

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF THE
MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
MT. SAN JACINTO CHAPTER #767

July 1, 2007 to June 30, 2010

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PREAMBLE

This is an Agreement made and entered into on the 1st day of July, 2008 between the Mt. San Jacinto Community College District, hereinafter referred to as "District" and the California School Employees Association and its Mt. San Jacinto Community College District Chapter #767, hereinafter referred to as "Association."

ARTICLE I: RECOGNITION

1.1 The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the Public Employees Relation Board, except the position of Book Store Supervisor which is properly excluded from the unit as a supervisory position. See Appendix "D."

ARTICLE II: DISTRICT RIGHTS

2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required and how they are to be selected; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities and make all space and office assignments; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work in accordance with the law, and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, suspend, terminate, and discipline unit members.

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

- 2.3 In cases of extreme emergency necessitating closure of the college, suspension of classes or other substantial disruption of District operations, any provisions of this Agreement conflicting with the necessary emergency procedures shall be suspended for the duration of the emergency. The District shall, within one (1) day or as soon as is practicable, meet with Association representatives and attempt to reach an agreement on which sections of this Agreement are affected and for what duration. For purposes of this section, the term "extreme emergency" shall mean sudden and unexpected calamities such as earthquake, fire, flood and other occurrences which interfere with normal operation of the college.

ARTICLE III: NO DISCRIMINATION

- 3.1 Neither the District nor the Association shall unlawfully discriminate against any unit member because of rights guaranteed by the Educational Employment Relations Act. Perceived acts of discrimination shall be addressed immediately. Such discrimination is subject to unfair practice procedures and shall be grievable under Article 13 of this Agreement.

ARTICLE IV: ASSOCIATION RIGHTS

- 4.1 The Association shall have the following rights in addition to any rights contained in other portions of the Agreement:
- 4.1.1 The right of access to areas in which employees work during non-duty hours, such as lunch and rest periods, provided there is no interference with District operations.
 - 4.1.2 The right to use institutional bulletin boards, and mail boxes and other means of communication, subject to reasonable regulations by the District.
 - 4.1.3 The right to use designated District facilities and equipment during release time or non-duty hours, subject to the established sign-up procedures and regulations, provided that all costs of materials are borne by the Association.
 - 4.1.4 Within sixty (60) days after the execution of this Agreement, the District shall print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided by the District, without charge, with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement. The District's obligation under this section will be met when the contract has been placed on the District's web-site at www.msjc.edu. The District will have available a limited number of hard copy contracts for members without access to the web-site containing the agreement.

- 4.1.5 Reasonable release time shall be available to authorized representatives of the Association to engage in bargaining and processing of grievances in accordance with the requirements of the Educational Employment Relations Act.
- 4.1.6 The Association's authorized representative shall be granted access to public documents in the possession of the District which relate to wages, hours and other terms and conditions of employment within the meaning of the Educational Employment Relations Act. Except as otherwise expressly required by law, such access shall be granted only during non-duty hours and at such times so as to minimize interference with normal District operations.
- 4.1.7 CSEA shall have the right to conduct an orientation session for new members of the district's classified bargaining unit conditioned upon the following:
1. CSEA will be provided dates and times the district anticipates conducting orientation for new employees.
 2. The district reserves the right to cancel and/or reschedule an orientation.
 3. Upon conclusion of the district orientation session, and not less than a five minute break, CSEA may conduct an orientation session for up to fifteen minutes.
 4. Employees will be advised by the district and CSEA that their attendance at the CSEA orientation is voluntary.
 5. CSEA shall be limited to release time for one employee conducting the orientation.

ARTICLE V: HOURS AND OVERTIME

- 5.1 Workweek/workday: The regular workweek of unit members shall be forty (40) hours and the regular workday eight (8) hours, exclusive of lunch. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. The District may establish a workday of less than eight (8) hours or a workweek of less than forty (40) hours for all or any of its classified positions. The District may establish a ten (10) hour per day, forty (40) hour, four-day consecutive workweek for unit members. The District shall establish the specific hours of employment, including beginning and ending times, for unit members at each work site, and a unit member's workweek or regular working hours (beginning and ending times) may be changed by the District for legitimate business reasons upon giving five (5) calendar days notice. The five (5) day notice

requirement shall not apply to emergency circumstances or to temporary scheduling changes in which cases reasonable notice shall be given.

5.2 Lunch Periods: Unit members on duty for four (4) consecutive hours or more shall be entitled to a duty-free lunch period. All unit members who are assigned a daily work schedule of six (6) hours or more are required to take a lunch period, unless an emergency situation arises. The lunch period shall not be less than thirty (30) minutes nor more than sixty (60) minutes and the District shall schedule lunch at or about the midpoint of a full-time unit member's workday, but not more than five (5) hours into the workday.

5.2.1 Unit members receive paid fifteen (15) minute breaks as outlined below. An unpaid lunch break of thirty (30) minutes to one (1) hour is available only when the individual works four (4) or more consecutive hours, based on the chart below.

5.2.2 Breaks are required. Lunch is required.

5.2.3 Breaks and lunch periods are scheduled by the supervisor.* The breaks should take place at the midpoint of the work period, or as close to the midpoint as possible given the need to provide duty coverage.

*

< 4 consecutive hours = no break/no lunch

4.0 to 5.5 consecutive hours = 15 minute paid break **or** ½ to 1 hour unpaid lunch break

6.0 consecutive hours = one 15 minute paid break **and** one unpaid lunch break

7.0 to 8.0 consecutive hours = two 15 minute paid breaks and one unpaid lunch

5.2.4 Whenever a break or lunch is interrupted, the time shall be made up in the same day.

5.3 Overtime (Hours): Overtime is any time required to be worked in excess of eight (8) hours in any one work day or ten (10) hours in any one work day of a four day work week and/or any time in excess of forty (40) hours in any calendar week. The District may provide either compensation or compensatory time off at a rate equal to one and one-half (1-1/2) times the regular rate of pay for unit members directed by the District to perform overtime work. Absent emergency circumstances, the District shall give the unit member advance notice of its election to grant compensation or compensatory time off. Unit members shall not be paid for unauthorized overtime unless the supervisor has knowledge that unsupervised work is being done and does nothing to prevent it. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off or other paid leaves of absence, shall be considered as time

worked by the unit member. When compensatory time off is authorized in lieu of compensation, such time off shall be taken, after prior approval of the immediate supervisor, within twelve (12) calendar months following the month the overtime was worked. Where the assignment of overtime would constitute an undue hardship on the unit member and the unit member objects, the supervisor shall attempt to identify other qualified unit members desirous of working overtime before directing such unit member to work overtime.

- 5.4 Overtime (Days): The workweek for any unit member having an average workday of four (4) hours or more during the week shall consist of no more than five (5) consecutive working days. Such a unit member shall be compensated for any work directed by the District to be performed on the sixth (6th) and seventh (7th) day following the commencement of workweek at a regular rate equal to one and one-half (1-1/2) times the regular times the regular rate of pay of the unit member. A unit member having an average workday of less than four (4) hours per day during a workweek shall, for any work required to be performed on the seventh (7th) day following the commencement of his\her workweek, be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay of such unit member.
- 5.5 Differential Pay: A unit member employed as a nighttime custodial crew member that has a regularly scheduled shift which encompasses any hours between 10:00 p.m. of one work day and 4:00 a.m. of the next calendar day, shall be entitled to receive a differential pay increase for those hours scheduled and actually worked which fall between 10:00 p.m. and 4:00 a.m. The amount of the differential pay shall be equal to one salary level increase on the “interim salary schedule” or three (3) salary level increases on the final salary schedule as adopted after the upcoming Classification/Salary study to be completed in the Fall 2001 semester. This differential pay will apply only to those hours actually worked which fall between 10:00 PM and 4:00 AM. Each unit member’s shift shall be eight and one-half (8½) hours in length and shall incorporate an unpaid 30-minute lunch period approximately at the mid-point of the shift.
- 5.6 A unit member may not receive differential pay for hours worked which are subsequently determined to be overtime or compensatory (comp) time.
- 5.7 Call-back: Call back is paid the same as regular hours worked at the employee’s current rate of pay, as well as overtime if applicable. Any unit member called back more than one (1) hour after the end of their regular shift will be compensated for a minimum of three hours or the actual hours worked whichever is greater.

