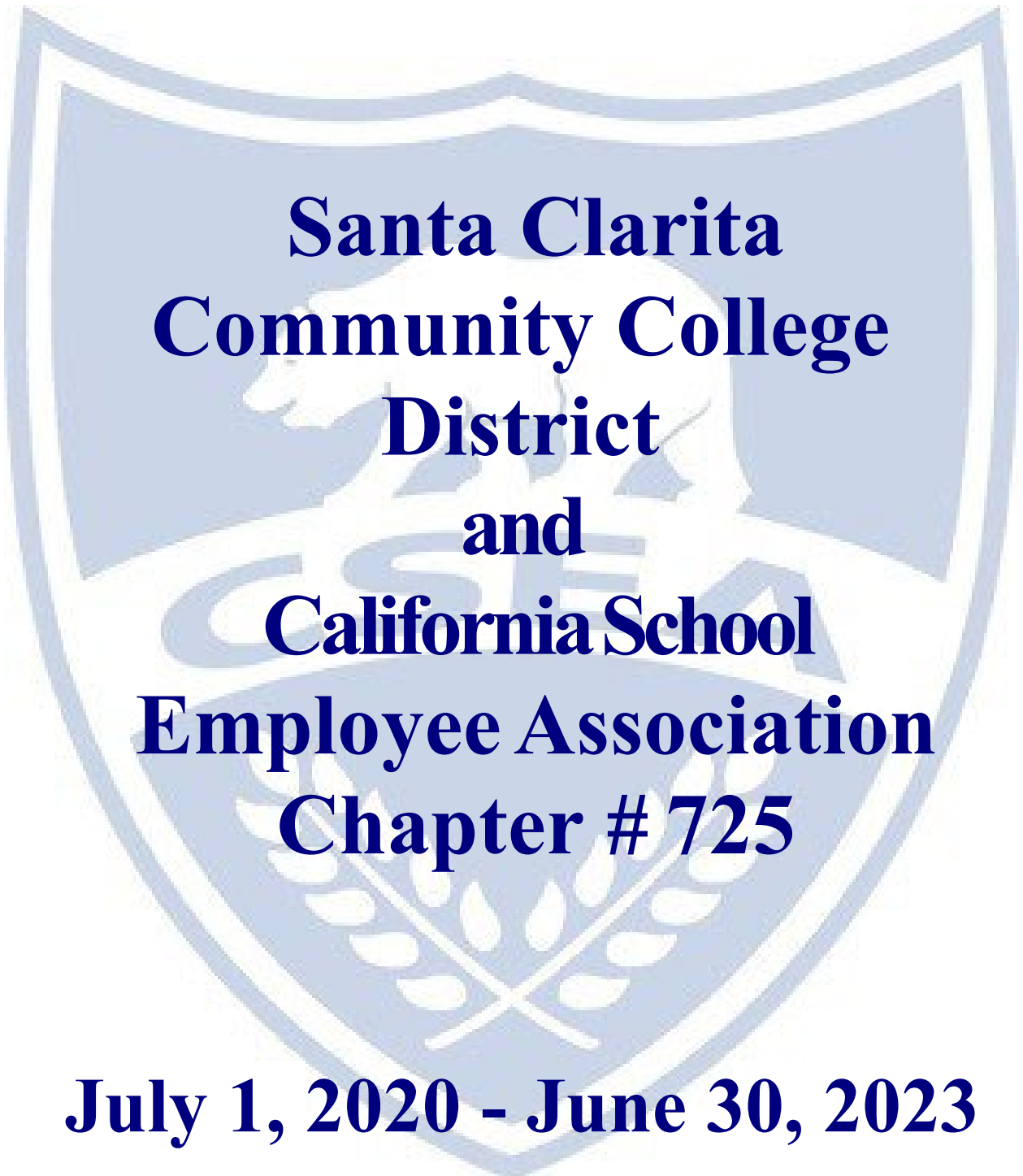


California School Employees Association



Santa Clarita Community College District and California School Employee Association Chapter # 725

July 1, 2020 - June 30, 2023

The contract is available to District Employees on the Intranet at: <https://intranet.canyons.edu/offices/csea>

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ARTICLE 1: EFFECTIVE DATE AND PARTIES TO AGREEMENT

- A. This agreement is made and entered into this first day of July 2020 between the Santa Clarita Community College District (hereinafter referred to as “District”) and the California School Employees Association, and its Santa Clarita CCD Chapter 725 (hereinafter referred to as “Association”).

ARTICLE 2: RECOGNITION

- A. The District recognizes the Association as the exclusive representative for regular classified unit members. The Association and District agree that relevant law and regulations with regard to definitions of classified service and representation shall apply. Moreover, it is agreed that both parties shall annually review the relevant sections of law and regulations for relevancy and accuracy (Government Code Section 3540.1 (e); Education Code Section 87001.5).
- B. For a list of represented classifications see Appendix B.
- C. The bargaining unit shall exclude all other employees including supervisory, confidential, and managerial.
- D. Terms
 1. Regular – as used in the phrase “regular classified employee,” or any similar phrase, refers to a classified employee who has probationary or permanent status (also referred to in this Agreement as “unit members”).
 2. A short-term (adult hourly) employee is any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.
 3. A substitute employee is any person employed to replace any regular classified employee temporarily absent from duty. Salary placement will be at step one of the range of the person being replaced. The District may fill a vacant position that is in the process of being filled for not more than sixty-six (66) working days with a substitute. If a former District employee is employed as a substitute, the substitute will return to his or her prior range and step for salary placement. For hard-to-fill positions, by mutual agreement of both parties, the District can be granted an additional twenty-two (22) working days to employ a substitute in that position.
 4. A confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions.
 5. A management employee is an employee who is in a position which has significant responsibilities for formulating District policies or administering District programs.
 6. A supervisory employee is an employee, regardless of job description, having authority which is not of a merely routine or clerical nature to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct employees or to adjust their grievances, or effectively recommend such action. This classification requires the use of independent judgment.

- E. The District shall not use short-term (adult hourly) or substitute employees for the purpose of reducing the number of current positions in the bargaining unit.
- F. Should the District create a new job classification or abolish one of the existing job classifications listed in Appendix B, it shall notify the Association in writing prior to such action.
- G. All new, proposed changes or modifications to classified job titles, job descriptions and salaries desired by the District will be provided to the Association to review and mutually agree upon the requested changes within five (5) business days. In the absence of previous arrangements and the Association has not provided feedback once the five (5) days have elapsed, the proposed changes will be deemed automatically accepted. In the event the Association finds the changes unacceptable, the District and Association agree to informally meet within ten (10) business days to further discuss the requested changes. In the event that both parties do not mutually agree, the Association reserves the right to demand to negotiate.
- H. If the District and the Association are unable to agree concerning representation, the matter may be resolved by recourse to the procedures of the Public Employment Relations Board. All supplements to this Article shall be agreed to in writing by representatives of the District and the Association.

ARTICLE 3: DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers, rights, authority, duties, and responsibilities to the full extent of the law. This includes, but is not limited to, those duties and powers and the exclusive right to determine its organization, determine the kinds and levels of services to be provided, and the methods and means of providing them, determine staffing patterns and determine the number and kinds of personnel required in accordance with State law.

- B. 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.

ARTICLE 4: UNIT MEMBER RIGHTS

- A. The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.
- B. The District recognizes the rights of unit members to take or refrain from taking a stand on political issues and to support or oppose any issue or candidate. Such activities, however, must be conducted on unit members' own time and off District premises. Unit members will make every effort to show that they are acting in good faith and are not representing the District.
- C. The District and the Association agree that all unit members are entitled to equal employment opportunity. The District and Association will not discriminate against any unit member on the basis of race, color, religion, national origin, ancestry, sex, age (over 40), medical condition (cancer), mental disability, physical disability (including HIV and AIDS), marital status, sexual orientation, or veteran status, in any of its policies, procedures or practices. Allegations of discrimination should be forwarded to the Chief Human Resources Officer (CHRO) in accordance with established District policies and procedures.
- D. The District and Association agree to maintain a work environment free from hostility, bullying (e.g. humiliation, intimidation, demeaning/insulting comments, name calling, spreading of rumors, and repeated shunning), threats, and/or verbal and non-verbal violence. Whether an environment is hostile or abusive depends on a totality of circumstances including, but not limited to, factors such as the frequency of the conduct, the severity of the conduct, the degree to which the conduct is physically threatening or humiliating, and the degree to which the conduct unreasonably interferes with an employee's work performance. Reporting of such incidents will be free from reprisal or retaliation.
- E. The District recognizes the Association as the exclusive representative for making classified unit member appointments to committees involved in the Collegial Consultation Process. It also encourages unit members to participate in the formation of policies affecting them through active involvement in these committees (Education Code 70901.2).
- F. Cameras
 - 1. Video recording may be used to promote a safe working environment on the campuses.
 - 2. Video recording may be used for disciplinary purposes.
 - 3. No video (moving or still) recording equipment will be used where there is a reasonable expectation of privacy, in accordance with applicable law. Areas that are expressly prohibited from video and/or audio recording include, but are not limited to, unit member's private or shared offices, bathrooms, locker rooms, mental health consultation rooms, and medical exam rooms.

4. The District reserves the right to use video recording equipment to monitor legitimate business concerns including but not limited to supplies, equipment, and cash handling areas.
5. No audio recording devices will be used, overt or covert, on campus, except with two-party consent.
6. An adequate number of signs must be posted to reasonably notify unit members that video recording may occur in public spaces, where appropriate. The CSEA President will receive a list of the number and location of video recording devices to be used on campus each year and the list will only be distributed to members of the CSEA Executive Board who will maintain the confidentiality of the information. This will be updated each year when additional devices are added.
7. If video recording is used for proposing disciplinary action against a unit member, and upon a request from the accused unit member, a CSEA representative and/or attorney may be present during the member's initial viewing of that recording. Only District management personnel will be allowed to review video recordings used for discipline against a unit member.
8. For all other matters related to camera use on campus, unit members will refer to any applicable Board Policy and Administrative Procedure. This clause shall not be interpreted to limit CSEA's right to negotiate any changes to the District's camera use or policy.
9. No exceptions to Article 4 Section F shall be allowed except by mutual agreement between the District and agents of the Association (local leadership and the assigned Labor Relations Representative). When allowed, exceptions shall be limited in place, time, and scope and prompted by a specific interest or circumstance. Exceptions must follow all applicable local, state, and federal laws.

ARTICLE 5: ORGANIZATION RIGHTS

- A. Neither the District nor the Association shall impose or threaten to impose reprisals on unit members, to discriminate or threaten to discriminate against unit members, or otherwise to interfere with, restrain, or coerce unit members because of their rights guaranteed by this agreement.
- B. Association representatives shall have the right of access to areas in which unit members work so long as the representatives identify themselves as Association representatives and check-in with the supervisor or designee prior to entering the work area of unit members. The Association will be considerate of critical workload times in the work area being visited.
- C. One-half of the bulletin boards including but not limited to, those identified below are designated for the use of employee organizations. Posting of notices thereon shall be the exclusive right of employee organizations. All other bulletin board space is for District purposes only and may not be used for employee organization materials. All items to be posted shall bear the date of posting and the name of the Association and shall be removed by the Association.
 - 1. Bulletin board in the mailroom/switchboard area on all campuses.
 - 2. Bulletin board in the Bonelli Hall Staff Lounge (BONH Building).
 - 3. Bulletin board on the southeast wall of M & O.
 - 4. Bulletin board in the Student Services kitchen area.
 - 5. Bulletin board in the Early Childhood Education Building.
- D. The Association's Executive Board with permission from the Association President shall be permitted the use of the District's network services including, but not limited to, the Internet, Intranet and electronic mail services for the dissemination of Association business. The use of District network services shall not include dissemination of information urging the support or defeat of any ballot measure or candidate in compliance with California Education Code Section 7054.
- E. It is understood that the District in no way restricts the right of the Association as far as its Association communications, communication distribution to the bargaining unit, and Association bargaining unit/chapter meetings.
- F. Association communications placed in mailboxes shall bear the date of the communication and the name of the Association.
- G. The Association shall pay for its own supplies.
- H. The Association shall be permitted the use of facilities and is subject to the same regulations governing other users as specified in the District policy on the use of facilities.
- I. The Association shall be provided materials that are available to the public. When materials are requested that are not readily available in the form requested, the Association shall pay for the staff time and supplies necessary to produce the materials, providing such materials are subject to the time limitations of staff and work priorities.

- J. The Association shall not be granted the use of the District postage machine.
- K. When District telephones are used for Association purposes, no long distance or other charges shall be billed to the District.
- L. Release time for Association representatives
 - 1. The parties understand that the Association reserves all rights under EERA Sec. 3543.1(c). Association representatives have a right to reasonable periods of release time for the purposes of meeting and negotiating with the District and for the processing of grievances and that such release time shall not count against the total release time under this Article. A reasonable number of representatives or an exclusive representative shall have the right to receive reasonable periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances (Government Code 3543.1(c)).
 - 2. The Association representatives shall have a total of twenty-four (24) hours per week of release time for the purpose of conducting official chapter business in accordance with the requirements of the Educational Employment Relations Act, including but not limited to:
 - a. Chapter Executive Board meetings.
 - b. Chapter's Special Executive Board/Committee meetings.
 - c. Chapter's Research and Negotiating Committee meetings as it relates to bargaining of wages, hours and working conditions.
 - d. Chapter's Health & Welfare Benefits Committee meeting as it relates to benefits.
 - e. Chapter's Standing and Ad-Hoc committees per chapter's Constitution & Bylaws.
 - f. Participation in Classified Senate responsibilities.

When possible unit members will need to discuss with their supervisor five (5) business days in advance when they will be out of the office and the approximate duration while attending meetings. The Chapter President will provide a list to the Vice President of Human Resources of elected and appointed committee members, on an annual basis, with an expectation of reasonable release time for each member to attend meetings.

- 3. In the case of annual conference attendance, the hours per week limit does not apply. One (1) week's release time shall be provided for each unit member attending the conference and shall not result in overtime. The names of the unit members designated by the Association to attend the annual conference shall be forwarded thirty (30) days in advance to the Vice President of Human Resources, who will then forward the information to the appropriate supervisors. The Association shall work to limit the number of attendees from a single department to minimize the impact on department operations.
- 4. Unit members shall have release time to attend Association chapter meetings, up to two hours each month, without fear of reprisal or hostility.
- 5. Grievance Processing
 - a. Not more than two (2) representatives designated by the Association shall have the right of release time, subject to the requirements stated above, without loss of pay,

for the purpose of processing grievances.

- b. Release time for unit members as provided in this Article shall not be used for concerted action or work stoppage of any nature.

6. Association Office Space

The District shall provide the Association a drop-in office space on the Valencia Campus to conduct Association business with 24-hour notice, to the District's lead negotiator. The District shall furnish the provided office space with one four drawer locking filing cabinet for the storage of Association material, one desk, and two chairs.

ARTICLE 6: ORGANIZATIONAL SECURITY

A. General Provisions

1. It is the mutual intention of the parties that the provisions of this Article protect the rights of individual unit members without restricting the Association's right to require every unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
2. Except as expressly exempted herein, all unit members who do not maintain membership in good standing in the Association are required, as a condition of continued employment, to pay service fees to District-approved organizations including the College of the Canyons Foundation in amounts that do not exceed the periodic dues of the Association for the duration of this agreement.
3. No unit member shall be obligated to pay dues or service fees to the Association until the first of the month following thirty (30) calendar days after the unit member first comes into the bargaining unit.
4. A unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to the Association as a condition of employment. However, such a unit member shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to District-approved organizations including the College of the Canyons Foundation.
 - a. When a unit member inquires about a religious exemption, the Association Chapter president or labor relations representative will direct the unit member to forward a written request to the Association legal department. Upon receiving the written request, the Association legal department will review it and determine if it contains sufficient information to verify that there is a reasonable basis for the unit member's claim of religious exemption.
 - b. If the request is insufficient, the Association legal department will contact the unit member for more information to verify the claim and will send to the unit a member a questionnaire which will provide supporting information for the unit member's claim.
 - c. If a request for religious exemption is granted, the Association legal department will inform the unit member in writing and will also inform the District. The District will send all deductions from the unit member's paycheck for service fees to the designated charity.
 - d. Any unit member claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to the Association, furnish the Association with copies of receipts from the charity selected, as proof that such payments have been made or shall authorize payroll deduction of such payments.
5. The District shall provide new unit members with a package of Association materials. The District is not responsible for the content of the Association materials. The Association shall provide the District with an adequate supply of Association materials.

B. Dues and Service Fee Deductions

1. The Association has the sole and exclusive right to have membership dues and service fees deducted by the District for unit members. The District shall deduct, in accordance with the Association dues and service fee schedule, dues, service fees or payments to a charity in lieu of service fees from the wages of all unit members and those who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked in writing by the unit members.
2. The District shall, without charge, pay to the Association within fifteen (15) days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of unit members who qualify for the religious exemption pursuant to the agreement.
3. Along with each monthly payment to the Association, the District shall, without charge, furnish the Association with a list of all unit members, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
4. Nothing contained herein shall prohibit a unit member from paying service fees directly to the Association.
5. The District shall immediately notify the Association chapter treasurer if any unit member revokes dues, service fee or payment in lieu of the service fee deduction authorization.
6. The District shall deduct and pay the Association service fees for each unit member who is not an Association member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless the Association notifies the District that the unit member is paying such fees directly to the Association. A payroll deduction authorization form shall not be required for such deductions.

C. Hold Harmless

The Association agrees that it shall defend, indemnify and hold harmless the District, its officers, employees and agents, against any and all claims, demands, actions or proceedings at law or in equity, for any liability arising from compliance with this Article or arising from the District's reliance on any list, notice, certification or authorization furnished under this Article. The Association, in addition, agrees that it shall refund to the District, any sums paid to it in error.

ARTICLE 7: NO STRIKE OR LOCKOUT

- A. The Association agrees that during the life of this agreement neither the Association, its agents nor its bargaining unit members will authorize, instigate, aid, or engage in any work stoppage, slowdown, sick-out, refusal to work or strike against the District.
- B. The District agrees that during the life of this agreement there will be no lockout.
- C. Disciplinary action taken against a permanent unit member for violation of this Article shall be subject to the provisions of Article 15, Discipline.

ARTICLE 8: HOURS OF WORK

A. Working Out of Classification

Unit members shall not be required to perform duties which are not in their job description except as provided below.

1. Unit members who are required to perform duties outside their job description (working out of classification) for any five (5) working days in any fifteen (15) calendar-day period shall have their salary adjusted upward.
 - a. The new salary range shall be of the classified/confidential position in which the unit member is working out of classification. The salary shall be the lowest classification step which provides an increase of at least 5% in salary.
 - b. Should the unit member be assigned management or supervisor duties, the new salary shall be an increase of at least 10%.
 - c. The salary shall be in effect for the entire period the unit member is required to work out of classification.
 - d. When working out of classification in a lower range, the unit member's current salary will be maintained for the entire work period.
2. Work performed in an approved professional development activity shall be exempt from working out-of-classification provisions.

B. Computing Hours Worked

For the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacations or other paid leave of absence shall be considered as time worked by said member (Education Code 88027).

C. Definition of Regular Workweek – Full-Time

The regulations [29 C.F.R. §778.105] define a workweek as follows: A unit member's workweek shall be a fixed and regularly recurring period of 168 hours – seven consecutive 24- hour periods.

Education Code §88030 – “The workweek shall consist of not more than five consecutive working days for any employee having an average workday of four hours or more during the workweek.”

Regular full-time unit members shall have a normal workweek of forty (40) hours, consisting of five (5) consecutive days of eight (8) hours per day. Alternate arrangements may be mutually agreed upon with the unit member's supervisor (see Alternate Work Schedule Section F below).

Day one (1) of the workweek is the first day of the regularly scheduled week, as established

by the District. For the purpose of overtime, day six (6) and day seven (7) are calculated sequentially from the first day, regardless of which day of the week it falls on. For example, if the workweek begins on a Monday, the following Saturday and Sunday will be days six (6) and seven (7). If the workweek begins on Wednesday, the following Monday and Tuesday will be days six (6) and seven (7).

1. Definition of Regular Workweek – Permanent Part-Time (PPT)

Permanent part-time unit members shall have an assignment of less than forty (40) hours per week and no more than eight (8) hours per day. If the schedule does change on a temporary basis, due to unforeseen circumstances, and results in additional hours worked over the established schedule that are not subject to overtime rules, the “Additional PPT” hours will be paid at a straight time rate. “Additional PPT” hours will not be converted to compensatory time at 1 ½ times the hours worked. Alternate arrangements may be mutually agreed upon with the unit member’s supervisor (see Alternate Work Schedule Section F below).

“A classified employee who works a minimum of 30 minutes per day in excess of his or her part-time assignment for a period of 20 consecutive working days or more shall have his or her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Education Code Section 88035.” (Article 21, Section B.4)

D. Overtime

1. Definition

Education Code 88027 “Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any calendar week.” “The foregoing provisions do not apply to classified positions for which a workday of fewer than seven hours and a workweek of fewer than 35 hours has been established...”

Overtime shall be calculated based on the actual hours worked during a workweek. Hours worked on the 6th and/or 7th day do not require the employee to have worked 5 consecutive days or more than 40 hours during the previous 5-day workweek. Average daily hours worked is calculated by dividing the sum of the hours worked during the first 5 days of the workweek by 5 (days).

- a. Authorization – overtime must be authorized by the unit member’s immediate supervisor prior to working said time. Repeated failure to receive prior permission may subject the unit member to discipline per Article 15.

- b. **Average Workday (Hours Worked) 4 Hours or More:** Education Code 88030
 “The workweek shall consist of not more than five consecutive working days for any employee having an average workday of four hours or more during the workweek. Such an employee shall be compensated for any work require to be performed on the sixth or seventh day following the commencement of the workweek at the rate equal to 1 ½ times the regular rate of pay on the 6th day (*and double time on the 7th day*) of the employee designated and authorized to perform the work.
- c. **Average Workday (Hours Worked) Less Than 4 Hours:** Education Code 88030
 “An employee having an average workday of less than four hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his or her workweek, be compensated for at a rate equal to 1 ½ times the regular rate of pay of the employee designated and authorized to perform the work.”

Example: PPT Employee – Works Less Than 4 Hours/Day on Average

Day	Example 1	Total	Example 2	Total
Wednesday	4 hours		8 hours	
Thursday	4 hours			
Friday	4 hours		8 hours	
Saturday	4 hours			
Sunday	3 hours	19hrs Straight Time	3 hours	19hrs Straight Time
Monday	4 hours	23hrs Straight Time		
Tuesday	4 hours	23hrs Straight time 4hrs Overtime	8 hours	19hrs Straight Time 8hrs Overtime

Example: PPT Employee – Works More Than 4 Hours/Day on Average

Day	Example 1	Total	Example 2	Total
Wednesday	6 hours		8 hours	
Thursday	6 hours		8 hours	
Friday	6 hours		8 hours	
Saturday	6 hours		6 hours	30hrs Straight Time
Sunday	6 hours	30hrs Straight Time		
Monday	6 hours	30hrs Straight Time 6hrs Overtime		
Tuesday	6 hours	30hrs Straight Time 6hrs Overtime 6hrs Double Time	8 hours	30hrs Straight Time 8hrs Double Time

2. Form of Compensation

The form of compensation for overtime shall be agreed upon between the supervisor and unit member prior to working overtime. In the absence of such agreement the unit member will receive paid compensation.

3. Compensation

- a. Paid Compensation - shall be at the rate of one and one-half times the regular rate of pay of the unit member or two times the regular rate of pay of the unit member on the seventh day. Paid compensation must be paid during the pay period immediately following the worked overtime.
- b. Time Compensation - shall be at the rate of one and one-half time worked in overtime status. The use of comp time (time compensation) must be scheduled in advance with the unit member's supervisor. A unit member may carry forward a maximum of sixty (60) hours of earned comp time per fiscal year. Exception to this rule may be granted by the District upon written request by the unit member to their supervisor by June 1st of the current fiscal year. Earned hours above that limit shall be paid for at the employee's then current rate on the last pay period of the current fiscal year.
- c. Reporting - the overtime pay period ends and must be reported by the first (1st) day of the month for the prior month.

4. Call-back Time

During the regularly assigned workweek, any unit member called back to work after completion of a regular work day shall be compensated for a minimum of two (2) hours of work at the overtime rate irrespective of the actual time worked.

5. Minimum Call-in Time

Unit members called in to work after completion of the regularly assigned workweek shall receive a minimum of four (4) hours overtime pay.

6. Multiple Call-backs

If multiple call backs occur within a 24-hour period, the unit member shall be compensated at the overtime rate for actual hours worked as defined above including roundtrip travel time. In addition, roundtrip mileage shall be reimbursed, at the District rate, from the unit member's residence.

7. Inconvenience Pay

Any unit member contacted via phone, email, text, and any other form of communication that requires any type of response to an outside agency or district administrator/supervisor for work related purposes while away from the premises or job site after the completion of his/her regular assignment shall be compensated. The unit member shall receive a minimum of thirty (30) minutes pay, or be paid for the time actually spent completing the "call" in excess of thirty (30) minutes at the rate in effect for that unit member at the time of the contact. Should the unit member be required to return to the work site, then standard call back hours per this Article shall apply.

8. On Call Status

Unit members who have been assigned this status past their regular shift by their

supervisor/district administrator will be compensated at the overtime rate for fifteen (15) minutes of each and every hour that they are required to be available during these off-shift hours. Should they be called back into work, standard call back rules per this Article shall apply.

9. Overtime Limits

A regular unit member shall neither work more than eight (8) hours overtime beyond his/her regular daily assignment per day nor more than twenty (20) hours overtime per workweek. In emergencies that require hours worked in excess of those stated above, the Association and the District will meet to negotiate those situations on a per event basis; the intent is to provide adequate employee well-being and reduction of liability to the District.

