



Collective Bargaining Agreement

Between

Desert Community College District

And

**California School Employees Association
and its Chapter #407**

July 1, 2021 – June 30, 2024

Ratified by CSEA 6/30/2021

Board Approved 7/15/2021

Table of Contents

PREAMBLE..... 3

ARTICLE I: RECOGNITION 3

ARTICLE II: DISTRICT RIGHTS 3

ARTICLE III: ASSOCIATION RIGHTS 4

ARTICLE IV: GRIEVANCE PROCEDURE 8

ARTICLE V: EMPLOYEE RIGHTS..... 12

ARTICLE VI: CLASSIFICATION AND RECLASSIFICATION 14

ARTICLE VII: COMPENSATION 22

ARTICLE VIII: COMPENSATION IN ADDITION TO SALARY 23

ARTICLE IX: HEALTH AND WELFARE BENEFITS 25

ARTICLE X: RETIREMENT BENEFITS 29

ARTICLE XI: HOURS 31

ARTICLE XII: LEAVES 35

ARTICLE XIII: VACATION..... 43

ARTICLE XIV: HOLIDAYS 45

ARTICLE XV: TRANSFERS and VACANCIES 47

ARTICLE XVI: PROFESSIONAL GROWTH, STAFF DEVELOPMENT 49
& DEPENDENT WAIVERS 49

ARTICLE XVII: EVALUATION PROCEDURES..... 53

ARTICLE XVIII: LAYOFF 54

ARTICLE XIX: DISCIPLINE 56

ARTICLE XX: CONCERTED ACTIVITIES 63

ARTICLE XXI: SAFETY..... 63

ARTICLE XXII: ORGANIZATIONAL SECURITY 63

ARTICLE XXIII: SECURITY HOURS & ASSIGNMENTS..... 64

ARTICLE XXIV: EFFECT OF AGREEMENT 65

ARTICLE XXV: TERM 66

APPENDIX A: CLASSIFIED SALARY SCHEDULE 67

APPENDIX B: UNIT MEMBERS 70

APPENDIX C: SUPERINTENDENT/PRESIDENT'S EMPLOYEE HEALTH AND WELFARE BENEFITS COMMITTEE 70

APPENDIX D: MEMORANDUM OF UNDERSTANDING, BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #407, AND THE DESERT COMMUNITY COLLEGE DISTRICT REGARDING THE INSTALLATION OF THE ELEMENTS OF THE ARBORETUM 71

APPENDIX F: DOMESTIC PARTNERS HEALTH BENEFITS 75

APPENDIX G: EVALUATION FACTORS 86

PREAMBLE

This is an agreement made and entered into this 1st day of July, 2018 between the Desert Community College District (hereinafter referred to as "District") and the California School Employees Association and its College of the Desert and its Chapter #407 (hereinafter referred to as CSEA).

ARTICLE I: RECOGNITION

This District confirms its recognition of CSEA as the exclusive representative as provided in Government Code Section 3540 for that unit of employees listed in attached **APPENDIX B**.

The District agrees to provide written notice to the CSEA Chapter President and to the Labor Relations Representative, with sufficient opportunity to bargain changes to hours, wages, and terms and conditions of employment prior to implementation of any such changes, in accordance with EERA.

All written notice, statements or other instruments required by the terms of the Collective Bargaining Agreement or law shall be deemed duly given, served or delivered either (A) upon personal deliver, or (B) upon delivery by email noting in the subject line an attached notification letter and by mailing the same by United States mail to the Chapter President and Labor Relations Representative at the address as set forth below:

ASSOCIATION: President, CSEA Chapter #407
 C/O California School Employees Association
 Address of Record

Assigned CSEA Staff Person for Chapter 407
c/o California School Employees Association
10211 Trademark St., Unit A
Rancho Cucamonga, CA 91730

ARTICLE II: DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control operations to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify

facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenues; contract out work except as limited by the Education Code; and take action on any matter in the event of an emergency including amending or modifying provisions in this agreement for the duration of the emergency period. An emergency is defined as an act of God or unforeseen circumstances requiring immediate attention. The determination of whether or not an emergency exists is solely within the discretion of the Board. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

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

ARTICLE III: ASSOCIATION RIGHTS

3.1 Subject to prior approval by the Superintendent/President or designee, authorized CSEA representatives shall have the right to reasonable use of District facilities at times other than normal working hours and/or hours of student instruction for the purposes of transacting lawful CSEA business provided such use does not interfere with the school operation or duties of unit members, and, provided further such authorized CSEA representatives first fully comply with the appropriate District Civic Center permit procedures.

3.2 Authorized CSEA representatives shall have the right to post notices with appropriate CSEA identification regarding activities and matters of legitimate CSEA concern via email, electronic media, and/or designated bulletin boards, at least one of which shall be provided at each school site in area frequented by unit members. Any CSEA use of email and/or District network shall be consistent with District data standards. In addition, and to the extent permitted by law, the CSEA shall have the right to use the District mail service and mail boxes for communications to unit members concerning activities and matters of legitimate CSEA concern. Copies of all materials posted or distributed shall be mailed to the President or designee.

3.3 NEW EMPLOYEE ORIENTATION

A. NOTICE TO CSEA

The District shall provide CSEA notice of any newly hired employee by the first of each month with the following employee information: full name; date of hire; classification and title; work site locations(s). CSEA will maintain the privacy of the employee's information.

“Newly hired employee” includes all employees who are or have been previously employed by the district and whose current position places them in the bargaining unit

represented by CSEA. For these employees, the “date of hire” is the date upon which the employee was placed in the bargaining unit.

B. DISTRICT PROVISION OF CSEA MEMBERSHIP PACKET

The District shall include the CSEA membership packet in the employee onboarding packet of District materials provided to any newly hired employee. CSEA shall provide copies of the CSEA membership packet to the District for distribution.

C. ORIENTATION SESSIONS

The Association shall be given the opportunity for up to two representatives, with release time, to attend District orientation meetings for new classified employee(s). Time, not to exceed 30 additional minutes, will be allotted to the Association at the end of the orientation to meet with the new employee(s) who shall remain on paid time. Said release time shall not be counted against the total hours allotted for Presidential Paid Release Time contained elsewhere in the collective bargaining agreement. During CSEA’s orientation session, no District manager, supervisor, or non-unit employee shall be present. The CSEA Labor Relations Representative may attend the orientation session.

In the event the District does not schedule at least one orientation each primary term, (meaning, Fall or Spring semester) for new classified employee(s), CSEA shall have the right to conduct an orientation session for unit members.