ARTICLE VI: LAYOFF

6.1 In the event the District decides to implement a layoff, or a reduction in hours or voluntary demotion in lieu of layoff, such action shall be taken in accordance with the requirements of the Education Code and affected unit members shall be given the appropriate notice. Prior to implementing a layoff, the District shall give the Association notice at the same time the affected employee is notified.

6.2 Notice of Layoff (Seniority)

The District shall notify California School Employees Association (CSEA) as soon as possible of the proposed layoff prior to notification of affected employees. Following the Board action, employer shall meet with CSEA to review the seniority list, to review the said order of layoff, prior to effective date of layoff, and to negotiate the effects of said layoff.

The District shall notify CSEA of the proposed reduction in hours prior to the Board action, and shall meet with CSEA to negotiate effects of said reduction in hours within ten (10) working days after CSEA has been properly notified.

The District shall notify the affected employee(s) in writing not less than forty-five (45) days (forty-five days begins on postmark or personal delivery following Board adoption of Layoff Resolution) and that shall be not less than (45) days prior to the effective date of the layoff.

The written notice shall include:

- Reason for layoff;
- Effective date of layoff action;
- Seniority placement within class;
- Reemployment rights in same class and in lower classes in which an employee has served;
- Reemployment rights in a lower class in which an employee meets minimum qualification;
- Displacement rights, if any;
- Promotional rights;
- Service retirement options if over fifty (50) years of age;
- Unemployment Insurance Benefits.

6.3 Displacement of Bargaining Unit Work: It is agreed that the employer will not contract work to outside agencies as long as bargaining unit employees are in a layoff status, including but not limited to reduction of hours, layoff reemployment list, demotion to avoid layoff, and/or a change of classification to avoid layoff.

6.4 Maintenance of Benefits:

Health and Welfare: A voluntary reduction in hours to avoid layoff shall not result in loss of eligibility for district contributions to health benefits. Employees who elect service retirement in lieu of layoff shall be eligible for the district contribution toward the health insurance premium

for retirees. (See Contract, Article 8.2) The requirement for five (5) years of district service is waived for early service retirement to avoid layoff.

6.5 Order of Layoff:

The order of layoff shall be based on (seniority within classification) throughout the District. An employee with the least seniority shall be laid off first. Seniority shall be based on the permanent hire date, plus seniority. Seniority shall be based on hours in paid status in a class and higher related classes. "Hours in Paid Status" is service performed subsequent to date of hire as a regular employee. Service as a substitute, short-term employee, or student help shall not be included in hours of paid status.

6.6 Displacement Rights:

6.6.1 An employee laid off from his or her present class may displace the least senior employee in the class;

6.6.2 The least senior employee in a class may bump into a lower class in which the employee has served previously providing the employee has more seniority in the lower class than the least senior employee in the class.

6.6.3 An employee who cannot exercise a displacement right under a and /or b above, may displace another employee in the same family (lower included classification), as defined by the District, in a lower class, providing the laid-off employee has more seniority than the least senior person in the lower class, even though the laid-off employee has not had service in the lower class.

6.6.4 The displacement rights listed above are contingent upon the employee meeting the minimum qualifications as established for the position.

6.7 Equal Seniority: If two (2) or more employees in a class subject to layoff have equal seniority, the determination as to who shall be laid-off will be made on the basis of the greater bargaining unit seniority, or if that be equal, the greater hire date seniority, and if that be equal, then the determination shall be made by lot.

6.8 Reemployment Rights:

Laid off persons are eligible for reemployment for a period of thirty-nine (39) months in the class from which laid off or in a lower class in which they have served and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other person, defined or undefined, in this agreement. In addition, they shall have the right to apply for promotional positions and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff. An employee on a reemployment list

shall be notified of promotional opportunities in accordance with administrative regulations and contract provisions, also members are eligible for reemployment in a lower class in which they meet minimum qualifications for a thirty-nine (39) month period, and shall be reemployed in the reverse order of layoff.

6.9 Notification of Reemployment Opening:

Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the address given to the District by the employee, Or by personal contact, and the District shall notify CSEA after the third refusal for employment within the class from which the employee was laid off, his/her name shall be removed from employment list. It is the responsibility of the laid off employee to keep the District Human Resource Office informed of a current mailing address.

The laid off employee shall have his/her name restored to list upon written request to the Vice President of Human Resource.

6.10 Employee notification to District:

An employee shall notify the district of his or her intent to accept or refuse reemployment within five (5) working days following postmark of the reemployment notice or personal contact of such notice. If the employee accepts reemployment, the employee must report to work within fourteen (14) calendar days after acceptance. The District may extend these time frames for reasonable cause. An employee given notice of reemployment need not accept reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notified the District of refusal of reemployment within five (5) working days from receipt of the reemployment notice.

6.11 Voluntary Demotion or Voluntary Reduction in hours:

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

6.12 Layoff in Lieu of Displacing:

An employee who elects a layoff in lieu of displacing maintains his/her reemployment rights

under this agreement.

6.13 Rights during Involuntary 39 Month Reemployment List:

Upon return to work, the District shall disregard the break in service of the employee and classify him as, and restore to him all the rights, benefits, and burdens of a permanent employee in the class to which he is reinstated or reemployed.

6.14 Retirement in Lieu of Layoff:

An employee who is laid off may elect service retirement and the District shall notify PERS that retirement was due to layoff upon receipt of notification by the employee. Such employee shall within ten (10) workdays prior to the effective date of proposed layoff complete and submit a retirement form provided by the District for this purpose. This employee's name shall be placed on a reemployment list for thirty-nine (39) months.

ARTICLE VII: PAY AND ALLOWANCES:

Compensation shall include by definition: salary, step, statutory-fringe impact, health and welfare, and additional costs as related to this agreement.

7.1 Regular Rate of Pay

Unit members shall be compensated on the negotiated salary schedule according to the following:

7.1.1 Initial Salary Placement: New-hires and rehires may be placed on steps one (1) through three (3) of the restructured schedule, based on experience reasonably related to the position being filled. In classified specialist areas, the experience must be in the specialty. For example, someone in the Student Services Assistant classification must have full-time equivalent experience in Admissions and Records, Financial Aid, Counseling, Career Services or Student Government. Exceptions to this rule must be bargained with the appropriate bargaining unit.

7.1.2 Initial placement may be at step one (1) on the schedule when the experience level is less than one (1) year of experience, step two (2) for those with one or two years of experience, and step three (3) for those with more than two (2) years of experience.

7.1.3 Reclassifications: A reclassification is defined as the upgrading of a position to a higher classification or a result of gradual increase of duties being performed by the incumbent in such position. If the change occurs through reclassification or reorganization, the unit member will retain his/her step at the higher level unless it also is necessary to add steps, if steps are available, to provide at least a 10% increase in salary over that of the previous classification.