10. Assignment of Overtime

- a. If a District department requires the use of regularly scheduled overtime, they shall implement an overtime procedure for the distribution of overtime amongst the eligible regular classified employees within that department, it shall notify the Association of such procedure in writing prior to implementation. All overtime procedures must be in full compliance with Article 8, Hours of Work, Assignment of Overtime
- b. Effective immediately, an overtime procedure that modifies, adds to or detracts from the specific Assignment of Overtime language in Article 8 will be provided to the Association President to review and mutually agree upon the requested procedure within five (5) business days. In the absence of previous arrangements and the Association has not provided feedback once the five (5) days has elapsed, the proposed procedure will be deemed automatically accepted. In the event the Association finds the procedures unacceptable, the District and Association agree to informally meet within ten (10) business days to further discuss the requested procedures. In the event both parties do not mutually agree, the Association reserves the right to demand to negotiate the proposed procedures.
- c. If a department fails to adhere to the agreed upon overtime procedure, the unit member has a right to grieve under this article.
- d. The approved overtime procedures shall be posted and distributed to all unit members of the department.
- e. Overtime shall be assigned for a minimum of fifteen (15) minutes.
- f. For routine overtime (special events, weekend activities, etc.), overtime will be on a rotational basis for similarly classified unit members. When overtime is based on an emergency need (break-downs or system failures), overtime will be based on special qualifications. Unit members who refuse overtime will not be subject to reprisals.
- g. Patterns of abuse may be grounds for discipline. Discipline could include removal from the overtime rotation.

E. Dock Status

Unit members who have exhausted applicable leave balances and are not on an approved leave will be considered in dock status and not paid for work hours they are absent. Excessive use of dock time is subject to discipline as stated in Article 15.B.1.i.

F. Alternate Work Schedule

1. Only upon the mutually written agreement on the Classified Employee Alternate Work Schedule Agreement found in Appendix G1 and available in Human Resources, a unit member and the District may provide for a unit member to work more than eight (8) hours in a workday and/or forty (40) hours in a workweek without the unit member earning overtime compensation for those hours worked as part of an Alternate Work Schedule. A unit member may review this agreement with the Association before it is finalized. Should either party wish to terminate the agreement they shall do so by providing written notice ten (10) working days in advance.
 - a. 4-10 Plan: a ten (10) hours per day, four (4) days, forty (40) hours workweek may be established for a unit member, a workgroup, or classifications of unit members.
 - b. 9-80 Plan: a nine (9) hours per day, eighty (80) hours per two (2) weeks work schedule may be established for a unit member, a workgroup, or classifications of unit members. The 9/80 workweek shall consist of nine (9) workdays, eight (8) of which shall be nine (9) hour days and one (1) that shall be an eight (8) hour day.
 - c. 10-80 Plan: a nine (9) hours per day for eight (8) days, four (4) hours per day for two (2) days over a two (2) week period may be established for a unit member, a workgroup or classifications of unit members not to exceed forty (40) hours in a work week.
 - d. Customized Plan: The unit member and immediate supervisor may also agree to a customized Alternative Work Schedule outside of the 4-10, 9-80, and 10-80 plan options.
 - e. Sick leave, vacation and other leaves taken while on the modified/alternate workweek shall be charged and paid on an hour-for-hour basis.
 - f. If a unit member is approved to work time in excess of those indicated on the Alternative Work Schedule noted above, they shall be entitled to their overtime rate of pay for those additional hours, except for the instance when working additional hours to compensate for a holiday as defined in Article 22.I.3.
2. The District may provide for a unit member to work remotely upon mutual written agreement using the Classified Employee Remote Work Alternate Work Schedule Agreement found in Appendix G2, and available in Human Resources. A unit member may work remotely up to a maximum of 50 percent of the regular work assignment. A unit member may review this agreement with the Association before it is finalized. Should either party wish to terminate and/or modify the agreement they shall do so by provided written notice ten (10) working days in advance.

- a. Not all unit members shall be eligible for this temporary remote work alternate work schedule and the decision to consider and approve this option will be made by the Supervisor based on department needs and demand, and job responsibility.
- b. The Remote Work Alternate Schedule Agreement will not serve as a precedent for any other Remote Work Alternate Work Schedule Agreement, regardless of whether the request is from any other member in the same Union, same classification, or a Unit Member who may have worked remotely in the past.
- c. The decision to grant, deny, modify or terminate a Remote Work Alternate Work Schedule shall be determined by a Unit Member's immediate supervisor, in consultation with the Executive Cabinet member over the Unit Member's position. The member shall be notified in writing of the decision and rationale within five (5) working days.

G. Definition of Shifts

1. Morning Shift – when fifty percent (50%) or more of the time worked in a position falls between 4 a.m. and 9 a.m., the position will be designated as a morning shift position.
2. Day Shift – when over fifty percent (50%) of the time worked in a position falls between 8 a.m. and 5 p.m., the position will be designated as a day-shift position.
3. Swing Shift – when fifty percent (50%) or more of the time worked in a position falls between 2 p.m. and 11 p.m., the position shall be designated as a swing-shift position.
4. Graveyard Shift – when fifty percent (50%) or more of the time worked in a position falls between 10 p.m. and 7 a.m., the position shall be designated as a graveyard-shift position.
5. Weekend Shift – when fifty percent (50%) or more of the time worked in a position falls between Friday 10 p.m. and Monday 7 a.m., the position will be designated as a weekend shift position.

H. Meal Periods

1. Each unit member working five (5) or more consecutive hours shall be entitled to take an uninterrupted, unpaid meal period of not less than one-half hour. Meal periods may not be waived in order to shorten a workday or to substitute for time lost due to absence or tardiness.
2. Each unit member working more than ten (10) consecutive hours shall be entitled to take two (2) uninterrupted, unpaid meal periods of not less than one-half hour.
3. Each unit member working more than fifteen (15) consecutive hours shall be entitled to take three (3) uninterrupted, unpaid meal periods of not less than one-half hour.
4. When possible, the meal period shall be scheduled by the supervisor to coincide with normal meal times or at approximately the midpoint of the unit member's shift.

5. If, in the judgment of the supervisor unusual circumstances exist, unit members may be assigned work activities during their regularly scheduled meal period. In such cases, the supervisor shall designate an alternate uninterrupted meal period. The alternate period shall not be earlier than one hour prior to the start of, nor later than, one and one-half hours after the conclusion of the unit member's regularly scheduled meal period.
6. If the District requires a unit member to remain at the work site or campus during the meal period, the meal period must be paid at the appropriate rate of pay for that unit member.
7. Meal periods as described above shall be provided regardless of physical location of worksite.

I. Rest Periods

1. Each unit member shall take one, fifteen-minute rest period during every four (4) hours of work assignment. A rest period will be scheduled by the supervisor as nearly as possible at the midpoint of the four-hour work period.
2. With the supervisor's approval, rest periods may be combined with a lunch period to allow for a 1-hour lunch period maximum.
3. Rest periods may not be waived in order to shorten a workday, or to substitute for time lost due to absence or tardiness.

Rest periods are a part of the regular working day and shall be compensated at the regular rate of pay.

J. Campus Incidents/ Emergencies, and Emergency Closures

1. Definitions

- a. An emergency closure is declared when the campus is closed to the public and District operations are curtailed due to an unforeseen public health emergency, natural or manmade disaster. Certain administrators and essential personnel may still be required to work on campus, while other employee may be provided an Alternative Work Schedule, which may include working remotely.
- b. A limited emergency closure may be declared when one or more buildings are closed, and/or classes are cancelled, and the rest of the affected campus remains operational.
- c. An incident/emergency is defined as an unplanned event that requires the mobilization of the Incident Command Team.
- d. Essential Personnel are certain unit members, as identified by the Incident Command Team or the CEO, or a cabinet-level management designee, or as established in law, and may be requested to work on campus during an incident/emergency or emergency closure depending on the nature of the event. To the extent possible, essential personnel shall be pre-identified in the District's Emergency Plan. An example of

potential essential personnel, but not limited to these members, are those from Campus Safety and/or Facilities, that are required to assist in the cleanup, restoration and security of an incident and/or an event (refer to 2.d below for the general description of essential personnel).

2. Compensation During an Emergency Closure

- a. If the Chancellor, or his/her cabinet-level management designee, declares an emergency closure as defined in 1.A above, unit members released from work shall be paid their regular day's pay.
- b. Unit members who had called in sick and were using accrued sick leave, required to use accrued personal necessity leave, or taken a pre-approved vacation day on the day of an emergency closure shall not receive additional compensation for that day. Unit members who were not scheduled to work on the day of an emergency closure shall not receive compensation for that day.
- c. Compensation for essential personnel will be at the augmented rate of two (2) times (double time) their regular rate for regular shift hours worked during said emergency. This section is subject to overtime provisions as defined in this article.
- d. Essential personnel are defined by cabinet-level management and may vary depending on the nature of the emergency closure.

3. Work Assignments During a Limited Emergency Closure

Unit members may be reassigned by their administrative supervisor to alternative worksite or duties if they are unable to complete the normal tasks associated with their positions. Unit members may be reassigned by individuals in the Incident Command Structure (ICS) to emergency-related duties or worksites on a volunteer basis; if the unit member chooses not to accept the emergency reassignment from the ICS, they shall not be subject to retaliation and/or discipline.

4. Leave Provisions During a Limited Emergency

During a limited emergency closure unit members may utilize accrued leave (or dock time), without the normal prior permissions, if they choose to leave work due to a legitimate concern about the personal safety of themselves, their property or family. Such leave may be taken at the unit member's option after notifying their immediate supervisor.

K. Travel Between District Campuses

If a unit member is required (in the course of their regular work day and in doing their assigned duties) to travel in a non-District vehicle from one campus of the District to another, they shall receive the mileage reimbursement rate for that travel. The travel time between campuses shall be considered as part of their assigned work day exclusive of duty-free rest and meal periods.

ARTICLE 9: LAYOFF NOTIFICATION

A. Definitions

1. "Layoff" is defined as an involuntary separation from District service due to lack of work or lack of funds. A layoff includes any reduction in hours, work week, or work year of employment. This action would also apply to assignment to a job classification or salary grade lower than that in which the employee has permanence other than for disciplinary reasons.
2. "Seniority" is defined as length of service based on date of hire in a regular position. Overtime work or hours performed prior to entering probationary status as a classified employee shall not be included in computing seniority credit. No seniority shall be earned during board reported periods of unpaid separation from the service of the District except during military leave and unpaid industrial/illness leave. If two (2) or more employees have equal seniority as defined by hire date, the employee with the most hours in a paid status shall be considered most senior. If a tie still exists, seniority shall be determined by lot.
3. "Employee" is defined as a classified bargaining unit employee who has probationary or permanent status.
4. "Job Classification" is defined as one or more positions in the classified service that have the same designated title, minimum qualifications, and salary range.
5. "Qualified" shall mean the employee who meets the minimum qualifications as determined by the job description.
6. "FTE" is defined as Full Time Equivalent and refers to the percentage of a full time, forty (40) hour per week assignment, or equivalent Alternative Work Schedule. A 1.00 (100%) FTE is an employee whose regular assignment is the equivalent of forty (40) hours per week. A 0.50 (50%) FTE is an employee whose regular assignment is the equivalent of twenty (20) hours per week.
7. "Months" is defined as the number of calendar months per year the employee has been assigned.

B. Procedures

1. Notwithstanding any other section of the Agreement, the District shall notify the Association in writing of any impending layoff or involuntary reduction in hours of employees at least four (4) calendar weeks prior to official action by the Board of Trustees. Upon the written request of the Association, the parties shall meet to discuss the reasons for and alternatives to the layoff or the reduction in hours and/or negotiate the decision and the effects of the decision to layoff or reduce the hours, work week or work year of employees.
 - a. If there is a reduction in hours, including a reduction in the work year, of any positions in a classification, employees shall in order of seniority, be entitled to the maximum number of hours in available positions in his/her current classification.

2. In the event of a reduction in force in any classification hereafter, layoffs will be in reverse order of seniority with the least senior employee in the job classification that is being eliminated being laid off first.
3. Employees subject to a layoff shall be given written notice of the layoff not less than sixty (60) calendar days prior to the effective date of the layoff, and informed of their displacement rights (if any), and re-employment rights. The Association will receive copies of all layoff notices at the time the employee is notified.
4. A layoff notice shall contain:
 - a. A statement of the reason for layoff;
 - b. A statement of the reason the position has been eliminated;
 - c. A statement of the effective date of the layoff;
 - d. A statement of the employee's displacement rights.
 - e. A statement of the employee's re-employment rights;
 - f. An up-to-date seniority list of all classifications in which the employee has seniority;
 - g. A statement that the employee may be eligible for unemployment benefits; and
 - h. A statement regarding the employee's COBRA insurance eligibility if applicable.
5. The District will notify those employees eligible to exercise displacement rights of the position available to them based on criteria set forth in Section 3 below. After notification of displacement rights (if any), the employee must notify the Office of Human Resources of his/her intention to exercise displacement rights within ten (10) working days.

C. Displacement Rights (Bumping)

1. An employee laid off or reduced from his/her present classification may, in order to avoid layoff, bump into an equal or the next lowest classification in which the employee has actually served based on the employee's seniority. In order to bump another employee in an equal or lower classification, the employee must have the greater seniority than the person to be bumped. The employee with the least seniority in the classification in which an employee is bumping into shall be bumped first.
2. A unit member displaced by the operation of this layoff procedure shall have the same layoff rights and may exercise seniority displacement as though he/she was being laid off.
3. If a vacant position exists in a classification into which an employee is bumping, the employee shall have the option of moving into the vacant position.
4. Employees bumping a less senior unit member in the same classification as a result of a layoff or reduction shall not be required to serve a new probationary period.

D. Re-Employment Rights

1. Employees who have been laid off shall be placed on a re-employment list for thirty-nine (39) calendar months.

2. Employees, who, through operations of this Article receive fewer hours or assignment to a lower classification, shall be placed on the re-employment list for an additional twenty-four (24) months for a total of sixty-three (63) months.
3. Offers of re-employment shall be sent by certified mail to the last known address as recorded in the Office of Human Resources and shall be in the reverse order of the layoff as vacancies occur for which the laid off employee is qualified. When more than one employee was laid off on the same date, re-employment shall be based on seniority based on hire date, with the most senior employee being offered a vacant position first.
4. Individuals on a re-employment list shall have up to ten (10) working days from the postmarked date of notice to accept or decline the position being offered. It is the responsibility of the employee to keep the Office of Human Resources informed of how and where the employee may be contacted.
5. Failure to reply within ten (10) working days will be considered a refusal. When an employee has declined two (2) offers of re-employment in the same classification from which laid off, the employee shall have relinquished all re-employment rights.
6. If the employee in a layoff status accepts the position being offered, the employee shall have up to ten (10) working days from the postmarked date of the notice to report for work. This does not preclude an employee from returning to work in fewer than ten (10) working days. Should the employee fail to report to work within ten (10) working days, all re-employment rights are relinquished.
7. Employees re-employed pursuant to the Article shall not serve a new probationary period if returning to a classification in which they were formerly permanent.
8. Failure to respond within the time specified, or failure to return to work on the designated date shall cause the employee's name to be permanently removed from the re-employment list. An employee who elects separation in lieu of displacement or who voluntarily accepts reassignment to a vacant position in another classification without exercising displacement rights shall maintain his/her re-employment rights under this Article.
9. Employees in layoff status shall have the right to apply for promotional positions within the District.
10. The Association shall be provided a copy of all re-employment lists for bargaining unit positions. These lists shall be updated for each and every layoff.

E. Salary Placement

An employee accepting a position in a lower classification in lieu of layoff shall be placed on a step in the salary range of the lower classification which is nearest to, but not higher than, the annual salary he/she would have earned in the former classification. The following provisions shall also be followed:

1. In any case, the salary shall not exceed the maximum step of the new classification.

2. The employee will retain his/her anniversary date for subsequent salary advancement.
3. Salary increments based upon longevity shall continue to be paid in the new classification.

F. Assignment to a Vacant Position

An employee who is qualified may be assigned by the District to a vacant position. The following conditions shall prevail:

1. The District shall determine which positions are vacant;
2. The District shall determine if the employee is qualified for the vacant position;
3. An employee assigned to a vacant position shall have the same rights as an employee exercising his/her displacement rights.

G. Seniority List

1. The District shall provide an up-to-date seniority list at the time any layoff or reduction notice is given.

H. Reclassification

1. In the event two (2) or more employees are reclassified at the same time from a lower classification into the same higher classification, without their previous seniority being transferred with the new classification, the employees for the purpose of layoffs and bumping only are ranked in seniority according to their seniority ranking held in the previous or lower classification. This procedure shall not preclude employees from exercising their displacement rights into any previously permanently held classifications or invalidate their seniority herein.
2. If an employee has re-employment rights to a classification in which they were formerly permanent and which has had the title or duties changed, the District and Association shall meet to discuss and agree upon options for that employee.

I. Miscellaneous Provisions

1. The District agrees that it will attempt to minimize increased workload on existing employees by adjusting their current assignments to accommodate newly assigned work as a result of these layoffs and reductions.
2. No work formerly performed by affected employees shall be transferred out of the bargaining unit or performed by any outside company/agency or volunteer.
3. Based on the uniqueness of every layoff and/or reduction of hours, the Association shall retain the right to negotiate the effects of any layoff and/or reduction of hours for topics that are not considered by this Article.

ARTICLE 10: COMMITTEES

A. Classified Staffing Committee

The Classified Staffing Committee reviews requests for new classified positions and makes recommendations to the CEO. The Committee shall include representatives from confidential classified, represented classified, faculty, and administration as well as the Vice President, Human Resources who serves as the committee chair. At least 50% of the members of the staffing Committee will be from the Association.

B. Safety Committee

The Safety Committee ensures the safety and welfare of the staff, faculty, and students. Meetings are held as needed with the Committee making recommendations to the CEO. Four members of the Committee will be from the Association depending on availability.

C. Health and Welfare Benefits Committee

The Health and Welfare Benefits Committee will review all health and welfare benefits and shall report their findings and recommendations to the District and the Association. The Association will have appropriate representation on the committee.

D. Classified Development Committee

The Classified Development Committee organizes the annual Classified Development Day as well as other workshops and activities throughout the year for the classified staff.

E. Appointments of classified staff to District committees, at the request of the Committee Chairs/Co-Chairs, shall be made only by the Association Executive Board and communicated to the Committee Chair by the Association President or their designee.

F. See Article 5, Organizational Rights, for Association committees.

G. The non-procedural elements of this Article are not subject to Article 16, Grievance Procedure.

ARTICLE 11: PERSONNEL FILES

- A. All unit member official personnel files shall be maintained by the District and reside in the Human Resources Department. No disciplinary action is to be taken against a unit member based on materials that are not a part of the unit member's official personnel file, except in those situations which in the judgment of the District require immediate action. If immediate action is taken, documentation will be placed in the unit member's file as soon as feasible, with copies provided both to the unit member and Association.
- B. Unit members have the right to address, in writing, any derogatory materials which are to become part of the personnel file. When derogatory material is submitted to the Human Resources Office for placement in the unit member's personnel file, the unit member will receive notification from the Human Resources Office stating that the material will be held for ten (10) working days in order to allow the unit member time to prepare and submit a response to the material. If the response is submitted within the ten (10) working day period, both sets of material will be placed in the personnel file at the same time; if the material is submitted at a later time, it will be appended to the derogatory material at that time. If the derogatory material in question is a performance evaluation, the response submitted by the unit member may be shared with the supervisor who completed the evaluation upon permission from the unit member.
- C. Unit members may request documents in their personnel file to be sealed. The District has the discretion to select the documents to be sealed. The Chancellor has the discretion to unseal documents.
- D. Unit members shall have the opportunity to review their personnel files during working hours, scheduling with the concurrence of the supervisor and the Human Resources Office. An Association representative may have access to a unit member's personnel file with written authorization from the unit member.
- E. If a unit member requests a transfer to a lateral position, the new supervisor may review the unit member's most recent performance evaluation and the unit member's response if applicable.
- F. All personnel files and their contents are confidential. The District shall maintain a log of any person who examines materials contained in a unit member's personnel file. This log shall be maintained in each unit member's personnel file.

ARTICLE 12: PROBATIONARY/PERMANENT STATUS

- A. All new unit members are probationary for a period of six months. Time spent on leave of absence without pay will not apply toward completion of the probationary period.
- B. The date for salary step advancement shall be one of the following:
 - 1. If the unit member is hired between the 1st and 15th of the month, the date shall be the first of the month hired (*for example, if a unit member is hired on May 5th, the date is May 1*).
 - 2. If the unit member is hired between the 16th and 31st of the month, the date shall be first of the following month (*for example, if a unit member is hired on May 16th, the date is June 1*).
 - 3. The District shall use the unit member's actual date of hire for all other purposes, including but not limited to, leave accrual, longevity and layoff.
- C. A probationary unit member may be demoted, suspended or dismissed at any time during the probationary period and such action is not grievable and shall not entitle the unit member to a hearing before the Board of Trustees.

ARTICLE 13: EVALUATIONS

A. Probationary Unit Members

1. A written evaluation shall be made by the unit member's direct supervisor during the third and sixth months of probationary service. Additional evaluations may occur as often as necessary.
2. Recommendations for improvement, retention and granting permanent status shall be included on the evaluation form.

B. Permanent Unit Members

1. Evaluations shall not be used as a form of disciplinary action. For the purpose of improving job performance, unit members will be evaluated by their direct supervisor at least once annually prior to their evaluation date. In instances where a unit member has two supervisors listed in their job description, both supervisors will have input into the content of the evaluation, but only one supervisor meets with the employee.
2. The unit member's supervisor will discuss the evaluation with the member. This meeting shall be conducted with an expectation of privacy. Both the member and supervisor will sign the evaluation form. A copy of the evaluation form will be given to the member. The signature of the member on the evaluation does not signify the member's agreement with the evaluation.
3. The evaluation date shall be one of the following:
 - a. If the unit member is hired between the 1st and 15th of the month, the date shall be the first of the month hired (*for example, if a unit member is hired on May 5th, the date is May 1st*).
 - b. If the unit member is hired between the 16th and the 31st of the month, the date shall be the first of the following month (*for example, if a unit member is hired on May 16th, the date is June 1st*).
4. Evaluations shall be made from documented knowledge and/or observations by the unit member's supervisor.
 - a. See Appendix C for the approved evaluation form.
5. Self-evaluations are optional. Self-evaluations are to be completed prior to the evaluation meeting with the supervisor and retained by the unit member until the evaluation meeting. Self-evaluations will not be the basis of the official unit member's evaluation prepared by the supervisor in Appendix C. Failure to complete the self-evaluation will not lead to reprisals.
6. Negative information included in the evaluation should have been previously discussed with the unit member as issues arose during the evaluation period, with a plan for improvement put in place and improvement noted.

7. Any evaluation that indicates a less than satisfactory performance shall include recommendations for improvement provided by the supervisor.
8. Unit members may attach a written response to the evaluation in accordance with Article 11, Personnel Files.
9. A grievance, as outlined in Article 16, Grievance Procedure, may be filed by a unit member based on an alleged procedural violation of this article including the following: missed time limits, absence of recommendations for improvement, or failure to give a copy of the evaluation to the unit member.

ARTICLE 14: POSITIONS, VACANCIES, TRANSFERS, PROMOTIONS, DEMOTIONS

A. Position Classification

Position classification involves the identification and classification of a hierarchy of positions designed to reflect the differences in the duties, responsibilities, and minimum qualifications of positions in an orderly and equitable manner.

B. General Definitions

1. Position/job – a group of duties legally assigned to be performed by a single unit member.
2. Duties and responsibilities – the work assigned to a position and the matters for which the unit member is held accountable.
3. Position/job description – a statement of the specific duties, responsibilities, and minimum qualifications that make up a position. Upon initial employment and upon each change in classification thereafter, each unit member shall be furnished a copy of his/her job description and personnel form(s) which include information on salary, assignment and department.
4. Classification – a group of positions with similar duties. There may be a number of positions in a classification because a classification is made up of positions with duties that are similar in level and kind. Duties should be sufficiently similar so that the same title may be applied, the same test can be used, and persons with the same minimum qualifications can do the work assigned to all positions in the classification. An example of a job classification would be Student Services Specialist.
5. Class series – a group of classes (two or more) similar in duties but different in level. Examples: Student Services Specialist I, II, and III or Assistant Programmer, Programmer, Programmer/Analyst, Senior Programmer/Analyst.
6. Occupational group/job family – a number of class series related by broad similarity of work. Examples: Clerical/Secretarial, Service/Maintenance.

C. Vacancies

1. Definition: a vacancy is a position that is open to internal and/or external applicants by virtue of a resignation, termination, reorganization, or the establishment of a new position.
2. Notice of all job vacancies shall be posted via email and on bulletin boards in prominent locations and distributed to all departments.
3. When a vacancy occurs, the posting will first be made available to current unit members for five (5) working days before advertising to the public. The internal posting is to allow current unit members time to request a lateral transfer during the five (5) working day period. If the Human Resources Office provides notification of a vacancy by noon of that day, it will be considered the first working day for notification purposes.

D. Transfers

Definition: a transfer is a move from a unit member's present position to a new position.

