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# CSEA

Collective

Bargaining

Agreement

**2015-2018**

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**ARTICLE 1: AGREEMENT, CONDITIONS, SAVINGS AND DURATION**

- 1.1. **AGREEMENT:** This Agreement is made and entered into this 9<sup>th</sup> day of May 2016 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. **SUPERSESION:** 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, 2015 and shall continue in effect through June 30, 2018.

1.5.1. Ratification by the Association on July 19, 2016 is affirmed by the signature of the Association's Chief Negotiator below:

  
\_\_\_\_\_  
Association's Chief Negotiator

7/28/16  
Date

1.5.2. Ratification by the Board of Trustees on July 26, 2016 is affirmed by the signature of the District's Chief Negotiator below:

  
\_\_\_\_\_  
District's Chief Negotiator

7/28/16  
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 2: 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 3: 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 or modified 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. If the Bargaining Unit and the District are unable to reach mutual agreement, 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.
- 3.3** If any positions are hired and classified as “restricted” as defined in Education Code Section 88005 (b), the District and CSEA will meet and negotiate the effect these employees will have on bargaining unit.
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## ARTICLE 4: 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 5: 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 6: 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.

**6.7** The Bargaining Unit Member has a right to know who their supervisor is and has a right to notification of any change in the supervisor.

## **ARTICLE 7: 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 8: 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 Office).
- 8.3** A Job Steward or designee 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:** The Association shall have the use of a District-designated bulletin boards in the Administration Building.
- 8.4.2 Mailboxes:** 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 Superintendent. The Association should exercise responsibility for the content of such material consistent with 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 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.
- 8.7** 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.

- 8.8** The District agrees that a representative of CSEA will be allowed to participate in the District Calendar Committee.
- 8.9** 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 9: 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** Employees shall be assigned to straight-time shifts of five-days a week, eight hours a day, four nine hour days and one four hour day or four day weeks, 10 hours a day. Other shifts may be assigned with the mutual agreement of the District and the employee(s) in question, or through the collective bargaining process.
- 9.2.1** Each classified employee shall be assigned a fixed regular working schedule to include a starting and ending time and days.
- 9.2.2** All proposed permanent split shift schedules shall be negotiated through the collective bargaining process.
- 9.2.3** If the District deems a permanent change in a classified employee's work schedule is necessary, the District will notify the classified employee and CSEA in writing at least (15) days prior to any change.
- 9.3 SUMMER WORK SCHEDULE:**
- 9.3.1** Unit members will work 10 hours per day/4 days per week beginning the work week immediately following the commencement ceremony. The 10 hours per day/4 days per week will revert back to 8 hours per day/5 days per week the week before the academic calendar states the fall semester is to begin.
- 9.3.2** During the 10 hours per day/4 days per week the college will remain open from 7:00 a.m. to 6:00 p.m. Monday through Thursday. With supervisors' approval, employees from different offices have the flexibility to adjust their actual work schedule to meet individual department requirements.
- 9.3.3** The Maintenance & Operations, Information Technology, and Ft. Irwin teams will be the only departments excluded from the 10 hours per day/4 days per week. After discussions with the staff, the supervisor will determine the summer schedule which best meets the departments' needs.
- 9.3.4** The Summer Schedule shall not act as a waiver of any management right. The District reserves the right not to implement the summer schedule. If the District chooses not to implement the summer schedule in the manner set forth above, the District shall provide 15 workdays advance notice to CSEA and the affected employees. The District and CSEA will meet and negotiate the impacts and effects of the District's decision.
- 9.4 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.

## **9.5 REST PERIODS:**

**9.5.1** 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.

**9.5.2** Supervisors shall not require an employee to forego a rest period. If an employee is forced to forego a rest period the employee may take the rest period at another time during the day or will receive overtime pay for the time of the missed rest period.

## **9.6 OVERTIME AND COMPENSATORY TIME:**

**9.6.1 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.

**9.6.1.1** All overtime hours (except for those worked on holidays) shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

**9.6.1.2** Hours worked on a holiday (eight hours or less) shall be compensated at the rate of two and one-half (2½) times the employee's regular rate of pay.

**9.6.1.3** Hours worked on holidays in excess of eight (8) hours shall be compensated at three and one-half (3½) times the employee's regular rate of pay.

**9.6.1.4** Hours worked on a sixth consecutive day shall be compensated at the rate of 1 ½ times the employee's regular rate of pay.

**9.6.1.5** Hours worked on a seven consecutive day shall be compensated at the rate of 2 ½ times the employee's regular rate of pay.

**9.6.2 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 compensatory time, which can be in the form of the overtime request form, an email or a text message.

**9.6.2.1** 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.

- 9.6.2.2** Compensatory time accrued on holidays shall be compensated at three and one-half (3½) times the hours worked.
- 9.6.2.3** 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 considered overtime therefore the hours for compensatory time will be calculated the same as overtime in 9.6.1.4 and 9.6.1.5.
- 9.6.2.4** 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. Conference/workshop after hour social events, sponsored dinners, or optional conference activities do not qualify as overtime activities. The employee must provide the conference agenda when requesting overtime for a conference/workshop activity. Travel request forms are a district requirement for all travel, and therefore are not an employee request to attend a workshop.

## **9.7 SHIFT DIFFERENTIAL COMPENSATION:**

- 9.7.1** Any employee in the Bargaining Unit whose assigned work shift has four or more hours between 5:00 p.m. and 7:00 a.m., or whose shift is on a Saturday or Sunday shall receive a 5% shift differential on his or her current salary range and step for all hours worked (see Ed. Code 88180b).
- 9.7.2** Any employee in the Bargaining Unit who is temporarily assigned a work shift which has four or more hours between 5:00 p.m. and 7:00 a.m. or the temporary shift is on a Saturday or Sunday and is not considered overtime will be paid a shift differential premium of sixty-five cents (\$.65) per hour above the regular rate of pay for all hours of the assigned shift (see Ed. Code 88180[b]).

## **9.8 OVERTIME/ADDITIONAL HOURS – EQUITABLE DISTRIBUTION:** The District retains the discretion to offer overtime or additional hours to bargaining unit members. Where such hours are offered by the district those hours shall be offered on a rotational and seniority basis among qualified employees within the affected job classifications in a department. Employees who have received an unsatisfactory in their most current evaluation may be included in the rotation at the supervisor's discretion.

Additional hours will be assigned to part time employees, upon the Bargaining Unit Member reaching his/her turn in the rotational/seniority list, provided that the increased hours will not exceed ten consecutive working days.

- 9.8.1** 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.

**9.8.2** 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.

**9.9 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.

**9.10 RIGHT OF REFUSAL:**

**9.10.1** 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.

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

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

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

**9.10.2.3** 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.

**9.10.2.4** The employee has the right to refuse overtime/compensatory time except during a declaration of an emergency.

**9.10** If after offering any available overtime 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 10: 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 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: \$400 per month for those employees who work 5 day weeks, \$320 per month for those employees who work 4 day weeks or \$20 per day for those employees who work less than 4 days a week.
- 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 compensate 1.5% of step nine to employees with ten (10) years of service, 3% of step nine to employees with fifteen (15) years of service, and 4.5% of step nine to employees with twenty (20) years of service. Longevity steps will take effect on July 1<sup>st</sup> following the anniversary date of hire within the District.
- 10.8.1** Longevity steps will be placed on the classified salary schedule as L1, L2, and L3.
- 10.8.2** Employees with longevity who have been promoted and have not reached step 9 of their new salary range will not receive longevity pay until they reach step 9. Once an employee reaches step 9 they will receive the corresponding longevity pay to their years of service.
- 10.8.3** Employees receiving longevity pay at the time of a promotion will be promoted to the higher range and step which is closest to their current salary but at least a 5% increase over their current salary and longevity pay combined.

**10.9 BILINGUAL/BILITERAL COMPENSATION:** Effective July 1, 2016 the District will no longer provide a stipend for bilingual/bilateral skills. Current employees receiving the stipend will be grandfathered until they leave the District.

**10.10 EDUCATIONAL STIPEND:** Employees hired on or after July 1, 2016 shall not be eligible for any educational stipend.

**10.10.1** Employees hired prior to July 1, 2016 who attained or will attain an Associates of Arts or Science Degree before July 1, 2020, shall receive an educational stipend of \$100 per month until he/she leaves employment or transfers outside the bargaining unit.

**10.10.2** Employees hired prior to July 1, 2016 who attained or will attain a Bachelor's of Arts or Science degree before July 1, 2022, shall receive an education stipend of \$200 per month until he/she leaves employment or transfers outside the bargaining unit.

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. HR 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 PROFESSIONAL DEVELOPMENT PROGRAM:**

**10.11.1** Employees hired on or after July 1, 2016 may enroll in a Professional Development Program which benefits the employees and the District

**10.11.2** Declaration of Plan/Program Completion forms shall be submitted to the Professional Development Committee prior to the commencement of the course(s). The committee will review the plan/program completion to ensure the employee met the requirements outlined in this section and forward to HR for approval.

**10.11.3** Upon the completion of the requirements of the Professional Development Program employees shall be compensated with a one thousand dollar (\$1,000) one-time payment for fifteen (15) semester units of work.

**10.11.4** A Classified employee during the years of employment and not grandfathered under section 10.10 of this Article may earn a maximum of four (4) one thousand dollars (\$1,000) awards.

**10.11.5** To be eligible for compensation, the employee must complete fifteen (15) semester units of approved collegiate course work or seminars, workshops, or clinics granting a certificate of completion with unit value equated at eighteen (18) hours of instruction per unit.

**10.11.5.1** Payments will not be awarded for any activity for which released time from duties has been granted or for in-service training conducted during work hours

**10.11.5.2** Auditing of courses, credit for work experiences, internships, or credit by

examination shall not be permitted under this program.

**10.11.5.3** A grade of “C” or better must be attained in graded courses taken for professional development

**10.11.5.4** Professional development payment will be identified on, and become a permanent part of employee’s records.

**10.11.5.5** Application for credit, securing transcripts, or other verification of course work will be the responsibility of the employee.

**10.11.5.6** Compensation shall be made within forty-five (45) days following completion of eligibility requirements and submission of appropriate paperwork to the HR office by the employee.

**10.12 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.

**10.13 SALARY ADJUSTMENTS:** All employees will advance to the next step every July 1<sup>st</sup> until they reach the maximum step on the salary schedule. Employees who are hired on or after April 1st will not advance to the next step until July 1st of the following year.

**10.13.1** A step increase for a promoted or reclassified employee will become effective on July 1<sup>st</sup> immediately following the promotion or reclassification.

**10.14 SUBSTITUTION FOR A HIGHER CLASS:**

**10.14.1** 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%.

**10.14.2** 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.

**10.14.3** Assignment to a temporary substitute higher out of classification shall be made by written notice that includes a tentative ending date.

## **ARTICLE 11: SALARIES, HEALTH, WELFARE AND OTHER BENEFITS**

- 11.1** Effective July 1, 2016, the 2014 classified salary schedule will be adjusted with a 4% across the board salary increase for all ranges and steps. Effective July 1, 2017, the 2016 classified salary schedule will be adjusted with a 1% across the board salary increase for all ranges and steps.
- 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.
- 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.
- 11.5.1** Effective July 1, 2014 the maximum annual contribution to the District will be \$16,400 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 \$16,400.00 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 \$16,400 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.

