks or \$10 per day for those employees who work less than 4 days a week. *(Revised October 15, 2014)*
- 10.7 LODGING:** Any employee in the Bargaining Unit, who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the District for the cost of such lodging within the limits of District policy.
- 10.8 LONGEVITY:** The District will add twenty-five (\$25) per month to the earnings of each employee with ten (10) years of continuous employment with the District, one hundred (\$100) after fifteen (15) years, and one hundred fifty (\$150) after twenty years of service. Longevity increases will take effect on July 1st following the anniversary date of hire with the District. *(Revised October 15, 2014)*
- 10.9 BILINGUAL/BILITERAL COMPENSATION:** The District will pay a bilingual/ bi-literal differential to Bargaining Unit members who work in areas which require bilingual conversation or bi-literal skills in a foreign language.
- 10.9.1** The District will pay a maximum of three (3) classified employees for utilization of their bilingual skills in a foreign language.

10.9.2 Designated Bargaining Unit members who demonstrate bilingual/bi-literal proficiency shall be compensated at \$600.00 per year, subject to the following conditions:

10.9.2.1 The bilingual and/or bi-literal skill is essential in performing job duties.

10.9.2.2 To be eligible, the Unit member must pass a bilingual and/or bi-literal test administered by the District, which will determine proficiency.

10.9.2.3 If there are more Bargaining Unit members within a Department passing the District administered test than eligible positions, then the person(s) who will be given first priority for receiving the compensation will be those who demonstrate both bi-literal and bilingual proficiency.

10.9.2.4 The District will administer the test in June of each year so that salary adjustments will be in effect July 1 of the upcoming fiscal year.

10.9.2.5 Once a Unit member has been determined proficient, he/she will be required to retest once every three years.

10.9.2.6 Based on needs, at least one bilingual/bi-literal employee will be placed at Fort Irwin and one on campus.

10.10 EDUCATIONAL STIPEND: The District will add the following stipend per month for Unit members who have the following:

AA/AS	=	\$100; or
Bachelor's Degree	=	\$200

Any degree earned must be from an accredited institution as recognized by one of the six regional accrediting agencies. A bargaining unit member will receive an education stipend for only the highest degree earned, and may receive a stipend for no more than one degree. A committee or academic counselor will review transcripts for eligibility. This adjustment will be effective the month after approval. The decision concerning eligibility is not grievable, but may be appealed to the Human Resources Department.

10.11 RELEASE OF WARRANTS: Warrants will not be released to anyone other than the employee named on the warrant, except with written authorization from that employee.

10.12 SALARY ADJUSTMENTS: New employees hired after July 1, 2014, will advance to the next step on the salary schedule effective July 1, 2015. All other probationary and permanent employees will advance to the next step on their hire anniversary date and then advance to the next step on July 1, 2015. Effective July 1, 2015, all employees will advance to the next step on July 1, 2016, and every July 1st thereafter until they reach the maximum step on the salary schedule. Effective July 1, 2015, employees who are hired on or after April 1st will not advance to the next step until July 1st of the following year. Evaluations are exclusive of step increases and will be scheduled according to Article XVI. *(Added October 15, 2014)*

10.12.1 A step increase for a promoted or reclassified employee will become effective on July

1st immediately following the promotion or reclassification. *(Revised October 15, 2014)*

10.12.1.1 A promotion or reclassification will not affect the employee's annual step increase *(Revised October 15, 2014)*

10.13 SUBSTITUTION FOR A HIGHER CLASS:

10.13.1 Classified employees performing temporary substitute work out of class for a period of more than five (5) working days will receive full compensation at the higher classification range and step which is closest to a 5% increase over their current salary where the increase is a minimum of 5%. *(Revised October 15, 2014)*

10.13.2 An employee working higher out of class for a period of more than five (5) working days will receive the higher out of class compensation rate of pay for used sick and vacation days while in the higher out of class assignment. Leaves accrued but not used during an employee's higher out of class assignment will be compensated at their regular rate of pay once the employee's higher out of classification assignment ends. Should the employee go out on extended leave the District reserves the right to end the temporary higher out of class assignment and return the employee to their permanent assignment. *(Revised October 15, 2014)*

10.13.3 Assignment to a temporary substitute higher out of classification shall be made by written notice that includes a tentative ending date. *(Revised October 15, 2014)*

ARTICLE XI: SALARIES, HEALTH, WELFARE AND OTHER BENEFITS

- 11.1** Effective July 1, 2014, the 2010 classified salary schedule will be adjusted with a 2.5% across the board salary increase for all ranges and steps. All employees in paid status as of the ratification of this article shall receive an off schedule bonus of \$2,000, pro-rated based on the employee's normal assigned hours to be paid on the last pay warrant in November 2014. *(Added October 15, 2014)*
- 11.2** To the extent specified herein, the cost of insurance premiums covering medical, dental, and vision insurance for each unit member and their dependents will be paid by the District for all full-time employees in the bargaining unit and their dependents.
- 11.3** The cost of life insurance and income protection for each unit member will be paid by the District for all bargaining unit members working 20 hours or more per week.
- 11.4** The District shall offer employees California Valued Trust (CVT) medical plans, as well as Controlling Insurance Costs in California Schools (CICCS) dental and vision plans. The options for these plans shall be selected by the bargaining unit. *(Added October 15, 2014)*
- 11.5** The District agrees to pay the premiums prescribed in 11.2 for health and welfare benefits for all bargaining unit members working thirty (30) hours or more per week, as follows. *(Revised October 15, 2014)*
- 11.5.1** Effective July 1, 2014 the maximum annual contribution to the District will be \$15,900 for medical, dental and vision insurance.
- 11.5.2** The bargaining unit member shall be responsible for any health and welfare costs in excess of the District maximum of \$15,900.00 towards medical, dental and vision. Each unit member's contribution, if any, shall be deducted from the member's regular paycheck.
- 11.5.3** Bargaining Unit members must work at least 20 hours per week to be eligible to receive health and welfare benefits on a pro-rata basis.
- 11.5.4** The District agrees to pay, on a pro-rata basis, premiums for all regular part time bargaining unit members working from 20 to 29.75 hours per week. Pro-rata calculations will be based upon the average number of hours worked per week in the prior fiscal year. The District's contribution will be based by percentage, on the \$15,900 maximum annual benefit contribution. Any additional costs will be paid by the participating bargaining unit member. The District shall calculate the premium to be paid for first year part time bargaining unit members based upon the number of hours specified in their notice of assignment.
- 11.6** If the parties determine that equivalent coverage is available at lower cost from other carriers, a change of carriers may occur during the term of the contract by mutual agreement.
- 11.7** Should either the faculty or management units have a higher maximum District contribution for benefits than provided in this Article CSEA shall receive the same higher District contribution. *(Revised October 15, 2014)*

ARTICLE XII: HOLIDAYS

12.1 HOLIDAYS: No less than fourteen (14) holidays plus three (3) additional personal floating holidays shall be set in accord with the Education Code, plus additional days as may be declared by the Board of Trustees, the Governor of the state or the President of the United States. The Board Holiday each year is designated in lieu of Admissions Day, as per Education Code Section 88205, and shall be the third personal floating holiday. Bargaining unit members shall work with their supervisor to schedule floating holidays.

2011-12

July 4 (Monday) Independence Day
September 5 (Monday). Labor Day
November 11 (Friday) Veteran's Day
November 24-25 (Thurs-Friday).Thanksgiving Holidays
December 26, 28-30. Winter Holidays
January 2 (Monday) New Year's Day
January 16 (Monday).Martin Luther King Day
February 10 (Friday).Lincoln's Birthday
February 13 (Monday). Washington's Day
March 16 (Friday) Board Holiday
May 28 (Monday). Memorial Day

2012-13

July 4 (Wednesday) Independence Day
September 3 (Monday). Labor Day
November 12 (Monday) Veteran's Day
November 22-23 (Thurs-Friday).Thanksgiving Holidays
December 24-25, 28, 31. Winter Holidays
January 1 (Tuesday) New Year's Day
January 14 (Monday).Martin Luther King Day
February 11 (Monday).Lincoln's Birthday
February 22 (Monday). Washington's Day
May 27 (Monday). Memorial Day

2013-14

July 4 (Thursday) Independence Day
September 2 (Monday). Labor Day
November 11 (Monday) Veteran's Day
November 22-23 (Thurs-Friday).Thanksgiving Holidays
December 24-25, 30-31. Winter Holidays
January 1 (Wednesday) New Year's Day
January 20 (Monday).Martin Luther King Day
February 10 (Monday).Lincoln's Birthday
February 17 (Monday). Washington's Day
May 26 (Monday). Memorial Day

"Floating Holiday": Employees hired between January 1st and June 30th of each year are not eligible for floating holidays before July 1st. The Floating Holidays will be compensated up to a maximum of 8 hours or prorated for part time employees. HRDO will advise Bargaining Unit members who get into a "use or lose" situation toward the end of this time period.

12.2 EXCEPTIONS: When a CSEA holiday falls on a Friday, it is agreed that those employees who are assigned to the Tuesday through Saturday work schedule will take off the Tuesday immediately following the Friday as their holiday. This will ensure that the employees receive a three-day holiday equal to the other Bargaining Unit members.

Should the campus be closed on the Saturday following a Friday holiday, those employees who are assigned to the Tuesday through Saturday work schedule will have their holiday on that Saturday.

For the winter and Thanksgiving holidays, the supervisor for those employees assigned to the Tuesday through Saturday work schedule will determine the appropriate holiday schedule. It is understood that those employees will be off on Thanksgiving Day and December 25th.

ARTICLE XIII: VACATION PLAN

- 13.1 ELIGIBILITY:** All employees in the Bargaining Unit shall earn paid vacation time per Article 13.3. (*Revised October 15, 2014*)
- 13.2 PAID VACATION:** Except as otherwise provided in this Article, paid vacations shall be taken within two (2) fiscal years immediately following that in which they are earned. Paid vacation may be granted in the fiscal year in which it is earned when requested by the employee and approved by the District. There is no limit to the amount of accrued vacation an employee can request. In the event the request creates an adverse impact to the district, the supervisor will exhaust all alternatives to prevent denial of the request. (*Revised October 15, 2014*)
- 13.3 ACCUMULATION:**
- 13.3.1** For the first two years of paid service, vacation time shall be earned and accumulated at the rate of 8 hours of vacation for each month of full-time service, not to exceed 96 hours per fiscal year.
- 13.3.2** For the third and fourth years of service, vacation time shall be earned and accumulated at the rate of 10 hours per month, not to exceed 120 hours per fiscal year.
- 13.3.3** For the fifth through the ninth year of service, vacation shall be earned and accumulated at the rate of 12 hours vacation for each month of paid service, not to exceed 144 hours per fiscal year.
- 13.3.4** For the tenth through the fourteenth year of paid service, vacation shall be earned and accumulated at the rate of 14 hours vacation for each month of paid service, not to exceed 168 hours per fiscal year.
- 13.3.5** Commencing with the fifteenth year, vacation shall be earned and accumulated at the rate of 16 hours vacation for each month of paid service, not to exceed 192 hours per fiscal year.
- 13.3.6** A bargaining unit member may accrue at any given time a maximum of two years' worth of vacation at the member's current rate of accrual. Each bargaining unit member will receive an accurate and up-to-date account of all available leave on a monthly basis. It is the Bargaining Unit member's responsibility to maintain their vacation accrual at or below the maximum accrual.
- 13.3.6.1** If the bargaining unit member exceeds the maximum amount of accrued vacation due to vacation request(s) being denied, the excess shall be paid out on the next available pay warrant. (*Revised October 15, 2014*)
- 13.3.7** Part-time employees shall accumulate vacation days on a pro rata basis.
- 13.4 VACATION PAY:** Vacation pay for all Bargaining Unit employees shall be the same as that which the employee would have received had he/she been in a full-time working status, exclusive of overtime. Vacation pay shall be based upon the regular rate of pay for the

employee.

13.5 VACATION PAY UPON TERMINATION:

13.5.1 When any employee in the Bargaining Unit having six months of paid service is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

13.5.2 If an employee is terminated and had been granted vacation which was not yet earned at the time of termination of his/her service, the District shall deduct from that employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.

13.6 VACATION POSTPONEMENT: If a Bargaining Unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request a postponement of his/her vacation date(s). The District may approve such a request in accordance with vacation dates available at that time. The Bargaining Unit member may elect, subject to District approval, to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year as long as it does not exceed the maximum accrual allowed. *(Revised October 15, 2014)*

13.7 HOLIDAYS: When a holiday falls within the scheduled vacation of any Bargaining Unit member, such holiday shall not be counted against the member's vacation entitlement.

13.8 VACATION SCHEDULE: Vacation requests by a Bargaining Unit member shall be submitted in advance to the employee's immediate supervisor for approval. A request shall be granted subject to District work requirements. The supervisor will complete the request, and provide a copy to the member and Human Resource Office, within a reasonable time. Should a request be denied, the reason(s) will be given in writing.

13.9 POSTING LEAVE: All leave will be deducted from the employee's total after the leave is taken. *(Revised October 15, 2014)*

ARTICLE XIV: LEAVES

14.1 BEREAVEMENT LEAVE: It is agreed that the District shall follow Ed. Code Section 88194.

Every person employed in the classified service of any college district shall be granted necessary leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, or travel of 500 miles or more one-way, is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee, nor shall leave be deducted from leave granted by other sections of this code or provided by the governing board of the District. The governing board may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used in this section, means the spouse, registered domestic partner, mother, father, grandmother, grandfather, child, brother, sister, or a grandchild of the employee or of spouse of the employee, or any relative living in the immediate household of the employee.