1. Lateral Transfers (voluntary)

- a. Definition: a lateral transfer is a move from a unit member's present position to a position in the same salary range. For example, a lateral transfer may mean a move to another position in the same classification (e.g. Student Services Specialist in A/R to Student Services Specialist in Student Development) or a position in a different classification in the same occupational group/job family, provided the unit member meets the minimum qualifications for the new position (e.g. Student Services Specialist II to Human Resources Specialist II).
- b. Unit members interested in transferring to a vacant position within their current position's assigned salary range, or lower range, and meet the minimum qualifications must do the following:
 - 1) For a specific vacancy, submit a written request within the five (5) working days internal vacancy posting period.
 - 2) For placement on a transfer list for future vacancy consideration unit members may, at any time, submit to the Human Resources Office a written request. Such requests shall include the classification requested and any special considerations such as particular working hours. The Human Resources Office will periodically notify unit members on the transfer list of vacancies in the bargaining unit.
- c. The Human Resources Office will refer to the hiring authority the names of all interested unit members requesting a transfer, who meet the established qualifications for the vacancy, for consideration. Unit members meeting the minimum qualifications will automatically be granted an interview with the final interview committee. Once the interview occurs, the hiring supervisor can decide to:
 - 1) fill the vacancy with a unit member requesting the transfer; or
 - 2) not select the unit members(s) and open the vacancy to the public; or
 - 3) open the vacancy to the public, complete the final interview process and consider unit member(s) along with other finalists (unit member will not receive another interview).
 - 4) Candidates will be notified of their status following the interview.
- d. The final selection is at the sole discretion of the hiring supervisor. Probationary employees of the District are not eligible to be considered for voluntary transfers.
- e. A unit member who applies for and receives a lateral transfer will not be required to serve a probationary period in the new position. The unit member shall not have return rights to their former position. The unit member's evaluation date shall be changed to reflect the hire date of the new position. The salary step advancement date,

for purposes of step increases, shall not change.

- f. Denial of a transfer request is not grievable under Article 16, Grievance Procedure, of this agreement.

2. District-Initiated (Involuntary) Transfers

- a. Definition: A District-initiated transfer is an involuntary transfer initiated by the supervisor or the District. In the absence of disciplinary action, a District-initiated transfer does not involve a change in class; however, it may involve a change in the work site (e.g., Valencia Campus, Canyon Country Campus, etc.).
- b. The District may change the work site of unit members within the same job classification, under the same supervisor. The affected unit member shall be given two weeks' notice and a conference will be held with the appropriate supervisor(s) and the unit member to discuss the reasons for the transfer.
- c. A District-initiated transfer, as defined above, does not involve a change in class. The unit member's evaluation date and salary step advancement date shall not change as a result of this type of transfer.

3. Temporary Medical Transfers

- a. A unit member whose physician certifies that the unit member has become medically unable to satisfactorily perform regular duties may request an alternate work assignment. Such requests will result in an interactive accommodation meeting with the unit member, their supervisor, and Human Resources. An alternate assignment may include one or more of the following:
 - 1) Job restructuring: Re-allocating or re-distributing nonessential, marginal job functions.
 - 2) Part-time or modified work schedule: Flexible or adjusted work schedules. The salary of a unit member who works a part-time schedule shall be pro-rated.
 - 3) Reassignment to a lateral position should be considered when accommodation within a unit member's current position would pose an undue hardship to the District. Such a transfer, in the absence of disciplinary action, shall be voluntary.
 - 4) Equipment: Acquisition or modification of equipment, furniture, or devices that would not impose an undue financial hardship on the District.
 - 5) Other reasonable accommodations that do not place the District at financial hardship and still allow the unit member to perform his or her job.

E. Promotions

1. The District recognizes the importance of professional and career development. Unit members are encouraged to apply for higher-level positions which are vacant. All

- vacancies are filled by an open, competitive selection process. Unit members will, however, be given consideration for such vacancies. Unit members who meet the minimum requirements as outlined in the job announcement will automatically be granted an initial (first-level) interview. Unit members will be notified of the disposition of their status following the interview process. Unit members must file a new, complete District application by the deadline in the job announcement. The District will screen the applications to verify that unit members meet the minimum qualifications. Final determination remains with the hiring supervisor and the District.
2. A unit member who is promoted to a higher classification within the bargaining unit as a result of an open competitive process will be placed at the step of the appropriate range that will give the unit member at least a five percent (5%) increase in salary as possible. When the unit member's salary step advancement date and the effective date of the promotion coincide, the salary step advancement increment shall be applied before the promotion computation is made.
 3. A unit member who is promoted shall serve a probationary period of six months in the higher classification. A unit member who applies for and receives a promotion to a higher position shall have return rights to the former position if the six-month probationary review is not satisfactory. This may result in the bumping, displacement, or layoff of the unit member with less seniority.
 4. The unit member's evaluation date shall be changed to reflect the hire date of the new position. The salary step advancement date, for purposes of step increases, shall not change.

F. Reassignment

1. Voluntary Reassignment

- a. A unit member may request a reassignment from his/her current classification to a lower classification. The reassignment will only be approved if there is a vacant position in a lower classification.
- b. A unit member who accepts a voluntary reassignment will not be required to serve a probationary period in the new position. The unit member shall not have return rights to his/her former position. The unit member's evaluation date shall be changed to reflect the hire date of the new position. The salary step advancement date, for purposes of step increases, shall not change.
- c. A unit member who receives a voluntary reassignment will be placed at the step of the appropriate range that will give the unit member a salary that is as close to being within five percent (5%) of his/her current salary as possible; this may result in a larger salary decrease (if no cell in the new classification pay rate is within 5%), but not an increase. When the unit member's salary step advancement date and the effective date of the reassignment coincide, the salary step advancement increment shall be applied before the reassignment computation is made.

2. Involuntary Reassignment (Demotion to Another Class, Non-Disciplinary)

- a. The District may initiate a reassignment of a unit member from his/her current classification to a lower classification due to a change in District operations, including but not limited to, reorganization or the termination of grant funding. The involuntary reassignment will only be approved if there is a vacant position in a lateral or lower classification where the unit member meets the minimum qualifications. Changes due to District operations are subject to meeting and conferring with the Association.
- b. The unit member shall have return rights to his/her former position should their previous position be reinstated. The unit member's evaluation date shall be changed to reflect the hire date of the new position. The salary step advancement date, for purposes of step increases, when applicable, shall not change.
- c. Unit members receiving an involuntary reassignment shall receive a Y-rating in terms of their salary. Y-rating is defined as freezing the unit member's salary in place until the salary schedule of his/her new lower classification catches up to his/her current salary. Y-rating applies to step increases as well as any negotiated salary increase that is applied to the entire salary schedule.

ARTICLE 15: DISCIPLINE

A. Disciplinary Action

1. Probationary employees may be dismissed without cause at the recommendation of the Chancellor to the Board of Trustees.
2. The District may discipline a permanent classified employee for just cause. Progressive discipline shall be applied to assist the employee and give him/her the opportunity to improve and correct negative, unacceptable work habits or violation of rules.
3. Counseling sessions, verbal warnings, and negative performance evaluations and written reprimands may serve as pre-disciplinary action.
4. Forms of disciplinary action are subject to due process and may include, but are not limited to, the following: dismissal; suspension (without pay); demotion (which may include a reduction in pay); reassignment; and removal from the overtime rotation.
5. In the case of gross misconduct, steps in the progressive discipline process may be eliminated. Except in those situations where gross misconduct is found, a permanent employee whose work or conduct is of such character as to incur discipline, the following steps shall be followed in order:
 - a. Removal from overtime rotation (only applies to departments where a scheduled overtime rotation exists).
 - b. Suspension without pay – A unit member may be suspended for up to thirty (30) working days, without pay, for disciplinary purposes.
 - c. Reassignment or demotion if applicable:
 - i. Reassignment: A unit member may be reassigned for disciplinary purposes after being afforded due process. Reassignment may include a change in supervisor, duties, shift, work location, and/or similar job classification. Reassignment for the purposes of this Article is not a demotion or change in pay range (with the exception of supplementary pay associated with specific work shifts).
 - ii. Demotion: In the event of a demotion, the unit member shall maintain his or her status as a permanent employee. The unit member's evaluation date shall be changed to reflect the hire date of the new position. The salary step advancement date, for purposes of step increases, shall not change.
 - iii. A unit member who is demoted will be placed at the step of the appropriate range that will give the unit member a salary that is as close to being within five (5) percent of their current salary as possible; this may result in a salary decrease but not an increase. When the unit member's salary step advancement date and the effective date of the demotion coincide, the salary step advancement increment shall be applied before the demotion computation is made.

- d. Dismissal – A permanent member of the classified service may be discharged for just cause at any time. Formal written notice of discharge may be made after considered action during a period of suspension.
6. The unit member has the right to representation in any disciplinary meeting that could reasonably result in disciplinary action and any meeting to challenge the disciplinary action. Disciplinary action refers specifically to dismissal, suspension, demotion, reassignment or removal from overtime rotation.

B. Causes

1. After affording the employee due process, the District may suspend, demote, reassign, or dismiss a permanent unit member for just cause including, but not limited to, the following:
 - a. Fraud in securing employment.
 - b. Incompetence, i.e., inability to comply with the minimum standard of a unit member's position for a significant period of time.
 - c. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of a unit member within his or her position.
 - d. Willful disobedience and insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position or insulting or demeaning the authority of a supervisor or manager. Exceptions to this are orders and/or directions that are illegal or would endanger the safety of the employee.
 - e. Dishonesty involving employment including, but not limited to, altering or falsifying information supplied on application forms, employment records, or other District records.
 - f. Unauthorized release of personal information concerning any student or employee.
 - g. Being under the influence of alcohol or illegal drugs or narcotics while on duty, being impaired by alcohol or illegal drugs in your biological system while on duty which could impact your ability to do your job.
 - h. Conviction of any narcotics offense as defined in Education Code 87011 or Health and Safety Code 11361.
 - i. Excessive absenteeism; e.g. repeated absence without notification, repeated unexcused absence or tardiness, abandonment of position, incarceration adversely affecting job performance, failure to keep the District informed of the date of expected return to duty.
 - j. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.

- k. The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any unit member. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. The Office of Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline, or the determination if such conviction is an offense involving moral turpitude. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere made to a felony charge or any offense involving moral turpitude, is deemed to be a conviction within the meaning of this Section.
- l. Conviction of any sex offense as defined in the Education Code 87010 or Penal Code 261.5.
- m. Discourteous, offensive, or abusive conduct or language toward another employee, a student or a member of the public.
- n. Improper or unauthorized use of District property including, but not limited to, misuse or misappropriation of property or funds.
- o. Refusal to subscribe to any oath or affirmation which is required by law in connection with District employment unless the refusal is permitted under the law, State Constitution or Federal Constitution.
- p. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the unit member's department or division.
- q. Carelessness or negligence in the care and handling of District property.
- r. Violation of the rules and regulations published in any department, unless those rules and/or regulations contradict provisions of this Agreement.
- s. Loss or non-renewal of licenses, permits, or other documents required by the nature of the position and listed in the employee's job description due to the negligence and/or failure of the unit member to maintain the license, permit or other required documentation.
- t. Receipt by the District from the District's insurance carrier of a request 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 if driving is a requirement of the employee's position as noted in their job description.
- u. Mental or physical impairment which renders the unit member unable to perform the essential functions of the job without reasonable accommodation or without presenting a direct threat to the health and safety of self or others.
- v. Refusal to take a physical examination when requested to do so in writing by the District. Physical examinations must be paid for by the District and done during the

employee's normal work hours. Drug testing shall only be permitted when there is a reasonable suspicion of intoxication.

- w. Acceptance from any outside source of a reward, gift, or other form of remuneration in addition to regular compensation to a unit member for the performance of his or her official duties.
- x. The refusal of any unit member to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause of inquiry in which the District is involved unless the refusal is permitted under the law, State Constitution or Federal Constitution. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such officer or unit member.
- y. Willful violation of the Education Code, Title 5 of the California Administrative Code or any of the provisions of the ordinances, resolutions or any rules, regulations or policies which may be prescribed by the District.
- z. Disruptive campaigning or political activity on District property. Exceptions to this are non-disruptive political activities while on an employee's rest or lunch break. Employees are allowed to wear campaign buttons during work hours as long as they are in a non-instructional classroom setting and bumper stickers on employee vehicles while parked on campus.
 - aa. Repeated working of overtime without authorization.
 - bb. Possession of dangerous weapons or firearms on District property or, in the case of campus police officers, violations of firearms guidelines.
 - cc. Knowingly being a member of an organization which, during the time of his/her membership, advocates the overthrow of the government of the United States or of any state by force or violence.

C. Procedure for Disciplinary Action

1. The District may, for disciplinary purposes, suspend, demote, reassign, or dismiss any unit member holding a position in the classified service. Demotion may include reduction in pay from a step within the class to one or more lower steps.
2. For unit members suspended, demoted, reassigned, or dismissed, the District shall follow a pre-disciplinary action procedure as follows:
 - a. Notice of Proposed Disciplinary Action: Whenever the District intends to suspend a unit member, demote the unit member, reassign a unit member, or dismiss the unit member, the unit member shall be given a written notice of the proposed discipline, signed by the Chancellor or his/her designee, which sets forth the following:
 - 1) The disciplinary action intended;
 - 2) The specific charges upon which the proposed action is based;
 - 3) A factual summary of the grounds upon which the charges are based;

- 4) A copy of all written materials, reports, and documents upon which the proposed discipline is based;
 - 5) Notice of the unit member's right to respond to the charges either orally or in writing to the appropriate manager (Skelly Rights);
 - 6) The date, time and person before whom the unit member may respond, in no more than seven (7) working days from the time the Notice is postmarked;
 - 7) Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
- b. Response by Unit Member (Skelly Meeting): The unit member shall have the right to respond to a neutral and impartial District appointed manager orally or in writing within seven (7) working days from the time the Notice is postmarked. At the Skelly meeting set to hear the unit member's response, the unit member shall have a right to be represented. In cases of suspensions, demotions, reassignment, or dismissal, the unit member's response will be considered before final action is taken.
3. Non-exercising of Skelly Rights: If the unit member elects to waive their right to a Skelly meeting or fails to respond within the timeframe listed in the Notice of Proposed Disciplinary Action, the District will impose discipline as listed in the Proposed Notice.
 4. Skelly Recommendation: After the Skelly meeting, the appointed manager (Skelly Officer) shall:
 - a. Accept the Notice of Proposed Disciplinary Action, or
 - b. Modify the intended disciplinary action, or
 - c. Recommend that no disciplinary action be taken against the unit member. The appropriate authority (Skelly Officer) shall report his/her decision to the Office of Human Resources in writing with a copy of that recommendation being provided to both the employee and the Association.
 5. After considering the recommendation of the Skelly Officer and reviewing associated materials, the Chancellor shall send a written notice of the disciplinary decision to the unit member and their representative. This written notice will constitute the District's Final Notice of Disciplinary Action.
 6. Final Notice of Disciplinary Action
 - a. The Final Notice of Disciplinary Action shall include the following:
 - 1) The disciplinary action taken by the Board's designee;
 - 2) The effective date of the disciplinary action;
 - 3) Specific charges upon which the action is based;
 - 4) A factual summary of the facts upon which the charges are based;
 - 5) The unit member's right to appeal. (Notice of Defense - See Appendix F)

D. Appeal of Disciplinary Action and Request for Hearing

1. If a unit member, having been issued the Final Notice of Disciplinary Action, wants to appeal the action, he or she shall, within seven (7) working days from the date it was postmarked, appeal to the Board of Trustees by filing a written answer to the charges and a request for hearing with Human Resources, on the form provided for that purpose. (Notice of Defense – Appendix F)
2. Hearing
 - a. Time for Hearing: The Board of Trustees shall, within forty-five (45) calendar days from the filing of the appeal, commence the hearing process. The Board shall secure the services of an experienced Hearing Officer (Arbitrator) through the California State Mediation and Conciliation Service's (CSMCS) automated Panel of Arbitrators Selection System (PASS). PASS will generate a random list of arbitrators based on criteria indicated in the parties' request. If the request does not specify the number of arbitrator names, a list of seven will be issued. The Hearing Officer (Arbitrator) shall be selected for both the District and Association by each party alternately striking one name from the list. The order of striking shall be determined by lot. If the unit member elects not to be represented by CSEA, the District will work directly with the unit member in securing the services of the Hearing Officer (Arbitrator). Each party shall alternately strike a name until only one name remains. The remaining name shall be that of the Hearing Officer (Arbitrator). If this individual will not be available for the hearing within a reasonable time not to exceed forty-five (45) calendar days, the parties shall secure another list and repeat the selection unless they mutually agree to waive this time provision. The Board of Trustees may accept, modify or reject the discipline. The decision of the Board shall be final.
 - b. Any unit member, having filed an appeal with the Board and having been notified of the time and place of the hearing, who fails to make an appearance at the hearing, may be deemed to have abandoned his or her appeal. In this event, the Board may dismiss the appeal.
3. Conduct of the Hearing
 - a. Record of Proceedings and Costs: All disciplinary appeal hearings may, at the discretion of either party or the Board of Trustees, be recorded by a court reporter. Any hearing which does not utilize a court reporter shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. Copies of any transcription or recording shall be provided to the employee or their representative free of charge at their request.
 - b. The Hearing
 - 1) The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.
 - 2) Any relevant evidence may be admitted if it is the type 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 rules which might make improper the admission of such evidence over objection in civil actions.

- 3) Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
- 4) The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- 5) Irrelevant and unduly repetitious evidence may be excluded.
- 6) The Hearing Officer (Arbitrator) shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the Hearing Officer (Arbitrator) shall not be invalidated by any informality in the proceedings.
- 7) During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon the motion of either party. Witnesses shall not be able to speak about their testimony or the hearing with any other witnesses after their testimony.
- 8) The hearing shall be conducted in the English language. The proponent of any testimony to be offered by a witness who does not speak English proficiently shall provide an interpreter. The cost of the interpreter shall be paid by the side calling the witness who uses the interpreter.
- 9) Burden of Proof: In a disciplinary appeal the District has the burden of proof by preponderance of the evidence.
- 10) Proceed with Hearing or Request for Continuance: Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated.
- 11) Testimony under Oath: All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:

“Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?”

- 12) Presentation of the Case: The hearing shall proceed in the following order unless the Hearing Officer (Arbitrator), for special reason, directs otherwise:
 - a) The party imposing discipline (District) shall be permitted to make an opening statement.
 - b) The appealing party (the unit member or his/her representative) shall be permitted to make an opening statement.
 - c) The District shall produce its evidence.

- d) The party appealing from such disciplinary action (the unit member or his/her representative) may then offer their evidence.
 - e) The District, followed by the appealing party (the unit member or his/her representative) may offer rebutting evidence.
 - f) Closing arguments shall be permitted at the discretion of the Hearing Officer (Arbitrator). The party with the burden of proof shall have the right to go first and to close the hearing by making the last argument. The Hearing Officer (Arbitrator) may place a time limit on closing arguments. The Hearing Officer (Arbitrator) or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Hearing Officer (Arbitrator) will determine whether to allow the parties to submit written briefs and determine the number of pages of briefs.
- c. Procedure for the Parties: The District's representative and the unit member's representative will address their remarks, including objections, to the Hearing Officer (Arbitrator). Objections may be ruled upon summarily or argument may be permitted. The Hearing Officer (Arbitrator) reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representative shall continue with the presentation of his/her case.
- d. Right to Control Proceedings: While the parties are generally free to present their case in the order that they prefer, the Hearing Officer (Arbitrator) reserves the right to control the proceedings including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses.
- e. Hearing Demeanor and Behavior: All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or members of the Hearing Officer (Arbitrator).
- f. Deliberation upon the Case: The Hearing Officer (Arbitrator) should consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching their proposed decision. The Hearing Officer (Arbitrator) may deliberate at the close of the hearing or at a later fixed date and time. When the Board has received a proposed decision from a Hearing Officer (Arbitrator), the proposed decision, the record of the hearing, and all documentary evidence shall be available for review by the Board when it deliberates in its next closed session.
- g. Written Findings, Conclusion and Decision: The Board of Trustees may choose to either deliberate the case in public or adjourn to closed session to deliberate. The Board shall render its findings, conclusions and decision as soon after the receipt of the proposed decision as possible. The Board, upon receiving the proposed decision from a Hearing Officer (Arbitrator), may adopt the proposed decision, modify the proposed decision or render a new decision. If the Board recommends reinstatement of the terminated unit member, the unit member is only entitled to back pay minus the sum the unit member has earned during the period of absence. A copy of the decision by the Board of Trustees shall be delivered to the employee and his/her designated

representative personally or by registered mail, postage prepaid and delivered to the employee's last known address.

- h. Decision of the Board to be Final: The decision of the Board of Trustees in all cases shall be final.

E. Emergency Suspension

1. Pending investigation by the District of accusations against a unit member involving insubordination, misappropriation of public funds or property, furnishing drugs to students of the District, committing any sex offense as defined in Education Code 87010 or Penal Code 261.5 on District grounds or adjacent thereto, or during a District field trip or outing, assault or battery upon another person while on the job or while on District premises or adjacent thereto or while on a District field trip or outing, committing any act of immorality, or any act which would constitute a felony or a misdemeanor involving moral turpitude, or any act which presents a risk to person or property, the District Chancellor or his/her designee may, without complying with the Procedure for Disciplinary Action and Appeal, suspend the unit member. During this suspension, the unit member will remain in paid status. The suspension may be terminated by the District by giving a twenty-four (24) hour written notice to the unit member.
2. An emergency suspension does not preclude the imposition of due process as established by this Article.

F. Record Filed

When final action is taken, the documents shall be placed in the unit member's personnel file in a sealed envelope only to be opened by authorized staff from the Office of Human Resources.

G. Judicial Review

Judicial review may be had by filing a petition for writ of mandate in accordance with the provisions of the Code of Civil Procedure. Any such petition shall be filed within thirty (30) days after the effective date of the decision.

ARTICLE 16: GRIEVANCE PROCEDURE

A. Terms and Conditions

1. Grievant: a grievant is a unit member or group of unit members in the bargaining unit. The Association itself may also be a grievant.
2. Grievance: a grievance is a claim that there has been a violation, misapplication or misinterpretation of this agreement by the District. A grievance may be filed by a unit member, a group of unit members, or the Association.
3. Working Day: a working day is defined as a day on which the central administrative offices of the District are open for business.
4. Exclusions: matters excluded from the grievance procedure shall be the following:
 - a. Written charges recommending suspension, demotion or dismissal.
 - b. The contents of performance evaluations.
 - c. Performance evaluations the unit member deems unjust or unfair.
 - d. The non-procedural elements of Article 10, Committees.
 - e. Complaints about the subject matter of a Board rule, policy, or administrative procedure (as differentiated from the administration or administrative interpretation of such rule, policy, or procedure). Unit members with such complaints should direct any suggestion for change to the appropriate office of the District.
 - f. Denial of a transfer request is not grievable.

B. General Provisions

1. These procedures have been developed to give unit members, the Association and the District the opportunity to resolve contractual issues at the lowest level possible of the grievance process. Interested parties have the responsibility of following the procedure as outlined. Clarification may be obtained from the District grievance officer if the party filing the grievance is uncertain about which level to start the grievance process. Any level of the informal procedure may be omitted by mutual agreement of the parties concerned.
2. A decision rendered at any level of the grievance procedure becomes final unless appealed within the time limits specified in this agreement or any extension mutually agreed upon. Any grievance not advanced to the next level within the time limits established for that level shall bar the grievant from any further right to pursue that grievance and the grievances shall be deemed resolved with the decision last made by the District (including "Level One – Informal"). If the District fails to respond to the grievance within the prescribed time limits, the grievant may proceed to the next level. Until final disposition of the grievance, the grievant is required to conform to the directions of his or her immediate supervisor.

3. Representation: At any level in the grievance procedure, grievant(s) may represent themselves or designate a representative of their choice. When the services of a representative are utilized by the grievant, such fact shall be stipulated in writing and any agreement entered into by the representative shall become binding. In situations where the Association has not been requested to represent the unit member, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response.
4. In order to encourage a professional and amicable disposition of unit member grievances, it is agreed that from the time a grievance is filed until it is processed through Level Five, or decided to the mutual satisfaction of the grievant and the District, neither party shall make public either the details of the grievance or evidence regarding the grievance. All meetings and hearings under this procedure shall be closed to all persons other than the parties in interest, their representatives, and witnesses as necessary. The grievant must be present through Level Two of the grievance procedure. All parties shall make every effort to schedule grievance meetings at mutually convenient times.
5. To ensure that all timelines are followed, a copy of all grievances, at all levels will be filed with the Office of Human Resources.

C. Procedures

1. Level One – Informal
 - a. Efforts shall be made to resolve problems as promptly as possible and at the first level of supervision through the informal procedure.
 - b. Informal grievances shall be submitted to the immediate supervisor using the CSEA Contract Grievance Filing Form, Level One, by the unit member, group of unit members, or representative of either within fifteen (15) working days of the act or condition from which the grievance originates or within fifteen (15) working days from the time the grievant should reasonably have known of the occurrence giving rise to the grievance.
 - c. Supervisors shall treat all grievances in a confidential manner, insofar as possible, exercising dignity and respect and reviewing the facts of the grievance with thoroughness and objectivity.
 - d. Informal discussion between a unit member, a group of unit members or their designated representative and the immediate supervisor shall take place in an attempt to resolve the problem when it arises, but no later than ten (10) working days after submission of the grievance.
 - e. Within ten (10) working days after the informal discussion, the supervisor will complete the CSEA Contract Grievance Filing Form, Level One, and make proper distribution.
 - f. Alleged violations not presented at Level One may not be introduced at any other

level, and no evidence or testimony given shall be the cause for expanding the grievance.

- g. Grievances brought by the Association on behalf of an individual or group of individuals shall initially be filed at Level One. However, grievances for which no unit member or supervisor is named, which are filed to challenge the District's application or interpretation of the contract in general, shall be filed at Level Three.

2. Level Two – Formal

- a. If the problem has not been resolved at the immediate supervisory level, the unit member shall use the CSEA Contract Grievance Filing Form, Level Two, and submit it to the next higher supervisory level having authority to take corrective action.
- b. The request for review at Level Two of the grievance shall be initiated no later than ten (10) working days following the Step I decision.
- c. The supervisor at Level Two of the grievance shall review all aspects of the case with the parties concerned and render a decision within ten (10) working days from the date of submission of the grievance. After reaching a decision, the supervisor will complete the CSEA Contract Grievance Filing Form, Level Two and make proper distribution.