## ARTICLE 12: HOLIDAYS

**12.1 HOLIDAYS:** No less than twelve (12) holidays plus two (2) 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 second personal floating holiday. Bargaining unit members shall work with their supervisor to schedule floating holidays. In no year will the number of paid holidays and winter closure paid days be less than seventeen. The twelve (12) scheduled paid holidays are designated as:

<b>Independence Day</b>	<b>New Year's Day</b>
<b>Labor Day</b>	<b>Martin Luther King Day</b>
<b>Veteran's Day</b>	<b>Lincoln's Birthday</b>
<b>Thanksgiving Day</b>	<b>Washington's Birthday</b>
<b>Thanksgiving Recess</b>	<b>Spring Recess (The Friday of Spring Break)</b>
<b>Christmas Day</b>	<b>Memorial Day</b>

**12.1.1 WINTER CLOSURE:** The District will maintain the time from Christmas Eve through New Year's Day as closure. This provision will not reduce employee compensation, or cause the use of accrued vacation or compensatory time.

**12.1.1.1** When Christmas Eve falls on a Tuesday, the preceding Monday will be considered a closure day. When New Year's Day falls on a Thursday the following Friday will be considered a closure day.

**12.1.1.2** Bargaining unit employees required to work during a non-holiday work day during the closure due to an emergency will be provided with a minimum of four hours in lieu of time per instance. If the employee is called into work during a non-workday or holiday they will be entitled to overtime/comp-time in accordance to Article 9 (Hours and Overtime).

**12.1.2** Holidays will be taken as a "day is a day". When a holiday falls on an unscheduled work day the bargaining unit employee shall be provided another work day as a substitute holiday. The substitute holiday must be scheduled with the supervisor and will be taken within 10 business days of the scheduled holiday

**12.1.3 FLOATING HOLIDAYS:** Only bargaining unit members who have been employed with the District for at least six (6) months are eligible for the floating holiday.

**12.1.3.1** Floating Holidays will be taken and compensated as a "day is a day".

**12.1.3.2** The floating holiday must be taken within the fiscal year and cannot be taken as a terminal day.

**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 25<sup>th</sup>.

- 12.3** Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

## ARTICLE 13: LEAVES

### VACATION

- 13.1 ELIGIBILITY:** All employees in the Bargaining Unit shall earn paid vacation time per Article 13.3.
- 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.
- 13.3 ACCUMULATION:** Changes in leave accrual will be effective on the 1<sup>st</sup> of the month of the hire anniversary date. Employees who work at least 10 work days in a month will receive the full vacation accrued for that calendar month. Employees who work less than 10 work days shall receive one-half the vacation accrued for that calendar month. Work days will be inclusive of holidays. All hours stated in this article are based on full-time service. Bargaining members employed less than 12 months and/or eight hours per day shall accumulate vacation on a pro rata basis.
- 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. All bargaining unit members will have access to an up-to-date account of their leave balances, including the posted transactions. Leave balances will be updated by the 15<sup>th</sup> of the month following the use of leave. It is the Bargaining Unit member's and Supervisor's joint responsibility to maintain vacation accrual at or below the maximum accrual.
- 13.3.6.1** If the bargaining unit member is within one month of reaching their maximum

amount of accrued vacation and a request to use five or more work days of vacation in the next thirty (30) days is denied, five work days of vacation will be paid out on the next available pay warrant.

- 13.4 VACATION SCHEDULE:** Supervisors and Bargaining Unit Members will make every effort to develop a tentative yearly 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, within a reasonable time. Should a request be denied, the reason(s) will be given in writing.
- 13.5 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.
- 13.6 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.
- 13.7 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. Vacation pay for employees working at a higher out of class at the time, and receiving higher out of class pay, shall have his or her vacation leave paid at the higher out of class rate of pay.
- 13.8 VACATION PAY UPON TERMINATION:**
- 13.8.1** 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.
- 13.8.2** 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.
- 13.9 BEREAVEMENT LEAVE:** Bargaining unit employees 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 the employee, nor shall leave be deducted from leave granted by the Education Code or by the governing board of the District. Members of the immediate family, as used in this section, means the spouse, registered domestic partner, mother, father, grandmother, grandfather, child (including spouse/domestic partner), brother (including spouse/domestic partner), sister (including spouse/domestic partner), or a grandchild of the employee or of spouse of the employee, or any relative living in the immediate household of the employee.



**13.10 JURY DUTY:** An employee selected for jury duty shall be provided paid release time during working hours to perform jury duties. Employees called to jury duty before or after his or her work shift will be provided paid release time for their shift that day. The employee shall provide the supervisor a copy of the juror duty notice. The employee shall submit an absence report with verification of jury service upon returning from jury duty.

**13.11 MILITARY LEAVE:** Shall be granted to employees in accordance with applicable state and federal law.

**13.12 SICK LEAVE:**

**13.12.1** 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 and/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.

**13.12.1.1** 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 within the same pay period.

**13.12.1.2** 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. Absence reports may be submitted either in terms of hours or days (which are converted into hour equivalents).

**13.12.2 PERSONAL NECESSITY LEAVE:** The employee will be allowed to use personal necessity leave for the list of members of the immediate family per article 13.9. Personal necessity leave shall not exceed 56 hours per year. Personal Necessity leave will be prorated for bargaining unit members working less than 12 months per year and/or 8 hours per day.

**13.12.2.1** Death of a member of the employee's immediate family when additional leave is required beyond that provided both in article 13.9 and as a right by the Governing Board.

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

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

**13.12.2.4** Personal business of compelling nature that cannot be conducted outside of the hours of assignment and does not involve payment to the employee for services.

**13.12.2.5** 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.

**13.12.3 FAMILY SICK LEAVE:** Employees may use in any year, one-half of the employee's annually accrued and available sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee's child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild or sibling; or for the purposes under Labor Code sections 230 and 230.1 to make necessary arrangements for the safety and welfare of the employee in cases of domestic violence, sexual assault or stalking.

**13.13 EXTENDED ILLNESS OR INJURY LEAVE (EDUCATION CODE 88196):**

**13.13.1** After all regular sick leave is exhausted, any bargaining unit employee who continues to be absent because of illness or injury shall be entitled to "extended illness and injury leave" for up to 100 working days in a fiscal year compensated at one-half (1/2) of the employee's daily regular rate of pay. An employee shall choose to use vacation and/or compensatory leave before or after paid extended illness or injury leave. Vacation leave may not be used concurrently with paid extended illness and injury leave. Vacation leave used by a member due to illness or injury will be used and compensated as eight hours a day; or for all hours normally worked for less than full time employees.

**13.14 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:** 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.

**13.14.1** 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. If an employee is injured while at work and requires leave to obtain medical attention the employee shall receive his or her normal wages for that day and will not be required to use accrued leave balances. If the employee is absent from work due to an industrial injury or illness and the bargaining unit member does not have accumulated sick leave, the bargaining unit member will be advanced up to forty (40) hours of sick leave. If the claim is approved, the employee's sick leave will be reimbursed by the workers' compensation insurance. Should the workers' compensation insurance deny the claim, the advanced sick leave will be taken from vacation leave balance and future leave accrual.

**13.14.2** 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.

**13.14.3** 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.

- 13.14.4** 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.
- 13.14.5** Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.
- 13.14.6** 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.
- 13.14.7** 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 regular paid sick leave 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 regular full-paid sick leave, any continued leave of absence due to illness or injury shall be compensated as extended injury and illness leave which provides for up to 100 days in a fiscal year compensated at one-half of the employee's regular daily rate of pay. Each day of extended illness and injury leave shall be reduced by one day for each day of absence regardless of the receipt of temporary total disability payments under the Worker's Compensation Law. Following exhaustion of sick leave and extended illness and injury leave, the employee shall use any accumulated vacation leave and/or compensatory time in an amount that, when combined with temporary total disability payments under workers' compensation, equals the employee's regular daily salary.

An employee may use his or her vacation and/or compensatory time before using the 100 days extended illness or injury leave at 50% pay.

- 13.14.8** 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.

**13.14.9** 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.

**13.15 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.

**13.16 REPORTING OF ABSENCES:**

**13.16.1** 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 leave a voice message, text message and/or send an e-mail to the supervisor or authorized designee in the supervisor’s absence.

**13.16.2** 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.

**13.16.3** All absences must be reported on a form provided by the District.

**13.17 AUTHORIZED SICK LEAVE VERIFICATION:**

**13.17.1** Employees absent four (4) or more consecutive business days may be required to submit a physician’s statement or that 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.

**13.17.2** 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.

**13.18 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.

**13.19 OTHER LEAVES:** Any other type of leave not enumerated herein will be in accordance with applicable Federal and State law, Education Code, and Board Policy.

**13.20 LEAVE REQUEST FORMS:** All posting of absences shall be done from the employee's signed absence report. The District will post all absence reports by the 15<sup>th</sup> of the following month from the month the absence report was submitted to the supervisor.

**13.21 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.

**13.22 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.

**13.23 POSTING LEAVE:** All leave will be deducted from the employee's total after the leave is taken.

## **ARTICLE 14: CLASSIFICATION AND RECLASSIFICATION**

### **14.1 CLASSIFICATION OF POSITIONS:**

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

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

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

**14.1.4** 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.

### **14.2 STATEMENT OF PRINCIPLES**

**14.2.1** 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.

**14.2.2** 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.

**14.2.3** Reclassification should be consistent and compatible with the District's mission, organizational goals and objectives.

**14.2.4** 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.

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

### **14.3 CLASSIFICATION REVIEW**

Classification review can be conducted for the following reasons:

1) Proper job classification and salary schedule placement for authorized new positions.

- 2) Requests for reclassification by classified employees and/or their supervisors.
- 3) Reorganization of existing classified positions

#### **14.4 COMPOSITION OF THE CLASSIFICATION REVIEW COMMITTEE**

**14.4.1** 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.

**14.4.2** Any member of the committee determined to have a “direct” conflict as defined in 14.4.2.1 shall be excused from serving on the committee.

**14.4.2.1** 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.

**14.4.3** If any committee member is excused as provided herein, the District and/or CSEA will provide a substitute.

#### **14.5 MEETING SCHEDULE/TIMELINES**

**14.5.1** The Committee will process classification requests received from employees in even numbered years, between February 1 and 28<sup>th</sup>.

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

#### **14.6 GUIDELINES FOR CLASSIFICATION REVIEW**

**14.6.1** 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.

**14.6.2** 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

**14.6.3** 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 14.6.2
- If the duties were performed as a result of a written “working out of classification” authorization.

**14.7 PROCEDURES**

**14.7.1** 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.

**14.7.1.1** All requests for classification review will be submitted on the “Job Analysis Questionnaire” (JAQ) form.

**14.7.1.2** The party initiating the request will submit the completed form to the Human Resource Office by February 28<sup>th</sup>.

**EMPLOYEE CLASSIFICATION REVIEW REQUEST**

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

**SUPERVISOR CLASSIFICATION REVIEW REQUEST:**

- The Human Resources Office will forward a copy of the submitted JAQ form to the affected employee(s) by March 10<sup>th</sup>.