- 3.4 The District shall provide CSEA with a seniority roster by July 31st of each year.
- 3.5 The District shall grant each elected CSEA representative release time for up to forty (40) hours each year to attend the CSEA Annual Conference, with not more than one representative from the same work area of less than five (5) unit members. The District shall reimburse the representatives for all reasonable costs for transportation, lodging and meals in accordance with existing District policy up to an annual amount, for the representatives, of six hundred dollars (\$600).
- 3.6 Upon request of CSEA, the governing board of the District shall grant a leave of absence without loss of compensation, to a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by CSEA.
- 3.7 Except as provided elsewhere in this Agreement, all Association business shall be conducted outside of regular working hours. Nothing in this subsection shall inhibit the Association’s statutory right to represent its members.

3.8 RELEASE TIME FOR NEGOTIATION PURPOSES:

To satisfy the requirements of Chapter 10.7 of the Government Code, the Association shall be granted released time for a bargaining team of not more than five (5) members with not more than one member from the same work area of less than five (5) unit members. Released time for each bargaining session shall be for the time of the bargaining session with District representatives only. On days when negotiations occur, the team shall be allowed one hour for pre- and one hour for post-negotiations meetings among themselves and/or with the CSEA Labor Relations Representative. A listing of the names and assigned District work locations of team members and alternates shall be submitted to the Vice President of Human Resources and Employee Relations prior to the first day of the Fall Semester and again prior to the first working day of the Spring Semester each year. Mid-semester changes in team membership shall be noticed to the Vice President of Human Resources and Labor Relations within two working days after such changes. The Vice President of Human Resources and Employee Relations shall record and maintain a log of all time used by each member of the Bargaining Team.

3.9 PRESIDENTIAL PAID RELEASE TIME: The CSEA Chapter President shall be granted three hundred (300) hours of paid release time per school year to be used for Association business. The Chapter President shall designate bargaining unit members other than the President to use portions of this allocation as needed.

- A. A Request for Release Time form (Appendix E) must be submitted to the supervisor or designee at least three (3) working days in advance prior to such release. Approval of such release time shall be presumed unless denied in writing by the supervisor or designee. Approval shall not be unreasonable denied.
- B. Any paid hours beyond the three hundred (300) hours require prior approval from the Vice President of Human Resources and Employee Relations.

3.10 RELEASE TIME FOR ATTENDANCE AT GOVERNANCE MEETINGS:

The President of CSEA Chapter #407 or designee shall be released to serve on shared governance committees and/or when requested by the Superintendent/President of the college. The names and work assignments of those who are to be released shall be submitted to the Vice President of Human Resources and Employee Relations and the unit member's immediate supervisor each semester prior to attendance at any meeting.

3.11 RELEASE TIME FOR ATTENDANCE AT AD HOC PRESIDENTIAL COMMITTEE MEETINGS:

Members will be released as needed to attend meetings of ad hoc committees to which they are appointed by CSEA at the request of the Superintendent/President of the College. The names and work assignments of those who are to be released shall be submitted to the Vice President of Human Resources and Employee Relations and the unit member or alternate's

immediate supervisor each academic semester prior to attendance at any meeting. CSEA is to make every effort to see that appointments to committees are rotated among different unit members on an annual basis.

3.12 RELEASE TIME FOR BOARD MEETINGS:

The association President or designee shall have the right to attend Board meetings to represent the bargaining unit. Release time is provided only when board meetings are held during the President or designee's working hours.

3.13 RELEASE TIME FOR MONTHLY UNIT MEMBERSHIP MEETINGS:

Once each month during the school year, September through May, all unit members will be released for one and one half (1.5) hours to attend a general meeting of the Association. The hour and one half is to be selected in such a manner to least interfere with members' assigned duties, but in such a manner as to allow attendance by the greatest number of unit members. The regular monthly membership meeting shall be held at a regularly scheduled time, which shall fall on the same day of the week, week of the month and hour of the day unless such would cause severe hardship upon the membership. If the regular meeting time is not to be observed for any reason, the Association President shall notify the College Superintendent/President the proposal for change, and the reason for the change, not less than five (5) working days prior to the date and time of the meeting. The time and place of these general meetings shall be reported to the College Superintendent/President for concurrence.

3.14 The District will provide office space to be used exclusively for CSEA.

3.15 CSEA Chapter #407 recognizes the impact on District functions when released time is used and is committed to taking that into consideration when making committee appointments. CSEA #407 will, to the best of its ability, equalize those appointments throughout the bargaining unit. CSEA # 407 will notify all bargaining unit members by sending a memo to each of them about committee assignments between August 15th and September 22nd of each year. No committee assignments shall be made by CSEA #407 until each member of the bargaining unit has had an opportunity to determine if he/she is interested in serving on a committee and has been given at least two weeks prior notification prior to committee assignments being made by CSEA.

3.16 CSEA may review the unit member's personnel file when accompanied by the unit member or in the absence of the unit member, a CSEA representative may review the unit member's file providing the representative has a signed authorization from the unit member. The authorization from the unit member shall allow the CSEA representative the right to receive copies of any documents he/she deems necessary provided that the total number of pages does not exceed twenty (20). If more than twenty (20) pages are required, CSEA will be billed for all additional pages at a rate equal to the current per page rate charged the public for copying any other District documents.

- 3.17 Distribution of the monthly Board packet shall include a searchable electronic file which shall be sent to the Chapter President of CSEA Chapter 407 and to the current CSEA Labor Relations Representative via email as soon as it is available.

ARTICLE IV: GRIEVANCE PROCEDURE

4.1 ATTEMPT AT INFORMAL RESOLUTION OF ISSUE(S)

- A. Before filing a formal written Grievance, pursuant to Article 4.3 the Grievant shall attempt to resolve the issue(s) by an informal conference with his/her immediate supervisor within fifteen (15) days after the occurrence of the act or omission giving rise to the Grievance, or within (15) days after which the Grievant could have reasonably been expected to have known of the act or omission giving rise to the Grievance.
- B. At the time of scheduling the informal conference, the employee will inform the immediate supervisor that the meeting will be for the purpose of holding an “informal grievance conference” and indicate the topic for discussion.
- C. Within ten (10) days of the informal meeting, the immediate supervisor shall respond to the Grievant in writing.
- D. If the issue(s) is not resolved as a result of the informal procedure identified above, a formal Grievance Procedure is available.