14.2 JURY DUTY: The District will follow Ed. Code Sections 87035 and 87036. When an employee whose regularly assigned shift begins at or after 2:00 p.m. is required to serve more than four hours jury duty; he/she shall be released from work for the entire shift with pay. An employee whose regular work shift begins prior to 2:00 p.m. must return immediately to the District if released from jury duty before the mid-point of his/her shift.

14.3 MILITARY LEAVE: Shall be per federal law and California Military and Veterans Code Sections 395 and 395.01.

14.4 SICK LEAVE:

14.4.1 The District shall follow Ed. Code Section 88191. The District will assign full-time, 12-months employees 96 hours sick leave per fiscal year. Sick leave will be prorated for bargaining unit members working less than 12 months or less than 8 hours per day. Pay for any day of absence shall be the same as the pay which would have been received had the employee served during the day.

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

14.4.1.2 Records on accumulated and used leave are maintained in terms of hours. Hence, all leave shall be accumulated and used in increments of hours, half-hours, or quarter-hours. Leave reports may be submitted either in terms of hours or days (which are converted into hour equivalents).

14.4.2 PERSONAL NECESSITY LEAVE: The District shall follow Ed. Code Section 88207. The employee will be allowed to use personal necessity leave for the list of members of the immediate family per article 14.1. Personal necessity leave shall not exceed 56 hours per year. Personal Necessity leave will be prorated for bargaining unit members working less than 8 hours per day.

14.4.2.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided both in article 14.1 and as a right by the Governing Board.

14.4.2.2 Accident involving the person or property of the employee or a member of his or her immediate family.

14.4.2.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

14.4.2.4 Any other reasons that may be prescribed by the Governing Board. This includes absences where the employee is needed to care for or assist an immediate family member with an illness or who has doctor's appointments.

14.4.3 FAMILY SICK LEAVE: The District shall follow California Labor Law Section 233 (AB 109) and allow employees to use in any fiscal year, not less than one-half of the employee's accrued and available sick leave to attend to the illness of a child, parent, spouse, or registered domestic partner of the employee.

14.5 EXTENDED ILLNESS LEAVE:

14.5.1 Bargaining unit employees shall once a year be credited with a total of 100 working days of paid sick leave, including the days to which employees are entitled pursuant to Article 14.4. The remainder of the workdays of paid sick leave after use of Article 14.4 shall be compensated at fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacation or compensatory time to which the employee may be entitled, and shall not accumulate. Employees may elect to utilize vacation pay during the 100-day period to supplement the 50% pay to a maximum of the employee's full pay (including any income protection benefits) without extending the 100 days. The percentage of a day of vacation used shall equal the percentage of salary paid through vacation.

It is understood that any working day where sick leave hours were used will equal one day of extended illness leave.

14.5.2 EXHAUSTION OF LEAVES: After all paid leaves are exhausted an employee must return to his or her regular assignment if medically able. If the employee is not medically able to return to his or her regular assignment, an employee may:

(1) Request additional paid or unpaid leave under the provisions of Education Code Section 88195. The Board of Trustees may grant additional leave, paid or unpaid, not to exceed six months. The board may renew the leave of absence, paid or unpaid, for two additional six-month periods or lesser leave periods that it may

provide but not to exceed a total of 18 months.

- (2) Request to work in any available classified position on a temporary basis for which the employee is qualified and his or her medical restrictions do not preclude performing the essential functions of the position.
- (3) Be placed on a 39 month reemployment list.

Nothing herein shall alter the employee's or District's rights and obligations under state and federal law to reasonably accommodate an employee with a protected disability.

14.5.3 PLACEMENT ON THE 39-MONTH REEMPLOYMENT LIST: After all available paid and unpaid leaves have been exhausted, and if the employee is still unable to assume the duties of his or her position, the employee shall be placed on a reemployment list for a period of 39 months. At any time during the 39 months that the employee is able to assume the duties of a position that is the same or lower range of his/her previous classification, provided minimum qualifications are met, the employee shall be reemployed in the first vacancy. The employee's reemployment shall take preference over all other applicants except for those laid off for lack of work or funds under Section 88117 in which case the employee shall be ranked according to his or her proper seniority. Upon resumption of the employee's duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee, including reinstatement to the same step on the salary schedule the employee held when he or she was placed on the 39-month list. The employee shall also be reinstated with all prior seniority; except he or she shall not receive credit for the time spent on the 39-month reemployment list, and shall have his or her seniority adjusted accordingly.

14.6 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE: The district shall follow Education Code Section 88192. Each bargaining unit member shall be entitled to the following benefits when absent as a result of an industrial accident or injury. An industrial accident or illness shall be defined pursuant to the worker's compensation laws of the state.

14.6.1 Bargaining unit members shall be entitled to not less than 60 days leave on account of an industrial accident or illness in any one fiscal year for the same accident. Allowable leave shall not be cumulative from year to year and will commence on the first day of absence.

14.6.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation. Leaves of less than a day will be deducted from the sixty (60) day leave on an hour per hour basis, regardless of any payments from worker's compensation, such as temporary total disability payments.

14.6.3 When an industrial accident or illness occurs at a time when the full 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.

- 14.6.4** When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but, if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
- 14.6.5** Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.
- 14.6.6** During all paid leaves of absence due to an industrial injury or illness, whether the employee is on industrial accident leave as provided in this procedure, sick leave, vacation, compensated time off or other available leave provided by law or the action of the district, the District shall receive any wage loss benefit checks entitled to the employee under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payments of wages or salary and shall deduct normal retirement and other authorized contributions.
- 14.6.7** Industrial accident and illness leave shall be calculated as follows: If the District is not challenging the Worker's Compensation claims, the employee shall first use the sixty (60) work days of industrial accident leave. If the District is challenging the claim, the employee shall first use his or her available sick leave, extended illness leave, vacation and other paid leaves. If the Worker's Compensation Appeals Board determines that it is a work-related illness or injury, the 60 work days shall be applied retroactively and the employee's leave reinstated, up to 60 work days.

Once the 60 days have been exhausted, the employee's full paid sick leave under Article 14.4 shall be used. If the employee is receiving Worker's Compensation benefits such as temporary total disability, only that percentage of a day of sick leave shall be used so that when it is added to the Worker's Compensation benefits equals the employee's full pay.

Following exhaustion of all full-paid sick leave under Section 14.4, the employee shall use the remainder of the 100 days (if any), at 50% pay under Article 14.5. The remainder of the 100 days shall be reduced by one day for each day of absence regardless of any Worker's Compensation benefits.

After the 100 days have been exhausted, the employee shall use available vacation and compensatory time in the same manner as full-paid sick leave. An employee may use his or her vacation and compensatory time before using the remainder of the 100 days at 50% pay. Vacation and compensatory time shall not be counted as part of the 100 days. In no circumstance may an employee receive more than 100% of his or her salary.

- 14.6.8 EXHAUSTION OF LEAVES:** After all paid leaves are exhausted an employee must return to his or her regular assignment if medically able. If the employee is not medically able to return to his or her regular assignment, an employee may:

- (1) Request additional paid or unpaid leave under the provisions of Education Code Section 88195. The Board of Trustees may grant additional leave, paid or unpaid, not to exceed six months. The board may renew the leave of absence,

paid or unpaid, for two additional six-month periods or lesser leave periods that it may provide but not to exceed a total of 18 months.

- (2) Request to work in any available classified position on a temporary basis for which the employee is qualified and his or her medical restrictions do not preclude performing the essential functions of the position.
- (3) Be placed on a 39 month reemployment list.

Nothing herein shall alter the employee's or District's rights and obligations under state and federal law to reasonably accommodate an employee with a protected disability.

14.6.9 PLACEMENT ON THE 39-MONTH REEMPLOYMENT LIST: After all available paid and unpaid leaves have been exhausted, and if the employee is still unable to assume the duties of his or her position, the employee shall be placed on a reemployment list for a period of 39 months. At any time during the 39 months that the employee is able to assume the duties of a position that is the same or lower range of his/her previous classification, provided minimum qualifications are met, the employee shall be reemployed in the first vacancy. The employee's reemployment shall take preference over all other applicants except for those laid off for lack of work or funds under Section 88117 in which case the employee shall be ranked according to his or her proper seniority. Upon resumption of the employee's duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee, including reinstatement to the same step on the salary schedule the employee held when he or she was placed on the 39-month list. The employee shall also be reinstated with all prior seniority; except he or she shall not receive credit for the time spent on the 39-month reemployment list, and shall have his or her seniority adjusted accordingly.

14.6.10 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the state of California unless the District's representative authorizes travel outside the state.

14.6.11 An industrial accident or industrial illness as used in this Agreement means any injury or illness whose cause is a result of service for the District.

14.7 FAMILY AND MEDICAL LEAVE: Family and medical leave shall be granted in compliance with the federal Family and Medical Leave Act (29 U.S.C. §2601, *et seq.*) ("FMLA") and the California Family Rights Act (Government Code Section 12945.2) ("CFRA") as set forth in Appendix E. Eligible bargaining unit employees shall be entitled to twelve (12) work weeks of leave for a qualifying reason in a fiscal year (July 1 through June 30, inclusive). If the leave is to care for an injured, covered military service member, eligible bargaining unit employees shall be entitled to twenty-six (26) work weeks of leave for each illness or injury, within 12 months of the first date of leave for this reason.

14.8 REPORTING OF ABSENCES:

14.8.1 All classified personnel must notify their supervisor, at the earliest possible time, of intended or actual absence from duty. Absence is reported by calling the supervisor or

authorized designee. If the supervisor or authorized designee is unavailable, the employee will send an e-mail to the supervisor, authorized designee, and HRDO.

14.8.2 When an absence is necessary for reasons other than personal illness, arrangements should be made in advance with the immediate supervisor.

14.8.3 Absences for personal reason, other than those provided for elsewhere in this contract or college policies, shall be without pay. However, upon request of the employee prior to absence, such absence may be counted as vacation leave.

14.8.4 All absences must be certified to on a form provided by the District.

14.9 AUTHORIZED SICK LEAVE VERIFICATION:

14.9.1 If there is a reason to doubt the validity of the Bargaining Unit member's assertion of illness, the District may require, at District's expense, a doctor's verification prior to approval of the paid leave.

14.9.2 Employees absent five (5) or more consecutive days shall be required to submit a physician's statement or that of a person authorized by any well-recognized religious sect, denomination or organization to treat people, to the District stating the reason for the absence and their approximate return date.

14.10 MENTAL OR PHYSICAL INCAPACITY: Members of the Bargaining Unit may be required to submit to medical examinations, at the District's expense, at the discretion of the District. This section shall apply in cases where the Unit member's documented behavior or performance on the job indicate a lack of physical or mental capacity to adequately perform required duties. Where the Unit member may be directed to undergo a medical examination, he/she shall be granted paid administrative sick leave for the day or part of the day on which the examination is given.

14.11 OTHER LEAVES: Any other type of leave not enumerated herein will be in accordance with specific Education Code minimum requirements.

14.12 LEAVE REQUEST FORMS: The employee shall receive a copy of any leave request forms submitted to the Human Resource Development Office. All posting of leave shall be done from the employee's time card, not from leave request forms. The District will post all employee time card leave to the county payroll system by the end of the month after time cards are submitted.

ARTICLE XV: CLASSIFICATION AND RECLASSIFICATION

15.1 CLASSIFICATION OF POSITIONS:

15.1.1 All positions within the Bargaining Unit shall be classified according to the skills required and the responsibility carried by that position.

15.1.2 Every Bargaining Unit position shall be placed in a job family.

15.1.3 Any recommended revisions to these job families will be reviewed by the District and CSEA for inclusion in the contract.

15.1.4 The Office of Human Resources shall maintain a job description for each class in the classified service. The job description shall be descriptive of the duties and shall not be considered as a restriction on the assignment of duties not specifically listed. It is understood that all out of class procedures and rules still apply. Job descriptions shall be submitted to the Board of Trustees and be subject to its approval.

JOB FAMILY I: ACCOUNTING

Accounting Assistant
Accounting Technician-Accounts Payable/Receivable
Accounting Technician-Student Accounts
Bookstore Operations Assistant
Grant Technician
Payroll Technician
Purchasing Technician

JOB FAMILY II: CLERICAL

Administrative Secretary
Admissions & Records Office Coordinator
Admissions & Records Technician II
Assistant Coordinator for OSS Learning Support
Career/Transfer Center Specialist
EOPS Program Specialist
Financial Aid Clerk
Financial Aid Officer
Financial Aid Technician
Instruction Office Coordinator
Secretary
Special Programs Specialist
Student Services Technician

JOB FAMILY III: CUSTODIAL/ GROUND& MAINTENANCE

Custodian
Grounds Specialist
HVAC Specialist
M&O Technician
Skilled Maintenance Specialist

JOB FAMILY IV: INSTRUCTIONAL SERVICES

Instruction Lab Assistant I-Computer
Instruction Lab Assistant II - Computer
Instruction Lab Assistant-Sciences
Instructional Media Technician
Library Technician I
Library Technician II
Instruction Lab Assistant- OSS
Tutorial Services Specialist

JOB FAMILY V: TECHNICAL SUPPORT

Database Analyst
Database Analyst II
Network Administrator
PC/Network Specialist
Web Services Technician
Web Services Specialist
Webmaster

15.2 STATEMENT OF PRINCIPLES

- 15.2.1** Reclassification may be necessitated by reorganization. Reorganization means a reordering or reassignment of functions, tasks, and responsibilities within an organizational unit to provide an improved, new, or different service that has been approved by administration prior to the institution of reclassification procedures. Any reclassification of a position through reorganization which results in a lower classification requires negotiating the decision and effects with CSEA prior to implementation. A reclassification through reorganization resulting in lower classification will be treated the same as a lay-off. *(Revised October 15, 2014)*

- 15.2.2** When a request for classification review has been submitted, supervisors will not change duties identified in the classification review prior to the process being completed and before final Board approval. *(Revised October 15, 2014)*

- 15.2.3** Reclassification should be consistent and compatible with the District’s mission, organizational goals and objectives. *(Revised October 15, 2014)*

- 15.2.4** Requests for classification review should be treated in a consistent and fair manner, based on the merit of the request, as supported by data provided and collected during the process. *(Revised October 15, 2014)*

- 15.2.5** New positions must be established for a period of one year before reclassification can be considered.