- The employee will submit his/her comments to the Human Resources Office by March 20<sup>th</sup>.
- The Human Resources Office will then forward the JAQ form to the supervisor and appropriate vice president by March 28<sup>th</sup>.
- The committee will meet to begin the classification review by April 1<sup>st</sup>.

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 10<sup>th</sup>, March 20<sup>th</sup> and April 1<sup>st</sup> dates indicated above may be extended.

- 14.7.2** 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.
- 14.7.3** 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.
- 14.7.4** Following the interview, committee members will share all obtained information with the whole committee.
- 14.7.5** Committee members will participate in discussions pertaining to the merit of the request based on the guidelines for classification review.
- 14.7.6** Committee members make a recommendation following the interview and consideration of any follow-up information.
- 14.7.6.1** 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.

**14.7.6.2** The consultant will prepare a recommendation and present it to the committee and the president.

**14.7.7** The committee will render recommendations to the president no later than May 1<sup>st</sup>. Should the president have initial concerns with the recommendations of the committee, he/she will meet with the committee no later than May 15<sup>th</sup> to see further information and/or clarify any concerns. The president will present his/her determination to the committee no later than May 31<sup>st</sup>. Should the president not agree with the committee's recommendation, he/she will provide written rationale for the decision.

**14.7.8** Any recommendations resulting in a change of classification, job descriptions or salary will be presented to the Board of Trustees.

## **14.8 CLASSIFICATION REVIEW PLACEMENT**

**14.8.1** 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.

**14.8.2** A salary increase as a result of an employee reclassification request will become effective on July 1<sup>st</sup> of the year the request was submitted.

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

## ARTICLE 15: JOB PERFORMANCE EVALUATION

- 15.1 EVALUATION FORM:** The Classified Performance Evaluation Form, Appendix C, is incorporated as part of this Agreement, and shall be the only form used to evaluate classified employees.
- 15.2 EMPLOYEES TO BE EVALUATED:** Each regular/permanent classified employee shall be evaluated once a year, and the evaluation shall occur within 30 days of the employee's hire anniversary date. 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.
- 15.3 PERSON TO COMPLETE EVALUATION:** The person to complete the employee's performance evaluation shall be the employee's supervisor who is immediately responsible for the work of the employee. The 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, the evaluating supervisor shall not ask any bargaining unit member to provide the sole input in an area of evaluation. Should a change in supervision occur, the outgoing supervisor may conduct an unscheduled evaluation within 10 business days. When this situation occurs, the new supervisor will only evaluate the period of time for which the employee reported to them. If the supervisor determines they have not had adequate time to evaluate an employee they may opt to fill out the evaluation form as "not observed" and will document the reason why. No Bargaining Unit member shall be evaluated by any student, faculty, or staff, nor shall the evaluating supervisor solicit any feedback from students in conducting the evaluation. An employee may complete a self-evaluation, utilizing the Performance Evaluation Report, Appendix C, or provide input to his/her evaluation but is not required to do so.
- 15.4 COMPLETING THE EVALUATION FORM:**
- 15.4.1** 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, setting goals, or improving performance, as warranted. The performance evaluation also serves to document the employee's performance over the period specified. The performance evaluation is intended as a tool for constructive feedback and not discipline; however, performance evaluations can be used as evidence in a disciplinary process
- 15.4.2** Upon receiving the evaluation form, and in order to facilitate the primary purpose of the evaluation meeting, the employee will have the opportunity to discuss the evaluation with the supervisor.
- 15.4.3** 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. Performance issues which would lead to a rating of not satisfactory or to comments in Section three (3) of the evaluation form which have not been brought to the attention of the employee before the performance evaluation, will not be included in the employee's performance evaluation, but may be included in the professional development/improvement plan (Appendix

C-1).

**15.4.4** An employee's work performance shall be evaluated by placing an X in the appropriate box opposite the factor being reported. In addition, the supervisor should state in the appropriate section the employee's job strengths, progress in achieving set goals, goals set for the next year, and any performance deficiencies or job behavior requiring improvement or correction.

## **15.5 THE EVALUATION MEETING:**

**15.5.1** During the evaluation meeting described in 15.4.1 the supervisor shall explain to each employee the following:

- A. The purposes of performance evaluations and of the professional development / improvement plan if one is implemented.
- B. For probationary employees, the significance of evaluations during the probationary period.
- C. The basis or reasons for the specific evaluations.
- D. Where appropriate, suggestions for changes.
- E. The employee's right to respond to the evaluation in writing which will be placed in his or her file with the evaluation.

**15.5.2** The supervisor and employee retain the right to mutually agree to an informal employee professional development/improvement plan; if agreement is not reached and the overall rating of the employee is "Requires Improvement" or "Not Satisfactory", the professional development/improvement plan developed by the supervisor shall be implemented.

### **15.5.3 OTHER INSTRUCTIONS:**

- A. The supervisor shall sign the performance evaluation form and obtain the signature of the employee at the time of the evaluation meeting.
- B. The supervisor shall submit the completed form to his immediate supervisor for review and signature.
- C. The supervisor may make a copy of the performance evaluation form for his or her own files.
- D. The supervisor shall give the employee a copy of the completed evaluation and if applicable the professional development / improvement plan.
- E. The original copy of the evaluation and if applicable the professional development / improvement plan shall be sent to the Human Resource Office.

**15.5.4** No additional comments pertaining to the employee's performance are to be

entered by the District subsequent to the evaluation meeting.

#### **15.6 DEFINITION OF COLUMNS:**

- 1. EXCEEDS STANDARDS:** A check in this column indicates that the employee's work is better than satisfactory.
- 2. MEETS STANDARDS:** A check in this column indicates that the employee's work is definitely and consistently satisfactory.
- 3. REQUIRES IMPROVEMENT:** Employees whose overall evaluation falls into this category usually require a professional development / improvement plan and close supervision in order to meet fully the established work standards. The supervisor must provide specific information or documentation to support the rating.
- 4. NOT SATASFACTORY:** A check in this category indicates the employee is not meeting minimal expectations in the related factor and must take immediate corrective action. The supervisor must provide specific information or documentation to support the rating. If the employee is rated overall "not satisfactory" he or she will be advised of their right to have representation at the evaluation meeting, and a professional development / improvement plan will be implemented.
- 5. DOES NOT APPLY:** A check in this category indicates the category does not apply to that position.

**15.7** The content of evaluations and the professional development / improvement plan of permanent and regular employees will not be subject to the grievance procedures. Procedures of performance evaluations and the professional development / improvement plan specified herein will be subject to the grievance procedures.

## ARTICLE 16: TRANSFERS/PROMOTION/VACANCIES

**16.1 DEFINITION:** For the purpose of this section, “lateral transfer” is defined as any action which results in the movement of a bargaining unit member laterally within the same classification or voluntary to an equal or lower classification previously held or within the same job family in which he/she meets minimum qualifications. “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 17 or discipline under Article 22 and salary placement will be determined pursuant to Article 16.2.2. Transfer to a new position is permissible if the position is the same FTE as the position the employee is transferring from and they meet the requirements for transfer.

### 16.2 SALARY PLACEMENT

**16.2.1 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.

**16.2.2 MOVEMENT TO LOWER RANGE:** Upon voluntary movement to a lower range 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.

**16.2.3 TRANSFER:** Upon transfer to a new position with the same classification or job family classification at the same range, the employee will be placed at the same step currently held.

### 16.3 TRANSFER PROCEDURES:

**16.3.1** 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 permanent members of the bargaining unit in the same classification or classification in the job family at an equal or higher range of the vacant position. The bargaining unit member must meet the minimum qualifications of the position for which they are requesting a transfer.

**16.3.2** After completing an initial interview with the potential transferee, the supervisor designated to oversee the position shall have the right to reject any unit member applicant for transfer.

**16.3.3** Unit members who are transferred within the unit shall have retreat rights to his/her previous position as long as the position is vacant. Once the position is filled the retreat rights under the transfer provisions are no longer in effect.

### 16.4 VACANCIES:

**16.4.1** Within the first 60 calendar days of a vacancy occurring, the District shall notify the

Association in writing if its intent is to hold or freeze the position. If the District decides not to fill the position, the District will meet and negotiate the effects of its decision within ten (10) working days.

**16.4.2** A substitute employee can be used for up to 60 calendar days while the open recruitment process takes place. These periods of time may be extended by mutual agreement of the parties.

**16.4.3** Positions that have become vacant that are not due to the leave of absence of an employee will be offered to persons on the 39 month reemployment list who have first right of refusal in accordance with Article 17. If there is no one with first right of refusal to the position or the offer of reemployment is declined the position will be announced in-house for a period of five (5) working days for the purpose of transfer and/or reemployment to persons on the reemployment list who do not have first right of refusal prior to going to the public.

## **16.5 PROMOTIONS:**

**16.5.1** Any employee who does not meet the criteria for transfer or reemployment must apply for a vacancy with the public.

**16.5.2** Employees who meet minimum qualifications will be granted a first level interview.

**16.5.3** Unit members who are promoted within the unit shall serve a six-month probationary period in the new classification. After the six-month period, the Unit member shall be deemed to possess permanency status in the new classification. Should the District decide the unit member did not satisfactorily complete the probationary six-month period, the District shall reassign the Unit member to his/her previous position by giving written notice of reassignment. The bargaining unit member also has retreat rights to his/her former position during the probationary period.

## **16.6 SCREENING COMMITTEES:**

**16.6.1** Classified members of a screening committee shall be selected by the CSEA Chapter President or Designee.

**16.6.2** If the District objects to the CSEA Chapter's President's or designee's selection of the classified committee member(s) or the selected member(s) is/are unable to participate, the District shall request to the CSEA Chapter President or designee to select another classified employee(s) to serve on the screening committee. Valid objections consist of either not having a diverse committee, a potential conflict of interest between committee member and applicant pool, and/or the selected member not possessing skills or knowledge relative to the position being filled. Human Resources shall notify CSEA of the reason for objection to a committee member and will work with the Chapter President or designee to find an alternative committee member.

**16.6.3** If CSEA does not select a committee member within five (5) working days of the District's request Human Resources reserves the right to make the selection.

## ARTICLE 17: LAYOFF AND REEMPLOYMENT

- 17.1 REASON FOR LAYOFF:** Layoff shall occur only for lack of work or lack of funds. The decision to layoff is not negotiable; however, the effects of the layoff are subject to negotiation with CSEA.
- 17.2 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
- 17.3** 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.
- 17.4 ORDER OF LAYOFF AND REEMPLOYMENT:** (Ed. Code 88127)
- 17.4.1** 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 or classification previously held shall be determined by length of service.
- 17.4.2** For purposes of this section, "length of service" shall be defined as the hire date with the District into classified service.
- 17.4.3** 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.
- 17.4.4** Credit for a break in service shall be per Education Code 88128. 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 no resignation shall have voided those rights in the interim.
- 17.5 BUMPING RIGHTS:** Bumping rights/options notices will not be sent until effects of the layoff have been negotiated. Any employee notified of layoff from his/her present position may bump into a position of same classification or lower classification in which they held permanency or into the same job family of same or lower range for which they hold minimum qualifications. Such right to bump must be exercised within five (5) days of notice of bumping options provided by Human Resources.
- 17.5.1** Job Families are defined in Appendix F.
- 17.5.2** Human Resources will provide employees identified for layoff a notice of bumping and reemployment rights. Employees with bumping option will return the notice with their intent to accept the layoff or exercise their option to bump within five (5) working days of receiving the notice.