3. Level Three – Formal

- a. If the unit member is dissatisfied with the decision at Level Two, the unit member and the Association may submit the CSEA Contract Grievance Filing Form, Level Three, and all documentation to the District Grievance Officer within ten (10) working days.
- b. Once a grievant passes beyond Level Two, the grievance belongs to the Association, not to the grievant; that is to say, the Association must agree that the grievance be submitted to Level Three.
- c. The District grievance officer or designated representative shall hold a conference with all interested parties within ten (10) working days of receipt of the CSEA Contract Grievance Filing Form, Level Three. The District grievance officer will render a decision within ten (10) working days of the conference.

4. Level Four – Formal

- a. If the grievant is not satisfied with the recommendations of the District Grievance Officer, within ten (10) working days of the receipt of the Level Three response, the grievant shall complete and submit the CSEA Contract Grievance Filing Form, Level Four, consisting of a written request for mediation of the grievance, to the Board of Trustees through the Board's designee, the Chancellor. The Chancellor shall, within ten (10) workdays after receipt of the written request, contact the California State Mediation Conciliation Service (CSMCS), either by phone or in writing, and request the immediate services of a mediator. CSMCS will assign a mediator and will contact the parties to schedule dates. As an alternative, the parties may mutually agree to request the services of a particular mediator, and may contact that person directly.

- b. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.
- c. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement of the resolution to that effect and thus waive the right of either party to further appeal of the grievance.
- d. While the mediator shall not have the authority to impose a settlement upon the parties, the mediator shall be responsible for the following:
 - 1) The mediator shall accept written and/or verbal evidence from the parties regarding their respective positions.
 - 2) In the event the grievance is not resolved by the parties at this level, the mediator shall, within ten (10) workdays, submit a written recommendation to resolve the dispute, based upon an informal record created during the mediation session. A copy of this recommendation for resolution must be submitted to Human Resources, the Chancellor, the Association, and the grievant within the above referenced ten (10) workdays.

5. Level Five – Formal

- a. If the grievant is not satisfied with the disposition at Level Four or if no written decision has been made within ten (10) workdays following the Level Four meeting, the grievant may, within ten (10) additional workdays, request in writing to the Association that the grievance be submitted to advisory arbitration.
- b. In the event the Association chooses to take the grievance to advisory arbitration, the Association and the Chancellor, or his or her designee, shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request through the California State Mediation and Conciliation Service’s automated Panel of Arbitrators Selection System (PASS) to generate a random list of arbitrators based on criteria indicated in the parties’ request. If the request does not specify the number of arbitrator names, a list of seven will be issued. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by lot. The remaining name shall be that of the arbitrator. If the arbitrator will not be available for the hearing within a reasonable time not to exceed sixty (60) days, the parties shall secure another list and repeat the selection unless they mutually agree to waive this time provision.

D. Arbitration Procedure

- 1. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as alleged by the grievant. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him or her by the respective parties in the presence of each other and upon arguments presented in briefs. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make a decision on any other issue not so submitted.

2. The hearing shall be recorded on tape. Tape recordings shall be provided to each party, the cost of which shall be divided equally. Either party may, at its own expense, cause the hearing to be recorded by a certified court reporter, and the other party may, at its own expense, receive a certified copy of the record so created, or the parties may bear the expense equally.
3. The arbitrator may hear and determine only one grievance at a time, unless the District and the Association expressly agree otherwise.
4. The arbitrator's decision shall be in writing and shall set forth all findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator in no case shall make any recommendation inconsistent with District duties, responsibilities, or obligations, as such are prescribed in state or federal law.
5. The decision of the arbitrator will be submitted to the Board of Trustees, the Chancellor, the Association and the grievant.
6. The decision of the arbitrator within the limits prescribed shall be in the form of a recommendation to the Board of Trustees. If the grievant files a request to the Board to undertake review of the advisory decision within ten (10) workdays of its issuance, the Board shall then undertake review of the entire hearing record and briefs. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another.
7. In any case, the Board shall render a decision on the matter within thirty (30) workdays after receiving the arbitrator's recommended decision. Such decision shall be final and binding on all parties. If the Board does not render a decision within the time specified, it shall be deemed to have adopted the decision reached at Level Three.

E. Right of Association Members to Representation

1. The grievant shall be entitled upon request to representation by the Association at all grievance meetings beginning at Level One. In situations where the Association has not been requested to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter.
2. Written settlements entered into by the grievant or his or her designated representatives and the District shall, subject to the terms of Section E (1) herein, be binding when signed by the grievant and the District.

ARTICLE 17: SAFETY

- A. The District shall attempt to provide unit members with safe working conditions. The District will comply with the provisions of the California State Occupational Safety & Health Act regulations and other state and federal regulations.
- B. Should a unit member discover a condition that is unsafe or that may endanger health, the unit member shall report such unsafe condition or health concern to his/her immediate supervisor who will take such action necessary to correct and restore safe and/or healthful working conditions. Should the correction be beyond the authority or control of the immediate supervisor, a report shall be filed with the appropriate administrative authority by the supervisor in a timely manner. It shall be that administrative authority's responsibility to correct and restore safe and/or healthful working conditions in a reasonable amount of time.
- C. Unit members shall observe safety precautions in the performance of their assigned duties and shall observe departmental policies and procedures developed to ensure safe working conditions that are in compliance with the provisions provided for in this article. No unit member shall be subject to reprisals for reporting any unsafe or unhealthful working condition.
- D. The Association will be represented on the Safety Committee as stated in Article 10. The committee shall meet at least every six (6) calendar months to review safety issues and concerns including necessary and required safety training for unit members.
- E. The District shall determine and provide all required safety equipment and materials necessary for unit members to complete their assigned duties in a safe manner.
- F. The District is being guided by Education Code 71095 and modifications required by January 1, 2009, as far as compliance and implementation for campus and employee safety.
- G. Supervision – To the extent possible when unit members are on duty, the District shall provide proper on-campus supervision and security.

ARTICLE 18: PROFESSIONAL GROWTH

A. Educational Incentive

The District will provide the following incentive for one accredited degree of each type (i.e. one Associates, one Bachelor's, one Master's, and one Doctorate degree) per unit member above and beyond their current accredited degree status. All coursework must be completed with a grade C or better. Coursework reimbursed by the District in Section G of this Article is not eligible to be used towards the educational incentive.

1. For those unit members pursuing a degree, an educational incentive will be paid for pre-approved program course units which were completed successfully. One-time lump sum payments will be paid accordingly:

15 semester units (22.5 quarter units)	=	\$2,000
30 semester units (45 quarter units)	=	\$2,000
45 semester units (67.5 quarter units)	=	\$2,000
60 semester units (90 quarter units)	=	\$2,000
75 semester units (112.5 quarter units)	=	\$2,000

B. Prior Approval

Course units started after July 1, 2011 effective date and after employment with the District count towards the incentive. All courses must be pre-approved by the unit member's supervisor and appropriate administrators prior to the start of each course. For programs that begin after July 1, 2011, approval must be received from the District (Chancellor or designee, Vice President, Human Resources) prior to the start of the program. Unit members who are already enrolled in programs as of July 1, 2014 will need to submit their programs for approval if not previously approved.

1. See Appendix J1 for the approved *Educational Incentive Program Advanced Program Approval* form.
2. See Appendix J2 for the approved *Educational Incentive Program Advanced Course Approval* form.
3. See Appendix J3 for the approved *Educational Incentive Payment Submission* form.

C. Master's Degree

All unit members who possess or subsequently earn a Master's Degree will be placed on the Classified Represented Salary Schedule B from Range 101 to 170. Those unit members with a Master's Degree who also qualify for a shift differential per Article 19 will be placed on the Classified Represented Salary Schedule B from Range 301 to 370.

D. Doctorate Degree

Effective July 1, 2014, all Classified unit members who possess or subsequently earn a Doctorate Degree, Ph.D., or Ed.D. will be placed on the Classified Represented Salary Schedule B from Range 401 to 470. Those unit members with a Doctorate Degree who also qualify for a shift differential per Article 19 will be placed on the Classified Represented Salary Schedule B from Range 501 to 570.

- E. Unit members may attend a maximum of one course per semester during their regularly scheduled work hours when judged by the District to be of mutual benefit to the unit member and the District. There will be no educational incentive awarded for courses taken during paid work time.
- F. Upon the mutual agreement of a unit member and the immediate supervisor, a unit member's work schedule may be modified so the unit member can attend the pre-approved course. The provisions of this section shall be interpreted as encouragement for unit members to obtain additional education.

G. Tuition Free District Classes

1. The District will reimburse unit members the cost of tuition and mandatory fees, only for an annual maximum of nine (9) units of District credit courses. Reimbursement will not be provided for units used towards Education Incentive listed in Section A of this Article. Reimbursement is subject to the unit member passing the course (C or better or credit) and submitting the Classified Tuition Reimbursement form, found in Appendix K, within sixty (60) days of the end of the course.
2. The District will reimburse retirees who retired on or after July 1, 2018 the cost of tuition and mandatory fees, only for an annual maximum of nine (9) units of District credit courses. Reimbursement is subject to the unit member passing the course (C or better or credit) and submitting the Classified Tuition Reimbursement form, found in Appendix K, within sixty (60) days of the end of the course.

ARTICLE 19: WAGES

A. Total Compensation Model

1. It is the desire of the District and the Association to ensure that classified salaries remain competitive within the community college system. To this end, the District will periodically review classified salaries and make adjustments in salaries when appropriate and when resources are available.
2. The following will be included in the total compensation definition, formula and calculation of full-time and permanent part-time salaries and other compensation: (All calculations are based on either the current year's adopted budget or last year's actual budget: whichever is greater).
 - a. Full time and permanent part-time (FT/PPT) salaries
 - b. Step increases
 - c. Reclassifications
 - d. Overtime and supplementary service compensation
 - e. Paid out compensatory time
 - f. Permanent part-time additional hours
 - g. Cashed out vacation
 - h. Educational incentives
3. Negotiated Health and Welfare Contribution consisting of:
 - a. Negotiated Health and Welfare Contribution for full-time and permanent part-time employees eligible for full benefits. (Calculated by multiplying the number eligible employees by the Average Per-Person Negotiated Health & Welfare Contribution, i.e., "Hard Cap".)
 - b. Negotiated Health & Welfare contribution for permanent part-time employees with employee only benefits (Actual Cost).
4. For fiscal year 2020-2021 unit members will receive a 0% total compensation salary schedule increase.
5. For fiscal year 2020-2021 through the time of execution of the MOU, unit members will be eligible for a one-time payment per the terms of the "Fall 2021 COVID -19 Compensation MOU".
6. For fiscal year 2021-2022 unit members will receive a 5.26% total compensation increase effective July 1, 2021. The exact method of distribution of this 5.26% total compensation is to be determined by the CSEA unit membership.

B. Salary Schedules (Appendix A)

Ranges 1-70: Unit members who possess any level of education up to and including a Bachelor's degree but are not eligible to receive a shift differential.

Ranges 101-170: Unit members who possess a Master's degree but are not eligible to receive a shift differential.

Ranges 201-270: Unit members who possess any level of education up to and including a Bachelor's degree and receive a shift differential.

Ranges 301-370: Unit members who possess a Master's degree and receive a shift differential.

Ranges 401-470: Unit members who possess a Doctoral degree but are not eligible to receive a shift differential.

Ranges 501-570: Unit members who possess a Doctoral degree and receive a shift differential.

During the 2017-2018 negotiation cycle the District and CSEA agree to discuss salary schedule reform and may utilize a sub-committee to analyze proposals.

C. Shift Differential

Unit members who work more than 50% of the assigned duty time after 10:00 p.m. will be placed on the Classified Represented Salary Schedule B from Range 201 to 270, 301-370 or 501-570 following the guidelines listed in Article 19, Section B above.

D. Salary Step Advancement

Salary step advancement will take place on the unit member's employment anniversary date. The differential between Steps 7-8 and 8-9, shall be two and a half percent (2.5%) the differential between all steps 9-20 shall be one and a half percent (1.5%).

E. Longevity

The District and the Association agree to negotiate to add steps to the Represented Salary Schedule B beginning FY2016-2017.

F. Uniforms

The District agrees to pay for the full cost of any uniforms, tools, and other equipment that unit members are required to possess and for physical examinations and training. Annually, the District shall pay the cost of safety shoes for unit members required to wear safety shoes up to a maximum of \$175 per year.

G. Pay Periods

1. Subject to schedules and procedures of the Los Angeles County Office of Education (LACOE), pay periods shall be by the calendar month for unit members. Warrants shall be issued twice a month on a salary-advance basis, payable on the 10th and the 25th of the month. Unit members who contribute to the State Teachers Retirement Plan (STRS) will have their warrants payable on the 5th and the 20th of the month.
2. If these dates should fall on a weekend or LACOE-recognized holiday, the warrant shall be issued on the day preceding the weekend or holiday.
3. Overtime and supplementary service assignments will be recorded from the 1st of the month through the 31st of the same month. Overtime and supplementary services forms will be due to Payroll Services on the 1st of the following month. Overtime assignments will be paid on the 10th of the month following the work month period. Supplementary services assignments will be paid pursuant to the applicable retirement system requirements and upon Board approval.

ARTICLE 20: PAYROLL DEDUCTIONS

A. Federal and State Income Tax

1. Federal and State income tax will be withheld on the basis of information furnished by the unit member on Form W-4 and/or Form DE-4.

B. Retirement Funds

1. Contribution for retirement systems will be withheld on the basis of the eligibility of the unit member for retirement coverage as defined below:
 - a. All unit members become members of the Public Employee's Retirement System (PERS) after 1,000 hours of employment, unless at the time of employment the unit member is a current member of PERS. If upon employment, the unit member is a current member of the State Teacher's Retirement System (STRS), the unit member may file a written election according to procedures established by PERS/STRS to have all classified service credited with STRS.
 - b. Unit members will be covered under Social Security OASDI (Old Age, Survivors, and Disability Insurance) in addition to PERS. Social Security coverage becomes effective on the same date the unit member becomes a member of PERS.

C. Voluntary Payroll Deductions

1. Deductions will be made from salary upon request of the unit member.

D. Administration of Payroll Deductions

1. The District shall administer and pay all charges associated with payroll deductions.

ARTICLE 21: BENEFITS

- A. The CSEA Health and Welfare committee as part of the District-wide Health and Welfare Committee will review all health and welfare benefits and shall report their findings and recommendations to the District and the Association.

The District and the Association agree that there is mutual interest to maintain quality benefits while containing benefit costs. With participation by stakeholder representatives from the Health and Welfare Benefits Committee, both parties will begin timely joint meetings for the purpose of reviewing the existing benefit program and accepting proposals for best options from medical, dental, and vision insurance providers for the following benefit plan year for the bargaining unit. In this process, the current broker utilized by the District may be invited to compete as well as other interested brokers, trusts, JPAs, providers, etc. as agreed upon by both parties. It is expected that this process will yield an agreement between the parties regarding benefits program and providers for bargaining unit members.

B. Eligibility for Fringe Benefits

1. Unit members working less than twenty (20) hours per week are not eligible for benefits.
2. Unit members working part-time at least twenty (20) but less than thirty (30) hours per week shall be eligible for benefits for the employee only.
3. Unit members working thirty (30) hours or more per week shall be eligible for benefits for the employee and their eligible dependents.
4. As specified in Education Code Section 88036, a classified employee who works a minimum of 30 minutes per day in excess of his or her part-time assignment for a period of 20 consecutive working days or more shall have his or her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 88035.

C. Coverages and Premiums

1. The District shall pay the premiums for unit members for Long-Term Disability.
2. On July 1 of each contract year, the District shall recalculate and allocate the Negotiated Health and Welfare Contribution per eligible unit member. The total of all Association member negotiated Health and Welfare contributions will constitute the Health and Welfare Pool (i.e., Benefit Fund). (See Appendix D - Total Compensation Worksheet for the current Negotiated Health and Welfare Contribution).
3. The Health and Welfare Pool shall be used for premiums for eligible unit members and eligible dependents for the following:
 - a. Medical Insurance
 - b. Dental Insurance
 - c. Vision Insurance
 - d. Group Life Insurance of \$50,000

4. The District shall pay the premium for an Employee Assistance Program. The program will only be used through unit member self-referral.
5. The District will maintain a Section 125 IRS Code (Fringe Benefit Plan). This plan includes cash-in-lieu of medical benefits, pre-tax premium(s), dependent care, and medical reimbursement accounts.
6. Cash-in-lieu, for those having proof of other group medical coverage, will be no more than the lowest plan's one (1) party rate. Only those unit members who are currently enrolled in the cash-in-lieu program will continue to receive this benefit. If the Health Benefits Program does not require 100%-member participation (subject to the provisions of the plan and/or health benefit program), cash-in-lieu will become available to members who can provide proof of other group medical coverage. The Association will annually determine the cash-in-lieu rate (not to exceed the lowest plan's one-party rate) and notify the Vice President of Human Resources by July 1st.
7. All unspent health and welfare contributions shall accumulate in the Association Health and Welfare Pool, the surplus of which will be carried forward in the next fiscal year for use by the Association. As rates become available in the second quarter of the year (April through May), the H&W committee will review rates and plan designs for the next benefit plan year and make recommendations. If health and welfare plan designs, rates, as well as changes in census result in a deficit to the Association H&W Pool Balance, by July 1st, the Association agrees to make effective as of October 1st, one or more of the following options:
 - a) Make health benefit plan changes that would lower the overall premium,
 - b) Initiate and/or modify unit member payroll deductions, and/or
 - c) Increase the Negotiated Health and Welfare Contribution through Total Compensation in order to cover any shortfall.
 - d) Reduce the cash-in-lieu rate.

Options selected by the Association will be communicated to the Vice President of Human Resources in writing. If Payroll deductions are selected as an option, the Association must notify the Vice President of Human Resources in writing of the methodology for how these deductions are to be applied to unit members by August 1st, to be implemented with the first regular paycheck in October.

If the State budget is not finalized by July 1st, the District may authorize an exception to the implementation of a plan by October 1st for Payroll Deductions. If an exception is authorized, once Total Compensation has been negotiated, and the revised H&W Balance has been computed, the Association must provide the above-mentioned methodology for payroll deductions in time to cover any negative balance prior to the end of the fiscal year.

8. The Health and Welfare pool is intended to provide affordable healthcare, including dental and vision, to all eligible unit members and their eligible dependents. Members who choose higher priced plans may incur increased payroll deductions to offset the price of the plan chosen. In addition to any applicable payroll deductions determined in Section 7 of this Article, unit members selecting to participate in an option that exceeds the cost of the Association's selected plan will pay the difference in premiums between the two

plans for one-party, two-party and family options, respectively. The Association will annually determine the Association's selected plan and notify the District by August 1st if there are any changes from the previous year.

- D. Unit members shall make selections of non-elective coverages and elective coverages on an annual basis. New unit members shall make their selections at the time they are employed. Unit members needing to make changes to any plan are subject to the provisions of the plan and/or health benefit program.
- E. Unit members who select elective coverages, i.e., supplemental life insurance, shall authorize payroll deductions to cover all such costs.
- F. If a unit member does not elect to participate in any plans (i.e. medical, dental, vision or life insurance) provided by the District; or, if a member participates only in a portion of the plans provided by the District, the unit member will relinquish any claim for any unused amount of the negotiated Health and Welfare contribution to the Health and Welfare pool. This provision does not apply to those individuals receiving cash-in-lieu of medical benefits in section C.6 above.
- G. The unit member bears the responsibility for meeting all requirements for the eligibility in any plans provided by the District and for properly completing enrollment and/or application forms.
- H. Family Medical Leave

Health insurance coverage shall be maintained and paid for by the District for the duration of the leave not to exceed twelve (12) work weeks in a twelve (12) month period. The District may recover the premium paid for the unit member during the leave if the unit member fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the unit member to leave or other circumstances beyond the control of the unit member.

- I. Prior to July 1, 2017, unit members, who retire at 60 years of age with a minimum of 25 years of full-time equivalent service in the District and are not eligible for Medicare, shall be entitled to health and welfare benefits to the member's Medicare eligibility age of four-thousand dollars (\$4,000) maximum per fiscal year. Beginning July 1, 2017, unit members, who retire at 60 years of age or older with a minimum of 20 years of full-time equivalent service in the District and are not eligible for Medicare, shall be entitled to health and welfare benefits to the member's Medicare eligibility age of six-thousand dollars (\$6,000) maximum per fiscal year. Health and welfare benefits include medical, dental, vision, and life insurance, which are equal to the benefit programs provided to active unit members, subject to insurance carrier requirements. The District contribution of four-thousand dollars (\$4,000) can be used to cover benefits for the unit member's eligible dependents and spouse if the unit member had been married to the spouse a minimum of ten (10) years prior to the effective date of the retirement. The unit member shall pay for the benefits above the maximum subject to insurance carrier requirements. If the unit member receiving this benefit dies before their Medicare eligibility age, the unit member's spouse may continue to use the benefit only until the unit member would have attained their Medicare eligibility age.
 - 1. Except for the provision noted in Section I of this Article, a unit member who retired prior to July 1, 2017 shall be entitled to the District's contribution up to two-thousand

- two- hundred dollars (\$2,200); except for the provision noted in Section I of this Article, a unit member who retires on or after July 1, 2017 shall be entitled to the District's contribution up to three-thousand three-hundred dollars (\$3,300) under the following conditions:
- a. The retiring unit member is fifty (50) years old or older and has eight (8) years of full-time equivalent service to the District shall receive this contribution for five (5) years.
 - b. The retiring unit member is fifty (50) years old or older and has nine (9) years of full-time equivalent service to the District shall receive this contribution for ten (10) years.
 - c. The retiring unit member is fifty (50) years old or older and has ten (10) years of full-time equivalent service to the District shall receive this contribution for life.
2. Except for the provision noted in Section 1 of this Article, a surviving spouse (as defined in Section I) and/or eligible dependent(s) shall continue to receive the benefit as defined in I.1 above for three (3) months after the death of the unit member.
- J. Any retired unit member may purchase insurance benefits from a provider other than the District's. Retired unit members exercising this option must submit proof of insurance and proof of premium payment for reimbursement as determined by the District. The retiree shall be responsible to pay the cost of the insurance benefits over and above the District's contribution.
- K. A unit member must be disabled as defined in the District's disability insurance policy for a period of not less than one-hundred-twenty (120) days before becoming eligible for disability insurance benefits.
- L. The District will not act as a claims processing agent for any fringe benefit program.

ARTICLE 22: VACATION, HOLIDAYS, ABSENCES AND LEAVES

- A. All annual vacation credits used in this section have been expressed in terms of the allowance for a full-time unit member. Unit members working less than full-time will receive prorated credit based on the allowance listed.
- B. All unit members will accrue vacation leave at the following rate for continuous service performed each calendar year or fraction thereof:

Years of Service	Hours Per Month	Days of Vacation
0-1	6.67	10
2-5	8	12
6-10	10	15
11-16	12	18
17+	14.67	22

Upon request and with the approval of the unit member’s supervisor and the CHRO, unit members with less than six months of service may be advanced accrued vacation leave prior to achieving regular status. If employment terminates prior to six- months service, all vacation salary so advanced will be deducted from payments due the unit member.

- C. The annual calculation of vacation credit will be made by computing the completed years of service up to June 30th for any year.
- D. Vacation time must be taken during the fiscal year in which it is earned or the year immediately following the fiscal year in which it was earned. Exceptions to this rule may be granted by the District upon written request and for compelling reasons.
- E. Unused vacation, up to a maximum of fifteen (15) days per fiscal year, may be exchanged for cash compensation no more than four times per fiscal year. Requests received by the timesheet deadline, which can be found on the Payroll website, shall be paid on the 10th of the month.
- F. No vacation leave may be used before it has been accrued. Upon request, and at the convenience of the District, a request for advanced vacation leave in special circumstances may be considered with the approval of the unit member’s supervisor and the CHRO. If employment terminates prior to the accrual of the amount of vacation leave so advanced, the amount of vacation salary advanced in excess of that accrued at the time of termination shall be deducted from payments due the unit member.
- G. Vacations will be pre-approved by the designated supervisor according to the needs of the District. Consideration will be given to unit member vacation scheduling requests and will not be unreasonably denied. If there is a conflict in vacation scheduling between unit members, the conflict will be resolved in favor of the unit member who has submitted the vacation request first. If unit members submit vacation requests on the same day, the senior unit member’s request will take precedence over the request of the junior unit member

- H. Unit members will make every effort to submit vacation requests no later than ten (10) working days prior to the start of the proposed vacation. Supervisors will make every effort to respond to vacation requests within five (5) working days.
- I. If a unit member's scheduled vacation is canceled by the District, and the unit member cannot utilize that vacation leave during the year, the amount of vacation leave canceled may be accumulated for use in the following year.
- J. Unit members terminating employment with accrued vacation leave will be paid the hourly equivalent of their salaries for each hour of earned vacation based on the pay rate in effect for the unit member on the last day actually worked. Unit members who terminate employment with less than six (6) months continuous service are not eligible to be paid for accrued vacation.
- K. Unit members may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service provided the unit member supplies notice and supporting information regarding the basis for such interruption or termination.

HOLIDAYS

- A. Unit members are entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving holidays (2 days), day before Christmas, Christmas Day, day after Christmas, day before New Year's Day, and Admissions Day, which is to be used with the winter holidays. Unit members working less than full-time will receive prorated holiday time based on the FTE of their assignment (Appendix I).
- B. Unit members shall be granted one (1) discretionary day, prorated based on the percentage of their assignment, to be used during the winter holiday break. The use of this discretionary day shall not result in any increase in the number of holidays taken at any time outside the winter holiday break.
- C. Unit members shall be granted two (2) days of discretionary leave, prorated based on the percentage of their assignment, up to a maximum of sixteen (16) hours to be used during the fiscal year. These two (2) discretionary days will be subject to the approval of the supervisor.
- D. Unit members shall be granted a Juneteenth holiday on the third Friday of each June.
- E. Beginning 2015-16, unit members shall be granted one (1) additional day worth of compensatory leave in lieu of Cesar Chavez Holiday, prorated based on the percentage of

their assignment, up to a maximum of eight (8) hours. This compensatory leave will not be subject to supervisor approval; however, it will be submitted through the online leave system with as much advance notice as possible.