15.3 CLASSIFICATION REVIEW

Classification review can be conducted for the following reasons:

- 1) Proper job classification and salary schedule placement for authorized new positions. *(Revised October 15, 2014)*

- 2) Requests for reclassification by classified employees and/or their supervisors.

- 3) Reorganization of existing classified positions

15.4 COMPOSITION OF THE CLASSIFICATION REVIEW COMMITTEE

15.4.1 The Classification Review Committee is composed of:

- a. Two representatives appointed from the CSEA negotiating team.
- b. The Chief Human Resources Officer or District designee as the chair. (*Revised October 15, 2014*)

15.4.2 Any member of the committee determined to have a “direct” conflict as defined in 15.4.2.1 shall be excused from serving on the committee. (*Revised October 15, 2014*)

15.4.2.1 The meaning of “direct” is interpreted as follows:

- 1) Any committee member who occupies the same classification of the employee(s) being reviewed.
- 2) Any committee member who has the responsibility of immediate supervision of the employee(s) scheduled for review.
- 3) Any committee member who is the second level of the supervision of the position in review and who has noted disagreements with either the employee(s) or immediate supervisor.
- 4) Any committee member whose request is being reviewed by the committee.

15.4.3 If any committee member is excused as provided herein, the District and/or CSEA will provide a substitute. (*Revised October 15, 2014*)

15.5 MEETING SCHEDULE/TIMELINES

15.5.1 The Committee will process classification requests received from employees in even numbered years, between February 1 and 28th.

15.5.2 The Committee will meet as needed to review proposals for new or revised positions.

15.6 GUIDELINES FOR CLASSIFICATION REVIEW

15.6.1 A classification review is based on the standard “a gradual accretion of duties” a change in duties due to re-organization, a change in knowledge, skills or abilities (KSAs) and the factual information obtained. (*Revised October 15, 2014*)

15.6.2 Classification review of a position is warranted if there is significant change in one or more of the factors listed below:

- Required skills, knowledge and abilities
- Required experience and education
- Technical expertise
- Accountability
- Responsibility
- Complexity
- Working conditions as described in current job description

- Physical demand or skill

15.6.3 Reclassification of a position is not warranted:

- If it is used as a reward for superior services.
- If additional assigned duties or restructured duties are at a comparable level and do not create a significant change in the factors listed in 15.6.2
- If the duties were performed as a result of a written “working out of classification” authorization. (*Added October 15, 2014*)

15.7 PROCEDURES

15.7.1 A classification review request based on a gradual accretion of duties or change in “KSAs” may be initiated by the employee or his/her supervisor. (*Revised October 15, 2014*)

15.7.1.1 All requests for classification review will be submitted on the “Job Analysis Questionnaire” (JAQ) form. (*Revised October 15, 2014*)

15.7.1.2 The party initiating the request will submit the completed form to the Human Resource Office by February 28th.

EMPLOYEE CLASSIFICATION REVIEW REQUEST

- The Human Resources Office will forward a copy of the submitted JAQ form to the initiator’s supervisor by March 10th.
- The supervisor will submit his/her comments to the appropriate vice president by March 20th; the vice president will submit to the Human Resources Office by March 28th.
- The Human Resources Office will then forward the form to the employee
- The committee will meet to begin the classification review by April 1st.

SUPERVISOR CLASSIFICATION REVIEW REQUEST:

- The Human Resources Office will forward a copy of the submitted JAQ form to the affected employee(s) by March 10th.
- The employee will submit his/her comments to the Human Resources Office by March 20th.
- The Human Resources Office will then forward the JAQ form to the supervisor and appropriate vice president by March 28th.

- The committee will meet to begin the classification review by April 1st.

Upon receiving the final completed forms, the Human Resources Office will forward a copy of the JAQ form to all the pertinent parties as outlined above and to the negotiating team.

The employee or supervisor may submit additional pertinent information to the committee at any point during the process before the president reaches decision.

By mutual agreement, the March 10th, March 20th and April 1st dates indicated above may be extended. *(Added October 15, 2014)*

- 15.7.2** Committee members are responsible for reviewing the Job Analysis Questionnaire and any supporting materials prior to scheduled employee/supervisor interviews. Committee members should be prepared to ask appropriate questions to clarify any issues from the questionnaire and materials.
- 15.7.3** An interview will be scheduled with the employee (who may bring a representative) and immediate supervisor before the committee. With the mutual agreement of the employee and supervisor, the interview will occur with both the employee and supervisor present. Otherwise, the interviews will be conducted separately. The employee may opt out of the interview, but by doing so understands the outcome will be based on written materials provided and the interview with their supervisor. *(Revised October 15, 2014)*
- 15.7.4** Following the interview, committee members will share all obtained information with the whole committee. *(Revised October 15, 2014)*
- 15.7.5** Committee members will participate in discussions pertaining to the merit of the request based on the guidelines for classification review.
- 15.7.6** Committee members make a recommendation following the interview and consideration of any follow-up information.
- 15.7.6.1** If the committee is having difficulty reaching a consensus on a recommendation, additional methods can be used, including requests for further information and/or utilizing a third party consultant. Should a consultant be used, CSEA and the District will refrain from any communication with the consultant that would influence the recommendations(s) of the consultant. *(Revised October 15, 2014)*
- 15.7.6.2** The consultant will prepare a recommendation and present it to the committee and the president. *(Revised October 15, 2014)*
- 15.7.7** The committee will render recommendations to the president no later than May 1st. Should the president have initial concerns with the recommendations of the committee, he/she will meet with the committee no later than May 15th to see further information

and/or clarify any concerns. The president will present his/her determination to the committee no later than May 31st. Should the president not agree with the committee's recommendation, he/she will provide written rationale for the decision. (*Revised October 15, 2014*)

15.7.8 Any recommendations resulting in a change of classification, job descriptions or salary will be presented to the Board of Trustees. (*Revised October 15, 2014*)

15.8 CLASSIFICATION REVIEW PLACEMENT

15.8.1 In the event an employee's position is reclassified, such employee will be placed on the range and step of the higher classification which is closest to a 5% increase of their current salary where the increase is no less than 5%, unless doing so would exceed the highest step on the salary schedule for the employee's new range. In no event will classification review process result in a unit member being moved into a lower classification. (*Revised October 15, 2014*)

15.8.2 A salary increase as a result of an employee reclassification request will become effective on July 1st of the year the request was submitted.

15.8.3 All other classification reviews will become effective upon approval by the Board of Trustees.

ARTICLE XVI: JOB PERFORMANCE EVALUATION

16.1 EVALUATION FORM: The Classified Performance Evaluation Form, which is attached here to in Appendix C and, is by reference, incorporated as part of this Agreement, and shall be the only form used to evaluate classified Employees.

16.2 EMPLOYEES TO BE EVALUATED: Each regular classified employee shall be evaluated once a year. Evaluations for an employee with a one-year probationary period shall be performed at the end of the sixth and eleventh month of probation. Where appropriate, the evaluation may offer suggestions on areas where the employee can improve and shall contain a non-binding recommendation regarding continuation in probationary status or release from probation. Nothing contained in this article restricts the District from evaluating probationary employees, and making the same recommendations as described above, at other times during the 12 month probation period.

16.3 PERSON TO COMPLETE EVALUATION: The person to complete the employee's performance evaluation shall be the employee's line supervisor who is immediately responsible for the work of the employee. The line supervisor is defined as the person who reviews AND checks the daily work of the employee and is the one who is most closely acquainted with the employee's work performance. For purposes of this section, no unit member shall be asked by a line supervisor to provide the sole input in an area of evaluation. When the employee has worked under two or more supervisors, the current supervisor will complete the evaluation, with input from other supervisors. If a prior supervisor does not provide input, a letter shall be attached explaining that the evaluation reflects only the period of time that the employee was under the direction of the supervisors providing input. No Bargaining Unit member shall be evaluated by any student, nor shall any comment or suggestions made by students be used in the Supervisor's evaluation of the Unit member. An employee may complete a self-evaluation but is not required to do so.

16.4 COMPLETING THE EVALUATION FORM:

16.4.1 The purpose of the evaluation is to provide an opportunity for the employee and supervisor to have an open discussion concerning the employee's performance, and to develop plans for maintaining a high performance level, or improving performance, as warranted. After receiving and signing the evaluation form, and in order to facilitate the primary purpose of the evaluation meeting, the employee will have the opportunity for a subsequent meeting with the supervisor within ten business days to further discuss the evaluation. If that meeting cannot take place within this ten business day period mentioned herein because of the schedules of the respective participants, then a mutually agreeable date will be set.

When a supervisor has a concern about an employee's performance, the employee should be made aware of the problem at the time of occurrence, so the employee has the opportunity to take corrective action prior to the preparation of the evaluation. This shall mean that unless there are extenuating circumstances, the practice shall be to advise the employee of performance-related problems at the time of the occurrence as opposed to the evaluation. When completing the evaluation, the supervisor must also focus on the overall performance for the factor being reported, rather than an isolated,

minor incident.

An employee's work performance shall be evaluated by placing an X in the appropriate box opposite the factor being reported. One large box opposite the overall factor should be checked. The smaller boxes for sub-factors are also required to be checked in each case that the overall factor has been checked Below Work Performance Standards or Exceeds Work Performance Standards. In addition, the supervisor should state in the Supervisor's Suggestions and Comments space the suggestions given to the employee on how to improve work performance if below standards sub-factor is checked, or why the employee's performance exceeds standards if sub-factor is checked. Supervisors are also encouraged to make comments for each factor regardless of the overall rating to provide further feedback to the employee. Any additional comments or suggestions from the supervisor, or responses from the employee on the supervisor's comments, may be made on Page three of the evaluation.

16.4.2 The Supervisor shall recommend the retention or termination from the position of the probationary employee by a check mark in the appropriate box. (This section is for probationary employees only).

16.5 AFTER THE EVALUATION:

16.5.1 The Supervisor shall then hold a conference with each employee for whom an evaluation is completed.

The Supervisor shall explain to each employee the following:

- A. The purposes and uses made of performance evaluation forms.
- B. The significance of evaluations during the probationary period.
- C. The basis or reasons for the specific evaluations.
- D. Where appropriate, suggestions for changes.
- E. Should an employee receive an overall performance rating of "Below Work Performance Standards", the employee's immediate supervisor and the employee shall jointly develop a performance improvement plan to remedy the areas that have contributed to this rating. The immediate supervisor and employee shall meet within two weeks of the evaluation conference to finalize this plan.

16.5.2 The District reserves the right to implement a plan in situations where the employee chooses not to agree to participate in developing a plan. Should the employee and supervisor not reach agreement on an improvement plan, the Vice President, Human Resources will work with both parties in an attempt to resolve the differences. If an agreement still cannot be reached, the Vice President, Human Resources shall determine the improvement plan.

16.5.3 OTHER INSTRUCTIONS:

- A. The supervisor shall sign the performance evaluation form and obtain the signature of the employee at the time of the conference.
- B. The supervisor shall submit the completed form to his immediate supervisor for review and signature.
- C. The supervisor shall make a copy of the performance evaluation form for his own files.
- D. The supervisor shall give the employee a copy of the completed form.
- E. The original copy of the evaluation shall be sent to the Human Resource Development Office.

16.5.4 ADDITIONAL COMMENTS AFTER EVALUATION: If additional comments pertaining to the employee's performance are entered on the form subsequent to the evaluation conference, the employee must be advised and the additional comments signed by the employee.

16.6 DEFINITION OF COLUMNS:

- 1. EXCEEDS WORK PERFORMANCE STANDARDS:** A check in this column indicates that the employee's work is better than satisfactory.
- 2. MEETS WORK PERFORMANCE STANDARDS:** A check in this column indicates that the employee's work is definitely and consistently satisfactory.
- 3. BELOW WORK PERFORMANCE STANDARDS:** Persons evaluated in this category usually require additional training and closer supervision in order to meet fully the established work standards. Continued failure to show improvement may lead to termination of employee on basis of job performance.

ARTICLE XVII: CONTRACTING AND BARGAINING WORK

The district shall only contract out work in accordance with the provisions of the Education Code.

ARTICLE XVIII: HIRING PROCEDURES

18.1 OPEN RECRUITMENT:

18.1.1 Positions that have become vacant that are not due to the leave of absence of an employee will be announced in-house for the purpose of transfer recruitment. If no current bargaining unit member is selected for transfer, or if it is a newly created position the District may fill the position with a current bargaining unit member as a professional development opportunity for up to one year. A substitute employee can be used for up to 90 calendar days while the open recruitment process takes place. If filled by a current bargaining unit member as a professional development opportunity, it will be considered working out of class pursuant to 88010 (inconsistent duties). Should no current bargaining unit member express their interest or apply for this professional development opportunity, a substitute employee may be used for up to 120 days instead of 90 days. These periods of time may be extended by mutual agreement of the parties.

18.1.2 Within the first 60 calendar days of a vacancy occurring, the District shall notify the Association in writing of its intent to fill, hold or freeze the position. If the District decides not to fill the position, the District will meet and negotiate over the effects of its decision within ten (10) working days after CSEA presents a request to bargain.

18.1.3 When there are no transfer applicants or voluntary reassignments, the Human Resource Development Office may order the position open for recruitment.

18.1.4 All persons on a 39-month or 63-month re-employment list who meet the requirements of the position will have first priority over any new applicants as required by statute.

