

AGREEMENT



CERRITOS COMMUNITY COLLEGE DISTRICT

AND



**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER #161**

JULY 1, 2021 THROUGH JUNE 30, 2024

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70 **ARTICLE 1: RECOGNITION**

71 1.1 The Board recognizes CSEA as the sole and exclusive bargaining agent for
72 classified employees occupying classes listed in **Appendix A**, attached and
73 incorporated as a part of this Agreement. CSEA, in turn, recognizes the Board
74 as the duly elected representative of the people and agrees to negotiate
75 exclusively with the Board through the provisions of the Rodda Act. Negotiations
76 between CSEA and the District shall be conducted only by representatives as
77 designated by each of the respective parties. New classifications created or
78 positions added to classes shall be subject to negotiations between the District
79 and CSEA to determine if they are to be included in the unit. Disputed cases
80 shall be submitted to the Public Employment Relations Board and shall not be
81 subject to grievance procedures contained in this Agreement.

82 1.2 The above recognition is given for the purpose of bargaining within the scope of
83 Government Code Chapter 10.7, Section 3543.2 which states for classified
84 employees:

85 The scope of representation shall be limited to matters relating to wages,
86 hours of employment, and other terms and conditions of employment.
87 "Terms and conditions of employment" mean health and welfare benefits
88 as defined by Section 53200, leave and transfer policies, safety conditions
89 of employment, procedures to be used for the evaluation of employees,
90 organizational security pursuant to Section 3546, and procedures for
91 processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and
92 3548.8. All matters not specifically enumerated are reserved to the
93 District and may not be a subject of meeting and negotiating, providing
94 that nothing herein may be construed to limit the right of the District to
95 consult with any employees or employee organization on any matter
96 outside the scope of representation.

117 **ARTICLE 2: GENERAL PROVISIONS**

118 2.1 If any provisions of this Agreement are held to be contrary to law by court of
119 competent jurisdiction, such provisions will not be deemed valid and subsisting
120 except to the extent permitted by law, but all other provisions will continue in full
121 force and effect.

122 2.2 The District and CSEA agree that it is to their mutual benefit to encourage the
123 resolution of differences through the meet and negotiation process. Therefore, it
124 is agreed that CSEA and the District will support this agreement for its term and
125 will not appear before any public bodies to seek change or improvement in any
126 matter subject to the meet and negotiation process except by mutual agreement
127 of the District and CSEA. CSEA and the District further agree that this is not a
128 waiver of either parties right to seek enforcement of this Agreement or EERA-
129 protected rights.

130 2.3 It is understood and agreed that the specific provisions contained in this
131 Agreement shall prevail over District practices and procedures and over State
132 laws, to the extent permitted by State law, and that in the absence of specific
133 provisions in this Agreement, such practices and procedures are the prerogative
134 of the District to the extent permitted by State law.

135 2.4 During the term of this Agreement, neither CSEA nor the District is obligated to
136 meet and negotiate with respect to any subject or matter whether or not referred
137 to or covered in this Agreement, even though such subject or matter may not
138 have been within the knowledge or contemplation of either or both the District or
139 CSEA at the time they met and negotiated on and executed this Agreement, and
140 even though such subjects or matters were proposed and later withdrawn, except
141 as follows:

142 2.4.1 For fiscal years 2022-2023, and 2023-2024, the District and CSEA
143 mutually agree to reopeners to negotiate as follows:
144 2022-2023 on one Article selected by each party, excluding Articles 5 and
145 6, or topic enumerated in the scope of representation pursuant to
146 Government Code Section 3543.2. The Article or topic chosen by each
147 party shall not have any monetary impact to the District.
148 2023-2024 on two Articles or topics enumerated in the scope of
149 representation pursuant to Government Code Section 3543.2 selected by
150 each party, in addition to any other specific reopeners included in this
151 Agreement.

152 2.5 It is understood and agreed that the District retains all of its powers and authority
153 to direct, manage, and control to the full extent of the law. Included in but not
154 limited to those duties and powers are the exclusive right to: Determine its
155 organization; direct the work of its employees; determine the times and hours of
156 operation; determine the kinds and levels of services to be provided and the
157 methods and means of providing them; establish its educational policies, goals
158 and objectives; insure the rights and educational opportunities of students;
159 determine staffing pattern; determine the number and kinds of personnel
160 required; maintain the efficiency of District operations; determine the curriculum;
161 build, move, or modify facilities; establish budget procedures and determine
162 budgetary allocation; determine the methods of raising revenue; and take action

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on any matter in the event of an emergency as defined in Article 2, Section 2.7. In addition, the District retains the right to hire, classify, assign and reassign, evaluate, promote, terminate, and discipline employees.

2.6 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.

2.7 The District retains its right to amend or suspend policies and practices referred to in this Agreement in cases of emergency for the duration of the emergency. An emergency is defined as an act of God, epidemic, natural disaster, physical calamity occurring within the District or community, or some other extraordinary occurrence. The District shall determine whether or not an emergency exists and the determination, except in the case of other extraordinary occurrence, is expressly excluded from provisions of Article 4, Grievance Procedure.

2.8 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner at a different time.

2.9 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in this Agreement.

210 **ARTICLE 3: ORGANIZATION RIGHTS**

211 3.1 CSEA shall have the right to represent the classified employees as defined in
212 **Appendix A** in their employment relations with the District.

213 3.2 Designated CSEA representatives and CSEA Labor Relations Representatives
214 shall have the right of access to areas in which unit employees work only at non-
215 duty times, or at scheduled rest and lunch periods. Within ten (10) workdays of
216 execution of this Agreement, CSEA shall provide the District with a list of not
217 more than twenty-five (25) unit employees designated to serve as CSEA
218 representatives pursuant to this Agreement, and the name of the CSEA Labor
219 Relations Representative assigned to the District. The list of unit employees
220 shall indicate the employees' names, and their titles/functions as CSEA
221 representatives. In the event of any changes in said list, the District shall be
222 given five (5) workdays advance notice before another unit employee may
223 replace an employee on the list as a CSEA representative. If the CSEA Labor
224 Relations Representative assigned to the District is changed, CSEA shall
225 immediately provide the District the name of the new representative, except in
226 the event of extenuating circumstances, in which case CSEA shall provide such
227 name to the District as soon as possible. Access to areas in which the
228 employees work by CSEA representatives and the CSEA Labor Relations
229 Representative shall not interfere in any way with the employees' duties or the
230 District operations, except when a CSEA representative(s) and/or CSEA Labor
231 Relations Representative is participating in a District authorized meeting with
232 management in order to resolve a grievance pursuant to Article 4: Grievance
233 Procedure.

234 3.3 CSEA shall have the right to use District designated institutional bulletin boards,
235 mailboxes, and other means of communication, subject to reasonable regulation
236 by the District.

237 3.4 CSEA shall have the right to use the District's computer system to host a Chapter
238 website, with links to it from the District's Index page and from the Site Contents
239 page under the heading of Classified Resources. The Classified Resources
240 heading shall have other District links that may be of interest to classified
241 employees, such as salary schedule, employment opportunities, and staff
242 development. If these pages change names, there shall be links from the
243 replacement pages to the CSEA chapter website.

244 3.4.1 CSEA agrees to abide by the applicable standards established by the
245 Web Standards Committee. CSEA shall administer this site. CSEA shall
246 not add material of a derogatory nature concerning the District or any
247 employee to this web site. This shall not preclude CSEA from posting its
248 newsletters and general information items concerning the bargaining unit
249 and its activities. Material deemed to be of a derogatory nature shall be
250 removed or modified after mutual agreement between CSEA and the
251 District. If mutual agreement cannot be reached, the District reserves the
252 right to disable the link to the disputed material until such time an
253 agreement can be reached. CSEA will not endorse Board of Trustee
254 candidates or other political candidates or initiatives on its web site if it is
255 deemed by District's Counsel that it would be unlawful or inappropriate for

- 256 CSEA to use the District's web site for this purpose. CSEA will endeavor
257 to keep the web site current.
- 258 3.5 CSEA shall have the right to use institutional facilities at reasonable times as
259 determined by the District for the purpose of meetings concerned with the
260 exercise of the rights guaranteed under Chapter 10.7 (commencing with Section
261 3540) to Division 4 to Title I of the Government Code.
- 262 3.6 The District shall provide the CSEA President with one (1) parking permit for the
263 use of the CSEA Labor Relations Representative which shall be valid for the
264 duration of this Agreement.
- 265 3.7 The District shall provide the CSEA President with ten (10) copies of the seniority
266 list for each classification of unit employees subject to layoff. The list for each
267 such classification shall be provided to CSEA prior to the effective date of the
268 layoff. If and when seniority lists for other classifications are available as
269 determined by the District, the District shall provide the CSEA President with ten
270 (10) copies of such seniority lists.
- 271 3.8 The District shall provide CSEA with three (3) copies of the adopted District
272 budget and a copy via current media technology as the District may have the
273 capability to produce.
- 274 3.9 The CSEA President or representative shall be a member of the Coordinating
275 Committee.
- 276 3.10 The District shall provide the CSEA President with three (3) copies of a complete
277 agenda, excluding any confidential or personnel matters, for each Board of
278 Trustees meeting.
- 279 3.11 Release Time for CSEA:
- 280 3.11.1 Annual Conference: On an annual basis, the District shall grant a
281 maximum of five (5) working days of release time without loss of
282 compensation if on assigned duty, to each of the four (4) unit employees
283 designated by CSEA for attendance at the CSEA Annual Conference.
284 All expenses related to attendance at the Conference shall be borne by
285 CSEA and/or the unit employees.
- 286 3.11.2 General Release Time: On an annual basis each academic year (July 1
287 – June 30), the District shall provide CSEA with a total of seven hundred
288 (700) hours of non-cumulative release time for the purposes of
289 conducting lawful CSEA business and employee-employer relations
290 matters, excluding collective bargaining. For bargaining purposes, CSEA
291 shall be entitled to reasonable periods of release time for a reasonable
292 number of representatives for meeting and negotiating with the District.
293 CSEA may allocate any portion of this time to its representatives, and will
294 annually submit to the Vice President of Human Resources a list of
295 CSEA officers who may utilize this release time. Requests for release
296 time must be submitted to a unit members immediate supervisor with as
297 much advance notice as practicable, and will be tracked and accounted
298 as a form of leave.
- 299 3.11.3 Additional Release Time: Consistent with Education Code 88210, CSEA
300 Chapter 161 may purchase additional release time beyond that specified
301 in Articles 3.11.2 and 3.11.3, for lawful union activities. Any released time

302 purchased will be at the hourly rate of the unit member to be released,
303 plus District payroll taxes.

304 3.12 Within fifteen (15) workdays of the effective date of this Agreement, the District
305 shall provide each unit employee with one (1) copy of this Agreement. The
306 District shall also provide CSEA one (1) copy of this Agreement on a
307 computerized medium the District may have the capability to produce.
308 Thereafter, the District shall provide each new unit employee with one (1) copy of
309 this Agreement within fifteen (15) workdays of employment.

310 3.13 CSEA is entitled to have three (3) unit employees serve as voting members on
311 the District's Planning and Budgeting Committee and also three (3) unit
312 employees to serve as alternate members on this Committee. The Chairperson
313 of the District's Planning and Budgeting Committee shall provide CSEA a
314 minimum of two (2) weeks advance notice of the initial annual Planning and
315 Budgeting Committee meeting. CSEA shall submit the names of the unit
316 employees to the Chairperson of the Committee a minimum of five (5) workdays
317 prior to the initial meeting of the Committee. If the Chairperson of the Committee
318 has any questions/concerns about the unit employee(s) named to serve on the
319 Committee, the Chairperson will contact the CSEA President to discuss these
320 questions/concerns.

321 3.14 By January 31 each year, the District shall annually provide CSEA with one (1)
322 copy of a District organizational chart depicting number(s) of positions per
323 classification reporting to each manager, at each level of managerial
324 responsibility, except in the case of extenuating circumstances in which case the
325 District shall provide such organizational chart to CSEA as soon as possible.

326 3.15 Security Cameras and Use of Recordings:

327 3.15.1 The District has and will install recording equipment for the purpose of
328 ensuring safety, and deterring and recording unlawful activity.

329 3.15.2 When there is a suspected incident of unlawful activity, the recordings will
330 be reviewed initially by the Cerritos College Campus Police. The sole
331 purpose of viewing these recordings is to determine the source of/or
332 preventing unlawful activity. Specifically, the recordings will be viewed
333 from the date on which there is a reasonable suspicion of alleged unlawful
334 activity; retroactive to the date the action reasonably may have occurred
335 (usually the period of review is not more than 72 hours).

336 3.15.3 No later than January 31st of each year, the District shall provide CSEA
337 with a list of the number and location of known recording equipment and
338 identity of users with access to the recordings as authorized by the
339 Superintendent or Executive Council. The list will be updated at least
340 annually, CSEA will be notified in good faith of any changes in equipment
341 or users, and users will only be authorized for non-arbitrary purposes.

342 3.15.4 When the District has installed recording equipment, signs will be posted
343 to notify students, employees, and visitors that recordings may occur at
344 the District.

345 3.15.5 No recording equipment will be installed where there is a reasonable
346 expectation of privacy, in accordance with applicable law, such as
347 bathrooms, locker rooms, or lactation rooms.

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3.15.6 Data from security cameras may be initially reviewed by Campus Police, Human Resources, and/or a designated investigator in connection with official investigations initiated by the District and/or an appropriate regulatory agency. The District will not use recording(s) to evaluate job performance or make other personnel decisions except when there is a substantiated finding that unlawful conduct occurred.

3.16 The District shall concurrently provide the CSEA Chapter Treasurer the same membership dues deduction information as is provided to the statewide affiliate organization for all unit members from whom a deduction is made, and shall provide that information via email.

This is supplemental to AB 119 and does not relinquish the district responsibility to fulfill Article 28.2 Employee Information.

395 **ARTICLE 4: GRIEVANCE PROCEDURE**

396 4.1 Definitions

397 4.1.1 A "Grievance" is a formal written allegation by an individual unit employee
398 who has been adversely affected by a violation, misinterpretation, or
399 misapplication of the specific provisions of this Agreement. This grievance
400 procedure shall allow for class action grievances. Grievances filed by
401 more than one unit employee alleging violation of the same express term
402 of this Agreement may be consolidated and processed as a class action
403 grievance.

404 4.1.2 A "day" pursuant to this Article, is a day in which the central administrative
405 office of the District is open for business.

406 4.1.3 The "immediate manager" is the manager having jurisdiction over the
407 grievant and who has been designated by the District to adjust grievances.

408 4.1.4 A "grievant" is a District employee in the unit covered by this Agreement
409 who is filing a grievance.

410 4.1.5 A "District employee" is a full-time or part-time employee receiving
411 compensation and belonging to the unit covered by the Agreement.

412 4.1.6 A "representative" shall mean a representative of CSEA selected by the
413 grievant to assist the employee in presenting and processing the
414 employee's grievance. An immediate manager with whom a grievance is
415 filed also may select a representative to assist in processing the
416 grievance.

417 4.1.7 This grievance procedure shall not be used to challenge or change
418 policies, regulations or procedures of the District which are not included in
419 this Agreement, nor shall the grievance procedure be used for other
420 matters for which specific methods of review are provided by law, or
421 District policies, rules, or regulations. Unit employees may refer to the
422 Classified Employees' Handbook for information regarding the grievance
423 procedure applicable to addressing these matters.

424 4.2 Informal Level

425 Before filing a formal written grievance, the grievant shall attempt to resolve it by
426 an informal conference with the grievant's immediate manager within ten (10)
427 days after the occurrence of the act or omission giving rise to the grievance. The
428 grievant and/or immediate manager may have a representative at the informal
429 level. The immediate manager shall communicate a decision to the employee
430 within five (5) days after the informal conference. If the immediate manager fails
431 to respond within the time limits, the grievant may file at Level I and if the
432 grievant fails to file within the specified time limits, the grievance is deemed
433 denied.

434 4.3 Formal Level

435 4.3.1 Level I

436 In the event the grievant is not satisfied with the decision at the informal
437 level, the grievant may file at Level I of the formal level by presenting the
438 grievance in writing on an appropriate District form to the immediate
439 manager, or designee within twenty (20) days after the occurrence of the
440 act or omission giving rise to the grievance. Failure to present such

grievance within the time limits shall render the grievance null and void. This presentation shall be a clear, concise statement of the grievance, the circumstances involved, specific provisions of this Agreement allegedly violated, the decision rendered at the informal conference, and the specific remedy sought. The immediate manager, or designee, shall communicate a decision to the grievant in writing within ten (10) days after receiving the written grievance. If the immediate manager, or designee, fails to respond within the time limit, the grievant may appeal to the next level and if the grievant fails to appeal within the specified time limit, the grievance is deemed denied.

4.3.2 Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on an appropriate District form to the Vice President of Human Resources, or designee, within five (5) days after the decision of the immediate manager. The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Vice President of Human Resources, or designee, shall communicate a decision within ten (10) days after receiving the appeal. If the Vice President of Human Resources, or designee, fails to respond within the time limit, the grievant may appeal to the next level and if the grievant fails to appeal within the specified time limit, the grievance is deemed denied.

4.3.3 Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on an appropriate District form to the President/Superintendent, or designee, within five (5) days after the decision of the Vice President of Human Resources, or designee. The appeal shall include a copy of the original grievance and the decision rendered, a copy of the first appeal and the decision rendered, and a clear, concise statement of the reasons for the second appeal. The President/Superintendent or designee, shall communicate a decision within ten (10) days after receiving the appeal. If the President/Superintendent, or designee, fails to respond within the time limit, the grievant may appeal to the next level and if the grievant fails to appeal within the specified time limit, the grievance is deemed denied.

4.3.4 Level IV

4.3.4.1 In the event, CSEA is not satisfied with the decision at Level III, CSEA shall notify the President/Superintendent in writing of its request for advisory arbitration on the grievance within twenty (20) days after the date the decision is mailed or personally delivered to the grievant and the President of CSEA, Chapter #161. The request shall be submitted to the President/Superintendent's Office and must include the following: (1) a copy of the first appeal and the decision rendered; (2) a copy of the second appeal and the decision rendered; and (3) a clear and concise statement of the reason(s) for requesting advisory arbitration.

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- 4.3.4.2 CSEA and the District shall attempt to agree upon an advisory arbitrator. If no agreement is reached within fifteen (15) days from the receipt by the President/Superintendent's Office of the request for arbitration, then CSEA shall request a list of arbitrators experienced in labor relations in public schools from the California Mediation and Conciliation Service, Los Angeles Office (CMCS). CSEA and the District shall review the list and attempt to agree upon an advisory arbitrator. If no agreement is reached within ten (10) working days from receipt of the list, the parties will engage in the striking process. In the striking process each party shall alternately strike a name from a list of five (5) arbitrators until one name remains. The remaining individual shall be the arbitrator. The order of striking shall be determined by lot.
- 4.3.4.3 The arbitrator shall hear evidence and render a recommended decision on the issue or issues submitted to him/her. If any question arises as to whether or not the grievance can be arbitrated, the question shall be ruled upon by the arbitrator prior to hearing the merits of the grievance.
- 4.3.4.4 The arbitrator shall have no power to alter, amend, change, or add to or subtract from any of the terms of this Agreement, and shall determine only whether or not there has been a violation of this Agreement as alleged in the grievance. The recommended decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other and upon arguments presented in written briefs.
- 4.3.4.5 The Board of Trustees shall review and consider the recommendation of the Advisory Arbitrator. The Board of Trustees may accept, reject, or modify the recommendation of the Advisory Arbitrator. The Board of Trustees shall make the final decision on the grievance, and such decision along with the reason(s) for the decision shall be communicated to the parties in writing. The decision by the Board of Trustees shall be the final determination of the grievance and binding on all parties. Nothing herein shall preclude CSEA from appealing the final decision by the Board of Trustees to a court of competent jurisdiction. Such venue shall be the Los Angeles County Superior Court.
- 4.3.4.6 Each party shall bear the cost of his/her counsel, any other costs of presenting his/her case, and the cost of any transcripts that he/she requires.
- 4.3.4.7 The cost of the arbitrator selection process and the fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.