- 17.5.3** Any employee who is displaced through the bumping process will also be provided a notice of bumping and reemployment rights and will follow the process outlined in 17.5.2.
- 17.5.4** If an employee bumps into a classification he/she previously held permanency in which is 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 considered made whole and not placed on the 39 month re-hire list.
- 17.5.5** Employees who bump within their same range and class and maintain the same number of hours per day and work year will be considered “made whole” and not placed on the reemployment list.

## **17.6 REEMPLOYMENT RIGHTS OF EMPLOYEES:**

- 17.6.1** When a vacancy occurs and a 39 month reemployment list has been established, the person with the greatest seniority who was laid off from that classification or classification previously held or within the related job family will have first right of refusal to that position provided they meet minimum qualifications. Persons on the 39 month rehire list who do not have first right of refusal will have an opportunity to apply for a vacancy in which they meet minimum qualifications prior to that position going to the public for recruitment. Reemployment shall be in the reverse order of layoff.
- 17.6.2** 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.
- 17.6.3** The names of employees who are laid off will be placed on the reemployment list in accordance with length of service.
- 17.6.4** Except as provided elsewhere in this Article, employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional 24 months.
- 17.6.5** 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.
- 17.6.6** If a unit member is reemployed from the 39 month re-employment list into a classification equal to or lower than the classification they were laid off from, they will be placed at the salary step which is closest to the salary they were previously earning without going over. If the unit member is re-employed from the 39 month re-employment list into a classification at a higher range than the classification laid off from the re-employment will be treated the same as a promotion and salary placement will be in accordance to Article 16.2.1.

## **17.7 PAY STATUS BEFORE AND AFTER EXERCISE OF BUMPING RIGHTS**

- 17.7.1** If a unit member exercises his/her displacement rights, and “bumps” into a position with an equal or lower 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 previously held position.

**17.8 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.

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 and said offer would not make them "whole". Employees who declines an offer that will make them whole in terms of classification, hours per day, work year and salary range will be removed from the reemployment list.

**17.9 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 upon request. An ad-hoc seniority committee will be created to ensure an initial accurate seniority list is created. This committee will consist of the Associate Vice President of Human Resources or designee and two Bargaining Unit Members appointed by the Chapter President. In the event of a lay-off, the ad-hoc committee will be reactivated to ensure the seniority list is up to date and accurate.

**17.10 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 18: RESIGNATION

- 18.1 LETTER OF RESIGNATION:** If an employee wishes to resign from employment, a letter of resignation shall be submitted to the immediate supervisor and the District Human Resource Office. The intended effective date of resignation shall be specified in the letter as the last day in paid status.
- 18.2 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.
- 18.3 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).
- 18.4 REPAYMENT:** Employees who terminate employment and have used more than their earned leave shall have their last salary payment reduced accordingly.

## ARTICLE 19: RETIREMENT

**19.1 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, 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.

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. 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 at age 50 or younger, the retiree will receive 10 years of benefits, or until the retiree becomes eligible for Medicare, whichever comes first. Employees who retire with a disability after age 50 will follow the same formula for a regular retirement as described below.

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:**

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

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

## ARTICLE 20: TOOLS AND UNIFORMS

- 20.1 TOOLS:** The District shall provide adequate tools and equipment it requires for use by Unit members in the performance of their assigned duties.
- 20.2** Unit members shall be responsible for all tools, equipment, keys, uniforms, etc. issued to them by the District.
- 20.3** All such District property shall be returned to the District upon termination of employment, equipment replacement, or as otherwise directed by the District.
- 20.4** 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.
- 20.5** 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.
- 20.6** 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.
- 20.7** 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.
- 20.8** 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.
- 20.9** 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.
- 20.10 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 21: SAFETY**

- 21.1 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, or their Manager, the Manager will respond in writing to the bargaining unit member and provide CSEA with a copy of the response, with appropriate action, if any, to be taken to resolve the reported problem.
- 21.2 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 21.1.
- 21.3 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. The District will provide employees a process for requesting an ergonomic evaluation of their work station. The District will provide a certified evaluator to train the employee on a proper ergonomic workstation and to assess the workstation. The evaluator will forward their assessment and recommendations to the district for consideration and implementation.
- 21.4 SAFETY COMMITTEE:** The bargaining unit will appoint two (2) classified employees to serve on the District's Safety Committee. Committee members will be given release time to attend all committee meetings concerning safety, and related training.

## **ARTICLE 22: DISCIPLINE**

**22.1 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:

**22.1.1 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.

**22.1.2 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.

**22.1.3 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.

**22.1.4** 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.

**22.1.5 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.

**22.2 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.

**22.3 IMMEDIATE SUSPENSION:**

**22.3.1** 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.

**22.3.2** 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.

**22.4 DOCUMENTATION OF PRIOR NOTICE:** When the charges against the unit member is as set forth in 22.1.2, 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.

**22.5 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.

**22.6 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.

**22.7 STATEMENT OF CHARGES, NOTICE TO RESPONDENT AND NOTICE OF DEFENSE, EXCEPT WHERE IMMEDIATE SUSPENSION IS WARRANTED UNDER 22.3:** Notification of disciplinary action shall be as prescribed in Ed. Code Section 88016, except as follows:

**22.7.1** 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.

**22.7.2** 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.

**22.7.3** 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.

**22.7.4** 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.

**22.8 ADMINISTRATIVE RECOMMENDATION OF DISMISSAL:**

**22.8.1** 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.

**22.8.2** If the unit member is under immediate suspension, Section 22.3, the period of suspension may be extended until a final determination has been made.

**22.9 HEARING BEFORE THE BOARD OF TRUSTEES:**

**22.9.1** 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.

**22.9.2** 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.

**22.9.3** 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.

**22.9.4** 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 23: GRIEVANCE PROCEDURE

### 23.1 DEFINITIONS

**23.1.1 Grievance:** A grievance is a complaint alleging there has been a misinterpretation, misapplication, or violation of the terms of this Agreement.

**23.1.2 Grievant:** An individual bargaining unit member, a group of bargaining unit members, CSEA Chapter and/or the Association may be a grievant. Any grievant shall be entitled to have CSEA 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.

**23.1.3 Day:** Any day in which the central administrative office of the District is open for business.

**23.1.4 Supervisor/District Agent:** The lowest level supervisor, who is outside of the bargaining unit, having jurisdiction to adjust a grievance.

**23.1.5 Grievance Form:** In order to facilitate formal the grievance procedure, a Grievance Form (Appendix D), will be filled out and will describe the nature of the grievance, the perceived violation of contract, and the resolution desired. A copy of the grievance will be distributed to the, CSEA, Superintendent/President and Vice-President, and the Human Resource Office.

### 23.2 BARGAINING UNIT MEMBER RIGHTS

**23.2.1** The bargaining unit member may initiate a grievance without the intervention of the Association. The Association may file a grievance without the affected member's consent if the grievance affects other bargaining unit members. The CSEA representative 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.

**23.2.2** 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 the presence of a CSEA representative.

**23.2.3** 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 to conduct an investigation into the underlying facts that may be the basis of a grievance.

**23.2.4** No grievance shall be resolved at Level I or higher without the Association's representation.

**23.2.5** 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.

**23.2.6** 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. Grievances may be elevated directly to Level II by mutual agreement of both parties if an informal resolution can't be reached.

### **23.3 GRIEVANCE PROCESS**

**23.3.1 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/CSEA Representative 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 ten (10) days.

**23.3.2 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 appropriate Vice President or designee within fifteen (15) days after the informal response.

The Vice President or designee shall provide a written response within fifteen (15) days from receipt of a written grievance. Within those fifteen (15) days, the Vice President or designee, the grievant, or the CSEA Representative 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 fifteen (15) days of the conference.

**23.3.3 FORMAL LEVEL II:** Where a satisfactory resolution has not been reached at the Formal Level I, grievance shall be forwarded on the appropriate form to the Superintendent/President or designee within fifteen (15) days after the formal level 1 response.

The Superintendent /President or designee shall provide a written response within (15) days from receipt of a written grievance. Within those fifteen (15) days, the Superintendent/President or designee, the grievant, or the CSEA Representative, may request a conference to discuss a possible resolution to the grievance. If a conference is held, the written response shall be due within fifteen (15) days of the conference.

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

**23.4 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.

## **23.5 ARBITRATION**

**23.5.1** 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.

**23.5.2** The State Mediation Conciliation Association list shall be obtained and paid for by the District. The daily fees of the arbitrator and the reimbursement of the arbitrator's travel and subsistence expenses, as well as the<sup>54</sup> cost of the hearing room, will be equally shared by the parties. All other costs will be borne by the party incurring them.

**23.5.3** The arbitrator's recommendation shall be submitted to the Board of Trustees for review and a final determination.

## **23.6 APPEAL TO THE BOARD**

**23.6.1** 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.

**23.6.2** 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.

**23.6.3** The decision of the Board shall be final.

## ARTICLE 24: DEFINITIONS

### 24.1 DEFINITIONS:

**24.1.1** 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.

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

**24.1.3** Class shall be defined as listed in Article 14 of this Agreement.

**24.2 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 25: REOPENERS**

- 25.1** During the term of this memorandum of understanding there shall be no re-opening of any term or condition of this memorandum of understanding, except by mutual agreement between the parties. In the spirit of positive labor relations, the District and CSEA agree to meet over issues arising from interpretation and application of this Agreement. Further, if both parties agree, any clarification or modification of current contract language will be documented in a Memorandum of Understanding.

## **ARTICLE 26: RELEASE TIME/JOB STEWARDS/NEGOTIATIONS**

### **26.1 GENERAL MEETING:**

**26.1.1** In the spirit of Participatory Governance to ensure all members of the college community have an additional opportunity to receive Participatory Governance information, the CSEA meeting shall be open for one half hour of each meeting. One half hour of each CSEA meeting shall be closed and will include opportunities for bargaining unit member input on contract and MOU issues. The District shall grant release time to Bargaining Unit members for these once a month meetings to be held between the months of August through May, for a total of ten meetings.

**26.1.1.1** Two additional one hour paid release time meetings shall be held as follows: May – School Classified Employee Appreciation Week award luncheon and one for Social & Remembrance celebration. CSEA may request additional paid release meetings in order to meet the needs of the District and CSEA. These additional meetings shall be open to all employees who wish to attend.

**26.1.2** Paid release time is authorized during normal working hours for bargaining unit members to attend CSEA Chapter meetings for the purpose of contract and MOU ratification as needed.

**26.1.3** Paid release time is authorized during normal working hours for designated bargaining unit members to attend participatory governance meetings. The District authorizes the use of District email to disseminate information to bargaining unit members related to participatory governance matters.

**26.1.4** The Association agrees to notify supervisors at least 24 hours in advance of any Association meeting held during normal working hours.

**26.1.5** The District will provide use of facilities for CSEA meetings.

**26.2 CSEA CHAPTER PRESIDENT:** 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. The Chapter President shall be granted release time to meet with bargaining unit employees on an individual case basis or to meet with 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.