- F. Beginning 2018-2019, the Cesar Chavez Holiday leave, prorated based on the percentage of their assignment, up to a maximum of eighth (8) hours, shall be added to the unit member's vacation leave balance, in July of each year and shall reference the Cesar Chavez Holiday. At the conclusion of the June 2018 payroll, any balance in the unit member's existing Cesar Chavez leave type shall be transferred to the unit member's vacation leave type. This leave shall be subject to the pre-approval process for vacation leave in Vacation Section G of this article.
- G. Unit members may use three (3) days of personal-necessity leave when the District is closed during the annual winter vacation period. Unit members wishing to utilize personal-necessity leave days in such a manner must advise the District of their intentions in accordance with payroll deadlines.
- H. The annual schedule of holidays shall be updated in June of each year. The scheduling shall be the prerogative of management.
- I. When unit members are required to work on any of the holidays in *Holidays Section A.* above, they shall be compensated at the rate of time and one-half of their regular rate of pay or given compensatory time off for such work in addition to the regular pay received for the holiday.
- J. Full-Time Unit Members with a Modified Work Schedule
When there is a holiday within a full-time unit member's modified work schedule, they shall have the choice of one of the following with supervisor approval (not to be unreasonably withheld; provided that the supervisor may reject any proposed schedule which would cause the District to incur an obligation to pay overtime):
 1. changing the holiday week's working hours to a five-day, eight-hour work schedule;
 2. receiving a substitute holiday, which shall be used by June 30th of the fiscal year in which it was earned. At the end of the fiscal year, any unused substitute holidays shall be paid out per Education Code 88206. If a holiday falls within a scheduled work week, the work week cannot be shifted in order to receive a substitute holiday;
 3. changing the holiday week's working hours to a mutually agreed upon work schedule. In a workweek when the holiday falls within the work schedule, the employee may modify their hours worked on the first five days of the work week to make up for the hours lost from the holiday and it is agreed that this will not incur overtime. By way of this language it is agreed that this modification of the work week schedule does not obligate the District to pay overtime;
 4. or receiving eight hours holiday pay and submitting a leave request for the remaining hours as vacation, compensatory time, discretionary time or dock time (if all other leaves have been exhausted). The supervisor shall not deny this leave request; however, the unit member will submit the leave request through the online leave system with as much

advance notice as possible.

K. Permanent Part-Time Unit Members

Permanent Part-Time unit members will have the choice, with supervisor approval (not to be unreasonably withheld; provided that the supervisor may reject any proposed schedule which would cause the District to incur an obligation to pay overtime), of changing their work hours/days to meet their weekly prorated assignment, or receive their prorated holiday hours and apply vacation, compensatory time, discretionary time or dock time (if all other leaves have been exhausted) if the prorated holiday hours are less than the number of hours the employee is scheduled to work (see Appendix I for more information).

L. Permanent Part-Time unit members will have the choice, with supervisor approval (not to be unreasonably withheld; provided that the supervisor may reject any proposed schedule, which would cause the district to incur an obligation to pay overtime),

1. of changing their work hours/days to meet their weekly prorated assignment, or receive their prorated holiday hours and apply vacation, compensatory time, discretionary time, or dock time (if all other leaves have been exhausted) if the prorated holiday hours are less than the number of hours the employee is schedule to work (see Appendix I for more information).
2. of receiving a substitute prorated holiday, which shall be used by June 30th of the fiscal year in which it was earned. At the end of the fiscal year, any unused substitute holidays shall be paid out per Education Code 88206. If a holiday falls within a scheduled work week, the work week cannot be shifted in order to receive a substitute holiday.

ABSENCES AND LEAVES

A. Absence

1. Verification of Absence

- a. Unit members will verify every absence. Upon return from an absence, the unit member will complete a leave request. A statement of release from a licensed health care provider (HCP)¹ may be required by the District if the absence extends beyond three (3) days.
- b. A statement of release from a licensed HCP will be required after five (5) consecutive days of absence for illness.

2. Reporting of Absence

- a. Each absence will be reported to the designated supervisor not later than one hour after the usual reporting time unless unusual circumstances exist. Unit members will keep their supervisors informed of the date of their expected return to duty.¹

Illness or Injury Leave

3. Unit members employed forty (40) hours per week by the District will be entitled to twelve (12) days sick leave for illness or injury with full pay, for a full fiscal year of service. Such leave will be credited annually at the beginning of the fiscal year.
4. Unit members employed forty (40) hours per week, who are employed for less than a full

¹ Per CFR 29 § 825.125 Definition of health care provider.

(a) The Act defines health care provider as:

- (1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the [State](#) in which the doctor practices; or
- (2) Any other [person](#) determined by the [Secretary](#) to be capable of providing health care services.

(b) Others capable of providing health care services include only:

- (1) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the [State](#) and performing within the scope of their practice as defined under [State](#) law;
- (2) Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under [State](#) law and who are performing within the scope of their practice as defined under [State](#) law;
- (3) Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an [employee](#) or family member is receiving treatment from a Christian Science practitioner, an [employee](#) may not object to any requirement from an [employer](#) that the [employee](#) or family member submit to examination (though not treatment) to obtain a second or third certification from a [health care provider](#) other than a Christian Science practitioner except as otherwise provided under applicable [State](#) or local law or collective bargaining agreement;
- (4) Any [health care provider](#) from whom an [employer](#) or the [employer's group health plan's](#) benefits manager will accept certification of the existence of a [serious health condition](#) to substantiate a [claim](#) for benefits; and
- (5) A [health care provider](#) listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.

(c) The phrase authorized to practice in the [State](#) as used in this section means that the provider must be authorized to diagnose and treat physical or mental health conditions.

fiscal year, are entitled to such proportion of twelve (12) days sick leave for illness or injury with pay as the number of months they are employed bears to twelve.

5. Unit members employed less than forty (40) hours per week will be entitled, for a full fiscal year of service, to such proportion of twelve (12) days sick leave for illness or injury with pay as the number of hours they are employed bears to forty hours.
6. Credit for sick leave for illness or injury need not be accrued prior to taking such leave by the unit member, except that a new unit member of the District will not be eligible to take more than six (6) days sick leave until the first day of the calendar month after completion of six (6) months of service with the District.
7. Unused sick leave is cumulative from year to year without limitation.
8. Unused sick leave will not be paid for upon separation from employment. However, such leave may be accepted by another public employment agency.
9. Sick leave may be drawn upon for medical or dental appointments which cannot be scheduled on off-duty hours. Verification of such appointments shall be submitted to the designated supervisor via an absence leave request form.

B. Extended Illness Leave

1. Unit members who are absent from work due to illness or injury will receive 100 days of extended illness leave (50% pay) per fiscal year after the exhaustion of accrued sick leave provided under section B above. If there is no current or accumulated sick leave, extended illness leave shall be counted from the first day of absence from work.
 - a. Extended illness benefits will be applied upon the effective date of illness or injury as noted in a statement from a licensed HCP indicating an illness or injury in excess of five (5) working days. The statement from the HCP must indicate the anticipated length of time of the absence and anticipated date of return to work. A release to return to work from an HCP is required prior to the unit member's return to work.
2. Unit members using Extended Illness leave may, in accordance with Article 22 (E), cash out unused vacation to offset the 50% loss of pay as reflected and planned for in the leave calendars mutually developed by Human Resources and the unit member. Unit member agrees to submit vacation cash out requests monthly as reflected in the leave calendar which may be subject to change. The maximum annual cash out limit does not apply, and can be applied monthly. Extended Illness leave is exclusive of holidays, vacation or compensatory time-off to which the unit member is entitled. Unused extended illness leave is not cumulative from year to year. Unused extended illness leave will not be paid for upon separation from employment.
3. Following the 100-day extended illness leave described above, unit members may elect to utilize any remaining accrued vacation leave, accumulated sick leave, and/or accumulated compensatory time.
4. Unit members who have exhausted all of the benefits indicated above may submit a written request to the District for unpaid illness leave. The request shall indicate the period for which leave is requested, the nature of the unit member's condition, and the date of anticipated return to duty.

5. Unpaid illness leave may be granted upon recommendation by the unit member's immediate supervisor, administrative division head and with the approval by the District for a period not to exceed six (6) months from the date on which the unit member's paid leave resources were exhausted. The Board of Trustees may renew the leave of absence, paid or unpaid, for two (2) additional six-month periods.
6. Vacation, sick or other leave shall not be earned for any period during which a unit member is on an unpaid illness leave. Such leave shall not, however, be considered an interruption in years of service.
7. When unpaid illness leave is granted, the unit member may request to return to work at any time prior to the expiration of the leave. Prior to returning to work, a statement by the unit member's licensed HCP indicating the unit member's fitness to resume performance of regular duties shall be furnished to the District.
8. When a request for unpaid illness leave is not granted or when a unit member is not able to return to work upon the expiration of any unpaid illness leave, the unit member shall be separated from service to the District as follows:
 - a. Unit members shall be placed on the reemployment list for a period of thirty-nine (39) months. A unit member who has been placed on a reemployment list and who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
 - b. Probationary unit members shall be permitted to apply for any position for which they may be qualified but without reemployment preference benefits.

C. Bereavement Leave

1. Unit members shall be entitled to 10 days, per fiscal year, for bereavement leave with pay in the event of the death of any member of a unit member's family or any non-relative of the unit member living in the immediate household. If there is an additional need beyond the maximum noted above, an employee may use Personal Necessity Leave or supervisor-approved vacation.
2. The District's CHRO reserves the right to require reasonable proof supporting the need for bereavement leave. If the provided proof is deemed insufficient, the District and Association will meet to discuss further, if necessary.

D. Personal Necessity Leave

1. Days of absence for illness or injury earned pursuant to Article 22.B may be used at the unit member's own discretion for personal necessity reasons, including the following.
 - a. Death of an immediate family member as defined in Article 22.D when additional leave is required beyond that provided in Article 22.D.
 - b. Accidents involving the unit member's own property or the person or property of a unit member's immediate family.

- c. Appearance in any court or before any administrative tribunal or witness under a subpoena or any order made with jurisdiction.
 - d. For use during winter holiday period and mandatory summer modified workweek.
 - e. Personal business (not involving employment or professional duties outside this agreement from which it is intended, or usual, that income be derived) which, by its nature, cannot be conducted before or after the working day.
 - f. Birth or adoption of a child by a unit member: per AB 1606 Baby Bonding leave allows a maximum of 30 days of personal necessity leave due to the birth or adoption of a child, which must be taken within the first year of the child's birth or adoption.
 - g. Birth, adoption or becoming the legal guardian of a child for a unit member who is a guardian, or grandparent of the child.
 - h. Under no circumstances shall personal necessity leave be used for the purposes of extending a holiday or vacation period.
2. After returning from personal necessity leave, the unit member shall complete and submit a form furnished by the District containing the dates involved. The unit member's signature shall signify that the activity was in line with the purpose of this article.
 3. No earned leave in excess of twelve (12) days (per Ed Code §88207) may be used in any academic year for the purpose enumerated in this article, except for section E.1.f above. Personal necessity leave shall be deducted from sick leave earned under the provisions of Article 22.B.

E. Classified Sick Leave Pool

The District shall establish an annual, non-cumulative pool equivalent to one (1) day of leave for each unit member within the bargaining unit. Leave days may be utilized from this pool for a unit member who is on a long-term illness or accident leave, excluding worker's compensation leaves. A committee composed of three (3) representatives selected by the District and three (3) representatives selected by the Association shall determine who should be allowed to use days from the pool. The committee shall recommend rules and regulations for the administration of the pool.

F. Family Leave

1. The District shall comply with the provisions of the California Family Rights Act (CFRA), California Pregnancy Disability Leave (PDL), and the Federal Family and Medical Leave Act (FMLA). All CFRA, PDL and/or FMLA qualified medical leaves shall run concurrently with any family and medical leave taken. A unit member who has been employed at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave and who is eligible for other employee-provided benefits will be granted, upon request, an unpaid family care leave up to a total of twelve (12) work weeks in any twelve (12) month period pursuant to the requirement of this article. Additional information about eligibility and benefits can be found at the following websites:

- California Family Rights Act can be found at: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=12945.2
 - California Pregnancy Disability Leave can be found at: <https://www.dfeh.ca.gov/resources/frequently-asked-questions/employment-faqs/pregnancy-disability-leave-faqs/>
 - Federal Family and Medical Leave Act can be found at: <http://www.dol.gov/dol/topic/benefits-leave/fmla.htm>
2. For purposes of this article, at a minimum, the term “family leave” means: (1) leave for reasons of the birth of a child of the unit member, the placement of a child with a unit member in connection with an adoption of the child by the unit member, foster care of the child by the unit member, or the serious illness of a child of the unit member; or (2) leave to care for a parent or spouse of the unit member who has a serious health condition, or (3) leave for a unit member unable to perform the function of the position of that unit member except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions. For more information on other leaves which unit members may be eligible, please see the websites listed above.
 3. A unit member may elect to use accrued vacation or other appropriate paid leave during the above family leaves. When available accrued vacation or other appropriate leave is exhausted, the balance of the leave is unpaid.
 4. Leave under this article shall not constitute a break in service.

G. Maternity Leave

1. Maternity leave shall be granted subject to the District receiving a request for maternity leave accompanied by a statement from the unit member’s licensed HCP which states the estimated date on which the leave shall commence, the estimated length of leave of absence, and the estimated date on which the unit member will resume duties.
2. Maternity leave shall commence at such time as the unit member’s licensed HCP certifies that the unit member’s physical condition renders her unable to continue to provide regular service to the District. The District agrees to pay eligible unit members six (6) weeks of paid Maternity Leave, inclusive of Board approved holidays. Benefits will be prorated for permanent part-time unit members. If the employee is still medically unable to return to work after the six (6) weeks have expired, they may use their accrued sick leave. Should the employee’s sick leave be exhausted and the employee is still medically unable to return to work, extended illness leave will be applied as set forth in Article 22.C. The unit member may return to work after the birth of the child provided that the licensed HCP certifies that her postnatal condition is satisfactory.
3. Unit members who have exhausted their Sick Leave days while on maternity leave will be given five (5) days of sick leave upon their return to work. The District will not

require unit members to exhaust Vacation Leave or Comp Time (only their Sick Leave balance) to obtain the five (5) days. The five (5) days do not carry forward into the next fiscal year.

H. Industrial Accident Leave

A unit member shall be provided a leave of absence for industrial accident or occupational illness under the following rules and regulations:

- a. The industrial accident or occupational illness must have arisen out of and have been in the course of employment of the unit member and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the District's worker's compensation insurance carrier.
- b. A unit member who has sustained a job-related injury or illness shall report the injury or illness to the immediate supervisor on the District accident form no later than the next scheduled workday or as soon as possible thereafter.
- c. Allowable leave for each industrial accident or illness will be for the number of days of temporary disability but not to exceed sixty (60) days when the unit member would otherwise have been performing work for the District in any one fiscal year.
- d. Allowable leave for industrial accident or occupational illness shall not be accumulated from year to year.
- e. The industrial accident or occupational illness leave under these rules and regulations shall commence on the first day of absence.
- f. Payment for wages lost on any days shall not, when added to an award granted the unit member under the workers' compensation laws of this State, exceed the normal wages for the day.
- g. Industrial accident or occupational illness leave shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award.
- h. When an industrial accident or occupational illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- i. During any paid leave of absence for industrial accident or occupational illness the District receives temporary disability indemnity checks for the unit member. The District, in turn, shall issue the unit member's salary warrant and shall deduct normal retirement and other authorized contributions.
- j. The benefits provided by these rules and regulations shall be applicable to all classified unit members who are a part of the classified service immediately upon the completion of one consecutive year of service with the District.
- k. Any unit member receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Board of

Trustees authorized travel outside the State.

- l. Upon termination of the industrial accident or occupational illness leave, the unit member shall be entitled to the benefits provided for sick leave (Education Code Section 88191) and the unit member's absence for such purpose shall commence on the date of the termination of the industrial accident or occupational illness leave. If the unit member continues to receive temporary indemnity, the unit member may elect to take as much of accumulated sick leave which when added to his/her temporary disability indemnity will result in payment to the unit member of not more than the unit member's full salary.
- m. If the unit member is not medically able to assume the duties of the position when all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed in another position or be placed on a reemployment list for a period of thirty-nine (39) months. During the 39-month period, the recuperated unit member shall be employed in a vacant position in the class of the unit member's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority.
- n. A unit member who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

I. Court Appearance Leave

1. A unit member ordered to appear in court (personal necessity excluded) will receive full salary for the time the unit member is ordered to appear in court, subject to the limits contained in sections 2 and 3 below.
2. A unit member who appears in court as a litigant on personal business will not be paid unless he/she elects to draw upon any unused portion of the twelve (12) days of annual personal necessity leave.
3. Judicial and official appearance leave shall be granted if the unit member is required to appear during unit member's regularly scheduled work day for purposes of jury duty or as a subpoenaed witness in court other than as a litigant or to respond to an official order from another government agency for reasons not brought through the initiation, connivance or misconduct of the unit member.

J. Military Leave

Military leave of absence will be granted as required by law. Such leave must be verified by a copy of the military orders requiring military duty.

K. Unpaid Leave

1. Whenever a unit member is absent for personal benefit, deduction in pay will be made for each full day's absence. Deduction in pay for fractional days will be prorated according to the number of hours absent. Advance approval of such absence shall be secured from the designated supervisor prior to the period of absence.

2. Per PERS regulations during a period of unpaid leave, unit members are not earning service year credit from PERS (excluding FMLA leave).

L. Conference Leave

The District may authorize absences for unit members to attend conferences. Such absences will be treated as leave with pay.

M. Catastrophic Leave

The District defines and makes available Catastrophic Leave. For details, refer to District Board Policy BP 7345 and Administrative Procedure AP 7345 (Appendix E).

ARTICLE 23: MILEAGE

- A. Any unit member requested to use a private vehicle for District business shall be reimbursed for mileage at the established IRS rate for all miles driven on behalf of the District. Reimbursement for such mileage related to conference/training travel is subject to the regular travel authorization process.

ARTICLE 24: PARKING

- A. The District agrees to pay the parking fee for one vehicle for each unit member.
 - 1. Unit members who repeatedly lose their parking permits will be charged for replacements. Repeated losses (more than one) will result in the unit member being charged the current parking fee for a semester permit.

ARTICLE 25: SEVERABILITY AND SAVINGS

- A. During the life of this agreement, should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said part or portion, as the case may be, shall be immediately deleted from this agreement. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portions of this agreement which shall continue in full force and effect.

- B. During the life of this agreement, should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, the parties agree to meet and negotiate, upon request, within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article, section, or clause. In the event the parties are unable to reach agreement on a satisfactory replacement for such article, section or clause within thirty (30) days after negotiations commence, the issue shall be remanded to the provisions of Article VIII of Chapter 10.7, commencing with section 3540 of the Government Code.

ARTICLE 26: CONTRACT PRINTING

- A. The District shall prepare and deliver one copy of this agreement to each unit member during the term of the agreement. The District shall distribute the initial copies of the contract within sixty (60) days of the approval of the Agreement. The District shall maintain a current copy of the Agreement on-line.

ARTICLE 27: RECLASSIFICATION, WORKING OUT OF CLASSIFICATION

A. Purpose

1. Reclassification – is the process of determining through job analysis whether the current job classification, as evidenced in the job description, matches the duties and responsibilities of the position. The reclassification process is used to recognize increased responsibilities over time and to provide an opportunity to revise the position descriptions to reflect current job conditions. Reclassifications should be initiated only when there is a permanent change in duties and responsibilities. A change in tools, technology, or an increase in the volume of work should not, in themselves, be the basis of a reclassification.
2. Working out of Classification – is when temporary changes in duties to higher level responsibilities are accommodated by a working out of class stipend, in accordance with Article 8, Section A.
3. Manager, for the purposes of this article, refers to the unit member’s immediate supervisor.
4. To be reclassified unit members must have permanent status. Positions which have been in existence for less than one year are not eligible for reclassification.
5. Department budget shall not be considered when deciding whether a bargaining unit member will or will not be reclassified.
6. A position may only be reclassified every two (2) years (per Education Code 88104).

B. Types of Reclassifications

1. Reclassifications can be either initiated by the unit member or management-initiated.
 - a. For unit member-initiated reclassifications, the unit member must have been performing the out of classification duties for a minimum of six (6) months prior to April 1st or October 1st, depending upon the reclassification submittal date in section C.4.a. of this article. The unit member-initiated reclassification questionnaire is available on the intranet and in Appendix H1 of this agreement.
 - b. For management-initiated reclassifications, the unit member will not have the same six (6) months required performance period, as referenced in in B.1.a. above. A management-initiated reclassification shall require agreement between the unit member and the supervisor prior to submission, which will include a list of the out of classification duties being or to be performed with the proposed salary range indicated and a management-initiated reclassification questionnaire signed by both parties. The management-initiated reclassification questionnaire is available on the intranet and in Appendix H2 of this agreement.

C. Submitting the Reclassification Request

1. In the event a unit member believes that they are performing duties that are not consistent

- with the unit member's job description, unit members may submit a request for reclassification to the Classification Review Committee
2. The unit member is encouraged to discuss the need for a reclassification with their supervisor.
 - a. Should the supervisor determine that the reclassification is warranted, the supervisor may opt to initiate a management-initiated reclassification review process as outline in Section B.1.b. above.
 - b. Should the supervisor opt not to submit the management-initiated reclassification request as state in Section B.1.b the supervisor shall so advise the unit member. The unit member may still submit the member-initiated request to the Classified Review Committee.
 3. If the manager no longer wants the unit-member to perform any duties considered out of classification, they should direct the unit member to cease these duties and submit any documentation necessary to Human Resources for the unit member to receive a working out of classification stipend for the time period the out of classification duties were performed as referenced in Article 8A.
 4. Supervisors are expected to provide advice and guidance to the unit member with respect to the process.
 5. The following timelines will apply to the submission of the reclassification questionnaire:
 - a. Any request for reclassification, either unit-member or management initiated, must be submitted between the application windows of August 1st and October 1st or February 1st and April 1st for consideration that fiscal year. Approved reclassifications will become effective July 1st for submissions received by April 1st or January 1st for submissions received by October 1st. Although the timeline for final submittal shall be strictly adhered to, the unit member may begin, if desired, the writing and processing of their request prior to those dates to assure compliance with the management review timelines noted in Sections C.5.b. and C.5.c. below.
 - b. Per the directions stated on the unit member-initiated reclassification questionnaire, the unit member will submit their completed reclassification request form to their immediate supervisor and allow ten (10) working days for them to respond.
 - c. The supervisor will forward the completed and signed unit member-initiated reclassification questionnaire to the appropriate Executive Cabinet level administrator and allow ten (10) working days for them to respond. The Executive Cabinet administrator will return the completed and signed unit member-initiated questionnaire to the unit member no later than 3:00 p.m. on the 10th working day after receipt.
 - d. If the unit member fails to allow for the review time periods listed in 5.b and 5.c. and the result is a late submission of the unit member-initiated reclassification questionnaire, the submission will be deemed late and will not be accepted.

- e. For management-initiated reclassifications, the supervisor will follow the timelines and directions on the management-initiated reclassification form and allow sufficient time for the process to be completed prior to either the April 1st or October 1st submission deadline.
 - f. Any reclassification questionnaires received after 4:00 p.m. on the first business day of April and October will be deemed late and will not be accepted.
 - g. The Classification Review Committee shall respond to all reclassification requests by the opening date of the next reclassification window, either August 1st or February 1st. The District shall provide regular status reports to unit members who applied for reclassification.
6. For all approved unit member-initiated reclassifications, the unit member shall receive six (6) months retroactive out of classification pay from the reclassification effective date.

Example:

Application Window	Application Due	Retroactive Temporary Out of Classification Pay	Reclassification Effective
02/01-04/01	04/01	01/01-06/30	07/01
08/01-10/01	10/01	07/01-12/31	01/01

For all approved management-initiated reclassifications, the unit member may receive up to six (6) months retroactive out of classification pay from the reclassification effective date. The duration of the out of classification pay will be based on individual evaluation and verification from the unit member’s supervisor.

D. Classification Review Committee

- 1. A Classification Review Committee shall be established and shall meet at least twice each year to review all reclassification requests. The committee shall consist of four (4) members; the Association President or their designee, one additional classified unit member appointed by the chapter executive board, the Chief Human Resources Officer and their designee.
- 2. With guidance from Human Resources the Committee will conduct classification reviews, including an analysis of job descriptions, reclassification questionnaires, salary surveys or benchmarks, internal and external parity, and will formulate recommendations where appropriate. The committee will determine the appropriate classification, salary range placement and approve the final job description.
- 3. On behalf of the classification Review Committee, the Vice President of Human Resources will present the reclassifications proposals to the unit member’s supervisor, Executive Cabinet, and the Chancellor, for review.

4. If the reclassification is approved, Human Resources will prepare the Board agenda item for the Board of Trustees and notify unit members of the reclassification decision.
5. If the Board approves the reclassification, Human Resources will prepare a Personnel Action Request form for each position, along with the updated job description. The updated job description will be sent to the unit member and placed in their personnel file.

E. Reclassification Implementation

1. Any unit member who is reclassified will be placed at the lowest salary step which provides an increase of at least five percent (5%). When the unit member's salary step advancement date and the effective date of the reclassification coincide, the salary step advancement increment shall be applied before the reclassification computation is made.
2. Any unit member who is reclassified will retain their salary step advancement date which was in effect prior to the reclassification.