18.2 HIRING PROCEDURE.

18.2.1 If an opening occurs for any position, the position will be announced in-house five (5) days for transfer opportunities. Prior to outside advertisement, the submitted bargaining unit member applications for transfer will be sent to the hiring supervisor for consideration. If no Bargaining Unit Member submits a request or is chosen for the transfer, the position will be advertised and filled through the normal hiring process.

18.2.2 Once candidate pool is established for a position, the candidates will be selected to interview in accordance with the recommendation of the screening committee.

18.3 SCREENING COMMITTEES:

18.3.1 The screening committee shall consist of at least one (1) Bargaining Unit member.

18.3.2 Each time that a screening committee is set up, the CSEA President shall nominate a specific classified employee to serve on the screening committee.

18.3.3 If the District objects to the Chapter President's choice, the District shall inform the CSEA Chapter President of the reason for the objection, and the CSEA Chapter President shall nominate another classified employee to serve on the screening

committee.

18.3.4 If the District does not object to the Chapter President=s choice, the District shall then appoint the CSEA Chapter President=s choice to the screening committee.

18.3.5 If the District objects to three of the CSEA=s choices, then the District shall appoint from among CSEA=s executive board or job stewards.

18.3.6 The District retains final authority to appoint all screening committee members.

18.4 The District shall consider the top candidates recommended by the screening committee.

18.5 If there are less than five (5) applicants, the screening committee process shall be omitted and all applicants will proceed to a final interview.

ARTICLE XIX: TRANSFERS/PROMOTION/VACANCIES

19.1 DEFINITION: For the purpose of this section, “transfer” is defined as any action which results in the movement of a bargaining unit member laterally or voluntary to a lower range. “Promotion” is defined as any Governing Board action which results in the movement of a unit member to a higher range. A “vacancy” is defined as any open position which the governing board chooses to fill. The involuntary movement of a bargaining member to a lower range shall only be conducted as a layoff under Article 20 or discipline under Article 26 and salary placement will be determined pursuant to Article 19.2.2.

19.2 SALARY PLACEMENT

19.2.1 PROMOTION: The initial salary adjustment for an employee who is promoted or reclassified to a higher classification will move on the salary schedule to the range and step of the higher classification which is closest to 5% increase of their current salary where the increase is no less than 5%, unless doing so would exceed the highest step on the salary schedule for the employee’s new range. *(Revised October 15, 2014)*

19.2.2 MOVEMENT TO LOWER RANGE: Upon voluntary movement to a lower range, or during a layoff, the bargaining unit member will be placed on the step of the new range which will result in the employee receiving approximately the same salary as previously received.

19.2.3 LATERAL MOVEMENT: Upon transfer to a new position with the same range, the employee will be placed at the same step currently held.

19.3 TRANSFER PROCEDURES:

19.3.1 When a new classified bargaining unit position is created, or an existing position becomes vacant, the first priority in recruitment, after that of legal recall of persons on layoff or medical employment lists, shall be qualified permanent members of the bargaining unit.

(A) The announcement of position vacancy shall first be distributed electronically to classified employees five (5) work days prior to application deadline.

(B) If the applicant has on file a completed and approved examination, or its equivalent, demonstrating proficiency in the subject areas required for the vacant position, the applicant may request, and shall be granted, a release from further testing as a prerequisite to consideration for the position.

(C) A completed and approved examination, or its equivalent, may be any of the following:

1. An examination administered by the District;

2. A certificate of proficiency or certificate of a timed test administered by a credentialed instructor approved to administer such tests;

3. Successful completion of a course in the required subject area;
4. Successful completion of related courses approved for professional growth; or other job-related or self-improvement activities related to the required subject areas may be accepted upon approval of the supervisor designated to oversee the application process.

19.3.2 Only bargaining unit members meeting minimum qualifications will be considered for the position.

19.3.3 The supervisor designated to oversee the position shall have the right to reject any unit member applicant.

19.3.4 Unit members who are transferred or promoted within the unit shall serve a six-month probationary period in the new position. After the six-month period, the Unit member shall be deemed to possess regular status in the new position. Should the District decide to unit member did not satisfactorily complete the probationary six-month period, the District shall reassign the unit member to his/her previous classification by giving written notice of reassignment.

19.4 NOTIFICATION:

It will be the responsibility of the Bargaining Unit member to notify the District in writing that he/she wishes to be considered for transfer, and to make arrangements for any testing, interviewing, etc., as may be required.

ARTICLE XX: LAYOFF AND REEMPLOYMENT

- 20.1 REASON FOR LAYOFF:** Layoff shall occur only for lack of work or lack of funds and the impact upon the Bargaining Unit is subject to negotiation with the Association.
- 20.2 NOTICE OF LAYOFF:** The District shall notify the affected employee(s), with copies to the Association, in writing no later than sixty (60) days prior to any planned layoffs. The District and the Association representatives shall meet within five (5) days of written request by the Association in order to review the proposed layoff, to determine that the order of the layoff(s) is within provisions of this Agreement, and to negotiate effects of the layoff(s). Any notice of layoff(s) shall specify by name and classification the employee(s) designated for layoff
- 20.3** The Association will have written notice of any District intent to consider layoffs at least twenty-four (24) hours prior to any Board meeting in which layoff action would be considered, discussed, and/or decided.
- 20.4 ORDER OF LAYOFF AND REEMPLOYMENT:** (Ed. Code 88127)
- 20.4.1** For purposes of this Article, classification or class shall mean job description and job title. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.
- 20.4.2** For purposes of this section, "length of service" means all hours in paid status, whether during the school year, 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.
- 20.4.3** "Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District, except service in restricted positions as provided in the Education Code.
- 20.4.4** Nothing contained in this section shall preclude the granting of "length of service" credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave.
- 20.4.5** Credit for a break in service shall be per Education Code 88128 and 20.6.6 of this Agreement.
- 20.5 BUMPING RIGHTS:** Any employee notified of layoff from his/her present position may bump into a class with the same or lower range in any job family for which he/she meets minimum qualifications and holds greater seniority than the employee being bumped. An employee subject to layoff may bump into a class with a higher range only if he/she has established permanency in that class and has greater seniority than the person being bumped. Such right to bump must be exercised within five (5) days of notice of layoff.
- 20.5.1** For the purpose of layoff, job family shall be defined as the following groups: Accounting, Clerical, Custodial/Maintenance/Grounds, Instructional Services, and Technical Support. Range shall be defined as salary range.

- 20.5.2** Employees desiring to exercise their option to "bump" shall submit their request in writing to the Human Resource Development Office within five (5) working days from the date of notice.
- 20.5.3** The employee must notify the Human Resource Development Office and the Association of his/her intent to bump a specific incumbent of a specified class. Such notice shall be in writing and submitted within the limits imposed in 20.5.2
- 20.5.4** Any employee so bumped shall also have five (5) days to decide whether to exercise their bumping options, and to notify the Human Resource Development Office of their decision.
- 20.5.5** If an employee bumps into a position higher in range than the position from which he/she is laid off with the same number of hours per day and work year, he/she will be removed from the reemployment/recall list, when his/her salary equals or exceeds their salary prior to the layoff.
- 20.5.6** Employees who bump within their same range and class and maintain the same number of hours per day and work year will be removed from the reemployment/recall list.

20.6 REEMPLOYMENT RIGHTS OF EMPLOYEES:

- 20.6.1** When a vacancy occurs and a layoff reemployment list has been established, the senior employee on that reemployment list will be notified and given hiring preference over new applicants for any vacant position, provided minimum qualifications are met. Notices of all vacancies will be sent to those on the reemployment/recall list first, then to other District employees, and finally to the public. Reemployment shall be in the reverse order of layoff.
- 20.6.2** A reemployment list for each class subject to layoff will be established and maintained for at least 39 months, or until exhausted, whichever comes first.
- 20.6.3** The names of employees who are laid off will be placed on the reemployment list in accordance with length of service in the class plus higher classes.
- 20.6.4** Persons on layoff reemployment lists will be offered reemployment, in the class from which laid off, over all other persons.
- 20.6.5** Except as provided elsewhere in this Article, employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff or to remain in their present classes rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for period of 63 months.
- 20.6.6** A permanent employee who is laid off and is subsequently reemployed within 39 months shall have all rights and privileges restored as of the time of layoff, provided

that no resignation shall have voided those rights in the interim.

20.6.7 Any employee on layoff shall be given preference over any new applicant in employment selection for any class for which he/she meets minimum qualifications.

20.7 PAY STATUS BEFORE AND AFTER EXERCISE OF BUMPING RIGHTS

20.7.1 If a unit member exercises his/her displacement rights, and “bumps” into a position with a higher salary range, the unit member shall be placed on the step of the new range closest to their nearest salary without going over what they would have earned if he/she had remained in their previous held position. If the salary is less, the employee will remain on the reemployment/recall list until the employee’s salary equals or exceeds their salary prior to layoff.

20.7.2 Laid-off unit members shall continue to be paid at his/her present salary range until the bumping process has been completed and he/she has assumed the duties of the position.

20.8 EMPLOYEE NOTIFICATION TO DISTRICT: An employee shall notify the District of his/her intent to accept or refuse reemployment within ten (10) working days following mailing and e-mail with read receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within fifteen (15) working days following mailing and e-mail with a read receipt of the reemployment notice.

Except as provided in this section, an employee given notice of reemployment need not accept the offer to maintain the employee’s eligibility on the reemployment list, provided the employee notifies the District of refusal within ten (10) working days after receipt of said notice. Employees who move into a position that results in a reduction in time or salary range and then declines an offer that will make them whole in terms of hours per day, work year and salary range will be removed from the reemployment/recall list.

20.9 SENIORITY ROSTER: The District shall maintain an annually-updated seniority roster by classification indicating the employee's name, hire date, hours in paid status and all classification and ranges that unit member has held since date of employment with the District. Such rosters shall be available annually by the end of September.

20.10 RIGHTS OF THE DISPLACED EMPLOYEE: Any employee shall receive a lump sum payment for unused vacation on or prior to his/her last day of paid service, with the provision that the District is not responsible for delays derivative of unsuccessful bumping attempts, the order of County warrant runs, or other factors beyond the control of the District.

ARTICLE XXI: RESIGNATION

- 21.1 LETTER OF RESIGNATION:** If an employee wishes to resign from employment, a letter of resignation should be submitted to the immediate supervisor and the District Human Resource Development Office. The intended effective date of resignation should be specified in the letter.
- 21.2 SEPARATION INTERVIEW:** The Human Resources department will arrange a separation interview with a separating employee, subject to cooperation from the employee. This interview is to inform the employee of his/her rights regarding benefits, retirement, and re-hire options, and the employee should be encouraged by the Association to attend. A checklist of items discussed during the interview should be signed by the employee and maintained in the employee's personnel file. Appointments for the separation interview shall be made during the employee's last work week. If these steps are complied with and an employee chooses not to attend the separation interview, the district will be deemed to have complied with this section.
- 21.3 ACCUMULATED VACATION ALLOWANCE:** A permanent employee who is dismissed or resigns shall be granted accumulated vacation allowance. The monetary value of accumulated vacation allowance may be paid in lieu of carrying the employee on the payroll. A probationary employee who has not completed six months of regular employment is not entitled to any vacation allowance upon separation (Ed. Code 88197).
- 21.4 REPAYMENT:** Employees who terminate employment and have used more than their earned leave shall have their last salary payment reduced accordingly.

ARTICLE XXII: RETIREMENT

22.1 EARLY/DISABILITY RETIREMENT: Early retirement is an option for all classified employees who have been accepted by the California Public Employees' Retirement System (CalPERS). Benefits shall be provided to new retirees (after July 1, 2012), subject to the formulas described below.

The annual cost of premiums paid by the District for medical, dental, vision, and life insurance for retirees and eligible dependents shall be the same as that paid by the District for active bargaining unit members. Retirees shall be responsible for any costs above the District's annual contribution.

A bargaining unit member on unpaid leave of absence or who upon retirement is ineligible for the district group health and welfare under the provisions of this article, may continue to participate in the District group health and welfare program, including medical, dental, and vision care, on a self-pay basis by paying the District by the tenth (10th) of each month a sum equal to the premium rate(s) charged by the District for such benefits, if approved by carrier.

In addition, the spouse or registered domestic partner of a retiring unit member, or the surviving spouse or registered domestic partner of a former unit member who either retired or was a District employee at the time of death, may elect to enroll, on a self-pay basis by paying the District by the tenth (10th) of each month a sum equal to the premium rate(s) charged the District for such benefits, if approved by carrier. This enrollment must occur within thirty (30) days of retirement or death of their spouse or registered domestic partner, in any health, dental, or vision insurance plan currently offered through the District to current employees. This does not apply to either the new spouse or registered domestic partner upon the remarriage of a surviving spouse or registered domestic partner of a former unit member or the children of a current or former unit member.

The District will make contributions for a period of time based on years of service as described below:

If the age of the bargaining unit member, at the time of retirement, plus years of service equal sixty-five (65), the retiree will receive 10 years of benefits, or until the retiree becomes eligible for Medicare, whichever comes first.

For every additional two years of age plus years of service, the retiree will receive an additional year of benefits, up to 15 years, or until the retiree becomes eligible for Medicare, whichever comes first.

Disability Retirement: If the bargaining unit member has at least fifteen years of service, the retiree will receive 10 years of benefits, or until the retiree becomes eligible for Medicare, whichever comes first.

If the bargaining unit member has at least twenty-five years of service, the retiree will receive 15 years of benefits, or until the retiree becomes eligible for Medicare, whichever comes first.

By way of illustration, if an employee is fifty years old and has been employed by Barstow

College for twenty-five years, the employee will have accumulated for purposes of this Article, 75 “points”. Should this employee retire, he/she will be entitled to fifteen years of benefit coverage or until Medicare eligible, whichever comes first.