**26.3 JOB STEWARDS:** 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.

#### **26.3.1 RELEASE TIME:**

**26.3.1.1** An Association Job Steward, CSEA President or designee will be released from duties without loss of compensation for the processing of grievances consistent with Article 23 and to represent employees at conferences which may result in discipline in accordance with Article 22 and/or legal

proceedings.

**26.3.1.2** The Job Steward, CSEA President, or designee shall first secure the permission of his/her supervisor for release from duties for the reasons stated immediately above in Article 26.3.1.1. Such permission from the supervisor shall not be unreasonably denied.

**26.3.1.3** A second Job Steward may be granted release time for reasons stated above in Article 26.3.1.1 for training purposes with the approval of the supervisor and the Chief Human Resources Officer.

**26.3.2 AUTHORITY:** Upon written request of the employee, Job Stewards shall have the authority to file notice and take action on behalf of the 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.

**26.3.3 REPRESENTATION:** An employee has the right to have present a CSEA representative (Job Steward or CSEA Officer – President or designee of his/her choice) in any conference with his/her supervisor or other management personnel which the employee 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.

**26.4 NEGOTIATIONS:** It is agreed that a reasonable number of classified employees allowed as representatives for the CSEA Negotiation team is five (5). To the extent possible each representative should be from a different department to minimize the impact on the district.

**26.4.1 RELEASE TIME:**

**26.4.1.1** Release time for the CSEA negotiation team will be provided during negotiation meetings with the District which occur during normal working hours. Overtime or compensatory time shall not be applicable

**26.4.1.2** Negotiating sessions including travel time will normally be held during regular working hours but may extend beyond the normal work day based upon scheduling by the parties.

**26.4.1.3** The CSEA negotiating team will receive two (2) hours of release time for the purpose of developing a proposal for opening contract negotiations.

**26.4.1.4** One (1) hour of caucus time prior to each negotiating session will be provided to the CSEA negotiating team.

**26.4.1.5** Release time during normal working hours will be provided for bargaining unit employees during ratification.

**APPENDIX A**

**BARSTOW COMMUNITY COLLEGE CLASSIFIED SERVICE**

<b>ACCOUNTING JOB FAMILY</b>	
<b>POSITION TITLE</b>	<b>SALARY RANGE</b>
Accounting Assistant	14
Accounting Technician I	17
Accounting Technician II	18
Bookstore Operations Assistant	12
Financial Aid Technician III	22
Financial Aid Technician II	18
Financial Aid Technician I	13
Grant Technician	18
Payroll Technician	19
Purchasing/Payroll Technician	19

<b>CLERICAL JOB FAMILY</b>	
Administrative Secretary	16
Admissions & Records Office Coordinator	19
Admissions & Records Technician II	14
Assistant Coordinator for OSS Learning Support	20
EOPS Program Specialist	17
Institutional Planning and Research Specialist	21
Curriculum and Scheduling Specialist	20
Instructional Lab Assistant I – Computer	12
Instructional Lab Assistant II – Computer	15
Instructional Lab Assistant – OSS	12
Instructional Lab Assistant – Sciences	16
Library Technician I	14
Library Technician II	18
Secretary	12
Site Office Coordinator	19
Special Programs Specialist	17
Student Services Technician	14
Student Success Advisor	17
Student Success & Equity Coordinator	20
Tutorial Services Specialist	16

<b>CUSTODIAL/GROUNDS &amp; MAINTENANCE JOB FAMILY</b>	
Custodian	10
Grounds Specialist	12
HVAC Specialist	22
M&O Technician	15
Skilled Maintenance Specialist	19

<b>TECHNICAL SUPPORT JOB FAMILY</b>	
Database Analyst	26
Database Analyst II	28
Instructional Media Technician	16
Network Administrator	25
PC/Network Specialist	21
Web Services Specialist	18
Web Services Technician	15
Webmaster	24

**APPENDIX B**

7/1/2016	<b>Barstow Community College Classified Salary Schedule</b>											
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Grade/Step	1	2	3	4	5	6	7	8	9	L1	L2	L3
9	\$ 14.49	\$ 15.06	\$ 15.68	\$ 16.29	\$ 16.94	\$ 17.37	\$ 17.80	\$ 18.24	\$ 18.71	\$ 18.99	\$ 19.27	\$ 19.55
	\$ 1,255.50	\$ 1,305.50	\$ 1,359.00	\$ 1,411.50	\$ 1,468.00	\$ 1,505.00	\$ 1,542.50	\$ 1,581.00	\$ 1,621.50	\$ 1,646.00	\$ 1,670.00	\$ 1,694.50
	\$ 2,511.00	\$ 2,611.00	\$ 2,718.00	\$ 2,823.00	\$ 2,936.00	\$ 3,010.00	\$ 3,085.00	\$ 3,162.00	\$ 3,243.00	\$ 3,292.00	\$ 3,340.00	\$ 3,389.00
10	\$ 15.06	\$ 15.68	\$ 16.29	\$ 16.94	\$ 17.62	\$ 18.06	\$ 18.50	\$ 18.99	\$ 19.45	\$ 19.75	\$ 20.04	\$ 20.33
	\$ 1,305.50	\$ 1,359.00	\$ 1,411.50	\$ 1,468.00	\$ 1,527.00	\$ 1,565.00	\$ 1,603.50	\$ 1,645.50	\$ 1,686.00	\$ 1,711.50	\$ 1,736.50	\$ 1,762.00
	\$ 2,611.00	\$ 2,718.00	\$ 2,823.00	\$ 2,936.00	\$ 3,054.00	\$ 3,130.00	\$ 3,207.00	\$ 3,291.00	\$ 3,372.00	\$ 3,423.00	\$ 3,473.00	\$ 3,524.00
11	\$ 15.68	\$ 16.29	\$ 16.94	\$ 17.62	\$ 18.33	\$ 18.78	\$ 19.25	\$ 19.74	\$ 20.23	\$ 20.54	\$ 20.84	\$ 21.14
	\$ 1,359.00	\$ 1,411.50	\$ 1,468.00	\$ 1,527.00	\$ 1,588.50	\$ 1,628.00	\$ 1,668.00	\$ 1,710.50	\$ 1,753.50	\$ 1,780.00	\$ 1,806.00	\$ 1,832.50
	\$ 2,718.00	\$ 2,823.00	\$ 2,936.00	\$ 3,054.00	\$ 3,177.00	\$ 3,256.00	\$ 3,336.00	\$ 3,421.00	\$ 3,507.00	\$ 3,560.00	\$ 3,612.00	\$ 3,665.00
12	\$ 16.29	\$ 16.94	\$ 17.62	\$ 18.33	\$ 19.06	\$ 19.53	\$ 20.02	\$ 20.53	\$ 21.04	\$ 21.36	\$ 21.67	\$ 21.99
	\$ 1,411.50	\$ 1,468.00	\$ 1,527.00	\$ 1,588.50	\$ 1,651.50	\$ 1,692.50	\$ 1,735.00	\$ 1,779.00	\$ 1,823.50	\$ 1,851.00	\$ 1,878.00	\$ 1,905.50
	\$ 2,823.00	\$ 2,936.00	\$ 3,054.00	\$ 3,177.00	\$ 3,303.00	\$ 3,385.00	\$ 3,470.00	\$ 3,558.00	\$ 3,647.00	\$ 3,702.00	\$ 3,756.00	\$ 3,811.00
13	\$ 16.94	\$ 17.62	\$ 18.33	\$ 19.06	\$ 19.82	\$ 20.32	\$ 20.82	\$ 21.34	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.87
	\$ 1,468.00	\$ 1,527.00	\$ 1,588.50	\$ 1,651.50	\$ 1,717.50	\$ 1,761.00	\$ 1,804.50	\$ 1,849.50	\$ 1,896.50	\$ 1,925.00	\$ 1,953.50	\$ 1,982.00
	\$ 2,936.00	\$ 3,054.00	\$ 3,177.00	\$ 3,303.00	\$ 3,435.00	\$ 3,522.00	\$ 3,609.00	\$ 3,699.00	\$ 3,793.00	\$ 3,850.00	\$ 3,907.00	\$ 3,964.00
14	\$ 17.62	\$ 18.33	\$ 19.06	\$ 19.82	\$ 20.62	\$ 21.12	\$ 21.65	\$ 22.20	\$ 22.76	\$ 23.10	\$ 23.44	\$ 23.79
	\$ 1,527.00	\$ 1,588.50	\$ 1,651.50	\$ 1,717.50	\$ 1,787.00	\$ 1,830.50	\$ 1,876.50	\$ 1,924.00	\$ 1,972.50	\$ 2,002.00	\$ 2,031.50	\$ 2,061.50
	\$ 3,054.00	\$ 3,177.00	\$ 3,303.00	\$ 3,435.00	\$ 3,574.00	\$ 3,661.00	\$ 3,753.00	\$ 3,848.00	\$ 3,945.00	\$ 4,004.00	\$ 4,063.00	\$ 4,123.00
15	\$ 18.33	\$ 19.06	\$ 19.82	\$ 20.62	\$ 21.44	\$ 21.97	\$ 22.54	\$ 23.08	\$ 23.66	\$ 24.02	\$ 24.37	\$ 24.73
	\$ 1,588.50	\$ 1,651.50	\$ 1,717.50	\$ 1,787.00	\$ 1,858.00	\$ 1,904.00	\$ 1,953.00	\$ 2,000.50	\$ 2,050.50	\$ 2,081.50	\$ 2,112.00	\$ 2,143.00
	\$ 3,177.00	\$ 3,303.00	\$ 3,435.00	\$ 3,574.00	\$ 3,716.00	\$ 3,808.00	\$ 3,906.00	\$ 4,001.00	\$ 4,101.00	\$ 4,163.00	\$ 4,224.00	\$ 4,286.00
16	\$ 19.06	\$ 19.82	\$ 20.62	\$ 21.44	\$ 22.30	\$ 22.85	\$ 23.43	\$ 24.01	\$ 24.61	\$ 24.98	\$ 25.34	\$ 25.71
	\$ 1,651.50	\$ 1,717.50	\$ 1,787.00	\$ 1,858.00	\$ 1,933.00	\$ 1,980.50	\$ 2,030.50	\$ 2,081.00	\$ 2,132.50	\$ 2,164.50	\$ 2,196.50	\$ 2,228.50
	\$ 3,303.00	\$ 3,435.00	\$ 3,574.00	\$ 3,716.00	\$ 3,866.00	\$ 3,961.00	\$ 4,061.00	\$ 4,162.00	\$ 4,265.00	\$ 4,329.00	\$ 4,393.00	\$ 4,457.00
17	\$ 19.82	\$ 20.62	\$ 21.44	\$ 22.30	\$ 23.20	\$ 23.77	\$ 24.36	\$ 24.97	\$ 25.59	\$ 25.98	\$ 26.36	\$ 26.75
	\$ 1,717.50	\$ 1,787.00	\$ 1,858.00	\$ 1,933.00	\$ 2,010.50	\$ 2,060.00	\$ 2,111.00	\$ 2,164.00	\$ 2,218.00	\$ 2,251.50	\$ 2,284.50	\$ 2,318.00
	\$ 3,435.00	\$ 3,574.00	\$ 3,716.00	\$ 3,866.00	\$ 4,021.00	\$ 4,120.00	\$ 4,222.00	\$ 4,328.00	\$ 4,436.00	\$ 4,503.00	\$ 4,569.00	\$ 4,636.00
18	\$ 20.62	\$ 21.44	\$ 22.30	\$ 23.20	\$ 24.12	\$ 24.73	\$ 25.33	\$ 25.97	\$ 26.61	\$ 27.01	\$ 27.41	\$ 27.81
	\$ 1,787.00	\$ 1,858.00	\$ 1,933.00	\$ 2,010.50	\$ 2,090.50	\$ 2,143.00	\$ 2,195.50	\$ 2,250.50	\$ 2,306.50	\$ 2,341.00	\$ 2,375.50	\$ 2,410.50
	\$ 3,574.00	\$ 3,716.00	\$ 3,866.00	\$ 4,021.00	\$ 4,181.00	\$ 4,286.00	\$ 4,391.00	\$ 4,501.00	\$ 4,613.00	\$ 4,682.00	\$ 4,751.00	\$ 4,821.00