4.2 DEFINITIONS

- A. "Grievance" is a formal written allegation by a Grievant that there has been a violation, misapplication or misinterpretation of the provisions of the Agreement.
- B. A "Grievant" is a unit member or CSEA.
- C. A "day" is any day in which the central administrative office of the District is open for business.
- D. The "immediate supervisor" is the lowest level manager/supervisor having immediate jurisdiction over the Grievant.

4.3 FORMAL LEVEL

STEP ONE

- A. Within fifteen (15) days after the receipt of the immediate supervisor's response to the informal conference, or within fifteen (15) days from the expiration of the supervisor's timeline per 4.1C. Grievant must present his/her Grievance in writing on the appropriate

form to his/her immediate supervisor. This statement shall be a clear, concise statement of the Grievance, including the sections of this Agreement that the Grievant alleges has been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

- B. If CSEA files a grievance either on behalf of an employee(s) or in his/her own name alleging that a grievance has occurred with respect to a member(s) of the bargaining unit, CSEA shall send a copy of the grievance on the same date it is filed with the District to the known employee(s) whose rights have been alleged to have been violated as set forth in the grievance filed by CSEA. The grievance is being sent to the employee(s) to notify the employee(s) that the grievance has been filed, not for the employee's authorization to file the grievance. The time in which CSEA has to file a grievance as set forth herein shall be the same as set forth in Article 4.3A.
- C. The immediate supervisor shall communicate his/her decision in writing to the Grievant within ten (10) days after receiving the Grievance. If the immediate supervisor does not respond within the time limits, the Grievant may appeal directly to the next step.
- D. Within the above time limits, either party may request a personal conference with the other in an attempt to resolve the problem and end the matter. At any time the Grievant may wish to do so, he/she may withdraw the Grievance.

STEP TWO

- A. In the event the Grievant is not satisfied with the decision at Step One, he/she may appeal the decision within ten (10) days after receipt of the decision, on the appropriate form, to the Appropriate Administrator. The statement shall include a copy of the original Grievance, the decision rendered, and a clear concise statement of the reasons for the appeal.
- B. The Appropriate Administrator shall communicate his/her decision, in writing, to the unit member within ten (10) days after receiving the appeal. If the Appropriate Administrator does not respond within the time limits, the Grievant may appeal to the next step.
- C. Within the above time limits, either party may request a personal conference with the other in an attempt to resolve the problem and end the matter. At any time, the Grievant may wish to do so, he/she may withdraw the Grievance.

STEP THREE

- A. If the Grievant is not satisfied with the decision in Step Two, he/she may, within ten (10) days after receipt of the decision, appeal the decision on the appropriate form to the Executive Director of Human Resources and Labor Relations. This statement

shall include a copy of the original Grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

- B. The Executive Director of Human Resources and Labor Relations shall communicate his/her decision in writing to the Grievant within ten (10) days.

STEP FOUR

If the Association or the Grievant is not satisfied with the decision at Step 3, the Association may demand final and binding arbitration before a mutually selected labor arbitrator by informing the District within ten (10) days after the receipt of the decision at Step 3 that it is taking the grievance to Step 4. After the District is notified that the grievance is being taken to Step 4, the Association shall as soon as possible, request the California State Mediation and Conciliation Service to submit a list of seven (7) arbitrators who have had experience in public sector labor relations. The request should ask the California State Mediation and Conciliation Service to send the list to the representative chosen by the Association and the District's Executive Director of Human Resources and Labor Relations. The parties shall, as soon as possible after receiving the list, select the arbitrator by alternately striking names from said list until one name remains. The Association shall strike first. Such person shall then become the arbitrator. The arbitrator so selected shall contact the parties immediately upon notification of selection and schedule and convene a closed hearing as expeditiously as possible at a time and place convenient to the parties. The arbitrator shall be bound by the following limitations:

- A. The arbitrator's jurisdiction shall, absent mutual agreement by the parties to the contrary, be limited solely to the misinterpretation or misapplication of the collective bargaining agreement which adversely affects a unit member.
- B. The arbitrator shall neither add to, detract from, nor modify the language of the collective bargaining Agreement in considering the issues properly before him/her.
- C. The arbitrator shall expressly confine his/her consideration to only those precise issues submitted and shall have no authority to consider any other issue not so submitted unless mutually agreed upon by the parties.
- D. The arbitrator shall not have the authority to award monetary relief in excess of \$25,000. In cases of misinterpretation or misapplication of any type of salary computation, the arbitrator shall have authority to award back pay for a period no greater than 120 days prior to the original filing of the grievance at Step 1.
- E. The arbitrator shall not have the power to confer equitable relief, punitive damages, attorney's fees or any other additional remedy of whatever type or amount.

- F. The arbitrator shall have no authority to direct the District in its exercise of managerial prerogatives.
- G. Grievances involving disciplinary appeals shall be governed in accordance with the procedures and standards of the applicable provisions of the Education Code and shall not be subject to the grievance and arbitration procedure.
- H. Disputes regarding substantive and/or procedural arbitrability shall be resolved by the arbitrator without hearing, upon written motion of the parties.
- I. Arbitrator shall be bound by applicable Federal, State and local law.
- J. The arbitrator shall submit his/her written opinion and award to both parties within 30 days after conclusion of the grievance hearing(s) unless the parties agree to another date. The cost of arbitration and any other mutually incurred costs, including the costs of a court reporter and transcript, shall be borne equally by the parties. All other costs shall be borne by the party incurring them.
- K. Review or confirmation of the arbitrator's decision, if made shall be in accord with the terms of California Code of Civil Procedure Section 1285, *et sec.*

4.4 OPTIONAL MEDIATION

- A. Within the time limits for appeal to Step Four, the District or the CSEA on behalf of the Grievant, may request that the Grievance be submitted to mediation prior to proceeding to Step Four of the grievance procedure.
- B. Upon receipt of the request to submit the Grievance to mediation, the District shall contact the California State Conciliation Service and request that a mediator be appointed.
- C. Selection of the mediator shall be by mutual agreement.
- D. The mediator shall attempt to assist the parties in resolving the Grievance and shall have no power to render a decision or recommendation on the Grievance in the absence of a mutually agreeable resolution. Any statements made during the mediation process shall be admissible in any future court or administrative proceeding.
- E. If the mediation level does not satisfactorily resolve the grievance, either the Grievant or the District may appeal the Grievance to Step Four hereinabove within ten (10) working days following the last mediation session.

4.5 GROUP GRIEVANCES

Similar grievances may be consolidated upon mutual agreement of CSEA and the District.