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4.4 General Provisions

- 4.4.1 Any bargaining unit employee may present grievances relating to an alleged violation of the Agreement to the District and have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the adjustment or resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a written response within five (5) workdays of receipt of the grievance and proposed resolution.
- 4.4.2 Failure by the District to adhere to decision deadlines constitutes the right for the grievant to appeal to the next level. Failure of the grievant to adhere to the submission deadlines shall mean that the grievant is satisfied with the latest decision and waives any right to further appeal. However, nothing shall prevent the parties from extending the dates by mutual agreement.
- 4.4.3 Grievance meetings will be scheduled by the District during normal work hours. The District shall provide release time with no loss of pay to the grievant and one authorized representative of CSEA for only the time spent in all actual grievance meeting(s) conducted by the designated manager(s) or during the Advisory Arbitration hearing conducted pursuant to the provisions of this Article. This shall constitute "reasonable periods of release time" within the meaning of Government Code 3543.1(c).
- 4.4.4 When a grievance has been filed by a unit employee the grievant may terminate the grievance at any time by giving written notice to the District and the District shall so notify CSEA. Failure to comply with time limits to attend scheduled meetings to discuss the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the employee.
- 4.4.5 The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, shall be present at each step of the grievance procedure.
- 4.4.6 No probationary or permanent unit employee may use the grievance procedure in any way to appeal any disciplinary action, including but not limited to dismissal, demotion, and suspension. Unit employees may refer to the Classified Employees' Handbook for information regarding disciplinary procedures.
- 4.4.7 The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to the final decision of the grievance except in cases where the employee's physical safety is in jeopardy. In the event the alleged grievance involves an order, requirement, or other directive, the employee shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance except in cases where the employee's physical safety is in jeopardy. Failure to fulfill or carry out such order,

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requirement, or other directive by the unit employee shall render the grievance null and void and may result in disciplinary action against the employee.

4.4.8 In the event the grievant is legitimately absent from duty in accordance with a leave of absence provision of the Agreement during the time periods specified in the grievance procedure, the submission and/or appeal deadlines and scheduled meetings shall be deferred until the grievant's return to duty. In the event a management employee specified in this procedure is absent from duty during the time periods specified in this grievance procedure, the response deadlines and scheduled meetings shall be deferred until the management employee's return to duty.

4.4.9 For a grievant who is working on an alternate work schedule (other than normal hours), compensatory time off for the grievant and his/her representative (if also on an alternate work schedule) shall be provided on an hour-for-hour basis for only the time spent in all actual grievance meeting(s) conducted by the designated manager(s), or during the Advisory Arbitration hearing conducted pursuant to the provisions of this Article.

4.4.10 In the event a grievance includes an allegation(s) that a manager(s) (other than the grievant's immediate manager) violated, misinterpreted, or misapplied the specific provisions of this Agreement, the adjustment or resolution of the grievance shall include consultation with such other manager(s) as deemed necessary by the manager designated to adjust the grievance pursuant to the provisions of this Article.

4.4.11 In the event that a formal written grievance is sustained and the District fails to implement the remedy provided, then the grievant may by-pass the informal level of the Grievance Procedure (Article 4.2), and file a new grievance regarding such failure at Formal Level I in accordance with the provisions of Article 4.3.1. Any such grievance must be filed within 20 days after the occurrence of the act or omission giving rise to the grievance, and failure to present such grievance within this time limit shall render the grievance null and void.

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ARTICLE 5: COMPENSATION

Effective July 1, 2021, the CSEA Basic Salary Schedule shall be increased by 6.07% (state funded COLA + 1%). The District shall pay all unit members employed as of July 1, 2021 the retroactive portion of the salary increase in accordance with Article 5.11.

2022-2023 – Effective July 1, 2022, the CSEA Basic Salary Schedule shall be increased by 6.81% (state funded COLA + 0.25%). The District shall pay all unit members employed as of July 1, 2022 the retroactive portion of the salary increase in accordance with Article 5.11.

2023-2024 – Effective July 1, 2023, the CSEA Basic Salary Schedule shall be increased by state funded COLA + 0.50%.

5.1 Initial Salary Placement

New unit members shall be placed on Step 1, unless otherwise authorized by the Board of Trustees, in the appropriate range for the position classification in accordance with **Appendix B**.

5.2 Salary Computation

5.2.1 Full-time unit members shall be compensated on the basis of the monthly salary in the appropriate range for the position classification in accordance with **Appendix B**.

5.2.2 Part-time unit members assigned to work less than forty (40) hours per week on a percentage basis of a full-time assignment shall be compensated on the basis of the percentage of the monthly salary in the appropriate range for the position classification in accordance with **Appendix B**.

5.2.3 Part-time unit members assigned to work less than forty (40) hours per week on an hourly basis shall be compensated for each hour of service rendered at the hourly equivalent of the monthly salary range for the appropriate position classification in accordance with **Appendix B**. In determining the hourly equivalent from the monthly salary range, the divisor of 173.33 hours per month shall be utilized.

5.3 Anniversary Increment — Full-Time and Part-Time Employees

5.3.1 Unit members (full-time and part-time) initially placed on Step 1 in accordance with the salary schedule in **Appendix B** shall be granted an anniversary increment to Step 2 after completion of six (6) months of fully paid status in the District. The anniversary increment shall be effective on the first day of the month following completion of the six (6) months as specified above.

5.3.2 Unit members (full-time and part-time) placed on Step 2 in accordance with the salary schedule in **Appendix B** shall be granted by the District an anniversary increment advancement to Steps 3, 4, and 5 after completion of each one (1) calendar year period on the prior step. Unit members paid on a monthly salary basis shall have been in fully-paid status for at least seventy-five percent (75%) of the working days in the one (1) year period

to be credited with the entire year. Seventy-five percent (75%) of the working days in the one (1) year period shall be defined as follows:

<u>Length of Annual Assignment</u>	<u>Number of Workdays</u>
10 months	165
11 months	181.5
12 months	198

Unit members paid on an hourly rate basis shall have been in a fully paid status for at least seventy-five percent (75%) of the assigned hours in the one (1) year period to be credited with the entire year.

5.4 Longevity Increment — Full-Time and Part-Time Employees

5.4.1 After nine (9) consecutive years of credited service in the District, the unit member’s salary as provided in **Appendix B** shall be increased by an increment of five (5) percent.

5.4.2 After fourteen (14) consecutive years of credited service in the District, the unit member’s current salary shall be increased by an increment of five (5) percent.

5.4.3 After nineteen (19) consecutive years of credited service in the District, the unit member’s current salary shall be increased by an increment of five (5) percent.

5.4.4 After twenty-four (24) consecutive years of credited service in the District, the unit member’s current salary shall be increased by an increment of five (5) percent.

5.4.5 After twenty-nine (29) consecutive years of credited service in the District, the unit member’s current salary shall be increased by an increment of five (5) percent.

5.4.6 After thirty-four (34) consecutive years of credited service in the District, the unit member’s current salary shall be increased by an increment of five (5) percent.

5.4.7 The unit member paid on a monthly salary basis shall have been in a fully paid status for a minimum of seventy-five percent (75%) of the working days in a year to be credited with the entire year. The unit member paid on an hourly rate basis shall have been in a fully paid status for a minimum of seventy-five percent (75%) of the assigned working hours in a year to be credited with the entire year. The longevity increment shall be effective on the first day of the month after completion of credited service as specified above. Seventy-five percent (75%) of the working days in a year shall be defined as follows:

<u>Length of Annual Assignment</u>	<u>Number of Workdays</u>
10 months	165
11 months	181.5
12 months	198

5.5 Differentials — Full-Time and Part-Time Employees

716 5.5.1 If a unit member qualifies for a differential pursuant to Article 7: Hours of
717 Employment, Sections 7.12.1 - 7.12.4, said employee's salary, as
718 provided in **Appendix B**, shall be increased by a differential increment as
719 follows:

720	5.5.1.1	Swing Shift	2.5%
721	5.5.1.2	Split Shift	2.5%
722	5.5.1.3	Graveyard Shift	5.0%
723	5.5.1.4	Weekend Shift	5.0%

724 5.5.2 If a bargaining unit member qualifies for two (2) or more differentials
725 pursuant to Sections 5.5.1.1, 5.5.1.2, 5.5.1.3, and 5.5.1.4 above, said
726 employee's salary as provided in Appendix B shall be increased by the
727 sum of the differential increments specified above.

728 5.6 Salary Warrants

729 5.6.1 Bargaining unit member's regular monthly salary warrants (excluding
730 earned salary advances and special warrants) shall be itemized to indicate
731 deductions and overtime.

732 5.7 Salary Warrant Frequency

733 5.7.1 Bargaining unit members (full-time and part-time on a monthly salary
734 basis) in paid status normally shall receive a salary warrant on the 10th
735 and 25th day of each month. Hourly unit members in paid status normally
736 shall receive a salary warrant on the 10th day of each month, except unit
737 members employed in the classifications for Cafeteria Workers on the
738 Salary Schedule in Appendix B, shall receive a salary warrant on or about
739 the 10th and 25th day of each month. If salary warrants are unavailable
740 by the specified days, the warrants shall be issued as soon as
741 administratively practicable.

742 5.8 Salary Warrant Errors

743 5.8.1 Whenever it is determined that a District error has been made in the
744 calculation or reporting in any bargaining unit member's payroll or in the
745 payment of any bargaining unit member's salary, the District shall provide
746 the member with a statement of the correction and a supplemental
747 payment normally within five (5) working days of such determination. The
748 member shall provide written notification to the Payroll Department of any
749 alleged errors. Whenever it is determined that a salary warrant error
750 resulting in an overpayment for a bargaining unit member has occurred,
751 the District shall meet with the member and mutually agree upon a
752 payment plan to be established.

753 5.9 Lost Salary Warrants

754 5.9.1 If a bargaining unit member: 1) loses a salary warrant after receipt, b) fails
755 to receive a salary warrant within ten (10) workdays of the date of mailing,
756 or c) fails to cash a salary warrant within six (6) months of the issuance
757 date, said employee shall immediately notify the Payroll Office and as
758 soon as administratively practicable a new salary warrant shall be issued.
759 The District shall charge said employee for the actual and necessary
760 expense of reissuing a warrant in case of the loss of salary warrant or
761 failure to cash a salary warrant within the time period specified above.

- 762 5.10 Promotion, Range Adjustment, and Reclassification
763 5.10.1 Any unit member subject to promotion approved by the Board of Trustees
764 shall be placed on the appropriate higher range and thereafter, placed on
765 the appropriate step, not lower than Step 2 (unless the employee is
766 currently on Step 1), so as to result in at least a five (5) percent salary
767 increase as compared to the immediately prior range and step placement,
768 exclusive of longevity increments and shift differentials.
769 5.10.2 Any unit member subject to reclassification or salary range adjustment
770 approved by the Board of Trustees shall be placed on the appropriate
771 higher range on the same step as the prior step placement.
772 5.10.3 For anniversary increments pursuant to Section 5.3.2 an employee shall
773 be credited with the period of time on the prior step in determining the one
774 (1) calendar year period necessary for advancement to the next step.
775 5.11 Retroactive Salary Adjustment
776 If retroactive salary adjustments are agreed upon pursuant to this Agreement,
777 then it shall be issued to unit members within sixty (60) workdays of approval of
778 said agreement by the Board of Trustees.
779 5.12 Working Out-of-Classification
780 Unit members required to work in a higher classification, with prior approval of
781 the unit member's immediate manager, shall qualify for "out-of-class" pay, and
782 have his/her salary adjusted upward for the entire period he/she is required to
783 work out-of-classification, in accordance with the following provisions:
784 5.12.1 A full-time unit member assigned to work on a Five Eight-Hour Day
785 Workweek Schedule shall qualify for "out-of-class" pay if he/she is
786 required to work in a higher classification assignment for five (5) or more
787 workdays in a fifteen (15) calendar day period. For the purpose of
788 determining eligibility for "out-of-class" pay only those workdays on which
789 an employee renders a full eight hours of service, as scheduled for the
790 assignment, shall be credited toward fulfillment of the five (5) or more
791 workdays of service requirement as specified above.
792 5.12.2 A full-time unit member assigned to work on an Alternate Work Schedule
793 (i.e., Nine-Eighty Work Schedule, Four Ten-Hour Day Workweek, or
794 Fluctuating Work Schedule) shall qualify for "out-of-class" pay if he/she is
795 required to work in a higher classification assignment for forty (40) or more
796 hours in a fifteen (15) calendar day period. For the purpose of
797 determining eligibility for "out-of-class" pay only those hours of service
798 rendered for a full workday, as scheduled for the assignment, shall be
799 credited toward fulfillment of the forty (40) or more hours of service
800 requirement as specified above.
801 5.12.3 A part-time unit member shall qualify for "out-of-class" pay if he/she is
802 required to work in a higher classification assignment for five (5) or more
803 workdays in a fifteen (15) calendar day period. For the purpose of
804 determining eligibility for "out-of-class" pay only those workdays on which
805 an employee renders a full workday of service, as scheduled for the
806 assignment, shall be credited toward fulfillment of the five (5) or more
807 workdays of service requirement as specified above.

- 808 5.12.4 Salary adjustment for “out-of-class” pay shall be an amount which
809 reasonably reflects the duties required to be performed outside an
810 employee’s normal assigned duties. Salary shall be adjusted for only full
811 workdays of service rendered during the period of the higher classification
812 assignment, and such adjustment shall be made pursuant to the
813 provisions of Article 5.10.1.
- 814 5.12.5 The CSEA President shall be provided a copy of the Employment Request
815 form processed for a unit member who is assigned to work out-of-
816 classification under the provisions of this Article. The CSEA President
817 shall also be provided a copy of any written communication which
818 terminates such an assignment, except when the Employment Request
819 form designates an ending date for the assignment, in which case the
820 Employment Request form shall serve as said written notice.
- 821 5.12.6 The following provisions shall apply to working out-of-classification
822 assignments, except for when a unit member is substituting for a unit
823 member who is absent from his/her position:
- 824 5.12.6.1 After a unit member has been assigned and has worked out-of-
825 classification in a bargaining unit position for a continuous period
826 of one calendar year, the District, upon written request by CSEA,
827 will meet and negotiate the following options: (1) making a
828 change to the position (job classification) for filling on a
829 permanent basis; or (2) continuation of the unit member in the
830 out-of-classification assignment beyond the one-year period.
- 831 5.12.6.2 At any time during the period a unit member is assigned to work
832 out-of-classification in a bargaining unit position the District may:
833 (1) announce, screen, and fill the vacant position (if the
834 assignment is to temporarily perform duties of a vacant
835 bargaining unit position); and/or (2) terminate the assignment.
- 836 5.12.6.3 CSEA and the District shall designate not more than two (2)
837 representatives each to conduct any negotiations as specified in
838 Article 5.12.6.1 above.
- 839 5.12.6.4 In the event that any negotiations between CSEA and the
840 District, as specified in Article 5.12.6.1 above are not completed,
841 the District may continue a unit member working in any such
842 assignment pending the completion of such negotiations.
- 843 5.12.6.5 In the event that a recruitment/selection process to fill a vacant
844 position is not completed, the District may continue a unit
845 member working in any such assignment pending the completion
846 of the recruitment/selection process for filling the position.
- 847 5.12.6.6 The provisions as specified in Articles 5.12.5 and 5.12.6 above
848 shall apply only to unit members whose beginning date in an
849 assignment to work out-of-classification in a bargaining unit
850 position is January 1, 1999 or after.

851 **5.13 Reclassification Procedures**

852 When there is sufficient reason for a unit member to believe that the duties
853 assigned to a classified bargaining position have permanently changed or

854 evolved into an assignment that is within a different or new classification, the
855 following procedures for an employee to request a reclassification of the
856 employee's current position shall apply.

857 5.13.1 A District wide committee ("Joint Committee") consisting of six (6) District-
858 employee members --- 3 appointed by CSEA and 3 appointed by the
859 District --- will be trained by a professional consultant, selected jointly by
860 the District and CSEA to provide assistance to the Joint Committee. The
861 Joint Committee shall (1) be appropriately trained in job analysis to
862 conduct the review process; and (2) formulate written recommendations
863 for approval to the District Executive Council not later than April 30. The
864 consultant shall have an advisory role to the Joint Committee and will not
865 be a voting member of the Joint Committee. CSEA members serving on
866 the Joint Committee shall be provided with release time for attendance at
867 Joint Committee meetings.

868 5.13.2 When there is sufficient reason to believe that the duties assigned to a
869 position have substantially changed or evolved on a permanent basis for
870 at least six months, a bargaining unit member may request a
871 reclassification of his/her position and subject to the following provisions.

872 5.13.2.1 Probationary employees are not eligible to apply until they have
873 one year of service within the job classification. This does not
874 preclude the unit member from being eligible for out of class pay
875 pursuant to Article 5.12.

876 5.13.2.2 Reclassification requests shall be submitted in writing on a
877 Reclassification Request Form, to the Human Resources
878 Department during the period of November 15 through
879 December 15, or not more than once in a 24-month period.

880 5.13.2.3 Reclassification requests shall include sufficient information to
881 confirm that the duties assigned to the unit member's position
882 have substantially changed or evolved on a permanent basis for
883 at least six months.

884 5.13.2.4 The affected unit member and/or a representative from the
885 CSEA bargaining unit may appear before the Joint
886 Committee to present verbal information on behalf of the
887 employee having submitted a reclassification request.

888 5.13.3 The Joint Committee will recommend the appropriate action to approve or
889 disapprove the request(s) based upon the job analysis and include
890 appropriate rationale. If the Committee recommends a new classification,
891 it shall also include a recommendation for the appropriate salary range
892 assignment. Only approvals for reclassification by majority or tie vote will
893 be recommended for consideration by the Executive Council. A report
894 indicating the approvals and disapprovals will be submitted to the Vice
895 President of Human Resources. All requests considered, and the related
896 materials and deliberations, by the Joint Committee will be considered as
897 confidential.

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- 5.13.4 Within 15 work days of the Joint Committee’s final recommendation, the affected unit member and CSEA Chapter President will be provided written notice of that recommendation.
- 5.13.5 The Executive Council shall retain the final authority to approve/disapprove the Joint Committee’s recommendation(s) and, as appropriate, a recommendation for a new classification’s salary range. If the determination is to disapprove, the Human Resources Department shall take appropriate action to insure that the duties and responsibilities of the affected unit member remain within the job description/class specification to which assigned. Reclassification requests approved by the Executive Council shall be recommended to the Board of Trustees for implementation on July 1 following the year in which the request was submitted.
- 5.13.6 Within 15 work days of the Executive Committee’s final recommendation, the affected unit member and CSEA Chapter President will be provided written notice of the recommendation and explanation, if the request is denied.
- 5.13.7 Reclassification recommendations/decisions, including rationale and explanations, are not grievable. A failure by the Joint Committee to follow the timelines provided in this Section 5.13, without prior agreement with CSEA, may be addressed through the grievance procedures of this agreement commencing at Level II (Article 4.3.2) within 10 days of the failure of the Joint Committee to follow the timelines. All other allegations of procedural violations of this provision are subject to the grievance procedure.