7.1.4 Annual Step Movement each unit member who was hired prior to January 1, 1996, advances one step (3%) each July 1. Each unit member hired after December 31, 1995, will have his/her hire date as the anniversary date. The 3% step advancement will be made on the first of the month following the anniversary date if the date is other than the first of the month. A step advancement may only be delayed if there is an evaluation factor that does not meet standards. A written remediation plan must be executed and approved by the Chief Human Resources Officer. The remediation period may not exceed six (6) months.

The Board of Trustees may take action to hold everyone at their current step due to fiscal considerations. Such action will be taken within 30 days of adopting the final budget (which normally follows within thirty days of passage of the State budget).

7.1.5 Professional Development: To promote professional development, all unit members may advance two steps for the first twelve (12) semester units of college-level work completed, and one step thereafter, for a maximum of four (4). Such units must be pre-approved by the Staff Development Committee, meeting the following criteria:

- a. The units must be approved prior to enrollment in the course(s)
- b. The units must be earned from an accredited institution.
- c. The units must be earned with a grade of at least a 'C'. Certain pass/fail and audit courses may be considered by the committee, where there is a mechanism for formal evaluation of performance.
- d. The units must be earned at a level above any degrees already obtained or can be clearly demonstrated that the courses will contribute to the professional qualifications of the employee; or will meet professional certification requirements of the position held. Those with a doctorate may only count units that are part of certificate programs.
- e. Continuing Education Units (CEU's), adult education, community education, continuing education, proprietary skills education, apprenticeship training, and the like, will be considered.
- f. The units must be paid for by the employee, (staff development funds or district funds may not be used for tuition/reimbursement), and coursework must be completed on the employee's time.

7.1.6 PERS Contribution: Effective July 1, 2008, the employee's statutory share of the Public Employee's Retirement System contribution shall be paid by the employee. Effective July 1, 2008, the provisions of 7.1.7 shall be extinguished.

7.1.7 Effective July 1, 2008, the provisions of 7.1.7 shall be extinguished.

7.1.8 Competitive Recruitment – If a unit member competes for an open position through the District’s recruitment procedures and is selected for the position, the following will apply:

Lateral recruitment – Any unit member who successfully applies for a voluntary lateral assignment will be placed at the level of the advertised assignment. Seniority will be retained (step placement).

Voluntary demotion – Any unit member who applies for an open recruitment classification which is at a lower level than their current classification will have their salary level lowered to the applicable classification. Seniority will be retained (step placement).

Higher classification – Any unit member who applies for and is subsequently selected for higher classification through open recruitment will be placed on the salary schedule at the level advertised. Seniority will be honored (step placement).

7.2 Payroll Errors

Any payroll error shall be corrected in a manner consistent with the requirements of the Education Code. In the event of an underpayment, the District shall, within five (5) workdays after receiving notice of such underpayment, provide the unit member with a statement of correction and a supplemental payment drawn against any available funds. In the event of an overpayment, the unit member shall sign a written payroll authorization providing for full reimbursement of the amount overpaid within a reasonable time which shall not exceed six (6) months, consistent with the 25% requirement of the Education Code.

7.3 Mileage

Unit members authorized to use their personal vehicles on District business shall be reimbursed pursuant to Board resolution regarding mileage reimbursement.

7.4 Compensation During Training

Any unit member required by the District to attend a training program beyond the regular workday or workweek shall be compensated for such extra hours at the appropriate rate of pay. The District shall reimburse the unit member for any registration fee, supplies, and transportation

costs (if such program is conducted off District premises) in connection with such training program.

7.5 Working Out of Classification

Any unit member required to work out of classification for a period of more than five (5) or more working days within a fifteen (15) day calendar period shall have his/her salary adjusted upward beginning on the sixth (6th) working day in the higher classification for the entire period he/she is required to work out of classification.

ARTICLE VIII: HEALTH AND WELFARE BENEFITS

8.1 The District shall make available life insurance to all eligible employees and health insurance plus dental insurance to all eligible employees and their eligible dependents. Employees are not eligible to enroll in group insurance plans as both an employee and as a dependent. All of an employee's eligible dependents must be enrolled in the same health or dental plan and may not be enrolled as dependents by more than one District employee.

The District shall contribute on behalf of each full-time unit member an amount not to exceed that shown in Appendix F annually toward the existing health, dental and life insurance plans. In the event the amount of the premiums exceeds the maximum District contribution for any participating unit member, the unit member shall pay the difference through payroll deduction.

8.2 Retiree Health Insurance: Full-time unit members (permanent assignment of 36-40 hours per week) who have served for at least five (5) consecutive years or the equivalent (See Article 8.3) as full-time employees of the District shall be eligible for early retirement benefits as set forth below.

8.2.1 In order to qualify for early retirement benefits, a unit member must meet the following conditions:

- a. Satisfy the requirements of paragraph 8.2 above.
- b. Be at least age fifty (50) at the time of retirement.
- c. Provide the immediate supervisor and the Human Resources Department at least three (3) months written notice of intent to retire.

8.2.2 Beginning the first day of the month following the unit member's retirement, the benefits set forth below shall be provided on behalf of the qualified retiree:

- a. The District shall contribute toward retiree coverage under the available District health insurance plan an amount equal to the annual District dollar contribution for single person coverage. The amount of the contribution shall be established at the

rate applicable in the first year of retirement and any increases in premium thereafter shall be paid by the retiree in a manner prescribed by the District. Failure of the retiree to pay such premium increases shall result in immediate loss of coverage.

- b. The amount of District contribution on behalf of the retiree shall be for ten (10) consecutive years following retirement, or until the retiree's death, or until termination of the retiree's death, or until termination of the retiree's participation, whichever occurs first.
- c. The providers and health insurance plan(s) shall be subject to change from year to year.
- d. The retiree shall pay for all costs of retiree's benefits not covered by the amount of District contribution, including deductible costs and dependent coverage.
- e. Retiree benefits shall be subject to all qualifications and requirements of the insurer.

8.2.3 As an alternative to the benefits provided above, the District shall, upon written request by the unit member prior to effective date of retirement, provide an option of a one-time payment of \$5,000 made in favor of the retiring unit member on or about the date of retirement in lieu of the health benefit program. The retiree, should this option be exercised, shall not be eligible for further participation in the health benefit program and this option shall be irrevocable.

8.2.4 The effective period of the program shall be for the term of the Agreement.

8.2.5 All unit members shall be provided \$20,000 life insurance paid by the District.

8.3 Permanent part-time members that have participated in the district Health Benefits Program for, at a minimum, the last five consecutive calendar years prior to voluntary retirement, and that earn the equivalent for full-time assignment shall also be eligible for early retirement benefits as outlined in Article 8.2.1 through 8.2.5.

ARTICLE IX: HOLIDAYS

9.1 The District agrees to provide all unit members with the following paid scheduled holidays:

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Winter Recess – which includes:

Christmas Day
Winter Recess
A day designated in lieu of Admission Day
Two (2) additional days during the winter recess as designated by the District
New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Spring Break
Memorial Day

When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. If the preceding Friday or succeeding Monday also happens to be a holiday, the holiday falling on Saturday or Sunday shall be observed on the preceding Thursday or succeeding Tuesday.

- 9.2 Holiday Compensation: A unit member required to work on any holiday shall be paid compensation, or granted compensatory time off, at the rate of one and one-half (1-1/2) times his regular pay in addition to the regular pay received for the holiday. Note: The calendar week starts on Sunday and ends on Saturday while the regular workweek begins on Monday and ends on Friday of that week.
- 9.3 Holiday Eligibility: A unit member must be in paid status on the working day immediately preceding or succeeding the holiday in order to be eligible to receive holiday pay. Note: Leave-without pay is not a paid leave status.