Further by way of illustration, if an employee is fifty-two years old and has worked for Barstow College for nineteen years, the employee would have accumulated for purposes of this Article, 71 “points”. Should the employee retire at this time, he/she will be entitled to thirteen years of benefit coverage or until Medicare eligible, whichever comes first.

CHART OF BENEFIT COVERAGE:

<u>“Points (total age and years of service)”</u>	<u>Length of coverage*</u>
65	10 years
67	11 years
69	12 years
71	13 years
73	14 years
75	15 years

*As soon as the employee becomes eligible, Medicare coverage will take over and substitute in for the benefits provided by the District.

ARTICLE XXIII: TOOLS AND SUPPLIES

- 23.1 TOOLS AND SUPPLIES:** The District shall provide adequate tools and equipment it requires for use by Unit members in the performance of their assigned duties.
- 23.2** Unit members shall be responsible for all tools, equipment, keys, uniforms, etc. issued to them by the District.
- 23.3** All such District property shall be returned to the District upon termination of employment, equipment replacement, or as otherwise directed by the District.
- 23.4** Unit members may be required to reimburse the District for all items lost, damaged, or stolen as a result of the unit member's failure to exercise reasonable care.
- 23.5** Through a mutually agreed upon vendor, the District agrees to provide appropriate apparel at the District's expense for Maintenance, Grounds, and Custodial staff. The cleaning and minor repairs of these uniforms shall be the responsibility of the employee. If the District and CSEA cannot agree on a vendor, then the District reserves the right to make that selection.
- 23.6** The District shall require that all Maintenance, Grounds, Custodial, and Instructional Lab - Sciences staff will wear the provided apparel during the course of working hours.
- 23.7** A new Maintenance, Grounds or Custodial employee shall be issued five new complete uniforms, one matching work jacket, safety glasses, and one pair of safety shoes to be purchased by the District. An Instructional Lab – Sciences employee shall be issued five lab jackets and one pair of safety glasses to be purchased by the District.
- 23.8** Prescription safety glasses will be provided at District expense. The District will contract with a mutually agreed upon vendor to provide safety glasses. The vendor will offer a variety of frame choices to the unit member, as well as UV and/or photo gray lenses. Safety glasses will be provided to unit members as necessary. If the District and CSEA cannot agree on a vendor, then the District reserves the right to make that selection.
- 23.9** The District shall contract with a mutually agreed upon vendor to supply safety shoes/boots. The vendor shall offer a variety of safety shoes/boots from which the unit member can select. The safety shoes/boots will be appropriately sized, i.e., fit comfortably. If the District and CSEA cannot agree on a vendor, then the District reserves the right to make that selection.
- 23.10 Frequency of Exchange of Uniforms and Safety Shoes:**
- The District shall replace uniforms, safety shoes, and work jacket on an as-needed basis. Visibly worn uniforms and jackets shall be replaced by the District. Safety shoes/boots that are worn and/or no longer provide protection against possible injury shall be replaced. The supervisor shall determine such need, on the basis of the employee turning in damaged items. Prescription safety glasses will be replaced based upon the recommendation of an optometrist. The District shall pay the cost of all uniforms, jackets, and safety shoes as stated in Ed. Code 88037, and in accordance with this article. Uniforms, safety shoes/boots, or safety glasses shall be returned to the District upon receipt of replacement items.

ARTICLE XXIV: SAFETY

- 24.1 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 or federal law. If a bargaining unit member reports an issue with health, safety, or sanitation requirements to the Safety Manager, the Manager will respond in writing, within a reasonable time after an assessment of the problem, with appropriate action to be taken to resolve the reported problem.
- 24.2 NO DISCRIMINATION:** No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 24.1.
- 24.3 INJURY AND ILLNESS PREVENTION PLAN (IIPP):** All members of the bargaining unit will be required to participate in Injury and Illness Prevention Plan safety briefings and any other training mandated by the state legislature and/or CAL/OSHA. Every provision will be made to hold these safety briefings during regular work hours, however, if this is not possible, those unit members who attend a safety meeting on their own time will be compensated accordingly.
- 24.4 SAFETY COMMITTEE:** The bargaining unit will appoint two (2) classified employees to serve on the District's Facilities and Safety Committee. Committee members will be given release time to attend all committee meetings concerning safety, and related training.

ARTICLE XXV: JOB STEWARDS

25.1 DESIGNATION:

25.1.1 It is agreed that the Association may designate three (3) Job Stewards and that it will keep the District Human Resource Office advised of current designees.

25.1.2 Written notice of names of designated Job Stewards will be delivered to the Human Resource Office prior to such Job Stewards acting in that capacity.

25.2 RELEASE TIME:

25.2.1 An Association Job Steward, CSEA President or Vice President will be released from duties without loss of compensation for the processing of grievances consistent with Article 27 to represent employees at conferences which may result in discipline in accordance with Article 26 and/or legal proceedings.

25.2.2 The Job Steward, CSEA President or Vice President shall first secure the permission of his/her supervisor for release from duties for the reasons stated immediately above in Article 25.2.1. Such permission from the supervisor shall not be unreasonably denied.

25.3 AUTHORITY: Upon written request of the employee, Job Stewards shall have the authority to file notice and take action on behalf of bargaining unit employees relative to the rights afforded under this Agreement. A copy of such written request shall be furnished to the District prior to the Job Steward taking any such action.

25.4 REPRESENTATION: An employee has the right to have present a CSEA representative (Job Steward or CSEA Officer -- President or Vice President -- of his or her choice) in any conference with his/her supervisor or other management personnel which the employee reasonably believes may result in discipline or possible grievance. The CSEA representative must provide reasonable notice to his/her supervisor and shall receive release time for the meeting.

ARTICLE XXVI: DISCIPLINE

26.1 CAUSES: The Board of Trustees may suspend, demote, or dismiss a permanent bargaining unit member for just cause, including but not limited to the following:

26.1.1 Unsatisfactory conduct, such as:

- A)** Conviction of a crime carrying felony punishment, even though such punishment may not be imposed.
- B)** Conviction of any crime involving moral turpitude.
- C)** Discourteous, offensive or abusive conduct or language toward another employee, a student or a member of the public.
- D)** Dishonesty.
- E)** Reporting for work or working while intoxicated, impaired or otherwise under the influence of alcohol or illegal drugs, or while in possession of alcoholic beverage or a controlled substance on District property or in a District-owned vehicle, or working while under the influence of alcohol or illegal drugs.
- F)** Commission of any sex offense as defined in Ed. Code Section 87011 or under Penal Code 261.5.
- G)** Commission of any narcotics offense as defined in Ed. Code Section 87011 or under Health and Safety Code 11361.
- H)** Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any District records.
- I)** Altering records of the District without authorization.
- J)** Repeated malingering during the course of a normal working day. (Malingering means to pretend incapacity (as illness) so as to avoid duty or work.)
- K)** Engaging in political activities while on a work duty status.
- L)** Possession of a gun, knife or other weapon having similar deadly capabilities on school grounds.
- M)** Sleeping on the job.
- N)** Any conduct committed while on duty or on District premises which would constitute either a felony or misdemeanor criminal offense.
- O)** Assault or battery upon another person while on the job or while on District property.

- P) Any intentional, reckless or negligent conduct while on the job or while on District property which threatens the safety or welfare of the employee, any student, any member of the public, or any other District employee.

26.1.2 Unsatisfactory fulfillment of job responsibilities such as:

- A) Incompetency or inefficiency in the performance of the duties of the position.
- B) Insubordination (including, but not limited to, refusal or failure to do assigned work).
- C) Carelessness or negligence in the performance of duty, or in the care and use of District property.
- D) Misuse or misappropriation of District property.
- E) Willful violation of the Education Code, Title V of the California Administrative Code, any rules of the Governing Board, or any term of this Agreement.
- F) Denial, suspension, revocation or non-renewal of a license, permit or any other document(s) required by the nature of the position.
- G) Receipt by the District from the District's insurance carrier of a request in writing for an endorsement excluding the unit member from coverage under the District's insurance policy while driving a motor vehicle because of increased risk due to the unit member's poor driving record, where driving is required by the job.
- H) Physical or mental inability to perform duties of the assignment as determined by a qualified physician. If the District requires an employee to undergo a physical or mental examination, the District shall either provide the required examination, cause it to be provided, or provide the employee with reasonable reimbursement for the required examination.
- I) Failure to report for duty without satisfactory explanation.
- J) Refusal to attend or answer questions at a meeting or interview in connection with a lawful investigation initiated by the District.

26.1.3 Other reasons, such as:

- A) Advocacy of overthrow of federal, state or local government by force, violence or other lawful means.
- B) Interference with the operations of the District, including but not limited to, any work stoppage or slowdown.

26.1.4 The term "conviction" as used above, shall mean conviction in trial court based upon a plea of guilty or nolo contendere, or a finding of guilty after a court or jury trial.

26.1.5 Abandonment of Position: Absence without leave, without sufficient explanation, for three (3) consecutive days will be considered an automatic resignation from employment as of the last day on which the bargaining unit member worked.

26.2 DISCOVERY: The bargaining unit member shall have the right to inspect and receive copies (upon payment of a reasonable copy fee) of any documents or other materials in the possession of, or under the control of, the District which are relevant to the disciplinary action to be imposed, at times and places reasonable for the unit member and for the District.

26.3 IMMEDIATE SUSPENSION:

26.3.1 Pending investigation, by the District, of accusations against a bargaining unit member involving a misappropriation of public funds or property; furnishing controlled substances; committing a sex offense (as defined in Ed. Code Section 87010 or Penal Code 261.5) with a minor student of the District; assault or battery upon another person while on the job, or while on school premises or adjacent thereto, or while on a field trip, outing or other District-sponsored activity; committing any act which would constitute a felony or a misdemeanor involving moral turpitude, or would threaten the safety or welfare of the employee, student, the public, or other District employees; the District may suspend the unit member with or without pay for a period not to exceed twenty (20) working days. The suspension may be terminated by the District giving twenty-four (24) hours written notice to the unit member.

26.3.2 If a disciplinary hearing is commenced on or before the date such suspension is terminated, any final disciplinary action which may be imposed by the Board of Trustees, may be made retroactive to any date on or after the date the bargaining unit member was first suspended.

26.4 DOCUMENTATION OF PRIOR NOTICE: When the charges against the unit member is as set forth in 26.1.2, A, B or C, the District must show that prior verbal and/or written warning by the supervisor have failed to result in remediation of the unsatisfactory performance or behavior.

Written confirmation of a verbal warning may be kept in a secured separate file by the employee's supervisor, but shall not be placed in the bargaining unit member's official personnel file. Nothing prevents the incident giving rise to the warning from being referenced in any future written warnings or charges that are placed in a bargaining unit member's personnel file under this Article if the employee has failed to remediate the unsatisfactory performance or behavior or engages in future misconduct.

26.5 BARGAINING UNIT MEMBER'S PRIOR MISCONDUCT: In arriving at a decision for disciplinary action, the Governing Board may consider prior disciplinary action against the unit member in accordance with the "Two Year" rule as contained in Ed. Code Section 88013.

26.6 GOVERNING BOARD'S DECISION: The determination that cause exists for discipline under Article VII, resides solely with the District. The burden of proof shall remain with the District.

26.7 STATEMENT OF CHARGES, NOTICE TO RESPONDENT AND NOTICE OF DEFENSE, EXCEPT WHERE IMMEDIATE SUSPENSION IS WARRANTED UNDER 26.3: Notification of disciplinary action shall be as prescribed in Ed. Code Section 88016, except as follows:

26.7.1 A Bargaining Unit member to be disciplined (Respondent) shall be served with a written Statement of Charges against him/her. The written Statement of Charges shall be signed by the Human Resource Officer or his designee, and shall inform the Respondent in ordinary and concise language of the specific acts and/or omissions upon which the proposed disciplinary action is based. If it is alleged that the Respondent has violated a rule or regulation of the District, or a statutory or administrative code provision, the rule, regulation or code provision shall be set forth in or appended to the Statement of Charges. Also included must be a statement of the facts showing how the violation occurred, and a statement of the punishment or discipline sought to be imposed.

26.7.2 The Statement of Charges shall be accompanied by a Notice to the Respondent informing him/her of the Governing Board's intent to discipline him/her, and that he/she is entitled to a hearing on the charges. The Respondent shall be supplied with a copy of this Article relating to suspension, demotion and dismissal, together with a copy of Education Code Section 88013 and 88016, and the specific statutory or administrative code section alleged to have been violated, if any.

26.7.3 The Statement of Charges and Notice to the Respondent shall be accompanied by a paper (Notice of Defense), the signing and filing of which, by the Respondent, shall constitute a demand for a hearing and a denial of all charges, accompanied by a request for either an open or closed hearing. The Respondent shall be given at least five (5) calendar days from the time the charges are personally served on him/her in which to return the Notice of Defense asking for a hearing.

26.7.4 The Statement of Charges, Notice to the Respondent, Notice of Defense, Contract Provisions, and the appropriate Education and other Code Sections shall be served upon the Respondent, either personally or by certified mail, sent to the Respondent at his/her last address as shown in the records of the District.

26.8 ADMINISTRATIVE RECOMMENDATION OF DISMISSAL:

26.8.1 When the administrative recommendation is for dismissal the unit member or Governing Board may request that the case be heard before a hearing officer. The hearing officer shall be mutually agreed upon by the District and CSEA. In such cases, the Governing Board will consider the findings of the hearing officer before making a final decision.

26.8.2 If the unit member is under immediate suspension, Section 26.3, the period of suspension may be extended until a final determination has been made.

26.9 HEARING BEFORE THE BOARD OF TRUSTEES:

26.9.1 The discipline hearing shall be held before the Board of Trustees. Upon request of

CSEA, the District shall obtain the services of a California licensed attorney, or a hearing officer from the State Conciliation and Mediation Services, to conduct the hearing, rule on the admissibility of exhibits and evidence, and rule on objections during examination and cross-examination. The cost of the hearing officer shall be split between the District and CSEA. The hearing shall be held in closed session, unless the bargaining unit member requests in writing an open hearing. The following guidelines shall be used in conducting hearings.