946 **ARTICLE 6: HEALTH AND WELFARE BENEFITS**

947 6.1 For calendar years 2022, 2023, and 2024, the following articles are applicable:

948 6.1.1 Beginning January 1, 2022, and continuing through December 31, 2022,
949 the District shall pay the cost of medical insurance premiums for the
950 medical plan chosen by eligible unit members consistent with the MOU
951 dated December 20, 2021. The District will pay the CalPERS
952 administrative fee, if applicable.

953 6.1.2 Beginning January 1, 2023, and continuing through December 31, 2024,
954 the District shall pay the cost of medical insurance premiums for all
955 “subscriber only” and “subscriber+1 dependent” plans offered by the
956 District and chosen by eligible unit members.

957 6.1.3 Beginning January 1, 2023, and continuing through December 31, 2024,
958 the District shall pay the premium cost of all subscriber+2 (family) plans
959 offered by the District and chosen by eligible unit members, with the
960 exception of Anthem Blue Cross Traditional or any newly offered plan that
961 exceeds \$29,000. Unit members that select family plans with Anthem Blue
962 Cross Traditional, or any newly offered plan that exceeds \$29,000, shall
963 pay the difference in excess of the District’s monthly contribution between
964 the Blue Shield Access+ family plan and the Anthem Blue Cross
965 Traditional plan or any newly offered plan that exceeds \$29,000. This
966 difference shall be deducted from the unit members salary as a payroll
967 deduction.

968 6.1.4 Effective December 31, 2024, the District’s maximum annual contribution
969 for any plan shall be \$29,000, applied to the CalPERS benefit rates that
970 become effective on the District.

971 6.2 Dental Coverage

972 The District will continue to offer the existing Delta Premiere and Delta Care
973 dental plans.

974 6.2.1 Delta Premiere Dental Plan: For the period January 1, 2022, through
975 December 31, 2024, the District will pay the full super-composite premium
976 for this plan for eligible employees and dependents based on the premium
977 rate(s) in effect for this plan during this period.

978 6.2.2 Delta Care Dental Plan: For the period January 1, 2022, through
979 December 31, 2024, the District will pay the full super-composite premium
980 for this plan for eligible employees and dependents based on the premium
981 rate(s) in effect for this plan during this period.

982 6.2.3 Eligible bargaining unit employees must select one of the above listed
983 dental plans.

984 6.3 Vision Care Coverage

985 The District will continue the current ASCIP VSP Vision Plan B for eligible
986 employees and dependents.

987 For the period January 1, 2022, through December 31, 2024, the District will pay
988 the full super-composite premium for the VSP Vision Plan B for eligible
989 employees and dependents based upon the premium rate(s) in effect for this
990 plan during this period.
991

- 992 6.4 Life Insurance Coverage
993 The District will continue to pay 100% of the full annual premium cost for a
994 \$50,000 life insurance plan for full-time unit members.
- 995 6.5 For benefit years covered by this Agreement, the District will provide up to
996 \$4,000 annually in lieu of medical insurance for those unit members who are
997 eligible for medical insurance and who provide evidence of major medical
998 insurance coverage through a spouse or State registered domestic partner. Unit
999 members will be paid a pro-rata portion of the \$4,000 annual cash-in-lieu amount
1000 (currently paid tenths) for any portion of the year that the employee did not
1001 receive District provided medical insurance. Cash-in-lieu recipients must notify
1002 the District immediately if they lose their medical insurance. These unit members
1003 shall be enrolled in a District provided medical insurance plan of their choice and
1004 subject to any restrictions imposed by the medical plan carriers and subject to
1005 the District maximum. The cash-in-lieu program shall be at no additional cost to
1006 the District and is intended to result in additional health benefit savings.
- 1007 6.6 Any benefits or services offered through the above plans that are reduced or
1008 eliminated by carriers shall not require the District to provide supplementary or
1009 other plans during the period of this agreement.
- 1010 6.7 Unit members assigned eighty-eight (88) hours or more per month shall be
1011 eligible for the above District-paid health and welfare benefits subject to
1012 enrollment eligibility requirements for such plans.
- 1013 6.8 Retiree Medical Coverage and Health Benefit
1014 Eligible bargaining unit employees who retire from the District can participate in
1015 the PERS Medical and Hospital Insurance Program for retirees and eligible
1016 dependents as implemented by the District. Each year, the District shall
1017 contribute the Base District Contribution amount toward the plan selected by the
1018 retiree, as follows:
- 1019 6.8.1 Base District Contribution: For full-time unit members who retire from the
1020 District after a minimum of one (1) year of full-time service, who have a
1021 CalPERS or CalSTRS retirement date after July 1, 2018, the District
1022 agrees to contribute \$300.00 per month towards the medical plan
1023 premium provided that the retiree: 1) qualifies for medical insurance
1024 coverage from CalPERS, and 2) the contribution is contingent on the
1025 retiree continuing to receive retiree benefits from CalPERS or CalSTRS.
- 1026 6.8.2 Early Retiree Benefit Program:
- 1027 6.8.2.1 The District agrees to an Early Retiree Benefit Program for CSEA
1028 unit members who retire from the District, who are at least 62
1029 years of age, and have at least 20 years of continuous service
1030 with the District. Entitlement to retiree benefits under this Early
1031 Retiree Benefit Program shall end when the retiree turns 65 years
1032 of age.
- 1033 6.8.2.2 For retirees that qualify for and elect coverage under the District's
1034 CalPERS medical plan, the retiree is eligible to receive the Base
1035 District Contribution described in Article 6.8.1. The District will also
1036 provide the maximum annual contribution of \$11,400 per fiscal
1037 year to a Health Reimbursement Account (HRA) administered by

1038 a District-designated provider (currently MidAmerica). After the
1039 retiree turns 65 years of age, remaining HRA balances will be
1040 administered consistent with the plan provider guidelines.

1041 6.8.2.3 For retirees that do not participate in the District's CalPERS
1042 medical plan, the retiree is ineligible to receive the Base District
1043 Contribution described in Article 6.8.1. The District will provide a
1044 maximum contribution of \$15,000 per fiscal year to a Health
1045 Reimbursement Account (HRA) administered by a District-
1046 designated provider (currently MidAmerica). After the retiree turns
1047 65 years of age, remaining HRA balances will be administered
1048 consistent with the plan provider guidelines.

1049 6.8.3 Bargaining unit employees eligible for participation in this retiree medical
1050 program as retirees are those who were covered under District-paid
1051 medical plans at the time of their retirement from the District and become
1052 annuitants as defined by the Public Employees' Retirement Systems or
1053 State Teachers' Retirement System.

1054 6.9 Retiree Dental Coverage
1055 Eligible bargaining unit employees who have retired from the District are eligible
1056 to enroll in the current District dental plans. Retirees may enroll themselves,
1057 spouses, or other eligible dependents. Retirees shall be responsible for the
1058 entire insurance premium and any administrative fees required for participation in
1059 the dental plan selected.

1060 6.10 Retiree Vision Coverage
1061 Eligible bargaining unit employees who retire from the District are eligible to
1062 continue their vision coverage (District Vision Service Plan) by paying the full
1063 premium to the District.
1064 Bargaining unit employees eligible for participation in this retiree vision plan are
1065 those employees who are covered under the District-paid Vision Service Plan at
1066 the time of their retirement from the District and who retire on or after January 1,
1067 1990.

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1084 **ARTICLE 7: HOURS OF EMPLOYMENT**

1085 7.1 Work Schedule: A unit member's normal work schedule shall not exceed five (5)
1086 consecutive days, eight (8) hours per day nor forty (40) hours per week. This
1087 does not preclude the extension of the workweek or the workday on an overtime
1088 basis. The starting time and ending time of the workday shall be established by
1089 the District based on District needs. Prior to effecting any permanent change in
1090 the starting and ending time of the workday, the District shall notify the unit
1091 member in writing fifteen (15) working days in advance prior to making the
1092 change. In addition, the immediate manager may temporarily modify the starting
1093 time and ending time of the workday based on District needs or a request of a
1094 unit member.

1095 7.2 Part-time unit members shall have an assignment of less than forty (40) hours
1096 during the workweek.

1097 7.3 Adjustment of Assigned Time: Any unit member who works an average of thirty
1098 (30) minutes or more per day in excess of his or her regular part-time assignment
1099 for a period of twenty (20) consecutive working days or more shall have his/her
1100 regular assignment changed to reflect the longer hours, effective with the next
1101 pay period.

1102 7.3.1 Adjustment of Assigned Shift: No full-time unit member in the unit, except
1103 for the exclusions listed below, shall be temporarily assigned to work
1104 his/her regularly assigned shift at different hours pursuant to Article 7,
1105 Section 7.1, for more than seven (7) days per semester, or more than
1106 fourteen (14) days per year without the consent of the unit member,
1107 except in extenuating circumstances. In order to constitute a shift change,
1108 the starting time shall differ by at least one (1) hour from the employee's
1109 normal starting time.

1110 7.3.2 The Vice President of Human Resources or designee will review all cases
1111 of extenuating circumstances necessitating shift changes exceeding the
1112 limitations as set forth in Article 7.3.1. Such request must be approved by
1113 the President/Superintendent or designee. If a unit member is temporarily
1114 assigned to work his/her regularly assigned shift at different hours for
1115 more than seven (7) days per semester or more than fourteen (14) days
1116 per year without the consent of the unit member, the unit member shall
1117 receive a shift change differential of two and one-half percent (2 1/2%) for
1118 each day worked on the different shift in excess of the above limitations.

1119 7.3.3 The limitation on shift changes and shift change differential shall not apply
1120 in any way to any of the following unit members or situations:

1121 7.3.3.1 Unit members assigned to the Student Activities Department,
1122 Athletic Department, and Theatre/Music Departments; and other
1123 unit members as designated by the District where support of
1124 programs/activities/events on the District's Master Calendar
1125 requires fluctuations in a position's daily working hours.

1126 7.3.3.2 Unit members whose assignments are changed from a swing or
1127 graveyard shift to a day shift during the Christmas, Spring and
1128 Summer periods. Such unit members shall continue to receive

- 1129 the shift differential of their regular assignment during such
1130 periods.
- 1131 7.3.3.3 Shift changes voluntarily accepted by a unit member or initiated
1132 by a unit member through a request of his/her immediate
1133 manager.
- 1134 7.3.3.4 Unit members who accept academic employment and whose work
1135 hours as a unit member are modified to accommodate the
1136 academic employment.
- 1137 7.3.4 The above limitations shall not restrict in any way the District's prerogative
1138 to assign overtime consistent with the applicable provisions of the CSEA-
1139 District collective bargaining agreement. In addition, the compensation
1140 paid for the days specified in the above provisions shall not be subject to
1141 any of the differential pay provisions of the CSEA-District collective
1142 bargaining agreement. These provisions should not be interpreted as
1143 limiting in any way the authority of the District to make any permanent
1144 change in hours of an employee or reduce the hours of any unit member
1145 due to lack of work or lack of funds as provided by the Education Code.
- 1146 7.4 Lunch Period: A thirty (30) minute non-compensated lunch period shall be
1147 provided to all unit members who render service of at least six (6) consecutive
1148 hours in a workday. With the mutual agreement of the immediate manager and
1149 the unit member, the non-compensated lunch period may be extended to a
1150 maximum of an additional thirty (30) minutes for a unit member who renders
1151 service for at least six (6) consecutive hours in a workday. If the lunch period is
1152 extended up to a maximum of thirty (30) additional minutes, the additional
1153 minutes shall be worked on the same day as an extension of his/her regular
1154 assigned work schedule. The immediate manager may interrupt or terminate an
1155 employee's extended lunch period schedule, and return the employee to a thirty
1156 (30) minute lunch period schedule in accordance with District needs. The lunch
1157 period shall be assigned by the immediate manager at or about the midpoint of
1158 each employee's work shift. Immediate manager in making lunch period
1159 assignments will take into consideration both District and employee needs. It is
1160 the unit member's responsibility to take the assigned lunch period. The lunch
1161 period is not to be used for any other District purpose.
- 1162 7.5 Rest Period: A fifteen (15) minute compensated rest period shall be provided to
1163 each unit member for each four (4) hour period of service. The rest period herein
1164 described shall be taken at or near the midpoint of each four (4) hour period of
1165 service. Any exception to this will be at times least disruptive to the operation of
1166 the office or department and subject to the mutual agreement of the immediate
1167 manager and the unit member. The immediate manager may interrupt or
1168 terminate rest periods scheduled as exceptions under these provisions, and
1169 return the employee to a rest period schedule at or near the midpoint of each four
1170 (4) hour period of service in accordance with District needs. It is the unit
1171 member's responsibility to take the rest period. The rest period is not to be used
1172 for any other District purpose.
- 1173 7.6 Overtime is defined as any time worked by a unit member as authorized by the
1174 immediate manager in excess of eight (8) hours in any one workday or on any

1175 one shift or in excess of forty (40) hours in any workweek. Unit members shall
 1176 be compensated at the rate of one and one-half (1 1/2) times regular pay rate for
 1177 overtime hours worked, or granted compensatory time off in accordance with
 1178 Article 7.7 for such overtime hours worked. The District and the unit member
 1179 shall agree upon which manner of such compensation shall be granted for
 1180 overtime hours worked by unit members before such work is started.

1181 7.7 Compensatory Time Off: Unit members authorized by the immediate manager to
 1182 take compensatory time off in lieu of paid compensation for authorized overtime
 1183 must take the compensatory time off within twelve (12) months of having earned
 1184 the compensatory time. Such time off shall be taken at a time mutually agreed to
 1185 by the employee and the immediate manager. Unit members may not
 1186 accumulate more than seventy (70) working hours (105 compensatory hours) at
 1187 any one time. If the compensatory time has not been taken within nine (9)
 1188 months of the date it was earned, the District shall designate when such time off
 1189 will be taken. All compensatory time shall be taken no later than twelve (12)
 1190 months from the date it was earned. Compensatory time off shall be at the rate
 1191 of one and one-half (1 1/2) hours off for each overtime hour worked. If a unit
 1192 member is not able to take the earned compensatory time off because of District
 1193 needs, the unit member will then be compensated for the compensatory time
 1194 earned.

1195 7.8 Overtime Opportunities shall be distributed and rotated as equally as is practical
 1196 among qualified unit members in each department. Unit members shall be
 1197 notified of any overtime when known by the immediate manager as soon as
 1198 possible. A record of all overtime assigned to unit members shall be posted.

1199 7.9 Holiday Pay: When a unit member is required to work on recognized holidays,
 1200 they shall be paid compensation, or given compensating time off, for such time
 1201 worked, in addition to the regular pay received for the holidays, at the rate of time
 1202 and *one half* their regular rate of pay.

1203 7.9.1 A full-time unit member shall receive a substitute holiday or compensation
 1204 at their regular rate if assigned a workweek and as a result loses a holiday
 1205 to which they would otherwise be entitled.

1206 7.9.2 A part-time bargaining unit member assigned a workweek as described
 1207 above in Article 7.9.1 shall be provided substitute holiday time-off on a
 1208 prorated basis in the same workweek within which the holiday falls, or
 1209 compensation on a prorated basis. The prorated substitute holiday or
 1210 compensation shall be based upon the total assigned hours per week in
 1211 relation to a full-time five day workweek assignment.

1212 7.10 Call Back Time:

1213 7.10.1 Any unit member who is contacted to perform work that requires the
 1214 employee to return to the college campus (or other designated work site)
 1215 at a time when the employee is not regularly scheduled to work shall
 1216 receive a minimum of three (3) hours of pay at the appropriate rate of pay
 1217 under this Agreement.

1218 7.10.2 Any unit member who is contacted outside of his/her regularly scheduled
 1219 work hours to perform work that the employee is able to perform without
 1220 returning to the college campus (or other designated work site) shall

1221 receive a minimum of one (1) hour of pay at the appropriate rate of pay
1222 under this Agreement.

1223 7.10.3 Any unit member who is off work on approved vacation, sick leave or other
1224 paid or unpaid leave, except when the employee is on an Administrative
1225 Leave, shall not be contacted unless in the case of an emergency, as
1226 defined in Article 2.7.

1227 7.10.4 Call-back requests shall only be made by or with the responsible manager
1228 approval. Each manager shall establish a verifiable call-back protocol in
1229 accordance with 7.10, which shall be approved by the appropriate Vice
1230 President.

1231 7.11 Right of Refusal:
1232 Any unit member shall have the right to reject any offer or request for overtime or
1233 call back, on call, or call-in time, except in such emergencies that health and
1234 safety are major concerns.

1235 7.12 Shift Classification:

1236 7.12.1 Swing Shift: When hours of work regularly assigned exceed 4:30 p.m. by
1237 more than three (3) hours per day on a normal workweek. Unit member
1238 must work this shift for at least three (3) of the five (5) normal workdays.

1239 7.12.2 Split Shift: When hours of work regularly assigned are split by two (2) or
1240 more hours for three (3) or more days of a normal workweek.

1241 7.12.3 Graveyard Shift: When hours of work regularly assigned exceed 12
1242 o'clock midnight and/or precede 8:00 a.m. by more than three (3) hours
1243 per shift during a normal workweek. Unit members must work this shift for
1244 at least three (3) for the five (5) normal workdays.

1245 7.12.4 Weekend Shift: In order to qualify for the differential, a unit member's
1246 regular assigned workweek must include both Saturday and Sunday.

1247 7.12.5 A unit member receiving a shift differential who is temporarily reassigned
1248 to a shift qualifying for a lesser differential increment for the Christmas,
1249 Spring, or Summer periods shall continue to receive the shift differential of
1250 his/her regular assignment.

1251 7.13 Schedule of Paid Holidays July 1, 2021 – June 30, 2022. The District shall
1252 provide 18 paid holidays, as set forth below, to eligible bargaining unit members
1253 in accordance with the terms and conditions of this Article. The mandated paid
1254 holidays for bargaining unit members shall be prescribed in the Annual Work
1255 Calendar prepared by the Human Resources Department. The annual holiday
1256 observation dates will be established in accordance with the California
1257 Community Colleges Chancellor's Office and consultation between the District
1258 and CSEA representatives. The holidays to be provided each fiscal year are as
1259 follows:

1260

1261 **2021-2022 FISCAL YEAR (July 1, 2021 – June 30, 2022)**

1262 July 5 • Independence Day

1263 September 6 • Labor Day

1264 November 11 • Veteran's Day

1265 November 25 • Thanksgiving Day

1266 November 26 • Board Approved Holiday

1267	(Friday after Thanksgiving)	
1268	December 23	• Board Approved Holiday
1269	December 24	• Christmas Day (Observance)*
1270	December 27	• Board Approved Holiday
1271	December 28	• Board Approved Holiday
1272	December 29	• Board Approved Holiday
1273	December 30	• Board Approved Holiday
1274	December 31	• New Year's Day (Observance)*
1275	January 17	• Martin Luther King, Jr. Day
1276	February 18	• Lincoln Day
1277	February 21	• Washington Day
1278	March 18	• Board Approved Holiday
1279		(Friday of Spring Recess)
1280	May 30	• Memorial Day
1281	June 20	• Juneteenth (Board approved)
1282		
1283	2022-2023 FISCAL YEAR (July 1, 2022 – June 30, 2023)	
1284	July 4	• Independence Day
1285	September 5	• Labor Day
1286	November 11	• Veteran's Day
1287	November 24	• Thanksgiving Day
1288	November 25	• Board Approved Holiday
1289		(In Lieu of Admission Day)
1290	December 23	• Board Approved Holiday
1291	December 26	• Board Approved Holiday
1292	December 27	• Board Approved Holiday
1293	December 28	• Board Approved Holiday
1294	December 29	• Board Approved Holiday
1295	December 30	• Board Approved Holiday
1296	January 2	• New Year's Day
1297	January 16	• Martin Luther King, Jr. Day
1298	February 17	• Lincoln Day
1299	February 20	• Washington Day
1300	March 17	• Board Approved Holiday
1301		(Friday of Spring Break)
1302	May 29	• Memorial Day
1303	June 19	• Juneteenth (Board approved)
1304		
1305	2023-2024 FISCAL YEAR (July 1, 2023 – June 30, 2024)	
1306	July 4	• Independence Day (Observance)
1307	September 4	• Labor Day
1308	November 10	• Veteran's Day
1309	November 23	• Thanksgiving Day
1310	November 24	• Board Approved Holiday
1311		(In Lieu of Admission Day)
1312	December 22	• Board Approved Holiday

- 1313 December 25 • Christmas Day
- 1314 December 26 • Board Approved Holiday
- 1315 December 27 • Board Approved Holiday
- 1316 December 28 • Board Approved Holiday
- 1317 December 29 • Board Approved Holiday
- 1318 January 1 • New Year's Day
- 1319 January 15 • Martin Luther King, Jr. Day
- 1320 February 16 • Lincoln Day
- 1321 February 19 • Washington Day
- 1322 To Be Determined • Board Approved Holiday
(Friday of Spring Break)
- 1323
- 1324 May 27 • Memorial Day
- 1325 June 19 • Juneteenth (Board approved)
- 1326

*If holiday falls on Saturday, it will be observed by the District on the prior Friday. If holiday falls on Sunday, it will be observed by the District on the following Monday.