Grade/Step	1	2	3	4	5	6	7	8	9	L1	L2	L3
19	\$ 21.44	\$ 22.30	\$ 23.20	\$ 24.12	\$ 25.09	\$ 25.71	\$ 26.35	\$ 27.01	\$ 27.69	\$ 28.11	\$ 28.52	\$ 28.94
	\$ 1,858.00	\$ 1,933.00	\$ 2,010.50	\$ 2,090.50	\$ 2,174.00	\$ 2,228.50	\$ 2,284.00	\$ 2,341.00	\$ 2,400.00	\$ 2,436.00	\$ 2,472.00	\$ 2,508.00
	\$ 3,716.00	\$ 3,866.00	\$ 4,021.00	\$ 4,181.00	\$ 4,348.00	\$ 4,457.00	\$ 4,568.00	\$ 4,682.00	\$ 4,800.00	\$ 4,872.00	\$ 4,944.00	\$ 5,016.00
20	\$ 22.30	\$ 23.20	\$ 24.12	\$ 25.09	\$ 26.09	\$ 26.73	\$ 27.40	\$ 28.09	\$ 28.79	\$ 29.22	\$ 29.65	\$ 30.09
	\$ 1,933.00	\$ 2,010.50	\$ 2,090.50	\$ 2,174.00	\$ 2,261.00	\$ 2,316.50	\$ 2,375.00	\$ 2,434.00	\$ 2,495.00	\$ 2,532.50	\$ 2,570.00	\$ 2,607.50
	\$ 3,866.00	\$ 4,021.00	\$ 4,181.00	\$ 4,348.00	\$ 4,522.00	\$ 4,633.00	\$ 4,750.00	\$ 4,868.00	\$ 4,990.00	\$ 5,065.00	\$ 5,140.00	\$ 5,215.00
21	\$ 23.20	\$ 24.12	\$ 25.09	\$ 26.09	\$ 27.12	\$ 27.80	\$ 28.50	\$ 29.22	\$ 29.94	\$ 30.39	\$ 30.84	\$ 31.29
	\$ 2,010.50	\$ 2,090.50	\$ 2,174.00	\$ 2,261.00	\$ 2,350.50	\$ 2,409.50	\$ 2,470.00	\$ 2,532.00	\$ 2,595.00	\$ 2,634.00	\$ 2,673.00	\$ 2,712.00
	\$ 4,021.00	\$ 4,181.00	\$ 4,348.00	\$ 4,522.00	\$ 4,701.00	\$ 4,819.00	\$ 4,940.00	\$ 5,064.00	\$ 5,190.00	\$ 5,268.00	\$ 5,346.00	\$ 5,424.00
22	\$ 24.12	\$ 25.09	\$ 26.09	\$ 27.12	\$ 28.21	\$ 28.92	\$ 29.65	\$ 30.39	\$ 31.14	\$ 31.60	\$ 32.07	\$ 32.54
	\$ 2,090.50	\$ 2,174.00	\$ 2,261.00	\$ 2,350.50	\$ 2,445.00	\$ 2,506.00	\$ 2,570.00	\$ 2,634.00	\$ 2,698.50	\$ 2,739.00	\$ 2,779.50	\$ 2,820.00
	\$ 4,181.00	\$ 4,348.00	\$ 4,522.00	\$ 4,701.00	\$ 4,890.00	\$ 5,012.00	\$ 5,140.00	\$ 5,268.00	\$ 5,397.00	\$ 5,478.00	\$ 5,559.00	\$ 5,640.00
23	\$ 25.09	\$ 26.09	\$ 27.12	\$ 28.21	\$ 29.34	\$ 30.07	\$ 30.82	\$ 31.60	\$ 32.38	\$ 32.87	\$ 33.35	\$ 33.84
	\$ 2,174.00	\$ 2,261.00	\$ 2,350.50	\$ 2,445.00	\$ 2,543.00	\$ 2,606.00	\$ 2,671.00	\$ 2,738.50	\$ 2,806.50	\$ 2,848.50	\$ 2,890.50	\$ 2,933.00
	\$ 4,348.00	\$ 4,522.00	\$ 4,701.00	\$ 4,890.00	\$ 5,086.00	\$ 5,212.00	\$ 5,342.00	\$ 5,477.00	\$ 5,613.00	\$ 5,697.00	\$ 5,781.00	\$ 5,866.00
24	\$ 26.09	\$ 27.12	\$ 28.21	\$ 29.34	\$ 30.51	\$ 31.28	\$ 32.05	\$ 32.87	\$ 33.68	\$ 34.19	\$ 34.69	\$ 35.20
	\$ 2,261.00	\$ 2,350.50	\$ 2,445.00	\$ 2,543.00	\$ 2,644.00	\$ 2,711.00	\$ 2,778.00	\$ 2,848.50	\$ 2,919.00	\$ 2,963.00	\$ 3,006.50	\$ 3,050.50
	\$ 4,522.00	\$ 4,701.00	\$ 4,890.00	\$ 5,086.00	\$ 5,288.00	\$ 5,422.00	\$ 5,556.00	\$ 5,697.00	\$ 5,838.00	\$ 5,926.00	\$ 6,013.00	\$ 6,101.00
25	\$ 27.12	\$ 28.21	\$ 29.34	\$ 30.51	\$ 31.73	\$ 32.53	\$ 33.34	\$ 34.18	\$ 35.02	\$ 35.54	\$ 36.07	\$ 36.59
	\$ 2,350.50	\$ 2,445.00	\$ 2,543.00	\$ 2,644.00	\$ 2,750.00	\$ 2,819.50	\$ 2,889.50	\$ 2,962.00	\$ 3,035.00	\$ 3,080.50	\$ 3,126.00	\$ 3,171.50
	\$ 4,701.00	\$ 4,890.00	\$ 5,086.00	\$ 5,288.00	\$ 5,500.00	\$ 5,639.00	\$ 5,779.00	\$ 5,924.00	\$ 6,070.00	\$ 6,161.00	\$ 6,252.00	\$ 6,343.00
26	\$ 28.21	\$ 29.34	\$ 30.51	\$ 31.73	\$ 33.00	\$ 33.83	\$ 34.67	\$ 35.53	\$ 36.42	\$ 36.97	\$ 37.51	\$ 38.06
	\$ 2,445.00	\$ 2,543.00	\$ 2,644.00	\$ 2,750.00	\$ 2,860.00	\$ 2,932.00	\$ 3,005.00	\$ 3,079.50	\$ 3,156.50	\$ 3,204.00	\$ 3,251.00	\$ 3,298.50
	\$ 4,890.00	\$ 5,086.00	\$ 5,288.00	\$ 5,500.00	\$ 5,720.00	\$ 5,864.00	\$ 6,010.00	\$ 6,159.00	\$ 6,313.00	\$ 6,408.00	\$ 6,502.00	\$ 6,597.00
27	\$ 29.34	\$ 30.51	\$ 31.73	\$ 33.00	\$ 34.32	\$ 35.19	\$ 36.06	\$ 36.96	\$ 37.89	\$ 38.46	\$ 39.03	\$ 39.60
	\$ 2,543.00	\$ 2,644.00	\$ 2,750.00	\$ 2,860.00	\$ 2,974.50	\$ 3,049.50	\$ 3,125.50	\$ 3,203.00	\$ 3,284.00	\$ 3,333.50	\$ 3,382.50	\$ 3,432.00
	\$ 5,086.00	\$ 5,288.00	\$ 5,500.00	\$ 5,720.00	\$ 5,949.00	\$ 6,099.00	\$ 6,251.00	\$ 6,406.00	\$ 6,568.00	\$ 6,667.00	\$ 6,765.00	\$ 6,864.00
28	\$ 30.51	\$ 31.73	\$ 33.00	\$ 34.32	\$ 35.69	\$ 36.59	\$ 37.50	\$ 38.44	\$ 39.41	\$ 40.00	\$ 40.59	\$ 41.18
	\$ 2,644.00	\$ 2,750.00	\$ 2,860.00	\$ 2,974.50	\$ 3,093.00	\$ 3,171.00	\$ 3,250.00	\$ 3,331.50	\$ 3,415.50	\$ 3,466.50	\$ 3,518.00	\$ 3,569.00
	\$ 5,288.00	\$ 5,500.00	\$ 5,720.00	\$ 5,949.00	\$ 6,186.00	\$ 6,342.00	\$ 6,500.00	\$ 6,663.00	\$ 6,831.00	\$ 6,933.00	\$ 7,036.00	\$ 7,138.00