ARTICLE X: EVALUATION PROCEDURES/PERSONNEL FILES

- 10.1 Permanent unit members shall be evaluated by the District at least biennially (at least once every two years) typically within thirty (30) days before or after the unit member's anniversary date. However, any unit member, whose performance falls below standards in the overall rating, shall not advance an annual step on the salary schedule until the overall evaluation is rated as meeting standards. Also see Article X, section 10.6.
- 10.2 Unit members on probationary status shall be subject to evaluation at least twice, during the third month and fifth month of the probationary period.
- Evaluations of a permanent employee which result in denial or postponement of a pay increase shall be grievable to the extent they are alleged to violate the procedural aspects of the evaluation article. The substance of any such evaluation shall not be grievable. Under these circumstances,

evaluations of permanent employees which result in an overall rating of “unsatisfactory” or “needs improvement” may be subject to grievance to the extent they constitute procedural violations. All other alleged violations are specifically excluded from the grievance article of the Agreement.

Evaluations which result in denial of a step on the salary schedule must be procedurally accurate. Employees who are denied a step on the salary schedule under this article will receive another evaluation within 90 calendar days. If the overall evaluation is rated as meeting standards, the step gets reinstated on the date of the re-evaluation.

- 10.3 The evaluator shall be the unit member's immediate supervisor, unless otherwise designated by the District.
- 10.4 The evaluation shall be signed by the evaluator and the unit member being evaluated. The unit member's signature signifies only that the unit member has read the document, and has been provided the opportunity of attaching a written response which shall become part of the permanent record.
- 10.5 No evaluation of a unit member shall be placed in the unit member's personnel file without an opportunity for discussion between the unit member and the evaluator. A negative evaluation shall include specific recommendations for improvements. The unit member shall have the right to review any derogatory evaluation during working hours.
- 10.6 The District retains its prerogative to make additional evaluations, as it deems necessary.
- 10.7 Information of a derogatory nature shall not be entered or filed into a unit member's personnel file unless and until the unit member is given notice and an opportunity to review and comment thereon. The unit member shall sign and date such material to acknowledge receipt thereof. The unit member shall have the right to enter, and have attached to any such derogatory statement, his or her own comments thereon. Such review shall take place during normal business hours, and the member shall be released from duty for this purpose without salary reduction.
This section shall not apply to: 1) ratings, reports or records which were obtained prior to employment of the unit member; 2) material prepared by identifiable examination committee members; or 3) materials obtained in connection with a promotional examination.
- 10.8 An authorized representative of the CSEA may review a unit member's personnel file with the written consent of the unit member. The scheduling and extent of such review shall be the same as though the unit member were examining his own file.
- 10.9 The formal evaluation form to be utilized by the District is appended hereto as Appendix A.
- 10.10 This Article shall not be subject to the grievance procedure.

ARTICLE XI: LEAVES

- 11.1 **Bereavement Leave:** Unit members shall be entitled to a paid leave of absence, not to exceed three (3) days, or five (5) days if travel out of state or a round trip of over 500 miles is required, on account of the death of any member of his/her immediate family. Member of the immediate family means the mother, father, grandparent, or a grandchild of the unit member or the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member or any relative living in the immediate household of the unit member.
- 11.2 **Jury Duty:** Unit members required to be in court for mandatory jury duty during working hours shall be entitled to paid leave in the amount of the difference between the unit member's regular earning and the amount of juror's fees received, excluding allowances for meals, mileage, or parking. A unit member whose regular work shift begins prior to 3:00 p.m. must return immediately to the District if released from jury duty before the midpoint of his/her work shift. Unit members called for jury duty shall give the District at least 24 hours advance notice. The District may require unit members absent on jury duty to submit verification from the court indicating the reporting and release time.
- 11.3 **Military Leave:** A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Request for such military leave shall be made in writing and verified by a copy of the military orders requiring military duty.
- 11.4 **Sick Leave:** Full time unit members shall accrue twelve (12) days leave of absence for illness or injury each fiscal year.
- 11.4.1 Part-time unit members shall earn sick leave on a pro rata basis.
- 11.4.2 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 11.4.3 Female unit members who are in a paid status immediately preceding medically verified pregnancy disability and who return to active employment with the District immediately following the conclusion (release) from pregnancy disability following childbirth or miscarriage, shall be eligible to receive compensation at their regular rate of pay charged against credited sick leave for the workdays missed during the period of disability,

provided that the District receives medical status reports not less frequently than once each month during the period of disability on forms provided by the District.

- 11.4.4 If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.
- 11.4.5 Members of the bargaining unit absent due to surgery, serious injury or illness for more than five (5) consecutive assigned workdays shall be required to submit a medical release from a physician to their immediate supervisor prior to being permitted to return to work. A member absent for more than five (5) workdays shall notify the District of his/her approximate return date.
- 11.4.6 Members of the bargaining unit may be required to submit to medical examinations, at the District's expense, at the discretion of the District.
- 11.4.7 After exhaustion of all paid leave, the amount deducted from a member's salary shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence up to five (5) months from the first day of absence. The five (5) month period shall commence on the first day of absence.

11.5 Industrial Accident and Illness Leave: Unit members shall be entitled to industrial accident and illness leave in accordance with the following provisions:

- 11.5.1 A unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 11.5.2 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of this state, exceed the normal wage for the day. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the unit member shall endorse to the District wage loss benefit checks received under the Worker's Compensation laws of this state.
- 11.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave will then be used. If,

however, a unit member is still receiving Worker's Compensation benefits at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

11.5.4 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a re-employment list for a period of 39 months.

11.5.5 Leave under this section shall commence on the first day of absence and the District may require a physician's report as verification of illness or injury due to industrial accident or illness.

11.5.6 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the state of California unless the governing board authorizes travel outside the state.

11.6 Personal Necessity Leave: Seven (7) days of absence for illness or injury under Section 11.4 of this Agreement may be used by a unit member as personal necessity leave for important personal business which cannot be attended to outside the regular duty day. Such reasons may include, but not be limited to, any of the following:

- a. Death of a member of his/her immediate family.
- b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- c. Appearance in court as a litigant or as a witness under an official order.

No earned leave in excess of seven (7) days may be used in any school year for leave under this section. Request for personal necessity leave shall usually be submitted to the immediate supervisor for approval with the specific reason for the request. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any relative living in the immediate household of the unit member. If for good reason, the unit member may submit the request directly to the Chief Human Resources Officer. The Chief Human Resources Officer may approve the request on behalf of the supervisor.

11.7 Kin Care Leave: One-half of the absence for illness or injury under Section 11.4 of this Agreement may be used by a unit member as "Kin Care" leave to attend to the illness of a child, parent, or spouse of the employee. "Kin Care" is in addition to the personal necessity leave already provided in Section 11.6 (Labor Code § 233).