4.6 GENERAL PROVISIONS

- A. The appropriate Grievance Procedure Forms to be used in filing a formal Grievance may be obtained in the District's Human Resource Office.
- B. The Grievant and/or the District shall have the right to representation at all informal and formal meetings specified herein.

4.7 TIME LIMIT

If the Grievant does not act on any Grievance within the prescribed time limits, this shall act as a bar to any further appeal and shall be deemed an acceptance of the District's position. If a supervisor does not render a decision within the time limits, this shall permit the Grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

4.8 RELEASE TIME

CSEA shall be provided reasonable release time to assist in processing grievances at times which will not result in interference with, or interruption of, the instructional program and/or unit members' work activities. Release time pursuant to this section, shall not be available for purposes unrelated to processing grievances.

ARTICLE V: EMPLOYEE RIGHTS

- 5.1 The District and CSEA recognize the right of unit members to form, join and participate in lawful activities of employee organizations and the equal alternative rights of unit members to refuse to form, join and participate in employee organization activities.
- 5.2 The District agrees to deduct from the pay of CSEA unit members and to pay to CSEA the normal and regular monthly CSEA membership dues, excluding funds marked for political action, as voluntarily authorized in writing by the employee on the District form provided, however, the District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) calendar days or more after such submission. The District further agrees to deduct from the pay of service fee payers the amount of the monthly service fee as voluntarily authorized in writing by the employee on the District form provided. The District will remit all such monies to the Association accompanied by an alphabetical list of unit members for whom such

deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.

5.3 Unit members' personnel files shall be maintained at the Office of Human Resources. Any material which is not of a positive nature shall be presented to the unit member for review before it is placed in the personnel file. Unit members shall be allowed to respond to all materials, either evaluative or from other sources, in writing and have the dated and signed written response attached to and included as part of such material. No anonymous communications shall be placed in the file.

5.3.1 The unit member or his designee shall have access to his/her personnel file during regular business hours of the District. The unit member or designee may review the personnel file after presenting a signed, written authorization form from the unit member. The unit member or his designee shall receive copies of any documents they deem necessary, provided that the total number of pages does not exceed twenty (20). If more than twenty pages (20) are required, CSEA or the unit member will be billed for all additional pages at a rate equal to the current per page rate charged at the COD Copy Center.

5.3.2 When a unit member's files are to be accessed, a log shall show the name of the person opening the file and the date. This does not include review of the personnel file by Human Resources department staff as part of their Human Resources department duties.

5.4 Necessary uniforms and tools shall be provided to the unit member by the District without cost. The District will provide all industry standard tools required to perform unit members' job duties.

5.5 The District agrees to pay the cost for any medical examination required as a condition of employment or continued employment.

5.6 Neither the District nor CSEA shall unlawfully discriminate against unit members concerning the application of specific provisions of this agreement. This provision shall not be subject to the grievance process except where no other available administrative procedure exists.

5.7 All CSEA bargaining Unit Members shall receive copies of the current collective bargaining agreement, any negotiated changes to the agreement and copies of selected District policies, mutually agreed upon by the Parties, which are directly related to the wages, hours and working conditions of classified bargaining unit employees.

ARTICLE VI: CLASSIFICATION AND RECLASSIFICATION**6.1 STATEMENT OF PRINCIPLES**

- A. Before new classifications can be developed or reclassifications can be done reasonably and equitably, the basic classification system must be sound.
- B. Reclassification may be necessitated by reorganization. Reorganization means a reordering or reassignment of functions, tasks, and responsibilities within an organizational unit to provide an improved, new, or different service that has been approved by administration prior to the institution of reclassification procedures.
- C. Supervisors must not change duties before the final Board approval of reclassification.
- D. Procedures for growth and upward mobility should be possible within the system.
- E. In deciding whether to approve a recommendation of the Classification and/or Reclassification Committee, the Board of Trustees may consider the District's budget.
- F. Employees should feel that the system is sound and equitable. This requires maintenance of and communication about the system.
- G. The Classification and Reclassification process should be consistent and compatible with organizational goals and objectives.
- H. Requests for reclassification should be treated consistently and fairly, based on the merit of the request, as supported by data provided during the process.
- I. Recommendations of the Classification and Reclassification committees will be shared with CSEA, and the parties will have the opportunity to meet and negotiate prior to implementation.

6.2 CLASSIFICATION

A standing advisory classification committee is established in order to assure an efficient, fair and equitable classification system:

- 1) Proper job classification for authorized new positions.
- 2) The review and maintenance of the District's classification system, including classified job descriptions.

It is the intent of the committee structure to complement the collective bargaining process and it is recognized that participation in this process is not a waiver of

negotiation rights on any subjects occurring as a result of the committee deliberations.

- A. All positions within the bargaining unit shall be classified according to the skills required and responsibility carried by that position.

B. STANDING CLASSIFICATION COMMITTEE – NEW CLASSIFICATIONS

In order to assure an efficient, fair, and equitable classification system, a standing advisory classification committee is established to make recommendations to the Vice President of Human Resources and Employee Relations. The Committee will meet in September of each year and will convene for a minimum of two meetings per semester, and continue to operate on an as-needed basis throughout the academic year.

The Committee will be comprised of the following:

- 1) Three representatives from CSEA, appointed by CSEA.
- 2) Three representatives from the District at large appointed by the Superintendent/President.
- 3) A Human Resource representative appointed by the District shall serve as a resource and non-voting member of the Committee.

Any member(s) with a direct conflict of interest shall recuse themselves from the discussion and voting on a particular Classification matter. The meaning of “direct” is interpreted as follows:

- A. Any committee member who occupies the same classification being reviewed.
- B. Any committee member who has the responsibility of immediate supervision of employees in the classification under review.
- C. Any committee member who has a personal relationship with an employee in the classification under review (domestic partnership or marriage).

If any committee member is required to recuse him/herself as provided herein, the District and/or CSEA may provide a substitute for their respective recused member.

C. CHANGE IN VACANT POSITION OR CREATION OF NEW POSITION

When a vacant position is to be changed, or a new position is created, the Vice President of Human Resources and Employee Relations or designee shall oversee the review of the job requirements, duties, and level of responsibility, and determine whether the position should be placed in an existing classification, or whether a new job classification should be established.

The Vice President of Human Resources and Employee Relations or designee will present a recommendation and analysis regarding any new classification to the Standing Classification Committee as outlined in Article 6.1.C, which shall review the recommended classification and wage level. The Vice President or designee will then inform CSEA of the committee’s recommendation.