Example A:

Range 20, Step 6

Next salary step advancement date is

10/1/2019 Reclassified to Range 25,

Step 4 on 7/1/2019

Unit member will advance to Range 25, Step 5 on 10/1/2019

3. Reclassification shall not change the unit member's salary step advancement month or evaluation date.

F. Appeal Process

1. A unit member, the Association, or the District may file an appeal, in writing, within sixty (60) calendar days of the notification of the reclassification or denial of the reclassification decision. An interview with the appropriate parties shall be scheduled with the Classification Review Committee to review the appeal. The Classification Review Committee will review all appeals and respond, in writing, within thirty (30) calendar days of the same year. A negative outcome in no way will affect the unit member's eligibility to apply for a reclassification in the future as long as it complies with A.6. of this article.

- G. The reclassification decision of the District shall not be subject to Article 16 (Grievances), except as provided in Article 2 (Recognition).

ARTICLE 28: TERM AND EFFECT

- A. This agreement shall be for a three-year duration becoming effective on July 1, 2020 and continuing through June 30, 2023.
- B. This Agreement shall prevail over District policies and procedures and over State laws to the extent permitted by State law. The District and the Association mutually agree to reopen negotiations during the term of this Agreement. For the term of this Agreement, either party may annually reopen negotiations with each party allowed to open two (2) additional Articles in addition to the opening of Article 19 (Wages) and Article 21 (District Paid Benefits). Re-openers must be submitted no later than April 30th of each year. Negotiations must begin no later than September 15th of each year. The negotiations will utilize interest-based bargaining techniques.
- C. The District and the Association will meet no later than October 31st to determine the distribution of that year's total compensation dollars. Any decisions made as a result of said meeting will be retroactive to July 1st.
- D. If the parties have not reached an agreement on or before the end of the current Agreement's duration, all provisions of this Agreement shall remain in effect until a new Successor Agreement has been agreed upon.

APPENDIX A: REPRESENTED SALARY SCHEDULE

2021-2022 Salary Schedule
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS
CLASSIFIED REPRESENTED (SALARY TABLE B, X, Y)
2021-2022

Table with 20 columns (1-20) and 50 rows (1-50) showing salary values. Header: Range 1 through 70 ~ Regular Base. Values range from 2611 to 11048.

Range 1 through 70 ~ Regular Base

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
51	6613	7014	7411	7806	8204	8597	8996	9221	9452	9593	9738	9883	10032	10183	10335	10490	10647	10808	10969	11134
52	6693	7092	7493	7894	8298	8707	9106	9333	9568	9711	9857	10003	10153	10306	10460	10618	10777	10938	11102	11269
53	6765	7173	7586	7997	8411	8819	9235	9466	9703	9848	9996	10146	10298	10452	10609	10768	10930	11094	11260	11429
54	6856	7269	7684	8101	8515	8927	9350	9584	9824	9972	10121	10272	10426	10583	10741	10902	11066	11232	11401	11572
55	6933	7353	7771	8191	8616	9046	9469	9706	9948	10098	10250	10404	10560	10719	10879	11043	11208	11376	11547	11720
56	7014	7436	7869	8294	8715	9141	9563	9803	10048	10199	10352	10507	10664	10825	10987	11152	11319	11489	11661	11836
57	7092	7528	7951	8385	8808	9244	9672	9914	10162	10314	10469	10626	10785	10947	11112	11278	11447	11618	11793	11970
58	7168	7637	8102	8575	9046	9513	9981	10231	10488	10645	10805	10966	11131	11298	11468	11640	11814	11991	12171	12354
59	7244	7728	8193	8677	9152	9632	10110	10363	10622	10781	10943	11107	11274	11443	11614	11788	11966	12145	12327	12512
60	7334	7816	8298	8785	9259	9747	10222	10478	10741	10902	11066	11231	11399	11570	11744	11919	12099	12279	12464	12651
61	7411	7894	8385	8867	9361	9843	10326	10586	10850	11013	11179	11345	11516	11689	11864	12042	12223	12406	12592	12781
62	7489	7985	8481	8976	9470	9966	10462	10725	10994	11158	11326	11495	11668	11843	12020	12201	12383	12569	12759	12950
63	7563	8072	8577	9082	9584	10091	10596	10861	11133	11301	11471	11642	11816	11994	12174	12356	12542	12730	12921	13114
64	7642	8161	8670	9181	9696	10203	10715	10983	11259	11428	11600	11774	11951	12130	12311	12496	12684	12874	13068	13263
65	7736	8251	8774	9294	9812	10333	10851	11123	11402	11573	11746	11922	12101	12283	12467	12654	12844	13037	13232	13431
66	7806	8330	8861	9383	9905	10430	10962	11236	11516	11690	11865	12042	12223	12406	12593	12781	12973	13168	13365	13566
67	7888	8419	8947	9475	10005	10530	11065	11342	11626	11801	11979	12157	12340	12525	12713	12904	13097	13294	13493	13696
68	7972	8511	9046	9575	10108	10642	11176	11457	11744	11920	12099	12279	12464	12651	12840	13034	13229	13427	13629	13833
69	8053	8590	9138	9676	10220	10773	11309	11592	11882	12060	12241	12425	12611	12801	12992	13188	13385	13586	13790	13996
70	8136	8677	9216	9765	10308	10851	11400	11685	11978	12158	12341	12526	12714	12904	13099	13294	13494	13697	13902	14110

APPENDIX B: REPRESENTED CLASSIFICATIONS

DIVISION	TITLE	DEPARTMENT/AREA	RANGE
INST	Academic Coordinator II (SLO/ePortfolio)	Instruction	38
BS	Accountant	Fiscal Services	36
BS	Accountant	Grants & Categorical Accounting	36
BS	Accountant	Business Services	36
BS	Accountant (47.5%)	Fiscal Services	36
BS	Accountant (Special Grants)	Grants & Categorical Accounting	36
BS	Accounting Technician III	Fiscal Services	30
BS	Accounting Technician III (60%)	Fiscal Services	30
BS	Accounting Technician III (70%)	Grants & Categorical Accounting	30
INST	Activity Coordinator I (Abriendo Caminos Grant)(72.5%)	School of Mathematics, Sciences and Engineering	28
UCEN	Administrative Assistant I (47.5%)	University Center	20
INST	Administrative Assistant I (Advisory Boards)(80%)	Career Technical Education	20
INST	Administrative Assistant I (Art Gallery)(47.5%)	School of Visual and Performing Arts	20
ID	Administrative Assistant II	Institutional Research, Planning, and Institutional Effectiveness	25
IT	Administrative Assistant II (60%)	Infrastructure and Information Security	25
INST	Administrative Assistant III	Early Childhood Education	30
INST	Administrative Assistant III	Physical Education, Kinesiology and Athletics	35
INST	Administrative Assistant III	School of Visual and Performing Arts	30
INST	Administrative Assistant III	Employment Center (Career Center)	35
INST	Administrative Assistant III	School of Applied Technologies	30
INST	Administrative Assistant III	School of Behavioral and Social Sciences	30
INST	Administrative Assistant III	School of Business	30
INST	Administrative Assistant III	School of Humanities	30
INST	Administrative Assistant III	School of Mathematics, Sciences and Engineering	30
IT	Administrative Assistant III	Technology	30
SS	Administrative Assistant III	Campus Safety	30
IT	Administrative Assistant III (60%)	Enterprise Applications	30

INST	Administrative Assistant III (Academic Senate and Instructional Support)	Instruction	30
CCC	Administrative Assistant III (Canyon Country Campus Support)	CCC	30
INST	Administrative Assistant IV	Academic Innovation & Continuing Education	51
INST	Administrative Assistant IV	Instruction	35
SS	Administrative Assistant IV	Counseling	35
CCC	Administrative Assistant IV (Canyon Country)	CCC	35
PIO	Administrative Assistant IV (District Communications)	Public Information	35
INST	Allied Health and Public Safety Coordinator II (Health Sciences)	School of Health Professions and Public Safety	30
INST	Applied Technologies Coordinator II	School of Applied Technologies	32
INST	Articulation Officer and Curriculum Analyst	Instruction	49
INST	Arts Education Technician II (Performing Arts Center)	School of Visual and Performing Arts	24
BS	Assistant Buyer	Contracts, Procurement & Risk Management	25
ID	Assistant Research Analyst (47.5%)	Institutional Research, Planning, and Institutional Effectiveness	32
IT	Audio/Visual Coordinator II	Technology	45
BS	Business Services Analyst	Business Services	36
BS	Buyer	Contracts, Procurement & Risk Management	32
SS	Campus Safety Officer	Campus Safety	32
SS	Campus Safety Officer (60%)	Campus Safety	32
SS	Campus Safety Officer II	Campus Safety	34
SS	Campus Safety Officer II (CLERY Compliance)	Campus Safety	34
FAC	Central Plant Operator	Central Plant Operations	33
FAC	Civic Center Filming Coordinator	Facility Reservations and Event Services	36
FAC	Civic Center/Custodial Assistant	Facility Reservations and Event Services	18
PIO	Communications/Customer Service Coordinator III	Communications Center	34
CCC	Communications/Customer Service Coordinator III (CCC)	CCC	34
PIO	Communications/Customer Service Technician II	Communications Center	24
PIO	Communications/Customer Service Technician II (47.5%)	Communications Center	24
PIO	Communications/Customer Service Technician II (60%)	Communications Center	24

CCC	Communications/Customer Service Technician II (CCC)(55%)	CCC	24
CCC	Communications/Customer Service Technician II (CCC)(72.5%)	CCC	24
BS	Contract/Risk Management Technician II (47.5%)	Contracts, Procurement & Risk Management	32
IT	Coordinator I	Enterprise Applications	56
INST	CTE Coordinator II	Career Technical Education	32
FAC	Custodian II	Custodial	15
FAC	Custodian II (Day Shift)	Custodial	15
FAC	Custodian II (Graveyard Shift)	Custodial	215
FAC	Custodian II (Late Swing Shift)(CCC)	Custodial	15
FAC	Custodian II (Restroom Specialist)	Custodial	15
FAC	Custodian II (Swing Shift)	Custodial	15
FAC	Custodian/Groundskeeper (CCC)	Custodial	15
IT	Data Analyst	Enterprise Applications	47
FAC	District Locksmith	Maintenance & Operations	37
FOUND	Donor Relations Coordinator III	Foundation	32
ECON	Economic Development Coordinator I	Economic and Workforce Development	30
SS	Enrollment Services Analyst	Student Services	46
FAC	Facilities Coordinator, Central Energy Services	Central Energy Systems	45
FAC	Facilities HVAC Systems Specialist	HVAC Systems	32
FAC	Facilities Utilization Lead	Facility Reservations and Event Services	40
UCEN	Front Desk Clerk I (47.5%)	University Center	1
INST	Grant and Enrollment Technician I (FS&ECE)	Early Childhood Education	23
PIO	Graphic Designer III	Graphic Design Center	30
FAC	Grounds/Landscape and Pesticide Technician	Maintenance & Operations	25
FAC	Grounds/Landscape Specialist	Maintenance & Operations	20
FAC	Grounds/Landscape Specialist (CCC)	Maintenance & Operations	20
INST	Health Professions Program Technician (Health Sciences)(47.5%)	School of Health Professions and Public Safety	25
IT	High Tech Center/Access Coordinator III	Infrastructure and Information Security	35
HR	Human Resources Coordinator (HRS)	Human Resources	40

HR	Human Resources Coordinator (Systems Support)	Human Resources	40
HR	Human Resources Technician (Employee Benefits)	Human Resources	30
HR	Human Resources Technician (Information Systems)(47.5%)	Human Resources	30
HR	Human Resources Technician (Systems Support)	Human Resources	30
HR	Human Resources Technician III	Human Resources	26
HR	Human Resources Technician III (75%)	Human Resources	26
IT	Information Technology Coordinator I (Computer Support)	Technology	40
IT	Information Technology Network Technician IV	Infrastructure and Information Security	36
IT	Information Technology Technician II (Computer Support)	Technology	32
IT	Information Technology Technician III (Computer Support)	Technology	34
IT	Information Technology Technician IV (Audio Visual)	Technology	36
IT	Information Technology Technician IV (Computer Support)	Technology	36
UCEN	Inreach/Outreach Coordinator III (47.5%)	University Center	34
INST	Instructional Laboratory Coordinator (Culinary Arts & Wine Studies)	School of Business	30
INST	Instructional Laboratory Coordinator (English)	The Learning Center	35
INST	Instructional Laboratory Coordinator (Instructional Software)	The Learning Center	34
INST	Instructional Laboratory Coordinator (Welding/Fabrication)	School of Applied Technologies	30
INST	Instructional Laboratory Coordinator I (Biological Sciences)	School of Mathematics, Sciences and Engineering	30
INST	Instructional Laboratory Coordinator I (Chemistry)	School of Mathematics, Sciences and Engineering	30
INST	Instructional Laboratory Specialist I (Photography)(40%)	School of Visual and Performing Arts	16
INST	Instructional Laboratory Technician (Art)	School of Visual and Performing Arts	25
INST	Instructional Laboratory Technician (Automotive Technology)	School of Applied Technologies	32
INST	Instructional Laboratory Technician (Biological Sciences)	School of Mathematics, Sciences and Engineering	25
INST	Instructional Laboratory Technician (Biological Sciences)(80%)	School of Mathematics, Sciences and Engineering	25
INST	Instructional Laboratory Technician (Biological Sciences)(CCC)	School of Mathematics, Sciences and Engineering	25
INST	Instructional Laboratory Technician (Chemistry)(47.5%)	School of Mathematics, Sciences and Engineering	25
INST	Instructional Laboratory Technician (Chemistry)(60%)	School of Mathematics, Sciences and Engineering	25

INST	Instructional Laboratory Technician (Chemistry)(CCC)	School of Mathematics, Sciences and Engineering	25
INST	Instructional Laboratory Technician (Computer Networking)	School of Applied Technologies	25
INST	Instructional Laboratory Technician (Earth, Space and Environmental Sciences)(72.5%)	School of Mathematics, Sciences and Engineering	25
INST	Instructional Laboratory Technician (Media Entertainment Arts Technology)	School of Visual and Performing Arts	25
INST	Instructional Laboratory Technician (Medical Laboratory Technician)(47.5%)	School of Health Professions and Public Safety	25
INST	Instructional Laboratory Technician (Microbiology and Biotechnology)	School of Mathematics, Sciences and Engineering	25
INST	Instructional Laboratory Technician (Microbiology/Biotechnology)	School of Mathematics, Sciences and Engineering	25
INST	Instructional Laboratory Technician (Photography)	School of Visual and Performing Arts	25
INST	Instructional Laboratory Technician (Physics and Earth Sciences)(CCC)	School of Mathematics, Sciences and Engineering	25
INST	Instructional Laboratory Technician (Physics/Engineering)(47.5%)	School of Mathematics, Sciences and Engineering	25
INST	Instructional Laboratory Technician (Physics/Engineering/MakerSpace)	School of Mathematics, Sciences and Engineering	25
INST	Instructional Laboratory Technician (Welding)(47.5%)	School of Applied Technologies	25
INST	Instructional Service Agreement Coordinator III	Instruction	32
INST	Instructional Support Coordinator III	International Services and Programs	35
INST	Instructional Support Coordinator III	Education Technology, Learning Resources & Online Education	32
INST	Instructional Support Coordinator III (TLC)	The Learning Center	32
INST	Instructional Support Program Coordinator	Instruction	35
INST	ISP Technician III	International Services and Programs	26
IT	IT Help Desk Specialist II (72.5%)	Technology	24
IT	IT Technician II (Computer Support)(CCC)	Technology	32
IT	Lead Information Technology Coordinator	Technology	50
SS	Lead Interpreter Specialist	Academic Accommodation Center	28
INST	Library Media Technician IV	Library	30
INST	Library/Media Technician I (CCC)(45%)	Library	16
INST	Library/Media Technician I (Public Service)(47.5%)	Library	16
INST	Library/Media Technician I (Public Service)(47.5%)	Library	16
INST	Library/Media Technician I (Technical Services)(37.5%)	Library	16

FAC	Maintenance Worker III	Maintenance & Operations	30
FAC	Maintenance Worker III (CCC)	Maintenance & Operations	30
FAC	Maintenance Worker III (Swimming Pool Technician)	Maintenance & Operations	30
FAC	Maintenance/Facilities Lead (VLC and CCC)	Maintenance & Operations	43
PIO	Media Designer III (District Communications)(72.5%)	Public Information	30
IT	Network Engineer/Analyst I	Infrastructure and Information Security	56
SS	Nurse (Health Center)	Student Health & Wellness	50
INST	Nutrition Specialist (Center for Early Childhood Education)	Early Childhood Education	16
INST	Online Education Coordinator	Education Technology, Learning Resources & Online Education	40
BS	Payroll Coordinator	Payroll Services	47
BS	Payroll Technician II	Payroll Services	30
PD	Professional Development Technician II	Professional Development	24
ECON	Program Coordinator (ETI)	Employee Training Institute	28
INST	Program Coordinator (STEM)(72.5%)	School of Mathematics, Sciences and Engineering	30
INST	Program Coordinator I (72.5%)	Personal and Professional Learning	28
SS	Program Specialist II	Athletics	28
INST	Program Specialist II (72.5%)	Personal and Professional Learning	30
INST	Program Specialist II (Distance Education Captioning and Transcription Grant)(60%)	Education Technology, Learning Resources & Online Education	30
ID	Program Specialist II (Institutional Effectiveness Initiative)	Institutional Effectiveness	30
INST	Program Specialist III	International Services and Programs	32
SS	Program Specialist III	Financial Aid	35
IT	Programmer	Enterprise Applications	44
PIO	Public Information New Media Journalist	Public Information	30
PIO	Reprographics Coordinator	Reprographics Center	36
PIO	Reprographics Press Operator	Reprographics Center	24
PIO	Reprographics Press Operator (Electronic Prepress)	Reprographics Center	24
PIO	Reprographics Press Operator II	Reprographics Center	26
PIO	Reprographics Technician II (Digital Print Operator)	Reprographics Center	21

ID	Research Analyst	Institutional Research, Planning, and Institutional Effectiveness	40
ID	Research Analyst (Diversity, Equity, and Inclusion)	Institutional Research, Planning, and Institutional Effectiveness	40
BS	Senior Accountant	Business Services	50
BS	Senior Buyer	Contracts, Procurement & Risk Management	39
BS	Senior Contract/Risk Management Technician II	Contracts, Procurement & Risk Management	44
HR	Senior Human Resources Generalist	Human Resources	52
INST	Senior Instructional Laboratory Technician (Biological/Physical Sciences) (CCC)	School of Mathematics, Sciences and Engineering	28
INST	Senior Instructional Laboratory Technician (Chemistry)	School of Mathematics, Sciences and Engineering	28
IT	Senior Programmer/Analyst	Enterprise Applications	60
ID	Senior Research Analyst	Institutional Research, Planning, and Institutional Effectiveness	59
ID	Senior Research Analyst	Institutional Research, Planning, and Institutional Effectiveness	59
SS	Student Services Accounting Technician I	Student Business Office	22
INST	Student Services Coordinator I	Employment Center (Career Center)	32
SS	Student Services Coordinator I	Campus Life & Student Engagement	28
SS	Student Services Coordinator I (ASG Computer Lab)(CCC)	Campus Life & Student Engagement	28
SS	Student Services Coordinator I (CalWORKs)	EOPS/CARE/CalWorks/Rise	28
SS	Student Services Coordinator I (PE and Athletic Equipment)	Athletics	28
INST	Student Services Coordinator I (Service Learning)	Career Technical Education	28
SS	Student Services Coordinator I (Transcripts/Athletic Eligibility)(CCC)	Admissions & Records	28
SS	Student Services Coordinator II	Student Business Office	32
SS	Student Services Coordinator II (Academic Advising - Noncredit)(72.5%)	Personal and Professional Learning	30
SS	Student Services Coordinator II (Academic Advisor)	Student Outreach, Engagement and Onboarding	30
INST	Student Services Coordinator II (CWEE)	Employment Center (Career Center)	32
INST	Student Services Coordinator II (Employment Specialist)	Employment Center (Career Center)	30
SS	Student Services Coordinator II (Outreach and School Relations)	Student Outreach, Engagement and Onboarding	32
SS	Student Services Coordinator III	Transfer Center	34
SS	Student Services Coordinator III	Veterans Resource Center	36

SS	Student Services Coordinator III (Athletic Trainer)	Athletics	36
SS	Student Services Coordinator III (Off-Site Education)	Student Outreach, Engagement and Onboarding	36
SS	Student Services Coordinator III (Scheduling and Reporting System)	Student Services	35
SS	Student Services Coordinator III (Statistics and Recruiting Coordinator/Asst Football Coach)	Athletics	36
SS	Student Services Coordinator III (Veterans' Certifications)	Veterans Resource Center	36
SS	Student Services Coordinator IV	Admissions & Records	38
SS	Student Services Coordinator IV	Financial Aid	38
SS	Student Services Coordinator IV (CCC)	Admissions & Records	38
SS	Student Services Coordinator V	Admissions & Records	40
SS	Student Services Coordinator V (Lead Technical Support)	Student Business Office	40
SS	Student Services Operations Analyst	Student Services	44
SS	Student Services Program Specialist II	Academic Accommodation Center	30
SS	Student Services Program Specialist III	Student Health & Wellness	35
SS	Student Services Specialist I	Admissions & Records	16
SS	Student Services Specialist I	Personal and Professional Learning	16
SS	Student Services Specialist I (47.5%)	Student Business Office	16
SS	Student Services Specialist I (ASG Computer Lab)(47.5%)	Campus Life & Student Engagement	16
SS	Student Services Specialist I (VLC/CCC)(72.5%)	Student Business Office	16
SS	Student Services Specialist II	EOPS/CARE/CalWorks/Rise	18
SS	Student Services Specialist II	Financial Aid	18
SS	Student Services Specialist II (62.5%)	Academic Accommodation Center	18
SS	Student Services Specialist II (ASG Computer Lab)	Campus Life & Student Engagement	18
SS	Student Services Specialist II (Medical Receptionist)	Student Health & Wellness	18
SS	Student Services Specialist II (Scholarships)	Financial Aid	18
SS	Student Services Specialist III (Case Management)(47.5%)	Student Health & Wellness	20
SS	Student Services Specialist III (Parking Enforcement)	Campus Safety	20
SS	Student Services Technical Analyst	Admissions & Records	46
SS	Student Services Technician I	Academic Accommodation Center	22

SS	Student Services Technician I	Campus Safety	22
SS	Student Services Technician I (EOPS/CARE)	EOPS/CARE/CalWORKs/Rise	22
SS	Student Services Technician I (Medical Assistant)	Student Health & Wellness	22
SS	Student Services Technician I (Off-Site Education)	Admissions & Records	22
SS	Student Services Technician I (Outreach)	Student Outreach, Engagement and Onboarding	22
SS	Student Services Technician I (PE/Locker/Equipment Technician)	Athletics	22
SS	Student Services Technician II	Campus Life & Student Engagement	24
SS	Student Services Technician II	Veterans Resource Center	24
SS	Student Services Technician II (80%)	Veterans Resource Center	24
SS	Student Services Technician II (Canyons Promise)(72.5%)	Student Services	24
SS	Student Services Technician II (Document Imaging)	Admissions & Records	24
SS	Student Services Technician II (Faculty Liaison)	Admissions & Records	24
SS	Student Services Technician II (Residency)	Admissions & Records	24
SS	Student Services Technician II (Transcript/Degree/Imaging Evaluator)	Admissions & Records	24
SS	Student Services Technician III	Admissions & Records	26
SS	Student Services Technician III	Counseling	26
SS	Student Services Technician III	Financial Aid	26
SS	Student Services Technician III	Personal and Professional Learning	26
SS	Student Services Technician III (Certificate and Degree Eligibility)	Admissions & Records	26
SS	Student Services Technician III (Degree Audit Evaluator)	Admissions & Records	26
SS	Student Services Technician III (Degree Audit Evaluator)	Admissions & Records	26
SS	Student Services Technician III (Degree Audit Evaluator)(57.5%)	Admissions & Records	26
INST	Student Services Technician III (ISP)	International Services and Programs	26
IT	System Administrator I	Infrastructure and Information Security	42
IT	System Administrator III	Infrastructure and Information Security	52
IT	Systems Security Administrator	Infrastructure and Information Security	60
FAC	Telecommunications Engineer	Telecommunications	52

INST	The Learning Center Coordinator II (Athletics Mentor)	The Learning Center	30
INST	The Learning Center Instructional Laboratory Coordinator (Math)	The Learning Center	35
INST	The Learning Center Specialist II (60%)	The Learning Center	18
INST	The Learning Center Specialist II (72.5%)	The Learning Center	18
INST	The Learning Center Testing Specialist III (72.5%)	The Learning Center	20
INST	The Learning Specialist III	The Learning Center	20
INST	Ticketing and Patron Services Clerk III (PAC)(47.5%)	Performing Arts Center	12
FAC	Warehouse Mechanic/Mail Technician	Maintenance & Operations	28
FAC	Warehouse/Mail Technician I	Maintenance & Operations	22
IT	Web Application Programmer/Analyst	Enterprise Applications	56
IT	Web Developer	Infrastructure and Information Security	56
IT	Web Programmer/Analyst	Enterprise Applications	56

APPENDIX C: CLASSIFIED STAFF PERFORMANCE EVALUATION FORM

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
CLASSIFIED EMPLOYEE EVALUATION

Name: _____

Date: _____

Job Title: _____

Evaluation Type: _____

Dept: _____

Evaluation Period: _____

From: _____ To: _____

	Exceeds Standard	Meets Standard	Needs to Improve	Unsatisfactory	N/A
1 QUALITY OF WORK					
Accuracy, neatness, thoroughness					
Oral or written expression					
2 WORK KNOWLEDGE					
Appropriate skill level					
Information/Training used on the job					
3 QUANTITY OF WORK					
Amount					
Timely completion of work/efficiency					
Multi-tasking					
4 WORK HABITS					
Attendance, observance of work hours					
Observance of safety rules & regulations					
Compliance with work instructions					
Informs supervisor of work status					
Organizational skills					
Adherence to District policy (i.e. laws, safety regulations, board policy and admin. procedures, etc.)					
5 PERSONAL RELATIONS					
Working with others in a professional manner					
Meeting and handling the public					
Personal appearance					
Treats people of diverse backgrounds with respect					
Helpfulness, cooperation, good communication skills					
6 INITIATIVE					
Performance in new situations or with new work methods					
Performance with minimal instruction/supervision					
7 SUPERVISORY ABILITY (Coordinating/Lead Personnel Only)					
Planning and assigning					
Training and instructing					
Fairness and impartiality					

Complete all of the following sections:

Use comments to describe employee's strengths, weaknesses, and accomplishments beyond the standard work requirements. Ratings of Unsatisfactory or Needs to Improve must be substantiated by comments and a written plan for improvement. Number each comment to pertain to the appropriate area (factor) of evaluation rating, if applicable.

