



**AGREEMENT**

**MT. SAN ANTONIO**

**COMMUNITY COLLEGE DISTRICT**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**CHAPTER 262**

**FOR**

**JULY 1, 2023 - JUNE 30, 2026**

**Year 2 of 3**

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**PREAMBLE**

The following Agreement between the District and CSEA 262 is hereby set forth to meet the requirements of [Government Code Section 3540](#) et seq. More specifically, this document sets forth the wages, hours of employment, and other terms and conditions of employment in exchange for services.

**ARTICLE 01: AGREEMENT**

This is an Agreement made and entered into between Mt. San Antonio Community College District, 1100 North Grand Avenue, Walnut, California, 91789, hereinafter referred to as the "District" and California School Employees Association, and its Mt. San Antonio College Chapter 262, 1100 North Grand Avenue, Walnut, California, 91789, hereinafter referred to as CSEA 262. Reference to the "parties" shall include both the District and CSEA 262.



**ARTICLE 02: TERMS OF AGREEMENT**

02.01 Length of Agreement:

This Agreement shall be effective July 1, 2023, and shall remain in full force and effect through June 30, 2026. The terms and conditions of the current Agreement will remain in force until the ratification of a successor agreement.

02.02 Reopener Submission Deadline:

Reopeners shall be limited to salary and health and welfare contribution in the year immediately after ratification of a new three-year successor agreement. In subsequent years, either party shall submit in writing reopener proposals by the last working day in October. Reopeners shall be limited to three topics for each party plus salaries and health and welfare, unless mutually agreed.

02.03 Initial Proposal Submission Deadline:

Either party shall submit in writing initial proposals for the Successor Agreement by the last working day in October.

02.04 Commencement of Negotiations:

Negotiations shall begin no later than the third week of January unless an alternate date is mutually agreed upon by both CSEA 262 and the District.

02.05 Amended Contract:

By written mutual agreement, the regular contract negotiation period may be closed and the resulting amended contract may proceed to ratification with no more than two issues identified as subject to continuing negotiations. Any resulting agreement on such issues would be enacted as a Memorandum of Understanding rather than achieved by reopening the existing contract. See section 02.07.

02.06 Parity Clause:

Notwithstanding the provisions of this Agreement, if any subsequent agreement with another employee group provides a higher percentage of total compensation (Salary and Health and Welfare contribution), the District and CSEA 262 shall meet within no more than ninety (90) days of ratification by the Board of Trustees to review the particulars of any such agreement. If necessary, the parties shall reopen the Salary and Health and Welfare provisions in order to provide an equivalent settlement. By mutual agreement, a portion of the dollar value of the proportional compensation may be utilized for other unit member compensation or benefits.

02.07 Memoranda of Understanding:

Memoranda of Understanding (MOUs) shall be used to create written mutual agreement on matters subject to negotiations:

- 02.07.1 during periods outside the regular contractual negotiation period with the expectation that such agreements would be considered for incorporation into the contract at the next round of negotiations;
- 02.07.2 during regular negotiations to address temporary conditions or pilot possible solutions to issues under negotiation;

02.07.3 with the specification of either a sunset date or conditions under which the MOU would expire; and

02.07.4 with the understanding that all MOUs are subject to the CSEA 610 process.

02.08 Side Letters:

Side Letters shall be used:

02.08.1 to clarify some of the terms or sections of the main contract;

02.08.2 to amend the contract for specific, limited circumstances not addressed in the contract;

02.08.3 only when reciprocal benefit is articulated and is a condition of approval;

02.08.4 with the specification of either a sunset date or conditions under which the side letter would expire;

02.08.5 subject to mutual written agreement, witnessed and filed with both Human Resources and CSEA; and

02.08.6 with the understanding that all Side Letters are subject to the CSEA 610 process.

**ARTICLE 03: RECOGNITION AND BARGAINING UNIT**

03.01 Recognition:

The District hereby recognizes that CSEA 262 is the exclusive bargaining representative for all classified unit members holding positions in classifications shown in [Appendix A](#)

03.02 Bargaining Unit:

- 03.02.1 Excluded from the CSEA 262 bargaining unit are positions designated by the District as Confidential, Management, Supervisory, Faculty, Professional Experts, Substitutes, Short-Term (Hourly), and CSEA 651. ([EDC Section 88003](#))
- 03.02.2 The District agrees to notify CSEA 262 when any new classification is created prior to the District taking any action.
- 03.02.3 Notification shall include a description of the classification created, the salary range for the classification, and indicate whether the new classification is a part of the CSEA 262 bargaining unit or excluded therefrom.
- 03.02.4 CSEA 262 may, within fifteen (15) work days of such notification, contest the District's placement of the newly created classification.
- 03.02.5 If CSEA 262 contests the placement of the classification, the parties shall meet toward the goal of achieving agreement.
- 03.02.6 Whether the parties reach agreement or fail to reach agreement, the District shall have the right to establish the classification(s); however, the matter may be submitted to PERB for determination as to whether the classification should be included within the CSEA 262 bargaining unit.

**ARTICLE 04: ORGANIZATIONAL RIGHTS**

Nothing in this Agreement shall be construed to deny or restrict the rights of CSEA 262 as prescribed under [Government Code Section 3543.1](#) to the extent such rights are administered in the following manner.

04.01 Work Calendar:

CSEA 262 shall have the right to negotiate the work calendar for its unit members, including professional development days, holidays, and other negotiated non-working days.

04.02 Access of CSEA 262 to Unit Member Work Areas:

A reasonable number of CSEA 262 representatives shall have the right of access to areas in which unit member’s work, so long as the CSEA 262 representative do not interfere with work of a unit member. The representative shall notify the immediate manager prior to gaining access to the work area and shall identify himself/herself as to the purpose of such access.

Any CSEA 262 representative shall have the right to talk to unit members outside the work area during work breaks, meal breaks, or before and after work hours without prior notification to the unit member’s immediate manager.

04.03 Use of Bulletin Boards:

CSEA 262 may use bulletin boards in each designated area for each building of the campus and any other appropriate place that may be designated by the Chapter President or designee. At the time of posting, a copy of the communication shall be provided to the College President and the Vice President, Human Resources. All postings must be in compliance with District Rules and Regulations. All items to be posted by CSEA 262 shall bear the date of posting, and the name and authorization of CSEA 262, and shall be removed by CSEA 262 when applicability ceases.

04.04 Use of College Mailboxes:

Communications authorized by CSEA 262 shall bear the date of the communication and name of CSEA 262 as being responsible for the writing and distribution of the communication. At the time of distribution, a copy of the communication shall be provided to the College President and the Vice President, Human Resources. All such communications must be in compliance with District Rules and Regulations.

04.05 Use of College Electronic Resources:

CSEA 262 shall be permitted the use of college electronic resources, including but not limited to campus-wide e-mail.

04.06 Use of District Building Facilities:

CSEA 262 shall be permitted the use of District building facilities and shall be subject to the same regulations governing other users, as specified in the District policy on use of facilities.

04.07 Use of Office Space:

The District shall provide CSEA 262 with office space on campus from which to carry out its normal operations.

04.08 Release Time:

Release time allows employees to be released from their regular assignments to participate in a variety of Union related activities. Release time may only be granted during an employee’s scheduled work hours. Release time shall not be granted while an employee is earning comp time or overtime. Release

time shall be subject to the same conditions as District working hours as it relates to accommodation and/or the interactive process. Nothing in this section shall prohibit a unit member from engaging in Union activities during their personal time.

CSEA 262 shall have the right to designate up to seven (7) unit members to participate in collective bargaining contract negotiation sessions. Negotiations shall be conducted at times agreeable to both parties. CSEA 262 negotiating team members shall notify their immediate managers of their participation and, as soon as available, provide a schedule of dates and times of sessions.

04.08.1 CSEA Statewide Committee Appointment:

A unit member who is appointed to a CSEA statewide committee shall submit a written request for paid release time along with the official notice from the state CSEA office to the unit member's immediate manager. Paid release time will be subject to the approval of the unit member's immediate manager and their vice president with notification to the Vice President, Human Resources. The District shall not be responsible for any travel expenses related to the committee appointment.

04.08.2 CSEA Statewide Elected Office:

CSEA 262 and the District shall comply with the provisions of California [Education Code Section 88210](#) or its successor. The unit member shall notify their immediate manager, vice president, and the Vice President, Human Resources of their election.

Fiscal Services shall submit an invoice to the State CSEA office for reimbursement pursuant to California [Education Code Section 88210](#) or its successor.

04.08.3 Annual Conference:

The District shall allow paid release time for attendance at the CSEA Annual Conference for the actual days of the conference, not to exceed five (5) days on the basis of two (2) delegates for the first one hundred fifty (150) members and one (1) additional delegate for each additional one hundred (100) members of CSEA 262.

Release time for conference delegates shall be subject to the immediate manager's approval, and each delegate shall submit a request for release time in writing to their immediate manager for approval no later than thirty (30) days prior to the date of the conference.

04.08.4 Job Stewards:

Job stewards, as designated by CSEA 262, shall have release time representing members, including but not limited to investigations and/or interviews regarding representation matters, grievance, disciplinary, and evaluation appeal meetings. CSEA 262 shall notify the Vice President, Human Resources, in writing, the names of the designated job stewards when elected or appointed and when a change is made.

04.08.5 CSEA 262/District Business:

The CSEA 262 Chapter President, or designee, shall have release time as deemed necessary to handle necessary union/district business in matters under the scope of representation, as prescribed under the [Educational Employment Relations Act](#) (EERA). All release time shall be coordinated with the Vice President of Human Resources and the immediate manager.

04.08.6 Professional Organizations:

A unit member who is appointed or elected to a work-related organization shall submit a written request for paid release time along with the official notice from the organization to the unit member's immediate manager. Paid release time will be subject to the approval of the unit member's immediate manager and their vice president with notification to the Vice President, Human Resources. The District shall not be responsible for any travel expenses related to the organizational appointment or election.

04.08.7 Chapter Meetings:

The District shall allow one (1) hour of paid release time per member, per meeting, per month for Chapter Meetings. Should additional meetings be necessary to ratify a negotiated agreement, the District shall provide on (1) hour of paid release time per member, per meeting for such ratification. Upon request of the Vice President of Human Resources, CSEA will verify a member's attendance.

04.08.8 Executive Board Meetings:

The District shall allow three (3) hours of paid release time or compensatory time for up to nine(9) Executive Board Members per month for Executive Board meetings. Upon request of the Vice President of Human Resources, CSEA will verify a member's attendance. CSEA 262 representatives shall notify the District and their immediate managers of their participation and, as soon as available, provide a schedule of dates and time of meetings. If meeting times change, managers will be informed, with at least five (5) workdays' notice.

District shall allow up to eight (8) hours of paid release time for up to nine (9) Executive Board members to attend semi-annual Executive Board Planning Meeting. Planning meetings shall be scheduled in collaboration with the Vice President, Human Resources or designee.

04.08.9 CSEA 262 New Employee Orientation:

CSEA 262 shall have the right to conduct an orientation session for newly hired unit members to inform them about CSEA, including but not limited to CSEA structure, activities, membership, and the collective bargaining agreement. The CSEA 262 President or designee may request release time of thirty (30) minutes for each unit member for this purpose in a timely manner, usually within the first thirty (30) days after start of employment. The request shall be made to the unit member's immediate manager and the Vice President, Human Resources in advance and shall be held at a mutually agreeable time. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The orientation session shall be held on District property during the workday of the unit member(s), who shall be on paid time.

04.08.10 District Board of Trustees Meetings:

The District shall allow three (3) hours of paid release time or compensatory time for one (1) Executive Board Member per month to attend and report at the monthly Board of Trustees meetings.

04.08.11 Committees:

If the District forms a committee, including ad hoc and advisory committees, asking for representation from the Bargaining Units, CSEA 262, in accordance with [Education Code 70901.2](#), will select a designated number of representatives from the unit membership. The District shall provide release time commensurate with committee responsibilities. CSEA 262 representatives shall notify their immediate managers of their participation and, as soon as available, provide a schedule of dates and time of meetings. CSEA 262 has the right to appoint representatives to committees, including ad hoc and advisory groups, that are charged with policies and procedures that affect unit members.

04.08.12 Needs Improvement Plans:

Participation for unit members in trainings, workshops, or activities to meet the specifications of a Needs Improvement Plan shall be approved by the unit member's immediate manager, subject to operational unit needs.

04.08.13 Additional Union Business:

Release time may be requested by the CSEA Chapter President or designee for Union business including, but not limited to, CSEA standing committees and ad hoc committees and is subject to approval by the Vice President, Human Resources or designee. Whenever practical requests for release time shall be submitted to the Vice President, Human Resources or designee with at least five (5) business days' notice.

04.09 Distribution of the Agreement:

Within sixty (60) days of the conclusion of negotiations, the District shall provide a draft of the Agreement to CSEA 262 for review. Within thirty (30) days of execution of this Agreement, the District shall provide, without charge, a copy of this Agreement to each bargaining unit employee and each District manager. The District shall also provide the Chapter President with an electronic copy of the executed Agreement. The District shall provide each new bargaining unit member and each new District manager with a copy of this Agreement at the time of employment. The District shall provide each new bargaining unit member a CSEA information packet. CSEA 262 shall provide the District with said packet.

04.10 CSEA 262 Professional Development Fund:

The District shall provide CSEA 262 an annual allocation of fourteen thousand dollars (\$14,000.00) for the purpose of professional development.

CSEA 262's allocation may be used for conferences, workshops, seminars and other staff development activities selected and approved by CSEA 262. A "Travel and Conference" form shall be submitted to the unit member's immediate manager and the Vice President, Human Resources for prior approval. Travel expenses shall be reimbursed by the District in accordance with District rules and regulations.

If approved by the Vice President, Human Resources, funds from the CSEA 262's allocation may be used for the purchase of equipment, such as a computers and other related equipment. In addition, supplies related to CSEA 262's operational needs may also be purchased from this fund.

All requests for the purchase of such items shall be submitted in writing by the CSEA 262 Chapter President or designee.

04.11 Protection of Classified Work:

04.11.1 The purpose of this section is twofold: first, to define the rights of CSEA 262 to information that protects its rights under California [Education Code 88001](#) and [88003](#) to represent District employees doing classified work; second, to establish mechanisms to maximize the assignment of work to classified unit members while maintaining appropriate flexibility in the use of short-term hourly employees, student assistants, professional experts, and contracted work.

04.11.2 CSEA 262 has the right to regular reports, not less than quarterly and covering the most recent five (5) fiscal years, listing District employees not represented by an exclusive bargaining agent or part of the management or confidential staff. The elements of the report shall include:

Unique ID

Name of Employee

Original Hire Date

Title

Fiscal Year

Type (Short-Term Hourly, Professional Expert, Student Assistant, or Work Study Student Assistant)

Total Hours

Hourly Rate

Organization Code and Name

Description of Special Funding Source, If Applicable CSEA 262 has the right to the District definition of "classification," as defined in [Education Code 88001\(a\)](#), for each category of short-term hourly employees.

04.11.3 CSEA 262 has the right to the District definition of "classification," as defined in [Education Code 88001\(a\)](#), for each category of student assistant, not to include work-study student assistants, as defined in [Education Code 88003](#).

04.11.4 CSEA 262 has the right to meet and confer with the District regarding short-term hourly employees, student assistants, or professional experts whose duties may fall outside of permissible service, as defined in [Education Code 88001\(a\)](#) and [88003](#).

04.11.5 CSEA 262 has the right to recommend to the District specific categories of classified employees that meet the flexible work needs of the District while reducing the use of short-term hourly employees, student assistants, and professional experts. The District and CSEA 262 will collaborate on guidelines that describe each of these categories and best practices for their use. Those categories include, but are not limited to the following:

04.11.5.1 Pools of classified unit members who may be assigned to units to meet the variable needs of the District within specified job categories.

04.11.5.2 Temporary increase in hours of less than full-time unit members in the job categories in need of short-term work.

04.11.5.3 Creation of new job classifications at an assistive level where excessive use of student assistants is evident.

04.11.5.4 Pools of substitute employees where patterns of vacancies are evident.



- 04.11.6 In reviewing the data provided as described in [04.23.2](#) and exercising the right specified in [04.23.6](#), CSEA 262 has the right meet and confer with the District when:
  - 04.11.6.1 The use of short term hourly employees in a given classification regularly exceeds 1000 annual hours of service.
  - 04.11.6.2 The use of short-term hourly employees in a given classification in a given area of assignment regularly exceeds 20 hours per week over a period of at least six continuous months.
  - 04.11.6.3 The use of student assistants in a given area of assignment regularly exceeds 20 hours per week over a period of at least ten continuous months.
- 04.11.7 CSEA 262 has the right to request a copy of the Short-Term Temporary Employment Form and the Professional Expert Request Form for Board of Trustee hiring actions. Requests shall be in writing and shall include a justification for the request that is pertinent and specific to each individual hiring action. The period to receive such forms shall be between the submission and publication deadlines for agenda items.
- 04.11.8 CSEA 262 has the right to request a summary of the assistive work done by student assistants in a given classification in a given area of assignment. Requests shall be in writing and shall include a justification for the request that is pertinent and specific to each such classification and assignment. The District may refuse such requests for inadequate justification or excessive numbers of requests.
- 04.11.9 CSEA 262 has the right to meet and confer with the District on the following options where needed contracted or additional work is included in job descriptions of existing classifications:
  - 04.11.9.1 At the option of the unit member in that job classification, provide an overtime assignment.
  - 04.11.9.2 Offer additional hours to less than full-time unit members or extend the term of ten- or eleven-month unit members in that job classification. Both CSEA 262 and the District understand that, if the work is temporary, such lack of work may lead to a reduction-in-force.
  - 04.11.9.3 Add a part-time permanent position in that job classification; the fixed term of such positions may be as short as six months. Both CSEA 262 and the District understand that, if the work is temporary, such lack of work may lead to a reduction-in-force.
- 04.11.10 CSEA 262 has the right to meet and confer with the District on the following options where needed contracted work is not included in job descriptions of existing classifications and is not continuing work:
  - 04.11.10.1 Create a new job classification that meets the needs of the District. Existing CSEA 262 unit members may serve as substitutes in that position during the active search to fill the position. Both CSEA 262 and the District understand that, if the work is temporary, such lack of work may lead to a reduction-in-force.
  - 04.11.10.2 Pursuant to Article 3, revise an existing job classification to meet the needs of the District.
- 04.11.11 CSEA 262 and the District agree to collaborate during the twelve months following the ratification of this article to implement each of its provisions.

#### 04.12 Release Time for Job Stewards

Disputes concerning this Article are not subject to the grievance procedure provided in this Agreement, with the exception of Sections [04.08.1](#), [04.08.7](#), [04.08.12](#), and [04.09](#).

## **ARTICLE 5: MANAGEMENT RIGHTS**

### 05.01 Management Rights

Except as otherwise expressly provided in a specific provision of this Agreement, the District retains all of its powers and authority to exclusively direct, manage, and control District operations, including but not limited to:

- 05.01.1 Determine managerial policy, the function, nature, standards, and extent of District services and programs, its overall budget, utilization of technology, and organizational structure.
- 05.01.2 Maintain and improve the efficiency and effectiveness of operations.
- 05.01.3 Determine the overall methods, processes, means, or personnel by which operations are to be conducted.
- 05.01.4 Hire, direct, supervise, evaluate, transfer, assign, schedule, promote, layoff, discipline – demote, suspend, terminate for just cause – or retain bargaining unit members. These rights are limited only by specific provisions of this Agreement.
- 05.01.5 Determine the adequacy of the work force.
- 05.01.6 Establish and enforce consistent rules of conduct.
- 05.01.7 Maintain safety standards and programs.
- 05.01.8 Take actions to carry out the duties and mission of the District.

### 05.02 Negotiations Disclaimer

No action taken by the District with respect to a management right shall preclude the right of the exclusive representative from negotiating matters which are mandatory subjects of bargaining. Provisions of this article shall not be subject to the grievance or arbitration procedures unless they violate an express written provision of this Agreement.

## **ARTICLE 6: DUES AND PAYROLL DEDUCTIONS**

### **06.01 Dues Deduction Authorization:**

Nothing in this Agreement shall be construed as limiting the authorization by a unit member to direct the District, in accordance with [Government Code Section 3543.1\(d\)](#), to deduct from salary the amount of dues and pay to the Chapter and/or the state organization the established amount.

### **06.02 Dues Deduction:**

In accordance with [Government Code Section 3546](#), the District shall deduct CSEA 262 State dues and/or fair share payments from the wages of all unit members.

### **06.03 Victory Club Deduction:**

The District shall deduct CSEA 262 chapter dues and/or Victory Club deductions as requested from the wages of all unit members who submit to the District the Application for Membership and Salary Deduction Authorization form as provided by CSEA. Authorization existing at the time of this Agreement need not be re-solicited.

### **06.04 Dues Deduction Effective Dates:**

Such written chapter dues deduction authorization shall remain in effect for the duration of this Agreement. A unit member may revoke a chapter dues authorization within twenty (20) workdays following expiration of the current contract. The District shall, within twenty (20) workdays, notify the CSEA 262 President if any member revokes a chapter dues authorization.

### **06.05 TSA Salary Deduction Authorization:**

Upon written authorization from a unit member, the District shall deduct from the salary of any unit member and make proper remittance for not more than two tax-sheltered annuities, two credit union deductions, and other health and welfare benefits from the District-approved list of benefits, or any other health and welfare plans mutually approved by the District and CSEA 262.

### **06.06 TSA District Contribution Deduction Authorization:**

Upon written authorization from a unit member, the District shall deduct from District contributions and make proper remittance for not more than two tax-sheltered annuities, other health and welfare benefits from the District-approved list of benefits or any other health and welfare plans mutually approved by the District and CSEA 262.

### **06.07 Religious Objection:**

In accordance with [Government Code Section 3546.3](#), any employee in the bargaining unit who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting unit member organizations shall not be required to join, maintain membership in, or financially support the association as a condition of employment.

### **06.08 Religious Objection Exemption Request:**

Any unit member claiming this religious exemption must file a written request for exemption with CSEA. Requests shall be sent to the CSEA Deputy Chief Counsel at 2045 Lundy Avenue, San Jose, CA 95131 (800.632.2128). If the exemption is granted, the unit member shall, as a condition of continued exemption from the requirements of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected. Receipts must be submitted to the CSEA Deputy Chief Counsel quarterly or annually by September 30th if paid in a lump sum.

06.09 Exemption Payment Option:

Upon approval of the exemption, in lieu of a service fee, the unit member shall pay sums equal to the service fee to a nonreligious, non-labor organization charitable fund, exempt from taxation under [Section 501\(c\)\(3\)](#) of Title 26 of the Internal Revenue Code. The unit member shall pay this sum to one of the following organizations: The Mt. SAC Classified Senate Student Scholarship fund, the Mt. SAC Foundation, or the Mt. SAC United Way Campaign.

06.10 Hold Harmless Clause:

CSEA 262 agrees to defend and hold harmless the District, its officers, unit members, and agents with respect to any claims or actions arising out of dues deduction, processing dues, or representation (service) fees.

**ARTICLE 7: INFORMATION**

07.01 District Budget:

The District shall provide to the CSEA 262 Chapter President two (2) copies of the District's Tentative and Adopted Budget(s).

07.02 Membership List:

The District shall provide to the CSEA 262 Chapter President two (2) copies of the monthly membership list of all bargaining unit members.

07.03 Roster:

The District shall provide to the CSEA 262 Chapter President a complete "hire date roster" of all bargaining unit members, upon request. The roster will show hire date with the District and hire date in the current classification.

07.04 Distribution of Job Information:

Upon initial employment and with every change in classification, each affected bargaining unit member shall receive a copy of the applicable job description; the unit member's monthly salary and hourly rates; anticipated end-of-probation date and date of first step-increase; the assigned work site; the assigned work shift; the hours of work per day, the days of work per week, and the months of work per year; and the name of the immediate manager. The District shall provide to the CSEA 262 Chapter President a copy of this notification for each new bargaining unit member.

Notes:

- 07.01 Provided by Fiscal Services
- 07.02 Provided by Payroll/Benefits
- 07.03 Provided by Human Resources
- 07.04 Provided by Human Resources

## **ARTICLE 8: SALARIES**

### 08.01 Salary:

Unit members will be paid in accordance with Appendices A and B.

2023-24 Contract Year: 8.22% on salary schedule.

2024-25 Contract Year: 1.07% or state-funded COLA, whichever is higher, on salary schedule

2025-26 Contract Year: To be negotiated

### 08.02 New Classifications:

In creation of a new classification to the bargaining unit, the District shall prepare and submit to CSEA 262 the description and salary range for any classification determined to be within the unit. CSEA 262 may, within fifteen (15) working days of said notification, object in writing to the proposed action; and if it objects, the parties shall meet toward the goal of achieving agreement on salary only.

### 08.03 Promotion:

Any unit member receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure not less than a five percent (5%) increase as a result of that promotion, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

### 08.04 Step Increases:

Newly hired or promoted unit members placed on Step 1 shall serve a period of six (6) months before being advanced to Step 2 based on their anniversary date. Newly hired or promoted unit members placed on Steps 2, 3, 4, or 5 shall serve a period of one (1) year at each respective step before being advanced to the next step on their anniversary date. In the case of a reclassification to a higher class, if the increase in pay is 5% or more, the unit member's anniversary date shall be one (1) year from the date of implementation. If the increase is less than 5%, the unit member's anniversary date shall remain the same as it was before the reclassification.

### 08.05 Pay Grade:

Placement of newly hired, transferred, or promoted unit members into a job classification with multiple pay grades shall be determined based on identified objective criteria, shall be performed immediately subsequent to assuming job duties, and shall be retroactive to the date of hire, transfer, or promotion. Criteria for pay grades shall be included in the approved job description. Unit members will be placed into the appropriate pay grade, which will be calculated at a 2% increase to base pay per pay grade. Placement of newly hired, transferred, or promoted unit members shall also be evaluated for Special Compensation identified in [CCR Title 2 §571\(a\)\(4\)](#) and approved in accordance with Article 17.03 for a pay grade for a particular assignment that routinely and consistently utilizes that skill in performance of the duties in that job classification.

### 08.06 Longevity:

The District provides longevity pay, which is calculated as a percentage of the unit member's base monthly salary and becomes effective on the first day of the month of the unit member's longevity date, as follows:

after 10 years 3.5% above base salary  
after 15 years an additional 5.0% (compounded as 08.68% above base salary)  
after 20 years an additional 3.5% (compounded as 12.48% above base salary)  
after 25 years an additional 3.5% (compounded as 16.42% above base salary)  
after 30 years an additional 3.5% (compounded as 20.49% above base salary)

The longevity dates above are calculated based on a unit member's adjusted service date. The adjusted service date is defined as the first day of the month in which a newly hired unit member has been in paid status for ten (10) working days. Adjusted service dates may be recalculated when a unit member separates from, and is later reemployed by, the District (see [AP 7366](#) – Reinstatement for criteria).



**ARTICLE 09: HEALTH AND WELFARE BENEFITS**

09.01 Unit Members Assigned to a 50% or more Full-Time Equivalent (FTE) Position:

The District will provide life, hospital, medical, dental, and vision insurance plans as follows:

**2018-19 Contract Year - PERS MAJOR MEDICAL HEALTH PLANS**

**2019-20 Contract year - Prior to January 1st, 2020: PERS MAJOR MEDICAL HEALTH PLANS. After January 1st, 2020: Self-Insured Schools of California (SISC).** CSEA 262 shall annually select six tiered rate plans from the list of available plans offered by SISC. Two of the six plans must be Kaiser Permanente 15/5/20 and Blue Shield 100-A or equivalent plans.

**VISION SERVICE PLAN (VSP)**

**DeltaCare USA DHMO and**

**DELTA DENTAL PPO**

**METROPOLITAN LIFE INSURANCE COMPANY - \$75,000**

09.01.1 Eligibility – Unit members who work fifty percent (50%) or more of a full-time one hundred percent (100%) position shall enroll in the District Benefit Program. Unit members who work less than fifty percent (50%) of a full-time position are excluded from this requirement but may elect to participate in the SISC “Bronze” health plan at their own cost. Unit members who have worked a minimum of one day, prorated proportional to their assignment, in the month shall be eligible to receive their District Contribution pursuant to 09.01.2. Newly hired unit members are eligible to receive their health insurance benefits the first day of the month immediately following their date of hire. Unit members must be enrolled in health insurance benefits in order to receive the District contribution.

09.01.2 The annual District contribution for each eligible full-time unit member shall be equal to the premium cost of the Kaiser \$15 (office visit) \$5-\$20 (prescription) health plan, dental HMO plan, VSP, and basic life insurance for single-party, two-party or family, except as follows:

Single-parties shall receive the greater of the following:

- (a) \$12,608
- (b) The amount specified in 09.01.2

09.01.2.1 Unit members receiving cash back shall sign an affirmation that neither they nor their dependents will participate in the Affordable Care Act (ACA) marketplace coverage.