Holidays not designated as "Board Approved" are specified by California Education Code.

Holidays on the preceding list shall remain subject to negotiations as necessary in order to conform to the District's Academic Calendar.

7.14 Holiday Eligibility: Except as otherwise provided in this Article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Unit members who are not normally assigned to duty on the holidays occurring during the Christmas/New Year and Spring Vacation periods shall be paid for the required holidays by Education Code and Board approved additional holidays occurring during these periods provided that the unit members were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

7.15 Additional Holiday: Every day appointed by the President of the United States or the Governor of this State, as a public fast, mourning, thanksgiving, or holiday and for which the proclamation states that community colleges shall be closed, pursuant to the provisions of Education Code Sections 88203 and 79020, shall be a paid holiday for all eligible unit members.

7.16 Vacations:

7.16.1 Unit members except as provided in Sections 7.16.2 and 7.16.3 shall earn vacation for each month in paid status according to the following schedule:

Hours Earned Per Month

<u>Current Year of Service</u>	<u>10, 11, and 12-Month Employee</u>
1st	8

1359	2nd	8
1360	3rd	8
1361	4th	8.8
1362	5th	9.6
1363	6th	10.4
1364	7th	11.2
1365	8th	12.0
1366	9th	12.8
1367	10th	13.6
1368	11th	14.4
1369	12th	15.2

1370
1371 The maximum number of hours of vacation for a 10-month unit member is
1372 152, an 11-month unit member is 167.2, and a 12-month unit member is
1373 184.4. Vacation hours shall be prorated on the basis of 22 days in paid
1374 status per month. A unit member shall be in paid status for at least
1375 seventy-five percent (75%) of the workdays for his/her regular annual
1376 assignment to qualify for a year of service. Seventy-five percent (75%) of
1377 the workdays of his/her regular assignment shall be defined as follows:
1378

<u>LENGTH OF ANNUAL ASSIGNMENT</u>	<u>NUMBER OF WORKDAYS</u>
1379 10	165
1380 11	181.5
1381 12	198

1382
1383
1384 If the unit member fulfills the seventy-five percent (75%) requirement, the
1385 employee shall be credited with another year of service and moved down
1386 to the next step, if any, on the above schedule; otherwise the unit member
1387 shall continue on the current year of service for another year.

1388 7.16.2 Unit members who are employed on a monthly salary for a fractional
1389 portion of each working day shall be entitled to vacation benefits in
1390 proportion to the time employed.

1391 7.16.3 Unit members who are employed on an hourly basis shall be entitled to
1392 one (1) hour of vacation leave for each twenty-two (22) hours worked in
1393 a calendar month, or prorata share thereof.

1394 7.16.4 Earned vacation leave shall not accumulate beyond twice the annual
1395 vacation of any unit member. A unit member must request in writing to
1396 take any vacation leave accumulated beyond the allowed accumulated
1397 days. If the request is not approved by the District because of District
1398 needs, the employee will be paid for those days.

1399 7.16.5 Unit members shall be allowed to utilize up to the full amount of
1400 accumulated vacation leave with prior approval of the immediate
1401 manager, and in such a way that there will be the least amount of
1402 interference with the performance of duties necessary to support
1403 educational programs provided by the college and/or meet other District
1404 needs.

- 1405 7.16.5.1 Requests cannot be made more than nine (9) months in advance
 1406 of the requested dates of vacation.
- 1407 7.16.5.2 Vacation requests shall be made by email and followed with a
 1408 District Vacation Request Form signed by the unit member within
 1409 five (5) work days from the submission date of the email to be
 1410 considered official.
- 1411 7.16.5.3 Official requests for vacation will be considered on a first come-
 1412 first served basis. However, the immediate manager will consider
 1413 previous requests to ensure equitable distribution of time off.
- 1414 7.16.5.4 Official vacation requests shall be approved or denied by the
 1415 manager within ten (10) work days. If a vacation request is
 1416 denied, the manager must provide the unit member a written
 1417 reason for the denial within the ten (10) work day period. If no
 1418 written response is provided by the manager within the stipulated
 1419 time, the vacation request is deemed approved.
- 1420 7.16.5.5 Prior approval shall not be required only in the case of the
 1421 utilization of vacation leave in conjunction with extended sick
 1422 leave pursuant to Article 12.
- 1423 7.16.6 Vacation leave may be granted during the school year in which it is earned
 1424 and shall be granted no later than school year immediately following the
 1425 year in which it was earned.
- 1426 7.16.7 Unit members may be permitted to interrupt or terminate vacation leave in
 1427 order to utilize only the following leaves of absence pursuant to this
 1428 Agreement: Bereavement Leave, Jury Duty Leave, Sick Leave (as limited
 1429 herein) and serious illness of a member of the unit member's immediate
 1430 family qualifying for personal necessity leave. Vacation leave may be
 1431 interrupted or terminated to utilize sick leave only in the cases of serious
 1432 illness or injury. In the event the unit member requests an interruption or
 1433 termination of vacation leave, the unit member shall notify the District
 1434 Office of Human Resources and provide written information supporting the
 1435 request for such interruption or termination of vacation leave. The period
 1436 on other leaves of absence, as specified herein, shall be utilized in lieu of
 1437 the vacation leave and shall not extend the vacation period beyond the
 1438 last day of vacation previously approved by the immediate manager.
- 1439 7.16.8 In addition to the vacation leave pursuant to Section 7.16.1, full-time unit
 1440 members shall be eligible to earn bonus vacation leave for accumulated
 1441 sick leave subject to the following provisions:
- 1442 7.16.8.1 If the unit member has accumulated sick leave as of June 30 in
 1443 accordance with the schedule herein, the unit member shall be
 1444 credited with the number of bonus vacation hours shown in the
 1445 schedule below.

<u>Accumulated Sick Leave Hours</u>	<u>Bonus Vacation Leave Hours</u>
192-383	8
384-575	16

1451	576-767	24
1452	768-959	32
1453	960 or more	40

1454
1455 7.16.8.2 The unit member shall be credited with the bonus vacation leave
1456 hours as of July 1 following the determination of accumulated
1457 sick leave on June 30.

1458 7.16.8.3 Bonus vacation leave hours shall not be prorated in fractions of
1459 hours.

1460
1461 7.16.9 Vacation Leave Buy Back:

1462 7.16.9.1 A unit member, at his/her option, may sell back to the District up
1463 to a maximum of seventy-five (75) hours of vacation leave per
1464 fiscal year.

1465 7.16.9.2 A unit member may sell back a minimum of eight (8) hours. An
1466 employee will be limited to selling his/her vacation only once per
1467 fiscal year.

1468 7.16.9.3 A unit member is allowed to accrue a maximum of twice his/her
1469 annual vacation leave allotment.

1470 7.16.9.4 Unit members' accrued vacation hours will be tabulated as of
1471 June 30 of each year. A unit member with more than the
1472 maximum allowable amount as of June 30 of each year will have
1473 his/her future vacation accrual reduced proportionately.

1474 7.16.9.5 A unit member must make a written request to his/her immediate
1475 manager to sell vacation leave. The immediate manager will
1476 forward the unit member's request along with his/her
1477 recommendation to the appropriate vice-president for final
1478 approval. The District retains the right to approve or disapprove
1479 requests on an individual basis. Requests will not be
1480 unreasonably denied. (An example for a denial could be that the
1481 unit member has not taken actual vacation leave within the
1482 previous twelve months.)

1483 7.17 Four Ten-Hour Day Workweek

1484 Full-time unit members who are normally assigned to work a five eight-hour day
1485 workweek may voluntarily request and be authorized to work a four ten-hour day
1486 workweek schedule as determined by the District. Requests for a four ten-hour
1487 day workweek schedule by unit members shall require review for either approval
1488 or denial by both the immediate manager and the appropriate vice president or
1489 the President/Superintendent. Such schedule shall not exceed four (4)
1490 workdays, ten (10) hours per day, nor forty (40) hours per calendar-week period,
1491 beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following
1492 Saturday. This does not preclude the extension of the workweek or the workday
1493 on an overtime basis. The starting time and ending time of the workday shall be
1494 established by the District based on District needs. Prior to effecting any
1495 permanent change in the starting and ending time of the workday, the District
1496 shall notify the unit member in writing ten (10) working days in advance prior to

1497 making the change. In addition, the immediate manager may temporarily modify
1498 the starting and ending time of the workday based on District needs or a request
1499 of the unit member. The following provisions shall apply to administering the four
1500 ten-hour day workweek:

1501 7.17.1 For the purpose of computing overtime for those unit members assigned
1502 to a four ten-hour day workweek, only hours paid in excess of ten (10)
1503 hours per day and/or forty (40) hours in any workweek shall qualify for
1504 overtime pay.

1505 7.17.2 Unit members who are required to work on a District-recognized
1506 holiday/paid recess day will in addition to receiving their regular
1507 compensation receive holiday pay at time and one-half for time worked in
1508 excess of the first two (2) hours worked on said day. The first two (2)
1509 hours worked are already included in the unit member's regular
1510 compensation for the pay period and therefore do not qualify for holiday
1511 pay compensation.

1512 7.17.3 Unit members who are scheduled to work on a District-recognized
1513 holiday/paid recess day but do not work on such day, will receive their
1514 regular compensation which includes eight (8) hours of pay. The
1515 remaining two (2) hours that are not worked that day must be charged out
1516 to either: vacation leave, compensatory time, or absence without pay.

1517 7.17.4 If a District-recognized holiday/paid recess day falls outside a unit member's
1518 work schedule the unit member will be given one of his/her assigned
1519 workdays during the same workweek as a day off in lieu of such
1520 holiday/paid recess day and will receive regular compensation which
1521 includes eight (8) hours of pay, and the remaining two (2) hours that are not
1522 worked that day must be charged to either: vacation leave, compensatory
1523 time, or absence without pay. If not given another workday off within the
1524 same workweek in lieu of such holiday/paid recess day then the unit
1525 member will be considered to have worked one (1) of his/her workdays in
1526 that workweek the same as having worked on a holiday/paid recess day,
1527 and the unit member will in addition to receiving his/her regular
1528 compensation receive holiday pay at time and one-half for time worked in
1529 excess of the first two (2) hours worked on said day. The first two (2) hours
1530 worked are already included in the unit member's regular compensation for
1531 the pay period and therefore do not qualify for holiday pay compensation.

1532 7.17.5 Reporting of absences for all purposes except bereavement and jury duty
1533 leave shall be on an hour-for-hour basis. Bereavement and jury duty
1534 leave will be reported on a day-for-day basis (i.e., a day of such leave
1535 shall be for whatever hours the employee is scheduled to work on such
1536 day).

1537 7.17.6 A twenty (20) minute compensated rest period shall be provided each unit
1538 member for each five (5) hour period of service. The rest period herein
1539 described shall be taken at or near the midpoint of each five (5) hour
1540 period of service. Any exception to this will be at times least disruptive to
1541 the operation of the office or department and subject to the approval of the

1542 immediate manager. It is the unit member's responsibility to take a rest
1543 period. The rest period is not to be used for any other District purpose.
1544 7.17.7 Unit members will only be allowed to interrupt and/or terminate the four
1545 ten-hour day workweek schedule assignment, and return to the five eight-
1546 hour day workweek assignment after completion of a full calendar-week
1547 work period. The immediate manager may interrupt or terminate an
1548 employee's four ten-hour day workweek schedule in accordance with
1549 District needs.

1550 7.18 Voluntary Nine Hour Per Day/Eighty Hours Per Two-Week Work Schedule
1551 Full-time unit members who are normally assigned to work a five eight-hour
1552 workweek may voluntarily request and be authorized to work a nine hour per
1553 day/eighty hour per two-week work schedule period as designated by the District.
1554 Requests for a nine-hour per day/eighty hours per two-week work schedule by
1555 unit members shall require review for either approval or denial by both the
1556 immediate manager and the appropriate vice president or the
1557 President/Superintendent.

1558 7.18.1 Unit members approved for participation on this work schedule shall be
1559 assigned to work a total of eighty (80) hours of service on a nine (9)
1560 workday assignment in a two calendar week work cycle.

1561 7.18.2 The two-week work assignment cycle shall consist of nine workdays, eight
1562 of which shall be nine-hour days, and one of which shall be an eight-hour
1563 day. Overtime compensation shall be provided for all hours worked in
1564 excess of the required workday (which shall not exceed nine hours) for
1565 unit members designated and authorized to perform overtime work.

1566 7.18.3 For unit members assigned to work on a Monday through Friday basis and
1567 who are approved to have alternating Fridays as the unassigned day, the
1568 workweek shall be defined as beginning at the start of the fifth hour of the
1569 work assignment on the Friday the unit member is assigned to work, and
1570 ending at the same time of day on the following Friday, and at which time
1571 the succeeding workweek will begin and then end at the completion of the
1572 fourth hour of the work assignment on the following Friday. Such unit
1573 members will be assigned to work nine hours each workday except for
1574 Fridays. On Fridays, unit members will be assigned to work eight hours
1575 on an alternating basis with the alternate Friday being an unassigned day.

1576 7.18.4 For unit members assigned to work on a Monday through Friday basis,
1577 and who are approved to designate a day other than Friday as the
1578 alternating unassigned day and unit members assigned to work a
1579 workweek other than on a Monday through Friday basis, the workweek for
1580 the purpose of this work schedule shall be defined as beginning at the
1581 start of the fifth hour of the work assignment on the workday on which the
1582 unit member is assigned to work eight hours in a workweek, and ending at
1583 the same time of day on the same day of the following week, and at which
1584 time the succeeding workweek will begin and then end at the completion
1585 of the fourth hour of the work assignment on the same day of the following
1586 week. Such unit members shall be assigned to work nine hours each
1587 workday except for one eight-hour workday in alternating weeks, and one

unassigned day in alternating weeks, which shall be scheduled on the same day of the week so that such unit members are not assigned to work more than 40 hours in any given workweek.

7.18.5 Holiday/Paid Recess Day Provisions

7.18.5.1 If a holiday/paid recess day occurs on workday that unit members are normally assigned to work nine hours, unit members shall receive eight hours of time off with pay in accordance with the provisions for holiday eligibility, and unit members must charge the remaining one hour of time off on such day to either: vacation leave, compensatory time, or absence without pay.

7.18.5.2 If a District-recognized holiday/paid recess day falls on the day normally scheduled as a unit member's unassigned day in a two-week work cycle the unit member will be given one of his/her assigned workdays during the same workweek as a day off in lieu of such holiday/paid recess day and will receive regular compensation which includes eight (8) hours of pay. If the day given off is a nine-hour workday the remaining one (1) hour that is not worked that day must be charged to either: vacation leave, compensatory time, or absence without pay. If not given another workday off within the same workweek in lieu of such holiday/paid recess day then the unit member will be considered to have worked one (1) of his/her workdays in that workweek the same as having worked on a holiday/paid recess day and the unit member will in addition to receiving his/her regular compensation receive holiday pay at time and one-half for time worked on said day except as follows: If the time worked by a unit member for this holiday pay provision is rendered on a day scheduled as a nine-hour workday the unit member will receive holiday pay at time and one-half for time worked in excess of the first one (1) hour worked on said day. The first one (1) hour worked is already included in the unit member's regular compensation and therefore does not qualify for holiday pay compensation.

7.18.6 Unit members will only be allowed to interrupt and/or terminate the nine-eighty work schedule assignment and return to the five eight-hour day workweek assignment after completion of any full two-workweek nine-eighty cycle. The immediate manager may interrupt or terminate a unit member's nine-eighty work schedule in accordance with District needs.

7.18.7 Reporting of absence for all purposes except bereavement and jury duty leave shall be on an hour-for-hour basis. Bereavement and jury duty leave shall be reported on a day-for-day basis (i.e., a day of such leave shall be for whatever hours the employees is scheduled to work on such day).

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7.19 Fluctuating Work Schedule

The District may, with the consent of a unit member, establish a fluctuating work schedule which includes workdays of more than eight (8) hours, but not less than four (4) hours, per day for unit members assigned to the Student Activities Department, Athletics Department, and Theatre/Music Departments; and other unit members, as designated by the District, where support of programs/activities/events on the District's Master Calendar requires fluctuations in a position's daily working hours. Such work schedule shall not exceed five (5) workdays, or forty (40) hours, in a calendar week period beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday. The following provisions shall apply to unit members assigned to work a fluctuating work schedule:

7.19.1 The work schedule for such unit members shall be as assigned by the District with unit member input and based on District needs. At least one (1) week prior to the beginning of each calendar month, such unit members shall be given a written schedule indicating the days and hours the unit member is assigned to work during the month.

7.19.2 Such unit members shall be exempt from overtime compensation for time worked in excess of eight (8) hours in a day.

7.19.3 Such unit members shall be compensated on an overtime basis only for time worked in excess of forty (40) hours, or time worked on a sixth (6th) or seventh (7th) workday, in a calendar week period as defined above.

7.19.4 Such unit members shall be exempt from the limitations on shift changes, and shift differential provisions as specified elsewhere under this Agreement.

7.19.5 Such unit members shall be granted paid time off or holiday pay (up to eight hours for a full-time unit member) for each District-recognized holiday pursuant to the provisions of Articles 7.9, 7.13, 7.14, and 7.15.

7.19.6 Reporting of absences for all purposes except bereavement and jury duty leave shall be on an hour-for-hour basis. Bereavement and jury duty leave will be reported on a day-for-day basis (i.e., a day of such leave shall be for whatever hours the employee is scheduled to work on such day).

7.19.7 Unit members will only be allowed to interrupt and/or terminate the fluctuating work schedule assignment, and return to the five eight-hour day workweek assignment after completion of a full calendar-week work period. The immediate manager may interrupt or terminate a unit member's fluctuating work schedule in accordance with District needs.

7.20 Floating Holiday: The District shall grant unit members in the bargaining unit two floating holidays to be taken during the fiscal year (July 1 through June 30). The holidays may be taken at the discretion of the unit member with the advance approval of the unit member's immediate manager. The floating holidays must be used during each fiscal year or they will be forfeited. The floating holidays may not be carried over from one year to the next.