Direct Supervisor's Comments on unit member's overall performance:

New job related skills or examples of superior performance since last evaluation.

Specific areas of improvement needed.

Recommendations for development activities (training, education, skill upgrading).

Overall Performance Rating: _____

Unit Member's Response:

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement with the ratings and that I have the right to attach to this report my comments, which I will submit within ten days. Both evaluation and comments will be placed in my personnel file.

Employee's Signature: _____ **Date:** _____

Direct Supervisor's Signature: _____ **Date:** _____

Date Reviewed by Direct Supervisor and Employee: _____

Administrator's Signature: _____ **Date:** _____

Send original to Human Resources Department. Make one copy for employee.

APPENDIX D: TOTAL COMPENSATION WORKSHEET

**California School Employees Association
Appendix D: Total Compensation**

Total Compensation Calculation Worksheet

The Total Compensation Calculation worksheet will be prepared by the District at the start of negotiations and provided to CSEA. The District will use Tentative or Adopted Budget data for the year being negotiated, depending on the timing of negotiations, and H&W Census information as of June 1st of the prior fiscal year – which correlates most closely with Tentative Budget salary and benefit data.

Health and Welfare Pool Balance Calculation

The Health and Welfare Pool Balance Calculation worksheet will be prepared by the District and provided to CSEA as soon as Health and Welfare renewal rates are available.

TOTAL COMPENSATION DEFINITIONS

1) **Full Time & Permanent Part Time Salaries (Including Steps) – All Funds:**

The District will use the most current available fiscal information for all funds for the year being negotiated. Depending on the timing of negotiations, the full-time salaries and steps will be based on Tentative or Adopted Budget.

The sum of

- Total FT and PPT Salaries for Budget Funded Unit member positions
 - Before Step increases
- Step Increases
 - Based on actual placement, calculated using Budget Position Control.

2) **Other Compensation:**

Other categories of compensation will be based on the same budget, Tentative or Adopted Budget, used for salaries and steps:

The sum of

- Reclassifications
- Overtime Compensation/Paid out Comp Time
- PPT Additional Hours
- Vacation Cash Out
- Educational Incentives

3) **Number of Employees – As of June 1st H&W Census:**

- Full Benefits: Includes Full-Time and PPT employees eligible for Full Benefits
- Employee Only Benefits: Includes PPT employees eligible for Single party benefits

- 4) **Health & Welfare Benefits and Negotiated Contribution:**
- Employee Only Benefits – Actual Costs as of June 1st H&W Census: Medical, Dental, Vision, Life
 - Used for Permanent Part-Time Employees who receive employee-only benefits.
 - Health & Welfare Negotiated Contribution – Average Per Person (APP):
 - Multiplies the prior year Negotiated H&W Contribution x June 1st H&W Census employees eligible for full benefits.
- 5) **Total Compensation Base – The Sum of:**
- Full-Time & Permanent Part-time Salaries – All Funds - Before Steps
 - Steps
 - Other Compensation
 - Employee Only Benefits – Actual Cost for PPT Employees
 - Total Negotiated H&W Contribution (Average Per Person Negotiated Contribution x Total FT and PPT employees eligible for Full Benefits)
- 6) **Negotiated Total Compensation Augmentation and Percentage:**
The percentage negotiated for the fiscal year and applied to the Total Compensation Base to calculate the Total Compensation Augmentation.
- 7) **Total Compensation Allocation – Cost Proposals:**
Proposals are made for increases to H&W Benefits or Other Compensation. The total Cost Proposals are deducted from the Total Compensation Augmentation. The balance is available for Salary Schedule Increase.
- 8) **Salary Schedule Percentage Increase:**
- This percentage increases each cell of the current CSEA Salary Schedule B and is calculated as:

$$\frac{\text{Balance Available for Salary Schedule Increase \$}}{\text{Divided by (Unit Member FT and PPT Salaries + Step Increases)}} = \text{Salary Schedule Increase \%}$$

HEALTH AND WELFARE DEFINITIONS

- 9) **Negotiated Health and Welfare Contribution Rate – Average Per Person (APP):**
The current year Negotiated Health and Welfare Contribution Rate – Average Per Person (APP) is determined by increasing (if applicable) the prior year per person Negotiated Health and Welfare Contribution Rate by a negotiated average increase.
- 10) **Health and Welfare Estimated Cost:**
- **Estimated Cost for PPT** – Eligible for Employee Only Benefits – based on health and welfare selections updated as of June 1st H&W Census.

- **Estimated Cost for Full-Time/PPT Employees** – Calculated as total annual health and welfare costs for full-time unit members, and permanent part-time unit members eligible for full health and welfare benefits, based on their health and welfare selections updated as of June 1st H&W Census.
- **Funded Vacant Positions** that are included in the Tentative and/or Adopted budget, depending on timing, and new Full-Time and Permanent Part-Time members eligible for Full Benefits who have not yet made health and welfare selections based on a June 1st census are estimated at two-party HMO (choice with the lowest cost), two-party Delta Dental, two-party VSP, and employee life coverage.

11) **Health and Welfare Negotiated Contribution:**

The sum of:

- The Current Year Negotiated Health and Welfare Contribution Rate multiplied by the number of employees eligible for Full Benefits based on a June 1st census date.
- Actual cost for Permanent Part-time employees eligible for “employee only” health and welfare benefits based on a June 1st census date.

12) **Health and Welfare Pool – Excess or (Shortfall):**

- The difference between Health and Welfare Pool Costs and the Health and Welfare Negotiated Contribution.

13) **Pool Balance Carry Forward from Prior Year:**

The Prior Year’s Health and Welfare Ending Pool Balance (must be zero or a positive value).

14) **Health and Welfare Pool Balance:**

- Calculated by adding the Pool Balance Carry Forward from Prior Year to the Estimated Health and Welfare Pool Balance.
- Positive Health and Welfare Ending Pool Balances may carry forward to the next year or may fund one-time expenses through negotiations.
- Negative pool balances must be addressed by one or more of the following:
 - 1) Making Health Benefit plan changes that would lower the overall premium;
 - 2) Initiating and/or modifying unit member payroll deductions; and/or,
 - 3) Increasing the Negotiated Health and Welfare Contribution.

15) **Tenthly Payroll Deductions:**

- Unit member payroll deductions based on a methodology determined by CSEA that offset H&W costs and increase the Pool Balance.

16) **Total H&W Pool Balance:**

- Final H&W Pool Balance after taking into account any unit member payroll deductions.

TOTAL COMPENSATION FORMULA

TOTAL COMPENSATION FORMULA – Based on Tentative or Adopted Budget, depending on timing, and June 1st H&W Census

Includes all Funded Positions

Total Unit Member Salaries, Full Time (FT) & Permanent Part Time (PPT), before Step Increases \$

+ Step Increases \$

+ Reclassifications \$

+ Overtime Compensation/Paid Out Comp Time \$

+ PPT Additional Hours \$

+ Vacation Cash Out \$

+ Educational Incentives \$

= **Subtotal – FT & PPT Salaries and Other Compensation**

+ Employee Only H&W Contribution for PPT Employees – Actual Costs \$

+ “APP” Negotiated H & W Contribution X Number of FT & PPT Eligible for Full Benefits \$

= **Total Compensation Base \$**

X Negotiated Total Compensation Augmentation Percentage %

= **Total Compensation Augmentation \$**

HEALTH AND WELFARE POOL BALANCE FORMULA

Includes all Funded Positions

Current Year Negotiated H&W Contribution for FT and PPT eligible for full benefits \$

+ H&W Contribution for PPT with employee only benefits at actual cost \$

- H & W Estimated Cost \$

= **H & W Pool Balance Excess or (Shortfall) \$**

+ Pool Balance Carry Forward from Prior Year \$

= **H&W Ending Pool Balance \$**

+ Offset by Tenthly Payroll Deductions

= **Total H&W Ending Pool Balance \$**

CSEA: Total Compensation Calculation
FY 2021-2022

1) FULL-TIME & PERMANENT PART-TIME SALARIES - ALL FUNDS (2021-2022 Tentative Budget)		% of Total Comp	
Salaries before Step Increases		80.67%	23,677,526
Step Increases		2.00%	587,472
SUBTOTAL FT AND PPT SALARIES (Used for Salary Schedule Percentage Increase Calculation)		82.67% A	24,264,998
2) OTHER COMPENSATION (2021-2022 Tentative Budget)			
Reclassifications		0.20%	60,000
Overtime Compensation/Paid Out Comp Time		1.80%	528,185
PPT Additional Hours		0.23%	66,237
Vacation Cash Out		0.85%	250,000
Educational Incentives		0.10%	30,000
SUBTOTAL - OTHER COMPENSATION		3.18%	934,422
SUBTOTAL - FT & PPT SALARIES AND OTHER COMPENSATION		85.86%	25,199,420
3) NUMBER OF EMPLOYEES AS OF 6/1/21 H&W CENSUS			
Permanent Part-Time Employees (PPT) - Eligible for Employee Only Benefits	31		
Full-Time and Permanent Part-Time Employees (FT and PPT) - Eligible for Full Benefits	287	D	
4) HEALTH & WELFARE BENEFITS AND NEGOTIATED CONTRIBUTION			
Employee Only Benefits (PPT) - Actual Cost		0.78% E	\$ 228,753
Health & Welfare Negotiated Contribution: Avg Per Person (APP)* - (FT and PPT)	\$ 13,667	13.36% B	\$ 3,922,429
SUBTOTAL - FT AND PPT H&W BENEFITS and NEGOTIATED CONTRIBUTION		14.14%	\$ 4,151,182
5) TOTAL COMPENSATION BASE - Salaries, Other Compensation and H&W Negotiated Contribution		100.00%	\$ 29,350,602
6) NEGOTIATED TOTAL COMPENSATION AUGMENTATION AND PERCENTAGE		5.260%	\$ 1,543,842
7) Total Compensation Allocation - Cost Proposals			
		0.00%	\$ -
Ongoing Contribution to Health and Welfare		0.097%	\$ 28,400
One-Time Contribution to Health and Welfare		0.000%	\$ -
		0.10%	\$ 28,400
BALANCE AVAILABLE FOR SALARY SCHEDULE INCREASE		5.16%	\$ 1,515,442
8) A: SALARY SCHEDULE % INCR (BALANCE AVAILABLE FOR SALARY SCHEDULE INCR/SUBTOTAL FT AND PPT SALARIES)			6.25%
9) NEGOTIATED HEALTH & WELFARE CONTRIBUTION RATE - Avg Per Person (APP)			
2020-21 Negotiated FT/PPT* Total H&W Contribution	B	\$ 3,922,429	
Increase to Total H&W Contribution: On-Going Funds	C	\$ 28,400	
2021-22 Negotiated Total FT/PPT* H&W Contribution	\$ 3,950,829		
Divided by Number of FT/PPT* Employees as of 6/1/21	D	287	
2021-22 Negotiated FT/PPT* H&W Contribution "Hard Cap"	\$ 13,766		
<i>*Includes PPT employees eligible for full benefits</i>			
H&W POOL BALANCE CALCULATION			
Estimated Health & Welfare Cost per FT/PPT* Employee 2021-2022 (from H&W Pool)			
10) 2021-2022 H&W ESTIMATED COST			
Est H&W Cost for PPT Employees 2021-2022 (with employee only benefit eligibility)	31	\$ 228,752.50	E
Estimated Number of FT/PPT* Employees	287		
Estimated Health & Welfare Cost Based on	\$ 15,609	\$ 4,479,910.80	
(Average per FT/PPT* Employee 2021-2022 from H&W Pool)			
TOTAL H&W COST - ESTIMATED AS OF 6/1/21			\$ 4,708,663
11) 2021-2022 H&W NEGOTIATED CONTRIBUTION			
Estimated H&W Contribution for PT Employees 2021-2022	31	\$ 228,752.50	
2021-2022 Negotiated Contribution to FT/PPT* Health & Welfare "Hard Cap"	287	\$ 13,766	
TOTAL 2021-2022 CONTRIBUTION TO HEALTH & WELFARE	318	\$ 3,950,842.00	\$ 4,179,595
12) 2021-2022 H&W POOL - EXCESS OR (SHORTFALL)			
One-Time Funds Added to H&W Pool			\$ (529,069)
13) Offset by 2020-2021 Pool Balance Carryforward			\$ 140,720
14) Total H&W Pool Balance Ending 2021-2022 (Before Payroll Deductions)			\$ (388,349)
15) EMPLOYEE PAYROLL DEDUCTIONS - TENTHLY			
	# of Employees	Monthly Deduction	Number of Months
Offset by Tenthly Payroll Deductions - Cash In Lieu	2	-	10
Offset by Tenthly Payroll Deductions - Employee Only (Kaiser)	67	-	10
Offset by Tenthly Payroll Deductions - Employee + Children (Kaiser)	63	79.28	10
Offset by Tenthly Payroll Deductions - Employee + Spouse (Kaiser)	19	139.43	10
Offset by Tenthly Payroll Deductions - Employee + Family (Kaiser)	27	353.81	10
Offset by Tenthly Payroll Deductions - Employee Only (Anthem HMO)	34	-	10
Offset by Tenthly Payroll Deductions - Employee + Children (Anthem HMO)	17	96.05	10
Offset by Tenthly Payroll Deductions - Employee + Spouse (Anthem HMO)	17	154.81	10
Offset by Tenthly Payroll Deductions - Employee + Family (Anthem HMO)	22	379.96	10
Offset by Tenthly Payroll Deductions - Employee Only (Anthem PPO)	26	77.49	10
Offset by Tenthly Payroll Deductions - Employee + Children (Anthem PPO)	8	237.01	10
Offset by Tenthly Payroll Deductions - Employee + Spouse (Anthem PPO)	3	349.53	10
Offset by Tenthly Payroll Deductions - Employee + Family (Anthem PPO)	6	724.65	10
Offset by Tenthly Payroll Deductions - Employee Only (Delta Dental)	92	-	10
Offset by Tenthly Payroll Deductions - Employee + One (Delta Dental)	99	18.35	10
Offset by Tenthly Payroll Deductions - Employee + Family (Delta Dental)	97	33.23	10
Offset by Tenthly Payroll Deductions - Employee Only (United Concordia)	10	-	10
Offset by Tenthly Payroll Deductions - Employee + One (United Concordia)	4	2.83	10
Offset by Tenthly Payroll Deductions - Employee + Family (United Concordia)	9	11.48	10
Offset by Tenthly Payroll Deductions - Employee Only (Vision Service Plan)	104	-	10
Offset by Tenthly Payroll Deductions - Employee + One (Vision Service Plan)	102	3.03	10
Offset by Tenthly Payroll Deductions - Employee + Family (Vision Service Plan)	104	6.86	10
Subtotal - Payroll Deductions			\$ 453,048.30
16) Total H&W Pool Balance ending 2021-2022		Pool Balance →	\$ 64,700
<i>*Includes PPT employees eligible for full benefits</i>			

APPENDIX E: SCCCD BOARD POLICY & PROCEDURES: CATASTROPHIC LEAVE

BP 7345 Catastrophic Leave Program

Reference:

Education Code Section 87045

The Board authorizes implementation of a catastrophic leave program to allow administrators, full-time faculty and permanent classified employees to donate their accrued, unused sick leave to the Catastrophic Leave Bank for catastrophically ill or injured administrators, full-time faculty, and permanent classified employees who are eligible, and who have completely exhausted other paid leave benefits. The program is voluntary.

The CEO shall establish administrative procedures to administer the program that comply with the requirements established by the Education Code. The administrative procedures shall assure that the program is administered in a nondiscriminatory way.

Replaces Board Policy 817

See Administrative Procedures 7345

Approved: 5/14/08, Revised: 3/22/17

Next Review Date: Spring 2023

AP 7345 Catastrophic Leave Program

Reference:

Education Code Section 87045

- a. A catastrophic illness or injury is one which totally incapacitates the employee from work or totally incapacitates an employee's spouse, child, parent, whether or not they live with the employee or another family member living in the same household as the employee.
- b. Catastrophic illness or injury may include, but is not limited to, heart attack, stroke, kidney failure, cancer, incapacitating disease (e.g. AIDS), major surgery and/or treatment for life threatening illness or hospitalization as a result of a severe automobile or other accident.
- c. Any mental stress related to illness, normal pregnancy, and normal illness such as colds, flu, allergies, etc. shall be excluded.
- d. If the employee is unable to return to work due to his/her own illness, the employee is not eligible for catastrophic leave until an application is made for disability or service retirement.

Eligibility to Receive Catastrophic Leave:

- a. All administrators, full-time faculty and permanent classified staff are eligible employees. Temporary employees are not eligible to participate either as a donor or recipient.
- b. Exhaustion of all available paid leaves. Any leave accrued while on catastrophic leave shall be used before donated leave.
- c. Catastrophic leave will run concurrently with FMLA/CFRA/PDL Leave.
- d. Employee is not eligible for workers' compensation or long-term disability benefits.
- e. Employee on catastrophic leave is not eligible to receive other district paid holidays.

Requesting Catastrophic Leave:

- a. The employee must complete a Catastrophic Leave Request Form, attach medical verification from a licensed physician which defines the catastrophic illness or injury (including the estimated date of return), and submit all documentation to the Benefits Coordinator in the Human Resources Office.
- b. The employee is entitled to receive all hours donated at the time of solicitation providing the donated leave does not exceed the actual time needed or six (6) months. An employee is eligible to receive no more than twelve (12) months of paid leave to include all paid leaves.
- c. If the catastrophic leave is for the employee, he/she will use all paid leaves accrued on a monthly basis while on paid leave as a result of a catastrophic leave.

Catastrophic Leave Donation Eligibility:

- a. A donation is granted and accepted on the basis of time for time, not to include a dollar value. (All time donated shall be credited on a day for day or hour for hour basis regardless of pay differentials between donating employee and recipient).
- b. Employees may donate accrued sick leave.
- c. Donation must be a minimum of one (1) day (eight hours) initially, and in one day (eight hour) increments thereafter.
- d. The donating employee must, after donation, retain a minimum of a two-year's worth of accrued, unused sick leave from prior accumulations.
- e. The donating employee shall execute and file with the Human Resources Office a form authorizing and irrevocably assigning the donated leave to the Catastrophic Leave Bank.
- f. Leave donated and not used by the requesting employee will be banked for future employees.
- g. Terminating employees may donate to the Catastrophic Leave Bank.

Catastrophic Leave Procedure:

- a. The Human Resources Office will verify the information submitted on the Request for Catastrophic Leave form.
- b. The catastrophic leave request will be reviewed by the Chief Human Resources Officer to determine if the criteria have been met.

Annual Solicitation:

Eligible employees may contribute during the open enrollment period which will be the month of October (October 1 through the last working day of the month).

Special Solicitation:

- a. If there is an insufficient leave balance in the Catastrophic Leave Bank, following the approval of a catastrophic leave request, the Human Resources Office will send a memo to all administrators, full-time faculty and permanent classified staff employees requesting donations.
- b. The request for donations will not include the recipient's name and must be kept confidential unless permission is given by the employee. Other information related to the request will be kept confidential.

Termination of Catastrophic Leave:

- a. Donated leave has been exhausted.
- b. Employee has been in paid catastrophic leave status for six (6) months.
- c. Resignation.
- d. Service or disability retirement of the employee.
- e. Death of the ill or injured person.
- f. Notification by the employee that the bank utilization is no longer needed.

Administrative Procedure approved: 5/14/08, revised: 3/22/17

APPENDIX F: NOTICE OF DEFENSE

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS**

NOTICE OF DEFENSE

I, _____(name), am in receipt of the Notice of Disciplinary Action (which includes the Statement of Charges and Notice to Respondent) that was served on me by the Santa Clarita Community College District on _____(date).

After having received the action, I am requesting the following:

Check One: The District to proceed with the disciplinary action as presented

OR

A Hearing before the District's Governing Board, or its designated representative, based on my denial of all charges.

Open Hearing **OR** Closed Hearing

I declare that the above indicates my final response to the District on this matter:

Date

Signature of Declarant/Employee

RETURN TO:

Human Resources Office
College of the Canyons
26455 Rockwell Canyon Rd.
Santa Clarita, CA 91355

RETURN BY _____(date)

APPENDIX G1: CLASSIFIED EMPLOYEE ALTERNATE WORK SCHEDULE

CLASSIFIED EMPLOYEE ALTERNATE WORK SCHEDULE AGREEMENT

Any deviation from the traditional five (5) day, forty (40) hour work week is by advance mutual consent of the employee and management, by written agreement no less than five (5) working days prior to the start date of the alternate schedule (Article 8, Section F.1.)

Name of Classified Employee: _____

Name of Immediate Management Supervisor: _____

Request for an Alternate Workweek Schedule for the following period:

Start Date: _____ End Date*: _____

*(*Should either party wish to terminate the agreement, they shall do so by providing written notice five (5) working days in advance.)*

Please indicate the proposed schedule 9/80 10/80 4/40 Customized

Complete **1st WEEK** and **2nd WEEK** for the 9/80, 10/80 or customized plans.

Complete **1st WEEK** for the 4/40 plan.

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

By signing this form, I acknowledge that I am waiving my overtime rights in relation to the schedule above. Any hours worked in addition to those above will be subject to overtime rules

EMPLOYEE SIGNATURE

DATE

I approve the requested Alternative Work Week Schedule.

MANAGEMENT SIGNATURE

DATE

Return copy to Human Resources, Copy to CSEA President (review only)

APPENDIX G2: ALTERNATIVE WORK SCHEDULE – REMOTE WORK



Alternative Work Schedule - Remote Work

The Santa Clarita Community College District encourages the use of Remote Work Alternate Work Schedules. Managers and Supervisors should think creatively to find ways to support the needs of their unit members throughout this process, and to work constructively with the members to identify actionable schedules.

A unit member may work remotely up to a maximum of 50 percent of their regular work assignment. A unit member may review this agreement with the Association before it is finalized. Should either party wish to terminate and/or modify the agreement they shall do so by providing written notice ten (10) working days in advance. Article 8, Section F2.

General Work Arrangement

Name of Classified Employee: _____

Name of Immediate Management Supervisor: _____

Request for an Alternate Remote Workweek Schedule for the following period:

Start Date: _____ End Date: _____

Unit member understands that the Agreement to permit remote work will be reviewed continuously during the period by the manager/supervisor and is subject to the terms and conditions of the contract.

Should either party wish to terminate the agreement, they shall do so by providing written notice ten (10) working days in advance of the termination date. Unit Member will return to their regular, District work location beginning on the workday immediately following the termination date.

The following conditions apply:

Unit Member’s remote work schedule is:

Example:

	Day of the Week	Start Time	End Time	Location	Start Time	End Time	Location	Total Hours
<i>Example (Other variations may occur)</i>	Monday	8:30am	12:30pm	VLC	1:00pm	5:00pm	Remote	8
	Tuesday	8:30am	5:00pm	Remote				8
	Wednesday	8:30am	12:30pm	Remote	1:00pm	5:00pm	VLC	8
	Thursday	8:30am	5:00pm	VLC				8
	Friday	8:30am	12:30pm	VLC	2:00pm	6:00pm	Remote	8

Week 1	Day of the Week	Start Time	End Time	Location	Start Time	End Time	Location	Total Hours
	Monday							
	Tuesday							
	Wednesday							
	Thursday							
	Friday							
Week 2 <i>(Leave blank if same as Week 1)</i>	Day of the Week	Start Time	End Time	Location	Start Time	End Time	Location	Total Hours
	Monday							
	Tuesday							
	Wednesday							
	Thursday							
	Friday							

a. Unit member's primary remote work site location is: _____

b. Unit member's primary remote work phone number is: _____

While working remotely:

All bargaining unit members shall be expected to work their scheduled hours and be available for communication during the work period in accordance with the Contract and the Unit Member's job description, and the Unit Member will:

- remain accessible and available during normal working hours during the remote work schedule;
- in the event the District or Unit Member requires an unforeseen temporary schedule adjustment, both parties agree to make a good faith effort to accommodate the request.
- check in daily at the beginning and end of the shift, via email, with the manager/supervisor and to discuss status and open issues as requested;
- be available for video/teleconferences, scheduled on an as-needed basis;
- take rest and meal breaks, and notify manager/supervisor at the start and finish of the breaks, via email as requested, while working remotely in full compliance with all applicable policies or collective bargaining agreements.

Requests for overtime, sick leave, vacation or other leaves must be approved by the supervisor in accordance with the applicable contract and District procedures.

Safety & Equipment; Information Security

Unit Member agrees to maintain a safe, secure, and ergonomic work environment and to report work-related injuries to Unit Member's manager/supervisor at the earliest reasonable opportunity. Unit Member agrees to hold the District harmless for injury to others at the alternate work site. Regarding space and equipment purchase, set-up, and maintenance for telecommuting purposes:

1. **Adhere to all District policies, procedures, contracts, and all labor laws** applicable to work assignment including but not limited to breaks, meals, and overtime.
2. **Ensure that District needs take precedence over the home office schedule**, and that the business needs of the District are adequately met.