09.01.3 Unit members who work fifty percent (50%) or more of a full-time one hundred percent (100%) position shall receive a prorated benefit contribution proportional to a full-time assignment.

09.01.4 Unit members who select an insurance plan that costs less than the total District contribution may place such excess into a disability income protection plan, life insurance plan, or other District-approved options as qualified under the Internal Revenue Code Section 125 Plan implemented by the District.

- 09.01.5 Unit members who select an insurance plan that costs more than the total District contribution will be required to pay any amount in excess of the established District employee benefit contribution.
- 09.01.6 Opt-Out Continuance for Unit Members – Full-time health benefit eligible unit members, who opt-out of the District provided coverage and receive “cash-in-lieu” of medical benefits prior to January 1, 2019, may elect to continue opting out of the District’s medical plan. Any such unit member shall provide proof of continued group medical coverage through a qualified medical insurance provider each year. The District will maintain and provide to its benefits provider a list of those employees participating in the “cash-in-lieu” opt-out program. Unit members who continue participation in the “cash-in-lieu” program shall be paid a maximum of \$7,141 per year; this contribution must be used to purchase dental, vision, and life insurance. Any excess District contribution shall be taxable to the employee. Once health benefits are declined, no change may be made during the benefit year unless a qualified life event occurs according to IRC [Section 125](#) or during an open enrollment period. If the unit member elects to enroll in a District provided medical plan, the unit member shall no longer be eligible to participate in the District “cash in lieu” opt-out program.
- 09.01.6.1 Unit members participating in the “cash-in-lieu” opt-out program, shall sign an affirmation that neither they nor their dependents will participate in the Affordable Care Act (ACA) marketplace coverage.
- 09.01.7 Opt-Out Discontinuance – Unit members may not opt-out of medical benefits coverage after January 1, 2019. Unit members who become benefit eligible on or after January 1, 2019, and those not participating in the opt-out program prior to January 1, 2019, shall not be eligible for the “cash in lieu” opt-out program specified in section [09.01.6](#). All health benefit eligible unit members employed on or after January 1, 2019, shall comply with the enrollment and participation requirements of the medical plan provided by the District.
- 09.01.8 Cash Back Continuance – Single-party unit members whose total premiums, inclusive of vision and dental, cost less than \$10,946 will receive the difference between the cost of their premiums and \$10,946 as cash back. If a single-party unit member’s total premiums cost more than \$10,946, they will not receive cash back.
- 09.01.8.1 Unit members receiving cash back shall sign an affirmation that neither they nor their dependents will participate in the Affordable Care Act (ACA) marketplace coverage.
- 09.01.9 Cash Back Discontinuance: Unit members becoming benefits eligible after January 1<sup>st</sup>, 2020 shall not be eligible to receive cash back from unused health and welfare contribution. Unit members participating at the two party and family coverage levels shall not be eligible to receive cash back after January 1<sup>st</sup>, 2020.
- 09.01.10 Reopener Trigger – Notwithstanding other provisions of this Agreement, changes in law, regulations, government directives, and/or District contracts affecting the implementation of provisions of this article will be the basis for reopening this article by either party.

09.02 Unit Members with an assignment less than 50% FTE:

Beginning October 1, 2020, unit members in paid status in a less than 50% assignment shall receive the annual benefit amount of \$1,200 deposited into a District managed CSEA 262 medical reimbursement account each benefit year.

09.02.1 Medical Reimbursement Eligible Expenses

Eligible medical reimbursements will be processed in alignment with IRS guidelines pertaining to flexible spending accounts.

09.02.2 Student Health Center Access For Less Than 50% Unit Members

Unit members in paid status in a less than 50% assignment shall be permitted access to the campus Student Health Center for basic medical services, subject to the limitations and capabilities of the facility and staff. The cost of services provided by the Student Health Center shall be charged against the unit member's medical reimbursement account. Costs in excess of funds available in the unit member's medical reimbursement account will be the responsibility of the unit member.

09.03 Eligible Retirees:

The following sections are for unit members that have retired from a 50% or more FTE position.

09.03.1 Retirees – Applicable to Unit Members Hired Before January 1, 1996, into a Probationary or Permanent Position:

- 09.03.1.1 Unit members who are eligible to retire with five (5) years or more of service credit with CalPERS or STRS and their spouses or registered domestic partners of record shall continue to receive hospital and medical benefits during their lifetime, as provided by the District.
- 09.03.1.2 Dissolution of a marriage or of a registered domestic partnership disqualifies coverage for the spouse or registered domestic partner of record as of the date of such dissolution. If the retiree remarries, the new spouse or registered domestic partner of record becomes eligible for benefits.
- 09.03.1.3 Retirees who are personally not eligible for Medicare, and whose spouses or registered domestic partners of record are not eligible for Medicare, will continue to receive the hospital and medical insurance programs provided and paid by the District.
- 09.03.1.4 When retirees or their spouses or registered domestic partners of record become eligible for Medicare, the eligible person must apply for Medicare Part A and Part B. The District will continue to pay the full cost of the hospital and medical insurance supplemental programs as provided by the District for the retiree and spouse or registered domestic partner of record. Medicare Part B shall be paid by the enrollees.
- 09.03.1.5 Eligible dependent(s) shall be permitted to remain in the group plan at the retiree's expense. When the dependent(s) become eligible for Medicare, the dependent(s) must apply for Medicare Part A and Part B.

09.03.2 Retirees – Applicable to Unit Members Hired on or After January 1, 1996, and Before March 1, 2006, into a Probationary or Permanent Position:

09.03.2.1 The District shall continue to pay one hundred percent (100%) of the single-party rate for hospital and medical benefits for unit members who are eligible for benefits and have served the District for ten (10) years or more.

09.03.2.2 Retirees who are personally not eligible for Medicare will continue to receive the hospital and medical insurance programs provided by the District.

09.03.2.3 When retirees become eligible for Medicare, they must apply for Medicare Part A and Part B. The District will continue to pay one hundred percent (100%) of the single-party rate of the hospital and medical insurance supplemental programs provided by the District. Medicare Part B shall be paid by the enrollees.

09.03.2.4 Eligible dependent(s) shall be permitted to remain in the group plan at the retiree's expense. When the dependent(s) become eligible for Medicare, the dependent(s) must apply for Medicare Part A and Part B.

09.03.3 Retirees – Applicable to Unit Members Hired on or After March 1, 2006, into a Probationary or Permanent Position:

09.03.3.1 The District shall continue to pay one hundred percent (100%) of the single-party rate for hospital and medical benefits for unit members who are eligible for benefits and have served the District the equivalent of ten (10) years or more of full-time one hundred percent (100%) credited service.

09.03.3.2 Retirees who are personally not eligible for Medicare will continue to receive the hospital and medical insurance programs provided by the District.

09.03.3.3 When retirees become eligible for Medicare, they must apply for Medicare Part A and Part B. The District will continue to pay one hundred percent (100%) of the single-party rate of the hospital and medical insurance supplemental programs provided by the District. Medicare Part B shall be paid by the enrollees.

09.03.3.4 Eligible dependent(s) shall be permitted to remain in the group plan at the retiree's expense. When the dependent(s) become eligible for Medicare, the dependent(s) must apply for Medicare Part A and Part B.

09.04 Disclaimer:

The parties agree that the District shall not be held responsible for conditions imposed by regulatory agencies or insurance carriers that are beyond the control of the District.

## ARTICLE 10: HOURS OF WORK AND RELATED MATTERS

### 10.01 Work Schedules:

10.01.1 The workweek shall be consistent with Education Code Sections [88026](#), [88030](#), and [88040](#).

10.01.2 In accordance with Section [88035](#) of the Education Code, probationary and permanent part-time classified unit members shall be entitled to sick leave and all other benefits granted full-time classified unit members on a prorated basis.

10.01.3 This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section [10.05](#) of this Article.

10.01.4 The length of the workday shall be designated by the District for each classified assignment in accordance with Education Code Sections [88026](#) and [88040](#). Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

10.01.4.1 Permanent Changes: Work schedules for unit members will be assigned as required to meet the operational needs of the District in accordance with Government Code Section [3543.2](#). The District will consult with the unit member in advance of any permanent change in the unit member's schedule. The District shall provide the unit member and CSEA with a thirty (30) day written notice of changes in the unit member's schedule. Work schedules will not be changed for circumventing overtime rights or shift differentials as defined in this agreement.

Unit members may request a permanent change to their work schedules, subject to approval by the immediate manager.

10.01.4.2 Temporary Changes: Temporary changes to work schedules for unit members may be made to accommodate extenuating circumstances or emergent operational needs of the District. The District will consult with the unit member in advance of any temporary change in the unit member's schedule. The District shall provide the unit member with a seven (7) day written notice of changes in the unit member's schedule. The seven (7) day notice may be waived upon mutual agreement of the manager and the unit member.

Unit members may request a temporary change to their work schedules, subject to the approval by the immediate manager

10.01.4.3 Alternative schedules may be established upon request of an employee and subject to the approval of the immediate manager. Such schedules may include but are not limited to 4/10, 9/80, and temporary flexible scheduling to allow unit members to attend professional growth training as outlined in [Article 20](#). Hours of absence due to sick, vacation, floating holidays, and bereavement shall be deducted consistent with the unit member's assigned workday. Hours of absence due to District recognized holidays shall be deducted consistent with the amount prescribed in [Article 11.04.3](#).

10.02 Adjustment of Assigned Time:

Any unit member in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

10.03 Lunch Periods:

All unit members covered by this Agreement shall be entitled to an uninterrupted lunch period after the unit member has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour (except for time specified in 10.14) or less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. Lunch periods and rest periods cannot be combined to shorten the workday.

10.04 Rest Periods:

10.04.1 All bargaining unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at a rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Lunch periods and rest periods cannot be combined to shorten the workday.

10.04.2 Specific periods may be designated only when the operations of the District require someone to be present at the unit member's work site at all times. Such times shall be mutually agreed upon between unit members and their immediate manager.

10.04.3 Rest periods of no more than thirty (30) minutes for extended day or special work shifts shall be scheduled by the immediate manager. Unit members assigned to a 4/10 schedule shall be entitled to two (2), twenty (20) minute rest periods.

10.04.4 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit member.

10.05 Overtime:

10.05.1 Unit members shall not work overtime without their immediate manager's prior approval.

10.05.1.1 Unit members will sign their acknowledgement of this policy and a record will be retained in Human Resources.

10.05.1.2 Unit members may request approval for overtime work in writing in paper form, via email, or through text message. Approval by the immediate manager or other appropriate administrator must be provided in advance in writing.

10.05.1.3 All unit members will report hours worked, including approved overtime, monthly on the District approved time sheet.

10.05.1.4 Emergency situations do not require prior approval for unit member overtime to be compensable. Emergency status of any such situation will be based on evidence provided to the College President or designee. Every attempt should be made by the unit member to notify their immediate manager or other appropriate administrator for prior approval.

Nothing in this subsection shall abrogate unit members' rights under relevant laws and regulations as interpreted by applicable case law.

10.05.2 When practical, overtime shall be offered by the unit manager first to unit members in the same classification and same work unit who have worked the fewest number of overtime hours in the last twelve months. When overtime hours are equal among the unit members, preference shall be offered by seniority based on initial full-time hire date.

For overtime assignments on a scheduled holiday shift, the overtime assignment shall be offered to those employees regularly assigned to that shift.

10.05.3 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one and one-half (1 1/2) the regular rate of pay of the unit members for all work approved. Overtime is defined to include any time worked in excess of forty (40) hours in any calendar week, or in excess of eight (8) hours in any one (1) day or on any one (1) shift. Full-time employees working on an alternative work schedule will be paid overtime for all hours worked in excess of the required workday or workweek of forty (40) hours.

10.05.4 The workweek shall consist of not more than five (5) consecutive working days for any unit member having an average of four (4) hours or more during the workweek. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6) and seventh (7) consecutive day of work.

10.05.5 Unit members having an average workday of less than four (4) hours during a workweek shall be compensated at the overtime rate commencing on the seventh (7) consecutive day of work (Ed. Code § [88030](#)).

10.05.6 For the purpose of computing the number of hours worked, all time during which a unit member is in paid status shall be construed as hours worked. Overtime shall be paid to the nearest one-quarter (1/4) hour increment.

10.05.7 Any unit member shall have the right to reject any offer or request for overtime or call back, on call, or call-in time, except that the least senior qualified unit member in the classification shall be required to work overtime.

10.06 Split Shift Differential:

Unit members whose assigned shift contains one (1) or more periods of unpaid time whose total exceed two (2) hours shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for all hours worked.

10.07 Shift Differential:

10.07.1 Unit members assigned to a five (5) day workweek, other than Monday through Friday, shall receive an additional three percent (3%) of their base salary, including longevity pay. Unit members regularly assigned to a night work schedule where one-half (1/2) or more of their weekly hours are assigned from 11:00 p.m. to 7:00 a.m. shall receive an additional five percent (5%) of their base salary, including longevity pay. Those employees regularly assigned to a night work schedule where one-half (1/2) or more of their total weekly hours are assigned after 4:00 p.m. shall receive an additional three percent (3%) of their base salary, including longevity pay.

10.07.2 Unit members who receive a shift differential premium on the basis of their shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

10.08 Compensatory Time Off:

10.08.1 Unit members may request to earn compensatory time-off in lieu of cash compensation for overtime work. Such requests shall be made to the immediate manager at the time the overtime is assigned. Compensatory time-off shall be accrued at the appropriate rate of overtime hours.

10.08.2 Compensatory time shall be taken at a time mutually acceptable to the unit member and the District or compensated by the District within twelve (12) months of the date on which it was earned. Unit members shall not accumulate more than forty-five (45) hours at any one-time.

10.08.3 Unit members shall submit compensatory time off requests in writing to their immediate manager and Vice President for approval prior to taking the compensatory leave. The immediate manager or Vice President shall reply to requests in a timely manner.

10.09 Minimum Call-In Time:

Unit members called in to work on a day when they are not scheduled to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay under this Agreement.

10.10 Callback Time:

Unit members called back to work after completion of their regular assignment shall be compensated for at least four (4) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked. Callback shall be defined as an emergency request to return to work.

10.11 Telephone Support During Non-Working Hours:

Notwithstanding any other sections of this agreement, any unit member who is called outside their regularly scheduled work hours to perform work which the unit member is able to perform without returning to the college campus (or other designated work site) shall receive a minimum of one (1) hour of pay at the appropriate rate of pay under this Agreement. No unit member shall be required or expected to be available during non-work hours.

10.12 Use of Personal Telephones:

Unit members shall not be required or expected to use their personal telephones for work-related matters.

10.13 Summer Schedule and Summer Schedule Leave:

This article establishes a Summer Schedule, which commences each year on the Sunday of or after commencement and extends for a period of eight (8) weeks. The Summer Schedule will be implemented as follows:

10.13.1 The workweek shall be defined as Monday through Thursday.

10.13.1.1 The workweek for Public Safety Officers shall be an exception, but this Article shall apply in all other regards.



- 10.13.1.2 Other departments may be exempt from the schedule by mutual agreement.
- 10.13.2 The workday shall be defined as ten (10) hours per day.
  - 10.13.2.1 Under this schedule, forty (40) hours per week of compensation apply for full-time permanent employees. As such, this agreement does not reduce CalPERS retirement credit.
  - 10.13.2.2 Those unit members assigned to a position of less than one hundred percent (100%) shall work their regular number of hours per week.
- 10.13.3 Outside agencies utilizing a campus, facility that is not supported by the central plant will be required to fund the total cost of usage, including District personnel.
- 10.13.4 The District may grant unit members' requests for time off unless doing so interferes with the operations of the department or College. Time off requests shall be submitted in writing to and approved in advance by the unit members' immediate manager. If no written response is received within five (5) working days, the request will be considered approved.
- 10.13.5 Unit members may request, of their immediate manager, an alternative or flexible schedule. If the manager and the unit member are unable to mutually agree, the manager or unit member shall notify the President/CEO. The President/CEO shall then schedule a meeting with CSEA as soon as practicable to negotiate a mutually agreeable schedule.
- 10.13.6 Overtime assignments shall be made consistent with the provisions outlined in Article 10: Hours of Work and Related Matters.
- 10.13.7 The unit member's lunch period will be scheduled in accordance with the provisions of the Collective Bargaining Agreement outlined in Article 10: Hours of Work and Related Matters, which allows a minimum of one-half (1/2) hour uninterrupted lunch period and two (2) 20-minute rest periods.
- 10.13.8 The District will communicate the implementation of the Summer Schedule internally and externally via various modes of communication, i.e., District listservs, website, and memos, which will be jointly developed by the District and CSEA 262.
- 10.13.9 Unit members will return to the regular work schedule they were previously assigned at the conclusion of the Summer Schedule.
- 10.13.10 Summer Schedule Leave for 100% assigned unit members: During the eight (8) week period specified above, the ten (10) hour days will consist of nine (9) work hours and one (1) hour of paid or unpaid leave.
- 10.13.11 For 100% assigned unit members working the entire eight (8) weeks of the Summer Schedule, the total paid or unpaid leave is thirty-two (32) hours.
  - 10.13.11.1 The District shall provide sixteen (16) hours of paid leave not otherwise available in the contract to be separately reported as Summer Schedule Leave. Summer Schedule Leave is available only during the eight (8) weeks of the Summer Schedule and may not be rolled over.

- 10.13.11.1.1 With prior District approval, a unit member may request unpaid leave (dock time) for any or all of the fifteen (15) hours in lieu of taking compensatory time or paid leave.
- 10.13.11.2 The remaining sixteen (16) hours are to be allocated from vacation time, floating holiday time, compensatory time, personal necessity leave, or unpaid leave, as defined in the Collective Bargaining Agreement.
- 10.13.12 For those 100% assigned unit members who work only a portion of the Summer Schedule, the total of paid or unpaid leave is equal to one (1) hour for each day worked. For these unit members, District provided Summer Schedule Leave will be one-half (1/2) of this calculated number of paid leave hours. For example, a 100% assigned unit member who only works the first two weeks of the Summer Schedule would need eight (8) hours of paid or unpaid leave of which four (4) would be District provided Summer Schedule Leave and the remaining four (4) hours would be the responsibility of the unit member using any options under 10.13.11.2. If one-half (1/2) of the calculated paid leave hours results in a fraction, the Summer Schedule Leave provided by the District will be rounded up to the next whole hour. For example, an employee needing nine (9) hours of paid or unpaid leave would be provided with five (5) hours Summer Leave and the remaining four (4) hours would be the responsibility of the unit member using any options under 10.13.11.2.
- 10.13.13 With management approval, as per Article 10.01.4.3, an employee may work ten (10) hours a day. In such cases, the employee would neither receive District provided Summer Schedule Leave nor be required to take paid or unpaid leave.
- 10.13.14 With management approval, an employee may work eight (8) hours a day. In such cases, the employee would still receive sixteen (16) hours of district provided Summer Schedule Leave (specified in section 10.13.11.1) and would be required to use forty-eight (48) hours of paid leave (allocated from the same leave banks specified in section 10.13.11.2) or unpaid leave.
- 10.14 On Campus Wellness Time:
  - 10.14.1 Vacation time, compensatory time off, floating holiday hours, additional sick leave, or personal necessity leave may be used for on campus wellness activities for up to 30 minutes per day and must be coordinated and approved by the District prior to use. Unit members may combine one of their lunch or rest periods described in Article 10.03 or Article 10.04 to extend this time.
  - 10.14.2 With prior approval by the District, unit members may extend their uninterrupted lunch period by up to 30 minutes to be utilized for on campus wellness activities.
  - 10.14.3 Unit members may be granted additional wellness time to attend approved appointments with the Employee Counseling Center (ECC) during operational hours without using the unit member's personal leave or time. The District will inform the manager of the time approved. Unit members are not obligated to discuss participation in this program with their managers. Unit members shall report the approved wellness time on their timesheets.

## **ARTICLE 11: HOLIDAYS**

### **11.01 Right to Negotiate Holidays:**

Upon entering into negotiations regarding holidays with any other bargaining unit, the District shall open negotiations on said holidays with CSEA, Chapter 262.

### **11.02 Scheduled Holidays:**

The District agrees to provide all unit members with nineteen (19) paid holidays as specified in [Appendix H](#).

### **11.03 Additional Holidays:**

Every day declared by the President of the United States or Governor of this state as a public fast, mourning, thanksgiving, or holiday, or any declared holiday by the governing board of the District shall be a paid holiday for all unit members if the College President closes the campus in observance.

If the College President does not close the campus in observance, unit members shall be granted eight (8) additional floating holiday hours on a prorated basis equivalent to a full-time one hundred percent (100%) assignment to be used in the same fiscal year.

11.03.1 Summer Schedule Holiday – When a holiday is designated during the summer schedule and falls on a Friday or Saturday, the holiday will result in ten (10) additional floating holiday hours, pro-rated for less than one hundred percent (100%) employees. When a historic holiday falls on a Sunday, the holiday shall be observed on the Monday following the holiday. In these two situations, the historic date of the holiday will also be compensated at the holiday pay rate as specified in [11.04.2](#). These floating holiday hours are subject to the same provisions specified in [11.05](#). Unit members hired after the holiday(s) designated during the summer schedule shall not be entitled to these additional floating holiday hours for the contract year.

11.03.2 Calendar Coordination – The District agrees to convene a meeting early each fall semester of all parties having an interest in the annual District Calendar, specifically the Academic Calendar and the CSEA 262 and 651 Work Calendars. The purpose of this meeting shall be to exchange information and discuss issues related to both the Academic Calendar and the Work Calendars.

11.03.3 Winter Intersession – In circumstances in which the first day of instruction of winter intersession is preceded by a weekday holiday, the District and CSEA 262 will mutually agree to designate job classifications and assignments essential to preparation for the beginning of winter intersession and thus will be called in to work on that holiday. Those unit members so designated shall be compensated as specified in Article [11.04.2](#).

11.03.4 Holiday Work Assignments – When the observed holiday is not the historic holiday, no employee shall be required to work both days. Assignments to work on the holiday will be on a seniority or rotation basis, mutually agreed to by the District and CSEA.

11.03.5 Christmas and New Year's Days – When December 25th and January 1st fall on a Saturday or Sunday, the hours worked on those days will be compensated at the holiday pay rate as specified in [11.04.2](#). When a unit member is normally scheduled to work those Saturday or Sunday dates, they will only receive their regular salary rate plus 50% of that rate. The total effective rate for those days will be the overtime rate (150%).

This also applies to the Summer Schedule Holidays contract language (11.03.1) holiday for all unit members.

11.04 Holiday Eligibility:

- 11.04.1 Except as otherwise provided in this Article, unit members who are not normally assigned to duty during the school holidays of New Year's Day and Winter Recess shall be paid for these holidays provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 11.04.2 Holidays with pay shall be granted to unit members who are in paid status on the days immediately preceding or following the holiday. Any work performed on a holiday is considered overtime.
- 11.04.3 Unit members employed full-time, one-hundred percent (100%), shall be granted holidays at the rate of eight (8) hours per holiday except the Summer Schedule holidays which are 10 hours per holiday as specified in Article 11.03. Part-time unit members shall be granted holidays with pay on a prorated basis equivalent to a full-time one hundred percent (100%) assignment. When Juneteenth National Independence Day is provided as a floating holiday, the District will provide 10 hours of floating holiday to be used through the end of the following fiscal year.

11.05 Floating Holidays:

- 11.05.1 Unit members shall be granted twenty (20) floating holiday hours per contract year. These hours are granted in lieu of calendared holidays, shall be available for use at any time within the contract year and may be used in quarter-hour increments.
  - 11.05.1.1 Floating holiday hours are granted as a benefit for the following reasons:
    - Good Friday/Spring Break (8 hours)
    - Parity with other employee group (8 hours)
    - Summer schedule adjustment (4 hours)
- 11.05.2 Floating holiday hours are not a property right, may only be used in the period in which they are granted, and do not accumulate if left unused. Unit members hired late in the fiscal year may not have adequate time to schedule all of their floating holiday hours due to District operational needs. The District will notify unit members who have not utilized all of their Floating Holiday Hours by July 1st. In October, unused floating holiday hours from the prior fiscal year will be transferred to the CSEA 262 Catastrophic Leave Bank. Refer to section 13.12.4.3.c.
- 11.05.3 Floating holiday hours must be requested in writing and must be approved in advance by the unit member's immediate manager. If no response is received within five (5) working days, the request will be considered approved.
- 11.05.4 If the immediate manager denies the unit member's initial request for use of a floating holiday hours, a reason for the denial must be given in writing within five (5) working days of the request. If denied, the immediate manager and the unit member shall mutually agree to an alternative date.

11.05.5 Less than full-time one hundred percent (100%) unit members, shall earn pro-rata floating holiday hours based on the percentage of employment. When a unit member changes employment percentages during the fiscal year, the District and CSEA will confer about the request from the employee and mutually agree on a fair and equitable solution, which shall not be precedent setting.

11.06 In Lieu of Holidays:

11.06.1 When a scheduled holiday falls on a unit member's non-working day they will be provided with floating holiday in lieu, at the same rate specified in 11.04.3

11.06.2 When a unit member works on a scheduled holiday, the unit member will be paid the rate specified in 11.04.2, unless the unit member requests floating holiday hours in lieu, which will be granted at the same rate specified in 11.04.3.

11.06.3 If the number of holiday hours granted under section 11.04.3 exceeds the number of hours scheduled to work on a given day, the remaining holiday hours will be provided to the unit member as floating holiday hours.

11.07 Holiday Work Schedules:

11.07.1 Full-time unit members working an alternate work schedule shall be provided an opportunity to temporarily return to a standard, five (5) day per week, eight (8) hour per day work schedule, with immediate manager approval, to accommodate weeks with holidays.

11.07.2 Part-time unit members shall be provided an opportunity to temporarily adjust their work schedules, with immediate manager approval, to accommodate weeks with holidays, so long as their workday does not exceed eight (8) hours.

**ARTICLE 12: VACATION**

12.01 Paid Vacation:

All unit members shall earn paid vacation time under the provisions of this Article.

12.02 Vacation Eligibility:

12.02.1 To be eligible to earn vacation, unit members must be in paid status during the month equal to fifty percent (50%) or more of the total hours required by the assignment.

12.02.2 Probationary unit members shall be eligible to accrue and use vacation during their initial six (6) months of employment. However, vacation shall not be deemed earned until completion of the initial six (6) months of employment. Upon separation of employment, the District shall deduct from a probationary unit member’s final pay the full amount of salary, which was paid for any unearned days of vacation taken. (EDC Section [88197](#))

12.03 Vacation Accrual:

Vacation time shall be earned and accrued in hours based on the unit member’s longevity date on a monthly basis according to the following schedule:

6 months through 5 years	08.00 hours (Refer to 12.02.2) (12 days)
Beginning 6 years through 8 years	10.67 hours (16 days)
Beginning 9 years through 13 years	13.34 hours (20 days)
Beginning 14 years through 19 years	14.67 hours (22 days)
Beginning 20 years and on	16.00 hours (24 days)

12.03.1 Unit members who work less than twelve (12) months shall accrue vacation hours based on the equivalent number of months in paid status.

12.03.2 Unit members who work less than a full-time one hundred percent (100%) assignment shall accrue vacation hour’s prorated proportional to their assignment.

12.03.3 The maximum number of hours a unit member may accrue at any time shall be equal to twice the number of hours the unit member earns in any one fiscal year as provided in Section [12.03](#) of this Article. Once unit members reach their vacation accrual maximum, excess vacation accruals beyond the maximum shall accrue as Additional Sick Leave as their usual vacation accrual rates. Unit members who have utilized less than two (2) months of their current accrual rate of vacation hours during the fiscal year will only be eligible to accrue up to forty-eight (48) hours of Additional Sick Leave per fiscal year. For those unit members Additional Sick Leave hours accrued in excess of the cap will be donated to the CSEA 262 Catastrophic Leave Bank. Additional Sick Leave hours must be used before regular sick leave and shall be in accordance with 13.05.2, 13.05.6, and 13.05.8. Upon the unit member’s resignation or retirement from the District, any unused Additional Sick Leave hours shall be donated to the CSEA 262 Catastrophic Leave Bank.

12.04 Holidays (During Vacation):

When a holiday falls during the scheduled vacation of any unit member, the day shall not be charged as a vacation day.

12.05 Vacation Scheduling:

12.05.1 Unit members shall submit vacation requests in writing to their immediate manager and Vice President for approval prior to taking the vacation leave. The immediate manager

or Vice President shall reply to requests in a timely manner, typically within ten (10) working days.