D. REVIEW AND MAINTENANCE OF THE DISTRICT'S CLASSIFICATION SYSTEM

The classification committee shall review at least 2 of the oldest job descriptions, annually, to make them current. This will include updating the job description and/or the pay range as appropriate. They may also review out of date job descriptions as needed.

E. SUBSTANTIAL AND PERMANENT CHANGES THAT MAY WARRANT CLASSIFICATION CHANGE

A change in classification may be warranted if there is a substantial, permanent change in one or more of the factors listed:

- Required skills, knowledge and abilities
- Required experience and education
- Required technical expertise to perform required duties
- Scope of responsibility
- Accountability
- Complexity
- Working conditions
- Supervision given or received
- Impact of decisions
- Contacts
- Scope and effect
- Physical demand or skill
- Position was originally under-classified
- Position was mis-classified

F. COMPENSATION FOR CLASSIFICATIONS AND RECLASSIFICATIONS

The District shall analyze the appropriate compensation of any District classification. If a new or revised classification is established, the Vice President of Human Resources and Employee Relations or designee shall oversee an analysis to recommend the appropriate placement for the new classification on the salary schedule. The analysis should include established best practices and institutional research, including current salary studies using a market basket of comparable community colleges based upon enrollment and budget.

G. NO WAIVER OF COLLECTIVE BARGAINING RIGHTS REGARDING WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT

It is the intent of the Classification Process and Classification Committee structure to complement the collective bargaining process, and it is recognized that participation in this process is not a waiver of negotiation rights on any subjects occurring as a result of the committee deliberations.

6.3 GUIDELINES FOR RECLASSIFICATION

An employee may seek reclassification of the employee's position where it is demonstrated that the District has assigned a substantial and permanent change in the level of duties and responsibilities of the position. A permanent change is defined as a change made to the position's duties that lasts at least a year.

- A. A change in classification may be warranted if there is a substantial, permanent change in one or more of the factors listed:

- Required skills, knowledge and abilities
- Required experience and education
- Required technical expertise to perform required duties
- Scope of responsibility
- Accountability
- Complexity
- Working conditions
- Supervision given or received
- Impact of decisions
- Physical demand or skill
- Position was originally under-classified
- Position was mis-classified

B. SUBSTANTIAL AND PERMANENT CHANGE: TOTALITY OF THE CIRCUMSTANCES

The committee will recommend, based on a totality of circumstances, the District has made substantial and permanent changes to the position or, applying the standards identified in Section 6.3(A)

- B. Reclassification of a position is not appropriate in the following circumstances:

To reward superior services. If additional assigned duties are at a comparable level and do not substantially and permanently affect one or more of the factors that warrant a change of classification outlined in Section 6.3(A).

6.4 RECLASSIFICATION COMMITTEE

In order to assure an efficient, fair and equitable reclassification system, a standing advisory reclassification committee is established:

- 1) Requests for reclassification by classified employees and/or their supervisors.

It is the intent of the committee structure to complement the collective bargaining process and it is recognized that participation in this process is not a waiver of negotiation rights on any subjects occurring as a result of the committee deliberations.

6.5 COMPOSITION OF THE RECLASSIFICATION REVIEW

The District and CSEA have established a joint committee to review employee-initiated applications for reclassification. This Reclassification Review Committee serves a distinct purpose from the Standing Classification Committee outlined in Article 6.1.B. The Reclassification Review Committee reviews employee initiated applications for an individual employee's reclassification, as outlined in the following sections. CSEA and the District may appoint the same individuals to serve concurrently on both committees.

The Reclassification Review Committee is composed of:

- 1) Three representatives from CSEA, appointed by CSEA.
- 2) Three representatives from the District at large appointed by the Superintendent/President.
- 3) The Vice President of Human Resources and Employee Relations or designee shall serve as the chair and non-voting member of the committee.
- 4) A Human Resource representative shall serve as a resource and non-voting member of the committee.

Any member with a "direct" conflict shall excuse him/herself from the discussion and voting of the request.

The meaning of "direct" is interpreted as follows:

- (A) Any committee member who occupies the same classification of the employee(s) being reviewed.
- (B) Any committee member who has the responsibility of immediate supervision of the employee(s) scheduled for review.
- (C) Any committee member who has a personal relationship with the employee applicant (domestic partnership or marriage).
- (D) Any committee member who has been a party in a formal complaint or grievance by or against the applicant employee, where the applicant employee requests that the committee member be recused, and where the Committee Chair determines that recusal is in the best interest of the Committee.
- (E) Any committee member who has noted disagreements with either the employee(s) or immediate supervisor.
- (F) Any committee member whose request is being reviewed by the committee.

If any committee member is required to recuse him/herself as provided herein for the specific reclassification request that creates a conflict, the District and/or CSEA may provide a substitute for their respective recused member.

6.6 MEETING SCHEDULE/TIMELINES

- 6.6.1 The Committee shall review reclassification requests received from employees once annually, after receiving the requests on or before October 1st. In the event the District wishes to review new or re-organized positions, these positions shall be subject to the Classification Process identified in Section 6.1, which may occur year-round.
- 6.6.2 After the annual requests are compiled, the Reclassification Review Committee shall meet for an initial meeting, which shall include an orientation led by the Committee Chair. The orientation will include an overview of the procedure, timeline, expectations, and protocols for Committee members.
- 6.6.3 The Committee shall meet by November 1st following the October 1st submissions to review the complete requests for eligible reclassifications, and continue to meet throughout the academic year as needed to complete its duties described in Article 6.5. The Committee will submit its preliminary recommendations by April 1st, The Committee's final recommendation will be submitted to the Superintendent/President and CSEA by May 1st.
- 6.6.4 The Committee will not consider requests submitted and examined the previous two years year unless significant changes in job duties can justify such a review. An increase in the volume of work is not a valid reason. The Executive Director of Human Resources shall determine if an additional review is warranted.
- 6.6.5 New positions must be established for a period of one year before reclassification can be considered.
- 6.6.6 The Committee shall meet throughout the year as needed to review proposals for new or revised vacant positions.

6.7 PROCEDURES

- 6.7.1 A reclassification request may be initiated by an employee or CSEA, on behalf of an individual employee, with that employee's approval. If a group of employees in the same classification request reclassification on the same or substantially similar bases, the applications will be consolidated and referred to the Standing Classification Committee for analysis.
- 6.7.2 All requests for reclassification must be submitted on the "Reclassification Questionnaire" form October 1st of each year. Forms are available from the Office of Human Resources, President of CSEA, and the employee portal.
- 6.7.3 Incomplete applications will be rejected, and the applicant will be notified of the rejection. Applicants may submit a corrected, complete application so long as the employee's position is otherwise eligible for reclassification, and the corrected, complete application is submitted by the October 1st deadline.