- A) Oral evidence shall be taken only on oath of affirmation.
- B) Each party shall have the right to call and examine witnesses; and to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness, regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the accused unit member (Respondent) does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.
- C) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admissions of such evidence over objection in civil actions.

Hearsay evidence may be used for the purpose of supplementing and examining other evidence, but shall not be sufficient standing by itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing.

26.9.2 At the conclusion of the hearing, the Governing Board shall retire and deliberate in private to determine whether the charges have been proven. If the Governing Board finds that the charges have been proven, it may issue a resolution ordering a reprimand of the unit member, a reassignment, a suspension without pay, a demotion or a dismissal. The Governing Board shall announce its decision and the vote of each Governing Board member in public session.

26.9.3 Thereafter, the resolution shall be served upon the unit member personally, or by certified mail at his/her last address as shown in the records of the District. After receipt of the resolution, the bargaining unit member may request, within fifteen (15) calendar days, a written statement of the findings. The statement of findings will not be written unless requested by the bargaining unit member. Once written, the findings will be placed in the personnel file.

26.9.4 If, at the conclusion of the hearing, the Governing Board finds the bargaining unit member free from guilt, an appropriate statement of innocence may be put into his/her personnel file upon request of the employee.

ARTICLE XXVII: GRIEVANCE PROCEDURE

27.1 DEFINITIONS

- 27.1.1 Grievance:** A grievance is a complaint alleging there has been a misinterpretation, misapplication, or violation of the terms of this Agreement.
- 27.1.2 Grievant:** An individual bargaining unit member, a group of bargaining unit members, and/or the Association may be a grievant. Any grievant shall be entitled to have an Association representative present at any stage of the grievance procedure. Nothing herein shall preclude any grievant from filing and processing their grievance with the assistance of a representative at any stage.
- 27.1.3 Day:** Any day in which the central administrative office of the District is open for business.
- 27.1.4 Supervisor:** The lowest level supervisor having jurisdiction to adjust a grievance.
- 27.1.5 Grievance Form:** In order to facilitate the grievance procedure, Appendix D, entitled "Grievance Narrative Form," will be filled out and will describe the nature of the grievance and the remedial action requested by the individual grievant or group. A copy of the grievance will be distributed to the immediate supervisor, CSEA local chapter, and the Human Resource Development Office.

27.2 BARGAINING UNIT MEMBER RIGHTS

- 27.2.1** The bargaining unit member may initiate a grievance without the intervention of the Association. The Association may file a grievance with or without the affected member's consent. The Association shall be furnished a copy of all grievances, when filed, and a copy of all resolutions, when resolved, at each formal level. All written grievance settlements shall be subject to the approval of the Association.
- 27.2.2** No employee submitting a grievance with the assistance of a representative shall be required or requested at any stage of the grievance procedure to discuss privately with any District manager any aspect of the submitted grievance without presence of such representative.
- 27.2.3** All reasonable efforts should be made to schedule meetings to discuss grievances pursuant to these grievance procedures so as to minimize disruptions of work assignments. The Association President, Vice President, or Job Steward shall be released without loss of compensation to attend conferences with designated District representatives described in this Article. This provision shall not prevent the approval by the District of a request for release time of up to one hour to conduct an investigation into the underlying facts that may be the basis of a grievance.
- 27.2.4** No grievance shall be resolved at Level I or higher without the Association's representation.

27.2.5 If it appears that the same grievance, or substantially the same grievance, has been submitted by more than one employee, the parties shall meet and attempt to agree upon a procedure for the handling and possible consolidation of such grievances.

27.2.6 Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to, provided, however, that any such requirements or time limits may be extended or waived by the expressed written agreement of the parties. If the District's authorized representative fails to answer a grievance within the time limits specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance to the next step of the grievance procedure. Failure by the grievant/Association to appeal a decision within specified time limits shall be deemed as acceptance of the decision, and the grievance shall be deemed terminated.

27.3 GRIEVANCE PROCESS

27.3.1 INFORMAL LEVEL: It is the intent of the parties to this Agreement that any complaint which might later constitute a grievance be resolved at the earliest practicable stage. Therefore, every effort to resolve such complaints through informal conferences between the parties involved should be made. The grievant shall notify his/her supervisor/agent of the District of the need to conduct an informal conference within fifteen (15) days of the time an employee knew, or reasonably should have known, of the occurrence. A conference between the grievant/Association and the District agent shall be conducted within ten (10) days of this notification. After this conference, the District agent shall provide the grievant with a response within five (5) days.

27.3.2 FORMAL LEVEL I: Where a satisfactory resolution has not been reached at the Informal Level, the grievance shall be forwarded on the appropriate form to the President or designee within ten (10) days after the District's response.

The President or designee shall provide a written response within ten (10) days from receipt of a written grievance. Within those 10 days, the Superintendent/President or designee, the grievant, or the Association, may request a conference to discuss a possible resolution to the grievance. If a conference is held, the written response shall be due within ten (10) days or within five (5) days of the conference, whichever occurs later.

27.3.3 FORMAL LEVEL II: Where a satisfactory resolution has not been reached at the Formal Level I, the Association may seek to request a review of the Formal Level I response through either mediation, advisory arbitration or a direct appeal to the Board.

27.4 MEDIATION: If mediation is chosen as the method of review, the Association shall contact the State Mediation Conciliation Service to appoint a mediator. The mediator shall meet with the grievant and District in an effort to resolve the dispute. If the mediator is unable to do so, he/she shall prepare a report to be presented to the Board of Trustees. The report shall include the Mediator's findings of fact and recommendation for resolution of the grievance.

27.5 ARBITRATION

27.5.1 When advisory arbitration is selected, it shall be conducted by an arbitrator selected from a list supplied by the State Mediation Conciliation Association. Each party will

alternately strike from the list until one (1) name remains. The order of striking shall be determined by lot.

27.5.2 The daily fees of the arbitrator and the reimbursement of the arbitrator's travel and subsistence expenses, as well as the cost of the hearing room, will be equally shared by the parties. All other costs will be borne by the party incurring them.

27.5.3 The arbitrator's decision and/or recommendation shall be submitted to the Board of Trustees prior to the final decision.

27.6 APPEAL TO THE BOARD

27.6.1 The Board of Trustees shall base its decision solely on the written record unless, upon review, the Board determines that it wishes to hear additional evidence. If such additional evidence is sought, the Board shall invite, in writing, all parties of interest to participate.

27.6.2 The Board shall inform the grievant/Association, in writing, of its decision within thirty (30) days after receiving the grievance, or the fact finding report, or the arbitrator's report.

27.6.3 The decision of the Board shall be final.

ARTICLE XXVIII: DEFINITIONS

28.1 DEFINITIONS:

28.1.1 Any term defined in Education Code 88000 et seq, or in Government Code Sections 3540 – 3549 (EERA), and PERB regulations shall apply to this Agreement.

28.1.2 Position classification shall be defined as job title as referenced in Appendix A.

28.1.3 Class shall be defined as listed in Article 15 of this Agreement.

28.2 SCOPE OF REPRESENTATION: The scope of representation is defined by all matters relating to wages, hours and other terms and conditions of employment defined by section 3543.2 of the Government Code and cases interpreting that section.

ARTICLE XXIX: REOPENERS

- 29.1** The parties agree that for 2013-2014, and 2014-2015, either party may request to reopen the provisions of Article XI and any other articles relating to economic issues, any two other articles of choice, and any other articles mutually agreed upon.
- 29.2** Upon request by the Association or the District, negotiations may be reopened at any time to discuss possible changes in health insurance plans after requisite public notice demands of the Government Code have been met.

ARTICLE XXX: RELEASE TIME

- 30.1** The CSEA Chapter President shall be granted one hour per week release time to hold office hours. During this time, the Chapter President may meet with unit employees on an individual case basis or District representatives in regard to employer-employee relations matters. Unit employees must request approval from their supervisor before release time is granted. Supervisors will not unreasonably deny requests for release time. The Chapter President will minimize the impact on a particular department by holding individual, as opposed to group meetings, whenever possible. Except in rare instances requiring immediate attention, employer-employee relations matters will only be addressed during the release time. The one hour will be a set time each week, but may be adjusted to minimize impact on a particular department. It is understood that release time for the preparation and processing of grievances as defined in Article 25.2.1, and negotiations is separate from this one hour per week.
- 30.2** With the approval of the District President or designee, an additional hour release time may occasionally be granted if discussions on a particular administrative issue are expected to last longer than the one hour release time. The District President or designee may also grant exceptions to discuss administrative concerns as required.
- 30.3** The District believes that this Article is of questionable validity under Education Code Section 88210. Accordingly, the parties acknowledge that in agreeing to this provision, the District is not waiving any statutory rights it might have or be precluded from taking any action permitted by law in the event it is determined that this Article is illegal or unenforceable.

**APPENDIX A
BARSTOW COMMUNITY COLLEGE CLASSIFIED SERVICE**

POSITION TITLE	SALARY RANGE
Accounting Assistant	14
Admissions & Records Office Coordinator	19
Accounting Technician – Accounts Payable/Receivable.	17
Accounting Technician – Student Accounts.....	16
Administrative Secretary	16
Admissions & Records Technician II	14
Assistant Coordinator for OSS Learning Support	20
Bookstore Operations Assistant	12
Career/Transfer Center-Student Success Specialist	16
Custodian	9
Database Analyst	26
Database Analyst II	28
EOPS Program Specialist	17
Financial Aid Technician I.	13
Financial Aid Technician II	18
Financial Aid Technician III	22
Grounds Specialist	11
Grant Technician	18
Instruction Lab Assistant I – Computer	12
Instruction Lab Assistant II - Computer	15
Instruction Lab Assistant I – OSS.	12
Instruction Lab Assistant - Sciences	16
Instruction Office Coordinator	20
Instructional Media Technician	16
Library Technician I	14
Library Technician II	18
Maintenance Operations Technician	15
Network Administrator	25
Payroll Technician	19

PC/Network Specialist	21
Purchasing Technician	18
Secretary	12
Site Office Coordinator	19
Skilled Maintenance Specialist	19
Special Programs Specialist	17
Student Services Technician	14
Tutorial Services Specialist	16
Web Services Specialist	18
Web Content Technician	15
Webmaster	23