12.05.2 Vacations shall be scheduled at times requested by unit members so far as possible within the District's work requirements.

12.05.3 If there is any conflict between unit members who are working on the same or similar job duties as to when vacations shall be taken, the vacations shall be rotated as equally as is practical among unit members within each department.

12.06 Vacation Interruption:

12.06.1 Unit members may interrupt or terminate vacation leave and begin another type of paid leave without returning to active service. (EDC Section [88200](#))

12.06.2 Unit members who interrupt or terminate vacation leave shall provide the District with adequate notice and relevant supporting information. (EDC Section [88197](#))

12.07 Separation or Termination of Employment:

12.07.1 Unit members shall receive a lump-sum payment for all unused earned and accrued vacation hours on the last working day of the month following separation from service. The lump sum payment shall not exceed twice the number of hours the unit member earns in any one fiscal year.

12.07.2 Unit members who have not completed their initial six (6) months of employment are not entitled to compensation for accrued vacation. (EDC Section [88197](#))

**ARTICLE 13: LEAVES OF ABSENCE AND RELATED MATTERS**

13.01 Bereavement Leave:

Unit members shall be entitled to a maximum of five (5) days leave of absence, or seven (7) days leave of absence if travel of more than two hundred (200) miles one way is required, without loss of salary, on account of the death of any member of their immediate family. Immediate family shall include the following for the employee: mother, father, grandmother, grandfather, grandchild, step-parent, step-child, step-sibling, great-grandparent, great-grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, cousin, registered domestic partner, or any other member of the immediate household. For the spouse/registered domestic partner of the employee: mother, father, grandmother, grandfather, grandchild, stepparent, stepchild, stepsibling, great-grandparent, great-grandchild, aunt, uncle, niece, nephew, or cousin. Such leave shall not be charged against sick leave.

Unit members employed full-time, one-hundred percent (100%), shall be entitled to bereavement leave at the rate of eight (8) hours per day. Part-time unit members shall be entitled to bereavement leave on a prorated basis equivalent to a full-time one-hundred percent (100%) assignment.

The Bereavement Leave need not be taken Consecutively.

Bereavement leave shall be completed within twelve (12) months of the date of death of the family member.

The unit member, if requested by the District within thirty (30) days of the first day of the leave, shall provide documentation of the death of the family member. Documentation includes but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

The District Shall maintain the confidentiality of any employee requesting leave under this section.

The District may require a unit member to submit documentation that verifies the use of any bereavement leave. Any request for verification must be submitted to Human Resources.

13.02 Reproductive Loss Leave:

A unit member shall be entitled to take up to five (5) days of paid reproductive loss leave per twelve (12) month period when they experience a reproductive loss event. A reproductive loss event means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction as defined by Government Code 12945.6.

13.02.1 The reproductive loss leave days do not need to be taken consecutively.

13.02.2 If a unit member experiences multiple reproductive loss events within a twelve (12)-month period, they are entitled to an additional five (5) days of unpaid reproductive loss leave per reproductive loss event. The total number of paid and unpaid reproductive loss leave within a twelve (12) month period shall be limited to twenty (20) days.

13.02.3 All reproductive loss leave shall be completed within three (3) months of the event entitling the unit member to the reproductive loss leave.—

13.02.4 A unit member may use accrued sick leave or any other accrued paid time off to supplement unpaid reproductive loss leave with pay.



13.02.5 The District shall maintain the confidentiality of any employee requesting leave under this section.

13.03 Court Leave:

In accordance with Education Code Section [87035](#), an employee may be absent from duty, without loss of salary, in order to appear as a witness in a court other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. A copy of any official order to appear must be submitted to verify the absence.

13.04 Jury Duty Leave:

A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty. Juror's fees, excluding mileage, received by the unit member shall be signed over to the District. In the case of jury duty, an official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted. Where a fee is payable, other than mileage reimbursement, the amount of such fee shall be signed over to the District. The unit member shall receive their regular salary due for the period of absence.

13.04.1 Notification – Upon receipt of notification of jury duty obligation to be served during work hours on days of assigned service, the unit member shall notify their immediate manager as soon as possible.

13.04.2 Reporting to Work – Unit members who are required to call during the workday for possible jury duty service shall report to work. Upon notification of jury duty service, the unit member shall immediately notify their immediate manager. Unit members who are required to report for jury duty service do not have to report to work on that day.

Unit members, including those who are working a 9/80 or a 4/10 work schedule shall work the traditional day shift Monday through Friday (8 hours per day) in weeks of jury duty service.

13.04.3 Return to Service – Upon return to work unit members must provide the immediate manager proof of jury duty attendance by presentation of a certification signed by the court clerk or other authorized officer of the court.

13.05 Military Leave:

Military leave shall be granted to unit members who volunteer or are conscripted for duty with the armed forces of the United States. Such leave shall be granted in accordance with provisions of law. Such absence shall not affect in any way the classification of unit members providing they have been unit members of the District for a period of not less than one (1) year immediately prior to the date upon which the leave of absence begins. Compensation shall be in accordance with the California Military and Veterans Code.

Unit members summoned to military service shall notify their immediate manager as soon as possible. Unit members on active service shall notify the immediate manager of their anticipated return date from active service. Changes to this date shall be communicated to their immediate manager as soon as possible.

13.06 Sick Leave:

In accordance with Education Code Section [88191](#), a full-time unit member, employed five (5) days

per week for twelve months of a fiscal year, shall be entitled to twelve (12) days per year of absence for illness or injury without loss of pay; those working fewer hours, days, or months, shall receive proportionately less sick leave credit.

- 13.06.1 If a unit member does not take the full amount of sick leave allowed during the year, the amount not taken shall be accumulated from year to year.
- 13.06.2 Sick leave may be used for absence due to personal illness, injury, or quarantine. Essential treatments, examinations for diagnostic purposes, and other absences definitely related to a unit member's health may be allowed as sick leave.
- 13.06.3 If a unit member is absent due to an injury that is reimbursed by State Workers' Compensation, there shall be no deduction made from their accumulated sick leave credit. During the period of their absence, they shall receive their normal salary reduced by the amount they receive from the State Workers' Compensation Fund for a period not to exceed sixty (60) working days.
- 13.06.4 Sick leave credit shall be earned on the basis of eight (8) hours per calendar month providing the hours of service rendered during the month are equal to fifty percent (50%) or more of the total hours required by the assignment. Part-time unit members shall earn sick leave on a prorated basis equivalent to a full-time one hundred percent (100%) assignment. Additional sick leave credit shall be earned in accordance with section 12.03.3.
- 13.06.5 Transfer of accumulated sick leave from another district shall be allowed for classified unit members in accordance with the provisions of Education Code Section [88202](#). Unit members shall request, in writing to the District, the transfer of the total number of days of unused sick leave they had accumulated in their former district.
- 13.06.6 A signed statement on a time sheet from a unit member, stating illness as a reason for absence, shall normally be satisfactory proof of the proper use of sick leave; however, a statement by a licensed physician or licensed practitioner may be required.
- 13.06.7 A unit member who has been absent due to illness, injury, or quarantine for more than five (5) consecutive working days shall submit to Human Resources a signed statement from a licensed physician or licensed practitioner indicating that they are able to resume their District responsibilities.
- 13.06.8 A unit member shall contact their immediate manager as soon as the need to be absent is known. Contact shall be made each day thereafter, no later than the start of the normal working hours for the unit member, unless there is an anticipated duration of the absence. When the anticipated duration of the absences is known, the unit member shall inform their immediate manager of their absence once, on the first day of the absence.

### 13.07 Family Illness Leave:

Unit members may use any accrued leaves, to include sick and vacation, as well as any available floating holiday hours for family illness leave to attend to the diagnosis, care, or treatment of an existing health condition, or preventive care for a child, parent (to include step parents and parents-in-law), grandparent, grandchild, sibling, designated person(s), spouse, or registered domestic partner of record.

- 13.07.1 One-hundred half days (100 ½ days) are not considered accrued leaves for the purpose of family illness leave, and may only be used for a unit member's own illness.

- 13.07.2 In the event a unit member is absent from work due to illness of a family member, the unit member shall make every effort to notify the unit member's immediate manager as soon as possible, but no later than the usual time the unit member would be required to report for duty.
- 13.07.3 A unit member who is absent due to illness of a family member shall report the absence as Family Illness Leave on the monthly timesheet. The District may request substantiation of any claim for Family Illness Leave.
- 13.07.4 The District shall not deny a unit member the right to use sick leave for the above-stated purpose and shall not subject the unit member to any disciplinary action for exercising or attempting to exercise the right to use sick leave.

13.08 Family Medical Leave Act/California Family Rights Act:

It is the intent of the District to comply with the [Family Medical Leave Act of 1993](#) and the [California Family Rights Act](#). The District shall grant up to twelve (12) workweeks of unpaid leave to eligible employees during any twelve (12) month period for one or more of the following reasons:

- The birth and care of a newborn child of the unit member;
- Placement with the unit member of a son or daughter for adoption or foster care;
- To care for a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person with a serious health condition;
- To take medical leave when the unit member is unable to work because of a serious health condition; or
- For qualifying exigencies arising out of the fact that the unit member's spouse, son, daughter, or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

13.08.1 The California Family Rights Act (CFRA) guarantees employees 12 weeks of protected leave to bond with a child, herein referred to as "Baby Bonding Leave."

13.08.1.1 Baby Bonding Leave must be taken within the first 12 months of the child's arrival in the home.

13.08.1.2 Notwithstanding any other provision of CFRA, in the event that both parents are employees of the District, the District shall grant a maximum of 12 weeks of Baby Bonding Leave to each parent who is a unit member.

13.08.1.3 In the event both parents work in the same department, office, worksite, etc., the 12 weeks of Baby Bonding Leave may be required to be taken nonconcurrently.

13.08.1.4 To the extent practicable, Baby Bonding Leave as outlined in 13.7.1.2 shall be coordinated with both parents and Human Resources so as to cause minimal disruption to district operations.

13.08.2 If FMLA is designated, a unit member has the option, but is not required, to use accrued leave credit. Prior to utilizing the extended sick leave benefit, all sick leave must be exhausted (see section 13.10.)

13.08.3 Prior to returning from personal medical leave; the unit member must file a doctor's certificate with the Office of Human Resources verifying the unit member's good health and ability to resume the duties of the position.

13.08.4 Return from Leave – A unit member must give notification of at least fifteen (15) calendar days prior to the expiration of the leave that they are returning to active service. The

unit member shall be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment upon their return from FMLA-protected leave. If the leave extends beyond the end of the FMLA entitlement, the unit member does not have return rights under FMLA.

13.09 "Designated Person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. Within the 12-month period after the designated person has been identified, the unit member may elect to change to another designated person. The unit member is limited to two (2) total designated persons per 12 months. Approved leave for the "Designated Person" shall be processed under California Family Rights Act.

13.10 Paid FMLA Leave:

A unit member on any verified FMLA leave (see section 13.07), who is not on probation, is entitled to a maximum of one hundred sixty (160) hours, prorated based on percentage of assignment, which may be used in quarter hour increments, of Paid FMLA Leave within a twelve (12) month period without loss of salary or deduction from accumulated sick leave or other leave provisions. Notwithstanding a circumstance beyond the unit member's control, at least one week notice must be provided to Human Resources prior to using this leave.

13.11 Industrial Accident or Illness:

In accordance with Education Code Section [88192](#), classified unit members shall be eligible for the following leave of absence benefits for industrial accident or illness:

13.11.1 The maximum allowable paid leave shall be sixty (60) working days in a fiscal year for any single accident.

13.11.2 Allowable leave shall not be cumulative from year to year.

13.11.3 Industrial accident or illness leave shall commence on the first day of absence.

13.11.4 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day.

13.11.5 Industrial Accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

13.11.6 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code Section [88191](#). When entitlement to industrial accident or illness has been exhausted, entitlement to other sick leave will then be used, but, if a unit member is receiving Workers' Compensation, they shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensatory time, vacation, or other available leave which, when added to the Workers' Compensation award, to provide for a full day's wage or salary. Reduction of entitlement to leave shall be made only in accordance with this section.

13.11.7 Break in Service – Periods of leave of absence paid or unpaid under this Article, shall not be considered to be a break in service of the unit member. Benefits accruing under the provisions of this agreement shall continue to accrue under paid absence only.

- 13.11.8 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law or the action of the governing board, the unit member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this State. The District, in turn, shall issue the unit members appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 13.11.9 When all available leaves of absence, paid or unpaid, have been exhausted and if unit members are not medically able to assume the duties of their position, they shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, they shall be employed in a vacant position in the class of their previous assignment over all other available candidates except for reemployment list established because of lack of work or lack of funds, in which case, they shall be listed in accordance with appropriate seniority regulations.
- 13.11.10 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.
- 13.11.11 A unit member who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty, and who fails to accept the appropriate assignment shall be dismissed.
- 13.12 Extended Sick Leave Benefit:
- In accordance with Education Code Section [88196](#), a regular classified unit member shall be credited once each fiscal year with a total of one hundred (100) working days of paid sick leave, such days to be compensated at fifty percent (50%) of the unit member's regular salary. Each fiscal year shall be considered a new period and subsequent one hundred (100) half-paid days of sick leave shall be applied, but shall not be cumulative from year to year. The paid sick leave under this section shall be used only after all other sick leave entitlement has been exhausted and shall be exclusive of any other paid leave, holidays, or vacation time to which the unit member may be entitled.
- 13.13 Catastrophic Leave:
- 13.13.1 General Provisions – The Catastrophic Leave Program (Program) shall provide all unit members the opportunity to voluntarily donate eligible leave credits to the Catastrophic Leave Bank (Bank) and to apply for catastrophic leave credits, in accordance with Education Code Section [87045](#).
- 13.13.1.1 Catastrophic leave credits shall be available to eligible unit members who are incapacitated for an extended period of time, or whose family member becomes incapacitated for an extended period of time, requiring the unit member to take an extended period of time off from work and creates a financial hardship because the unit member has exhausted all leave credits.
- 13.13.1.2 Unit members who apply for and receive catastrophic leave credits shall remain in "paid status" and continue to receive their salary, medical benefits, and all other benefits during the catastrophic leave period.
- 13.13.1.3 CSEA 262 Chapter President shall send campus-wide requests to all unit members for donations to the Catastrophic Leave Bank upon notification from the catastrophic leave committee that the balance has dropped below

1,000 hours and periodically thereafter until the balance is above 1,000 hours.

- 13.13.1.4 Initial requests for catastrophic leave must be made, and upon approval of the committee, shall be granted in hourly increments of up to 240 hours, prorated for those working less than a full-time (100%) assignment. Any unused hours shall be returned to the catastrophic leave bank upon the unit members return to work.
- 13.13.1.5 A one-time request to extend an existing catastrophic leave may be made by submitting a second (renewal) catastrophic leave request; the approval and number of hours is at the sole discretion of the catastrophic leave committee. The committee's decision is not subject to the grievance process.
- 13.13.1.6 A unit member's donation, catastrophic leave application, and all accompanying documentation shall remain confidential.
- 13.13.1.7 The District shall create a Catastrophic Leave Committee (Committee). The Committee shall consist of a five (5) member panel that will review all unit member applications for catastrophic leave. The Committee shall consist of two (2) representatives appointed by the President of CSEA, Chapter 262 and two (2) representatives appointed by the Vice President of Human Resources or designee, and one (1) other member as mutually agreed by the District and CSEA 262. A quorum will be met if one (1) designee from each of the above named groups is present for a total of three (3) committee members.

This Committee shall meet at least semi-annually and conduct a program review at least once per fiscal year. The review will include, but is not limited to, the following:

- Bank balance;
- Donation and approval process;
- Catastrophic leave activity;
- Committee membership appointments;
- Applicable Federal and State mandates.

The results of the review will be reported back to the Vice President of Human Resources and the President of CSEA, Chapter 262.

#### 13.13.2 Definitions:

- 13.13.2.1 The Catastrophic Leave Bank (Bank) is the repository for donated eligible leave credits. Payroll will maintain a current balance of leave credits in the Catastrophic Leave Bank.
- 13.13.2.2 Eligible leave credits mean vacation leave, floating holiday, and sick leave including additional sick leave and compensatory time accrued by the donating employee.
- 13.13.2.3 For purposes of catastrophic leave, "family member" is defined in Article [13.01](#) Bereavement Leave.

13.13.2.4 A "Catastrophic Illness" or "Injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates a member of the unit member's family which requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off.

13.13.3 Eligibility for Catastrophic Leave:

13.13.3.1 Unit members, including those still on probation, who have been employed by the District for a minimum of six (6) months shall be eligible for catastrophic leave when all other eligibility requirements are met.

13.13.3.2 Unit members who are receiving Worker's Compensation benefits (i.e. 60 days Industrial Accident/Illness Leave or Total Temporary Disability) are not eligible for catastrophic leave.

13.13.3.3 Unit members shall be eligible for catastrophic leave when they have donated eight (8) hours of eligible leave credits to the Catastrophic Leave Bank in a given fiscal year, and suffered a catastrophic illness or injury as stated in 13.13.2.4 in that same fiscal year. The donation requirement is prorated for those working less than a full-time (100%) assignment.

13.13.3.4 Unit members shall be eligible for catastrophic leave so long as there is sufficient leave credits in the Catastrophic Leave Bank.

13.13.3.5 Unit members shall be eligible for catastrophic leave once they have exhausted all fully paid leave credits (sick leave, vacation, and compensatory time). During the period of catastrophic leave, any accrued paid leave will be used when earned and will not count against the number of granted days of catastrophic leave.

13.13.3.6 The unit member must return to work before being eligible for a subsequent catastrophic leave grant.

13.13.4 Donation Process:

13.13.4.1 Any District employee may donate eligible leave credits to the Bank by completing the Catastrophic Leave Donation Request form.

13.13.4.2 Donors must donate a minimum of eight (8) hours of eligible leave credits to the Catastrophic Leave Bank.

13.13.4.2.1 Donors may designate donated leave credits for a specific unit member who has been approved for catastrophic leave. within 60 days of donation. Donations that fall outside of these criteria shall subsequently become available for future catastrophic leave recipients. Donations are irrevocable and no portion shall be returned.

13.13.4.2.2 Any donated leave credits designated for a specific unit member, if not used in their entirety, shall subsequently become available for future catastrophic leave recipients. Donations are irrevocable and no portion shall be returned.

13.13.4.3 Unit members may choose one of the following methods to donate:



- a. Make a one-time donation, making the unit member eligible to apply for catastrophic leave in only that fiscal year.
- b. Opt-in to a recurring donation program, to be deducted from the donor's specified leave bank on or about July 1st of each year, making the unit member eligible to apply for catastrophic leave as long as they remain in the recurring donation program.
- c. Unused floating holiday hours shall be transferred to the CSEA 262 Catastrophic Leave Bank in accordance with section 11.05.2.

13.13.4.4 The donor shall forward the Catastrophic Leave Donation Request form to Payroll to verify the unit member has sufficient leave to make the donation. Once verified, Payroll shall deduct the donated leave credits from the unit member's leave balance.

13.13.4.5 If the unit member is not able to make the donation, Payroll shall return the form to the unit member within ten (10) working days, providing the specific reason why the unit member was not able to make the donation.

13.13.5 Application Process:

13.13.5.1 Unit members requesting catastrophic leave or a renewal shall complete the Catastrophic Leave Application form. When a unit member is unable to complete the Catastrophic Leave Application form, a designee (e.g. spouse, registered domestic partner, CSEA 262 Chapter President, etc.) may complete the form on behalf of the unit member. The unit member or their designee shall include a signed and dated "Certification of Health Care Provider for Employee's Serious Health Condition under the Family and Medical Leave Act" form, completed by a licensed physician or other authorized medical professional, or a medical note signed by a medical provider which includes equivalent information as defined in the Certification of Health Care Provider for Employee's Serious Health Condition under the Family and Medical Leave Act form.

13.13.5.2 The applicant or designee shall then submit the Catastrophic Leave Application form and any included documentation to Human Resources a minimum of ten (10) working days prior to the start date of the requested leave when possible or as soon as possible if circumstances prevent earlier

13.13.5.3 Human Resources will confirm with Payroll the date when the unit member requesting catastrophic leave will exhaust all fully paid leave credits (i.e. sick leave, vacation, and compensatory time off).

13.13.5.4 Human Resources shall check the application for completeness, and, if complete, date and time stamp the application, which will signify the official receipt of the application.

13.13.5.5 If the application form is incomplete, within five (5) working days, Human Resources shall speak directly with the applicant or designee to explain what information is missing and direct the applicant or designee to provide the necessary information to complete the application.

13.13.5.6 Once the Catastrophic Leave Application form is deemed complete, within five (5) working days, Human Resources shall contact the Committee members to schedule a review date and time of the application. If an urgent request is received, the Committee shall meet immediately to review and process the application.



13.13.6 Application Review Process:

- 13.13.6.1 The Committee shall review each completed application for Catastrophic Leave.
- 13.13.6.2 The Committee shall determine whether an applicant meets the eligibility requirements.
- 13.13.6.3 The Committee shall make the determination as to whether the evidence provided is sufficient and shall request further information if needed.
- 13.13.6.4 The Committee shall approve or deny the application after the review.
- 13.13.6.5 Human Resources shall notify the applicant or designee of the Committee's decision within five (5) working days.

13.14 Personal Necessity Leave:

13.14.1 Acknowledging the provisions of 13.12.3, unit members may use, in accordance with Education Code Section 88207, accumulated sick leave in cases of personal necessity incrementally for any reason, including, but not limited to the following:

- 13.14.1.1 Death of a member of the immediate family, when leave is required beyond that provided by Bereavement Leave, Section 13.01 of this Article. Immediate family shall be defined under Bereavement Leave in this Article.
- 13.14.1.2 Attendance at the funeral of a relative or close personal friend of the unit member.
- 13.14.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any other order made with jurisdiction.
- 13.14.1.4 An illness or injury to a member of the unit member's immediate family, which is serious in nature and under the circumstances the unit member cannot be expected to disregard, and which requires the attention of the unit member during their assigned hours of service. Immediate family shall be as defined under Bereavement Leave of this Article.
- 13.14.1.5 The birth of a child making it necessary for a unit member who is either the father or grandparent of the child, to be absent from their position during their assigned hours of service.
- 13.14.1.6 Imminent danger to the home of the unit member when the danger requires the attention of the unit member during their assigned hours of service. Such danger must be occasioned by flood, fire, earthquake, or be of other similar serious nature, and under the circumstances cannot reasonably be disregarded by the unit member.
- 13.14.1.7 Participation in lawful meetings, activities, or observances, where unit members conscientiously believe that their participation therein is necessary and requires their absence from duty. Such leave shall not be used to conduct business which is related to matters of employee/employer relations or unit member organization business.
- 13.14.1.8 Accidents involving their person or property, or the person or property of a member of their immediate family. Immediate family is defined under Bereavement Leave.

- 13.14.1.9 The adoption of a child making it necessary for the father/mother to be absent from their position during their assigned hours of service.
- 13.14.1.10 Transportation problems or unforeseen traffic requiring the unit member to be absent from their position any part of their assigned working hours.
- 13.14.1.11 Other circumstances that meet the criteria in 13.13.3 by mutual agreement between the unit member and their supervising manager.

13.14.2 The following limits and conditions are placed upon the use of cumulative sick leave for Personal Necessity Leave:

- 13.14.2.1 The total number of days allowed in one (1) contract year shall not exceed twelve (12) days.
- 13.14.2.2 The days allowed shall be deducted from and may not exceed the number of full days' sick leave, which the unit member has earned.
- 13.14.2.3 Unit members employed full-time, one-hundred percent (100%), shall be entitled to Personal Necessity Leave at the rate of eight (8) hours per day. Part-time unit members shall be entitled to Personal Necessity Leave on a prorated basis equivalent to a full-time one-hundred percent (100%) assignment.

A notice of intent to use this leave shall be submitted in advance whenever possible.

13.14.3 Under no circumstances shall leave be available for purposes of personal convenience, or for the extension of a holiday or a vacation period, or to seek other employment, or for matters, which can be taken care of outside the work hours, or for recreational activities.

13.15 Retrain and/or Study:

Unpaid leave of absence for retraining and/or studying may be granted to any unit member.

## **ARTICLE 14: TRANSFERS AND RELATED MATTERS**

### **14.01 Definition of Transfer:**

A transfer is defined as a voluntary or temporary change in department or immediate manager within the same related or different classification at the same salary range.

### **14.02 Posting of Vacancy Notices:**

14.02.1 When a newly created position or an existing position becomes vacant, the vacancy notices shall be distributed to all worksites within a minimum of seven (7) working days prior to public posting to allow for transfers.

14.02.2 Any unit member on leave during the period of the distribution, who would be affected by a lateral transfer opportunity, shall be notified on the distribution date, if requested by the unit member prior to going on leave. The unit member is responsible for notifying the District of the preferred method of communication.

### **14.03 Increase in Percentage of Employment:**

14.03.1 The District may increase the percentage of employment of a position within a classification, which is less than one hundred percent (100%.)

14.03.2 Unit members within the same classification in a department shall be considered for the increase in percentage of employment as determined by their immediate manager. If the skills and qualifications are equal, the selection shall be determined by seniority.

14.03.3 As with any other change in working conditions, an increase in percentage of employment of a position is subject to negotiation.

### **14.04 Voluntary Lateral Transfers:**

14.04.1 Any unit member in the bargaining unit may apply for transfer to a new vacant position by filing written notice with the Office of Human Resources.

14.04.2 When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to unit members serving in the same job classification in the District.

14.04.3 Unit members who request a transfer shall be given consideration for the transfer based upon, but not limited to, seniority, job performance, qualifications, and the needs of the District. The supervisor will make the final selection.

14.04.4 This subsection addresses circumstances for which a voluntary transfer may address an issue that has not been resolved through other means specified within this agreement. Either the President/CEO of the District or the President of CSEA 262 may propose that such a situation exists that might best be remedied under this subsection. Such a proposal shall be in writing and specify only the affected employee and a brief description of the situation. Within ten (10) working days of the receipt of this request, the parties, or their designees, shall meet to consider the option of a mutually beneficial voluntary transfer of the employee. The period of consideration shall not exceed sixty (60) days during which both parties agree to expeditious dialog. Any existing or pending disciplinary action shall be suspended during this process. Both parties commit to confidentiality of all involved. Nothing disclosed during this process shall be used in a disciplinary process and no entry into the affected employee's personnel file shall be

made. All existing Board Policies and Procedures and statutory and regulatory requirements will be followed. If both parties and the affected employee agree to a voluntary transfer, that action will be subject to approval by the Board of Trustees at the next regularly scheduled Board meeting. A voluntary transfer under this subsection does not require a vacant position and may be either a lateral transfer or a transfer into a position for which the affected employee meets minimum job qualifications as specified in the current job description. A transfer under this subsection will require an evaluation within six months after which the regular intervals of evaluation will resume.

14.05 Short-Term Transfers (Out of-Class Assignments):

The manager shall contact the Vice President of Human Resources or his/her designee before a unit member is temporarily transferred to a position of equal or higher salary range, which may include an increase in percent of employment, in order to substitute for a unit member, or to assist in a special work assignment. These changes in assignment may be made for up to six (6) months upon mutual written agreement between the CSEA 262 President and the Vice President of Human Resources or his/her designee. After six (6) months, the unit member will be returned to their regular assignment, unless otherwise extended by mutual agreement.

14.05.1 Unit members in the department shall be considered for the short-term assignment based on necessary skills and qualification, as determined by the immediate manager. The supervisor will make the final decision.

14.05.2 During a short-term transfer, the unit member will receive the rate of pay and benefits of the temporary classification. If the transfer is to a classification at a higher salary range, a minimum 5% salary increase shall be granted. If the transfer is to a classification at a lower salary range, the salary shall remain at the current range and step.

14.05.3 A unit member shall have the right to refuse an offer or request for short-term transfer.

14.06 No Adverse Effect Due to Transfer:

Transfers shall not adversely affect the unit members' range and step placement on the Classified Salary Schedule, their anniversary date nor accumulated benefits. Unit members are transferred to another class, their seniority in that class shall begin on the date of transfer.