1680 **ARTICLE 8: EFFECTS OF LAYOFF**

- 1681 8.1 Layoff for lack of funds or layoff for lack of work includes any reduction in hours
1682 of employment or reduction of the work year.
- 1683 8.2 When classified positions must be eliminated as a result of the expiration of a
1684 specifically funded (e.g. categorical) program, unit members will be given a
1685 minimum of sixty (60) calendar days' notice of layoff prior to the effective date of
1686 layoff. When classified positions must be eliminated due to a reduction in
1687 services or lack of funds other than those of a specifically funded program, the
1688 following must occur:
- 1689 A) The Superintendent shall notify the affected employee(s) and Board of
1690 Trustees, stating the reason that the unit member's services will not be
1691 required for the ensuing year, and informing the employee of the
1692 employee's displacement rights in writing not later than March 15th of the
1693 college year.
 - 1694 B) Procedures for layoff notice, right to hearing, and necessary timelines are
1695 set forth in the Education Code section 88017.
 - 1696 C) The final notice of the Board's determination shall become effective on or
1697 before May 15th of the college year.
 - 1698 D) When a unit member is provided final notice of the Board's determination
1699 not to reemploy the unit member for the ensuing year, the affected unit
1700 member shall also be provided notice of their subsequent reemployment
1701 rights and right to participate in promotional opportunities.
- 1702 8.3 The notice of layoff shall be delivered personally to the employee. If the
1703 employee is inaccessible, the notice may be mailed by certified or registered mail
1704 to the employee at his/her last known address. The layoff notice shall contain the
1705 following information:
- 1706 A) The proposed effective date of layoff;
 - 1707 B) The unit members right to request a hearing within seven (7) calendar
1708 days.
- 1709 8.4 Whenever a unit member is laid off, the order of layoff within the class shall be
1710 determined by length of service. The unit member who has been employed the
1711 shortest time in the class, plus higher classes, shall be laid off first.
1712 Reemployment shall be in the reverse order of layoff.
1713 Length of service means all hours in paid status, but does not include any hours
1714 compensated solely on an overtime basis. Hours in paid status shall not be
1715 interpreted to mean any service performed prior to entering into a probationary or
1716 permanent status in the classified service of the District.
- 1717 8.5 Unit members laid off because of lack of work or lack of funds are eligible for
1718 reemployment in the classification from which they were laid off for a period of
1719 thirty-nine (39) calendar months and shall be reemployed in preference to new
1720 applicants. All rights and status acquired shall be restored at the time of
1721 reemployment from the reemployment list.
- 1722 8.6 If a laid off unit member on the thirty-nine (39) calendar month reemployment list
1723 refuses three (3) offers of reemployment, they will have waived their
1724 reemployment rights, and their name will be withdrawn from the reemployment

- 1725 list and they will not be considered for any other assignments. (Offers and
1726 refusals must be in writing.)
- 1727 8.7 Unit members who are offered by the District and accept voluntary demotions or
1728 voluntary reductions in assigned time in lieu of layoff or remain in their present
1729 positions rather than be reclassified or reassigned, shall be granted the same
1730 rights as persons laid off and shall retain eligibility to be considered for
1731 reemployment for an additional period of up to twenty-four (24) months; provided
1732 that the same tests of fitness under which they qualified for appointment to the
1733 class shall still apply. The District shall make the determination of the specific
1734 period of eligibility for reemployment on a class-by-class basis.
- 1735 8.8 If two (2) or more employees subject to layoff have equal seniority in a class, the
1736 determination as to who will be laid off will be made on the basis of the greater
1737 hire date in the class. If both employees have equal seniority, the determination
1738 will be made by lot.
- 1739 8.9 Unit members laid off will be entitled to medical and dental benefits for ninety
1740 (90) days after the effective date of layoff.
- 1741 8.10 Upon notification of layoff, unit members will be given a total of twelve (12) hours
1742 of release time from their assignments for employment interviews with other
1743 employers. A unit member must notify their supervisor one day prior to interview
1744 for the use of this release time. (This provision only applies to those unit
1745 members whose layoff results in a complete termination of employment with the
1746 District.)
- 1747 8.11 Unit members laid off will be given first consideration for substitute non-academic
1748 employment in any class the District determines the unit member meets the
1749 minimum qualifications.
- 1750 8.12 Any employee laid off for lack of work or lack of funds and who elects service
1751 retirement from the Public Employees' Retirement System shall be placed on an
1752 appropriate reemployment list in accordance with Education Code Section
1753 88015.
- 1754 8.13 The District shall make good faith efforts to avoid layoffs by voluntary
1755 reassignments, voluntary transfers, and voluntary retirements.
- 1756 8.14 When there has been a layoff, vacancies within a class shall be filled in the
1757 following order: 1) Reemployment List; 2) Transfers; and 3) Announce and
1758 screen for vacant position.
- 1759 8.15 The District will make every reasonable effort for unit members separated from
1760 service with the District due to layoff to receive payment of all earned salary
1761 and/or allowances on or about the employee's last day of paid service.
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ARTICLE 9: TRANSFER PROCEDURES

9.1 Definition

A transfer is defined as a lateral move by a classified bargaining unit employee from the employee's present position to a position in another job location but within either the same job classification or a different job classification at the same salary range.

9.2 Employee Initiated Transfer Requests

9.2.1 The criteria to be used in consideration of transfer requests shall include one or more of the following:

9.2.1.1 The needs and efficient operation of the District.

9.2.1.2 The contribution the unit employee can make in another job location.

9.2.1.3 The qualifications, including experience, knowledge, skills, abilities, and recent training of the unit employee compared to those of other candidates for both the job locations to be filled, and the job location to be vacated.

9.2.1.4 The length and quality of the service rendered to the District by the unit employee.

9.2.1.5 The recommendation of the immediate manager to whom the employee is currently responsible and the immediate manager where the vacancy exists.

9.2.1.6 The preference of the unit employee.

9.2.1.7 An opportunity to be evaluated in a different location.

9.2.1.8 Significant personality conflicts with other employees.

9.2.2 A request for transfer on a District and CSEA approved form may be submitted at any time to the Office of Human Resources. An employee initiated transfer request on a proper form shall remain on file in the Human Resources office for two (2) years or when the transfer occurs, whichever is sooner, unless otherwise removed at the request of the employee. A copy of the names of employees on the transfer request list shall be provided to the CSEA President within 10 working days of when the list is modified.

9.2.3 Unit employees on the transfer request list shall be offered an interview between the employee and the manager for any vacancy within the same job classification or a different job classification at the same salary range. Should the manager choose to open the vacancy for recruitment, the unit employee will be notified in writing of the recruitment at the time it is announced, and will be offered assistance by Human Resources on how to complete the application on-line.

9.2.4 The District shall provide the unit employee, the appropriate immediate manager, and the CSEA President with official notification of the approval of the voluntary transfer request. After the unit employee accepts the transfer, the employee and CSEA shall be notified officially by District inner campus mail and email within five (5) workdays.

9.2.5 A request for transfer may be withdrawn by the employee at any time prior to the Board confirmation that the transfer has been made by the District.

1817 9.2.6 An employee shall not be subject to any arbitrary action by the District as
1818 a direct result of utilizing the voluntary transfer procedures.

1819 9.3 Employer Initiated Transfers

1820 9.3.1 An employer-initiated transfer is defined as a transfer without the
1821 employee's request or approval.

1822 9.3.2 Employer-initiated transfers are made at the discretion of the District to meet
1823 the operational needs of the District for any of the following reasons:

1824 9.3.2.1 A change of workload necessitating transfer of unit employees.

1825 9.3.2.2 Improved efficiency of the District.

1826 9.3.2.3 Reassignment of member of immediate family. Members of the
1827 immediate family who are employed by the District shall not be
1828 assigned to a work location in which the employee is supervised,
1829 directly or indirectly, by a member of his/her immediate family. If
1830 family relationships change as a result of marriage or domestic
1831 partnership during the school year, and an employee is subject to
1832 supervision, directly or indirectly, by a member of his/her immediate
1833 family, a reassignment shall be initiated immediately thereafter.

1834 9.3.2.4 An opportunity to evaluate a unit employee in a different location.

1835 9.3.2.5 Significant personality conflicts with other unit employees.

1836 9.3.3 Except where a bonafide business necessity exists, a minimum of fifteen
1837 (15) working days' written notice shall be provided to an employee
1838 involuntarily transferred.

1839 9.3.4 No employee shall be involuntarily transferred for arbitrary reasons
1840 unrelated to the operational needs of the District.

1841 9.4 Vacancies Created by Transfer

1842 9.4.1 Openings created by a transfer (employee-initiated/employer-initiated) that
1843 are determined by the District to be vacant, shall be filled by giving first
1844 consideration to the unit employees on the lateral transfer list based on
1845 Article 9.2.3. If no unit employee is selected from the transfer list, the vacant
1846 position will be opened for recruitment.

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1863 **ARTICLE 10: EVALUATION PROCEDURES**

1864 The following procedures shall be utilized with regard to the unit employees covered by
1865 this Agreement.

1866 10.1 Probationary Employee Evaluations

1867 Regular probationary unit employees shall receive at least two (2) formal, written
1868 performance ratings, on District approved forms, during the probationary period.
1869 The performance ratings normally shall be conducted on or about the end of the
1870 3rd and 5th months of the probationary period. For sworn police officer and
1871 dispatcher classifications required to serve a twelve (12) month probationary
1872 employment period, the performance ratings will normally be conducted on or
1873 about the end of the 6th and 11th months of the probationary period.

1874 10.2 Permanent Employee Evaluations

1875 Regular permanent unit employees shall receive at least one (1) formal, written
1876 performance rating, on a District approved form, each year on or about the
1877 employee's annual anniversary date.

1878 10.3 General Provisions

1879 10.3.1 A unit employee may be evaluated by his/her immediate manager at any
1880 other time if exemplary or unsatisfactory service is performed. If there is
1881 an immediate supervisor (non-management, non-unit employee) who
1882 supervises the employee, the immediate supervisor may participate in the
1883 evaluation of the unit employee in addition to the immediate manager.

1884 10.3.2 The rating forms will be completed by the unit employee's immediate
1885 manager prior to an evaluation conference between the employee and the
1886 immediate manager and immediate supervisor, if any. The formal rating
1887 form shall contain information bearing on employee performance related
1888 to the currently approved evaluation criteria.

1889 10.3.3 The rating shall contain an appraisal of the unit employee's performance
1890 and, as appropriate, commendations or specific suggestions for the
1891 improvement of the employee's performance. The unit employee shall
1892 sign the performance rating forms signifying only that the employee has
1893 read and received a copy of the document.

1894 10.3.4 The unit employee shall receive a written copy of the performance rating
1895 forms described herein at a personal conference conducted by the
1896 immediate manager and immediate supervisor, if any. Within five (5)
1897 working days of receipt of the evaluation, the unit employee may request a
1898 review of the evaluation by the Director of Human Resources, (or
1899 designated Human Resources representative, Vice President, or
1900 President-Superintendent), and his/her decision on the evaluation shall be
1901 final. Within ten (10) working days of receipt of the evaluation from the
1902 immediate manager or within ten (10) working days of the final response
1903 by the Director of Human Resources (or designated Human Resources
1904 representative, Vice President, or President-Superintendent), if a review is
1905 requested, the unit employee may attach a written response to the
1906 performance evaluation. The evaluation and attachment, if any, shall be
1907 placed in the bargaining unit employee's personnel file.
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10.3.5 The immediate manager's judgment and recommendations contained in the evaluation appraisals described herein and the evaluation objectives, standards, and criteria utilized by the immediate manager shall not be subject to the Grievance Procedure of Article 4. Disciplinary actions, including suspension, demotion, and dismissal, may be undertaken as a result of or independently of evaluation procedures. Any challengers to District disciplinary actions shall not be subject to the Grievance Procedure of Article 4.

10.3.6 If an immediate manager has supervised a permanent unit employee for less than six (6) months, an annual evaluation that is due for the employee will be postponed until a six (6)-month supervision period is completed, except in the event of circumstances as approved in writing by the Director of Human Resources (or designated Human Resources representative, Vice President, or President-Superintendent), with a copy of such approval also provided to the employee. In lieu of postponement, such an evaluation may be completed by the individual who served as the employee's immediate manager during the annual evaluation period provided they supervised the employee for a minimum of six (6) months during the period covered by the annual evaluation, and is still employed by the District. This six (6)- month supervision requirement does not apply to an evaluation(s) of a unit employee serving in a probationary period.

10.3.7 An immediate manager may not complete an annual evaluation that is due for a permanent unit employee more than thirty (30) calendar days after the employee's annual anniversary date for evaluation, except in the event of circumstances as approved in writing by the Director of Human Resources (or designated Human Resources representative, Vice President, or President-Superintendent), with a copy of such approval also provided to the employee. This provision does not apply to the postponement of completion of an annual evaluation of a unit employee pursuant to the provisions of Article 10.3.6 above.

10.3.8 Changes to the existing forms used to complete evaluations of unit employees shall be mutually agreed to by the District and CSEA.

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ARTICLE 11: CONCERTED ACTIVITIES

It is agreed and understood that there will be no unauthorized leaves in the form of a strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members including compliance with the request of other labor organizations to engage in such forms of unauthorized leaves:

- 11.1 CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit employees to do so. In the event of an unauthorized leave in the form of a strike, work stoppage, slow-down, or other interference with the operations of the District by unit employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such unauthorized leaves.
- 11.2 It is agreed and understood that any unit employee violating this Article may be subject to appropriate disciplinary action including but not limited to suspension, demotion, or termination.
- 11.3 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any right, privileges, or services provided for in this Agreement from any unit employee who violates this Article and/or CSEA if it violates this Article.
- 11.4 In the event of any concerted activities such as a strike, work stoppage, slow-down or picketing by any other employees or employee organizations in the District, the District and CSEA agree that the unit employees covered by this Agreement shall be allowed to render services to the District for the duration of the concerted activities.

2002 **ARTICLE 12: SICK LEAVE**

- 2003 12.1 Unit employees employed by the District full-time with full pay for a fiscal year
2004 shall be entitled to ninety-six (96) hours of leave of absence for illness or injury,
2005 exclusive of days they are not required to render service. Days and/or hours, as
2006 used in this Article, means the employee's regularly, assigned work schedule,
2007 exclusive of overtime.
- 2008 12.2 Unit employees employed less than full-time and/or less than a full fiscal year are
2009 entitled to that proportion of ninety-six (96) hours of leave of absence for illness
2010 or injury as the number of months and/or number of hours per week they are
2011 employed bear to a forty (40) hour per week twelve (12) month assignment.
- 2012 12.3 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to
2013 taking such leave by the unit employee and such leave may be taken at any time
2014 during the employee's assigned work year. Probationary unit employees of the
2015 District shall not be eligible to take more than forty-eight (48) hours of such leave,
2016 or the proportionate amount to which they may be eligible under Sections 12.2
2017 and 12.3.
- 2018 12.4 Pregnancy Disability: Unit employees who are in paid status immediately
2019 preceding medically-verified pregnancy disability shall be eligible to receive
2020 compensation at their regular rate of pay charged against available sick leave for
2021 the workdays missed during the period of disability, subject to the following
2022 conditions:
- 2023 12.4.1 The employees shall submit a physician's statement verifying the disability
2024 to the Office of Human Resources prior to the effective day of the leave;
2025 and
- 2026 12.4.2 During the leave, the employee shall submit to the Office of Human
2027 Resources at least once each two (2) weeks a physician's statement
2028 verifying the continued disability. At the conclusion of the pregnancy
2029 disability and release to return to work from the employee's physician, the
2030 employee shall either immediately return to work, resign, or commence an
2031 unpaid Family and Medical Leave pursuant to Article 26. At the
2032 conclusion of the "Family and Medical Leave" period under Article 26, the
2033 employee may request an additional unpaid leave for child rearing
2034 pursuant to Article 17.
- 2035 12.5 Unit employees, except as provided below, absent due to illness or injury shall
2036 follow procedures established by their immediate manager to notify their
2037 immediate manager or department of intent to be absent, the nature of the illness
2038 or injury, and the anticipated duration of the illness not later than one (1) hour
2039 after the start of the work shift in order to be eligible for paid illness or injury
2040 leave. Unit employees on a swing, graveyard, or weekend shift absent due to
2041 illness or injury shall follow procedures established by their immediate manager
2042 to notify their immediate manager or department of intent to be absent, the
2043 nature of the illness or injury, and the anticipated duration of the illness not later
2044 than one (1) hour before the start of the work shift in order to be eligible for paid
2045 illness or injury leave. If the unit employee fails to provide the notification of
2046 absence as specified above, the absence shall be unpaid.
- 2047 12.6 Periods of Absences:

- 2048 12.6.1 Absences for Less Than Five (5) Consecutive Workdays: Unit employees
2049 absent for any illness or injury for less than five (5) consecutive workdays
2050 may be required, at the discretion of their immediate manager, to submit a
2051 medical statement as specified in Article 12.7 below to verify the absence.
2052 If such a medical statement is required by the District, any medical cost for
2053 acquiring the statement not covered by medical insurance shall be paid to
2054 the employee by the District.
- 2055 12.6.2 Absences for Five (5) or more Consecutive Workdays: Unit employees
2056 absent for any illness or injury for five (5) or more consecutive workdays
2057 may be required, at the discretion of their immediate manager, to
2058 periodically submit medical statement(s) as specified in Article 12.7 below
2059 to verify the absence. If such a medical statement(s) is required by the
2060 District, any medical cost for acquiring the statement(s) not covered by
2061 medical insurance shall be borne by the employee.
- 2062 12.7 Medical Statement(s) Verifying Absence(s) Due to Any Illness or Injury: Medical
2063 statement(s) verifying a unit employee's absence due to any illness or injury must
2064 be from a physician treating the employee for the medical condition for which the
2065 employee is on leave, and verify any or all of the following as may be required by
2066 the District: the period of absence, reason for absence, the date the employee is
2067 released to return to work, and that the employee is able to perform all of the
2068 required duties of his/her same position without restriction. The immediate
2069 manager may require the submission of such a statement prior to the employee
2070 being permitted to return to work, and if so, the employee shall be notified of this
2071 requirement prior to the day the employee returns to work. If the unit employee
2072 is not notified of this requirement until he/she returns to work, the District shall
2073 provide the employee a reasonable amount of time necessary to obtain such
2074 required medical statement.
- 2075 12.8 Absences Due to Surgery, Serious Injury, or Serious Illness: In addition to the
2076 provisions as specified in Articles 12.6 and 12.7 above, unit employees absent
2077 due to surgery, serious injury, or serious illness, must submit a medical
2078 statement of release to return to work to their immediate manager prior to being
2079 permitted to return to work. Such medical statement must be from a physician
2080 treating the employee for the medical condition for which the employee is on
2081 leave, and verify: the date the employee is released to return to work, and that
2082 the employee is able to perform all of the required duties of his/her same position
2083 without restriction.
- 2084 12.9 Unit employees shall be required to submit to medical examination(s) by a
2085 District-designated physician(s), at District expense, as directed by the President/
2086 Superintendent, the administrator responsible for the administration of the
2087 classified personnel program, or the appropriate vice president.
- 2088 12.10 An absent unit employee shall notify his/her immediate manager before the end
2089 of his/her scheduled workday whether he/she will be returning to work the
2090 following day.
- 2091 12.11 A unit employee may utilize accumulated sick leave for the purpose of medical,
2092 dental, and/or vision care appointments which cannot be scheduled during non-
2093 duty hours.