7/1/2014

Barstow Community College
Classified Salary Schedule

Grade/Step	1	2	3	4	5	6	7	8	9
3	\$ 11.00	\$ 11.45	\$ 11.90	\$ 12.38	\$ 12.87	\$ 13.20	\$ 13.52	\$ 13.87	\$ 14.21
	\$ 953.50	\$ 992.50	\$ 1,031.50	\$ 1,072.50	\$ 1,115.00	\$ 1,144.00	\$ 1,172.00	\$ 1,202.00	\$ 1,231.50
	\$ 1,907.00	\$ 1,985.00	\$ 2,063.00	\$ 2,145.00	\$ 2,230.00	\$ 2,288.00	\$ 2,344.00	\$ 2,404.00	\$ 2,463.00
4	\$ 11.45	\$ 11.90	\$ 12.38	\$ 12.87	\$ 13.39	\$ 13.73	\$ 14.07	\$ 14.42	\$ 14.78
	\$ 992.50	\$ 1,031.50	\$ 1,072.50	\$ 1,115.00	\$ 1,160.50	\$ 1,189.50	\$ 1,219.00	\$ 1,250.00	\$ 1,280.50
	\$ 1,985.00	\$ 2,063.00	\$ 2,145.00	\$ 2,230.00	\$ 2,321.00	\$ 2,379.00	\$ 2,438.00	\$ 2,500.00	\$ 2,561.00
5	\$ 11.90	\$ 12.38	\$ 12.87	\$ 13.39	\$ 13.93	\$ 14.27	\$ 14.64	\$ 14.99	\$ 15.36
	\$ 1,031.50	\$ 1,072.50	\$ 1,115.00	\$ 1,160.50	\$ 1,207.00	\$ 1,236.50	\$ 1,268.50	\$ 1,299.50	\$ 1,331.50
	\$ 2,063.00	\$ 2,145.00	\$ 2,230.00	\$ 2,321.00	\$ 2,414.00	\$ 2,473.00	\$ 2,537.00	\$ 2,599.00	\$ 2,663.00
6	\$ 12.38	\$ 12.87	\$ 13.39	\$ 13.93	\$ 14.49	\$ 14.84	\$ 15.21	\$ 15.60	\$ 15.99
	\$ 1,072.50	\$ 1,115.00	\$ 1,160.50	\$ 1,207.00	\$ 1,255.50	\$ 1,286.50	\$ 1,318.00	\$ 1,352.00	\$ 1,385.50
	\$ 2,145.00	\$ 2,230.00	\$ 2,321.00	\$ 2,414.00	\$ 2,511.00	\$ 2,573.00	\$ 2,636.00	\$ 2,704.00	\$ 2,771.00
7	\$ 12.87	\$ 13.39	\$ 13.93	\$ 14.49	\$ 15.08	\$ 15.43	\$ 15.82	\$ 16.22	\$ 16.63
	\$ 1,115.00	\$ 1,160.50	\$ 1,207.00	\$ 1,255.50	\$ 1,306.50	\$ 1,337.50	\$ 1,371.00	\$ 1,406.00	\$ 1,441.00
	\$ 2,230.00	\$ 2,321.00	\$ 2,414.00	\$ 2,511.00	\$ 2,613.00	\$ 2,675.00	\$ 2,742.00	\$ 2,812.00	\$ 2,882.00
8	\$ 13.39	\$ 13.93	\$ 14.49	\$ 15.08	\$ 15.66	\$ 16.05	\$ 16.46	\$ 16.86	\$ 17.29
	\$ 1,160.50	\$ 1,207.00	\$ 1,255.50	\$ 1,306.50	\$ 1,357.00	\$ 1,391.00	\$ 1,426.50	\$ 1,461.50	\$ 1,498.50
	\$ 2,321.00	\$ 2,414.00	\$ 2,511.00	\$ 2,613.00	\$ 2,714.00	\$ 2,782.00	\$ 2,853.00	\$ 2,923.00	\$ 2,997.00
9	\$ 13.93	\$ 14.49	\$ 15.08	\$ 15.66	\$ 16.29	\$ 16.70	\$ 17.11	\$ 17.54	\$ 17.99
	\$ 1,207.00	\$ 1,255.50	\$ 1,306.50	\$ 1,357.00	\$ 1,411.50	\$ 1,447.00	\$ 1,483.00	\$ 1,520.00	\$ 1,559.00
	\$ 2,414.00	\$ 2,511.00	\$ 2,613.00	\$ 2,714.00	\$ 2,823.00	\$ 2,894.00	\$ 2,966.00	\$ 3,040.00	\$ 3,118.00
10	\$ 14.49	\$ 15.08	\$ 15.66	\$ 16.29	\$ 16.94	\$ 17.37	\$ 17.79	\$ 18.25	\$ 18.70
	\$ 1,255.50	\$ 1,306.50	\$ 1,357.00	\$ 1,411.50	\$ 1,468.50	\$ 1,505.00	\$ 1,542.00	\$ 1,582.00	\$ 1,621.00
	\$ 2,511.00	\$ 2,613.00	\$ 2,714.00	\$ 2,823.00	\$ 2,937.00	\$ 3,010.00	\$ 3,084.00	\$ 3,164.00	\$ 3,242.00
11	\$ 15.08	\$ 15.66	\$ 16.29	\$ 16.94	\$ 17.63	\$ 18.06	\$ 18.51	\$ 18.98	\$ 19.45
	\$ 1,306.50	\$ 1,357.00	\$ 1,411.50	\$ 1,468.50	\$ 1,527.50	\$ 1,565.50	\$ 1,604.00	\$ 1,644.50	\$ 1,686.00
	\$ 2,613.00	\$ 2,714.00	\$ 2,823.00	\$ 2,937.00	\$ 3,055.00	\$ 3,131.00	\$ 3,208.00	\$ 3,289.00	\$ 3,372.00
12	\$ 15.66	\$ 16.29	\$ 16.94	\$ 17.63	\$ 18.32	\$ 18.78	\$ 19.25	\$ 19.74	\$ 20.23
	\$ 1,357.00	\$ 1,411.50	\$ 1,468.50	\$ 1,527.50	\$ 1,588.00	\$ 1,627.50	\$ 1,668.50	\$ 1,710.50	\$ 1,753.50
	\$ 2,714.00	\$ 2,823.00	\$ 2,937.00	\$ 3,055.00	\$ 3,176.00	\$ 3,255.00	\$ 3,337.00	\$ 3,421.00	\$ 3,507.00
13	\$ 16.29	\$ 16.94	\$ 17.63	\$ 18.32	\$ 19.06	\$ 19.54	\$ 20.02	\$ 20.52	\$ 21.04
	\$ 1,411.50	\$ 1,468.50	\$ 1,527.50	\$ 1,588.00	\$ 1,651.50	\$ 1,693.50	\$ 1,735.00	\$ 1,778.50	\$ 1,823.50
	\$ 2,823.00	\$ 2,937.00	\$ 3,055.00	\$ 3,176.00	\$ 3,303.00	\$ 3,387.00	\$ 3,470.00	\$ 3,557.00	\$ 3,647.00
14	\$ 16.94	\$ 17.63	\$ 18.32	\$ 19.06	\$ 19.83	\$ 20.31	\$ 20.82	\$ 21.35	\$ 21.88
	\$ 1,468.50	\$ 1,527.50	\$ 1,588.00	\$ 1,651.50	\$ 1,718.50	\$ 1,760.00	\$ 1,804.50	\$ 1,850.00	\$ 1,896.50
	\$ 2,937.00	\$ 3,055.00	\$ 3,176.00	\$ 3,303.00	\$ 3,437.00	\$ 3,520.00	\$ 3,609.00	\$ 3,700.00	\$ 3,793.00
15	\$ 17.63	\$ 18.32	\$ 19.06	\$ 19.83	\$ 20.61	\$ 21.13	\$ 21.67	\$ 22.19	\$ 22.75
	\$ 1,527.50	\$ 1,588.00	\$ 1,651.50	\$ 1,718.50	\$ 1,786.50	\$ 1,831.00	\$ 1,878.00	\$ 1,923.50	\$ 1,971.50
	\$ 3,055.00	\$ 3,176.00	\$ 3,303.00	\$ 3,437.00	\$ 3,573.00	\$ 3,662.00	\$ 3,756.00	\$ 3,847.00	\$ 3,943.00
16	\$ 18.32	\$ 19.06	\$ 19.83	\$ 20.61	\$ 21.44	\$ 21.98	\$ 22.53	\$ 23.09	\$ 23.66
	\$ 1,588.00	\$ 1,651.50	\$ 1,718.50	\$ 1,786.50	\$ 1,858.50	\$ 1,904.50	\$ 1,952.50	\$ 2,001.00	\$ 2,050.50
	\$ 3,176.00	\$ 3,303.00	\$ 3,437.00	\$ 3,573.00	\$ 3,717.00	\$ 3,809.00	\$ 3,905.00	\$ 4,002.00	\$ 4,101.00
17	\$ 19.06	\$ 19.83	\$ 20.61	\$ 21.44	\$ 22.30	\$ 22.86	\$ 23.42	\$ 24.01	\$ 24.61
	\$ 1,651.50	\$ 1,718.50	\$ 1,786.50	\$ 1,858.50	\$ 1,933.00	\$ 1,981.00	\$ 2,030.00	\$ 2,081.00	\$ 2,132.50
	\$ 3,303.00	\$ 3,437.00	\$ 3,573.00	\$ 3,717.00	\$ 3,866.00	\$ 3,962.00	\$ 4,060.00	\$ 4,162.00	\$ 4,265.00
18	\$ 19.83	\$ 20.61	\$ 21.44	\$ 22.30	\$ 23.19	\$ 23.78	\$ 24.36	\$ 24.97	\$ 25.59
	\$ 1,718.50	\$ 1,786.50	\$ 1,858.50	\$ 1,933.00	\$ 2,010.00	\$ 2,060.50	\$ 2,111.00	\$ 2,164.00	\$ 2,218.00
	\$ 3,437.00	\$ 3,573.00	\$ 3,717.00	\$ 3,866.00	\$ 4,020.00	\$ 4,121.00	\$ 4,222.00	\$ 4,328.00	\$ 4,436.00
19	\$ 20.61	\$ 21.44	\$ 22.30	\$ 23.19	\$ 24.12	\$ 24.73	\$ 25.34	\$ 25.97	\$ 26.63
	\$ 1,786.50	\$ 1,858.50	\$ 1,933.00	\$ 2,010.00	\$ 2,090.50	\$ 2,143.00	\$ 2,196.00	\$ 2,251.00	\$ 2,307.50
	\$ 3,573.00	\$ 3,717.00	\$ 3,866.00	\$ 4,020.00	\$ 4,181.00	\$ 4,286.00	\$ 4,392.00	\$ 4,502.00	\$ 4,615.00

1

Grade/Step	1	2	3	4	5	6	7	8	9
20	\$ 21.44	\$ 22.30	\$ 23.19	\$ 24.12	\$ 25.09	\$ 25.70	\$ 26.35	\$ 27.01	\$ 27.68
	\$ 1,858.50	\$ 1,933.00	\$ 2,010.00	\$ 2,090.50	\$ 2,174.00	\$ 2,227.50	\$ 2,283.50	\$ 2,340.50	\$ 2,399.00
	\$ 3,717.00	\$ 3,866.00	\$ 4,020.00	\$ 4,181.00	\$ 4,348.00	\$ 4,455.00	\$ 4,567.00	\$ 4,681.00	\$ 4,798.00
21	\$ 22.30	\$ 23.19	\$ 24.12	\$ 25.09	\$ 26.08	\$ 26.74	\$ 27.40	\$ 28.09	\$ 28.79
	\$ 1,933.00	\$ 2,010.00	\$ 2,090.50	\$ 2,174.00	\$ 2,260.00	\$ 2,317.00	\$ 2,375.00	\$ 2,434.50	\$ 2,495.00
	\$ 3,866.00	\$ 4,020.00	\$ 4,181.00	\$ 4,348.00	\$ 4,520.00	\$ 4,634.00	\$ 4,750.00	\$ 4,869.00	\$ 4,990.00
22	\$ 23.19	\$ 24.12	\$ 25.09	\$ 26.08	\$ 27.13	\$ 27.80	\$ 28.51	\$ 29.22	\$ 29.94
	\$ 2,010.00	\$ 2,090.50	\$ 2,174.00	\$ 2,260.00	\$ 2,351.00	\$ 2,409.50	\$ 2,471.00	\$ 2,532.50	\$ 2,594.50
	\$ 4,020.00	\$ 4,181.00	\$ 4,348.00	\$ 4,520.00	\$ 4,702.00	\$ 4,819.00	\$ 4,942.00	\$ 5,065.00	\$ 5,189.00
23	\$ 24.12	\$ 25.09	\$ 26.08	\$ 27.13	\$ 28.21	\$ 28.92	\$ 29.64	\$ 30.38	\$ 31.14
	\$ 2,090.50	\$ 2,174.00	\$ 2,260.00	\$ 2,351.00	\$ 2,445.00	\$ 2,506.00	\$ 2,568.50	\$ 2,633.00	\$ 2,698.50
	\$ 4,181.00	\$ 4,348.00	\$ 4,520.00	\$ 4,702.00	\$ 4,890.00	\$ 5,012.00	\$ 5,137.00	\$ 5,266.00	\$ 5,397.00
24	\$ 25.09	\$ 26.08	\$ 27.13	\$ 28.21	\$ 29.34	\$ 30.08	\$ 30.82	\$ 31.60	\$ 32.38
	\$ 2,174.00	\$ 2,260.00	\$ 2,351.00	\$ 2,445.00	\$ 2,542.50	\$ 2,606.50	\$ 2,671.00	\$ 2,739.00	\$ 2,806.50
	\$ 4,348.00	\$ 4,520.00	\$ 4,702.00	\$ 4,890.00	\$ 5,085.00	\$ 5,213.00	\$ 5,342.00	\$ 5,478.00	\$ 5,613.00
25	\$ 26.08	\$ 27.13	\$ 28.21	\$ 29.34	\$ 30.51	\$ 31.28	\$ 32.06	\$ 32.86	\$ 33.68
	\$ 2,260.00	\$ 2,351.00	\$ 2,445.00	\$ 2,542.50	\$ 2,644.00	\$ 2,711.00	\$ 2,778.50	\$ 2,848.00	\$ 2,918.50
	\$ 4,520.00	\$ 4,702.00	\$ 4,890.00	\$ 5,085.00	\$ 5,288.00	\$ 5,422.00	\$ 5,557.00	\$ 5,696.00	\$ 5,837.00
26	\$ 27.13	\$ 28.21	\$ 29.34	\$ 30.51	\$ 31.73	\$ 32.53	\$ 33.34	\$ 34.17	\$ 35.02
	\$ 2,351.00	\$ 2,445.00	\$ 2,542.50	\$ 2,644.00	\$ 2,750.00	\$ 2,819.00	\$ 2,889.50	\$ 2,961.00	\$ 3,035.00
	\$ 4,702.00	\$ 4,890.00	\$ 5,085.00	\$ 5,288.00	\$ 5,500.00	\$ 5,638.00	\$ 5,779.00	\$ 5,922.00	\$ 6,070.00
27	\$ 28.21	\$ 29.34	\$ 30.51	\$ 31.73	\$ 33.00	\$ 33.83	\$ 34.68	\$ 35.54	\$ 36.43
	\$ 2,445.00	\$ 2,542.50	\$ 2,644.00	\$ 2,750.00	\$ 2,860.00	\$ 2,932.00	\$ 3,005.50	\$ 3,080.00	\$ 3,157.50
	\$ 4,890.00	\$ 5,085.00	\$ 5,288.00	\$ 5,500.00	\$ 5,720.00	\$ 5,864.00	\$ 6,011.00	\$ 6,160.00	\$ 6,315.00
28	\$ 29.34	\$ 30.51	\$ 31.73	\$ 33.00	\$ 34.32	\$ 35.18	\$ 36.06	\$ 36.96	\$ 37.89
	\$ 2,542.50	\$ 2,644.00	\$ 2,750.00	\$ 2,860.00	\$ 2,974.00	\$ 3,049.00	\$ 3,125.00	\$ 3,203.50	\$ 3,284.00
	\$ 5,085.00	\$ 5,288.00	\$ 5,500.00	\$ 5,720.00	\$ 5,948.00	\$ 6,098.00	\$ 6,250.00	\$ 6,407.00	\$ 6,568.00

**APPENDIX C
BARSTOW COMMUNITY COLLEGE DISTRICT
PERFORMANCE EVALUATION FOR REGULAR/PROBATIONARY CLASSIFIED EMPLOYEES**

Employee Name: _____

Position Title: _____

Annual Evaluation:

Probationary Evaluation: 6 11

Evaluation Period: From _____ To _____

CHECK ONLY THOSE FACTORS WHICH APPLY TO THE EMPLOYEE=S POSITION				
A = Exceeds Work Performance Standards B = Meets Work Performance Standards C = Below Work Performance Standards	A	B	C	If Below Work Performance Standards or Exceeds Work Performance Standards is checked, please give your reasons for this rating. If Below, indicate suggestions made to employee on how to improve.
QUALITY OF WORK				Suggestions and Comments made by supervisor.
a. Job Knowledge				
b. Accuracy				
c. Neatness				
d. Thoroughness				
QUANTITY OF WORK				Suggestions and Comments made by supervisor.
Consider volume of output and extent to which work schedules are met.				
WORK HABITS AND ATTITUDES				Suggestions and Comments made by supervisor.
a. Dependability				
b. Punctuality				
c. Orderliness				
d. Compliance with instructions, rules and regulations				
b. Initiative				
c. Adaptability to emergencies and new situations.				