## **ARTICLE 15: PERSONNEL FILES**

### 15.01 Personnel Files:

- 15.01.1 Except for grievance procedure files, there shall be only one (1) personnel file for each employee in the bargaining unit and it shall be maintained at the District Office of Human Resources.
- 15.01.2 The following information or documents may be placed in the official personnel file:
- a. Job description for the position held;
  - b. Offer of employment;
  - c. Employee history log;
  - d. Status changes (records of personnel actions);
  - e. Selection records (requisition, employment application, resume);
  - f. Performance evaluations;
  - g. Documentation of significant events, including but not limited to letters of commendation, and awards;
  - h. Separation records;
  - i. IRS Form W-4 (the Employee's Withholding Allowance Certificate);
  - j. Forms relating to employee benefits;
  - k. Forms providing next of kin and emergency contacts;
  - l. Records of training program attendance;
  - m. Warnings and/or other disciplinary actions;
  - n. Any contracts, written agreements, receipts, or acknowledgments between the employee and the District.
- 15.01.3 A separate file should be maintained for the following information/ documents.
- a. Pre-employment reference checks (the employee is not allowed to see this information, according to the California Labor Code)
  - b. Legal action information, including EEO complaints
  - c. Medical information (including pre-employment physical reports, injury reports, doctor's memos, workers' compensation information)
  - d. Grievance records
- 15.01.4 As an alternate to maintaining a separate file, the above documents may be filed in a separate jacket or folder within the official personnel file. In this case, the jacket or folder must be marked to indicate the information within is not part of the official personnel file, and is to be removed by authorized human resources personnel prior to the employee's examination of the file.
- 15.01.5 Employees shall be provided with copies of all negative written material before it is placed in the employee's personnel file. The employee shall be given a minimum of ten (10) working days to prepare a written response to such material. The written response shall be attached to the material. All written negative statements entered into a personnel file

shall be signed and dated by the person making the statement and shall be removed from the employee's personnel file one year after the date they have been entered unless under subpoena by an authorized court.

- 15.01.6 Any person who places written material or drafts of written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Unsigned, written material shall not be placed in the personnel file nor used in any disciplinary proceedings or evaluations.
- 15.01.7 An employee shall have the right at any time during regular business hours, when any authorized human resources staff member is present, without loss of pay, to examine copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
- 15.01.8 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log of persons who have examined a personnel file, as well as the date such examinations were made, except routine clerical transactions. The log and the employee's personnel file shall be available for examination by the employee or their CSEA representative with the employee's written authorization for each instance. The log shall be maintained in the employee's personnel file.

## **ARTICLE 16: EVALUATIONS**

### **16.01 Performance Evaluations:**

Timely and effective performance evaluations acknowledge the unit member's value to the College and provide a framework for positive discussion with unit members regarding their contributions to the College, professional development, and recognition of specific contributions to accomplishing the College's mission and goals. Timely and effective performance evaluations ensure that unit members and managers engage in regular conversations regarding the job performance and provide opportunities for encouraging improvement. Regular performance evaluation of all unit members provides the institution with the opportunity to ensure the effectiveness of its human resources in alignment with accreditation standards. Successful performance management is an ongoing and continuous process involving interactive and open communication between the evaluator and the unit member whose performance is being evaluated. The performance management process continues throughout the year with regular communication and feedback between the evaluator and unit member. Doing so encourages a higher level of performance and ensures compliance with collective bargaining agreement requirements, accreditation standards, and campus practices concerning preparation and delivery of written performance evaluations as regular intervals. (See [Appendix C: Classified Employee Evaluation Form.](#)) The performance evaluation procedures are as follows:

- 16.01.1 Evaluations shall be performed by the evaluator, who is a manager designated by the District, and shall only focus on the unit member's job performance.
- 16.01.2 Permanent Status Unit Members Are Evaluated on an Annual Basis – A permanent status unit member's evaluation shall cover the unit member's job performance for the last twelve (12) month period defined by the unit member's appointment date. Probationary unit members are evaluated after two (2) months and five (5) months. Probationary evaluations shall be completed prior to the end of the probationary period.
- 16.01.3 Evaluators should engage in ongoing communication with the unit member regarding performance issues.
- 16.01.4 Performance evaluations for those unit members working out-of-class shall not be based solely on the specific job duties of the out-of-class position.
- 16.01.5 No evaluation shall be made based upon hearsay statements.
- 16.01.6 No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.
- 16.01.7 Upon request, CSEA 262 will be provided with a list of the unit member-evaluator relationships of its members.

### **16.02 Performance Evaluation Meeting:**

Performance evaluations shall be considered confidential. The evaluator shall not belong to the classified bargaining unit.

- 16.02.1 Unit members will be given no less than two (2) working days of notice prior to any scheduled evaluation meeting with the evaluator.
- 16.02.2 Unit members will be provided with a copy of their completed evaluation a minimum of two (2) working days prior to the evaluation meeting. This provides the unit member an opportunity to review the evaluation and identify any areas of concern, which may then

be discussed with the evaluator during the performance evaluation meeting.

16.02.3 The unit member and evaluator shall sign one (1) copy of the performance evaluation form at the end of their meeting. The unit member's signature acknowledges receipt of the evaluation. Signing the performance evaluation form does not constitute the unit member's agreement with the performance evaluation. The evaluator shall provide the unit member with a copy of the evaluation.

16.02.4 Evaluators shall forward the completed performance evaluation form to Human Resources within five (5) working days of the evaluation meeting.

16.03 Professional Growth Plan:

Professional Growth Plans are recommended as an effective practice as part of the unit member's evaluation. The purpose of a Professional Growth Plan is to encourage the continuous quality improvement of both the work of the unit member and the work of the unit. There is no presumption of deficiency as the unit member already meets or exceeds expectations. Activities are intended to strengthen current performance capabilities or to enhance skills and abilities for the unit member to exceed expectations. Elements of the plan may be generated by either the unit member or the evaluator and are mutually agreed upon. The Professional Growth Plan constitutes a commitment by the evaluator to support and provide resources for planned activities of the unit member and a commitment by the unit member to participate in the planned activities and use the results to improve both individual performance and that of the unit. Professional Growth Plans are also reviewed and approved by the evaluator's superior who also assumes a commitment to support the plan.

16.04 Negative Performance Evaluations:

16.04.1 The unit member shall have the right to review and respond to any negative evaluation in accordance with Article 15.01.5 Personnel Files, except that the unit member shall be given a minimum of fifteen (15) working days to attach a written response. The unit member has the right to union representation during this process.

16.04.2 A unit member may review the judgment and recommendations of their evaluator with the next highest manager or the Vice President of Human Resources or their designee who shall provide the unit member with a response within fifteen (15) working days or as mutually agreed.

16.04.3 Performance criteria marked as "needs improvement" on the evaluation will require the development of a Needs Improvement Plan.

16.04.4 The Needs Improvement Plan will consist of specific recommendations for improvements, specific observable outcomes to meet expectations, a timeline of sixty (60) days, within the annual assignment period and excluding leave days, in which to improve, and provisions for assisting the unit member in implementing any recommendations made. This Needs Improvement Plan shall be created by the evaluator in consultation with the evaluator's superior, Human Resources, and CSEA 262, prior to issuance to the unit member.

16.04.5 At the conclusion of the sixty (60) day Needs Improvement period, the evaluation process shall be repeated on deficient criteria. If the evaluator finds that all deficiencies have been adequately remediated, no further action is needed, and the evaluation will proceed to conclusion. If performance criteria of "needs improvement" remain, the Needs Improvement Plan process will be repeated with remediation specified for existing deficiencies.



16.04.6 At the conclusion of the second sixty (60) day Needs Improvement Plan period, the evaluation process will again be repeated on deficient criteria. A finding of full remediation concludes the process. However, a finding of remaining deficiencies may constitute the basis for discipline.

16.05 Standards and Training for Performance Evaluations and Rating Elements:

Training for unit members on the performance evaluation process will be developed and presented by the District and CSEA 262 and be made available online at the District's expense.

16.06 Grieving an Evaluation:

A unit member may file an appeal through the established grievance procedures only on the grounds that the evaluation procedures specified in this Article have not been followed in the preparation of their evaluation.

16.07 Term of Employment and Supervision:

Upon election as a classified unit member, the person shall serve as a probationary unit member for a period of six (6) months of service following the date of his or her employment. The probationary period can be extended up to six (6) months by mutual written agreement between the District and CSEA, Chapter 262. The intent of the extension is to assist the unit member to obtain permanent employment.

16.08 Discipline:

Nothing in this Article shall preclude the District from applying discipline as authorized by Board Policy and Administrative Procedure nor should it abridge the rights of the unit members regarding discipline as specified in [Article 24](#).

## ARTICLE 17: CLASSIFICATION PROCEDURES

The intent of this Article is to ensure that:

1. Unit members perform duties within the scope outline in their job descriptions.
2. Duties performed beyond a unit member's job description will be assigned in a manner that follows statutory requirements (EDC Section [88000](#), et seq.).
3. Clear, consistent, equitable processes are utilized for changes in unit members' job descriptions, compensation, and assigned job classifications.
4. Regular reviews of entire classes of job descriptions are completed to ensure currency in District needs for employees, competitive qualifications, and compensation of employees, and collaborative processes to make such changes.
5. Equitable treatment is provided for all unit members, including opportunities to participate in the reclassification process.
6. Adequate timelines are established to prevent unnecessary delays that may result, intentionally or unintentionally, in improper alignment of unit member's duties and compensation with that specified in their job descriptions.

### 17.01 Definitions:

- 17.01.1 **Reclassification:** For purposes of this agreement, "reclassification" shall mean the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position. Ed. Code Section 88001(f). As used in Section 17.02 of this Article, the reclassification procedure results in the movement of one or more unit member(s) from their current classification to a higher existing classification.
- 17.01.2 **Pay Grade Change:** Each job classification within the CSEA 262 unit may have more than one pay grade in the Salary Schedule. Unit members may be placed in a higher pay grade based on education, training, or skills, which are beyond minimum qualifications for the position and are of value to the District for the performance of those duties. Where such additional pay grades are established in the Salary Schedule for a job classification, they shall apply to all incumbents in that classification who are deemed to meet the criteria. Approved pay grades appear in [Appendix A](#)
- 17.01.3 as part of the Salary Schedule. Establishment of a higher pay grade will not alter the job duties, minimum qualifications, or range assignment. Unit members may be placed in a higher Salary Schedule pay grade upon hire, transfer, or through the process described in Article 17, Section [17.03](#) and Article 8, Section [08.05](#), which also describes the process for creating such higher Salary Schedule pay grades.
- 17.01.4 **Special compensation:** Skills identified as eligible for special compensation by the California Public Employees' Retirement System in [CCR Title 2 §571\(a\)\(4\)](#) and [§571.1\(a\)\(3\)](#) in performance of duties beyond those listed in the job description may apply for Special Compensation by submitting the request form in Appendix D-2 to Human Resources for processing.
- 17.01.5 **Classification Study:** As used in the Article, a Classification Study is used to revise job descriptions and range placements of an entire job classification or to establish a new job classification following the process as described in Section [17.06](#) of this Article and in Article 8 Section [08.02](#).

- 17.01.6 The Classification Committees' procedures handbook is a set of procedures and practices followed by the Classification and Reclassification Committees in processing requests for reclassification, classification, special compensation, and pay grade. The Handbook shall not contain anything subject to negotiations. The Handbook will be written and revised by the committees and changes will be by mutual agreement between the District and CSEA 262.
- 17.01.7 The committee shall maintain ongoing notifications to applicants of the progress of their requests as outline in the Classification Committees' procedures handbook. Human Resources shall notify the applicants and the CSEA 262 Chapter President of Committees' recommendations no later than five (5) working days of the determination.
- 17.02 Reclassification:
- 17.02.1 Informational workshop(s) explaining the reclassification procedures with instruction as to how to fill out the Classification Request Form ([Appendix D-1](#)) and other relevant information will be jointly developed and presented by the District and CSEA 262 on a semi-annual basis.
- 17.02.2 Nothing in this section shall abrogate unit member rights as specified in applicable laws or negotiations, including but not limited to provisions regarding retreat rights to former positions, changes in salary range, and/or other working conditions.
- 17.02.3 Requests for reclassification and individual new and/or revised job descriptions shall be submitted by a unit member or the unit member's immediate manager. If completed by the unit member's immediate manager, the manager shall review the request with the unit member and, upon mutual agreement, obtain the unit member's signature prior to submission to Human Resources on a Classification Request Form ([Appendix D-1](#)). The unit member retains the right to representation during such meetings.
- 17.02.4 Complete request forms must be submitted to Human Resources and will be agendized for the Reclassification Committee. After submitting the request, the unit member must wait one year to submit another request.
- 17.02.4.1 Human Resources will date and time stamp the form, which will signify its official receipt.
- 17.02.4.1.1 If the unit member is making the request, Human Resources will forward a copy of the request to the unit member's immediate manager within ten (10) working days. The immediate manager shall then return the request form with his or her comments to Human Resources within ten (10) working days. Human Resources will then forward a copy of the request form to the manager's vice president within ten (10) working days. The vice president shall then return the request form with his or her comments to Human Resources within ten (10) working days.
- 17.02.4.1.2 Immediate managers who submit a Reclassification request form ([Appendix D-1](#)) on behalf of a unit member shall do so no later than five (5) working days from the date the unit member signed the request form. Human Resources shall then forward a copy of the request form to the manager's

vice president within ten (10) working days of receipt. The vice president shall then return the request form with his or her comments to Human Resources within ten (10) working days.

17.02.4.1.3 With written request and rationale by the manager or Vice President, the ten (10) working day deadline may be extended by the approval of the committee not to exceed an additional ten (10) working days. If Human Resources has not received the immediate manager and/or Vice President's response after the deadline, the request shall move forward to the next step in the process.

17.02.4.2 Subsequent to the request being received by Human Resources and prior to it going to the Reclassification Committee, Human Resources shall forward copies of the request to the Chapter President and College President who may meet to seek an informal resolution or give direction to their respective committee members and return the request form with his or her comments to Human Resources within ten (10) working days.

17.02.4.3 Human Resources shall forward the request to the Reclassification Committee for agendaing to a future meeting. A copy of the date and time stamped form will be sent to the unit member.

### 17.03 Pay Grade and Special Compensation:

17.03.1 Informational workshops explaining the pay grade and special compensation procedures with instructions as to how to fill out the Pay Grade or Special Compensation request forms ([Appendix D-2](#)) and other relevant information will be jointly developed and presented by the District and CSEA 262 on a semi-annual basis.

17.03.2 Pay Grade – Criteria for establishing a pay grade within a job classification shall include all of the following:

17.03.2.1 Eligibility must be based on objectively measured and documented criteria such as attainment of a certificate or generally accepted skill assessment. Related documentation shall accompany the Pay Grade or Special Compensation Request Form ([Appendix D-2](#)).

17.03.2.2 The skill must be related to the duties routinely and consistently performed by all those in the job classification with the exception of those eligible for Special Compensation as described in [17.03.3](#).

17.03.2.3 All members of a job classification who meet the objective criteria shall receive approved pay grade compensation with the exception of those eligible for Special Compensation as described in [17.03.3](#).

17.03.2.4 The maximum amount granted for any single Pay Grade or combination of multiple Pay Grades within a single classification shall not exceed four percent (4%).

17.03.2.5 Unit members are responsible for continuing to meet criteria established for the pay grade granted. Pay grades based upon certificates or other criteria with expiration dates shall terminate on such expiration date. At least ninety

(90) calendar days prior to such expiration, the unit member and CSEA 262 Chapter President shall be notified by the District of the pending termination of the pay grade. Unit members may submit confirmation of re-certification on the Pay Grade or Special Compensation Request Form (Appendix D-2). If re-certification is submitted before its expiration, pay grade will continue uninterrupted. If re-certification is submitted after its date of expiration, pay grade effective date will be established pursuant to [17.09.1](#).

- 17.03.3 Special Compensation – Unit members who routinely and consistently utilize skills identified as eligible for special compensation by the California Public Employees' Retirement System in [CCR Title 2 §571\(a\)\(4\)](#) in performance of the duties may apply for special compensation by submitting the request form (Appendix D-2) to Human Resources for processing.
- 17.03.4 Placement of transferred, or promoted unit members into a job classification with pay grades will be reviewed by the Classification Committee for recommendation, and if adopted by the District, will be retroactive to the first day in the transferred or promoted classification. Special compensation shall continue during the period of time the District continues to need that skill.
  - 17.03.4.1 Unit members in a classification with newly established pay grade criteria will be notified and provided a copy of the job description by Human Resources.
  - 17.03.4.2 Placement of newly hired unit members entering into a classification with already existing pay grade may submit Pay Grade or Special Compensation Request Form (Appendix D-2) to be reviewed by the Classification Committee and if approved will be retroactive to the first day of hire.
  - 17.03.4.3 Unit members transferred and remaining in the same classification where the pay grade criteria is established, shall continue to receive the pay grade without interruption or review.
  - 17.03.4.4 Unit members promoting into a different classification with established pay grade criteria may submit a request pursuant to [17.03.5](#).
  - 17.03.4.5 Unit members in a classification with existing pay grade criteria transferring or promoting into a different classification without equivalent pay grade criteria may submit a request according pursuant to [17.03.5](#).
- 17.03.5 A request for a Pay Grade or Special Compensation shall be submitted by a unit member or the unit member's immediate manager. If completed by the unit member's immediate manager, the manager shall review the request with the unit member and, upon mutual agreement, obtain the unit member's signature prior to submission to Human Resources.
  - 17.03.5.1 Requests shall be submitted on a Pay Grade or Special Compensation Request Form ([Appendix B-2](#)).
  - 17.03.5.2 Requests must be submitted to Human Resources for agendaing to the appropriate committee. Pay grade requests will be considered by the Classification Committee and Special Compensation requests will be considered by the Reclassification Committee.

- 17.03.5.3 Human Resources will date and time stamp the form, which will signify its official receipt.
  - 17.03.5.3.1 If the unit member is making the request, Human Resources will forward a copy of the request to the unit member's immediate manager within ten (10) working days. The immediate manager shall then return the request form with his or her comments to Human Resources within ten (10) working days. Human Resources will then forward a copy of the request form to the manager's vice president within ten (10) working days. The vice president shall then return the Request Form with his or her comments to Human Resources within ten (10) working days.
  - 17.03.5.3.2 Immediate managers who submit a Pay Grade or Special Compensation Request Form ([Appendix B-2](#)) on behalf of a unit member shall do so no later than five (5) working days from the date the unit member signed the Request Form. Human Resources shall then forward a copy of the request form to the manager's vice president within ten (10) working days of receipt. The vice president shall then return the Request Form with his or her comments to Human Resources within ten (10) working days.
  - 17.03.5.3.3 With written request by the manager or Vice President, the ten (10) working day deadline may be extended by the approval of the committee not to exceed an additional ten (10) working days. If Human Resources has not received the immediate manager and/or Vice President's response after the deadline, the request shall move forward to the committee.
- 17.03.5.4 Human Resources shall forward the request to the Reclassification Committee for agendaing to a future meeting. A copy of the date and time stamped form will be sent to the unit member.
- 17.03.5.5 Approved Pay Grade or Special Compensation shall be subject to applicable laws and/or negotiations, including but not limited to provisions regarding retreat rights to former positions, changes in salary range, and/or other working conditions.
- 17.03.5.6 The dollar amount of special compensation is listed in appendix B-2, and is subject to negotiation. The dollar amount of an additional pay grade is referenced in Article 8: Salaries, Section 08.05.

17.04 Committee Process:

- 17.04.1 The committee will be composed of three (3) representatives appointed by the Vice President of Human Resources and three (3) CSEA 262 members appointed by the Chapter President. A Human Resources staff member will serve on the committee as a non-voting member.

- 17.04.2 Both CSEA 262 and the District will appoint a minimum of three (3) alternates to serve as needed. Representatives from each group will serve terms starting in different years to produce staggered terms. Terms on the Reclassification Committee will be three (3) years and members may be reappointed for one (1) additional term. Either the District or CSEA 262 Chapter President may remove and replace any of their representative(s) at any time prior to completion of the three (3) year term. The Reclassification Committee will be responsible for reclassification requests, special compensation, and initial review of classification requests.
- 17.04.3 The CSEA Chapter President and Vice President of Human Resources or designees will notify each other of their committee members and alternates no later than the last working day of June.
- 17.04.4 All District and CSEA, Chapter 262 committee members and alternates, must be trained in the classification, reclassification, pay grade, and special compensation review procedures before the end of the last workday in July. The District and CSEA 262 shall mutually agree upon annual and as-needed training, the training organization, and methodology. The training shall be open to any unit member, but shall not guarantee appointment to a committee. The cost of training will be funded by the District.
- 17.04.5 A committee quorum shall consist of two members each from the District and CSEA 262 for the committee to make a recommendation. An alternate may replace a committee member to achieve equal representation.
- 17.05 Reclassification Request Review Process:
- 17.05.1 The Reclassification Committee may interview the unit member and the immediate manager. The Committee may request to interview subject matter experts [three (3) maximum] and/or appropriate manager as designated by the District prior to making a recommendation. The committee may request additional supporting documentation or work products as needed.
- 17.05.1.1 Unit members will have ten (10) working days to submit requested supporting documentation to the committee for review. With written request and rationale by the unit member, the ten (10) working day deadline may be extended by the approval of the committee not to exceed an additional ten (10) working days. If Human Resources has not received the requested supporting documentation by the deadline, the request shall move forward to the next step of the process with the information already provided.
- 17.05.2 The Reclassification Committee shall render a recommendation no later than one hundred eighty (180) calendar days after the Reclassification Committee first meets to review the reclassification request.
- 17.05.3 The Reclassification Committee shall forward its recommendation and rationale to Human Resources. The Committee may recommend:
1. Approval of the Reclassification Request, or
  2. Approval of special compensation, or
  3. Forwarding the request to the classification committee, or

4. Denial of the request, or
5. Out-of-class assignment.

17.05.3.1 If the Reclassification Committee recommends reclassification, Human Resources will submit the recommendation to the District. Should the reclassification be adopted, Human Resources will submit for inclusion on the agenda of the next available Board of Trustees meeting.

17.05.3.2 If the Reclassification Committee recommends the unit member should receive special compensation, the request shall be forwarded to Human Resources.

17.05.3.3 The Reclassification Committee may recommend the entire classification be forwarded to the Classification Committee for review. Additionally, the Reclassification Committee may recommend that a new classification be established.

17.05.3.4 If the request is not adopted by the District, Human Resources will notify the unit member of the denial and rationale, and copy the Chapter President.

17.05.3.5 If a job description in a new classification is recommended, the request will be forwarded to the Classification Study Committee. If the Reclassification Committee recommends an out-of-class assignment, the recommendation shall be sent to the Vice President of Human Resources and the CSEA, Chapter 262 President, and processed pursuant to Article 14.05.

17.05.3.6 If the District fails to adopt the recommendation of the committee, it shall be referred to the District and CSEA 262 Chapter President to negotiate impacts.

17.05.4 When a recommendation has been submitted, Human Resources shall notify the applicants and the CSEA 262 president of the Committee's recommendation no later than five (5) working days of the determination and will include the rationale for the Committee's recommendation. See Section 17.08 to request reconsideration of the committee's recommendation.

#### 17.06 Classification Study:

Classification(s) may be brought before the Classification Committee in one of the following three ways:

1. Regular cycle of review, or
2. Referral from the Reclassification Committee as a result of the analysis of the request, or
3. Request from a unit member and/or a manager.

17.06.1 Informational workshops explaining the Classification Study procedures with instructions as to how to fill out the Classification Request Form ([Appendix D-1](#)) and other relevant information will be jointly developed and presented by the District and CSEA 262 on a semi-annual basis.

17.06.2 Nothing in this section shall abrogate unit member rights as specified in applicable laws or negotiations, including but not limited to provisions regarding retreat rights to former positions, changes in salary range, and/or other working conditions.



- 17.06.3 Requests for a Classification Study shall be submitted by a unit member or the unit member's immediate manager. If requested by the unit member's immediate manager, the manager shall review the request with the unit member and, upon mutual agreement, obtain the unit member's signature prior to submission to Human Resources.
- 17.06.4 Requests shall be submitted on a Classification Request Form ([Appendix D-1](#)).
  - 17.06.4.1 Requests must be submitted to Human Resources by the end of the first working week of each month. After submitting a request, the unit member must wait one (1) year to submit another request.
  - 17.06.4.2 Human Resources will date and time stamp the form, which will signify the official receipt, and will forward a copy to the unit member's immediate manager. The immediate manager shall then return the request form with his or her comments to Human Resources within ten (10) working days. Immediate managers who submit a classification request form shall do so no later than five (5) working days from the date the unit member signed the request form.
  - 17.06.4.3 With written request and rationale by the manager or Vice President, the ten (10) working day deadline may be extended by the approval of the committee not to exceed an additional ten (10) working days. If Human Resources has not received the immediate manager and/or Vice President's response after the deadline, the request shall move forward to the committee.
  - 17.06.4.4 Unit members and managers will be notified at each step of the review and approval process.

17.07 Classification Study Process:

- 17.07.1 In years ending in an odd number, the District and CSEA shall meet in September to determine the classifications to be studied for that contract year. Recommendations from the Reclassification Committee under [17.05.3.3](#) and individual requests for review under [17.06.4](#) will be considered for review at this time. Every two years approximately one-third of the classifications shall be studied. It is the intent of both parties that all classifications be reviewed once every six (6) years.
- 17.07.2 The Committee will be composed of three (3) representatives appointed by the Vice President of Human Resources and three (3) CSEA 262 members appointed by the CSEA, Chapter 262 President. A Human Resources staff member will serve on the Committee as a non-voting member. Two (2) of the Committee members for both the District and CSEA 262 will be ongoing. The final person from each group will be drawn from the same or a similar classification being reviewed. Both CSEA 262 and the District will appoint a minimum of three (3) alternates to serve as needed for Representatives from each group will serve terms starting in different years to produce staggered terms. Terms on the Classification Committee will be three years and members may be reappointed for one additional term. Each member will serve a minimum of three (3) years with staggering terms. The Classification Committee will be responsible for classification studies and Pay Grade.

- 17.07.2.1 Either the District or CSEA 262 Chapter President may remove and replace any of their representative(s) at any time prior to completion of the three (3) year term. The removal and replacement processes are outlined and followed according to the Classification Committees' Procedures Handbook.
- 17.07.3 By mutual agreement of the committee members, a monthly meeting schedule for the committee shall be established at the beginning of each academic year. In September of odd numbered years, Human Resources will forward accrued requests from individual unit members and managers to the Classification Study process specified in [17.07](#).
- 17.07.4 All committee members, including alternates, must be trained. The District and CSEA 262 shall mutually agree upon annual and as-needed training, the training organization, and methodology. The training shall be open to any unit member, but shall not guarantee appointment to a committee. The cost of training will be funded by the District.
- 17.07.5 All committee members must be in attendance for the committee to make a recommendation. An alternate may replace a committee member to achieve equal representation. A committee quorum shall consist of two members each from the District and CSEA 262 for the committee to make a recommendation. An alternate may replace a committee member to achieve equal representation.
- 17.07.6 The Classification Committee shall evaluate incumbents within each classification under review prior to recommending changes/updates.
- 17.07.7 The Classification Committee may interview the unit member and the immediate manager. The committee may request to interview subject matter experts and/or appropriate manager as designated by the District prior to making a recommendation. The committee may request additional supporting documentation or work products as needed.
- 17.07.7.1 Unit members will have ten (10) working days to submit requested supporting documentation to the committee for review. With written request and rationale by the unit member, the ten (10) working day deadline may be extended by the approval of the committee not to exceed an additional ten (10) working days. If Human Resources has not received the requested supporting documentation by the deadline, the request shall move forward to the next step of the process with the information already provided.
- 17.07.8 The Classification Committee shall forward its recommendation and rationale to Human Resources. The Committee may recommend:
1. Existing job descriptions should be revised, or
  2. A new job classification should be established, or
  3. Creation of a new pay grade and placement of the unit member in the new or existing pay grade, or
  4. Denial of the request to change the existing job description, or
  5. Denial of the request to create a new job classification, or
  6. Referral to Reclassification Committee for review.