- 11.8 Catastrophic Leave: The District shall offer a catastrophic leave program for unit members. The District shall have the authority and responsibility to adopt the rules, regulations, and guidelines necessary to implement the program in conformance with Education Code § 87045.
- 11.9 Leave Conversion: Whenever a unit member can provide adequate information and/or documentation to verify that another leave, other than the one originally approved, is more appropriate the District shall convert the leave accordingly.
- 11.10 Unauthorized Leave: Any unit member absent without being on approved leave shall have deducted from his/her salary the appropriate amount covering such period. The District reserves the right to take any appropriate disciplinary action against such unit member.
- 11.11 Break in Service: No absence under any paid leave provisions of this article shall be considered as a break in service for any unit member who is in a paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 11.12 Additional Leave: The District may grant, in addition to the leaves set forth herein above, such additional leaves of absence, with or without pay, for such purposes and periods of time as it deems advisable.
- 11.13 Authorized Leave Verification: Prior to approval of any paid leave, the District may require a unit member to furnish a doctor's certificate, affidavit or other documentation, on forms prescribed by the District, as verification of illness or other reason for authorized leave. Verification may be required when the District has reason to question the validity of any request for approved leave.
- 11.14 Except for regular sick leave unit members are required to contact Human Resources prior to or immediately after entering any leave status under this Article. Human Resources will assist the unit member to properly document and report leaves authorized under this Article. In order to assist unit members and to ensure they are accorded the complete benefits associated with each category of leave, to which they are entitled, all unit members are required to contact HR prior to or as soon as practical, but no more than 3 days after beginning any leave of absence (paid or unpaid).

ARTICLE XII: TRANSFERS AND VACANCIES

12.1 Transfers

- 12.1.1 Involuntary Transfer: Transfers of bargaining unit members may be initiated by the administration at any time such transfer is in the best interest of the District as determined by the administration, only after consideration of all relevant factors, including the wishes of the employee and the hardship which may be imposed on the

employee because of distance, etc. The unit member involved shall be given seven (7) calendar days notice, absent emergency circumstances. If requested by the unit member, a conference will be held between the appropriate administrator and the unit member in order to discuss the reasons for the transfer.

12.1.2 Voluntary Transfers: The procedures for voluntary transfers shall be as follows:

12.1.2.1 Unit members who are qualified and desire to transfer to another position and/or location may apply for the vacant position with the Human Resources Office.

12.1.2.2 An approved transfer resulting from the request of a unit member shall not extend the probationary period of the probationary unit member.

12.2 Posting of Notices:

12.2.1 Notice of all job vacancies within the bargaining unit shall be advertised throughout the District on bulletin boards in prominent locations at each District work site.

12.2.2 The job vacancy notice shall remain posted for a period of six (6) full working days, during which time employees within the unit may file for lateral transfer.

ARTICLE XIII: GRIEVANCE PROCEDURE

13.1 A "grievance" is a formal written allegation, on the prescribed District form, by a grievant alleging he/she has been adversely affected by the interpretation, application and/or violation of this Agreement.

13.2 A "grievant" is a unit member or a unit member authorized to file a grievance on behalf of the Association.

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

13.4 The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant and who has been designated to adjust grievances.

13.5 Informal Level: A unit member's grievance must be submitted orally in an informal conference with the unit member's immediate supervisor within ten (10) days after the act or omission giving rise to the grievance, or ten (10) days after the unit member, through the exercise of reasonable diligence, should have had knowledge of the act or omission that gave rise to the grievance. At the time of the conference, the unit member may be accompanied by a CSEA representative.

13.6 Formal Level:

Step 1: If the matter is not resolved at the informal conference the grievant must, within ten (10) days after the informal conference, present his/her grievance in writing to his/her immediate supervisor. This shall be a clear, concise statement of the grievance, the decision rendered at the informal conference and the specific sections of the Agreement allegedly

violated, misapplied, and/or misinterpreted and the specific remedy sought. A grievance may include more than one (1) unit member provided the issue is the same.

The supervisor shall communicate his/her decision to the unit member in writing within ten (10) days after the receipt of the written grievance.

Step 2: In the event the grievant is not satisfied with the decision rendered by the supervisor, he/she may appeal the decision to the Chief Human Resources Officer or his/her designee in writing within ten (10) days after receipt of the supervisor's decision. This appeal must include a copy of the original grievance, the decision rendered by the immediate supervisor, and the reason for the appeal. The Chief Human Resources Officer, or his/her designee, will communicate a decision in writing within ten (10) working days after receipt of the appeal.

Step 3: In the event grievant is not satisfied with the decision rendered by the Chief Human Resources Officer or his/her designee, he/she may appeal the decision to the governing board within ten (10) working days after receipt of the decision. The appeal must include a copy of all grievance documents.

Within thirty (30) days after receipt of the appeal, the governing board shall hold a meeting between the administration and the grievant. Both parties shall be given an opportunity to present oral argument and the governing board, after reviewing the written record, shall render a decision which shall be final.

- 13.7 Representation: A unit member shall have the right to present grievances in accordance with these procedures with the assistance of the Association.
- 13.8 Association Notification: In any instance where the Association is not represented in a grievance, the Association shall be notified of the intended disposition of the grievance ten (10) days prior to final action by the District. The Association may respond in writing within the ten (10) day period.
- 13.9 Waiver: The failure of the grievant to act within the prescribed time limits stated in this Article will act as a waiver of the grievance.
- 13.10 Denial and Appeal: The failure of the District to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next step.
- 13.11 Expedited Grievance: In cases where the immediate supervisor is not involved, the grievance may be initiated at Step 2.
- 13.12 Grievance Forms: The appropriate grievance form is appended to this Agreement as Appendix B.

ARTICLE XIV: DISCIPLINE

- 14.1 **Disciplinary Procedures:** A permanent classified employee may be demoted, suspended, or dismissed by the Superintendent or his designee only for cause as provided in procedures set forth herein. This policy shall not apply to layoffs for lack of work or funds. The term "discipline," for purposes of this article, shall mean a suspension without pay for more than five (5) working days, involuntary demotion (except layoff), or termination.
- 14.2 **Exclusion of Probationary Employees:** The provisions of this article shall apply only to permanent employees. Probationary employees are subject to disciplinary action without appeal up to and including termination at the sole discretion of the District.
- 14.3 **Grounds for Suspension, Demotion, or Dismissal of Permanent Employees:** The grounds for suspension, demotion, or dismissal of a permanent employee shall be for cause as determined by the Board, which shall include, but not be limited to, the causes set forth in Appendix E.
- 14.4 **Notice of Proposed Disciplinary Action to Permanent Employees:** Notice to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid and addressed to the last known address of the employee. The notice shall contain the following:
- 14.4.1 A statement of the specific acts and omissions upon which the proposed disciplinary action is based;
 - 14.4.2 A statement of the cause(s) for the proposed disciplinary action;
 - 14.4.3 If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
 - 14.4.4 A statement of the action proposed to the Board;
 - 14.4.5 A statement that the employee has a right to a hearing on such charges if demanded within five (5) working days after the employee receives notice;
 - 14.4.6 A card, or paper, the signing and filing of which with the Board shall constitute a demand for hearing and denial of all charges;
 - 14.4.7 Copies of materials, if any, which support the charges and a copy of this policy;
 - 14.4.8 A statement that the employee has a right to representation.
 - 14.4.9 In the event a permanent employee elects to respond to the notice of proposed disciplinary action, the employee shall be provided the opportunity for a due process hearing (Skelly) before a designee of the district that is not party to the proposed action, either as a supervisor initiating the proposed disciplinary action or as a direct witness to

the proposed charges. The employee may elect to respond orally and/or in writing to the designee of the district regarding the notice of proposed disciplinary action.

After the permanent employee has had an opportunity to respond to the notice of proposed disciplinary action and has not requested an opportunity to respond or has failed to request an opportunity to respond within five calendar days, a decision by the district shall be made whether to proceed with disciplinary action.

14.5 Hearing on Suspension, Demotion, or Dismissal of Permanent Employee:

14.5.1 When a timely request for a hearing has been served upon the Board in accordance with Section 14.4.5, the Board or its designee shall, within fourteen (14) calendar days after receiving the request, schedule a hearing within thirty (30) calendar days from the date the request for hearing is received. The employee shall be given at least five (5) working days written notice of the time and place of the hearing and such hearing shall be closed unless the employee submits a written request for a public hearing.