RELATIONSHIP WITH OTHERS	A	B	C	
a. Employees				
b. Students				
c. Public				
SUPERVISORY ABILITY (If Applicable)				Suggestions and Comments made by supervisor.
a. Leadership				
b. Fairness and impartiality				
c. Decision making				
d. Training and instruction				
e. Planning and assigning				
f. Disciplinary control				
g. Evaluating performance				
h. Ability to get work out				
OVERALL PERFORMANCE				

For Probationary Employees Only: It is recommended that this employee:

a. Continue in of probationary status	
b. Be retained in this position	
c. Be terminated from this position	

Signature of Supervisor **Title** **Date**

Signature of Reviewer **Title** **Date**

My Signature below is an acknowledgment that I have seen and discussed this evaluation, but does not necessarily imply agreement with the conclusions of the supervisor. I understand I have ten days to provide a written response to any item addressed within the evaluation, and that my response will be attached to the evaluation in the personnel file.

Signature of Employee **Date**

**For supervisor's use only: Add any additional comments or suggestions here.
Please include the title of the section on which you are commenting.**

**For employee's use only: Add any responses you may have to your supervisor's comments.
Please include the title or the section on which you are commenting.**

6. What adjustment is required? [What is needed to correct the problem?]

Grievant signature _____ Date _____

Representative's signature _____ Date _____

RESPONSE

Level I Disposition _____ Date _____

District representative's signature _____ Date _____

Level II Disposition _____ Date _____

District representative's signature _____ Date _____

Level III Disposition _____ Date _____

District representative's signature _____ Date _____

Mediation _____ Date _____

Fact Finding _____ Date _____

Arbitration _____ Date _____

APPENDIX E

FAMILY AND MEDICAL LEAVE

Family and medical leave shall be granted in compliance with the federal Family and Medical Leave Act (29 U.S.C. §2601, et seq.) (“FMLA”) and the California Family Rights Act (Government Code Section 12945.2) (“CFRA”).

General Provisions:

Pursuant to the FMLA and CFRA, any bargaining unit employee who has been employed by the District for at least twelve (12) months and has actually worked at least 1,250 hours during the twelve (12) months immediately prior to commencing the leave shall be eligible to take up to twelve (12) workweeks of unpaid family care and medical leave in a twelve (12) month period. Such leave shall not exceed twelve (12) workweeks in a fiscal year (July 1 through June 30, inclusive).

Qualifying Reasons:

Family leave shall be available for any of the following reasons:

- A. Birth of a child and to care for the newborn, adopted or foster child within twelve (12) months after the birth or placement for adoption or foster care;
- B. To care for a parent, spouse, child or Registered Domestic Partner (CFRA leave only) with a serious health condition;
- C. Because of the employee’s own serious health condition that makes the employee unable to perform the functions of his or her own position;
- D. Because of any qualifying exigency arising out of the fact that an employee’s parent, spouse, or child is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (FMLA leave only); or
- E. Because of a serious injury or illness incurred in the line of duty on active duty in the Armed Forces in support of a contingency operation affecting an employee’s spouse, child, parent, or next of kin, who is a service member of the Armed Forces, including the National Guard and Reserves, for whom the employee is needed to provide care (FMLA leave only). An employee taking leave under this section shall be entitled to twenty-six (26) workweeks of leave in a twelve (12) month period commencing on the first day leave is taken to care for the service member.

Health Benefits:

The District will maintain coverage under the group health care plan for the duration of the family and medical leave, at the same level and under the same conditions as such coverage would have been provided had the employee not taken the leave. While on a family care and medical leave, employees remain responsible for and must continue to pay any share of the health premiums they now pay for which they would be responsible if they were working.

Concurrent Use of Paid Leave:

During a family leave, the employee must concurrently use any available sick leave, extended illness leave, vacation leave, other accrued time off, or any other available paid leave. However, such paid leave may only be used for reasons specified and under the terms and conditions in Article 14 unless otherwise agreed to by the District and employee. The District shall provide written notice to the employee that family leave is being used concurrently with available paid leaves.

Notice of Rights and Designation of Leave:

The District shall provide written notice regarding FMLA and/or CFRA rights in compliance with law.

Certification:

The District may require the employee to provide verification of the qualifying reason for the leave and of the family relationship as provided by law.

Reinstatement Following Family and Medical Leave:

An employee who takes a family leave shall be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on return from FMLA and/or CFRA-protected leave. If the leave extends beyond the end of the employee's FMLA and/or CFRA entitlement, the employee does not have return rights under the FMLA and/or CFRA.

Failure to Return from Family and Medical Leave:

If an employee does not return to work following FMLA and/or CFRA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA and/or CFRA leave; 2) the continuation, recurrence, or onset of a covered service member's serious injury or illness which would entitle the employee to FMLA leave; or 3) other circumstances beyond the employee's control, he or she may be required to reimburse the District for its share of health insurance premiums paid on the employee's behalf during any unpaid portion of the FMLA and/or CFRA leave.

Definitions:

The following definitions shall apply only to the use of family and medical leave under the FMLA and/or CFRA.

Child

For leave taken for birth or adoption or to care for a child with a serious health condition, "child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or an adult dependent child 18 or older and incapable of self-care because of mental or physical disability [29 U.S.C. §2611(12)].

For leave taken to care for a service member with a serious health condition or because of a military member's call to active duty, the employee's child for whom he or she is taking leave

need not be under 18 years of age, but must meet all of the other requirements specified above [29 C.F.R. §825.122(g), (h), and (i)].

Military Member and Service Member

“Military member” and “service member” shall be as defined in the FMLA and its regulations [29 C.F.R. §825.800].

Next of Kin

For purposes of leave taken to care for a covered service member injured during active duty, “next of kin” means the nearest blood relative of the covered service member who is not the service member’s parent, spouse, or child, as specified in the FMLA. If the service member has designated a “next of kin,” only that individual may take family and medical leave to care for him or her. If the service member has not designated a “next of kin,” the “next of kin” for purposes of FMLA leave to care for the service member shall be in the following order of priority: Blood relatives who have been granted legal custody of the covered service member by court decree or statutory provision, siblings, grandparents, aunts and uncles, and first cousins. [29 C.F.R. §825.122(d)].

Parent

“Parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child [29 U.S.C. §2611(7)].

Qualifying Exigency

A “qualifying exigency” related to a family member who is a covered military member shall be as defined in the FMLA regulations.

Registered Domestic Partner

“Registered domestic partner” shall be those persons registered with the California Secretary of State pursuant to the provisions of California Family Code Section 297.

Serious Health Condition

“Serious health condition” shall be as defined in the FMLA and CFRA statutes and regulations.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA") AND ITS CHAPTER 176
AND
BARSTOW COMMUNITY COLLEGE DISTRICT**

The Barstow Community College District and California School Employees Association (CSEA), and its Chapter 176 agree to provide notification to Southern California Schools Employee Benefit Association (SCSEBA) JPA that the Classified Unit members are withdrawing participation from medical coverage only effective July 1, 2012.

Classified Unit members will remain in SCSEBA for Dental and Vision Coverage.

It is understood that this agreement shall in no way set precedence for future situations, nor does it imply a waiver of the District's or CSEA's rights to negotiate any and all matters within the scope of representation pursuant to the Educational Employment Relation Act section 3543.2 or any applicable section of the California Education Code.

Tentatively agreed to pending ratification of CSEA and the District.

CSEA

District

Date

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BARSTOW COMMUNITY COLLEGE DISTRICT
AND**

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA") AND ITS CHAPTER 176

The Barstow Community College District and California School employees Association (CSEA), and its Chapter 176 agree to the following:

1. The district has decided to disseminate the duties of the vacant Admissions and Records Technician II position between the other two Admissions and Records II positions and the Admissions and Records Office Coordinator position as enumerated in the respective job descriptions.
2. It is acknowledged the duties enumerated in the Admissions and Records Technician II and the Admissions and Records Office Coordinator positions are bargaining unit duties and cannot be transferred to non classified bargaining unit personnel, except as provided by law. The district agrees that it will not utilize non-bargaining unit personnel to perform the duties in the Admissions and Registration area that were previously assigned to the Admission and Records Technician II position that is now vacant.
3. Short term workers shall only be hired pursuant to Ed Code section 88003. Unless otherwise agreed in writing, short term registration workers will be hired as follows:
 - For the Fall Semester, from the start of priority registration through the first week of classes, not to exceed 8 weeks in duration.
 - For the Spring Semester, from the start of priority registration through the first week of classes, not to exceed 8 weeks in duration.
 - For the Summer Semester, from the start of priority registration through the first week of classes, not to exceed 6 weeks in duration.

It is further understood that this agreement shall in no way set precedence for further situations, nor does it imply a waiver to the District's or CSEA's rights to negotiate issues within the scope of representation pursuant to the Educational Employment Relations A section 354Y or an applicable sections of the California Education Code.

Tentatively agreed to pending ratification of CSEA and the District.

CSEA

District

Date

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BARSTOW COMMUNITY COLLEGE DISTRICT AND
CSEA AND ITS CHAPTER 176
April 9, 2012**

The Barstow Community College District and CSEA and its Chapter 176, agree to extend the deadline for reclassification committee review scheduling to April 16, 2012. All schedules for appointments for reclassification will be set up during this period to be held in the immediate future. It is the intent of the Barstow Community College District to meet all future deadlines set forth by the negotiated contract between BCCD and CSEA.

It is understood that this agreement shall in no way set precedence for future situations, nor does it imply a waiver of the District's or CSEA's rights to negotiate any and all matters within the scope of representation pursuant to the Educational Employment Relations Act section 3543.2 or any applicable sections of the California Education Code.

CSEA

District

Date

Date

MEMORANDUM OF UNDERSTANDING
Between
BARSTOW COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS CHAPTER 176

The Barstow Community College District and California School Employees Association (CSEA) and its Chapter 176, agree to the following with respect to a 10-hour a day/4-days a week work schedule for the summer months:

1. Unit members will work a 10-hour/4-day work week beginning May 21, 2012 and ending August 3, 2012. At the end of this time period, the work week will revert to the normal 8-hours/5-day work schedule.
2. The College will remain open from 7 a.m. to 6 p.m. Monday through Thursday. With Supervisor's approval, employees from different offices have the flexibility to adjust their actual work schedules to meet individual department needs.
3. The Maintenance & Operations, Information Technology, and Fort Irwin teams will be the only departments excluded from the 10-hour/4-day work week. After discussions with the staff, the supervisor will determine the summer schedule which best meets the department's needs

It is further understood that this agreement shall in no way set precedence for further situations, nor does it imply a waiver to the District's or CSEA's right to negotiate issues within the scope of representation pursuant to the Educational Employment Relations Act section 3543 or any applicable sections of the California Education Code.

Tentatively agreed to pending ratification of CSEA and the District.

CSEA

District

Date

Date

**MEMORANDUM OF UNDERSTAND
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA") AND ITS CHAPTER 176
AND
BARSTOW COMMUNITY COLLEGE DISTRICT**

The Barstow Community College District and California School employees Association (CSEA), and its Chapter 176 agree to the following:

The District and CSEA agree to the current dental plan change requiring a \$100 employee copay, should the member choose to use a non-participating provider.

It is further understood that this agreement shall in no way set precedence for further situations, nor does it imply a waiver to the District's or CSEA's rights to negotiate issues within the scope of representation pursuant to the Educational Employment Relations Act section 3543 or an applicable sections of the California Education Code.

Tentatively agreed to pending ratification of CSEA and the District.

CSEA

District

Date

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BARSTOW COMMUNITY COLLEGE DISTRICT
TO THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER 176**

October 30, 2012

This Memorandum of Understanding between the Barstow Community College District to the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA") and its CHAPTER 176 is expressly made pursuant to the Education Employment Relations Act and the current Collective Bargaining Contract between the parties.

The parties agree to submit initial proposals for reopener negotiations for 2012-2013 within thirty (30) days if Proposition 30 fails in the November 2012 election. The reopeners will be limited to Article XI and any other articles relating to economic issues, as well as any other articles mutually agreed upon. Negotiations shall commence as soon as possible after the EERA notice requirements have been met.

Signed and entered into this 30th day of October, 2012, in the County of San Bernardino, State of California.

Barstow Community College District

CSEA Barstow Community College
And its Chapter #176 (CSEA)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BARSTOW COMMUNITY COLLEGE DISTRICT
AND**

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA") AND ITS CHAPTER 176

The Barstow Community College District and California School employees Association (CSEA) and its Chapter 176 agree to the following with respect to 2013-2014 contract reopeners:

1. CSEA and the District agree Article 15 will be a mutual reopener and shall not count as CSEA or the Districts' two reopeners as listed in Article 29.1.
2. It is further agreed that Article 15-Classification and Reclassification will be mutually reopened with the exception of the changes made to job titles during previous negotiations.
3. Until a new Article 15 is ratified the language in article 15 will remain status quo with the exception of the changes made to job titles during previous negotiations.

It is further understood that this agreement shall in no way set precedence for further situations, nor does it imply a waiver to the District's or CSEA's rights to negotiate issues within the scope of representation pursuant to the Educational Employment Relations Act section 3543 or an applicable sections of the California Education Code.

Tentatively agreed to pending ratification of CSEA and the District.

CSEA

District

Date

Date