- 17.07.8.1 If the Classification Committee recommends that the existing job description should be revised, they will make revisions and forward to HR, which will trigger [17.07.9](#).
  - 17.07.8.2 If the Classification Committee recommends that a new classification should be established, the request shall be forwarded to Human Resources.
  - 17.07.8.3 If the Classification Committee recommends the classification should have an additional paygrade, the request shall be forwarded to Human Resources to meet with CSEA 262 to add approved pay grade criteria to the job description and add the Pay Grade to the salary schedule.
  - 17.07.8.4 If the Classification Committee recommends no change to the existing job description, the District shall notify the incumbent unit member(s) and copy the CSEA 262 Chapter President.
  - 17.07.8.5 The Classification Committee recommends no change to create a new job classification. If the Classification Committee determines a unit member is performing work outside the scope of the job classification, the committee shall document its rationale and forward the request and rationale to Human Resources. Within ten (10) workdays, Human Resources shall forward copies of the request to the CSEA 262 Chapter President and College President who may meet to seek an informal resolution or give direction to their respective committee members and return the request form with his or her comments to Human Resources within ten (10) working days.
  - 17.07.8.6 Recommendations not adopted by the District shall be referred to the CSEA, Chapter 262 President to negotiate impacts.
  - 17.07.8.7 The Classification Committee may refer a unit member or classification to the Reclassification Committee for review if it is determined that the work being performed exists in another classification.
- 17.07.9 All changes made to a classification during the review process are effective upon ratification through the CSEA 610 Policy and the Mt. SAC Board of Trustees. Unless mutually agreed upon, all currently employed unit members in that classification will be exempt from any additional requirements, including but not limited to educational requirements and duties resulting from the Classification Study. If there is a change in recommendation, then Article 8, Section [08.02](#) will apply here.
- 17.07.10 When there is a change in job description, the committee may perform an analysis to recommend a range change. The recommended range changes will be forwarded to Human Resources to be negotiated.
- 17.08 Reconsideration Process:
- 17.08.1 If the unit member disagrees with the committee's recommendation, the unit member may submit a reconsideration request to Human Resources for the committee's consideration. This request must be submitted within ten (10) working days of the notification provided under Section [17.05.4](#) of this Article. Requests for reconsideration must address one, or both of the following:
    - a. The rationale provided by the committee based on evidence submitted, or
    - b. New evidence.
  - 17.08.2 Requests shall be submitted on a Reconsideration Request Form ([Appendix D-3](#)).

17.08.3 After submitting a request, the unit member must wait one (1) year from the date of receipt by Human Resources of the Classification Request Form to submit another request. The reconsideration process does not reset the date for submitting a new request Classification Request Form ([Appendix D-1](#)).

17.08.4 With written request and rationale by the unit member, the ten (10) working day deadline may be extended by the approval of the committee not to exceed an additional ten (10) working days. If Human Resources has not received the reconsideration request after the deadline, the request shall not move forward to the committee and the unit member must wait one (1) year from the date of receipt by Human Resources of the Classification Request Form to submit another request.

17.09 Changes in Compensation:

17.09.1 If a recommended salary increase due to reclassification, pay grade, or special compensation is adopted by the District, the salary increase shall be retroactive to the first day of the month of the official receipt date Human Resources received the Classification Request Form or Pay Grade or Special Compensation Form ([Appendix D-1/D-2](#)) if the official receipt date falls between the first and fifteenth day of the month. If the official receipt date is between the sixteenth and last day of the month, the salary increase will be retroactive to the first day of the month following the official receipt date.

17.09.2 If the Compensation Analysis determines the salary schedule is less than a unit member's current salary, the unit member shall be Y-rated and no salary increases shall be received until the salary schedule "aligns" with the unit member's newly assigned salary schedule.

17.09.3 In the case of a reclassification to a higher class, if the increase in pay is five percent (5%) or more, the unit member's anniversary date shall be one (1) year following the month that the District approved the salary increase. If the increase is less than five percent (5%), the unit member's anniversary date shall remain the same as it was before the reclassification (see Article 8, Section [08.04](#)).

17.10 Process Grievable:

The process as outlined in this Article is subject to grievance (see [Article 18](#)), not the outcome.

17.11 Form Retention:

Completed forms associated with this Article shall be retained by the District in the unit member's personnel file for not less than 7 years.

## **ARTICLE 18: GRIEVANCE PROCEDURE**

### 18.01 Purpose:

The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members.

### 18.02 Definitions:

18.02.1 A grievance is a claim by a grievant that there has been a violation, misinterpretation, or misapplication of a provision of this agreement.

18.02.2 A grievant is a unit member or an authorized CSEA 262 representative.

### 18.03 General Provisions:

18.03.1 Actions to challenge or change the policies of the District as set forth in the Board Rules and Regulations or Administrative Regulations and Procedures must be undertaken under separate legal processes and not in conflict with the provisions of this Agreement. Other matters for which a specific method of review is provided by law, by the Board Rules and Regulations, or by the Administrative Regulations and Procedures of the District are not within the scope of this procedure.

18.03.2 Until final disposition of the grievance, the grievant is required to conform to the direction of his or her immediate manager.

18.03.3 Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Each party agrees to complete action within the time limits contained in the grievance procedure; however, with the written consent of the parties to the grievance, the time limitation for any level may be extended. Any grievance not advanced to the next level within the time limits established for that level shall bar the grievant from any further right to pursue that grievance and the grievance shall be deemed resolved with the decision rendered at the previous level (including "Level One"). Failure on the part of an administrator to answer within the time limits set forth for any level will entitle the unit member to proceed to the next level (including "Level One").

18.03.4 Time limits provided in each level shall begin at the expiration of the previous time limit or the day following receipt of written decision by the parties in interest.

18.03.5 Grievance meetings shall be scheduled at a time mutually acceptable to the District and the grievant at times that shall not adversely affect the normal duties of any personnel and services of the District, except that the grievant shall be allowed release time to attend grievance procedures.

18.03.6 In order to encourage a professional and harmonious disposition of unit members' grievances, it is agreed that from the time a grievance is filed until it is processed through Level Four, or decided to the mutual satisfaction of the grievant and the District, neither party shall inform the general public of either the details of the grievance or evidence regarding the grievance.

18.03.7 All meetings and hearings under this procedure shall be closed to all persons other than the parties in interest, their representatives, and witnesses as necessary.

- 18.03.8 All procedural documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file maintained by the District, and will not be kept in the personnel file of any of the participants. The grievance file shall be available for inspection only by the grievant, or with the grievant's written authorization, his/her CSEA 262 representative and those management, supervisory, and confidential employees directly involved in the grievance procedure.
- 18.03.9 The grievant shall fill out the grievance form (see [Appendix E](#)) being as specific as possible. Changes made to Appendix E must be mutually agreed to by both CSEA 262 and the District.
- 18.03.10 The grievant shall have the right to union representation at all levels of the grievance procedure. Nothing contained herein will be construed as limiting the right of a grievant from having a grievance adjusted without intervention of CSEA 262, provided that such adjustment is not inconsistent with the terms of this Agreement and that CSEA 262 has been given a copy of the grievance and given an opportunity to respond prior to its implementation.
- 18.03.11 No reprisals of any kind will be taken by the Board, the President of the College, CSEA 262, or by any member or representative of the Administration of the College, against any aggrieved person, any member of CSEA 262, or any other participant in the grievance procedure by reason of such participation.
- 18.03.12 The District and CSEA 262 shall pay their own expenses incurred in the grievance procedure. Parties shall equally share the expenses of the committee chairperson if such becomes necessary. Each party shall be responsible for compensating its own representatives and witnesses. If a party desires that a record of the testimony be made from the tape recording of the hearing of the Grievance Committee, it may cause such a record to be made at its own expense provided, however, if the other party or parties request copies of such record, the cost shall be divided equally.
- 18.03.13 The grievant must be present at each level of the grievance procedure. Either party may be represented by a party of their choice beginning at Level One of the grievance procedure.
- 18.03.14 If a grievance arises from action or inaction by the Board of Trustees, the aggrieved person shall submit such grievance in writing directly to the President of the College, the President of the Board, and may optionally notify CSEA 262. The processing of such grievance shall be commenced at Level Three.
- 18.03.15 Adjustment of any grievance described herein shall not be inconsistent with the specific provision(s) of this Agreement.
- 18.03.16 Nothing contained in the grievance procedure shall be construed to deny the District, the Board, the President, CSEA 262, or any unit member the rights guaranteed to them under state or federal law.
- 18.03.17 Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed. Notwithstanding the expiration of this Agreement, any grievance claim initiated within the term of this Agreement may be processed through the grievance procedure until resolution.

- 18.03.18 A grievance may be withdrawn by the grievant at any time and at any step of this procedure provided, however, that same grievance shall not be filed a second time by the same party for the same incident.
- 18.03.19 For the purpose of this grievance procedure, working days are defined as those days of normal business of the District's central office.
- 18.03.20 In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of signing of this Agreement.
- 18.03.21 The Vice President, Human Resources, or designee shall administer the provisions of this Article.

18.04 Procedures:

18.04.1 Level One:

- 18.04.1.1 The grievant must complete the grievance form and submit it to the immediate manager. The grievance form shall include the specific provisions of this agreement violated, the date such violations occurred, the circumstances involved, and the specific remedy sought.
- 18.04.1.2 Within ten (10) work days of the receipt of the grievance form, the manager shall meet with the grievant to resolve the matter.
- 18.04.1.3 Within ten (10) work days of the meeting, the immediate manager shall give his or her written response to the grievant with a copy to Human Resources and to CSEA 262.
- 18.04.1.4 Prior to implementation, CSEA 262 shall be given an opportunity to respond within ten (10) work days of receipt.

18.04.2 Level Two:

- 18.04.2.1 If the grievant is not satisfied with the disposition on the grievance at Level One, the grievant shall have ten (10) work days after receiving the written response from Level One to submit a Level Two, written grievance to the Office of Human Resources.
- 18.04.2.2 The Office of Human Resources shall promptly forward the formal grievance to the next highest manager with authority to act and provide the name of the same to the grievant and CSEA 262.
- 18.04.2.3 Within ten (10) work days after receiving the Level Two grievance, said manager shall meet with the parties and provide a written response to the grievant, CSEA 262, and to the appropriate Vice President.

18.04.3 Level Three:

- 18.04.3.1 If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant shall have ten (10) work days after receiving the written response from Level Two to submit the Level Three grievance to the Vice President of the manager who presided at Level Two or their designee.

- 18.04.3.2 Allegations not presented at Level Two may not be introduced at any other level, and no evidence or testimony given shall be the cause for initiating further grievance.
- 18.04.3.3 Within ten (10) work days after receiving the formal grievance at this level, said Vice President or their designee shall meet with all parties and provide a written response to the grievant and CSEA 262.

18.05 Arbitration:

- 18.05.1 If the grievant is not satisfied with the results of Level Three, the grievant shall, within ten (10) work days after the written response received in Level Three, file a written request to the Vice President of Human Resources to proceed to arbitration.
- 18.05.2 Selection of an Arbitrator – As soon as possible and in any event not later than ten (10) working days after the District received the written notice of the grievant's desire to arbitrate, the District and CSEA shall attempt to agree upon an arbitrator. An arbitrator shall be selected from a list furnished by the California State Mediation and Conciliation Services by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot and the names shall be ranked in order of preference. If the arbitrator selected is unavailable for hearing within sixty (60) calendar days, the District and CSEA shall select an arbitrator next in order from the preference list. The arbitrator shall cause the hearing to be recorded.
- 18.05.3 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation or misapplication of the provisions of this Agreement in the respect alleged in the grievance. The 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 briefs.
- 18.05.4 The function and purpose of the arbitrator is to determine disputed interpretation of the terms of the Agreement, or to determine disputed facts upon which the application of the Agreement depends. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used to effect a modification of the written terms or the Agreement.
- 18.05.5 The arbitrator's decision shall, unless extended by mutual written agreement of the parties, be rendered within forty-five (45) calendar days after the date of final submission. All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.

18.06 Arbitrator's Decision, Board Review:

- 18.06.1 The decision of the arbitrator within the limits herein prescribed shall be in the form of a recommendation to the Board of Trustees.
- 18.06.2 If grievant files a request to the Board to undertake review of the arbitrator's decision within ten (10) working days of its issuance, the Board shall then undertake review of the entire hearings record and briefs. The Board may also, if deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. In such case, the Board shall render a decision on the matter within forty-five (45) calendar days after receiving the arbitrator's decision. If the Board does not render a



decision within the time specified, it shall be deemed to have adopted the decision reached through arbitration.

**ARTICLE 19: LAYOFF**

19.01 Layoff:

CSEA 262 and the District agree to meet and negotiate the impacts and effects of proposed layoffs upon the classified unit members.

No probationary or permanent classified unit member shall be considered for layoff until all non-permanent, non-academic employees have been terminated except for those short-term employees who are performing a service that shall not exceed sixty (60) working days and that shall not be continued at the end of such service.

General Provisions:

Classified unit members shall be subject to layoff for lack of work and/or lack of funds. Whenever a classified unit member is laid off, the order of layoff within the class shall be determined by length of service. Unit members who have been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

CSEA Chapter 262 and the District agree to meet and negotiate the impacts and effects of layoffs on a case by case basis. Subsequent to Board action to eliminate a position that would potentially trigger a layoff, within one week of receipt of notification, the District and CSEA 262 shall immediately enter into negotiations. If after thirty (30) days of receipt of notification no agreement is reached, sixty (60) day notice shall be issued and negotiations shall continue regarding impacts and effects of the layoff. Standards for such layoffs will follow 19.02.4, unless modified by mutual agreement, during the negotiation period. Subsequent to the conclusion of these negotiations, the District will notify those affected of their layoff as specified in 19.02.1.

It is the intent of the District and CSEA 262 in implementing this Article to meet the operational needs of the District related to lack of work and/or lack of funds and to meet the needs of the unit members potentially subject to layoff. Further it is the intent of the District and CSEA 262 during negotiations of the impacts and effects of layoff to explore all options to meet both of these needs.

19.02 Notification of Layoff:

19.02.1 If unit members hired under specially funded programs are to be laid off at the end of the school year, such unit members shall be given written notice of dates of layoff, informed of displacement rights, if any, and re-employment rights. A layoff notice shall be given not less than sixty (60) days prior to the effective date.

19.02.2 When as a result of elimination, service being performed by any department, classified unit members who shall be subject to layoff shall be given written notice of layoff not less than sixty (60) days prior, before the effective date of their layoff.

19.02.3 Nothing in these rules shall preclude a layoff for lack of funds or lack of work in the event that the Board of Trustees determines that layoff is necessary.

19.02.4 Written notice of layoff shall be sent by certified mail or delivered in person to the affected unit members. A copy of the notice and seniority list shall be provided to the CSEA, Chapter 262 President no less than thirty (30) days prior to publishing of the board agenda.

19.02.5 A classified unit member may not be laid off if a short-term employee is retained to render a service that the classified unit member is qualified to render. No permanent or probationary unit member shall be laid off from any position while student workers,

provisional, hourly or limited term employees are retained that supplants a unit member's work.

19.02.6 Notice of Layoff shall include the following:

An up to date list of all classifications in which the unit member has seniority;  
Effective date of the layoff;  
Unit member's bumping and reemployment rights;  
Name and classification of the unit member designated for layoff with a reference to unemployment benefits; and  
The unit member's fringe benefits rights, as referenced in Article 8, and other legal benefits specified by law, such as COBRA;  
Any other terms and conditions negotiated under 19.02.

19.02.7 Failure to serve proper notice shall require the issuance of a new sixty (60) day notice.

19.02.8 Unit members who have bumping rights must provide written notification of their intention to exercise their rights to the District within ten (10) days after notification of their options or they will forfeit their bumping rights and be placed on the preferential reemployment list.

19.02.9 Notification of Reemployment – Any unit member who is laid off or retired in lieu of layoff, and is subsequently eligible for re-employment, shall be notified through certified mail, by the District, as to the date of the opening at their last known address to the District. The unit member must respond in writing within ten (10) working days of issuance of the letter to be deemed to have declined the offer.

19.03 Computation of Seniority:

19.03.1 Seniority is determined by hire date into a regular classified position. No seniority shall be earned during periods of separation from the service of the District except during Military Leave, and unpaid industrial injury/illness leave.

19.03.2 Paid service performed prior to entering into a probationary status in the classified service shall not be credited toward seniority.

19.03.3 All service in the classification, plus higher classifications, shall count toward seniority in the previous classification. Seniority in the higher classification shall begin on the start date of the higher classification.

19.03.4 A permanent unit member laid off and subsequently reinstated within thirty-nine (39) months shall retain the seniority earned prior to the layoff.

19.03.5 In the event two (2) or more unit members in the same classification have the same hire date, seniority shall be determined by a drawing of numbers conducted by the Vice President of Human Resources and CSEA 262 Chapter President.

19.04 Bumping Rights and Procedures:

The term "bumping" as used in this section is used to describe when one unit member displaces another unit member from a position based upon seniority.

Unit members notified of layoff from their present position may bump into the same or previously held classification in which they hold seniority greater than an incumbent. Unit members subject to layoff may bump into a position with a higher classification only if they have established

permanency in that position and have greater seniority than the person being bumped. The right to bump must be exercised within ten (10) days of notice of layoff.

Unless otherwise negotiated by the District and CSEA 262, the following shall apply:

- 19.04.1 The right to bump any incumbent in the same class shall not be allowed if there is a vacant position in the unit member's current class to which they shall be assigned.
- 19.04.2 If no vacancy exists in the same class, then the affected unit member will be offered the least senior occupied position in the same class by seniority, regardless of the number of work days or months per year of either position. Unit members displaced because of bumping process shall, in succession, be granted, by seniority the same bumping rights.
- 19.04.3 Bumping into a lower class shall be considered a voluntary demotion and salary placement shall be at the step which most nearly corresponds to, but does not exceed, the unit member's current salary placement.
- 19.04.4 In all cases, unit members exercising their bumping rights must possess the skills and be able to perform the duties required of the class into which they bump. Unit members who do not meet the qualifications for the classification may bump into a classification in which they have previously served and has sufficient seniority to bump, or the unit member may apply for vacant positions.

19.05 Retirement in Lieu of Layoff:

Any unit member subject to layoff and who elected service retirement from the California Public Employees' Retirement System (CalPERS) be placed on the thirty-nine (39) month reemployment list. The District shall notify the CalPERS Board of Administration of the fact that retirement was due to layoff for lack of work or of funds. If the unit member is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the CalPERS Board of Administration has properly processed their request for reinstatement from retirement.

19.06 Reemployment Procedures:

Any regular unit member who must be laid off after exercising all rights guaranteed under this article shall have their name placed on a preferential reemployment list by class and in order of seniority. Such unit member shall be reemployed in preference to new applicants for positions in which they meet minimum qualifications for a period of thirty-nine (39) months from their layoff date. As vacancies occur, reemployment shall be offered to the unit member with the greatest seniority.

- 19.06.1 If a unit member is laid off and reemployed within thirty-nine (39) months of the layoff, then all unused sick leave accumulated prior to the effective date of the layoff shall be credited back to the unit member's records.
- 19.06.2 If the unit member is reemployed within thirty-nine (39) months of the date of the layoff, the unit member shall retain vacation longevity that they held prior to the layoff.
- 19.06.3 If the unit member is laid off and is subsequently employed in an equal or lower classification within thirty-nine (39) months of the date of layoff, the unit member will be placed on the step from which they left and shall not serve an additional probationary period.

- 19.06.4 When a vacancy occurs in a class for which a reemployment list has been established, the most senior unit member in the classification on the reemployment list shall be notified by certified mail of the vacancy. An attempt shall be made prior to sending the mail notice to contact the unit member by telephone.

A unit member on the reemployment list shall have five (5) calendar days following service of the certified notice of reemployment to either accept or reject the offer. If the unit member rejects the offer or fails to respond, the unit member shall remain on the list, and thereby be entitled to two (2) additional offers of reemployment. If the unit member accepts the initial offer, they are to report to work within five (5) calendar days of service of the notice. If the unit member fails to comply with these prescribed limits, such failure shall constitute rejection of the District's offer.

A unit member may decline three (3) offers of reemployment in their former class. After the third refusal, no additional offers need be made and the unit member shall be considered unavailable for the duration of the preferential reemployment list.

- 19.06.5 Unit members are responsible for immediately notifying the District, in writing, of any change of official mailing address. Any failure to do so which, in turn, causes a failure of notice to the unit member shall be the responsibility of the unit member, and shall not entitle the unit member to additional consideration.

## **ARTICLE 20: PERSONAL/PROFESSIONAL GROWTH**

### **20.01 Higher Education Benefits:**

A unit member may earn each of the following benefits once each contract year:

- 20.01.1 \$300 for completing three (3) semester, or four (4) quarter units and \$50 for each additional unit of lower division credit at any school accredited by one of the six regional accrediting associations of schools and colleges; or
- 20.01.2 \$500 for obtaining any job-related licenses and/or certificates at any school accredited by one of the six regional accrediting associations of schools and colleges or an industry-recognized credential; or
- 20.01.3 \$750 for completing three (3) semester, or four (4) quarter units and \$100 for each additional unit of upper division or graduate units at any school accredited by the six regional accrediting associations of schools and colleges.
- 20.01.4 Degrees Earned or Conferred – An additional one-time benefit will be granted for degrees earned or conferred. The one-time benefit will be \$1,000 for an Associate Degree; \$1,500 for a Bachelor’s Degree and \$2,000 for a Master’s Degree or higher.
- 20.01.5 Higher Education Benefits Guideline – The unit member must complete the units during the fiscal year in which the benefit will be earned and submit a transcript or grade report as proof of satisfactory completion. The District may require an official transcript, if it deems necessary. The units must be earned on the member’s own time, and related costs, i.e., books, registration, assorted fees, will not be paid by the District. Applicable units must earn a grade of “C” or better. See [Appendix F](#): Application for Personal/Professional Growth Benefit form.

### **20.02 Professional Growth Benefit:**

Professional growth activities, such as formal workshops, seminars, or other training directly related to the unit member’s job, may be counted toward earning the lower division benefit referenced in [20.01.1](#). These activities must be attended during the unit member’s non-working time, except while utilizing authorized paid leave time as provided for in [Section 20.03](#). Sixteen (16) hours of documented staff development will equate to one lower division semester unit. Activity hours may be combined with college units to earn the benefit, but are not required to be earned within the twelve (12) month period as mentioned in [20.01](#). See [Appendix G](#), Application for Release Time During Work Hours to Attend Professional Growth Activity form.

- 20.02.1 The Classified Professional Development Committee (CPDC) will be responsible for certifying appropriately job-related ongoing on-campus professional development activities and hours that equate to the lower division semester units mentioned in [20.01](#). Such certification will establish these appropriate activities as generally job-related for all unit members and thus eligible for the Professional Growth Benefit.
- 20.02.2 Unit members who are granted flexible scheduling time as outlined in [20.03](#) to attend training that is on campus and job-related are eligible to earn the Professional Growth Benefit.
- 20.02.3 Unit members who have a manager-approved Performance Improvement Plan are eligible to earn the Professional Growth Benefit while receiving training prescribed under the Plan.

20.03 Professional Growth Leave:

20.03.1 The District may grant, with management approval, release time or a flexible schedule, as referenced in Article [10.01.4.3](#), to unit members who request to attend:

20.03.1.1 Classes or training related to the unit member's current job classification.

Unit members are required to obtain approval from their immediate manager by submitting an Application for Release Time During Work Hours to Attend Professional Growth Activity form ([Appendix G](#)) to their manager a minimum of fourteen (14) days prior to the start of the workshop.

The immediate manager shall reply to this request in a timely manner sufficient to allow the member to attend the workshop.

If the request is denied, the immediate manager shall provide a written reason on the Professional Growth Workshop Form. Such reasons must be related to the operation of the unit in which the unit member serves or is not related to the unit member's job classification.

20.03.1.2 Workshop(s) that relate to a unit member's job classification.

20.03.1.3 Activities sponsored by Professional and Organizational Development that enhance skills and abilities of unit members.

20.03.2 The District may require professional development or training in the following areas for which release time will be made available. It is the District's responsibility to schedule such activities.

20.03.2.1 Professional development, training, and/or certification that directly pertains to a unit member's responsibility as a disaster service worker.

20.03.2.2 Professional development, training, and/or certification that is mandated by an agency for a specific Mt. SAC job classification. For example, teachers in the Child Development Center are required to hold valid permits issued by the Commission on Teacher Credentialing. Specifics for Public Safety unit members can be found in [Article 25](#).

20.03.2.3 Professional development or training to meet the requirements of the District's Equal Employment Opportunity Program and Title 5 regulations, and to carry out the duties that are required of the EEO Representative during the hiring process.

20.04 New Classified Professional Orientation and Seminars:

20.04.1 A focused orientation for new employees will be provided by Human Resources developed in collaboration with CSEA 262 and other relevant departments within the first thirty (30) days of employment.

20.04.2 New Classified Professional Seminars will be developed and presented by Professional and Organizational Development in collaboration with CSEA 262, and employees shall be provided a copy of the District's Classified Professional Guide.

20.04.3 A minimum of two (2) all-day New Classified Professional Orientations and Seminars will be developed and presented by Professional and Organizational Development in collaboration with CSEA 262 each fiscal year.

20.04.3.1 With notification to their manager, new classified unit members shall be given release time to attend one of the New Classified Professional Orientations and Seminars.

20.05 Classified Professional Development Activities:

20.05.1 One non-instructional day per calendar year shall be designated as a Classified Professional Development Day for the purpose of staff development activities. It is the District's responsibility to ensure that the campus community, as well as the public, is aware that the campus will have limited operations during this day. The activities shall be planned around outcomes determined by a current needs assessment survey. The date and programming shall be mutually determined by the Classified Professional Development Committee and the District. The District will ensure that all unit members have an opportunity to attend provided that all essential District operational areas are staffed accordingly, as approved by the immediate manager.

20.05.2 Additional topic-based, partial day format workshops will be provided throughout the fiscal year. All seminars and workshops will be at the District's expense. All workshops developed for classified employees shall be developed by Professional and Organizational Development with input from the Classified Professional Development Committee. Any union-related professional development workshops will be developed by CSEA 262.

20.05.3 An annual classified retreat will be funded by the District in the amount of \$30,000 with the outcomes and scope determined by mutual agreement of the District and CSEA 262, including the extent of the participation of CSEA 651 and Confidential employees. Participation is subject to the provisions of this Article. In the event the funds are not fully exhausted by retreat costs, the remaining funds will be used to provide skill reinforcement for the participants during the following year.

20.06 Release Time for Workshop Presenters:

Unit members who meet certain qualifications are eligible for release time to provide instruction at professional development workshops or trainings. Release time would be twice the length of the training, which would include prep time. The Classified Professional Development Committee will ensure that presenters meet qualifications for general professional development and CSEA 262 for union-related professional development. The schedule for the preparatory release time will be mutually agreed between the presenter and the immediate manager.

20.07 Classified Professional Reference Guide:

20.07.1 The Classified Professional Reference Guide will be developed by the District in collaboration with CSEA 262 and will be made available online.

20.07.2 The District shall make available, without charge, a copy of the Classified Professional Reference Guide to each unit member.

20.07.3 The Classified Professional Reference Guide shall be revised periodically and made available.



**ARTICLE 21: HEALTH AND SAFETY**

21.01 Compliance:

The District will strive to maintain a safe working environment and take prompt corrective action to eradicate all know cases of toxins, hazards, harassment, threats, and violence.

21.02 Health and Safety Committee:

Two (2) members of CSEA 262 shall be appointed to the District Health and Safety Committee.

21.03 Release Time:

The bargaining unit members of the committee shall be allowed release time to carry out obligations under Section 21.02.

21.04 Non-Discrimination:

No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 21.01.

21.05 Rest Facilities:

The District shall make available adequate lunchroom, restroom, and lavatory facilities for unit member use.

21.06 Safety Equipment:

Should the employment duties of a unit member in the bargaining unit in the estimation of OSHA require use of any equipment or gear to ensure the safety of the unit member or others, the District agrees to furnish such equipment or gear.

21.07 Reporting Responsibility:

In the course of performing their normally assigned work, unit members will be alert to observe unsafe practices, equipment and conditions in their immediate area which represent health hazards and will report such conditions to their immediate manager.

Unit members shall report all accidents immediately to their immediate managers. Reports shall be submitted on forms provided by the District. All injuries should be reported immediately. In cases of injuries requiring medical attention, report forms provided by the District shall be submitted within twenty-four (24) hours.

21.08 Declared Emergencies:

21.08.1 Unit members, as public employees, are disaster service workers subject to such disaster service activities as may be assigned to them by their supervisor or by law.

21.08.2 As disaster service workers, unit members who are on campus during such a time as a local or state emergency has been declared may be asked to perform jobs other than their usual duties for periods of time exceeding their normal working hours.

## **ARTICLE 22: SAVINGS PROVISIONS**

### 22.01 Statutory Compliance

If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any section, subsection, sentence, clause, or phrase of this Agreement, such section, subsection, sentence, clause, or phrase shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

### 22.02 Right to Renegotiate

In the event of suspension or invalidation of any section, subsection, sentence, clause, or phrase of this Agreement, the parties shall, upon request of either party, meet and negotiate within twenty-two (22) working days after such determination for the purpose of arriving at a mutually satisfactory replacement.

### 22.03 Regulatory Compliance

If any provision of this Agreement is in conflict with [Federal Executive Orders 11246](#) and [11375](#), as amended, [Title VII of the Civil Rights Act of 1964](#), [Title IX of the 1972 Higher Education Amendments](#), and federal regulations pertaining thereto, or any state programs, the provisions of such orders, laws, federal regulations, and rules shall prevail. All other provisions or applications of this Agreement shall remain in full force and effect.