- 6.7.4 An individual incumbent must be established in a position for a period of two years before the employee is eligible to submit a request for reclassification.
- 6.7.5 The Committee will not consider requests submitted and examined, whether approved or not approved, the previous two years unless significant and permanent changes in job duties warrant such a review. Consistent with Section 6.1.D and 6.3.B and 6.3.C, an increase in the volume of work is not a basis for reclassification. The Vice President of Human Resources and Employee Relations or designee shall determine if an additional review is warranted.
- F. The requesting party must submit the completed Reclassification Request Form the employee's immediate supervisor and the Office of Human Resources no later than to the October 1st deadline. The immediate supervisor's comments are only to validate the job duties of the employee. The immediate supervisor will not be asked to support/not support the application. The supervisor must respond in writing to the Office of Human Resources within fifteen (15) working days of receiving the "Classification Questionnaire."
- G. If any employee encounters difficulties receiving cooperation from his/her immediate supervisor, the employee or a CSEA representative should notify the Vice President of Human Resources and Employee Relations in writing.
- H. Completed "Reclassification Questionnaire" forms and any supporting material, must be submitted to the Office of Human Resources and employee by the deadline for action.
- I. Committee members are responsible for reviewing the classification questionnaire and any supporting materials submitted by the employee or immediate supervisor prior to the scheduled interviews. A written statement from the next level administrator shall also be reviewed. Committee members should be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.
- J. The Committee may elect to conduct field interviews to validate whether the totality of circumstances warrants a reclassification, based on the criteria identified in Article 6.1.D, 6.3.A, and 6.3B.
- K. An interview will be scheduled with the employee (who may bring a representative) and immediate supervisor before the committee. With the mutual agreement of the employee and supervisor, the interview shall occur with both the employee and supervisor before the Committee. Otherwise, the interviews shall be conducted separately. The purpose of the interview is to gather information and to clarify any ambiguities. The employee(s) will be allowed one hour to present information pertaining to the reasons for the request for reclassification. As part of the interview, Committee members will be allowed fifteen (15) minutes for questions once the applicant's presentation is completed.
- L. Following the interview, committee members shall refrain from independently gathering or clarifying information with employee(s) and the immediate supervisor.

Should any follow-up questions arise, the Human Resources representative shall impartially gather additional information as requested.

- M. Committee members shall participate in discussions pertaining to the merit of the request based on the guidelines for reclassification identified in Article 6.3A.
- N. Committee members vote on a recommendation following the interview and consideration of any follow-up information. At this time, the committee will reduce its recommendations to writing, including any recommended salary adjustment and/or modifications to duties, and provide its written recommendations to CSEA and the Superintendent/President by May 1st
- O. Following the completion of the review of all requests for reclassification, committee members will inform the employee, their representative, and immediate supervisor of the Committee's disposition of the request, no later than May 15th of the year following the date the request was submitted.
- P. CSEA shall have the right to negotiate recommendations of the Reclassification Committee (regardless of whether they are unanimous or not) if the Committee is considering the placement of a newly created position.
- Q. Board approved ~~all~~ reclassifications will become effective at the beginning of the next fiscal year (July 1) of when the application was received.
- R. NO WAIVER OF COLLECTIVE BARGAINING RIGHTS REGARDING WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT
- S. As with the Classification Committee outlined in Article 6.21, it is the intent of the Reclassification Process and Reclassification Review Committee structure to complement the collective bargaining process, and it is recognized that participation in this process is not a waiver of negotiation rights on any subjects occurring as a result of the committee deliberations or recommendations.

6.8 Reclassification Advancement.

In the event a unit member is moved to a higher range due to a change in classification or due to reclassification, the unit member shall be placed in the new range, while maintaining their current step.

Reclassification accomplished by the Reclassification Committee shall become effective on the upcoming July 1 and shall be so designated by the Board of Trustees. All other forms of reclassification shall become effective upon designation by the Board of Trustees, but in no event later than the upcoming July 1 of when it was received.

ARTICLE VII: COMPENSATION

- 7.1 Rate of Pay. The rate of pay as set forth in the salary schedule, relate to a calendar month. The daily rate shall be computed by dividing the calendar month pay by 22. The hourly rate shall be computed by dividing the calendar month by 173.33.
- 7.2 Pay Period. Full-time monthly unit members shall receive their pay on or about the last working day of each calendar month. The pay received shall be for the immediate preceding calendar month. Any adjustments shall be made in the next pay period.
- 7.3 Advancement on Schedule. Unit members employed by the District for the first time shall begin on the first step of the salary schedule unless otherwise specified. In the event the beginning date of employment is during the period July 1, to and including March 31, advancement to the second step shall occur on the following July 1. If the beginning date of employment is during the period April 1, to and including June 30, advancement to the second step shall occur on the second succeeding July 1.
- 7.3.1. In the event a unit member is moved to a higher range due to a change in classification for reasons including promotion, or reorganization, the unit member shall be placed at the step that allows for a minimum of a 5% increase in salary.
- 7.3.2 Groundskeeper – Advancement. Groundskeepers (and Maintenance Assistants while assigned to an off-site campus with the assigned pesticide tasks) currently at a range eight (8) of the parties' salary schedule will be eligible to move to range nine (9) if they receive a certificate or attend a course agreed upon by the parties regarding the application and use of college used pesticides.

The parties agree that the pesticide course shall consist of at least two separate three hour classes. In the future, groundskeepers (and Maintenance Assistants while assigned to an off-site campus with assigned pesticide tasks) will be hired at a range eight (8) and will be eligible to move the range (9) by completing the same course work. The District and CSEA will determine in the future as to how the classes may be provided to new employees in the classification of Groundskeeper. The pesticides class will be offered to each groundskeeper by the end of their second year of employment.

7.4 Annual Compensation

7.4.1 For the 2021-2022 fiscal year, all cells on the Classified Salary Schedule will be increased by the COLA as funded per the State Budget. Such increase shall be effective July 1, 2021.

7.4.2 For the 2022-2023 fiscal year, all cells on the Classified Salary Schedule will be increased by the COLA as funded per the State Budget. Such increase shall be effective July 1, 2022.