2094 12.12 If a unit employee does not take the full amount of sick leave allowed in any year,
2095 the amount not taken shall be accumulated from year to year.
2096 12.13 After all earned sick leave with full pay is exhausted, unit employees shall be
2097 entitled to a maximum of 100 total working days each fiscal year (July 1-June
2098 30), of non-accumulative extended sick leave with partial pay, for any and all
2099 absence(s) due to illness/injury combined regardless of the number, reason(s), or
2100 period(s), of such absence(s). Such days of extended paid sick leave shall be
2101 compensated at fifty percent (50%) of the unit employee's regular rate of pay
2102 (exclusive of any overtime), and shall be available only after the exhaustion of all
2103 other paid leave, including sick leave, vacation, holidays, or compensatory time.
2104 Only a single 100 working day period of extended sick leave with fifty percent
2105 (50%) pay shall be allowed for any single and continuous absence due to
2106 illness/injury that begins in one fiscal year and extends into the next fiscal year.
2107 Eligibility for extended sick leave with fifty percent (50%) pay is subject to the
2108 same provisions regarding medical verifications for such absence(s) as specified
2109 in Articles 12.6, 12.7, 12.8, and 12.9 above.
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2140 **ARTICLE 13: PERSONAL NECESSITY LEAVE**

2141 13.1 A maximum of sixty-four (64) hours of absence per year for illness or injury leave
2142 earned pursuant to the Sick Leave provisions of this Agreement, may be used by
2143 the unit employee, at his/her election, in cases of personal necessity, for the
2144 following purposes only:

- 2145 a) Death of a member of the unit employee's immediate family (as defined in
2146 Article 14: Bereavement Leave) when additional leave is required beyond that
2147 provided in the Bereavement Leave provisions of this Agreement.
- 2148 b) Accident, involving the unit employee's person or property, or the person or
2149 property of a member of the immediate family (as defined in Article 14:
2150 Bereavement Leave).
- 2151 c) Appearance in any court or before any administrative tribunal as a litigant,
2152 party, or witness under subpoena or any order made with jurisdiction. If the
2153 duration of the appearance comprises one-half ($\frac{1}{2}$) or less of the unit
2154 employee's regular assignment, the employee shall return to work for the
2155 remainder of his/her assignment.
- 2156 d) Illness of a member of the unit employee's immediate family (as defined in
2157 Article 14: Bereavement Leave).
- 2158 e) Birth of a child to the wife of a unit employee or to the daughter or daughter-
2159 in-law of a unit employee.
- 2160 f) Activities required by governmental agencies for the adoption of a child by the
2161 unit employee (or employee's spouse), foster care placement of a child or
2162 ward with the unit employee.
- 2163 g) Medical, dental, and/or vision care appointments which cannot be scheduled
2164 during non-duty hours.
- 2165 h) Imminent danger of the home of the unit employee.
- 2166 i) To vote in local, state, or national elections.

2167 Personal business subject to the following conditions:

- 2168 (1) To qualify as personal business, the circumstances shall be of a serious
2169 nature which cannot be expected to be disregarded and necessitates
2170 immediate attention, and which cannot be dealt with during off-duty hours.
- 2171 (2) Advance authorization for utilization of this leave shall be obtained from
2172 the immediate manager pursuant to the conditions of Article 13.3, except
2173 in the cases of an emergency. In the cases of an emergency, notification
2174 shall be provided to the immediate manager before leaving the work site.

2175 13.2 Some examples of reasons for which approval of requests for personal necessity
2176 leave shall not be utilized are:

- 2177 a) political activities or demonstrations;
- 2178 b) vacation, recreation, or social activities;
- 2179 c) civic or organization activities;
- 2180 d) employee association activities;
- 2181 e) routine personal activities;
- 2182 f) occupational investigation.

2183 13.3 Unit employees, except as provided below, shall request approval of personal
2184 necessity leave from their immediate manager prior to the beginning of the work
2185 shift in which the absence is requested. Unit employees on a swing, graveyard,

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or weekend shift shall request approval of personal necessity leave from their immediate manager at least one (1) hour prior to the beginning of the work shift in which the absence is requested. The prior notification requirement shall be waived in cases of an emergency, but notification must be made before leaving the work site. If the unit employee fails to provide the notification as specified above, the absence shall be unpaid.

13.4 Upon return from a Personal Necessity Leave, unit employees shall be required to complete absence verification forms provided by the District and to submit any verification as may be required. The employee shall receive his/her regular compensation for such absences upon verification by the employee that the absence was due to a personal necessity as defined herein.

13.5 If the personal necessity leave is utilized for the reasons stated in Section 13.2 or for a purpose other than the reasons stipulated by the unit employee, the absence shall be unpaid, and the employee may be subject to appropriate discipline.

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ARTICLE 14: BEREAVEMENT LEAVE

- 14.1 The District agrees to grant necessary leave of absence with pay at the unit employee’s regular rate not to exceed five (5) days on account of the death of any member of the immediate family of a unit member.
Immediate family for the purposes of this section includes: father, mother, brother, sister, spouse, registered domestic partner (as defined in California Family Code Section 297), child (biological, adopted, foster), grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepson, stepdaughter, legal ward living in the unit member’s immediate household, or any relative living in the unit member’s immediate household.
- 14.2 A unit member shall be granted a paid bereavement leave of three (3) work days or five (5) work days if travel of 200 miles or more is required, for a death of the following family members: brother-in-law, sister-in-law, grandfather, grandfather-in-law, grandmother, grandmother-in-law, uncle, aunt, niece, nephew, foster parents in lieu of father or mother, or former legal guardian. Unit members may request approval by their immediate manager to utilize other leave (paid or unpaid), as may be available and authorized in accordance with the provisions of this Agreement, for absence on account of the death of any relative not designated as an immediate family member pursuant to Article 14.1.
- 14.3 Unit members, except as provided below, shall be required to notify their immediate manager or department office no later than one (1) hour after the start of their regular work shift to request Bereavement Leave, except in the case of extraordinary circumstances. Unit members on a swing, graveyard, or campus police officers shift shall notify their immediate manager or department office at least one (1) hour prior to the start of their regular work shift to request Bereavement Leave, except in the case of extraordinary circumstances. Failure to provide the required notice may result in ineligibility for paid leave and may be considered to be unauthorized absence.
- 14.4 Unit members shall be required to complete a leave verification form provided by the District and provide such reasonable of eligibility for Bereavement Leave benefits as may be required by the District.

2278 **ARTICLE 15: INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

- 2279 15.1 Unit employees who sustain an injury or illness arising directly out of and in the
2280 course and scope of their employment shall be eligible for a maximum of four-
2281 hundred and eighty (480) hours paid leave in any one (1) fiscal year. This leave
2282 shall not be accumulated from year to year. Industrial accident or illness leave
2283 shall commence on the first day of absence. At the request of the District, the
2284 employee shall be examined by a physician designated by the District at District
2285 expense to determine: (a) whether or not the employee has sustained an injury
2286 or illness, (b) the extent of the disability, and (c) the length of time during which
2287 the employee will be disabled. Based on the examination of the physician, report
2288 of the immediate manager, and report of the employee, the District shall
2289 determine the employee's eligibility for an industrial accident or illness leave.
- 2290 15.2 A unit employee who has sustained an alleged job-related injury shall report the
2291 injury on a District-approved accident report form within twenty-four (24) hours to
2292 the immediate manager. An employee shall report any illness on a District-
2293 approved form to the immediate manager within twenty-four (24) hours of
2294 knowledge that the illness is an alleged industrial illness.
- 2295 15.3 Payment for wages lost on any day shall not, when added to an award granted
2296 under the Workers' Compensation Laws of this State, exceed the normal wage
2297 for the day. Industrial accident and illness leave will be reduced by one (1) day
2298 for each day of authorized absence, regardless of a compensation award made
2299 under the Workers' Compensation Laws. When an industrial accident or illness
2300 occurs at a time when the full four-hundred and eighty (480) hours will overlap
2301 into the next fiscal year, the unit employee shall be entitled to only that amount
2302 remaining at the end of the fiscal year in which the industrial injury or illness
2303 occurred, for the same illness or injury.
- 2304 15.4 Unit employees shall be required to serve or have served as a regular classified
2305 employee of the District in a paid status continuously for a period of six (6)
2306 months, to be eligible for industrial accident leave. If and when the District
2307 requires pre-employment physical examinations, this six (6) months eligibility
2308 requirement will be deleted. Nothing in this Article (15.4) shall be subject to the
2309 grievance procedure as set forth in Article 4 of this Agreement.
- 2310 15.5 Industrial accident or illness leave is to be used in lieu of normal sick leave
2311 benefits. When entitlement to industrial accident or illness leave under this
2312 section has been exhausted, entitlement to other sick leave, vacation, or other
2313 paid leave shall be used. If the employee continues to receive temporary
2314 disability payments under the Workers' Compensation Laws of this State at the
2315 time of the exhaustion of leave under this section, he/she shall be entitled to use,
2316 on a prorated basis, his/her accumulated available sick leave, accumulated
2317 compensatory time, or other available leave, which when added to the Workers'
2318 Compensation award, provide for a full day's pay at the regular rate of pay.
- 2319 15.6 During all paid leaves of absence, whether industrial accident, or industrial illness
2320 leave, sick leave, vacation, compensatory time or other available leave, the
2321 District shall issue the employee appropriate salary warrants for payment of the
2322 employee's regular salary and shall deduct normal retirement and other
2323 authorized contributions.

- 2324 15.7 A unit employee shall be permitted to return to service after an industrial accident
2325 or illness only upon the presentation of a release from a physician designated by
2326 the District, at the expense of the District, certifying the employee's ability to
2327 perform the essential job functions with or without restrictions. Prior to the unit
2328 employee returning to work, the employee, manager, and human resources
2329 representative will engage in an interactive process discussion to ensure whether
2330 the work restrictions stated on the medical note can be accommodated or not.
2331 Anytime an employee on industrial accident or illness leave is able to return to
2332 work, the employee may be reinstated in a position in the same class without
2333 loss of status or benefits.
- 2334 15.8 A unit employee who has been medically released by a physician designated by
2335 the District and fails to return to a position in the same class may be terminated.
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ARTICLE 16: JURY DUTY LEAVE

- 16.1 The District agrees to grant to unit employees regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee’s regular workday. If jury duty at a particular time is disruptive or a hardship on the operation of the District, the District may request a deferment for the employment to a more convenient time mutually acceptable to the District and employee.
- 16.2 Unit employees, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall grant such leave with pay up to the amount of the difference between the employee’s regular earnings and any amount he/she receives as juror’s fees. Employees are required to return to work during any day or portion thereof as certified by Court Clerk in which jury duty services are not required. If an employee is required to serve on jury duty for four (4) hours or more on a workday, the employee shall not be required to render services of his/her regular assignment on said day. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

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ARTICLE 17: PARENTAL LEAVE

- 17.1 Eligible Unit employees shall be granted parental leave by the District for the purpose of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child.
- 17.2 Employees (mothers or fathers, whether natural, adoptive, or foster parents) are allowed to take up to twelve (12) work weeks of leave for purposes of bonding during any twelve (12) month consecutive period.
- 17.3. Under the California Family Rights Act (CFRA) regulations, an eligible employee is entitled to 12 workweeks of unpaid bonding leave to be utilized during the first year following the birth or placement of a child with the parent through foster care or adoption. AB 2393 specifies that parental leave and CFRA leave run concurrently.
- 17.4 To be eligible for parental leave under the Education Code, the Unit member needs to have been employed by the District for 12 months from his or her initial date of hire.
- 17.5 An eligible employee is entitled to use his or her sick leave balance for the purposes of a parental leave for up to 12 workweeks. If a unit member exhausts his or her available sick leave balance, and continues to be absent from his or her duties on account of a parental leave of absence, he or she is entitled to half pay for the remaining portion of the 12 workweeks. However, employee may request to his or her supervisor the usage of their accrued vacation or compensatory pay balances prior to going into half pay.
- 17.6 Parental leave must be taken in no less than two weeks increments, except that the District must grant a request for a leave of less than two weeks' duration on any two occasions and may grant additional requests for leave lasting less than two weeks. Any leave taken must be concluded within one year of the birth or placement of the child with the employee
Parental Unpaid leaves must be requested in writing to the immediate manager prior to the date the leave is proposed to commence except in emergency situations. A unit employee returning from an unpaid parental leave of absence of duration greater than thirty (30) calendar days shall notify the immediate manager of intent to return before the expiration of the leave.

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ARTICLE 18: PERSONAL BUSINESS LEAVE

- 18.1 Unit employees may be granted an unpaid personal business leave of absence for a maximum of twelve (12) calendar months.
- 18.2 Unpaid personal business leaves must be requested in writing to the immediate manager a minimum of thirty (30) days prior to the date the leave is to commence (except in emergency situations), and include the period of leave requested and the general reason for such leave.
- 18.3 Unpaid personal business leave requests for five (5) workdays or less require approval by the immediate manager, and the appropriate vice president or President/ Superintendent. Unpaid personal business leave requests for more than five (5) workdays, but not to exceed a period of twelve (12) calendar months, require approval by the immediate manager, appropriate vice president and/or President/Superintendent, and the Board of Trustees.

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ARTICLE 19: MILITARY LEAVE

Unit employees shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leaves in writing and, upon request, to supply the District with “orders” and following orders.

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ARTICLE 20: UNAUTHORIZED LEAVE

- 20.1 Upon employment by the District, the unit employee agrees to render specified services for an agreed-upon salary. Said services are to be provided by the employee unless that employee is absent as authorized by State law or by authorized leave provisions of this Agreement.
- 20.2 It is agreed that a unit employee who is absent from work other than for those days so authorized is taking an unauthorized leave, which constitutes a breach of the employment relationship.
 - 20.2.1 A unit employee on an unauthorized leave will be notified in writing by the District of the breach of the employment relationship.
 - 20.2.2 The District will deduct an amount equivalent to the unit employee’s daily rate for all days absent on unauthorized leave, upon notification of the employee.
 - 20.2.3 A unit employee who is absent on unauthorized leave shall be subject to appropriate disciplinary action including but not limited to suspension, demotion, or termination.

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ARTICLE 21: BREAK-IN-SERVICE

- 21.1 Unit employees on a Board-approved paid leave provided by the provisions of Articles 12-16 shall not be considered to have a break-in-service for purposes of earning sick leave and vacation and shall be permitted to participate in the health and welfare benefits.
- 21.2 Unit employees returning from a paid leave shall be placed by the District in any position in the class in which the employee served prior to the leave. Employees returning from a Board-approved unpaid leave shall be placed by the District in the first vacancy occurring in the class in which the employee served prior to the leave. With mutual agreement of the employee and District, the employee returning from a Board-approved unpaid leave may be placed in a vacancy occurring in a lower class for which the employee is qualified pending a vacancy in the class in which the employee served prior to the leave.

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ARTICLE 22: SAFETY CONDITIONS OF EMPLOYMENT

- 22.1 The District shall conform to and comply with all safety requirements imposed by State or Federal laws or regulations.
- 22.2 It is the responsibility of all unit employees to be alert in observing unsafe conditions, to make corrections within the scope of their authority, and to report un-remedied conditions in writing to their immediate manager and Safety Committee Member. Unit employees are expected to work in compliance with safety policies and practices.
- 22.3 Five (5) unit employees appointed by the Association shall serve on the District Safety Committee, which reviews and makes recommendations on safety conditions. The five (5) unit employees shall be allowed reasonable release time to serve on this committee.
- 22.4 No unit employee shall be discriminated against as a result of reporting any unsafe conditions.

2692 **ARTICLE 23: ORGANIZATIONAL SECURITY - PAYROLL DEDUCTION**

2693 23.1 CSEA has the exclusive right to have employee organization membership dues
2694 and service fees deducted by the District from the wages or salary of employees
2695 in the bargaining unit in accordance with the provisions of this Article.

2696 23.1.1 CSEA may specify a change in the amount of the dues or service fees
2697 provided an authorized CSEA officer submits a written notice to the
2698 District for such an adjustment.

2699 23.1.2 The District shall, without charge, transmit to CSEA the sums deducted
2700 under this Article.

2701 23.2 All employee requests to begin dues deductions or cancel dues deductions, if
2702 received by the District, shall be referred to CSEA.

2703 23.3 CSEA shall notify the District of the amount of dues deductions for each
2704 employee in the bargaining unit in writing by the second week of the fall and
2705 spring semester.

2706 23.3.1 CSEA shall promptly and in good faith notify the District of all requests to
2707 begin or cancel dues deductions for all employees covered by the
2708 agreement, and shall notify the District of any changes to dues deductions
2709 within ten (10) working days of any such requests.

2710 23.3.2 CSEA shall notify the District regarding the payroll deductions of any new
2711 employees within ten (10) business days of employee orientation.

2712 23.4 CSEA shall maintain individual written authorizations for each employee in the
2713 bargaining unit regarding payroll deductions for CSEA dues. The District shall
2714 accept the information provided by CSEA regarding deductions, unless a dispute
2715 arises about the existence or terms of the employee's written authorization.

2716 23.5 CSEA agrees to indemnify and financially hold harmless the District, its
2717 Governing Board, officers and administrators against any and all claims,
2718 demands, costs, lawsuits, actions, including attorney fees incurred in defending
2719 said persons or District, or any other form of liability or expense, including, but
2720 not limited to, all court administrative agency costs, expenses, fees, settlements
2721 and judgments that may arise out of or by reason of action taken by the District
2722 for the purpose of complying with the Article, including but not limited to
2723 employee dues deductions. The District shall promptly notify CSEA of any civil,
2724 administrative or other action taken against the District as a result of its
2725 compliance with this Article.

2726 23.6 The District shall, upon written authorization of a unit employee, deduct and
2727 make appropriate remittance for insurance premiums, credit union payments,
2728 and other plans, subject to approval of Board of Trustees. The District shall make
2729 such remittances to the appropriate payee within fifteen (15) working days of the
2730 deductions.

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ARTICLE 24: ANNOUNCEMENT OF JOB OPENINGS

24.1 With the exception of unit positions subject to current eligibility lists, the District shall email the announcement of current classified job openings as they are posted on the HR website to all classified employees via classified@cerritos.edu.

2784 **ARTICLE 25: PROFESSIONAL GROWTH**

2785 25.1 Definition

2786 Effective July 1, 2015 and for the duration of the agreement, the District shall
2787 provide funds in the amount of \$16,000 per fiscal year (July 1-June 30) for the
2788 purpose of educational reimbursement and/or pre-payment of allowable
2789 expenses for travel, lodging, registration fees, parking, and meals for appropriate
2790 conferences, seminars, workshops, institutes and conventions to result in
2791 professional growth for permanent unit employees. Tuition at a college or
2792 university is not an allowable pre-paid expense. Any unexpended funds at the
2793 close of the fiscal year shall remain in the Professional Growth account to
2794 augment the succeeding year's Professional Growth budget and verification of
2795 the amount of such funds will be provided to CSEA. Any required fees assessed
2796 employees by the District or costs associated with District initiated workshops
2797 and events shall not be charged to professional growth funds. The intent of this
2798 program is to provide permanent unit employees, in any of the following ways,
2799 the means to:

- 2800 a. gain new skills and broaden their opportunity for promotion as well as
- 2801 assist in the development of their skills and talents in relationship to their
- 2802 current job duties through coursework taken at an accredited community
- 2803 college, college or university, or adult education program.
- 2804 b. develop their skills and talents in relationship to their current job duties or
- 2805 within their job family through participation in conferences, seminars,
- 2806 workshops, institutes and conventions.
- 2807 c. gain knowledge of any subject offered at Cerritos College through any
- 2808 course offered in the current semester schedule of classes.
- 2809 d. pursue coursework toward an associate's, bachelor's, master's, or
- 2810 doctoral degree from an accredited college or university.