14.5.2 The president of the Board or his/her designee shall preside over the hearing and rule on questions of procedure and evidence. The Board may, in its discretion, select a hearing officer to conduct the hearing in lieu of the Board. The hearing officer shall, within seven (7) calendar days after the hearing, submit written findings and a proposed decision to the Board.

14.5.3 Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits, to cross-examine opposing witnesses; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the accused employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.

14.5.4 The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing and examining other evidence but shall not be sufficient standing by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they

are otherwise required by statute to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.

- 14.5.5 If the hearing is conducted before the Board, it shall prepare written findings and a decision. If the hearing is conducted before an impartial hearing officer, the Board shall review the records, including the findings, and the Board may accept, reject or modify the proposed decision. In acting upon the hearing officer's recommendation, the Board may take supplemental evidence, as it deems necessary, in order to make a final decision. The Board shall render its written decision within twenty-five (25) calendar days after the close of the hearing, and its determination of the sufficiency of the cause for disciplinary action shall be conclusive.
- 14.6 Waiver of Hearing on Suspension, Demotion, or Dismissal of Permanent Employee: If the employee fails to make a timely request for a hearing, the Board may act upon the charges without a hearing and impose such disciplinary action, if any, as it deems appropriate.
- 14.7 Disciplinary Action Imposed by The Board: If the Board finds that sufficient cause exists it may impose disciplinary action proposed by the District Superintendent or his/her designee or it may impose such other disciplinary penalty as it deems appropriate.
- 14.8 Immediate Suspension Without Pay of Permanent employee: Notwithstanding the requirements of Section 14.4 above, if the Superintendent or his/her designee determines that pending a Board hearing on the suspension or dismissal of a permanent employee, the continued presence of such employee constitutes a threat to the health, safety or welfare of individuals on campus or a threat to the property of such individuals or the District, the District may immediately suspend the employee without pay in accordance with the following procedures:
- 14.8.1 The administration shall meet with the employee, advising the employee of the charges and the proposed action, and give the employee an opportunity to respond to the charges.
- 14.8.2 Whenever practicable, the conference between the employee and the administration shall be conducted prior to completion of the suspension, but in any event the District shall schedule the conference within five (5) working days from the time that the suspension is implemented.
- 14.8.3 The administration shall give the employee a copy of the written charges and any written materials upon which the charges are based within five (5) working days from the time the suspension is implemented.
- 14.9 Compensation for Loss of Salary During Suspension Without Pay: If the employee is suspended immediately pursuant to the procedures set forth in Section 14.8, the employee shall be

compensated for any pre-hearing loss of salary resulting from such a suspension not upheld by the Board.

- 14.10 Short Term Suspension (Suspension for Five Days or Less): The Superintendent or his/her designee may suspend a permanent classified employee without pay for up to five (5) working days without regard to the procedures set forth in this policy. Prior to imposing such a suspension, the employee shall be informed in writing of the reasons for the action and he/she shall be given an opportunity to respond to the Superintendent or designee. The employee may appeal the suspension to the Board, provided a written request therefore is filed in the Superintendent's office within five (5) calendar days following the first day of suspension. If an appeal is timely filed, the Board shall review the written record and, without a formal hearing, issue its decision within thirty (30) calendar days after the request for appeal was filed.
- 14.11 Policy Application: This policy shall not be construed to diminish the District's authority to take disciplinary action in accordance with the law, including such actions as are authorized by Education Code § 88123. The procedures provided for herein shall be the sole and exclusive administrative due process available to challenge disciplinary actions and short-term suspensions.

ARTICLE XV: VACATION

Unit members may be allowed to express their preference for vacation schedules on an annual basis during the first two months of a school year beginning July 1. Preferences shall be by seniority in a process conducted by CSEA which shall not be grievable, in each District unit of employees (i.e. maintenance, A & R, etc). All Preferences shall be submitted by CSEA to the department head not later than August 30 in each academic year and shall be subject to approval by the manager who shall take into consideration work to be performed and the efficient operation of the District. The needs of the District as determined by management shall receive first consideration in the scheduling of vacations. The District shall have the right to deny scheduled vacations should they inhibit or impede the efficient operations of the District, college business, the instructional program and/or the unit member's required activities. The District reserves the right to adjust requested vacation times so that vacation times will not interfere with the orderly carrying out of the necessary business of the District.

15.1 Accumulation: Unit members shall accrue annual vacation as follows:

- 15.1.1 The first day of the month following the date of initial employment is considered the day and month in determining vacation entitlement, unless the first day of employment is the first working day of the month.

15.1.2 Full-time unit members shall earn vacation at the rate of eight (8) hours per month during the first two (2) years of employment (12 days for 12 months); at the rate of 9.33 hours per month beginning with the third year through the fifth year (14 days for 12 months); at the rate of 10.67 hours per month beginning with the sixth year through the tenth year (16 days for 12 months); at the rate of twelve (12) hours per month beginning with the eleventh year through the fifteenth year (18 days for 12 months); and at the rate of 13.33 hours per month beginning with the sixteenth year of employment (20 days for 12 months). Unit members working less than full time shall earn vacation on a pro rata basis.

15.1.3 Working and paid status are defined as providing paid service to the District and is limited to paid vacation, sick leave, holiday pay, and compensatory time off. Paid status does not include periods of absence-without-pay and extended periods of illness where a unit member has become eligible to receive compensation as required under EC 88196. Any employee who is in “a paid status for less then one-half the working days in a month shall have his or her vacation credit accrued on the basis provided in EC 88197.

15.1.4 No vacation will accrue for periods the member is in an unpaid status.

<u>Hours Worked</u>	<u>0 Through 2 Years</u>	<u>3 Through 5 Years</u>	<u>6 Through 10 Years</u>	<u>11 Through 15 Years</u>	<u>16 Years and Over</u>
73.3 Hrs.	8 Hrs.	9.33 Hrs.	10.67 Hrs.	12 Hrs.	13.33 Hrs.
346.6	16	18.66	21.34	24	26.66
519.9	24	27.99	32.01	36	39.99
693.2	32	37.32	42.68	48	53.32
866.5	40	46.65	53.35	60	66.65
1039.8	48	55.98	64.02	72	79.98
1213.1	56	65.31	74.69	84	93.31
1386.4	64	74.64	85.36	96	106.64
1559.7	72	83.97	96.03	108	119.97
1733.0	80	93.30	106.70	120	133.30
1906.3	88	102.63	117.37	132	146.63