7.4.3 For the 2023-2024 fiscal year, all cells on the Classified Salary Schedule will be increased by the COLA as funded per the State Budget. Such increase shall be effective July 1, 2023

ARTICLE VIII: COMPENSATION IN ADDITION TO SALARY

- 8.1 **Minimum Call Back Time.** Unit members called back from off campus, directed to work offsite (including questions and troubleshooting via phone or email), or otherwise directed to respond to District needs after the completion of their regular hours shall receive minimum compensation of two (2) hours for such services at the appropriate overtime rate of pay or equivalent compensatory time off (with the concurrence of the unit member) pursuant to the CBA, Article XI: Hours. Such call back time shall be compensated at a minimum of 2 hours for all work performed up to two (2) hours and logged on the unit member's timesheet. If applicable, the call back time includes the time to return to/from the requested campus from home/current location, whichever applies. Mileage shall be reimbursed at the IRS approved rate. Emergency call back for the purpose of this Article shall be defined as a specific and immediate problem requiring action prior to the next regular work day as determined by management. If the specific emergency can be rectified in less than the stipulated two hour minimum, no additional duties shall be required to fulfill the two hour minimum call back. For the purposes of this Section, call back time shall begin from the time the unit member has been notified of the specific emergency; and multiple calls within the first two-hour period shall be considered the same call back incident.
- 8.2 **Working Out of Regular Classification.** Services performed by unit members outside of their regular classification shall be in accordance with E. C. Section 88010. The District shall notify the CSEA Chapter President of working out of class (WOOC) opportunities prior to the assignment. The District is not obligated to post such opportunities or to hold interviews in order to select a candidate for working out class opportunities. In the event a unit member is required to work in a lower classification for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period, he/she shall receive compensation in an amount equal to his/her regular rate of pay. In the event service is performed in a higher classification for a period which exceed five (5) working days within a fifteen (15) day period, such service shall be compensated at the rate of pay assigned to the particular job classification at the unit member's current step reflecting a higher rate of pay, allowing for a minimum of a five percent (5%) increase.
- 8.3 **Night Shift Differential.** Unit members with fifty (50) percent or more of their assigned work shift commencing after 8:00 P.M. and prior to 7:30 A.M. shall be paid a shift differential of five percent (5%) above their regular rate of pay for all hours worked. Unit members who receive a shift differential premium shall not lose such differential premium when assigned temporarily to a different shift.
- 8.3.1 **Split-Shift Differential**

A split-shift is defined as a work schedule which is interrupted by non-paid nonworking periods established by the District, other than bona fide rest or meal periods. Unit members with fifty (50) percent or more of their assigned work shift commencing after 9:30 P.M. and prior to 8:00 A.M. shall be paid a shift differential of four (4) percent above their regular rate of pay for all hours worked. Unit members who receive a shift differential premium shall not lose such differential premium when assigned temporarily to a different shift.

8.4 Credit for Prior Training and/or Experience. Unit members who are returning to the service of the District shall receive full credit for their prior experience with the District provided (1) that they return to the identical position in which they last provided service and (2) that they return within eighteen (18) calendar months from the date of their last separation.

8.5 Longevity. Each full-time and part-time unit member who has been continuously in the service of the District for ten full years or more figured from adjusted anniversary date of employment (as defined in 7.3) shall be eligible for a longevity increment effective July 1, 2020 in accordance with the following scale:

10 full years or more	\$55.00 per month
15 full years or more	\$75.00 per month
20 full years or more	\$100.00 per month
25 full years or more	\$160.00 per month
30 full years or more	\$200.00 per month
35 full years or more	\$240.00 per month
40 full years or more	\$280.00 per month

8.6 Bilingual Increment. Where there is not an existing bilingual job description for the unit member's classification, unit members certified and assigned by the District shall have their pay adjusted upward by 5% for the entire period they are required by management to utilize specified bilingual skills on a regular basis in the performance of District duties.

8.7 Doctorate Stipend: Upon completion and evidence of an earned doctorate degree, unit members are eligible for an annual \$2,000 doctorate stipend, effective July 1, 2021.

8.8 Diversity, Equity, Inclusion (DEI) Stipend: There will be a maximum of \$5,000 per fiscal year allocated to Diversity, Equity, Inclusion training for the bargaining unit. Upon evidence of completion of 20 hours of diversity, equity, and inclusion professional development training (pre-approved by the Vice President of Human Resources or designee), unit members may be eligible to receive a one-time \$500 stipend ("DEI Stipend") in the month following verified completion of the 20 hours of training. Unit members who receive reimbursement for professional growth for diversity, equity, and inclusion courses will not qualify for this stipend. Unit members

will be eligible for a new, one-time stipend beginning five years from the date they last received a DEI stipend, upon evidence of completion of a new 20-hour, pre-approved training program.

ARTICLE IX: HEALTH AND WELFARE BENEFITS

9.1 The levels of medical, dental, prescription, vision, employee assistance, long-term care life insurance, and accidental death and dismemberment insurance shall be maintained. Beginning October 1, 2011 and continuing thereafter, the contract year with the providers shall be effective from October 1st to September 30th unless otherwise agreed to with the Association. As such, if changes to providers are made, those changes will occur at the end of that contract year.

9.1.1 The District shall provide the Association with written notice and shall bargain any change in providers or plans resulting in a substantive change in the current level of costs or benefits being offered to unit members.

If the District desires a change in providers or plans that do not result in a substantive change to the level of costs or benefits currently being provided to unit members, the District will provide the Association with advance written notice and documentation of the level of coverage offered by the new provider or plans prior to the change taking place. However, the District shall only be obligated to negotiate the change in providers or plans if it is determined that there is a substantive change in the level of costs or benefits being provided.

9.1.2 In the past, bargaining unit members were eligible for Health and Welfare benefits on the first day of the first month following his/her first day of paid service. Bargaining unit members hired after September 1, 2008 shall be eligible to participate in health and welfare benefits on the first date of the month following his/her first day of paid service, provided that first day of paid service was on or before the 15th day of the month. If a bargaining unit member provides his or her first date of paid service on the 16th day of the month or later, he/she will be eligible to participate in health and welfare benefits on the first day of the second month following his/her first day of paid service. For example, a bargaining unit member whose first day of paid service is any day from September 1 to September 15 will be eligible to participate in health and welfare benefits on October 1. However, a bargaining unit member whose first day of paid service is any day from September 16 to September 30 will be eligible to participate in health and welfare benefits on November 1. When a unit member returns from unpaid status, he/she will be eligible to participate in health and welfare benefits on the first day of the first month following his/her first day of paid service.