## **ARTICLE 23: EFFECT OF AGREEMENT**

### 23.01 No Other Agreement

The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

### 23.02 Initial Proposals

The parties acknowledge that during the bargaining which preceded this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understanding and agreements arrived at by the parties, after the exercise of that right, and opportunity, are set forth in this Agreement. Therefore, the District and CSEA 262, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or not settled, during bargaining even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Such matters shall not be subject to the grievance procedure.

### 23.03 Unassigned Rights

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control. There are no provisions in this Agreement that shall be deemed to limit or curtail the District in any way in the exercise of its rights, powers, and authority which the District had prior to the date this Agreement was entered into unless and only to the extent that the provisions of this Agreement specifically curtail or limit such rights, powers, and authority.

## **ARTICLE 24: DISCIPLINE**

### 24.01 Discipline Task Force

The District and CSEA Chapter 262 hereby create a task force to establish a Guide to Good Practices in Pre-Disciplinary and Disciplinary Processes in accordance with the principles of progressive discipline and the application of this Agreement, Board Policies, Administrative Procedures, Education Code, Government Code, other applicable statutes, and case law. The Guide will specifically address definitions of terms and processes, the procedures to be used for Skelly hearings and Evidentiary hearings, and processes for mutual agreement for non-binding arbitration.

### 24.02 Right to Representation

A unit member shall be entitled to representation during any pre-disciplinary or disciplinary meeting.

## **ARTICLE 25: POLICE AND CAMPUS SAFETY**

### **25.01 Uniforms and Equipment:**

The College will provide uniforms and equipment, and maintenance of those items, for all unit members required to wear them in the manner, quantity, and frequency as determined by the Chief of Police. The purchase of shoes and/or boots will be the responsibility of the employee.

The style and color of uniforms for the respective job classifications will be determined by the Chief of Police or designee. Specifications on uniform appearance and authorized equipment can be found in the Department policy manual.

Authorized unit members shall only use firearms that are issued or approved by the Department and have been thoroughly inspected. Except in an emergency or as directed by Board Policy and a supervisor, no firearm shall be carried by a unit member who has not qualified with that firearm at an authorized department range.

Unless authorized by Board Policy and the written authorization of the Chief or Deputy Chief of Police, all other weapons not provided by the Department are prohibited for use by unit members in the performance of their official duties.

The Department will provide a secure locker for the storage of uniforms and equipment.

### **25.02 Training:**

The College shall provide unit members with job-related mandatory safety training to safely and effectively perform their assigned duties and for mandated training to remain qualified and/or certified to meet requirements specified in their respective job descriptions. Unit members shall be released to attend these trainings, which shall be provided during their normal working hours. Those who work evening shifts shall receive appropriate compensation for receiving this training if they are required to attend a training that is not during their normal working hours.

### **25.03 Court On-Call:**

When a unit member is assigned court on-call duty outside of their normal shift, the unit member shall be informed in writing, in advance whenever practicable, of the dates and inclusive hours of such assignment. The unit member shall be compensated at one-fourth (1/4) of their basic hourly rate for the entire period of such assignment with a minimum of one (1) hours' pay.

Court on-call duty requires that unit member so assigned: (1) to be reachable by telephone or other communication device; (2) to be able to report to work in a reasonable time; and (3) to refrain from activities which might impair their ability to perform assigned duties.



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## Appendix A

### Salary Schedule Assignments for Classified Employees

#### CSEA, Chapter 262, Unit A

CLASSIFICATION	RANGE	CLASSIFICATION	RANGE
Accommodations Specialist	81	Educational Technology Coordinator	124
Accompanist/Librarian	(90) 88	Employment Specialist	81
Account Clerk I, II, III	69, 79, 88	EOPS Outreach Specialist	53
Administrative Noncredit Curriculum Specialist	104	EOPS Tutorial/Peer Counselor Supervisor	53
Administrative Secretary	88	Equipment Technician – Electronics	95
Admissions & Records Clerk I, II, III	59, 69, 81	ESL Learning Resources Technician	62
Admissions & Records Computer Technician	79	ESL Outreach Specialist	53
Admissions & Records Systems Analyst	124	ESL Instructional Support Assistant	45
Admissions & Registration Clerk	45	Exercise Science/Health Supervisor	112
Alternate Media Technician	62	Facilities Specialist	81
Assistant Curriculum Specialist	70	Financial Aid Specialist	81
Athletic Eligibility Specialist	88	Financial Aid Technician	81
Athletic Trainer	(110) 105	Financial Aid Systems Programmer	124
Benefits Specialist	88	Financial Aid Systems Analyst	124
Budget & Accounting Technician	95	Grants Specialist	95
Buyer	79	Graphics Designer	98
Caseworker	71	Graphics Technician	81
Caseworker/Intervention Specialist	71	Help Desk Coordinator	88
Child Development Workforce Initiative Grant Specialist	79	Help Desk/Network Support Technician	79
Clerical Assistant	52	High School Outreach Coordinator	105
Clerical Specialist	69	High School Proctor	45
College Information Systems Support Specialist	95	Information Technology Specialist: Academic Applications & Portal Content	124
Computer Facilities Assistant	79	International Student Services Specialist	69
Computer Facilities Supervisor	107	Interpreter Specialist	96
Computer Operator	79	Job Developer	(93) 88
Computer Services Coordinator	114	KSAK Operations Coordinator	95
Computer Support Specialist	114	Laboratory Technician – Art	79
Coordinator, Budget and Accounting	105	Laboratory Technician – Astronomy	79
Coordinator, CalWORKs	109	Laboratory Technician – Biological Sciences	79
Coordinator, Health Careers Resource Center	112	Laboratory Technician – Business & Computer Information	79
Coordinator, Marketing & Communication	124	Laboratory Technician – Chemistry	79
Coordinator, Online Learning Support Center	124	Laboratory Technician – DSP&S	79
Coordinator, Professional & Organizational Development	124	Laboratory Technician – Earth Sciences	79
Coordinator, Special Projects-Technology & Health	118	Laboratory Technician – Math Activities Resource Center	79
Coordinator, Student Veterans Services & Scholarships	109	Laboratory Technician – Math & Computer Sciences	79
Curriculum Specialist	112	Laboratory Technician – Natural Sciences	79
Database Administrator	140	Laboratory Technician – Photography	79
Data Communications Technician	(113) 107	Laboratory Technician – Physical Science & Engineering	79
Driver – DSP&S	45	Laboratory Technician – Radio	79
DSP&S Computer Technician	88	Laboratory Technician – Registered Vet Technician	79
Early Child Development Specialist I, II	79, 88	Laboratory Technician - Theater	79
Educational Advisor	(103) 95	Laboratory Technician – Welding	79

Educational Research Assessment Analyst	107	Laboratory Technician II, Biological Sciences	86
Lead Admissions and Registration Clerk	59	Receptionist/Clerical Assistant	59
Lead Computer Operator	96	Registered Nurse Practitioner	126
Lead International Students Specialist	81	Registration Specialist	88
Lead Printing Operations	95	Research Analyst	107
Lead Printing Services	98	Research Assistant	96
Lead Technician, Broadcast & Audio	114	Risk Management Specialist	88
Lead Technician, Data Communications	124	Scholarship Program Specialist	88
Lead Technician, Telecommunications & Networking	114	Secretary	81
Learning Assistance Resource Center (LARC) Support Specialist	86	Senior Buyer	88
Learning Lab Assistant I, II	62,72	Senior Graphic Designer	114
Learning Lab Coordinator	88	Senior Help Desk/Network Support Technician	95
Learning Resources Computer Technician	88	Senior Interpreter	88
Learning Resources Technician	62	Senior Research Analyst	124
Library Page	01	Senior Systems Analyst/Programmer	124
Library Technician I, II, III	52, 71, 79	Senior Systems Integrator	130
Mail Room Operator	62	Senior Systems Programmer	126
Matriculation Supervisor, (ESL Non-Credit)	112	Senior Tool Keeper	81
Media Services Coordinator	88	Skills Lab Technician	79
Medical Assistant	77	Small Business Development Center Assistant	93
Mentor Coordinator	71	Specialist: Contract Services – CalWORK’s	81
Mid-Range Systems Programmer	124	Specialist, ESL Instructional Support	87
Network Administrator	124	Specialist: Job Placement, DSP&S (Temp.)	103
Network Support Specialist	107	Staff Nurse	(113) 105
Office Assistant	45	Student Account Technician	68
Office Supervisor, ESL	79	Student Accounts Clerk	45
Office Supervisor, SBDC	79	Student Account Technician	68
Office Supervisor, RHORC	79	Student Activities Coordinator	105
Office Supervisor, Welcome Back Program	105	Student Relations Specialist	81
Parent Education Preschool Assistant	23	Student Services Outreach Specialist	59
Parking Officer	71	Student Services Program Specialist	79
Parking/Security Technician	77	Student Specialist	79
PE/Athletic Technician I, II	60, 63	Supervisor, Admissions & Records	112
Performing Arts Services Coordinator	88	Supervisor, Emeritus Program	112
Printing Services Specialist	69	Supervisor, ESL	112
Printing Services Technician I, II	70, 73	Supervisor, Financial Aid	112
Project Administrator	126	Supervisor, Health Occupations & Resources Lab	112
Project/Program Specialist	79	Supervisor, High School Program	112
Project/Program Coordinator	95	Supervisor, Language Learning Center	112
Publications Technician	81	Supervisor, VESL	112
Public Information Assistant	81	Supplemental Instruction Program Specialist	95
Public Information Specialist	88	Systems Analyst/Programmer	114
Public Safety Officer	88	Systems Programmer	124
Purchasing Specialist	95	Teaching Assistant	79
Teaching/Learning Technology Specialist	124	Transfer Specialist	95
Technician, Audio Visual Repair	88	Tutorial Services Assistant I	45
Technician I and III, Event Services	68, 89	Tutorial Services Assistant II	52
Technician, Performing Arts Operations	108	Tutorial Services Specialist	88
Technician, Performing Arts (Master Electrician)	108	Upward Bound Academic Specialist	95
Technician, Performing Arts (Stage Mgr Master Carpenter)	108	Veterans Service Specialist	78



Technician, Telecommunications & Networking	107	Vocational Outreach Specialist	105
Telephone Operator, Receptionist	53	Webmaster	114
Television Production Specialist	79	Web Designer	88
Test Administration Assistant	77	Web Developer	79
Test Administration Clerk	62	Web Support Specialist	114
Training & Applications Specialist	105		

\*This level of compensation is applicable to employees grandfathered in the former range as long as they remain in the position.

\*\*This level of compensation is applicable to employees Y-rated in the former range as long as they remain in the position.



**Appendix B**  
**Salary Schedule for Classified Employees**  
**CSEA, Chapter 262, Unit A**  
**Effective July 1, 2021 – June 30, 2022**

<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Range</b>
<b>23</b>	2616.83	2747.68	2885.04	3029.31	3180.78	3339.82	<b>23</b>
<b>24</b>	2643.00	2775.13	2913.91	3059.60	3212.59	3373.25	<b>24</b>
<b>25</b>	2669.42	2802.88	2943.05	3090.18	3244.69	3406.92	<b>25</b>
<b>26</b>	2696.12	2830.93	2972.48	3121.10	3277.16	3441.01	<b>26</b>
<b>27</b>	2723.08	2859.24	3002.18	3152.30	3309.91	3475.40	<b>27</b>
<b>28</b>	2750.32	2887.80	3032.21	3183.81	3343.01	3510.13	<b>28</b>
<b>29</b>	2777.83	2916.68	3062.54	3215.65	3376.43	3545.28	<b>29</b>
<b>30</b>	2805.59	2945.87	3093.16	3247.79	3410.19	3580.71	<b>30</b>
<b>31</b>	2833.64	2975.33	3124.11	3280.28	3444.29	3616.53	<b>31</b>
<b>32</b>	2861.97	3005.08	3155.33	3313.11	3478.75	3652.69	<b>32</b>
<b>33</b>	2890.62	3035.14	3186.87	3346.23	3513.55	3689.22	<b>33</b>
<b>34</b>	2919.51	3065.47	3218.75	3379.71	3548.69	3726.15	<b>34</b>
<b>35</b>	2948.72	3096.15	3250.96	3413.49	3584.20	3763.40	<b>35</b>
<b>36</b>	2978.21	3127.12	3283.46	3447.64	3620.03	3801.01	<b>36</b>
<b>37</b>	3007.97	3158.36	3316.28	3482.09	3656.20	3839.02	<b>37</b>
<b>38</b>	3038.05	3189.94	3349.48	3516.94	3692.77	3877.41	<b>38</b>
<b>39</b>	3068.43	3221.86	3382.96	3552.09	3729.70	3916.19	<b>39</b>
<b>40</b>	3099.13	3254.09	3416.80	3587.63	3767.00	3955.36	<b>40</b>
<b>41</b>	3130.11	3286.61	3450.94	3623.49	3804.66	3994.89	<b>41</b>
<b>42</b>	3161.39	3319.49	3485.47	3659.74	3842.73	4034.87	<b>42</b>
<b>43</b>	3193.03	3352.67	3520.32	3696.34	3881.16	4075.20	<b>43</b>
<b>44</b>	3224.95	3386.18	3555.52	3733.29	3919.99	4115.98	<b>44</b>
<b>45</b>	3257.20	3420.07	3591.06	3770.60	3959.14	4157.10	<b>45</b>
<b>46</b>	3289.78	3454.26	3626.96	3808.34	3998.75	4198.69	<b>46</b>
<b>47</b>	3322.69	3488.83	3663.26	3846.43	4038.75	4240.68	<b>47</b>
<b>48</b>	3355.90	3523.69	3699.88	3884.88	4079.12	4283.09	<b>48</b>
<b>49</b>	3389.45	3558.91	3736.88	3923.72	4119.90	4325.90	<b>49</b>
<b>50</b>	3423.35	3594.51	3774.26	3962.97	4161.09	4369.14	<b>50</b>
<b>51</b>	3457.60	3630.47	3811.99	4002.60	4202.73	4412.88	<b>51</b>
<b>52</b>	3492.17	3666.79	3850.10	4042.63	4244.72	4456.98	<b>52</b>
<b>53</b>	3527.07	3703.44	3888.60	4083.07	4287.19	4501.55	<b>53</b>
<b>54</b>	3562.38	3740.47	3927.50	4123.88	4330.07	4546.55	<b>54</b>
<b>55</b>	3597.98	3777.89	3966.79	4165.14	4373.36	4592.04	<b>55</b>
<b>56</b>	3633.97	3815.65	4006.45	4206.77	4417.12	4637.98	<b>56</b>
<b>57</b>	3670.29	3853.81	4046.52	4248.83	4461.28	4684.33	<b>57</b>
<b>58</b>	3707.02	3892.35	4086.98	4291.32	4505.90	4731.17	<b>58</b>
<b>59</b>	3744.10	3931.29	4127.86	4334.24	4550.96	4778.54	<b>59</b>
<b>60</b>	3781.52	3970.62	4169.10	4377.58	4596.46	4826.29	<b>60</b>
<b>61</b>	3819.36	4010.32	4210.84	4421.41	4642.45	4874.55	<b>61</b>
<b>62</b>	3857.56	4050.41	4252.96	4465.60	4688.87	4923.31	<b>62</b>
<b>63</b>	3896.12	4090.95	4295.49	4510.26	4735.77	4972.55	<b>63</b>

<b>64</b>	3935.09	4131.83	4338.46	4555.35	4783.14	5022.29	<b>64</b>
<b>65</b>	3974.44	4173.16	4381.82	4600.90	4830.95	5072.51	<b>65</b>
<b>66</b>	4014.19	4214.90	4425.65	4646.92	4879.27	5123.24	<b>66</b>
<b>67</b>	4054.34	4257.04	4469.90	4693.40	4928.06	5174.47	<b>67</b>
<b>68</b>	4094.88	4299.62	4514.60	4740.35	4977.35	5226.20	<b>68</b>
<b>69</b>	4135.81	4342.62	4559.75	4787.74	5027.12	5278.46	<b>69</b>
<b>70</b>	4177.17	4386.05	4605.34	4835.62	5077.40	5331.26	<b>70</b>
<b>71</b>	4218.96	4429.90	4651.40	4883.97	5128.17	5384.55	<b>71</b>
<b>72</b>	4261.15	4474.20	4697.92	4932.85	5179.45	5438.42	<b>72</b>
<b>73</b>	4303.77	4518.98	4744.91	4982.17	5231.26	5492.82	<b>73</b>
<b>74</b>	4346.79	4564.15	4792.35	5032.00	5283.60	5547.75	<b>74</b>
<b>75</b>	4390.29	4609.79	4840.30	5082.29	5336.41	5603.22	<b>75</b>
<b>76</b>	4434.18	4655.88	4888.68	5133.11	5389.77	5659.25	<b>76</b>
<b>77</b>	4478.54	4702.44	4937.57	5184.45	5443.66	5715.86	<b>77</b>
<b>78</b>	4523.31	4749.47	4986.95	5236.29	5498.11	5773.01	<b>78</b>
<b>79</b>	4568.56	4796.97	5036.80	5288.67	5553.11	5830.76	<b>79</b>
<b>80</b>	4614.23	4844.92	5087.18	5341.53	5608.61	5889.07	<b>80</b>
<b>81</b>	4660.36	4893.38	5138.07	5394.97	5664.71	5947.92	<b>81</b>
<b>82</b>	4706.98	4942.32	5189.44	5448.90	5721.35	6007.43	<b>82</b>
<b>83</b>	4754.03	4991.76	5241.34	5503.39	5778.56	6067.47	<b>83</b>
<b>84</b>	4801.59	5041.65	5293.75	5558.42	5836.34	6128.15	<b>84</b>
<b>85</b>	4849.60	5092.06	5346.70	5614.02	5894.71	6189.47	<b>85</b>
<b>86</b>	4898.10	5143.00	5400.16	5670.17	5953.66	6251.35	<b>86</b>
<b>87</b>	4947.11	5194.43	5454.17	5726.87	6013.21	6313.86	<b>87</b>
<b>88</b>	4996.55	5246.37	5508.70	5784.14	6073.35	6377.01	<b>88</b>
<b>89</b>	5046.50	5298.84	5563.79	5841.96	6134.08	6440.75	<b>89</b>
<b>90</b>	5096.98	5351.83	5619.42	5900.40	6195.42	6505.22	<b>90</b>
<b>91</b>	5147.96	5405.36	5675.62	5959.43	6257.39	6570.28	<b>91</b>
<b>92</b>	5199.44	5459.43	5732.37	6019.00	6319.94	6635.93	<b>92</b>
<b>93</b>	5251.42	5514.00	5789.70	6079.20	6383.14	6702.31	<b>93</b>
<b>94</b>	5303.96	5569.15	5847.61	6139.98	6446.95	6769.34	<b>94</b>
<b>95</b>	5356.99	5624.84	5906.07	6201.38	6511.45	6837.04	<b>95</b>
<b>96</b>	5410.56	5681.09	5965.14	6263.41	6576.57	6905.39	<b>96</b>
<b>97</b>	5464.68	5737.89	6024.78	6326.06	6642.36	6974.46	<b>97</b>
<b>98</b>	5519.31	5795.27	6085.02	6389.28	6708.77	7044.20	<b>98</b>
<b>99</b>	5574.50	5853.22	6145.88	6453.16	6775.85	7114.62	<b>99</b>
<b>100</b>	5630.24	5911.74	6207.36	6517.71	6843.60	7185.77	<b>100</b>
<b>101</b>	5686.52	5970.87	6269.41	6582.87	6912.02	7257.63	<b>101</b>
<b>102</b>	5743.42	6030.57	6332.11	6648.71	6981.14	7330.20	<b>102</b>
<b>103</b>	5800.84	6090.90	6395.43	6715.22	7050.95	7403.51	<b>103</b>
<b>104</b>	5858.84	6151.77	6459.37	6782.34	7121.47	7477.55	<b>104</b>
<b>105</b>	5917.44	6213.32	6523.97	6850.16	7192.70	7552.32	<b>105</b>
<b>106</b>	5976.61	6275.46	6589.21	6918.66	7264.61	7627.84	<b>106</b>
<b>107</b>	6036.37	6338.20	6655.10	6987.87	7337.24	7704.12	<b>107</b>
<b>108</b>	6096.72	6401.58	6721.67	7057.75	7410.61	7781.17	<b>108</b>
<b>109</b>	6157.70	6465.60	6788.88	7128.34	7484.72	7858.97	<b>109</b>
<b>110</b>	6219.28	6530.23	6856.79	7199.62	7559.59	7937.57	<b>110</b>
<b>111</b>	6281.50	6595.55	6925.33	7271.60	7635.17	8016.94	<b>111</b>
<b>112</b>	6344.29	6661.52	6994.59	7344.33	7711.52	8097.11	<b>112</b>
<b>113</b>	6407.75	6728.13	7064.54	7417.75	7788.65	8178.08	<b>113</b>

<b>114</b>	6471.83	6795.42	7135.18	7491.95	7866.54	8259.85	<b>114</b>
<b>115</b>	6536.53	6863.36	7206.53	7566.85	7945.20	8342.47	<b>115</b>
<b>116</b>	6601.90	6931.98	7278.59	7642.52	8024.64	8425.87	<b>116</b>
<b>117</b>	6667.91	7001.31	7351.36	7718.93	8104.90	8510.14	<b>117</b>
<b>118</b>	6734.60	7071.32	7424.89	7796.13	8185.94	8595.23	<b>118</b>
<b>119</b>	6801.92	7142.02	7499.14	7874.10	8267.81	8681.20	<b>119</b>
<b>120</b>	6869.96	7213.44	7574.13	7952.84	8350.48	8768.00	<b>120</b>
<b>121</b>	6938.64	7285.60	7649.86	8032.36	8433.98	8855.70	<b>121</b>
<b>122</b>	7008.04	7358.42	7726.36	8112.68	8518.31	8944.23	<b>122</b>
<b>123</b>	7078.12	7432.01	7803.60	8193.80	8603.51	9033.68	<b>123</b>
<b>124</b>	7148.88	7506.34	7881.65	8275.73	8689.51	9124.00	<b>124</b>
<b>125</b>	7220.39	7581.41	7960.46	8358.49	8776.43	9215.25	<b>125</b>
<b>126</b>	7292.60	7657.22	8040.08	8442.06	8864.17	9307.40	<b>126</b>
<b>127</b>	7365.50	7733.81	8120.47	8526.51	8952.83	9400.48	<b>127</b>
<b>128</b>	7439.16	7811.13	8201.69	8611.76	9042.35	9494.47	<b>128</b>
<b>129</b>	7513.56	7889.24	8283.71	8697.89	9132.75	9589.40	<b>129</b>
<b>130</b>	7588.70	7968.14	8366.53	8784.87	9224.11	9685.33	<b>130</b>
<b>131</b>	7664.58	8047.81	8450.20	8872.71	9316.34	9782.17	<b>131</b>
<b>132</b>	7741.23	8128.28	8534.71	8961.45	9409.48	9879.99	<b>132</b>
<b>133</b>	7818.66	8209.57	8620.06	9051.08	9503.60	9978.81	<b>133</b>
<b>134</b>	7896.82	8291.66	8706.25	9141.57	9598.63	10078.58	<b>134</b>
<b>135</b>	7975.79	8374.59	8793.31	9233.02	9694.64	10179.33	<b>135</b>
<b>136</b>	8055.55	8458.33	8881.23	9325.33	9791.56	10281.15	<b>136</b>
<b>137</b>	8136.08	8542.92	8970.06	9418.59	9889.47	10383.96	<b>137</b>
<b>138</b>	8217.46	8628.34	9059.77	9512.75	9988.39	10487.80	<b>138</b>
<b>139</b>	8299.62	8714.63	9150.34	9607.89	10088.27	10592.68	<b>139</b>
<b>140</b>	8382.63	8801.75	9241.85	9703.99	10189.14	10698.63	<b>140</b>
<b>141</b>	8466.45	8889.77	9334.27	9800.98	10291.03	10805.57	<b>141</b>
<b>142</b>	8551.11	8978.67	9427.61	9898.99	10393.94	10913.64	<b>142</b>
<b>143</b>	8636.63	9068.45	9521.89	9997.98	10497.88	11022.76	<b>143</b>
<b>144</b>	8722.98	9159.14	9617.10	10097.96	10602.86	11133.01	<b>144</b>



## Appendix B-2 Special Compensation Categories

Pursuant to California Code of Regulations §571 the following is a list of special compensation categories for which unit members may request special compensation pay as outlined in Article 17. This list serves as a sample of special compensation categories which may apply to unit members. The work forming the basis for the request must not be part of the duties and essential functions of the assigned job classification. As other CCR §571 categories are added, these will be added to this Appendix.

### GENERAL CATEGORIES

**Audio Visual Premium** - Compensation to miscellaneous employees who are routinely and consistently responsible for operating audio visual equipment.

**Bilingual Premium** - Compensation to employees who are routinely and consistently assigned to positions requiring communication skills in languages other than English. The stipend amount shall be for each qualifying language separate from base salary.

Type 1: Conversational only – information communicated verbally in real-time conversation. \$50 per month of assignment

Type 2: Conversational and written – business communication ordinarily carried out by written memo or letter. \$75 per month of assignment

The following languages are currently recognized as qualifying under this category:

- ASL (American Sign Language)
- Spanish
- Mandarin
- Arabic
- Japanese
- Farsi
- Vietnamese
- Tagalog
- Korean
- Samoan
- Tongan
- Hindi

**Computer Operations Premium** - Compensation to employees who have special knowledge of computer processes and applications. This applies to those unit members who have been required to learn, and maintain elevated knowledge of, a campus hardware and/or software system not specified in their job description.

**Severely Disabled Premium** - Compensation to school instructional aides who are routinely and consistently assigned to work with severely disabled students.

**Training Premium** - Compensation to employees who are routinely and consistently assigned to train employees. Employees who receive this premium are designated by the district as trainers for operationally necessary skills such as emergency operations, campus software packages, etc.

**Height Premium** - Compensation to employees who are routinely and consistently required to work on ladders or mechanical devices at heights over 40 feet.

**School Yard Premium** - Compensation to part-time school district employees who are routinely and consistently assigned to supervise students during recreation in the child development center.

**Safety Officer Training/Coordinator Premium** - Compensation to employees who are routinely and consistently assigned to instruct personnel in safety procedures.

**Uniform Allowance** – The District shall report the monetary value for the purchase and maintenance of required clothing (uniforms) to the California Public Employees’ Retirement System (CalPERS) as special compensation in accordance with CCR § 571(a)(5). Clothing items which are a ready substitute for personal attire a unit member would otherwise have to acquire and maintain shall be included in the monetary value. Clothing items that are solely for personal health and safety are excluded from the monetary value reported. Uniform allowances are not reportable for new members of CalPERS as defined by Government Code § 7522.04(f). Unit members and the District shall be responsible for paying CalPERS contributions on the reported monetary value of uniforms. Monthly monetary value (uniform allowance) by classification:

- Public Safety Officer \$80
- Parking Officer \$80
- New Public Safety Classifications (Dispatcher and Public Safety Officer II) \$80

#### PUBLIC SAFETY CATEGORIES

**Police Administrative Officer** - Compensation to rank and file police officers, county peace officers, and school police or security officers who are routinely and consistently assigned to police administration to provide support for the police chief and command staff in the operation of the police department.

**Police Investigator Premium** - Compensation to rank and file local police officers, county peace officers, and school police or security officers who are routinely and consistently assigned to analyze crimes or investigative accidents.

**Rangemaster Premium** - Compensation to local police officers, county peace officers, and school police or security officers who are routinely and consistently assigned to supervise the target range facilities and all related activities.



## Appendix C Classified Employee Evaluation Form

Employee Name: \_\_\_\_\_ Banner ID: A \_\_\_\_\_

Classification Title: \_\_\_\_\_

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

\*Evaluation Period:  2-Month Probationary  5-Month Probationary  Annual

From: \_\_\_\_\_ To: \_\_\_\_\_

\*The time period covered by an annual evaluation is not to exceed a twelve (12) month period. Probationary evaluations are to be issued immediately after completion of the second month and the fifth month. The probationary period ends six months from the appointment date, unless otherwise extended.

### Section 1: Instructions to Evaluators

#### Purpose

**Timely and effective performance evaluations acknowledge employee's value to the College and provide a framework for positive discussion with employees regarding their contributions to the College, professional development, and recognition of specific contributions to accomplishing the College's mission and goals.** Timely and effective performance evaluations ensure that employees and managers engage in regular conversations regarding the job performance and provide opportunities for encouraging improvement. Regular performance evaluation of all staff provides the institution with the opportunity to ensure the effectiveness of its human resources in alignment with accreditation standards. Successful performance management is ongoing and continuous process involving interactive and open communication between the evaluator and the staff member whose performance is being evaluated. The performance management process continues throughout the year with regular communication and feedback between the evaluator and staff member. Doing so encourages a higher level of performance and ensures compliance with collective bargaining agreement requirements, accreditation standards, and campus practices concerning preparation and delivery of written performance evaluations at regular intervals.