2811 25.2 Pre-payment/Reimbursement

2812 This program will enable unit employees to request and receive pre-payment for
2813 allowable expenses defined in 25.1 or be reimbursed for specific verified costs of
2814 tuition, fees, books, supplies, parking, meals, and other related expenses for
2815 Professional Growth activities which are approved by the Professional Growth
2816 Committee in accordance with the Professional Growth Program Guidelines and
2817 Procedures. Pre-payment/reimbursement of up to \$1,300 per person per fiscal
2818 year may be granted to each qualified employee who satisfactorily completes the
2819 approved training, submits required evidence of such completion and expenses.
2820 Reimbursement for credit classes which require the State-mandated tuition taken
2821 at Cerritos College shall not be counted against this \$1,300 limit. The employee
2822 must submit a request in advance of the completion of an activity and be
2823 approved by the Professional Growth Committee to receive funds. All requests
2824 from permanent unit employees shall be forwarded to the committee for
2825 consideration. Those employees obtaining Professional Growth Committee
2826 approval prior to beginning their training shall be considered for reimbursement
2827 before anyone applying for funds after their training program has begun.
2828 Reimbursement for late applications will be funded before any proration occurs.
2829 Failure to satisfactorily complete an activity by a unit employee may result in the

2830 employee being denied reimbursement or in the case of pre-paid expenses,
2831 being required to reimburse the Professional Growth fund.
2832 25.2.1 If an employee has access to similar funds outside of Cerritos College (financial
2833 aid, scholarships, military benefits, etc.) those funds must be used first and any
2834 remaining unreimbursed expenses may be applied for through this process.
2835 Violations of this provision shall subject the employee to repayment of
2836 Professional Growth funds to the District.

2837 25.3 Eligibility

2838 All unit employees who work an average of twenty (20) hours or more per week
2839 and a minimum of 195 working days between July 1 and June 30, including
2840 holidays, sick leave, vacation and other paid leaves of absence, irrespective of
2841 the number of hours worked per day, shall be eligible for the maximum District
2842 contribution of \$1,300 on a pro rata basis. The proration shall be a function of
2843 the average hours worked per week of twenty (20) or more as it relates to forty
2844 (40) hours per week.

2845 25.4 Professional Growth Committee

2846 The Professional Growth Committee shall be composed of two (2)
2847 representatives selected by CSEA and two (2) representatives selected by the
2848 District and shall meet with the Vice President of Human Resources or designee,
2849 who shall act as the non-voting chairperson. The chairperson shall cast a vote
2850 only in the event of a "tie-vote."

2851 It is the responsibility of the Committee to:

- 2852 a. Review/revise the Professional Growth guidelines and procedures subject
2853 to approval by CSEA and the President/Superintendent and/or the Board
2854 of Trustees.
- 2855 b. Meet on a monthly basis to approve/deny applications for Professional
2856 Growth funds, review the current Professional Growth Program budget,
2857 and review the Professional Growth Program Guidelines and Procedures
2858 as necessary.
- 2859 c. The Professional Growth Committee does not make determinations
2860 concerning "release" time for Professional Growth activities. Each
2861 classified employee must make arrangements with his/her immediate
2862 manager concerning "release" time.

2863 25.5 Unit Employees' Responsibility

2864 It is the responsibility of the unit employee to apply for professional growth and
2865 meet all guidelines and procedures as developed by the Professional Growth
2866 Committee, and to satisfactorily complete the activity.
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ARTICLE 26: UNPAID FAMILY AND MEDICAL LEAVE

- 26.1 The District will grant unpaid family and medical leave to eligible bargaining unit employees in accordance with the provisions of and regulations governing the Federal Family and Medical Leave Act of 1993 (FMLA) (P.L. 103.3).
- 26.2 The District will grant up to 12 weeks of unpaid family and medical leave with continuation of existing District-paid health and welfare benefits to eligible bargaining unit employees for the birth, adoption, or foster care placement of a child with the employee, or for care of the employee, employee’s child, spouse, or parent with a serious health condition as defined by the FMLA Rules and Regulations. Except for disability leave on account of pregnancy, childbirth or related medical conditions, family or medical leave under this article will run concurrent with any paid leave for which the bargaining unit employee is eligible including sick leave and accrued vacation. Employees are required to provide thirty (30) days advance notice if the need for unpaid family leave is foreseeable. Any family leave request will be processed in accordance with the applicable provisions of State and Federal law.
- 26.3 The District shall post a copy of the United States Department of Labor Family and Medical Leave Act Notice information as per WH Publication 1420 on all approved District/CSEA designated bulletin boards. The District shall supply current copies of the U.S. Department of Labor Family and Medical Leave Act of 1993 for distribution as follows: Human Resources Office two (2) copies and CSEA Executive Board three (3) copies.

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ARTICLE 27: PARKING PERMITS

During the period of this agreement, each unit employee may obtain one (1) complimentary virtual/digital parking permit as issued by the District for staff parking each semester. This virtual permit will allow the employee to list up to two vehicles to park on campus.

2968 **ARTICLE 28: NEW EMPLOYEE ORIENTATION (AB119)**

2969 28.1 Definition of a Newly Hired Employee: “Newly hired employee” or “new hire”
2970 means any employee, whether full-time, or part-time, hired by the District into the
2971 classified bargaining unit represented by CSEA who is still employed as of the
2972 date of the new employee orientation. It also includes all employees who are
2973 employed by the District (including those returning from a medical or layoff rehire
2974 list) and whose current position has placed them in the bargaining unit
2975 represented by CSEA. For those latter employees, for the purposes of this
2976 agreement only, the “date of hire” is the date upon which the employee’s
2977 employee status changed such that the employee was placed in the CSEA unit.

2978 28.2 EMPLOYEE INFORMATION

2979 28.2.1 New Hire Contact Information: The District shall provide to CSEA the
2980 name and contact information on the new hires. This information shall be
2981 provided to CSEA regardless of whether the newly hired employee was
2982 previously employed by the District.

2983 The information will be provided electronically via email and shall include
2984 the following terms with each field in its own column:

- 2985 i. First Name;
- 2986 ii. Middle Initial;
- 2987 iii. Last Name;
- 2988 iv. Suffix (e.g. “Jr.” “III”);
- 2989 v. Job Title;
- 2990 vi. Department;
- 2991 vii. Primary worksite name;
- 2992 viii. Work telephone number;
- 2993 ix. Work Extension;
- 2994 x. Home street address (incl. apartment #);
- 2995 xi. City;
- 2996 xii. State;
- 2997 xiii. Zip Code (5 or 9 digits);
- 2998 xiv. Home telephone number (10 digits);
- 2999 xv. Personal Cellular Number (10 digits);
- 3000 xvi. Personal email address of the employee;
- 3001 xvii. Employee ID number;
- 3002 xviii. CalPERS eligibility/membership (“Y” if in CalPERS; “N” if not
3003 in CalPERS);
- 3004 xix. Hire Date

3005 28.2.2 The district shall provide the above information by the first pay period of
3006 the month following all new employees hire date.

3007 28.2.3 Update of Unit Member Contact Information: The District shall provide
3008 CSEA, the same information in the same format as Article 28.2.1 above
3009 for each bargaining unit member on the last working day of September,
3010 January, and May.

3011 28.3 NEW EMPLOYEE ORIENTATION

3012 28.3.1 Definition of New Employee Orientation: “New Employee Orientation”
3013 means the onboarding process of a newly-hired public employee, whether

3014 in person, online, or through other means or mediums, in which
3015 employees are advised of their employment status, rights, benefits, duties,
3016 and responsibilities, or any other employment-related matters.

3017 **28.3.2 Access to New Employee Orientation:** The District shall provide CSEA
3018 mandatory access to its new employee orientations. CSEA shall receive
3019 not less than ten (10) days' notice in advance of an orientation, except that
3020 shorter notice may be provided in a specific instance where there is an
3021 urgent need critical to the District's operations that was not reasonably
3022 foreseeable. Orientation sessions may include individual (on-on-one) or
3023 group new hire meetings with a Human Resources representative, a site
3024 administrator and/or group orientation sessions.

- 3025 i. Orientations: In the event the District conducts one-on-one or
3026 group-orientations with new employees, CSEA shall have a
3027 minimum of thirty (30) minutes for one-on-one orientations and one
3028 (1) hour for a group orientation to conduct the orientation session. A
3029 CSEA Labor Relations Representative may attend the orientation
3030 sessions.
- 3031 ii. Orientation session shall be held at a location determined by the
3032 District during the workday of the new employee(s), who shall be on
3033 paid time.

3034 **28.3.3** If the District has not conducted a New Employee Orientation within 30
3035 days of hire for a newly hired employee, CSEA is entitled to:

- 3036 i. Schedule an in-person meeting at the worksite during employment
3037 hours. The District shall provide appropriate onsite meeting space
3038 within seven calendar days of receiving a request from CSEA.
- 3039 ii. Newly hired employees shall be relieved of their work duties in
3040 order to attend the meeting, which shall be scheduled with the
3041 consent of their supervisor.
- 3042 iii. During the meeting, CSEA is allowed to communicate with the
3043 newly hired employees for up to 30 minutes on paid time.
- 3044 iv. Alternative access to New Employee Orientations can be
3045 determined through mutual agreement between the employer and
3046 the exclusive representative.

3047 **28.3.4 New Hire Information Packet:** During CSEA's portion of the orientation
3048 meeting, CSEA may include the CSEA membership application, and a link
3049 for an electronic application, in the new employee orientation packet. The
3050 District shall provide to a new employee the CSEA information packet
3051 upon the initial onboarding process.

3052 **28.4 Accuracy of Records:** If CSEA believes that the information provided pursuant to
3053 this Article is inaccurate or incomplete, CSEA shall provide the District with
3054 written notice as soon as practicable, and shall be available to meet and discuss
3055 the alleged inaccuracy with the District. Within ten (10) calendar days of such
3056 notice, or within ten (10) calendar days of meeting to discuss the alleged
3057 inaccuracy, the District shall correct the alleged error and provide an accurate
3058 and complete list to CSEA.
3059

Article 29: TERM OF AGREEMENT

- 29.1 **Term:** This Agreement shall remain in full force and effect for the period July 1, 2021, through June 30, 2024, and thereafter the mandatory terms shall continue in effect year by year unless one of the parties notifies the other in writing pursuant to the provisions of Article 2.4 of its request to modify, amend or terminate this Agreement.
- 29.2 **Savings Clause:** If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

AGREEMENT SIGNATURE PAGE

Cerritos Community College District:



Mercedes Gutierrez (Nov 14, 2022 16:32 PST)

Dr. Mercedes Gutierrez
Vice President, Human Resources/
Assistant Superintendent

California School Employees
Association and its Chapter #161:



Irlanda Lopez (Nov 14, 2022 19:37 PST)

Irlanda Lopez
CSEA President



Erik Duane (Nov 14, 2022 20:37 PST)

Erik Duane
Lead Negotiator



Jerome Wilson
CSEA Labor Relations Representative

APPENDIX A

Job Classifications

APPENDIX A

The bargaining unit employees covered by this agreement shall include classified employees (full-time, part-time and regular classified hourly) in the following classifications who are employed and paid on the basis of the bargaining unit salary schedule as provided in Appendix B:

Accounting/Payroll

Accounting Technician I
Accounting Technician II
Accounting Technician II - Athletics
Accounting Technician III
Accounting Technician IV
Budget Analyst
Budget Technician
Payroll Analyst
Payroll Technician

Cafeteria

Banquet Chef
Dishwasher/Potwasher

Campus Police

Campus Police Officer
Sergeant, Campus Police

Clerical

Administrative Clerk I
Administrative Clerk II
Administrative Clerk III
Administrative Services Technician
Admissions and Records Analyst
Admissions and Records Assistant
Admissions and Records Technician I
Admissions and Records Technician II
Athletics Eligibility Specialist
Bursar
Campus Police Assistant
Career Center Technician
College Foundation and Advancement Specialist
Cosmetology Assistant
Cosmetology Dispensary Clerk
Curriculum Assistant
Curriculum Specialist
Disabled Students Program Assistant

Clerical (continued)

Disabled Students Program Specialist
Dispatcher-Campus Police
Emeritus Assistant
Facilities Scheduling Specialist
Financial Aid Accounting Technician I
Financial Aid Accounting Technician II
Financial Aid Specialist
Financial Aid Systems Analyst
Financial Aid Technician
Game Room Assistant
Grants Development Specialist
Instructional Scheduling Specialist
International Admissions Specialist
International Admissions Technician
Inventory Control Clerk
Job Placement Technician
Library Technical Clerk
Library Technical Specialist
Mail Clerk/Switchboard Operator
Program Assistant
Program Assistant II
Program Facilitator
Records Evaluator
Reentry Resource Specialist
Senior Switchboard/Mailroom Operator
Staff Development Assistant
Student Activities Coordinator
Student Events Specialist
Student Employment Specialist
Testing Technician
Tutoring Center Specialist
Veterans Specialist

EOPS/VEA

EOPS Assistant
EOPS Specialist

Facilities

Custodian
Equipment Mechanic
Floor Maintenance Custodian
Groundskeeper
HVAC Energy Specialist
Lead Custodian
Lead Groundskeeper
Lock Systems Specialist
Maintenance Mechanic
Pool Maintenance Technician
Refuse Disposal Custodian
Skilled Maintenance-Carpenter
Skilled Maintenance-Electrician
Skilled Maintenance-Painter
Skilled Maintenance-Plumber

Health Services

Certified Medical Assistant
Registered Nurse – Clinic

Information Technology

Applications Analyst
Document Services Assistant
Document Services Technician
Information Security Analyst
Network Administrator
Senior Accessibility Compliance Specialist
Senior Applications Analyst
Senior Computer Operator
Senior Electronic Systems Technician
Senior Network Administrator
Senior Technical Support Specialist
Technical Support Specialist
User Support Specialist

Instructional

Accompanist
Automotive Laboratory Technician
Business System Analyst
Career Technical Education Coordinator
Communication Services Coordinator
Educational Partnerships Coordinator
Educational Technology Trainer
Grants Developer

Instructional (continued)

Health Occupational Skills Laboratory Coordinator
Instructional Laboratory Assistant
Instructional Laboratory Technician – Business Occ.
Instructional Laboratory Technician – Court Reporting
Instructional Laboratory Technician I
Instructional Laboratory Technician II – CAD/CAM/CIM
Instructional Laboratory Technician II – CAI
Instructional Laboratory Technician II – Culinary
Instructional Laboratory Technician II – Foreign Lang.
Instructional Laboratory Technician II – Music
Instructional Laboratory Technician II – Welding
Instructional Laboratory Technician III – Biology
Instructional Laboratory Technician III – Chemistry
Instructional Laboratory Technician III – Cosmetology
Instructional Laboratory Technician III – Physics
Instructional Laboratory Technician III – Welding
Multimedia Assistant
Multimedia Production Specialist I
Multimedia Production Specialist II
Multimedia Technician
Research Analyst
Research Assistant
Sign Language Interpreter

Physical Education/Athletics

Athletic Trainer
Locker and Equipment Specialist
Locker Room Attendant
Sports Information Publicist

Public Relations

Community Relations Coordinator
Graphic Designer
Media Relations Coordinator
Public Affairs Specialist
School Relations Coordinator
Web Support Technician

Purchasing

Assistant Buyer
Buyer I
Buyer II
Lead Buyer
Lead Warehousing and Delivery
Warehousing and Delivery Assistant

Secretarial

Administrative Secretary I
Administrative Secretary II
College Foundation Secretary

Theatre

Performing Arts Promotion Specialist
Theatre Production Coordinator
Theatre Technical Design Specialist

Classified Compensation Classification Study Job Classification Titles and Grades

Effective July 1, 2014

<u>Titles</u>	<u>Grade</u>	<u>Titles</u>	<u>Grade</u>	<u>Titles</u>	<u>Grade</u>
Accompanist	26	Emeritus Assistant	28	Locker Room Attendant	23
Accounting Technician I	24	EOPS Assistant	30	Mail Clerk/Switchboard Operator	25
Accounting Technician II	30	EOPS Specialist	38	Maintenance Mechanic	34
Accounting Technician II - Athletics*	30	Equipment Mechanic	38	Media Relations Coordinator	43
Accounting Technician III	34	Facilities Scheduling Specialist	34	Multimedia Assistant	23
Accounting Technician IV	38	Financial Aid Accounting Technician I	26	Multimedia Production Specialist I	40
Administrative Clerk I	19	Financial Aid Accounting Technician II	32*	Multimedia Production Specialist II	45
Administrative Clerk II	24	Financial Aid Specialist	36	Multimedia Technician	38
Administrative Clerk III	27	Financial Aid Systems Analyst*	45	Network Administrator	49
Administrative Secretary I	30	Financial Aid Technician	32*	Payroll Technician	32
Administrative Secretary II	34	Floor Maintenance Custodian	25	Performing Arts Promotions Specialist	33
Administrative Services Technician	32	Game Room Assistant	19	Pool Maintenance Technician	29
Admissions and Records Analyst	34*	Grants Developer	52	Program Assistant	30
Admissions and Records Assistant	24	Grants Development Specialist	38	Program Assistant II*	32
Admissions and Records Technician I	28	Graphic Designer	36	Program Facilitator	38
Admissions and Records Technician II	32	Groundskeeper	25	Records Evaluator	34
Applications Analyst	45	Health Occupational Skills Lab Coordinator	48	Reentry Resource Specialist	32
Assistant Buyer	29	HVAC Energy Specialist	44	Refuse Disposal Custodian	20
Athletic Trainer	42	Information Security Analyst	50	Registered Nurse - Clinic	55
Athletics Eligibility Specialist	30*	Instructional Lab Assistant	19	Research Analyst	48
Automotive Lab Technician	32	Instructional Lab Technician I	26	Research Assistant	30
Banquet Chef	36	Instructional Lab Technician-Business Occupations	26	School Relations Coordinator	43
Budget Analyst	38	Instructional Lab Technician-Court Reporting	26	Senior Computer Operator	32
Budget Technician	34	Instructional Lab Technician II - CAD/CAM/CIM	32	Sergeant, Campus Police	47*
Bursar*	35	Instructional Lab Technician II - CAI	32	Skilled Maintenance-Carpenter	38
Buyer I	31	Instructional Lab Technician II - Culinary	32	Skilled Maintenance-Electrician	40
Buyer II	37	Instructional Lab Technician II - Foreign Languages	32	Skilled Maintenance-Painter	38
Campus Police Assistant	25	Instructional Lab Technician II - Music	32	Skilled Maintenance-Plumber	38
Campus Police Officer	43*	Instructional Lab Technician II - Welding	32	Sports Information Publicist	38
Career Center Technician	28	Instructional Lab Technician III -Biology	36	Sr Applications Analyst	52
Career Technical Education Coordinator	45	Instructional Lab Technician III -Chemistry	36	Sr Electronic Systems Technician	48
Certified Medical Assistant	27	Instructional Lab Technician III -Cosmetology	36	Sr Network Administrator	55
College Foundation Secretary	34	Instructional Lab Technician III -Physics	36	Sr Technical Support Specialist	48
Communication Services Coordinator	43	Instructional Lab Technician III -Welding*	36	Sr Switchboard/Mailroom Operator	28
Community Relations Coordinator	43	Instructional Scheduling Specialist	34	Staff Development Assistant	30
Cosmetology Assistant	11	International Admissions Specialist	32	Student Activities Coordinator	45
Cosmetology Dispensary Clerk	24	International Admissions Technician	28	Student Employment Specialist	32
Curriculum Assistant	34	Inventory Control Clerk	25	Student Events Specialist	31
Custodian	23	Job Placement Technician	27	Technical Support Specialist	38
Disabled Students Program Assistant	28	Lead Buyer	40	Testing Technician	27
Disabled Students Program Specialist	38*	Lead Custodian	28	Theater Technical Design Specialist	40
Dishwasher-Potwasher	10	Lead Groundskeeper	34	Theater Production Coordinator	44
Dispatcher - Campus Police	23	Lead, Warehousing and Delivery	34	Tutoring Center Specialist	32
Document Services Assistant	25	Library Technical Clerk	25	User Support Specialist	32
Document Services Technician	32	Library Technical Specialist	29	Warehousing and Delivery Assistant	25
Educational Partnership Coordinator	43	Lock Systems Specialist	38	Web Support Technician	33
Educational Technology Trainer	47	Locker and Equipment Specialist	26		