- 15.2 Initial Six Months: Earned vacation shall not become a vested right and available to be taken until completion of the initial six (6) months of employment.
- 15.3 Resignations and Retirement: Upon termination of employment or retirement, unit members shall be paid for earned vacation which has not been used.
- 15.4 Vacation Scheduling:
- 15.4.1 All earned vacation must be taken prior to June 30 of the year following the fiscal year in which it was earned. Unit members who exceed this carryover limit shall not earn vacation in the following year in the amount of the excess from August 1 of the previous year except under the following circumstances:
- a. a supervisor's denial of vacation shall not result in any lost vacation due to carryover limits,
 - b. approved leave conversion shall not result in any lost vacation due to carryover limits.
- 15.5 Prior Approval: All vacations must be approved in advance by the unit member's immediate supervisor and shall be taken at a time which is least disruptive of District operations.
- 15.6 Unauthorized Vacation: Any unit member absent without being on approved vacation leave shall have deducted from his/her salary the appropriate amount covering such period. The District reserves the right to take any appropriate disciplinary action against such unit member.
- 15.7 Hourly Employees: Vacation benefits for unit members employed on an hourly basis shall be equal to other unit members but shall be computed on an hourly basis, 173.3 hours being equal to one full month of employment.
- 15.7.1 Vacation earned for partial months shall be prorated accordingly.
- 15.7.2 Any unit member absent without being on approved vacation leave shall have deducted from his/her salary the appropriate amount covering such period. The District reserves the right to take any appropriate disciplinary action against such unit member, including termination.
- 15.7.3 Vacation Pay: Vacation pay shall be based upon the unit member's salary at the time the vacation is taken.
- 15.7.4 Vacation Pay Upon Termination: Upon termination a unit member shall be entitled to all unused vacation pay earned and accumulated up to the time of termination.
- 15.7.5 Any unit member who is not absent due to illness or injury and uses no sick leave during the entire fiscal year shall be entitled to three (3) additional vacation days for the following fiscal year. Any unit member who uses only one (1) sick leave during the entire

fiscal year shall be entitled to two (2) additional vacation days for the following fiscal year. Any unit member who uses only two (2) sick leaves during the entire fiscal year shall be entitled to one (1) additional vacation day for the following fiscal year. For reporting purposes, information will be communicated via paycheck stub by end of July.

ARTICLE XVI: ORGANIZATIONAL SECURITY

- 16.1 The District and Association recognize the right of unit members to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.
- 16.2 Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District a written statement authorizing deduction of unit membership dues in the Association. Such authorization shall continue in effect from year-to-year unless revoked in writing. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such annual dues from the regular salary warrant of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 16.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE XVII: SAVINGS AND SEVERABILITY PROVISION

- 17.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for the severed Article or Section.

ARTICLE XVIII: COMPLETION OF MEET AND NEGOTIATION

- 18.1 During the term of this agreement, the Association and the District mutually and expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or

contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

- 18.2 Either the District or CSEA shall be entitled to reopen negotiations with three articles on or before October 1, each year during the term of the contract the parties may agree to four (4) articles each if the parties agree to an additional article to which both parties agree in a signed writing needs to be amended.

ARTICLE XIX: SAFETY

- 19.1 Reporting: Unit members have a responsibility to advise the District immediately of any conditions on school premises which constitute an unreasonable danger to the health, safety, or welfare of students, employees, or the public.
- 19.2 Safety Committee: The District shall allow for unit member representation on any committee appointed by the District for the purpose of investigating, developing, and promulgating safety programs which significantly affect unit members.

ARTICLE XX: CONCERTED ACTIVITIES

- 20.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or unit members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 20.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 20.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 20.4 It is understood that in the event this Article is violated, the District shall be entitled to withhold from the Association any rights, privileges or services provided for in this Agreement or in the District policy.

ARTICLE XXI: JOB CLASSIFICATION AND RECLASSIFICATION OF A POSITION

- 21.1 The District shall maintain a system of classification for all positions pursuant to Education Code section 88003.

Reclassification of a position: “Reclassification” means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position. –EC 88001 (f)

Reclassification Requests: A request for reclassification may be submitted to the manager/supervisor of the employee or by the employee. All requests for reclassification must be made to Human Resources on an instrument designated by the District. Approved reclassification will become effective the first of the month following the date the completed paperwork is received by Human Resources.

Reclassification Review Committee: A review committee consisting of two classified CSEA unit members and the Supervisor of Human Resources or a designee and a Human Resource staff member. The scope and charge of the CSEA committee members shall be to provide a balanced perspective to the reclassification request; provide feedback and information related to the content of the reclassification documentation; and provide feedback on the reclassification methodology. (Individuals designated by the CSEA as members of this committee must receive training on reclassification methodology and the Districts current reclassification procedures.)

Meetings: The committee will meet at least two times:

- 1). Initial meeting to review the request for reclassification.
- 2). Final meeting to review the determination made by Human Resources prior to approval by the Chief Human Resources Officer.

Note: Other meetings may be scheduled as required.

ARTICLE XXII: TERM

This agreement shall be and remain in effect up to and including June 30, 2010, and from year-to-year thereafter, unless alteration or amendment is requested in writing in accordance with Article XVIII.

Signed and entered into this _____ day of _____, 2009.

MT. SAN JACINTO COMMUNITY
COLLEGE DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION CHAPTER #767

CLASSIFIED PERFORMANCE EVALUATION REPORT

NAME		SITE/DEPARTMENT	CHECK HERE [<input type="checkbox"/>] IF THIS IS AN ADDITIONAL PERFORMANCE EVALUATION. PREVIOUS EVALUATION DATE _____
POSITION		EMPLOYEE STATUS	RATING FOR PERIOD ENDING
BARGAINING UNIT	MONTHS OF EVALUATION (<i>Probationary Employee Only</i>) Jan___ Feb___ Mar___ Apr___ May___ June___ July___ Aug___ Sep___ Oct___ Nov___ Dec___		

NOT OBSERVED	*UNSATISFACTORY	**NEEDS IMPROVEMENT	MEETS STANDARDS	***EXCEEDS STANDARDS	SECTION A – GENERAL					
					PERFORMANCE FACTORS					
					EVALUATOR or IMMEDIATE SUPERVISOR must check each factor in appropriate column.					
					0	1	2 3	4 5	6	HEALTH AND/OR SAFETY PRACTICES
					0	1	2 3	4 5	6	OPERATION AND CARE OF EQUIPMENT
0	1	2 3	4 5	6	QUALITY OF WORK					
0	1	2 3	4 5	6	VOLUME OF ACCEPTABLE WORK/PRODUCTIVITY					
0	1	2 3	4 5	6	KNOWLEDGE OF WORK					
0	1	2 3	4 5	6	JOB/TRADE SKILL LEVEL					
0	1	2 3	4 5	6	WORK JUDGMENTS					
0	1	2 3	4 5	6	INITIATIVE					
0	1	2 3	4 5	6	INTERPERSONAL CONTACT SKILLS WITH PUBLIC, STAFF, AND/OR STUDENTS					
0	1	2 3	4 5	6	ACCEPTANCE OF DIRECTION AND/OR CHANGE					
0	1	2 3	4 5	6	EFFECTIVENESS UNDER STRESS					
0	1	2 3	4 5	6	COMPLIANCE WITH DISTRICT RULES, REGULATIONS, AND POLICIES					
0	1	2 3	4 5	6	OBSERVANCE OF WORK HOURS					
0	1	2 3	4 5	6	ATTENDANCE					

*** SECTION B –	When employee EXCEEDS STANDARDS , indicate specific job strengths and/or areas of superior performance in this section.
*** SECTION C –	Record SPECIFIC GOALS/IMPROVEMENT PRO-GRAMS to be undertaken during the next evaluation period.
*** SECTION D –	When necessary, note significant job performance deficiencies or specific behavior deficiencies along with specific guidelines for improvement in this section AND DISCUSS WITH EMPLOYEE.

<p><u>OVERALL EFFECTIVENESS TO THE</u></p> <p><u>SITE/DEPARTMENT</u></p> <p>[] EXCEEDS STANDARDS Often</p> <p>[] MEETS STANDARDS Consistently</p> <p>[] NEEDS IMPROVEMENT Often fails to</p> <p>[] UNSATISFACTORY Consistently fails to</p>

EVALUATOR/IMMEDIATE SUPERVISOR

Signature *Title*
Date

ADMINISTRATOR (If necessary): If none, so indicate

Signature *Title*
Date

EMPLOYEE: I certify that this report has been discussed with me. I also understand my signature below does not necessarily indicate agreement, and that I have twenty (20) days to make written comments about this evaluation which will be attached and made a part of my permanent personnel file.