#### Completing the Form

**This evaluation form is only for use with employees who occupy classified positions only.** The evaluation must be conducted in accordance with the applicable Collective Bargaining Agreement (CBA). Please review the applicable CBA prior to completing the form and consult with Human Resources regarding any questions prior to completing the form. **The performance evaluations reflect the evaluator's assessment of the employee's performance of duties and responsibilities with the accomplishment of goals that are consistent with the scope of work described within the employee's assigned job classification description.** Completed and signed evaluations are to be routed to Human Resources for placement in the personnel file. The evaluation must be developed by the employee's immediate manager (a non-bargaining unit employee) and must be reviewed and signed by the employee's next level manager (if applicable) before it is shared with the employee.

**Annual evaluations** are conducted for **permanent employees**. The evaluation period for non-probationary employees is the preceding one-year period, beginning at the time of appointment. The employee's first year evaluation will cover the first six months of the probationary period as well as the six-month period following the end of the probationary period. **Probationary evaluations** are conducted and issued immediately after the completion of the **second month** and the **fifth month** of the six-month probationary period. The fifth month evaluation may reference any improvement or other issues identified in the prior probationary evaluation. The objective of the fifth month evaluation is to provide an opportunity for assessment before the probationary period ends. Please contact Human Resources immediately if there are any concerns regarding the performance of a probationary employee.

#### Assigning Ratings for Performance Elements

**The evaluation ratings for the individual Performance Elements and for the Summary Rating are based upon the evaluator's observation and assessment of the employee's performance of work described within the assigned job description.** Ratings fall within the following descriptions: **Meets Expectations (ME)** is commendable standard and represents that employee consistently meets all or most of the evaluator's expectations in the rating element; the **Partially Meets Expectations (PE)** rating is for those aspects of performance which require some additional training and development or for performance in certain areas that is not consistent; the **Exceeds Expectations (XE)** rating reflects work that is regularly beyond expectations; and the **Needs Improvement (NI)** rating should be assigned when performance continually does not meet performance expectations.

Not all of the Performance Elements will apply to every job and some may be left blank with a notation of "N/A," or applicable. **Lead work and coordination** rating elements are applicable only to those employees who fall into classifications having these responsibilities.

### **Providing Comments for Performance Elements and the Summary Rating**

Ratings in individual performance elements that are other than ME should be justified with supporting comments in each area. Consult Human Resources before assigning an overall rating of NI, as it may also be appropriate for employees receiving this rating to receive a Performance Improvement Plan (PIP) identifying specific goals, objectives, and timelines for improvement and resources to assist in development must also be identified. Comments for improvement and development may also be applicable when an individual or a summary rating in ME or higher. Comments provided under the Summary Rating section may refer to other areas of the evaluation. It is not necessary to duplicate comments already provided on the evaluation in this section. This section may also be used for any additional comments that are related to the performance evaluation.

### **Completing the Goals Section (Optional)**

This section may be used to outline goals for achievement over the next performance evaluation period. Individual employee performance goals must be aligned with the job classification description and should be shared and discussed with the employee prior to being included on the evaluation; goals listed shall reflect action sections from the current evaluation. Performance goals should be Specific, Measurable, Achievable, Relevant, and Time-bound (SMART). Please consult with Human Resources regarding the development of SMART goals.



**DO NOT MODIFY OR ADD ADDITIONAL RATINGS OR CREATE FRACTIONAL RATINGS**

**Section 2: Performance Elements and Individual Ratings**

Circle the appropriate rating for each rating element below.

- XE = Meets and Regularly Exceeds Expectations;
- ME = Meets Expectations;
- PE = Partially Meets Expectations;
- NI = Needs Improvement;
- NA = Not Applicable (The Evaluation Factor is not relevant to the position).

1. Quality of Work:  XE  ME  PE  NI  NA

Demonstrates accuracy and thoroughness; displays commitment to excellence; applies feedback to improve performance; monitors own work to ensure quality.

Comments: Include information upon which evaluation is based. Use separate page if more space is needed.

Action: Indicate recommendations for improvement in this area, including timeframe for completion.

2. Quantity of Work:  XE  ME  PE  NI  NA

Completes work in a timely manner; use time effectively and produces results (is productive).

Comments: Include information upon which evaluation is based. Use separate page if more space is needed.

Action: Indicate recommendations for improvement in this area, including timeframe for completion.

3. Attendance:  XE  ME  PE  NI  NA

Attends work regularly and observes work hours. Do not refer to approved medical absences and approved release time for participation in shared governance committee and/or union activities.

Comments: Include information upon which evaluation is based. Use separate page if more space is needed.

4. Professional Interactions:  XE  ME  PE  NI  NA

Establishes and maintains effective work relations, offers assistance and support to co-workers. Creates a positive learning and working environment for all members of the campus community. This includes awareness and understanding of diversity.

Comments: Include information upon which evaluation is based. Use separate page if more space is needed.

Action: Indicate recommendations for improvement in this area, including timeframe for completion.

5. Initiative:  XE  ME  PE  NI  NA

Understands and accepts new situations; performs well with minimal instruction; makes sound decisions in the absence of detailed instructions or direct supervision; keeps supervisor informed of status of assigned work.

Comments: Include information upon which evaluation is based. Use separate page if more space is needed.

Action: Indicate recommendations for improvement in this area, including timeframe for completion.

Box to input data for previous question

6. Lead Work and Coordination (if applicable):  XE  ME  PE  NI  NA

Fulfills coordinator and/or lead responsibilities through scheduling employees' work, monitoring the accomplishments of day to day work in accordance with established goals and objectives, and reporting any attendance and/or other concerns to the manager in a timely manner.

Comments: Include information upon which evaluation is based. Use separate page if more space is needed.

**Section 3: Summary Rating & Additional Comments**

7. Lead Work and Coordination (if applicable):  XE  ME  PE  NI  NA

The Summary Rating is an overall assessment of the job performance over the evaluation. The overall summary is not necessarily a mathematical average of the rating elements achieved on the individual rating elements listed above.

Comments: Include information upon which the summary rating is based. Use separate page if more space is needed. This section may also be used for any additional comments that are related to the performance evaluation.

Action: Indicate recommendations for improvement in this area, including timeframe for completion.

**Section 4: Goals Section (Optional)**

This section may be used to outline goals for achievement over the next performance evaluation period. Individual employee performance goals must be aligned with the job classification description and should be shared and discussed with the employee prior to being included on the evaluation; goals listed shall reflect action sections from the current evaluation. Performance goals should be Specific, Measurable, Achievable, Relevant, and Time-bound (SMART). Please consult with Human Resources regarding the development of SMART goals.

**Section 5: Signatures**

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Next Level Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

This Appendix is intended as a review of California Education Code related to Classified Staff performing tasks that are outside of their Board-approved job description. Each section describes the relevant code which is cited verbatim in footnotes. The specific effective practices used by the College are described as they apply to each situation. The relevant sections of this Agreement should be consulted for direction on unit member rights.

Each Classification in the Unit Has a Board-approved Job Description which contains a section entitled, "EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)." It is the mutual understanding of CSEA Chapter 262 and the Mt. San Antonio Community College District that this section encompasses the typical scope of duties performed by unit members in each Classification. Typically, the last statement in this section is, "Performs other related duties as assigned." It is the mutual understanding of CSEA 262 and the District that this phrase should be interpreted within the context described in the DEFINITION and CLASS CHARACTERISTICS sections of the Job Description.

Performance of duties substantially outside of the ESSENTIAL FUNCTIONS for the Job Classification of a unit member are subject to statutory limitations as described below. CSEA 262 and the District recognize that the terms "related duties" and "substantially outside" are subjective and situational. For situations that may be unclear to either party, both CSEA 262 and the District agree to meet and confer to reach mutual agreement for any specific situation. Unit members performing work outside of their job classification may be an indication that a change in the classification should be considered. Article 17: Classification Procedures gives direction on how to proceed with such a process.

Out-of-Class Assignments: Education Code §88002 describes legal requirements of Mt. SAC's Out-of-Class Assignment process. Such assignments are initiated by a District offer to a specific unit member or members and acceptance is voluntary. Out-of-Class Assignments must be approved by the Board of Trustees but may be ratified by the Board subsequent to the start of the assignment. Classified employees are paid on a pro rata basis for the additional assignment. The District reserves the right to terminate the Out-of-Class Assignment at its discretion. The unit member retains the right to return to the original Job Classification in the previously assigned Administrative Unit. Out-of-Class service time does not disrupt the continuing accrual of seniority in the permanent Job Classification. See Section 14.05 of this Agreement for the Out-of-Class Assignment procedure.

Out-of-Class Assignments as a Substitute: In circumstances for which the District is permitted by Ed Code §88003 to employ a substitute, a Unit Member may fill that role as an Out of Class Assignment by written mutual agreement between CSEA 262 and the District. See Section 14.05 of this Agreement for the Out-of-Class Assignment procedure.

Duties Not Reasonably Related to those in the Job Description - 5 Day Limitation: Ed Code §88010 places restrictions on the District requiring work of a Unit Member outside of those reasonably related to those in the Job Description. Such a requirement may not exceed five days within any fifteen-day period without providing compensation that reasonably reflects the additional duties. Such compensation is understood to be that of an existing Job Classification that reasonably relates to the additional required duties. Note that this limitation is specific to work required by the District. Consequently, both unit members and supervising managers should require specific written direction if work outside the Job Description is to be authorized. Further, unit members are cautioned not to perform duties outside their Job Description without such written authorization from their supervising manager.



**Appendix D-1**  
Classification Request Form

**Reclassification:** For purposes of this agreement, "reclassification" shall mean the upgrading of a position to a higher existing classification as a result of the gradual increase of the duties being performed by the incumbent in that position. [Ed. Code Section 88001\(f\)](#). As used in Section 17.02 of this Article, the reclassification procedure results in the movement of one or more member(s) from their current classification to a higher existing classification.

**Classification Study:** As used in the Article, a Classification Study is used to revise job descriptions and range placements of an entire job classification or to establish a new job classification following the process as described in Article Section 8.02 and Section 17.06.

**Classification Request type:**

- Classification Study..... Complete sections I, II, IV
- Reclassification..... Complete sections I, III, IV

**Form Checklist:**

- I have obtained a copy of the current and the proposed job descriptions, which are available online at: [Mt. SAC CSEA 262 Job Descriptions Webpage](#)
- I have filled out this form completely. Incomplete forms will be returned.
- I have signed and dated the forms and initialed and dated any supplemental attachments.

**Subject Matter Experts Recommended to be Interviewed:**

Name: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Requests submitted to Human Resources by the end of the first working week of each month will be considered by the appropriate committee at their next scheduled meeting. The Reclassification Committee or the Classification Study Committee may contact the unit member for more information or clarification.

After submitting a request, the unit member must wait one (1) year from the date of receipt by Human Resources of the Classification Request Form to submit another request. The reconsideration process does not reset the date for submitting a new request Classification Request Form.

**Ways to submit form:**

- Email as an attachment to the Vice President, Human Resources
- Campus mail or hand deliver to Human Resources

Human Resources will date and time stamp the form, which will signify its official receipt. Human Resources shall forward the request to the Reclassification Committee or the Classification Study Committee for review at their next scheduled meeting. A copy of the date and time stamped form will be sent to the unit member.

## Ia. Unit Member Information

\_\_\_\_\_  
Unit Member Name (Last, First)

\_\_\_\_\_  
Banner ID / A Number

\_\_\_\_\_  
Department / Division

\_\_\_\_\_  
Phone Ext.

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Classification (Appendix A from Contract)

\_\_\_\_\_  
Step & Range (Appendix B)

\_\_\_\_\_  
Time in Current Classification (Years / Months)

\_\_\_\_\_  
Immediate Manager

\_\_\_\_\_  
Phone Ext.

\_\_\_\_\_  
Immediate Manager Title (Dean, Director, Manager, etc.)

## Ib. Position Resources

**Information Sources:** List major sources of information, documents, manuals, etc. required or used for this position. This could include Board Policy, Administrative Procedures, Education Code, etc.

**Specialized Equipment:** List any machinery, motorized equipment, special vehicles, tools, computers, etc. that are required or used for this position.

**Extraordinary Working Conditions:** Describe any special working conditions that affect this position, such as working with hazardous material, infectious diseases, exposure to extreme weather conditions, etc.

## IIa. Classification Study – Position Information

If you are proposing a new classification or a revision of an existing classification, state your rationale:

What are the additional duties that are needed for this position that are not currently in the job description?

How long has the unit member performed the duties that you believe fall outside of the unit member's current job classification? Months: \_\_\_\_\_

### IIb. Classification Study – Essential Duties

For a proposed change to an existing job description, make a copy of the applicable job description(s) and make the following changes:

- Strikeout duties that are no longer needed.
- Add additional needed functions.
- Modify existing functions as appropriate.
- Initial and date the documents.
- Attach documents to your submission of this form to Human Resources.

Have you attached these documents?  Yes  No

### IIIa. Reclassification – Position Information

State your rationale to reclassify the unit member and the proposed new classification from Appendix A of CSEA 262 Contract:

### IIIb. Reclassification – Essential Duties Beyond Current Job Description

List the unit member's current essential duties beyond the current job description including as much of the following as appropriate:

- Describe to what extent the unit member exercises his or her own judgment to complete the work.
- Describe how this work has resulted in increased accountability, authority, or decision-making.
- How long has the unit member been performing this work?
- How is work assigned (verbal or written) and by whom?

**Essential Duty Beyond Current Job Description**

**Frequency**

**Assignment**

Daily  Weekly

Verbal

Monthly  Other

Written

By: \_\_\_\_\_

By: \_\_\_\_\_

Daily  Weekly

Verbal

Monthly  Other

Written

By: \_\_\_\_\_

By: \_\_\_\_\_

Daily  Weekly

Verbal

Monthly  Other

Written

By: \_\_\_\_\_

By: \_\_\_\_\_

Daily  Weekly

Verbal

Monthly  Other

Written

By: \_\_\_\_\_

By: \_\_\_\_\_

Daily  Weekly

Verbal

Monthly  Other

Written

By: \_\_\_\_\_

By: \_\_\_\_\_

#### IV. Unit Member Review

This form was completed by the:  Unit Member  Immediate Manager

➤ **If completed by the unit member:** The information I have provided is accurate and complete.

\_\_\_\_\_  
Unit Member Signature

\_\_\_\_\_  
Date

➤ **If completed by the immediate Manager:** My immediate manager prepared this Request for Reclassification/Classification Study and I  agree  disagree this is an accurate and complete description of my duties.

\_\_\_\_\_  
Unit Member Signature

\_\_\_\_\_  
Date

**If you do not agree with information on this Classification Request, state what you disagree with and explain below why you disagree. Attach an explanation clarifying the issue(s) of concern if necessary.**

Requests submitted to Human Resources by the end of the first working week of each month will be considered by the appropriate committee at their next scheduled meeting. The Reclassification Committee or the Classification Study Committee may contact the unit member for more information or clarification.

After submitting a request, the unit member must wait one (1) year from the date of receipt by Human Resources of the Classification Request Form to submit another request. The reconsideration process does not reset the date for submitting a new request Classification Request Form.

When a recommendation has been submitted, Human Resources shall notify the applicants and the CSEA 262 President of the Committee's recommendation no later than five (5) working days of the determination and will include the rationale for the Committee's recommendation.

**Preferred method of notification of results:**

Email: Email Address \_\_\_\_\_

Phone: Extension or Number \_\_\_\_\_

Letter: Department or Address \_\_\_\_\_

#### V. Immediate Manager Review

The immediate manager must review this request and forward it to Human Resources within 10 working days of receipt. Review Sections II and III and provide an analysis of this request (attach additional pages as necessary). Include comments on the general work assignments within your unit that pertain to this request as appropriate. Do you support this Request?  Yes  No

Comments:

\_\_\_\_\_  
Immediate Manager Signature

\_\_\_\_\_  
Date



**VI. Division Vice President Review**

The division vice president must review this request and forward it to Human Resources within 10 working days of receipt. Review Sections II and III and provide an analysis of this request (attach additional pages as necessary). Include comments on the general work assignments within your unit that pertain to this request as appropriate. Do you support this Request?  Yes  No

Comments:

\_\_\_\_\_  
Division Vice President Signature

\_\_\_\_\_  
Date

**VII. District President/CEO (or designee) & CSEA 262 Chapter President (or designee) Initial Review**

District President Comments:

\_\_\_\_\_  
President/CEO Signature

\_\_\_\_\_  
Date

CSEA 262 Chapter President Comments:

\_\_\_\_\_  
CSEA 262 Chapter President Signature

\_\_\_\_\_  
Date

**VIIIa. Reclassification Committee Recommendation and Rationale**

- This position should not be reclassified and should remain in the current classification
- This position should be reclassified to: \_\_\_\_\_
- This request should be forwarded to Classification Study Committee for review

Rationale:

\_\_\_\_\_  
District Committee Co-Chair's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSEA Committee Co-Chair's Signature

\_\_\_\_\_  
Date

**VIIIb. Classification Study Committee Recommendation and Rationale**

- The existing job description should be revised (see attached)
- The existing job description should remain unchanged
- A new job classification should be established (see attached)
- No new job classification is recommended

Rationale:

\_\_\_\_\_

\_\_\_\_\_

District Committee Co-Chair's Signature

Date

\_\_\_\_\_

\_\_\_\_\_

CSEA Committee Co-Chair's Signature

Date

**IX. Human Resources**

The Vice President of Human Resources shall forward this request to:

- The Board of Trustees for adoption.
- Be processed for Job Analysis review.

Rationale:

\_\_\_\_\_

\_\_\_\_\_

Vice President, Human Resources Signature

Date

**X. District President/CEO (or designee) & CSEA 262 Chapter President (or designee) Final Review**

District President Comments:

\_\_\_\_\_

\_\_\_\_\_

President/CEO Signature

Date

CSEA 262 Chapter President Comments:

\_\_\_\_\_

\_\_\_\_\_

CSEA 262 Chapter President/CEO Signature

Date



## Appendix D-2 Pay Grade or Special Compensation Request Form

### Pay Grade or Special Compensation:

Pay Grade: Each job classification within the CSEA 262 unit may have more than one pay grade in the Salary Schedule. Unit members may be placed in a higher pay grade based on education, training, or skills which are beyond minimum qualifications for the position and are of value to the District for the performance of their duties. Where such additional pay grades are established in the Salary Schedule for a job classification, these high value criteria shall be included in the job description as pay grade criteria for that position, and shall apply to all incumbents in that classification who meet the criteria. Approved pay grades appear in Appendix A as part of the Salary Schedule. Establishment of a higher pay grade will not alter the job duties, minimum qualifications, or range assignment. Unit members may be placed in a higher Salary Schedule pay grade upon hire or through the process described in Article 17, Section 17.03 and Article 8, Section 8.05 which also describes the process for creating such higher Salary Schedule pay grades.

Special Compensation: Skills identified as eligible for Special Compensation by the California Public Employees' Retirement System in CCR Title 2 571(a)(4) are eligible to unit members in a job classification who are similarly situated and routinely and consistently utilize that skill in performance of the duties in that job classification.

### Classification Request type:

- Special Compensation Request..... Complete sections I, II, IV
- New Pay Grade Proposal..... Complete sections I, III, IV

### Form Checklist:

I have obtained a copy of one of the following from the HR website:

- Special Compensation categories available at [Mt. SAC Human Resource forms webpage](#)
- My job description and Pay Grades from [Mt. SAC CSEA 262 Job Descriptions webpage](#)
- I understand this form must be filled out completely. Incomplete forms will be returned.
- I have signed and dated the forms and initialed and dated any supplemental attachments.

### Subject Matter Experts Recommended to be Interviewed (3 maximum):

Name: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Info: \_\_\_\_\_

### Ways to submit form:

- Email as an attachment to the Vice President, Human Resources
- Campus mail or hand deliver to Human Resources

Human Resources will date and time stamp the form, which will signify its official receipt. A copy of the date and time stamped form will be sent to the unit member. Human Resources shall forward requests submitted by the end of the first working week of each month to the Reclassification Committee (Special Compensation) or the Classification Study Committee (New Pay Grade) for review at their next scheduled meeting. The Committee may contact the unit member for more information or clarification.

## I. Unit Member Information

Unit Member Name (Last, First)	Banner ID / A Number	
Department / Division	Phone Ext.	E-Mail Address
Classification (Appendix A from Contract)	Step & Range (Appendix B)	Time in Current Classification (Years / Months)
Immediate Manager	Phone Ext.	Immediate Manager Title (Dean, Director, Manager, etc.)

## IIA. Position Information

Summarize the main purposes of the unit member's position; include the position's general function and overall level of responsibility.

## IIB. SIDE-BY-SIDE COMPARISON OF DUTIES:

In the section below, please provide information about how your education, training, or special skill relates to the work you are doing (Article 17.02). List each applicable bullet from the "Essential Duties" of your job description (<https://www.mtsac.edu/hr/jobdescriptions/csea262.html>) in the left column (one duty per row). In the center column, indicate whether the evidence is a degree, certificate, training, or transcript. In the right column, indicate from what institution the degree, certificate, training, or transcript was earned. Please include how you acquired this skill, e.g. education (degree, certificate, etc.) along with the institution (college, trade school, etc.). Attach a copy of the degree, certificate, or transcript to this request form.

### ESSENTIAL DUTY FROM JOB DESCRIPTION

*Example:*

Composes, types, edits, and proofreads a variety of complex documents, including forms, memos, statistical and analytical reports, organization charts, program plans, and correspondence for division staff from rough draft, dictation equipment, handwritten copy, verbal instructions, or from other material using a computer; inputs and retrieves data and text using a computer terminal; checks draft documents for punctuation, spelling, and grammar; makes or suggests corrections to drafts.

### EVIDENCE

*Example (choose from):*

Transcript  
 Training w/ Certificate  
 Certificate (Educational)  
 Degree (2 Year)  
 Degree (4 Year)  
 Degree (Doctorate)

### INSTITUTION

*Example:*

Cal Poly Pomona

### III. Special Compensation Information

The Special Compensations work must not be part of the duties and essential functions unit member's job classification. Refer to Appendix B-2 and/or California Code of Regulations §571 for Cal PERS Special Compensations categories.

**Which Special Compensation category work does the unit member perform?**

**How routinely and consistently does the unit member perform the work believed to warrant Special Compensation:**

State the rationale for how the Special Compensation work is of value to the District and therefore warrants Special Compensation.

### IV. Pay Grade

This form was completed by the:  Unit Member  Immediate Manager

**Do not use this form to apply for an existing pay grade. Instead, review the criteria for the pay grade and contact Human Resources.**

To propose a New Pay Grade, attach a copy of the job description and describe any criteria such as knowledge, education, skills or training that demonstrates added value to the College for those in this job classification. Provide documentation to verify the unit member meets the criteria for higher pay grade. Have you attached these documents?  Yes  No

**Knowledge, Education, Certificates, units earned, industry credentials, professional licenses, or other objectively verifiable skill (e.g., Commercial Class A License, First Aid/CPR):**

**Rational of added value to the College for those in this job classification:**

### V. Unit Member Review

This form was completed by the:  Unit Member  Immediate Manager

➤ **If completed by the unit member:** The information I have provided is accurate and complete.

\_\_\_\_\_  
Unit Member Signature

\_\_\_\_\_  
Date

➤ **If completed by the immediate Manager:** My immediate manager prepared this Request for Pay Grade / Special Compensation and I  agree  disagree this is an accurate and complete description of my duties.

\_\_\_\_\_  
Unit Member Signature

\_\_\_\_\_  
Date

**If you do not agree with information on this Classification Request, state what you disagree with and explain below why you disagree. Attach an explanation clarifying the issue(s) of concern if necessary.**

When a recommendation has been submitted, Human Resources shall notify the applicants and the CSEA 262 President of the Committee's recommendation no later than five (5) working days of the determination and will include the rationale for the Committee's recommendation.

**Preferred method of notification of results:**

Email: Email Address \_\_\_\_\_

Phone: Extension or Number \_\_\_\_\_

Letter: Department or Address \_\_\_\_\_

**VI. Immediate Manager Review**

The immediate manager must review this request and forward it to Human Resources within 10 working days of receipt. Review Sections II and III and provide an analysis of this request (attach additional pages as necessary). Include comments on the general work assignments within your unit that pertain to this request as appropriate. Do you support this Request?  Yes  No

Comments:

\_\_\_\_\_  
Immediate Manager Signature

\_\_\_\_\_  
Date

## VII. Division Vice President Review

The division vice president must review this request and forward it to Human Resources within 10 working days of receipt. Review Sections II and III and provide an analysis of this request (attach additional pages as necessary). Include comments on the general work assignments within your unit that pertain to this request as appropriate. Do you support this Request?  Yes  No

Comments:

\_\_\_\_\_  
Division Vice President Signature

\_\_\_\_\_  
Date

## VIII. Committee Recommendation and Rationale

This position should not be reclassified and should remain in the current classification

This position should be reclassified to: \_\_\_\_\_

This request should be forwarded to Classification Study Committee for review

Rationale:

\_\_\_\_\_  
District Committee Co-Chair's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSEA Committee Co-Chair's Signature

\_\_\_\_\_  
Date

## IX. Human Resources

The Vice President of Human Resources shall forward this request to:

The Board of Trustees for adoption.

Be processed for Job Analysis review.

Rationale:

\_\_\_\_\_  
Vice President, Human Resources Signature

\_\_\_\_\_  
Date



### Appendix D-3 Reconsideration Request Form

If you disagree with the committee's recommendation, you may submit a reconsideration request to Human Resources for the committee's consideration as provided in Article 17, Section 17.08. This request must be submitted within ten (10) working days of your receiving the notification of the committee's recommendation as acquired in Article 17, Section 17.05.4. Requests for reconsideration must address one or both of the following:

- a. The rationale provided by the committee based on reinterpretation of evidence submitted (please attach a copy of the committee's rationale), and/or
- b. New evidence.

**Reconsideration Request type:**

- |   |   |
|---|---|
| Reclassification Committee                    | Classification Study Committee                |
| <input type="checkbox"/> Reclassification     | <input type="checkbox"/> Classification Study |
| <input type="checkbox"/> Special Compensation | <input type="checkbox"/> Pay Grade Change     |

**Unit Member Information**

_____	_____
Unit Member Name (Last, First)	Banner ID
_____	_____
Phone Number	E-Mail Address

**Unit Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Form Checklist:**

- Written statement:** Please explain why the decision should be reconsidered. Please be specific. You **MUST** attach your written statement (typed preferred, see next page). It is strongly recommended that you provide supporting documentation to verify facts cited on your statement. **Your request will be considered INCOMPLETE without the statement.** An incomplete reconsideration packet will not be reviewed.
- Supporting Documentation:** Documents that provide evidence to support your request are strongly recommended and will be used to determine the reconsideration decision. Sign and date the forms and initial and date any supplemental sheets or documents attached. Please do not attach original documentation because it will not be returned to you. All information is confidential.
- Sign and Date:** Remember to sign and date this page and supporting documents.

**NOTE:** The reconsideration is granted on a case-by-case basis. The Committee may request additional documentation in evaluating your reconsideration.



### Unit Member Written Statement

Please explain why the decision should be reconsidered. Please be specific. Enter your statement in the box below. You may type your statement into the field or paste it from another document. Remember to attach supporting document to the end of this statement.

**For Committee Use only:**

#### Committee Reconsideration Recommendation and Rationale

Incomplete    Approve    Denied

Referrals, Recommendations, Reason(s) for Denials and/or Comments:

\_\_\_\_\_  
District Committee Co-Chair's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSEA Committee Co-Chair's Signature

\_\_\_\_\_  
Date



**Appendix E**

**Grievance Form**

CSEA Chapter 262 Collective Bargaining Agreement, Article 18.02.1: A grievance is a claim by a grievant that there has been a violation, misinterpretation, or misapplication of a provision in this Agreement.

Filing Date: \_\_\_\_\_

Level 1       Level 2       Level 3       Arbitration

Date of alleged violation: \_\_\_\_\_

Name of Grievant (print): \_\_\_\_\_ Ext.: \_\_\_\_\_

Classification / Department: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Ext.: \_\_\_\_\_

Article(s) Violated: \_\_\_\_\_

Date Grievance Occurred (or date you became aware of): \_\_\_\_\_

Briefly explain the nature of the alleged violation (use a separate sheet if necessary):

Briefly explain requested remedy (use separate sheet if necessary):

Box to input previous question information

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSEA Representative

\_\_\_\_\_  
Date

A copy of the District's decision should be forwarded to the above named CSEA Representative.  
District's Decision:



**Appendix F**  
Application for Personal/Professional Growth Benefit – CSEA 262

Name: \_\_\_\_\_

Department: \_\_\_\_\_ Employee No.: \_\_\_\_\_

College/Institution Attended: \_\_\_\_\_ Benefit Year: \_\_\_\_\_

I hereby apply for the following benefit (check appropriate box):

NOTE: These benefit payments are subject to payroll deductions.