*BOT 12/10/14

APPENDIX B

Salary Schedules

Cerritos College
Classified Salary Schedule
 (Monthly Rates including 6.07% increase)
 Effective July 1, 2021

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments					
						Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1	2,384.34	2,399.24	2,503.61	2,618.30	2,731.83	2,868.43	3,011.85	3,162.45	3,320.56	3,486.60	3,660.92
2	2,384.34	2,453.14	2,564.39	2,676.78	2,791.48	2,931.04	3,077.60	3,231.48	3,393.05	3,562.70	3,740.84
3	2,401.54	2,504.76	2,621.73	2,734.13	2,856.85	2,999.69	3,149.67	3,307.16	3,472.51	3,646.14	3,828.45
4	2,458.88	2,566.68	2,677.93	2,794.91	2,919.93	3,065.92	3,219.21	3,380.18	3,549.19	3,726.64	3,912.98
5	2,504.76	2,621.73	2,734.13	2,856.85	2,980.70	3,129.74	3,286.23	3,450.54	3,623.06	3,804.22	3,994.43
6	2,566.68	2,677.93	2,794.91	2,919.93	3,051.81	3,204.41	3,364.63	3,532.85	3,709.50	3,894.98	4,089.72
7	2,621.73	2,734.13	2,856.85	2,980.70	3,120.62	3,276.65	3,440.49	3,612.51	3,793.14	3,982.79	4,181.94
8	2,679.08	2,798.35	2,921.07	3,052.96	3,188.28	3,347.71	3,515.09	3,690.84	3,875.38	4,069.15	4,272.62
9	2,735.28	2,860.28	2,993.32	3,121.77	3,265.13	3,428.38	3,599.80	3,779.79	3,968.79	4,167.23	4,375.59
10	2,799.51	2,923.36	3,054.11	3,195.17	3,338.53	3,505.45	3,680.72	3,864.77	4,058.00	4,260.91	4,473.95
11	2,861.43	2,994.47	3,122.91	3,268.57	3,410.78	3,581.32	3,760.38	3,948.40	4,145.82	4,353.11	4,570.77
12	2,923.36	3,054.11	3,195.17	3,338.53	3,484.18	3,658.39	3,841.30	4,033.38	4,235.05	4,446.79	4,669.14
13	2,994.47	3,122.91	3,268.57	3,409.63	3,574.78	3,753.52	3,941.20	4,138.26	4,345.17	4,562.43	4,790.55
14	3,054.11	3,195.17	3,338.53	3,484.18	3,645.89	3,828.18	4,019.60	4,220.57	4,431.60	4,653.18	4,885.84
15	3,122.91	3,268.57	3,409.63	3,574.78	3,727.32	3,913.69	4,109.36	4,314.83	4,530.58	4,757.10	4,994.96
16	3,196.31	3,339.68	3,486.48	3,652.76	3,814.48	4,005.20	4,205.46	4,415.74	4,636.52	4,868.35	5,111.77
17	3,269.71	3,413.08	3,575.93	3,728.47	3,902.78	4,097.93	4,302.83	4,517.97	4,743.86	4,981.06	5,230.11
18	3,341.97	3,488.77	3,655.07	3,821.36	4,001.42	4,201.49	4,411.56	4,632.14	4,863.74	5,106.93	5,362.28
19	3,418.81	3,578.22	3,738.79	3,911.96	4,090.88	4,295.42	4,510.19	4,735.70	4,972.48	5,221.10	5,482.16
20	3,499.09	3,657.36	3,822.51	4,002.56	4,182.63	4,391.75	4,611.34	4,841.90	5,084.00	5,338.21	5,605.11
21	3,578.22	3,738.79	3,911.96	4,090.88	4,284.70	4,498.93	4,723.87	4,960.07	5,208.07	5,468.47	5,741.90
22	3,657.36	3,822.51	4,002.56	4,182.63	4,376.44	4,595.26	4,825.03	5,066.27	5,319.59	5,585.57	5,864.85
23	3,741.08	3,915.40	4,092.02	4,285.84	4,484.25	4,708.46	4,943.88	5,191.08	5,450.63	5,723.17	6,009.32
24	3,829.39	4,003.71	4,186.06	4,379.88	4,588.61	4,818.04	5,058.95	5,311.89	5,577.49	5,856.36	6,149.17
25	3,916.55	4,093.17	4,286.99	4,486.54	4,697.56	4,932.45	5,179.07	5,438.02	5,709.92	5,995.42	6,295.19
26	4,008.30	4,197.53	4,386.77	4,590.91	4,807.67	5,048.05	5,300.45	5,565.47	5,843.75	6,135.94	6,442.73
27	4,106.92	4,293.87	4,487.68	4,699.86	4,920.06	5,166.07	5,424.37	5,695.58	5,980.36	6,279.38	6,593.34
28	4,197.53	4,386.77	4,590.91	4,807.67	5,032.45	5,284.07	5,548.28	5,825.69	6,116.97	6,422.82	6,743.96
29	4,295.02	4,498.02	4,702.16	4,921.20	5,151.72	5,409.32	5,679.77	5,963.76	6,261.95	6,575.05	6,903.80
30	4,387.91	4,594.35	4,809.96	5,032.45	5,269.85	5,533.34	5,810.02	6,100.51	6,405.54	6,725.81	7,062.11

						Longevity Increments					
						Long 1	Long 2	Long 3	Long 4	Long 5	Long 6
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
31	4,498.02	4,702.16	4,921.20	5,151.72	5,396.00	5,665.80	5,949.10	6,246.55	6,558.88	6,886.83	7,231.16
32	4,598.93	4,814.55	5,038.19	5,280.18	5,526.75	5,803.09	6,093.24	6,397.90	6,717.79	7,053.69	7,406.37
33	4,707.89	4,923.49	5,159.75	5,399.45	5,660.93	5,943.98	6,241.18	6,553.24	6,880.90	7,224.95	7,586.19
34	4,820.28	5,042.77	5,282.47	5,527.89	5,792.82	6,082.47	6,386.59	6,705.92	7,041.21	7,393.27	7,762.93
35	4,924.65	5,162.05	5,405.18	5,660.93	5,924.71	6,220.95	6,531.99	6,858.59	7,201.53	7,561.60	7,939.68
36	5,042.77	5,282.47	5,527.89	5,792.82	6,064.63	6,367.86	6,686.25	7,020.57	7,371.60	7,740.17	8,127.18
37	5,162.05	5,405.18	5,660.93	5,924.71	6,212.57	6,523.21	6,849.36	7,191.83	7,551.42	7,929.00	8,325.44
38	5,284.76	5,533.63	5,793.97	6,069.22	6,355.94	6,673.73	7,007.42	7,357.79	7,725.67	8,111.96	8,517.56
39	5,408.63	5,664.37	5,927.00	6,214.86	6,505.03	6,830.28	7,171.80	7,530.39	7,906.90	8,302.25	8,717.36
40	5,538.22	5,795.11	6,071.51	6,359.37	6,659.85	6,992.85	7,342.48	7,709.61	8,095.09	8,499.85	8,924.84
41	5,666.66	5,936.18	6,216.02	6,515.35	6,820.42	7,161.43	7,519.50	7,895.48	8,290.26	8,704.77	9,140.01
42	5,798.56	6,082.98	6,361.66	6,667.88	6,986.71	7,336.05	7,702.85	8,087.99	8,492.39	8,917.01	9,362.86
43	5,938.48	6,217.17	6,518.79	6,822.71	7,159.88	7,517.88	7,893.77	8,288.47	8,702.88	9,138.04	9,594.93
44	6,084.12	6,374.29	6,672.47	6,992.44	7,321.60	7,687.68	8,072.05	8,475.66	8,899.44	9,344.42	9,811.63
45	6,220.60	6,521.08	6,826.15	7,161.03	7,503.94	7,879.14	8,273.10	8,686.76	9,121.10	9,577.15	10,056.01
46	6,375.43	6,675.91	6,994.74	7,325.04	7,681.72	8,065.80	8,469.08	8,892.54	9,337.17	9,804.03	10,294.23
47	6,522.23	6,833.03	7,165.62	7,505.09	7,864.06	8,257.26	8,670.13	9,103.64	9,558.82	10,036.76	10,538.60
48	6,675.91	6,994.74	7,325.04	7,681.72	8,048.71	8,451.15	8,873.70	9,317.39	9,783.26	10,272.42	10,786.04
49	6,834.17	7,166.77	7,506.25	7,868.65	8,242.53	8,654.65	9,087.39	9,541.76	10,018.84	10,519.79	11,045.78
50	6,998.18	7,338.80	7,689.74	8,056.74	8,436.35	8,858.17	9,301.08	9,766.13	10,254.43	10,767.16	11,305.51
51	7,167.91	7,510.83	7,872.09	8,244.82	8,643.93	9,076.13	9,529.93	10,006.43	10,506.75	11,032.10	11,583.69
52	7,339.95	7,690.88	8,062.48	8,443.24	8,846.93	9,289.27	9,753.74	10,241.43	10,753.49	11,291.17	11,855.73
53	7,516.57	7,876.68	8,249.41	8,649.67	9,063.68	9,516.87	9,992.72	10,492.35	11,016.97	11,567.81	12,146.20
54	7,696.62	8,071.65	8,450.11	8,857.25	9,282.74	9,746.88	10,234.22	10,745.93	11,283.23	11,847.38	12,439.75
55	7,877.83	8,250.56	8,657.70	9,069.42	9,507.52	9,982.89	10,482.04	11,006.14	11,556.45	12,134.28	12,740.99

Hourly Rate is calculated by dividing the monthly rate by 173.33 and then rounding to the nearest hundredth.
Example: \$3871.90 / 173.33 = 22.338, then rounding to the nearest hundredth = \$22.34

Approved by the Board of Trustees: November 16, 2022

Cerritos College
Classified Salary Schedule
 (Monthly Rates including 6.81% increase)
 Effective July 1, 2022

Grade	Longevity Increments										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1	2,686.67	2,686.67	2,686.67	2,796.61	2,917.87	3,063.77	3,216.96	3,377.81	3,546.69	3,724.04	3,910.23
2	2,686.67	2,686.67	2,739.02	2,859.07	2,981.58	3,130.64	3,287.18	3,451.54	3,624.12	3,805.32	3,995.59
3	2,686.67	2,686.67	2,800.27	2,920.32	3,051.40	3,203.97	3,364.16	3,532.38	3,708.99	3,894.44	4,089.17
4	2,686.67	2,741.47	2,860.30	2,985.24	3,118.78	3,274.71	3,438.44	3,610.37	3,790.89	3,980.42	4,179.45
5	2,686.67	2,800.27	2,920.32	3,051.40	3,183.69	3,342.88	3,510.02	3,685.52	3,869.79	4,063.29	4,266.45
6	2,741.47	2,860.30	2,985.24	3,118.78	3,259.64	3,422.63	3,593.76	3,773.44	3,962.12	4,160.23	4,368.23
7	2,800.27	2,920.32	3,051.40	3,183.69	3,333.13	3,499.79	3,674.79	3,858.52	4,051.45	4,254.02	4,466.73
8	2,861.53	2,988.92	3,119.99	3,260.87	3,405.40	3,575.69	3,754.47	3,942.19	4,139.29	4,346.26	4,563.59
9	2,921.55	3,055.07	3,197.17	3,334.36	3,487.49	3,661.85	3,844.95	4,037.19	4,239.06	4,451.02	4,673.57
10	2,990.16	3,122.44	3,262.09	3,412.76	3,565.88	3,744.17	3,931.38	4,127.96	4,334.35	4,551.08	4,778.63
11	3,056.29	3,198.39	3,335.58	3,491.16	3,643.05	3,825.21	4,016.46	4,217.29	4,428.15	4,649.56	4,882.04
12	3,122.44	3,262.09	3,412.76	3,565.88	3,721.45	3,907.53	4,102.89	4,308.05	4,523.46	4,749.62	4,987.11
13	3,198.39	3,335.58	3,491.16	3,641.83	3,818.22	4,009.13	4,209.60	4,420.08	4,641.08	4,873.13	5,116.79
14	3,262.09	3,412.76	3,565.88	3,721.45	3,894.18	4,088.88	4,293.33	4,507.99	4,733.39	4,970.06	5,218.57
15	3,335.58	3,491.16	3,641.83	3,818.22	3,981.15	4,180.21	4,389.21	4,608.67	4,839.11	5,081.06	5,335.12
16	3,413.98	3,567.11	3,723.91	3,901.51	4,074.25	4,277.95	4,491.85	4,716.45	4,952.27	5,199.88	5,459.88
17	3,492.38	3,645.51	3,819.45	3,982.38	4,168.56	4,377.00	4,595.85	4,825.64	5,066.92	5,320.27	5,586.28
18	3,569.56	3,726.36	3,903.98	4,081.59	4,273.92	4,487.61	4,711.99	4,947.59	5,194.96	5,454.71	5,727.45
19	3,651.63	3,821.90	3,993.40	4,178.36	4,369.47	4,587.94	4,817.33	5,058.20	5,311.11	5,576.66	5,855.50
20	3,737.38	3,906.43	4,082.82	4,275.13	4,467.47	4,690.83	4,925.37	5,171.63	5,430.22	5,701.74	5,986.82
21	3,821.90	3,993.40	4,178.36	4,369.47	4,576.49	4,805.31	5,045.57	5,297.85	5,562.74	5,840.87	6,132.92
22	3,906.43	4,082.82	4,275.13	4,467.47	4,674.48	4,908.20	5,153.61	5,411.28	5,681.85	5,965.95	6,264.25
23	3,995.85	4,182.04	4,370.69	4,577.71	4,789.63	5,029.11	5,280.56	5,544.59	5,821.82	6,112.92	6,418.55
24	4,090.17	4,276.36	4,471.13	4,678.15	4,901.09	5,146.15	5,403.46	5,673.63	5,957.32	6,255.18	6,567.93
25	4,183.27	4,371.91	4,578.93	4,792.07	5,017.46	5,268.35	5,531.76	5,808.35	6,098.77	6,403.71	6,723.89
26	4,281.27	4,483.38	4,685.51	4,903.55	5,135.07	5,391.82	5,661.41	5,944.48	6,241.71	6,553.80	6,881.48
27	4,386.60	4,586.28	4,793.29	5,019.92	5,255.12	5,517.88	5,793.77	6,083.45	6,387.62	6,707.01	7,042.35
28	4,483.38	4,685.51	4,903.55	5,135.07	5,375.16	5,643.92	5,926.12	6,222.42	6,533.54	6,860.21	7,203.22
29	4,587.51	4,804.34	5,022.38	5,256.33	5,502.55	5,777.69	6,066.56	6,369.89	6,688.39	7,022.81	7,373.95
30	4,686.73	4,907.23	5,137.52	5,375.16	5,628.73	5,910.16	6,205.68	6,515.95	6,841.76	7,183.84	7,543.04

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity Increments					
						Long 1	Long 2	Long 3	Long 4	Long 5	Long 6
						Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
31	4,804.34	5,022.38	5,256.33	5,502.55	5,763.47	6,051.64	6,354.23	6,671.94	7,005.54	7,355.82	7,723.60
32	4,912.12	5,142.42	5,381.29	5,639.76	5,903.12	6,198.28	6,508.19	6,833.60	7,175.27	7,534.05	7,910.74
33	5,028.50	5,258.78	5,511.13	5,767.15	6,046.44	6,348.77	6,666.20	6,999.52	7,349.49	7,716.97	8,102.81
34	5,148.54	5,386.18	5,642.21	5,904.34	6,187.31	6,496.69	6,821.52	7,162.59	7,520.72	7,896.75	8,291.59
35	5,260.02	5,513.59	5,773.27	6,046.44	6,328.18	6,644.60	6,976.82	7,325.66	7,691.95	8,076.54	8,480.37
36	5,386.18	5,642.21	5,904.34	6,187.31	6,477.63	6,801.51	7,141.58	7,498.67	7,873.61	8,267.28	8,680.64
37	5,513.59	5,773.27	6,046.44	6,328.18	6,635.65	6,967.44	7,315.80	7,681.59	8,065.67	8,468.96	8,892.40
38	5,644.65	5,910.47	6,188.54	6,482.53	6,788.78	7,128.21	7,484.63	7,858.86	8,251.79	8,664.38	9,097.61
39	5,776.96	6,050.11	6,330.63	6,638.09	6,948.02	7,295.42	7,660.20	8,043.21	8,445.36	8,867.63	9,311.01
40	5,915.37	6,189.76	6,484.98	6,792.44	7,113.39	7,469.06	7,842.50	8,234.63	8,646.37	9,078.69	9,532.62
41	6,052.56	6,340.43	6,639.33	6,959.05	7,284.89	7,649.12	8,031.58	8,433.16	8,854.83	9,297.56	9,762.44
42	6,193.44	6,497.23	6,794.89	7,121.96	7,462.50	7,835.64	8,227.41	8,638.78	9,070.72	9,524.26	10,000.47
43	6,342.89	6,640.56	6,962.72	7,287.34	7,647.47	8,029.85	8,431.34	8,852.91	9,295.55	9,760.34	10,248.34
44	6,498.45	6,808.38	7,126.87	7,468.63	7,820.20	8,211.21	8,621.76	9,052.85	9,505.49	9,980.78	10,479.80
45	6,644.22	6,965.17	7,291.01	7,648.70	8,014.96	8,415.71	8,836.50	9,278.33	9,742.25	10,229.35	10,740.82
46	6,809.60	7,130.54	7,471.08	7,823.88	8,204.85	8,615.08	9,045.82	9,498.12	9,973.03	10,471.68	10,995.27
47	6,966.39	7,298.36	7,653.60	8,016.19	8,399.60	8,819.58	9,260.57	9,723.60	10,209.78	10,720.26	11,256.28
48	7,130.54	7,471.08	7,823.88	8,204.85	8,596.83	9,026.67	9,478.00	9,951.90	10,449.50	10,971.97	11,520.57
49	7,299.58	7,654.83	8,017.43	8,404.51	8,803.85	9,244.03	9,706.24	10,191.55	10,701.12	11,236.19	11,798.00
50	7,474.76	7,838.57	8,213.41	8,605.40	9,010.87	9,461.41	9,934.48	10,431.20	10,952.76	11,500.40	12,075.42
51	7,656.04	8,022.32	8,408.18	8,806.29	9,232.58	9,694.21	10,178.92	10,687.87	11,222.26	11,783.39	12,372.54
52	7,839.80	8,214.63	8,611.53	9,018.22	9,449.41	9,921.87	10,417.97	10,938.87	11,485.80	12,060.10	12,663.11
53	8,028.45	8,413.08	8,811.19	9,238.71	9,680.92	10,164.97	10,673.22	11,206.88	11,767.23	12,355.58	12,973.36
54	8,220.76	8,621.33	9,025.56	9,460.43	9,914.89	10,410.64	10,931.17	11,477.73	12,051.62	12,654.19	13,286.90
55	8,414.31	8,812.42	9,247.29	9,687.05	10,154.98	10,662.72	11,195.87	11,755.66	12,343.44	12,960.62	13,608.65

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Approved by the Board of Trustees: November 16, 2022