7/1/2017

**Barstow Community College  
Classified Salary Schedule**

Grade/Step	1	2	3	4	5	6	7	8	9	L1	L2	L3
9	\$ 14.63	\$ 15.21	\$ 15.84	\$ 16.45	\$ 17.11	\$ 17.54	\$ 17.98	\$ 18.43	\$ 18.89	\$ 19.18	\$ 19.46	\$ 19.74
	\$ 1,268.00	\$ 1,318.50	\$ 1,372.50	\$ 1,425.50	\$ 1,482.50	\$ 1,520.00	\$ 1,558.00	\$ 1,597.00	\$ 1,637.50	\$ 1,662.00	\$ 1,686.50	\$ 1,711.00
	\$ 2,536.00	\$ 2,637.00	\$ 2,745.00	\$ 2,851.00	\$ 2,965.00	\$ 3,040.00	\$ 3,116.00	\$ 3,194.00	\$ 3,275.00	\$ 3,324.00	\$ 3,373.00	\$ 3,422.00
10	\$ 15.21	\$ 15.84	\$ 16.45	\$ 17.11	\$ 17.80	\$ 18.24	\$ 18.69	\$ 19.18	\$ 19.65	\$ 19.94	\$ 20.24	\$ 20.53
	\$ 1,318.50	\$ 1,372.50	\$ 1,425.50	\$ 1,482.50	\$ 1,542.50	\$ 1,580.50	\$ 1,619.50	\$ 1,662.00	\$ 1,703.00	\$ 1,728.50	\$ 1,754.00	\$ 1,779.50
	\$ 2,637.00	\$ 2,745.00	\$ 2,851.00	\$ 2,965.00	\$ 3,085.00	\$ 3,161.00	\$ 3,239.00	\$ 3,324.00	\$ 3,406.00	\$ 3,457.00	\$ 3,508.00	\$ 3,559.00
11	\$ 15.84	\$ 16.45	\$ 17.11	\$ 17.80	\$ 18.51	\$ 18.98	\$ 19.44	\$ 19.93	\$ 20.44	\$ 20.74	\$ 21.05	\$ 21.35
	\$ 1,372.50	\$ 1,425.50	\$ 1,482.50	\$ 1,542.50	\$ 1,604.50	\$ 1,644.50	\$ 1,684.50	\$ 1,727.50	\$ 1,771.00	\$ 1,797.50	\$ 1,824.00	\$ 1,850.50
	\$ 2,745.00	\$ 2,851.00	\$ 2,965.00	\$ 3,085.00	\$ 3,209.00	\$ 3,289.00	\$ 3,369.00	\$ 3,455.00	\$ 3,542.00	\$ 3,595.00	\$ 3,648.00	\$ 3,701.00
12	\$ 16.45	\$ 17.11	\$ 17.80	\$ 18.51	\$ 19.25	\$ 19.73	\$ 20.22	\$ 20.74	\$ 21.25	\$ 21.57	\$ 21.88	\$ 22.21
	\$ 1,425.50	\$ 1,482.50	\$ 1,542.50	\$ 1,604.50	\$ 1,668.00	\$ 1,709.50	\$ 1,752.50	\$ 1,797.00	\$ 1,841.50	\$ 1,869.00	\$ 1,896.50	\$ 1,924.50
	\$ 2,851.00	\$ 2,965.00	\$ 3,085.00	\$ 3,209.00	\$ 3,336.00	\$ 3,419.00	\$ 3,505.00	\$ 3,594.00	\$ 3,683.00	\$ 3,738.00	\$ 3,793.00	\$ 3,849.00
13	\$ 17.11	\$ 17.80	\$ 18.51	\$ 19.25	\$ 20.01	\$ 20.52	\$ 21.03	\$ 21.55	\$ 22.10	\$ 22.43	\$ 22.77	\$ 23.09
	\$ 1,482.50	\$ 1,542.50	\$ 1,604.50	\$ 1,668.00	\$ 1,734.50	\$ 1,778.50	\$ 1,822.50	\$ 1,868.00	\$ 1,915.50	\$ 1,944.00	\$ 1,973.00	\$ 2,001.50
	\$ 2,965.00	\$ 3,085.00	\$ 3,209.00	\$ 3,336.00	\$ 3,469.00	\$ 3,557.00	\$ 3,645.00	\$ 3,736.00	\$ 3,831.00	\$ 3,888.00	\$ 3,946.00	\$ 4,003.00
14	\$ 17.80	\$ 18.51	\$ 19.25	\$ 20.01	\$ 20.83	\$ 21.34	\$ 21.87	\$ 22.42	\$ 22.99	\$ 23.33	\$ 23.68	\$ 24.02
	\$ 1,542.50	\$ 1,604.50	\$ 1,668.00	\$ 1,734.50	\$ 1,805.00	\$ 1,849.00	\$ 1,895.50	\$ 1,943.00	\$ 1,992.00	\$ 2,022.00	\$ 2,052.00	\$ 2,081.50
	\$ 3,085.00	\$ 3,209.00	\$ 3,336.00	\$ 3,469.00	\$ 3,610.00	\$ 3,698.00	\$ 3,791.00	\$ 3,886.00	\$ 3,984.00	\$ 4,044.00	\$ 4,104.00	\$ 4,163.00
15	\$ 18.51	\$ 19.25	\$ 20.01	\$ 20.83	\$ 21.65	\$ 22.19	\$ 22.76	\$ 23.31	\$ 23.90	\$ 24.25	\$ 24.61	\$ 24.97
	\$ 1,604.50	\$ 1,668.00	\$ 1,734.50	\$ 1,805.00	\$ 1,876.50	\$ 1,923.00	\$ 1,972.50	\$ 2,020.50	\$ 2,071.00	\$ 2,102.00	\$ 2,133.00	\$ 2,164.00
	\$ 3,209.00	\$ 3,336.00	\$ 3,469.00	\$ 3,610.00	\$ 3,753.00	\$ 3,846.00	\$ 3,945.00	\$ 4,041.00	\$ 4,142.00	\$ 4,204.00	\$ 4,266.00	\$ 4,328.00
16	\$ 19.25	\$ 20.01	\$ 20.83	\$ 21.65	\$ 22.53	\$ 23.08	\$ 23.67	\$ 24.25	\$ 24.85	\$ 25.23	\$ 25.60	\$ 25.97
	\$ 1,668.00	\$ 1,734.50	\$ 1,805.00	\$ 1,876.50	\$ 1,952.50	\$ 2,000.50	\$ 2,051.00	\$ 2,102.00	\$ 2,154.00	\$ 2,186.50	\$ 2,218.50	\$ 2,251.00
	\$ 3,336.00	\$ 3,469.00	\$ 3,610.00	\$ 3,753.00	\$ 3,905.00	\$ 4,001.00	\$ 4,102.00	\$ 4,204.00	\$ 4,308.00	\$ 4,373.00	\$ 4,437.00	\$ 4,502.00
17	\$ 20.01	\$ 20.83	\$ 21.65	\$ 22.53	\$ 23.43	\$ 24.01	\$ 24.60	\$ 25.22	\$ 25.85	\$ 26.23	\$ 26.62	\$ 27.01
	\$ 1,734.50	\$ 1,805.00	\$ 1,876.50	\$ 1,952.50	\$ 2,030.50	\$ 2,080.50	\$ 2,132.00	\$ 2,185.50	\$ 2,240.00	\$ 2,273.50	\$ 2,307.00	\$ 2,341.00
	\$ 3,469.00	\$ 3,610.00	\$ 3,753.00	\$ 3,905.00	\$ 4,061.00	\$ 4,161.00	\$ 4,264.00	\$ 4,371.00	\$ 4,480.00	\$ 4,547.00	\$ 4,614.00	\$ 4,682.00
18	\$ 20.83	\$ 21.65	\$ 22.53	\$ 23.43	\$ 24.36	\$ 24.98	\$ 25.59	\$ 26.23	\$ 26.88	\$ 27.28	\$ 27.69	\$ 28.09
	\$ 1,805.00	\$ 1,876.50	\$ 1,952.50	\$ 2,030.50	\$ 2,111.50	\$ 2,164.50	\$ 2,217.50	\$ 2,273.00	\$ 2,329.50	\$ 2,364.50	\$ 2,399.50	\$ 2,434.50
	\$ 3,610.00	\$ 3,753.00	\$ 3,905.00	\$ 4,061.00	\$ 4,223.00	\$ 4,329.00	\$ 4,435.00	\$ 4,546.00	\$ 4,659.00	\$ 4,729.00	\$ 4,799.00	\$ 4,869.00



Grade/Step	1	2	3	4	5	6	7	8	9	L1	L2	L3
19	\$ 21.65	\$ 22.53	\$ 23.43	\$ 24.36	\$ 25.33	\$ 25.97	\$ 26.62	\$ 27.28	\$ 27.97	\$ 28.39	\$ 28.81	\$ 29.23
	\$ 1,876.50	\$ 1,952.50	\$ 2,030.50	\$ 2,111.50	\$ 2,195.50	\$ 2,251.00	\$ 2,307.00	\$ 2,364.50	\$ 2,424.00	\$ 2,460.50	\$ 2,496.50	\$ 2,533.00
	\$ 3,753.00	\$ 3,905.00	\$ 4,061.00	\$ 4,223.00	\$ 4,391.00	\$ 4,502.00	\$ 4,614.00	\$ 4,729.00	\$ 4,848.00	\$ 4,921.00	\$ 4,993.00	\$ 5,066.00
20	\$ 22.53	\$ 23.43	\$ 24.36	\$ 25.33	\$ 26.35	\$ 26.99	\$ 27.68	\$ 28.37	\$ 29.08	\$ 29.52	\$ 29.95	\$ 30.39
	\$ 1,952.50	\$ 2,030.50	\$ 2,111.50	\$ 2,195.50	\$ 2,283.50	\$ 2,339.50	\$ 2,399.00	\$ 2,458.50	\$ 2,520.00	\$ 2,558.00	\$ 2,595.50	\$ 2,633.50
	\$ 3,905.00	\$ 4,061.00	\$ 4,223.00	\$ 4,391.00	\$ 4,567.00	\$ 4,679.00	\$ 4,798.00	\$ 4,917.00	\$ 5,040.00	\$ 5,116.00	\$ 5,191.00	\$ 5,267.00
21	\$ 23.43	\$ 24.36	\$ 25.33	\$ 26.35	\$ 27.39	\$ 28.08	\$ 28.78	\$ 29.51	\$ 30.24	\$ 30.70	\$ 31.15	\$ 31.60
	\$ 2,030.50	\$ 2,111.50	\$ 2,195.50	\$ 2,283.50	\$ 2,374.00	\$ 2,433.50	\$ 2,494.50	\$ 2,557.50	\$ 2,621.00	\$ 2,660.50	\$ 2,699.50	\$ 2,739.00
	\$ 4,061.00	\$ 4,223.00	\$ 4,391.00	\$ 4,567.00	\$ 4,748.00	\$ 4,867.00	\$ 4,989.00	\$ 5,115.00	\$ 5,242.00	\$ 5,321.00	\$ 5,399.00	\$ 5,478.00
22	\$ 24.36	\$ 25.33	\$ 26.35	\$ 27.39	\$ 28.49	\$ 29.20	\$ 29.95	\$ 30.70	\$ 31.45	\$ 31.92	\$ 32.39	\$ 32.86
	\$ 2,111.50	\$ 2,195.50	\$ 2,283.50	\$ 2,374.00	\$ 2,469.50	\$ 2,531.00	\$ 2,595.50	\$ 2,660.50	\$ 2,725.50	\$ 2,766.50	\$ 2,807.50	\$ 2,848.00
	\$ 4,223.00	\$ 4,391.00	\$ 4,567.00	\$ 4,748.00	\$ 4,939.00	\$ 5,062.00	\$ 5,191.00	\$ 5,321.00	\$ 5,451.00	\$ 5,533.00	\$ 5,615.00	\$ 5,696.00
23	\$ 25.33	\$ 26.35	\$ 27.39	\$ 28.49	\$ 29.64	\$ 30.37	\$ 31.13	\$ 31.92	\$ 32.71	\$ 33.20	\$ 33.69	\$ 34.18
	\$ 2,195.50	\$ 2,283.50	\$ 2,374.00	\$ 2,469.50	\$ 2,568.50	\$ 2,632.00	\$ 2,697.50	\$ 2,766.00	\$ 2,834.50	\$ 2,877.00	\$ 2,919.50	\$ 2,962.00
	\$ 4,391.00	\$ 4,567.00	\$ 4,748.00	\$ 4,939.00	\$ 5,137.00	\$ 5,264.00	\$ 5,395.00	\$ 5,532.00	\$ 5,669.00	\$ 5,754.00	\$ 5,839.00	\$ 5,924.00
24	\$ 26.35	\$ 27.39	\$ 28.49	\$ 29.64	\$ 30.81	\$ 31.59	\$ 32.38	\$ 33.20	\$ 34.02	\$ 34.52	\$ 35.04	\$ 35.54
	\$ 2,283.50	\$ 2,374.00	\$ 2,469.50	\$ 2,568.50	\$ 2,670.50	\$ 2,738.00	\$ 2,806.00	\$ 2,877.00	\$ 2,948.00	\$ 2,992.00	\$ 3,036.50	\$ 3,080.50
	\$ 4,567.00	\$ 4,748.00	\$ 4,939.00	\$ 5,137.00	\$ 5,341.00	\$ 5,476.00	\$ 5,612.00	\$ 5,754.00	\$ 5,896.00	\$ 5,984.00	\$ 6,073.00	\$ 6,161.00
25	\$ 27.39	\$ 28.49	\$ 29.64	\$ 30.81	\$ 32.05	\$ 32.86	\$ 33.68	\$ 34.52	\$ 35.37	\$ 35.90	\$ 36.43	\$ 36.96
	\$ 2,374.00	\$ 2,469.50	\$ 2,568.50	\$ 2,670.50	\$ 2,777.50	\$ 2,847.50	\$ 2,918.50	\$ 2,991.50	\$ 3,065.50	\$ 3,111.50	\$ 3,157.50	\$ 3,203.50
	\$ 4,748.00	\$ 4,939.00	\$ 5,137.00	\$ 5,341.00	\$ 5,555.00	\$ 5,695.00	\$ 5,837.00	\$ 5,983.00	\$ 6,131.00	\$ 6,223.00	\$ 6,315.00	\$ 6,407.00
26	\$ 28.49	\$ 29.64	\$ 30.81	\$ 32.05	\$ 33.33	\$ 34.17	\$ 35.02	\$ 35.89	\$ 36.79	\$ 37.34	\$ 37.89	\$ 38.44
	\$ 2,469.50	\$ 2,568.50	\$ 2,670.50	\$ 2,777.50	\$ 2,888.50	\$ 2,961.50	\$ 3,035.00	\$ 3,110.50	\$ 3,188.00	\$ 3,236.00	\$ 3,283.50	\$ 3,331.50
	\$ 4,939.00	\$ 5,137.00	\$ 5,341.00	\$ 5,555.00	\$ 5,777.00	\$ 5,923.00	\$ 6,070.00	\$ 6,221.00	\$ 6,376.00	\$ 6,472.00	\$ 6,567.00	\$ 6,663.00
27	\$ 29.64	\$ 30.81	\$ 32.05	\$ 33.33	\$ 34.66	\$ 35.54	\$ 36.43	\$ 37.33	\$ 38.27	\$ 38.85	\$ 39.42	\$ 40.00
	\$ 2,568.50	\$ 2,670.50	\$ 2,777.50	\$ 2,888.50	\$ 3,004.00	\$ 3,080.00	\$ 3,157.00	\$ 3,235.00	\$ 3,317.00	\$ 3,367.00	\$ 3,416.50	\$ 3,466.50
	\$ 5,137.00	\$ 5,341.00	\$ 5,555.00	\$ 5,777.00	\$ 6,008.00	\$ 6,160.00	\$ 6,314.00	\$ 6,470.00	\$ 6,634.00	\$ 6,734.00	\$ 6,833.00	\$ 6,933.00
28	\$ 30.81	\$ 32.05	\$ 33.33	\$ 34.66	\$ 36.05	\$ 36.95	\$ 37.88	\$ 38.83	\$ 39.80	\$ 40.40	\$ 41.00	\$ 41.59
	\$ 2,670.50	\$ 2,777.50	\$ 2,888.50	\$ 3,004.00	\$ 3,124.00	\$ 3,202.50	\$ 3,282.50	\$ 3,365.00	\$ 3,449.50	\$ 3,501.00	\$ 3,553.00	\$ 3,604.50
	\$ 5,341.00	\$ 5,555.00	\$ 5,777.00	\$ 6,008.00	\$ 6,248.00	\$ 6,405.00	\$ 6,565.00	\$ 6,730.00	\$ 6,899.00	\$ 7,002.00	\$ 7,106.00	\$ 7,209.00