3. **E-mail correspondence and phone calls should be the primary communication method for this work from home agreement.** An employee, depending on classification and work location, may be required to utilize video/web conference systems to facilitate communications. The District shall provide training and necessary equipment to facilitate video/web communications.
4. **Establish and maintain a safe home office environment** applying ergonomic and safety practices.
5. **Supplies should be requisitioned through the employee's department.** If a requisition is not possible, an employee needs supervisor approval before purchasing and will retain receipt for reimbursement.
6. **Employer will provide Workers' Compensation benefits.** In the event the employee is injured during the work from home agreement work hours, the employee will contact his/her supervisor to report the injury and complete the Workers' Compensation Incident Report Form.
7. **Employer will provide disability accommodation.** District policies and protocols regarding disability accommodation continue to apply. If an employee believes any reasonable accommodations is needed while working at home, the employee may contact Human Resources.
8. **Unit Member is responsible for** providing space, telephone, and basic Internet capabilities at the remote location.
9. **Unit Member agrees to comply with Board Policies and procedures** regarding personal use of equipment, to protect District-owned equipment, records, and materials from unauthorized access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.
10. **Unit Member agrees to report to Unit Member's manager/supervisor** any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
11. **Unit Member understands** that all equipment, records, and materials provided by the District shall remain the property of the District.
12. **Unit Member agrees to bring or send District-owned** equipment, records, and materials to campus within ten (10) business days of termination of this agreement. Within two (2) business days of written notice, Unit Member must return District- owned equipment for inspection, repair, replacement, or repossession.
13. **With reasonable notice and at a mutually agreed upon time,** the District may make on-site visits to Unit Member's remote work location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of District property.

I hereby affirm by my signature that I have read this Alternative Work Schedule Remote Work Agreement and understand and agree to all of its provisions.

Unit Member Signature

Date

Manager/Supervisor Signature

Date

Executive Cabinet Signature

Date

APPENDIX H1: CLASSIFIED EMPLOYEE INITIATED RECLASSIFICATION QUESTIONNAIRE



**CLASSIFIED EMPLOYEE INITIATED
RECLASSIFICATION QUESTIONNAIRE**

All completed questionnaire packets must be received in Human Resources with all signatures in place by 4:00 p.m. on the first business day in April or October of each year.
No questionnaires will be accepted after these respective that dates.

Article 27 of the Negotiated Agreement between CSEA and the District allows for employees to request reclassification of their position when their jobs change and they are consistently performing duties which are not consistent with those defined in their job description. In order to be eligible for a reclassification, unit members:

- Must have been employed by the District for at least one (1) year.
- Must not have been reclassified within the last two (2) years.
- Must have been performing the out of classification duties for at least six (6) months prior to April 1st or October 1st dependent upon the reclassification submission date.

This questionnaire is designed to help the reclassification committee evaluate the changes in your job duties. Please provide detailed descriptions of your duties and provide examples. You may attach additional pages if necessary. Please provide a revised job description showing the change in your duties with this questionnaire, if you desire.

Please contact the Director, Recruitment and Employee Services, in the Human Resources office at ext. 3426 to request a copy of your current job description.

SECTION A: General Information/Current Positions

Name _____ Date _____

How long have you been employed by the District? _____ Years _____ Months
(Count all locations where you have worked and all permanent classified positions held.)

What department are you currently working in? _____

What is your current position? _____

What are your current work hours? _____

How long have you been in this position? _____ Years _____ Months

Current Salary Schedule Placement	Range	Step	Monthly Salary
_____	_____	_____	_____

Who is your immediate supervisor?
(This must be a management employee) _____

Which management employee completes your evaluation?
(This manager needs to sign reclassification application) _____

SECTION B: New and/or Additional Job Duties

1. List the new and/or additional job duties you feel warrant reclassification of your position. A new and/or additional job duty is a responsibility you have, an action you take, or a combination of several tasks you take in performing your job that are not included on your current job description.

An increase in the volume of work that corresponds to duties already listed on your job description does not in and of itself constitute a new or additional job duty.

2. You must have been performing these new and/or additional duties for at least **6 months** prior to April 1st or October 1st dependent upon the reclassification submission date to qualify for a reclassification.
3. Assign each duty a frequency rating based on how frequently you perform that duty.

Frequency Ratings:

- | | |
|--------------------------------|-----------------------------------|
| D = Daily | BM = Bi-Monthly (every 2 months) |
| W = Weekly | Q = Quarterly |
| BW = Bi-Weekly (every 2 weeks) | SA = Semi Annually (2 times/year) |
| M = Monthly | A = Annually |

List duties you do most frequently first and end with those that you do least frequently. Do not worry about making the order precise. Use additional pages if necessary.

	New and/or Additional Job Duty	Frequency
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SECTION C: Supervision

1. Check the ONE category below which best describes the amount of supervision you RECEIVE on your job:

IMMEDIATE SUPERVISION: You work in the presence of your supervisor or in a situation of close control and easy reference. Work assignments are given with explicit instructions or you have pre-established procedures to follow. You make few, if any, deviations from established practice without checking with your supervisor.

MODERATE SUPERVISION: Your assigned duties require the exercise of judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action. You may or may not work in the presence of your supervisor (this is a very broad category).

GENERAL SUPERVISION: You receive general instructions regarding the scope of the approach to projects or assignments, but the procedures and techniques to use are left to your discretion. This category is usually for technical and professional positions where employees operate with a reasonable degree of independence.

Supervision Continued:

2. Describe three important or significant decisions you make **FREQUENTLY** and **INDEPENDENTLY** in the course of your job:

1.	
2.	
3.	

3. Please list the employee name(s) and job title(s) of any positions that you provide direction to as part of your job (include all classified personnel and student workers).

--

SECTION D: Self Assessment

Based on the information provided in this questionnaire, what job classification do you think most accurately reflects your job duties and why? (Use additional sheets, if necessary)

**SECTION E: Required Signatures
SUBMITTED BY:**

_____ Date: _____
Employee Signature

This reclassification request must be forwarded to your supervisor for comment. Your supervisor has up to 10 working days to respond. The supervisor then forwards this form to the appropriate executive cabinet administrator, who has an additional 10 working days to respond.

The signed and completed form, including the supervisor's and the executive cabinet administrator's comments and signatures must be returned to the employee within 20 working days of being submitted to the supervisor. The employee is then responsible for submitting the completed request to Human Resources by 4:00 p.m. of the first business day in April or October.

SUPERVISOR RESPONSE:

Supervisors – You must forward this completed document to the Executive Cabinet level Administrator within ten (10) working days of receipt

I agree completely with the employee's analysis and support this reclassification request.

I agree somewhat with the employee's analysis and support this reclassification request.
See comments below.

I disagree with the employee's analysis. See comments below.

Supervisor Comments (Use additional sheets, if necessary):

Supervisor Signature

Date

Supervisor Printed Name

NOTE: The signature above needs to be the management employee who completes your annual evaluation.

EXECUTIVE CABINET ADMINISTRATOR RESPONSE:

I agree completely with the employee's analysis and support this reclassification request.

I agree somewhat with the employee's analysis and support this reclassification request. See comments below.

I disagree with the employee's analysis. See comments below.

Executive Cabinet Administrator Comments (Use additional sheets, if necessary):

_____ Date _____
Executive Cabinet Administrator Signature

Executive Cabinet Administrator Printed Name

Executive Cabinet level Administrators – You must forward this completed document to the classified employee within 10 working days of receipt.

SECTION F: Employee’s Final Comment

This section is not required if you agree with your supervisor’s comments above. If you disagree with any or all of your supervisor’s comments you may make a final comment in the space provided here (Use additional sheets, if necessary).

_____ Date: _____
Employee Signature



**MANAGEMENT-INITIATED
CLASSIFIED EMPLOYEE RECLASSIFICATION REQUEST**

All requests must be approved by the unit member, supervisor, and executive cabinet level administrator. Incomplete management-initiated reclassification packets will not be reviewed. All completed questionnaire packets must be received in Human Resources with all signatures in place by 4:00 p.m. on the first business day in April or October of each year. No questionnaire will be accepted after these respective dates.

Please see Article 27 for provisions regarding the Management-initiated reclassification process.

SECTION A: General Information/Current Positions

Employee Name					Date	
					Effective Date	
How long has Employee been employed in the position?		Years		Months		
Department						
Position Title						
Proposed Position Title						
Current salary schedule placement	Range		Step		Monthly Salary	
Proposed Salary Schedule Placement	Range		Step		Monthly Salary	
Supervisor Name						

SECTION B: Required Documentation

1. This questionnaire is designed to help Human Resources and the Classification Review Committee evaluate the basis of the reclassification and changes in job duties proposed. The manager initiating the reclassification must provide the following:
 - **A completed management-initiated reclassification request form.**
 - **A “draft” job description using the current job description and tracked changes showing the change in duties.**
 - **Both of the documents above must be signed by both the unit member and the manager initiating the reclassification.**
2. For guidance drafting the revised job description, determining the appropriate job title, and or salary placement, they may contact the Director or Recruitment and Employee Services, in the Human Resources Office to schedule a meeting. The bargaining unit member shall be invited to attend the meeting. Please schedule this meeting well in advance of the questionnaire deadline of April 1st and October 1st.
3. Assign each duty a frequency rating based on how frequently they will perform that duty.

Frequency Ratings:

D	=	Daily	BM	=	Bi-Monthly (every 2 months)
W	=	Weekly	Q	=	Quarterly
BW	=	Bi-Weekly (every 2 weeks)	SA	=	Semi Annually (2 times/year)
M	=	Monthly	A	=	Annually

List duties they do most frequently first and end with those that they do least frequently. Do not worry about making the order precise. Use additional pages if necessary.

4. An increase in the volume of work that corresponds to duties already listed on the job description does **not, in and of itself**, constitute a new or additional job duty.

1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SECTION C: Supervision

1. Check the ONE category below which best describes the amount of supervision they RECEIVE in their current job:

IMMEDIATE SUPERVISION: They work in the presence of their supervisor or in a situation of close control and easy reference. Work assignments are given with explicit instructions or there are pre-established procedures to follow. The employee makes few, if any, deviations from established practice without checking with their supervisor.

MODERATE SUPERVISION: Their assigned duties require the exercise of judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action. They may or may not work in the presence of their supervisor (this is a very broad category).

GENERAL SUPERVISION: They receive general instructions regarding the scope of the approach to projects or assignments, but the procedures and techniques to use are left to their discretion. This category is usually for technical and professional positions where employees operate with a reasonable degree of independence.

2. Describe three important or significant decisions they make **FREQUENTLY** and **INDEPENDENTLY** in the course of their job:

1.	
2.	
3.	

3. Please list the employee name(s) and job title(s) of any positions that they provide direction to as part of their job (include all classified personnel, short-term employees, and student workers).

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SECTION D: Supervisor Justification

Based on the information provided in this questionnaire, provide justification for the reclassification and what job classification you think most accurately reflects these job duties and why? (Use additional sheets, if necessary)

SECTION E: Required Signatures

SUBMITTED BY:

Supervisor Signature	Date:
Unit Member Signature	Date:
Executive Cabinet Level Administrator Signature	Date:

This management-initiated reclassification request and all supporting documentation in Section B above, must be provided to the unit member. This reclassification request must be agreed to by the unit member, the manager, and the Executive Cabinet level administrator, as signified by the signatures above. The supervisor is responsible for submitting the completed request and documentation to Human Resources by the due date listed in Article 27.

If there is not agreement between the unit member, manager, and Executive Cabinet level administrator, the management-initiated reclassification will not move forward. Please see Article 27 for information about filing a unit-member-initiated reclassification request or seeking a working out of classification stipend.

SECTION F: Required Signatures for Classification Committee Amendments

Supervisor Signature

Date: _____

Unit Member Signature

Date: _____

Executive Cabinet Level Administrator Signature

Date: _____

If the classification review committee changes the proposed description, job title, or salary range, the bargaining unit member, executive level cabinet administrator and manager will be notified and required to sign Section F prior to submittal to the board of trustees.

APPENDIX I: PERMANENT PART-TIME CLASSIFIED EMPLOYEES PRORATION OF HOLIDAYS

Reference: CA Education Code Sections 88035

Permanent Part-Time Definition

Salaried Employee: Permanent Part-Time Classified Employees are salaried employees who are paid an annual salary based on a prorated amount established by the Classified Represented Salary Schedule “B”.

Work Week: The Permanent Part-Time salary is based on a fixed number of hours to be worked each year, based on weekly assignments. Permanent Part-Time Classified Employees are scheduled to work less than 100% of a full-time work schedule as illustrated below:

100% FT Classified: 8.0 hrs/day x 5 days/wk = 40 hrs/wk x 52 weeks/yr = 2,080 hrs/yr
80.0% PPT Classified: 6.4 hrs/day x 5 days/wk = 32 hrs/wk x 52 weeks/yr = 1,664 hrs/yr
72.5% PPT Classified: 5.8 hrs/day x 5 days/wk = 29 hrs/wk x 52 weeks/yr = 1,508 hrs/yr
60.0% PPT Classified: 4.8 hrs/day x 5 days/wk = 24 hrs/wk x 52 weeks/yr = 1,248 hrs/yr
50.0% PPT Classified: 4.0 hrs/day x 5 days/wk = 20 hrs/wk x 52 weeks/yr = 1,040 hrs/yr
47.5% PPT Classified: 3.8 hrs/day x 5 days/wk = 19 hrs/wk x 52 weeks/yr = 988 hrs/yr
20.0% PPT Classified: 1.6 hrs/day x 5 days/wk = 8 hrs/wk x 52 weeks/yr = 416 hrs/yr

Holiday Leave Defined – Proration Based on Permanent Part-Time Work Schedule

Permanent Part-Time Classified Employees will receive a fixed number of Holiday leave hours each year, allocated equally between 16 Holidays which are established in Article 22 of the contract. These Holidays will be paid on a prorated basis using the Permanent Part-Time employment percentage in relation to full time (100%), examples are listed below:

100% FT Classified: 16 Days/Yr x 8.0 Hrs = 128.0 Hrs/16 Holidays = 8.0 Hrs per Holiday
80.0% PPT Classified: 16 Days/Yr x 6.4 Hrs = 102.4 Hrs/16 Holidays = 6.4 Hrs per Holiday
72.5% PPT Classified: 16 Days/Yr x 5.8 Hrs = 92.8 Hrs/16 Holidays = 5.8 Hrs per Holiday
60.0% PPT Classified: 16 Days/Yr x 4.8 Hrs = 76.8 Hrs/16 Holidays = 4.8 Hrs per Holiday
50.0% PPT Classified: 16 Days/Yr x 4.0 Hrs = 64.0 Hrs/16 Holidays = 4.0 Hrs per Holiday
47.5% PPT Classified: 16 Days/Yr x 3.8 Hrs = 60.8 Hrs/16 Holidays = 3.8 Hrs per Holiday
20.0% PPT Classified: 16 Days/Yr x 1.6 Hrs = 25.6 Hrs/16 Holidays = 1.6 Hrs per Holiday

Education Code 88035:

All probationary and permanent part-time classified employees shall be entitled to sick leave, and all other benefits conferred by law on classified employees. Part-time employees shall be entitled to all leaves and benefits granted by the governing board to a majority of the regular full-time employees in the classified service of the district or to regular full-time employees in the same classified positions or general class of positions; but such leaves and benefits may be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to eight hours per day, 40 hours per calendar week, four calendar weeks per month, or 12 calendar months during the school year.

Salary Based on Established Work Week Hours (Above)

- Permanent Part-Time employees are paid based on an established work week/hours (above)
- Hours paid must total the established work week hours and can include a combination of worked hours, holiday hours or leave hours.
- Hours that exceed the established work week/hours are paid at PPT additional hours or as comp time, as approved by the supervisor.

Examples – 47.5% PPT – 19 Hours/Week

47.5% PPT	Mon	Tues	Wed	Thur	Fri	Total Hrs
Regular Work Schedule	3.8	3.8	3.8	3.8	3.8	19 Hrs
Regular Work Schedule with Holiday	3.8	3.8	3.8	3.8	Holiday (3.8)	19 Hrs Paid
Modified Work Schedule/Holiday-Comp	6.3	6.3	6.4		Holiday (3.8)	19 Hrs Paid 3.8 Hrs Comp Earned
Modified Work Schedule/Holiday-Leave			6.3	6.3	Holiday (3.8) Leave (2.6)	19 Hrs Paid (Work, Holiday, Leave)
Modified Work Schedule/Holiday-Extra Work Hours			7.6	7.6	Holiday (3.8)	19 Hrs Paid (Work, Holiday)

Examples – 60% PPT – 24 Hours/Week

60% PPT	Mon	Tues	Wed	Thur	Fri	Total Hrs
Regular Work Schedule	4.8	4.8	4.8	4.8	4.8	24 Hrs
Regular Work Schedule with Holiday	4.8	4.8	4.8	4.8	Holiday (4.8)	24 Hrs Paid
Modified Work Schedule/Holiday-Comp	6.0	6.0	6.0	6.0	Holiday (4.8)	24 Hrs Paid 4.8 Hrs Comp
Modified Work Schedule/Holiday-Leave		6.0	6.0	6.0	Holiday (4.8) Leave (1.2)	24 Hrs Paid (Work, Holiday, Leave)
Modified Work Schedule/Holiday-Extra Work Hours		6.0	6.0	7.2	Holiday (4.8)	24 Hrs Paid (Work, Holiday)

APPENDIX J1: EDUCATIONAL INCENTIVE PROGRAM: ADVANCED PROGRAM APPROVAL FORM

Date of Request:

/ /

**CLASSIFIED EMPLOYEE
EDUCATIONAL INCENTIVE PROGRAM APPROVAL FORM**

Employee Name:			
Position/Title:			
Degree Objective:	<input type="checkbox"/> Associate's Degree <input type="checkbox"/> Bachelor's Degree <input type="checkbox"/> Master's Degree <input type="checkbox"/> Ph.D. <input type="checkbox"/> Ed.D. <input type="checkbox"/> Other Doctoral degree Specify Other Doctoral Degree:		
College/University:			
Major/Program Emphasis:			
Date Program Begins:		Estimated Completion Date:	
Describe how this program will benefit you in your work at College of the Canyons:			

Please attach a catalog description of your program to this request.

Employee Signature: _____

Date: _____

Asst. Sup/VP, Human Resources: _____

Date: _____

Process Notes:

- Return signed form to the Human Resources Office.
- Form requires Assistant Superintendent/V.P., Human Resources approval prior to start of program.

Distribution: Human Resources (Original) Supervisor Administrator Employee CSEA

**CLASSIFIED EMPLOYEE
EDUCATIONAL INCENTIVE PROGRAM INSTRUCTIONS**

Approval must be obtained prior to the start date of the program. The Educational Incentive Approval form is available on the intranet site or may be obtained from the Human Resources Office. The employee should complete the form and submit it to the Human Resources Office. Approval from the Assistant Superintendent/V.P., Human Resources is required prior to beginning the program.

“An Educational Incentive Program Advanced Course Approval” form must also be completed for each course. Once the employee has completed 15 semester units (for an approved program), the employee should submit the “Educational Incentive payment submission” form to the Human Resources Office along with an official transcript reflecting the course(s), dates, and grade(s) earned. For those eligible for increases to their base pay rate, the increase will be effective on the 1st of the month following receipt by the Human Resources Office of the official transcript confirming the completion of courses and/or degree. Transcripts will be placed in the employee’s personnel file.

If there are any questions, please contact Cara Odell at ext. 3126.

APPENDIX J2: CLASSIFIED EDUCATIONAL INCENTIVE PROGRAM ADVANCED COURSE APPROVAL FORM

Date of Request:

/	/	/
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**CLASSIFIED EDUCATIONAL INCENTIVE PROGRAM
 ADVANCED COURSE APPROVAL FORM**

Submit to: Human Resources Office

From: Employee Name: _____
 Position/Job Title: _____
 Direct Supervisor: _____
 Administrator (if applicable): _____
 Executive Cabinet Member: _____

In accordance with Article 18 of the CSEA Agreement (Professional Growth), the following course is submitted for pre-approval (one course per form):

Course Title and Number	Days/Times	Units	Program & Educational Institution	Start and End Dates

Goal to be achieved in taking the identified course: _____

Will this course occur outside of your regularly scheduled work hours to qualify for incentive? YES NO

Obtain the following approvals prior to start date and submit the completed form to Human Resources:

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied- State reason below
Direct Supervisor's Signature	Date (must precede course start date)

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied- State reason below
Administrator's Signature (if applicable)	Date (must precede course start date)

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied- State reason below
Executive Cabinet Administrator's Signature	Date (must precede course start date)

If course is not approved, please state reason:

**SANTA CLARITA COMMUNITY COLLEGE DISTRICT
EDUCATIONAL INCENTIVE PROGRAM INSTRUCTIONS**

Pursuant to Article 18 of the CSEA contract, Classified Represented Employees who satisfactorily complete *pre-approved* courses from an accredited educational institution as part of an approved program towards a degree are eligible to receive a \$2,000 lump sum payment for each **15 semester units (22.5 quarter units)** completed, to a maximum of 75 units (*112.5 quarter units*).

- This updated **Advanced Course Approval Form** may be downloaded from the intranet or obtained in the Human Resources Office.
- **Advanced Course Approval Forms** must be completed by the employee, then approved, signed and dated by employee's direct supervisor, administrator (if applicable), and Executive Cabinet Administrator. Then the form must be submitted to the Human Resources Office **in advance of the course start date**, attention Cara Odell.
- A **copy** of each Advance Course Approval Form shall be retained by the employee. **(The employee shall take responsibility for ensuring that all signatures are obtained in advance of taking the course and that the form has been submitted to Human Resources.)**
- Employees shall track course completions and advise Human Resources when 15 semester units (or quarter equivalent) are successfully completed.
- Complete a **Classified Employee Educational Incentive Payment Submission Form** to submit to Human Resources. Proof of completion (along with Payment Submission Form) shall be in the form of an official college transcript submitted directly to the Human Resources Office or via the employee in an official sealed college envelope. Official transcripts submitted prior to the completion of the required units to receive the incentive payment will be placed into the employee's personnel file.
- Official college transcripts in support of the Educational Incentive Program shall be placed in the employee's personnel file. An unofficial copy of the transcript should be retained by the employee for his/her own records.
- **The mailing address for official transcripts is:**

College of the Canyons
Santa Clarita Community
College District 26455
Rockwell Canyon Road
Santa Clarita, CA 91355
Attn: Human Resources Office/Cara Odell

To ensure timely payment, transcripts must be addressed as indicated above.

APPENDIX J3: CLASSIFIED EMPLOYEE EDUCATIONAL INCENTIVE PAYMENT SUBMISSION FORM

Date of Request:

/ /

CLASSIFIED EMPLOYEE EDUCATIONAL INCENTIVE PAYMENT SUBMISSION FORM

Employee Name:	
Position/Title:	
Degree Objective	<input type="checkbox"/> Associate's Degree <input type="checkbox"/> Bachelor's Degree <input type="checkbox"/> Master's Degree <input type="checkbox"/> Ph.D. <input type="checkbox"/> Ed.D. <input type="checkbox"/> Other Doctoral degree Specify Other Doctoral Degree: _____
Has Degree Been Conferred?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, Date Degree Conferred:	

Please attach official transcript showing units completed.

For those eligible for increases after completion of a Master's or Doctorate degree, the increase will be effective on the 1st of the month following receipt by the Human Resources Office of the official transcript confirming the completion of courses and/or degree.

I have completed the following were pre-approved courses:

Term	School	Course ID	Course Title	Units
TOTAL UNITS SUBMITTED				

Employee Signature: _____ Date: _____

HR Office Use:		
Grades Verified _____	AA/ BA/ MA/ Doctorate: _____	MA/Doctorate degree complete- move to: _____
Transcripts Rec'd _____	Pmt # _____ of 5 max	Range/Step: _____ eff date: _____
HR Approval _____		

Return Signed Form to Human Resources Office.

APPENDIX K: CLASSIFIED TUITION REIMBURSEMENT



Date of Request

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**CLASSIFIED EMPLOYEE/RETIREE
COC TUITION AND MANDATORY FEES
REIMBURSEMENT FORM**

Employee Name (print):	
Current or Former Position Title:	

Per the CSEA Collective Bargaining Agreement, Article 18.G, the District will reimburse current unit members or unit retirees for the cost of tuition and mandatory fees up to a maximum of 9 credit units annually. Reimbursement will not be provided for units used towards Educational Incentives listed in Article 18.A

Please list the COC credit courses taken.

Term Taken	Course ID	Course Title	Units	Grade Received

You must submit the following documents to Human Resources within 60 days of completion of the course:

- 1. This completed form.**
- 2. Receipt for tuition and mandatory fees paid.**
- 3. Proof of grade(s) received in the course.**

Please allow 90 days to receive your reimbursement once your request has been submitted.

I attest that the above information is true to the best of my knowledge.

Employee Signature: _____ Date: _____

HR Office Use:	
Employment/Retiree Status verified: _____	Units/Grades Verified _____
Verified use of units: Ed incentive: _____	Reimbursement: _____
HR Approval _____	Date sent to SBO for reimbursement: _____

Return Signed Form and supporting documents above to the Human Resources Office.
Please retain a copy for your records.

SIGNATURE PAGE

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

NEGOTIATED AGREEMENT

This agreement, made and entered into this 19th day of January, 2022 by and between the Santa Clarita Community College District (“District”) and the California School Employees Association, Chapter 725 (“CSEA”) is as printed.

RATIFIED

California School Employees Association,
Chapter 725

Santa Clarita Community College District

Andrea Varney

Dianne G. Van Hook

Andrea Varney
President, CSEA Chapter 725

Dr. Dianne G. Van Hook
Chancellor

Jessica Morrow

Jessica Morrow (Feb 15, 2022 10:53 PST)

Jessica Morrow
Labor Relations Representative,
California School Employees Association










2020-2023 CSEA Contract BOT Approved 1.19.22

Final Audit Report

2022-02-15

Created:	2022-02-02
By:	Samantha Weber (samantha.weber@canyons.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2JudtSnYSOf-BzoVhmXhPvL5PW9dAowl

"2020-2023 CSEA Contract BOT Approved 1.19.22" History

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