A unit member may earn **each** of the following benefits **once** each **contract** year:

**A.**

- \$300 for completing three (3) semester or four (4) quarter units and an additional \$50 for every one (1) semester or one (1) quarter) of lower division credit at a school accredited by one (1) of the following six (6) regional accrediting associations of schools and colleges.
- \$500 for obtaining any job-related licenses and/or certificates at any school accredited by one of the six regional accrediting associations of schools and colleges or an industry-recognized credential.
- \$750 for completing three (3) semester or four (4) quarter units and an additional \$100 for every one (1) semester or one (1) quarter unit of upper division or graduate credit at a school accredited by one (1) of the following six (6) regional accrediting associations of schools and colleges.

New England Association of Schools and Colleges (NEASC), North Central Association Commission on Accreditation and school Improvement (NCA), Middle States Association of Schools and Colleges (MSA), Southern Association of Schools and Colleges (SACS), Western Association of Schools and Colleges (WASC), and Northwest Association of Schools and Colleges (NWCCU).

**B.**

- One-time benefit for degree earned:  
 Associate's – \$1,000     Bachelor's – \$1,500     Master's or higher – \$2,000

I certify that:

I have attached an official transcript or verification of attendance in hours at staff development activities and/or off-campus workshops as proof of satisfactory completion. Sixteen (16) hours equates to one (1) lower division semester unit.

The units were completed during the contract benefit year indicated above.

The units/hours were earned on my own time at no District expense.

I earned a grade of "C" or better on the applicable units.

I understand that an application for the Personal/Professional Growth Benefit may only be submitted one (1) time in any contract year and that any units completed in that year but not listed on this form will not be eligible for this benefit once it is submitted.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President (Managers only)

\_\_\_\_\_  
Date



### Appendix G

## Application for Release Time During Work Hours to Attend Professional Growth Activity

*This form is used to request release time during work hours to attend workshops, seminars, and training related to a unit member's current job classification per Article 20.03 Personal/Professional Growth of the Agreement. Immediate manager approval is not necessary for activities outside of work hours. Unit members must submit this form to their immediate manager a minimum of fourteen (14) days prior to the start of the activity. The immediate manager will respond in a timely manner sufficient to provide the opportunity for unit member to attend the activity.*

_____ Department / Division	_____ Employee ID	_____ Job Title
_____ Workshop Title	_____ CPDC Cert. # (if applicable)	_____ Workshop Date
_____ Workshop Location	_____ Workshop Start/End Times	_____ Number of Hours

Requested by:     Unit Member     Manager     District

Briefly explain how attending this workshop will improve your skills in your current job classification

_____ Unit Member Signature	_____ Date Submitted	_____ Immediate Manager's Name
--------------------------------	-------------------------	-----------------------------------

Request is:     Approved     Denied (provide reason below)\*

Request was denied for the following reason(s):

_____ Immediate Manager's Signature	_____ Date Responded
--	-------------------------

*\*Per Article 20.03.1 in the Agreement between CSEA 262 and the District: If the request is denied, the immediate manager shall provide a written reason on the Professional Growth Workshop Form. Such reasons must be related to the operation of the unit in which the unit member serves or is not related to the unit member's job classification.*

Attach information for this workshop that will assist with the determination of job relatedness (i.e., workshop/seminar description or POD description).

**Return completed form to Human Resources, Building 4, Room 1460 to be filed in the unit member's personnel file.**

## Appendix H: Holidays for Classified Employees – CSEA 262

<b>HOLIDAY</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
Independence Day	Tuesday, July 4	Thursday, July 4	10 hours Floating Holiday**
Labor Day	Monday, September 4,	Monday, September 2,	Monday, September 1
Veteran’s Day	Friday, November 10	Monday, November 11	Tuesday, November 11
Thanksgiving Day	Thursday, November 23	Thursday, November 28	Thursday, November 27
Day After Thanksgiving*	Friday, November 24	Friday, November 29	Friday, November 28
Winter Recess	Thursday, December 21	Monday, December 23	Tuesday, December 23
Winter Recess	Friday, December 22	Tuesday, December 24	Wednesday, December 24
Winter Recess	Monday, December 25	Wednesday, December 25	Thursday, December 25
Winter Recess	Tuesday, December 26	Thursday, December 26	Friday, December 26
Winter Recess	Wednesday, December 27	Friday, December 27	Monday, December 29
Winter Recess	Thursday, December 28	Monday, December 30	Tuesday, December 30
Winter Recess	Friday, December 29	Tuesday, December 31	Wednesday, December 31
Winter Recess	Monday, January 1	Wednesday, January 1	Thursday, January 1
Martin Luther King, Jr. Day	Monday, January 15	Monday, January 20	Monday, January 19
Lincoln’s Birthday	Friday, February 16	Friday, February 14	Friday, February 13
Washington’s Birthday	Monday, February 19	Monday, February 17	Monday, February 16
Cesar Chavez Day	Monday, April 1	Monday, March 31	Tuesday, March 31
Memorial Day	Monday, May 27	Monday, May 26	Monday, May 25
Juneteenth National Independence Day	Wednesday, June 19	Thursday, June 19	10 hours Floating Holiday**
Floating Holiday	20 Hours	20 Hours	40 Hours
<b>Total</b>	19 Days + 20 Hours	19 Days + 20 Hours	17 Days + 40 Hours

\*In lieu of Admissions Day (Education Code 88205.5)      \*\*See Article: 11.0

## Appendix I: Index

1. **Adjusted Service Date** – Referenced in Article: 08.05
2. **Anniversary Date** – Referenced in Articles: 08.04, 14.06, 17.09.3
3. **Appeal** – Referenced in Articles: 04.12, 16.05
4. **Appointment Date** – Referenced in Appendix C
5. **Arbitration** – Referenced in Articles: 5B, 18.05, 18.05.1, 18.06.2, 24.01, Appendix E Grievance Form
6. **Arbitrator** – Referenced in Articles: 18.05.2-18.05.5, 18.06, 18.06.1, 18.06.2
7. **Bereavement Leave** – Referenced in Articles: 13.01, 13.10.2.3, 13.11.1.1, 13.11.1.4, 13.11.1.8
8. **Catastrophic Illness or Injury** – Referenced in Articles: 13.10.2.4, 13.10.3.3, Appendix M-2
9. **Catastrophic Leave Bank (Bank)** – Referenced in Articles: 13.10.1, 13.10.1.3, 13.10.2.1, 13.10.3.4, 13.10.4.2, Appendix K, Appendix M
10. **Classification** – Referenced in Articles: 03.01, 03.02.02-03.02.06, 04.22.03, 04.22.04, 04.22.06.03, 04.22.07.01, 04.22.07.02, 04.22.09, 04.22.10, 04.22.10.01-04.22.10.03, 04.22.11, 04.22.11.01, 04.22.11.02, 07.03, 07.04, 08.02, 08.05, 10.05.7, 11.03.3, 13.04, 14.01, 14.03.1, 14.03.2, 14.04.2, 14.05.2, 16.07, Article 17, 17.3, 17.01.1-17.01.3, 17.02.1, 17.02.3, 17.02.4.1, 17.03.2, 17.03.2.2, 17.03.2.3, 17.03.3, 17.03.4, 17.03.5.2, 17.04.1, 17.05.3.3, 17.05.3.3, 17.05.3.5, 17.06, 17.06.1, 17.06.3, 17.06.4, 17.06.4.2, 17.06.4.3, 17.07, 17.01.1, 17.07.2, 17.07.5, 17.07.6, 17.07.6.2, 17.07.6.5, 17.07.6.5.1-17.06.6.5.5, 17.07.7, 17.08.3, 17.09.1, 19.02.6, 19.03.3, 19.03.5, 19.04, 19.04.4, 19.06.3, 19.06.4, 20.03.1.1, 20.03.1.2, 20.03.2.2, Appendices D, Appendix A, Appendix B-2, Appendix C
11. **Classification Procedure – Type 1 – Reclassification** – Referenced in Articles: 17.0101, 17.02.1, 17.02.3, 17.02.4, 17.02.4.2, 17.02.4.3, 17.03.5.2, 17.04.1, 17.05.1-17.05.3, 17.05.3.1-17.05.3.3, 17.06, 17.06.4.2, 17.01.1, 17.09.3, and Appendix D-1, Appendix D-3.
12. **Classification Procedure – Type 2 – Pay Grade Changes or Special Compensation** – Referenced in Articles: 17.0102, 17.0301, 17.03.2.1-17.03.2.3, 17.03.3, 17.03.5, 17.03.5.1, 17.03.5.3, 17.03.6, 17.03.7, 17.04.1, 17.05.2, 17.05.3.2, Appendix B-2, Appendix D-2, Appendix D-3.
13. **Classification Procedure – Type 3 – Classification Study** – Referenced in Articles: Referenced in Articles: 17.01.3, 17.03.5.2, 17.05.3, 17.05.3.3, 17.05.3.5, 17.06.1, 17.06.3, 17.06.4.3, 17.07.5, 17.07.7, Appendix D-1, Appendix D-2, Appendix D-3.
14. **Compensatory (Comp.) Time Off** – Referenced in Articles: 13.10.3.5, 13.10.5.3, 10.08, 10.08.1, 10.08.2, 10.08.3
15. **Disciplinary Action** – Referenced in Articles: 13.0604., 14.04.4, 15.01.2.
16. **Eligible Leave** – Referenced in Articles: 13.10.1, 13.10.2.2, 13.10.4.1, 13.10.4.2, Appendix M-2, Appendix M.
17. **Family Illness Leave** – Referenced in Articles: 13.06, 13.06.1, 13.06.3.
18. **Family Medical Leave Act** – Referenced in Article: 13.07.
19. **Fiscal Year** – Referenced in Articles: 04.22.02, 13.03.3, 12.03.4, 12.07.1, 13.05, 13.08.1, 13.08.6, 13.09, 13.10.1.6, 20.01.5, 20.04.3, 20.05.2, Appendix I-1, Appendix J, Appendix K.

20. **Floating Holidays** – Referenced in Articles: 10.01.4.3, 10.13.11.1.2, 11.05, 11.05.1-11.05.5, 13.10.3.5, 13.10.5.3, Appendix J.
21. **Grievance** – Referenced in Articles: 04.12, 5.B, 15.01.1, 15.01.3, 16.05, 17.10, 18, 18.02.1, 18.03.2, 18.03.3, 18.03.5, 18.03.6, 18.03.8, 18.03.20, 18.04.1.1, 18.04.1.2, 18.04.2.1, 18.04.2.2, 18.04.2.3, 18.04.3.1, 18.04.3.2, 18.04.3.3, 18.05.3, 23.02, Appendices D, Appendix E.
22. **Grievant** – Referenced in Articles: 18.02.1, 18.02.2, 18.03.2, 18.03.3, 18.03.5, 18.03.6, 18.03.8, 18.03.9, 18.03.10, 18.03.13, 18.03.18, 18.04.1.1, 18.04.1.2, 18.04.1.3, 18.04.2.1, 18.04.2.2, 18.04.2.3, 18.04.3.1, 18.04.3.3, 18.05.1, 18.05.2, 18.06.2, Appendix E.
23. **Immediate Manager** – Referenced in Articles: 13.11.2, 14.01, 10.13.5, 13.03.2, 13.04, 13.05.7, 13.05.8, Appendix C.
24. **Incumbent** – Referenced in Articles 17.01.1, 19.04, 19.04.1, Appendix D-1.
25. **Industrial Accident or Industrial Illness** – Referenced in Articles: 13.08, 13.08.3, 13.08.5, 13.08.6, 13.08.7, 13.08.9, 13.10.3.2, Article 13.
26. **Jury Duty Leave** – Referenced In Articles: 13, 13.03.
27. **Length of Service** – Referenced in Article: 19.01.
28. **Longevity Date** – Referenced in Articles: 08.05, 12.03.
29. **Minimum Qualifications** – Referenced in Articles: 17.02, 19.06, and Appendix D-2.
30. **Part-time Unit Member** – Referenced in Articles: 08.06, 11.04.3, 13.11.2.1.
31. **Original Hire Date** – Referenced in Article: 04.02.22
32. **Personal Necessity Leave** – Referenced in Articles: 13, 13.11, 13.11.2, 13.11.3.
33. **Permanent Employee** – Referenced in Article: 10.13.2.1 and Appendix C.
34. **Probationary Employee** – Referenced in Article: 16.06 and Appendix C.
35. **Professional Expert** – Referenced in Articles: 03.02.01, 04.22.01, 04.22.02, 04.22.05, 04.22.06, 04.22.08.
36. **PERB** – Referenced in Article: 03.02.06 and Appendix I-2.
37. **CalPERS** – Referenced in Articles: 09.01.6, 09.03.1.1, 10.13.2.1, Appendix B-2, and Appendix D-2.
38. **Release Time** – Referenced in Articles: 04.08, 04.09, 04.10, 04.11, 04.12, 04.13, 04.14, 04.15, 04.16, 04.17, 04.18, 04.19, 18.03.5, 20.02, 20.03.1, 20.03.1.1, 20.03.2, 20.04.3.1, 20.06, 21.03, Appendix G, Appendix C, Appendix G, and Appendix I-4.
39. **Salary Schedule** – Referenced in Articles: 24-A, 24-B, 08.01, 14.06, 17.01.2, 17.07.6.3, 17.09.2, Appendix A, Appendix B, and Appendix D-2.
40. **Seniority** – Referenced in Articles: 19.03, 19.03.1, 19.03.2, 19.03.3, 19.03.4, 19.03.5, 19.04, 19.04.2, 19.04.4, 19.06, 11.03.4, 13.08.10, 14.03.2, 14.04.3, 14.06, 19.02.4, 19.02.6, and Appendix D.
41. **Seniority Date** – Referenced in Article 19.03.

42. **Short-Term Employee** – Referenced in Article: 19.02.5.
43. **Sick Leave** – Referenced in Articles: 13.05, 13.09, 10.01.2, 12.03.4, 13.01, 13.05, 13.05.1, 3.05.2, 13.05.3, 13.05.4, 13.05.5, 13.05.6, 13.05.9, 13.06, 13.06.4, 13.07.1, 13.08.7, 13.08.9, 13.09, 13.10.2.2, 13.10.2.4, 13.10.3.5, 13.10.5.3, 13.11.1, 13.11.2, 19.06.1, Appendix M, and Appendix M-2.
44. **STRS** – Referenced in Article 09.03.1.
45. **Substitute Employee** – Referenced in Articles: 10.13.10, 10.13.11.1, 10.13.12, and 10.13.13.
46. **Summer Schedule Leave** – Referenced in Articles: 10.13.10, 10.13.11.1, 10.13.12, and 10.13.13.
47. **Unit Member** – Referenced in Articles: 03.01, 04.02, 04.09, 04.10, 04.14, 04.17, 04.19-04.22, 04.22.01, 04.22.06.1, 04.22.06.02, 04.22.10.01, 04.22.10.02, 04.22.11.01, Article 5: A-4, 06.01-06.10, 07.02-07.04, 08.01, 08.03-08.06, 09.01, 09.01.1-09.01.6, 09.02, 09.03, 09.03.1, 09.03.1.1, 09.03.2, 09.03.2.1, 09.03.3, 09.03.3.1, 10.01.2, 10.01.4, 10.01.4.1, 10.01.4.2, 10.01.4.3, 10.04.1-10.04.4, 10.05.1-10.05.7, 10.07.1, 10.07.2, 10.08.1, 10.08.2, 10.08.3, 10.09, 10.10, 10.11, 10.12, 10.13.4, 10.13.5, 10.13.7, 10.13.9, 10.13.10, 10.13.11, 10.13.11.2.2, 10.13.12, 11.03.3, 11.04.1, 11.04.2, 11.04.3, 11.05.1, 11.05.3, 11.05.4, 11.05.5, 10.13.2.2, 10.07, 10.02, 11.02-11.05, 12.01-12.07, 12.02.1, 12.02.2, 12.03.1, 12.03.2, 12.03.3, 12.03.4, 12.03.5, 12.05.1, 12.05.2, 12.05.3, 12.06.1, 12.06.2, 12.07.1, 12.07.2, 13.01-13.12, 13.03.1, 13.03.2, 13.03.3, 13.05.1, 13.05.2, 13.05.3, 13.05.5, 13.05.6, 13.05.7, 13.05.8, 13.05.9, 13.06.1, 13.06.2, 13.06.3, 13.06.4, 13.07.1, 13.07.2, 13.07.3, 13.08.4, 13.08.6, 13.08.7, 13.08.8, 13.08.9, 13.08.10, 13.08.11, 13.08.12, 13.10.1.1, 13.10.1.2, 13.10.1.3, 13.10.1.5, 13.10.1.6, 13.10.2.4, 13.10.3.1, 13.10.3.2, 13.10.3.3, 13.10.3.4, 13.10.3.5, 13.10.3.6, 13.10.4.2.1, 13.10.4.3, 13.10.4.4, 13.10.5.1, 13.11.1, 13.11.1.4, 13.11.1.5, 13.11.1.6, 13.11.1.7, 13.11.1.11, 13.11.2.1, 14.02.2, 14.03.2, 14.04.1, 14.04.2, 14.04.3, 14.05, 14.05.1, 14.05.2, 14.05.3, 14.06, 16.01.3, 16.03.1, 16.03.2, 16.04, 17.01.1, 17.01.2, 17.02.2, 17.02.3, 17.02.4, 17.02.4.1, 17.03.2.2, 17.03.3, 17.03.4, 17.03.5, 17.03.5.3, 17.03.5.4, 17.04.1, 17.05.3.2, 17.06.3, 17.06.2, 17.06.3, 17.06.4.1, 17.06.4.2, 17.05.3.2, 17.07.6.3, 17.07.2, 17.08.1, 17.08.3, 17.09.2, 17.03.2, 18.01, 18.02.2, 18.03.3, 18.03.6, 18.03.16, 19.01, 19.02.1, 19.02.2, 19.02.4, 19.02.5, 19.02.6, 19.02.8, 19.02.9, 19.03.4, 19.03.5, 19.04, 19.04.1, 19.04.2, 19.04.3, 19.04.4, 19.05, 19.06, 19.06.1, 19.06.2, 19.06.3, 19.06.4, 20.01, 20.01.5, 20.02, 20.02.1, 20.02.2, 20.02.3, 20.03.1, 20.03.1.1, 20.03.1.2, 20.03.1.3, 20.03.2.1, 20.03.2.2, and Article 17: 1-6.
48. **Unit Member Representation** – Referenced in Articles: 04.12, 04.13, 04.19, 06.10, 16.03.2, 17.02.3, 17.07.4, 18.03.10, and 24.02.





## **Appendix J**

### Definitions

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1. Fiscal Year – July 1 (of one year) through June 30 (of the next year).
2. PERB – Public Employee Relations Board.
3. PERS – Public Employee Retirement System.
4. Release Time – Release time from regular assignment to perform other duties.





## Employee Work Schedule Designation/Change Form Instructions

### Human Resources:

This form is used to designate the work schedule for newly hired unit members. Include this form with the Acceptance of Employment form. Complete all known information on the form prior to releasing it to the unit member or manager.

For schedule changes, confirm that the unit member's new schedule is consistent with their required hours per week. Also determine if the new schedule is eligible for a shift differential premium and, if so, the percentage. **Ensure that any schedules changes do not result in the loss of a unit member's current shift differential premium. All changes (addition or removal) to a unit member's shift differential premium must be reported using the Employee Change of Status process.**

Provide one (1) copy of this form to the Payroll Department. If the form identifies a manager requested permanent schedule change, provide one (1) copy to the CSEA 262 Chapter President.

### Managers:

For a newly hired unit member, confirm all of the information on the form is correct. Ensure that the hours per week, months per year, effective date (start date) and work schedule are correct.

Also, use this form to report any changes to a unit member's work schedule. Note: District-wide schedule changes (i.e. Summer Schedule) need not be reported to Human Resources. For manager requested permanent changes to a unit member's work schedule, thirty (30) days written notice is required. Provide the unit member with the completed form at least thirty (30) days prior to the effective date of the permanent schedule change. For manager requested temporary changes to a unit member's work schedule, seven (7) days written notice is required. Note: The seven (7) days notice may be waived by mutual consent. Provide the unit member with the completed form at least seven (7) days prior to the effective date of the temporary schedule change.

Review the information on the form with the unit member. Both the unit member and the manager shall sign the form. The manager will then make one (1) copy for the unit member and one (1) copy for their own records. The manager will then forward the original signed form to Human Resources.

*The following articles from the CSEA 262 Collective Bargaining Agreement address changes to unit members' work schedules, when overtime is due, and when a unit member is entitled to a shift differential premium.*

10.01.4.1 **Permanent Changes:** Work schedules for unit members will be assigned as required to meet the operational needs of the District in accordance with Government Code Section [3543.2](#). The District will consult with the unit member in advance of any permanent change in the unit member's schedule. The District shall provide the unit member and CSEA with a thirty (30) day written notice of changes in the unit member's schedule. Work schedules will not be changed for circumventing overtime rights or shift differentials as defined in this agreement.

Unit members may request a permanent change to their work schedules, subject to approval by the immediate manager.

10.01.4.2 **Temporary Changes:** Temporary changes to work schedules for unit members may be made to accommodate extenuating circumstances or emergent operational needs of the District. The District will consult with the unit member in advance of any temporary change in the unit member's schedule. The District shall provide the unit member with a seven (7) day written notice of changes in the unit member's schedule. The seven (7) day notice may be waived upon mutual agreement of the manager and the unit member.

Unit members may request a temporary change to their work schedules, subject to the approval by the immediate manager.

- 10.05.3 **Overtime:** Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one and one-half (1 1/2) the regular rate of pay of the unit members for all work approved. Overtime is defined to include any time worked in excess of forty (40) hours in any calendar week, or in excess of eight (8) hours in any one (1) day or on any one (1) shift. Full-time employees working on an alternative work schedule will be paid overtime for all hours worked in excess of the required workday or workweek of forty (40) hours.
- 10.06 **Split Shift Differential:** Unit members whose assigned shift contains one (1) or more periods of unpaid time whose total exceed two (2) hours shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for all hours worked.
- 10.07.1 Unit members assigned to a five (5) day workweek, other than Monday through Friday, shall receive an additional three percent (3%) of their base salary, including longevity pay. Unit members regularly assigned to a night work schedule where one-half (1/2) or more of their weekly hours are assigned from 11:00 p.m. to 7:00 a.m. shall receive an additional five percent (5%) of their base salary, including longevity pay. Those employees regularly assigned to a night work schedule where one-half (1/2) or more of their total weekly hours are assigned after 4:00 p.m. shall receive an additional three percent (3%) of their base salary, including longevity pay.
- 10.07.2 Unit members who receive a shift differential premium on the basis of their shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

## Employee Work Schedule Designation/Change Form Examples

*The following examples provide guidance on how to complete the work schedule portion of the form. They also describe some, but not all, alternative work schedules*

Example 1: Standard 5 Day / 40 Hour Per Week Work Schedule										
Begin Time	End Time	Meal Period (in minutes)	Hrs/Day	M	T	W	Th	F	S	Su
8:00AM	5:00PM	60	8	X	X	X	X	X		
Description: Five (5) consecutive eight (8) hour work days per work week.										

Example 2: 4/10 Work Schedule										
Begin Time	End Time	Meal Period (in minutes)	Hrs/Day	M	T	W	Th	F	S	Su
7:00AM	6:00PM	60	10	X	X	X	X			
Description: Four (4) consecutive ten (10) hour work days per work week										

Example 3: 9/80 Work Schedule										
Begin Time	End Time	Meal Period (in minutes)	Hrs/Day	M	T	W	Th	F	S	Su
7:00AM	4:30PM	30	9		X	X	X	X		
7:30AM	4:30PM	60	8	X						
Description: Four (4) consecutive ten (10) hour work days per work week										
Description: Nine (9) work days totaling eighty (80) hours per two week period. The two-week schedule shall consist of eight nine (9) hour work days and one eight (8) hour work day. The eight (8) hour work day of the week shall alternate between eight (8) hours and a regular day off (RDO). The work week shall begin at the midpoint of the eight (8) hour work day and end at the same time on the RDO so that the work week shall consist of forty (40) hours.										

Example 4: 4/9/4 Work Schedule										
Begin Time	End Time	Meal Period (in minutes)	Hrs/Day	M	T	W	Th	F	S	Su
7:00AM	5:00PM	60	9	X	X	X	X			
8:00AM	12:00PM	0	4					X		
Description: Description: Four (4) consecutive nine (9) hour work days followed or preceded by one four (4) hour work day.										





**Appendix M-2**  
Catastrophic Leave Application

*A "Catastrophic Illness" or "Injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family which requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off.*

*Applications must be submitted to the Human Resources Department a minimum of ten (10) working days prior to the start date of the requested leave or as soon as possible if circumstances prevent earlier submission. Employees must include a signed and dated statement from a licensed physician verifying that a serious illness or injury will require prolonged treatment of either the unit member or a family member.*

Classified 262

Employee Name: \_\_\_\_\_ Employee ID Number: \_\_\_\_\_  
Department: \_\_\_\_\_ Position Title: \_\_\_\_\_  
Work Phone: \_\_\_\_\_ Home/Cell Phone: \_\_\_\_\_

I wish to request \_\_\_\_\_ hours of catastrophic leave. (Please attach explanation for requesting leave)

Estimated duration of absence: From \_\_\_\_\_ to \_\_\_\_\_

I estimate that I will exhaust all of my fully paid accrued leaves on \_\_\_\_\_

**Payroll verification: All fully paid leave credits exhausted on \_\_\_\_\_**

In accordance with Education Code Section 87045 verification required:

Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

1. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic illness or injury as required by the governing board of the community college district in which he/she is employed.
2. The governing board of the community college district determines that the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury.
3. The employee has exhausted all fully paid leave credits.

***Human Resources/ Catastrophic Leave Program Committee Use Only***

Date request for leave received: \_\_\_\_\_ Date reviewed by Committee: \_\_\_\_\_

Request approved # of hours: \_\_\_\_\_  Request denied:

Comments:

\_\_\_\_\_  
Employee Group Representative

\_\_\_\_\_  
Deputy Director, Human Resources



## Signature Page

The Mt. San Antonio Community College District and the California School Employees Association, Chapter 262 entered into a comprehensive Agreement for the period July 1, 2023 through June 30, 2026. The parties hereby jointly agree to modify such Agreement for the purpose of establishing a reopener Agreement for the period July 1, 2024 through June 30, 2025. The parties hereby jointly agree to the modifications which are incorporated into this Agreement.

IN WITNESS THEREOF the parties execute this Agreement on the 7th day of August 2024, to become effective on the first day of July, 2024.

### FOR BOARD OF TRUSTEES:

*Martha Garcia*  
Martha Garcia (Mar 26, 2025 17:14 MDT)

Martha Garcia, President/CEO

*Sokha Song*  
Sokha Song (Mar 26, 2025 15:39 PDT)

Sokha Song, Lead Negotiator

Unavailable to Sign

Alexis Carter, District Bargaining Team

*[Signature]*

Rich Lee, District Bargaining Team

*[Signature]*  
Anthony Moore (Mar 26, 2025 15:24 PDT)

Anthony Moore, District Bargaining Team

*Christopher Dickson II*  
Christopher Dickson II (Mar 26, 2025 14:03 PDT)

Christopher Dickson, District Bargaining Team

*Michelle Sampat*

Michelle Sampat, District Bargaining Team

### FOR CSEA, CHAPTER 262

*Rosa Asencio*

Rosa Asencio, Chapter 262 President

*[Signature]*  
Brandon Gillett (Mar 25, 2025 17:13 PDT)

Brandon Gillett, Lead Negotiator

*[Signature]*

Valerie Biller, CSEA 262 Negotiations Team

*Zakiel Gallegos*  
Zakiel Gallegos (Mar 25, 2025 14:51 PDT)

Zakiel Gallegos, CSEA 262 Negotiations Team

*Yvette Garcia*

Yvette Garcia, CSEA 262 Negotiations Team

*Christine Ojeda*  
Christine Ojeda (Mar 25, 2025 11:45 PDT)

Christina Ojeda, CSEA 262 Negotiations Team

*Claudia Ortiz*

Claudia Ortiz, CSEA 262 Negotiations Team

*[Signature]*

Nate Garcia, CSEA 262 Labor Representative