APPENDIX C



# Performance Evaluation Report

## Regular/Probationary Classified Employees

Employee's Name	Social Security Number (Last 4)
Classification	Anniversary Date of Hire:

**Type of Evaluation:**     Six Month (Probationary)     Eleventh Month (Probationary)     Annual     Unscheduled

A	B	C	D	E		
Exceeds	Meets Standards	Requires Improvement	Not Satisfactory	Does Not Apply	<b>Section I Factor Check List</b>  (Immediate Supervisor must check each factor in the appropriate column)	<b>Section 2--</b> Job strengths and superior performance
						<b>Section 3--</b> Job weaknesses and less than sufficient performances (Explain checks in column D if any)
					1--Observation of work hours	<b>Section 4--</b> Progress achieved in attaining previously set goals for improved work performance, for personal, or job qualifications
					2--Dependability	
					3--Compliance with rules	
					4--Safety practices	
					5--Public interaction	
					6--Student interaction	
					7--Employee interaction	
					8--Knowledge, Skill and Ability	
					9--Work judgements	
					10--Planning and organizing	
					11--Initiative	
					12--Quality of work	<b>Section 5--</b> Specific goals to be undertaken during next evaluation period
					13--Quantity of Work	
					14--Team Work	
					15--Meeting deadlines	
					16--Responsibility	
					17--Follows direction	
					18--Adaptability	
					19--Effectiveness under pressure	
					20--Professionalism	
					21--Neatness of work station	
					22--Use of Equipment	
					<b>Additional Factors (Related to job description)</b>	<b>Summary Evaluation</b> [Check (✓) overall performance] <input type="checkbox"/> Exceeds Standards <input type="checkbox"/> Meets Standards <input type="checkbox"/> Requires Improvement <input type="checkbox"/> Not Satisfactory <input type="checkbox"/> Not Observed
					23--	
					24--	
					25--	
					26--	
					27--	
					28--	
					29--	
<b>Supervisor's--</b> I certify that this report represents my best judgement. <input type="checkbox"/> I do <input type="checkbox"/> I do not recommend this employee be granted permanent status. (For final probationary reports only)						Supervisor's Signature _____ Date _____
Title _____						Title _____

<b>Reviewer</b> (If none, so indicate) Reviewer's Signature _____ Date _____  Title _____  HR Reviewer's Signature _____ Date _____  Title _____	<b>Employee:</b> I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement. I understand that it is recommended that I respond within ten (10) working days in writing to any material in this report and that my response will be attached to this report. (Please place comments on a separate sheet of paper and attach to this report.)  Employee's Signature _____ Date _____
---	---

**Appendix C-1**

**PROFESSIONAL DEVELOPMENT/IMPROVEMENT PLAN**

Employee Name: \_\_\_\_\_ Position: \_\_\_\_\_ Department: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

Plan Initiation Date: \_\_\_\_\_ Plan Completion Date: \_\_\_\_\_

- Professional Development – Used to enhance the professional knowledge, skills and abilities of an employee
- Improvement Plan – Used to provide necessary improvement of knowledge, skills and abilities of an employee

Professional Development/Improvement plan and any associated costs will be provided by the District 1. Date of Evaluation should be the date of the employees' last performance evaluation 2. Plan initiation date should be the date the employee/supervisor create the professional development plan 3. All review dates must be initialed by Employee and Supervisor				
Specific professional development/improvement	Indicator(s) of Accomplishment:	Target Date	Review Date	Supervisor Confirmed Completion

Employee's Comments  
 (Additional Comments may be attached)

\_\_\_\_\_  
 Employee's Signature                      Date

\_\_\_\_\_  
 Supervisor's Signature                      Date



**Appendix D**

**Formal Grievance Coversheet**

- The Formal Grievance Coversheet is to be used for all levels of the formal grievance process.
- All documentation will be attached to this coversheet and will be submitted to the Human Resource Office for the Grievant and Immediate Administrator.

Name of Grievant	Date of Alleged Occurrence
Name of Administrator	
Indicate the specific article(s), section(s) of the Agreement that has been violated	

*Please insert the appropriate dates and check off each stage as it is completed. At any point where the grievance is resolved please sign and date the final line.*

<p><b>Level 1 Grievance Process</b> (Between the grievant and the appropriate Vice President be filed within fifteen (15) days of the informal response)</p> <p><input type="checkbox"/> Date of informal grievance submission _____</p> <p><input type="checkbox"/> Timeline date for completion of the Level One grievance _____</p> <p><input type="checkbox"/> Resolution reached. Date _____</p>
<p><b>Level 2 Grievance Process</b> (Between the grievant and the Superintendent/President or designee be filed within fifteen (15) days of the Level One response)</p> <p><input type="checkbox"/> Date of Level Two grievance submission _____</p> <p><input type="checkbox"/> Timeline date for completion of the Level Two grievance _____</p> <p><input type="checkbox"/> Resolution reached. Date _____</p>
<p><b>Level 3 Grievance Process</b> (Mediation, Advisory Arbitration, or direct appeal to the Board of Trustees filed within fifteen (15) days of the Level Two response.)</p> <p><input type="checkbox"/> Date of Level Three grievance submission _____</p> <p><input type="checkbox"/> Timeline date for completion of the Level Three grievance _____</p> <p><input type="checkbox"/> Resolution reached. Date _____</p>
<p><input type="checkbox"/> Resolution Reached. Date _____</p>

Attach final resolution or arbitrator’s decision, if arbitration is the final level

Original to: Immediate Administrator

Copy to: Grievant, Association, and HR



## Grievance: Level 1

Grievant:	Representatives:
Division:	Department:
Immediate Supervisor:	Administrator:
Contract Article(s), section(s) and paragraph(s) alleged to be violated:	
Date of Occurrence:	
Nature of Grievance (Be Specific) What happened:	
Who was involved: (Give names and job titles)	
Where did it occur: (Specify location)	
Adverse Effect Upon Grievant:	
Results from Informal Conference:	
Date of Informal Conference:	
Resolution Sought by Grievant:	
Grievant's Signature	Date
Manager/Administrator's Response:	
Manager/Administrator's Signature	Date

Original to: Immediate Administrator

Copy to: Grievant, Association, and HR



## Grievance: Level 2

---

Grievant:

---

Division: \_\_\_\_\_ Department: \_\_\_\_\_

---

Superintendent/President/Designee:

---

**A COPY OF THE ORIGINAL GRIEVANCE AND THE DECISION GIVEN BY THE ADMINISTRATOR AT LEVEL 1 MUST BE ATTACHED TO THIS FORM.**

---

Reason for Appeal:

---

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

---

**SUPERINTENDENT/PRESIDENT/DESIGNEE'S RESPONSE**

---

Date Appeal Received:

---

Superintendent/President/Designee's Signature: \_\_\_\_\_ Date \_\_\_\_\_

---

Title:

---

Original to: Immediate Administrator

Copy to: Grievant, Association, and HR



## Grievance: Level 3

---

Grievant:

---

Division:

Department:

---

Superintendent/President/Designee:

---

**A COPY OF THE ORIGINAL GRIEVANCE AND THE DECISIONS FROM LEVEL 1 AND 2  
MUST BE ATTACHED TO THIS FORM.**

---

Specific Reason for This Appeal:

---

Election of Grievant to Proceed by (Check One)

- Mediation
- Advisory Arbitration
- Direct Appeal to the Board of Trustees

**Attach results of chosen method to this form.**

---

Grievant's Signature:

Date

Original to: Immediate Administrator

Copy to: Grievant, Association, and HR

## 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.