EMPLOYEE'S COMMENTS: _____

EMPLOYEE'S SIGNATURE _____ DATE: _____

ORIGINAL – Personnel File YELLOW – Employee

PINK – Evaluator/Immediate Supervisor

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

Classified Services Grievance Form – Level I

(Forms are available in Human Resources)

Submission of Complaint: All portions of this section must be completed by the grievant.

Grievant's Name: _____ Date: _____

Statement of Grievance (include date and time): _____

Section of agreement allegedly misinterpreted or violated:

Date of informal conference with administrative supervisor:

Signature

Upon completion of this section, grievant shall present the original (white copy) pink and canary copies to immediate supervisor. Goldenrod copy should be retained by grievant.

Immediate Supervisor's Response: _____

Date

Signature

Upon completion of this section, immediate supervisor shall retain original (white copy), present pink copy to grievant, and forward canary copy to the Superintendent/President.

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

Classified Services Grievance Form – Level II

(Forms are available in Human Resources)

Appeal to Chief Human Resources Officer: All portions of this section must be completed by the Grievant. The pink copy of the completed Grievance Form – Level I must be attached.

Reason for Appeal:

Remedy Sought:

Date

Signature

Superintendent/President's Response:

Date

Signature

Upon completion of this section, the Chief Human Resources Officer shall retain original and forward pink copy of the completed Grievance Forms – Level I and yellow copy Level II to Grievant, and pink copy of Level II to grievant's immediate supervisor.

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

Classified Services Grievance Form – Level III

(Forms are available in Human Resources)

Appeal to Board of Trustees: All portions of this section must be completed by the Grievant. The pink copy of the completed Grievance Form – Level I and yellow copy of Level II must be attached.

I hereby request that the grievance outlined on the attachments be reviewed by the Board of Trustees.

Date

Signature

Upon completion of this section, grievant shall present original and yellow copy and all attachments to the Chief Human Resources Officer. Pink copy should be retained by the Grievant.

Board's Reply:

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

ANNUAL DUES RATE

Effective July 1, 1990

Annual Salary

Annual Dues Rate

\$ 0-24,500

1.5% of Annual Salary

\$24,500 and over

\$367.50

SUPERVISORY/CONFIDENTIAL LIST

Accounting Supervisor
Accounts Payable Supervisor
Administrative Secretary
Cafeteria Supervisor
Economical Development/Community Education Supervisor
Executive Assistant, Business Services
Executive Assistant, Superintendent/President
Facilities Supervisor
Financial Aid Supervisor
Human Resources Administrative Secretary
Human Resources Analyst
Human Resources Benefits/Risk Management Technician
Human Resources Supervisor
Human Resources Technician
Purchasing Agent
Supervisor, Admissions and Records
Supervisor, Bookstore
Supervisor, Facilities
Supervisor, Print Shop

CLASSIFIED EMPLOYEES CAUSES FOR DISCIPLINARY ACTION

1. Incompetence or inefficiency in the performance of the duties of his/her position. Inattention to or dereliction of duty.
2. Insubordination or unethical or disgraceful conduct while on duty, including, but not limited to, refusal to do assigned work.
3. Carelessness or negligence in the performance of duty or in the care or use of District property.
4. Offensive or abrasive conduct.
5. Dishonesty.
6. Drinking alcoholic beverages while on duty or reporting for duty while intoxicated.
7. Illegal possession or use of narcotics.
8. Conviction of any criminal offense or of a misdemeanor involving moral turpitude.
9. Revocation of any license needed for employment in a specific position.
10. Repeated and unexcused absence or tardiness.
11. Abandonment of position.
12. Incapacity due to mental or physical disability, to be determined by a medical examination.
13. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, time sheets or cards, absence forms, or any other District records.
14. Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Board or by any appropriate state, federal or local government agency.
15. Conviction of a sex offense as defined in Education Code Sections 88022, 44009, 87009, 44010, 78010, and 87011.
16. Political activity during assigned hours of duty.
17. Inability or failure to perform assigned duties in a satisfactory manner.
18. Willful mistreatment of the public or of fellow employees, or other willful misconduct that is injurious to public service.

19. Willful or persistent violation of the Education Code or rules of the Board.
20. Advocacy of or membership in any group which advocates overthrow of federal, state or local government by force, violence or other unlawful means.
21. Violation of any provision in Sections 7001-7007 of the Education Code or conduct specified in Section 1028 of the Government Code. (Applies to relationships with the Communist Party.)
22. Also see Board Policy #7365

Lower Included Classification Groupings for Determining Order of Layoff.
Those not grouped will be assessed on a case-by-case basis.

Group A	Acct Asst I
	Acct Asst I
	Acct Asst III
	Acct Asst IV
	Acct Asst IV
	Acct Asst IV
	Acct Asst IV
	Acct Asst IV
Group B	Admin Assoc I
	Admin Assoc II
	Admin Assoc II
	Admin Assoc II
	Admin Assoc II
	Admin Assoc III
	Admin Assoc III
	Admin Assoc III
	Admin Assoc III
	Admin Assoc III
	Admin Assoc III
	Admin Assoc III
	Admin Assoc III
	Admin Assoc III
	Admin Assoc IV
	Admin Assoc IV
	Admin Assoc IV
	Art Gallery Coord
	Ath Trainer
	Audio Tech
	Auto Store Keeper
	AV Equip Tech
Group C	Bookstore Asst I
	Bookstore Asst I
	Bookstore Asst I
	Bookstore Asst I
Group D	Caf Asst I
	Caf Asst I

	Fac Asst V
	Fac Asst V
	Fac Asst V
	Fac Asst V
	Fac Asst V
Group G	Fin Aid Tech I
	Fin Aid Tech I
	Fin Aid Tech II
	Fin Aid Tech II
	Graph Arts Tech
	Help Desk Coord
	Helpdesk Tr Coord
	Info Svcs Tech II
	Job Dev/Case Mgr
	Job Dev/Case Mgr
	Job Place Spec
Group H	Library Tech II
	Library Tech II
	Library Tech II
	Library Tech III
	Library Tech III
Group I	Master CCC Tchr
	Master CCC Tchr
	Master CCC Tchr
	Master CCC Tchr
	Master CCC Tchr
Group J	Network Tech II
	Network Tech III
Group A	Payroll Tech I
	Payroll Tech/Ben Clk
	PE Equip Mgr
	Perf Arts Tech III
	Print Shop Tech IV
	Research Asst
	Sec/Saf Off II
	Sec/Saf Off II
	Sp Program Asst II
	Sp Program Asst II
Group G	St Act Asst IV
	St Svcs Asst I

	St Svcs Asst I
	St Svcs Asst I
	St Svcs Asst I
	St Svcs Asst I
	St Svcs Asst I
	St Svcs Asst I
	St Svcs Asst II
	St Svcs Asst II
	St Svcs Asst II
	St Svcs Asst II
	St Svcs Asst II
	St Svcs Asst II
	St Svcs Asst II
	St Svcs Asst III
	St Svcs Asst III
	St Svcs Asst IV
	Tchr Asst I
	Tchr Asst II
	Tchr Asst II
	Tchr Asst II
	Tchr Asst II
	Tchr Asst II
	Tchr Asst II
	Tchr Asst II
	Tchr Asst II
	Tchr Asst II
	Tchr Asst IV
	Tchr Asst IV
	Tutor Coord
	Tutor Coord
Group F	Warehouse Asst I
	Warehouse Asst I
	Warehouse Asst II
Group J	Web Coord
	Network Tech II