9.2 Effective October 1, 2018, and continuing thereafter, the maximum district contribution for medical, dental, vision, prescription, employee assistance, long term care, accidental death and

dismemberment, and life insurance shall be one thousand six hundred dollars (\$1,600.00) per month per eligible bargaining unit member.

During the term of this agreement (July 1, 2021—June 30th, 2024), the parties agree that should any other employee group receive a higher District contribution to healthcare benefits for any given year, then eligible bargaining unit members shall receive the specific and equal additional contribution over the same time period.

- 9.2.1 An employee shall have no entitlement to the difference in the event the monthly cost of benefits selected by the employee is less than the District's maximum monthly contribution as set forth in Section 9.2.
- 9.2.2 Any amount in excess of the District's monthly or yearly contribution shall be the employee's obligation and shall be deducted from the member's monthly salary as a pre-tax payroll deduction as determined by the Association per 9.2.3. In addition, the employee shall be responsible for all other expenses and changes associated with the health plan of their choice, including, but not limited to, deductibles, co-pays, covered services and products or other out-of-pocket expenses (non-premium costs) associated with each plan.
- 9.2.3 No later than five working days after May 1 of each year, the District shall determine the number of eligible bargaining unit members and provide the Association with a roster of those members. Thereafter the Association shall re-allocate these funds towards the purchase of health and welfare benefits for its members. The Association shall notify the Human Resources Department immediately upon determination by the bargaining unit of the payroll deductions, if any, for that plan year.
- 9.2.4 For new bargaining unit members hired after May 1st, who are eligible for health benefits and were not captured in the annual determination of aggregate maximum projected annual contribution, the monthly premium costs for such members are not deducted from the Association's reserve funds.
- (a) When a bargaining unit member separates from the district and is not eligible for Early Retiree H&W Benefits, those premium costs not paid by the district do not reduce the reserve. Such savings remaining of the District contribution are retained by the Association. However, should new hires replace such members, those costs are deducted from the Association's reserve.
 - (b) When a bargaining unit member retires and is eligible for District paid H&W Benefits, the early retired bargaining unit member continues to pay the same payroll deduction amount as active members. The actual premium costs for such members adjust at retirement, therefore the actual tiered retiree premium costs are then subtracted from the reserve.

9.2.5 The amount of the district's contractual contribution, plus the employee deductions related to health and welfare, minus the actual premium costs paid, shall be retained by the Association to be allocated towards the purchase of health and welfare benefits.

9.3 CSEA shall have the right to appoint two members to the Employee Health and Welfare Benefits Committee as that Committee is defined in **APPENDIX C**. CSEA committee members chosen by CSEA cannot agree to any changes to classified employees District health and welfare plan benefits on behalf of CSEA or its members. Any proposed or recommended changes which may be forwarded by the Health and Welfare Benefits Committee are subject to the collective bargaining process between the District and CSEA, and may not be implemented unless and until both parties have agreed to and ratified such changes.

9.3.1 The District and CSEA agree to begin negotiations as soon as health insurance premium estimates and plan designs are available for the next fiscal year. Upon agreement of health and welfare premiums and plan design, the parties agree to pursue ratification of a health and welfare benefits tentative agreement separately from the remainder of any other pending reopener or successor agreement negotiations. The District agrees that no aspect of the District health and welfare benefits provision of this Agreement will be changed prior to completion of the collective bargaining process regarding changes to such benefits.

Self-Insured Schools of California (SISC)

- Medical Plans
 - o BlueShield PPO 100% Plan D with RX \$0/\$9-\$35
 - o BlueShield PPO 100% Plan G with RX \$200/\$10-\$35
 - o BlueShield PPO 90% Plan G with RX \$200/\$10-\$35
 - o BlueShield PPO 80% Plan E with RX \$200/\$10-\$35
 - o BlueShield HMO Plan 10 - \$0 with RX \$200/\$10-\$35
 - o Kaiser Permanente, KP Plan \$20/\$10-\$20

- Medical Plan Structure
 - o Active Employees: Composite
 - o District Paid Retirees: 3-Tier

9.4 Domestic partner health benefits, including those for retired members, are available to employees and their domestic partners (as defined). The terms and conditions domestic partner health benefits are set forth in **APPENDIX F** of this agreement.

9.5 Medical Coverage for Retired Unit Members. The District will provide retiring unit members who have attained age fifty-five (55) and have rendered at least ten (10) years of full-time service for the District with the same medical coverage as provided to actively employed unit members. Retirees shall receive the same level of benefits which active employees are receiving during that same year. The coverage shall be provided until the retired unit member attains age sixty-five (65), or becomes eligible for social security medical benefits, whichever is sooner. A "year of full-time service" shall be defined as employment for 180 or more working days per year or 132 or more working hours per month. The Business Affairs Office shall be notified at least thirty (30) days prior to the transition date from active to retirement status.

9.5.1 In addition to and separate from the benefit provided by Section 9.5, the District shall permit any former eligible (full-time) bargaining unit member who has retired from the District to enroll in the health and welfare benefit plan and/or dental care benefit plan currently provided to its current bargaining unit members. The District shall also permit the enrollment of the former eligible (full-time) employee's spouse and any surviving spouse of a former eligible (full-time) bargaining unit member who either retired from the District and was at least 55 years old, or was, at the time of his or her death, employed by the District as a classified employee and was a vested member of the California Public Employees' Retirement System who was at least 55 years old.

Enrollment pursuant to this section shall be at the expense of the retiree, his or her spouse or surviving spouse. The District does not pay for the benefit provided by this Section. The retiree, spouse or surviving spouse will be required to pay all premiums, and other charges, including any increases in the rate premiums.

A spouse of a living former eligible bargaining unit member will only be eligible for the benefits provided for in this section if the retiree him/herself is taking (and therefore paying for) benefits pursuant to this section.

This section does not apply to either the new spouse upon the remarriage of a surviving spouse of a former eligible classified employee or the children of a classified or former eligible classified employee.

Said benefit plan shall be operational immediately and shall cover any retirees whose effective retirement date is on or after January 1, 2001.

The District agrees that it will not develop a separate experience claims rating for individuals who choose coverage under this section.

Any plan pursuant to this section shall provide separate single and two-party rates for at least the following classes: 1) for those under 65, 2) for those over 65 who have Medicare A and B, and 3) for those over 65 who do not have Medicare A. Enrollment in Medicare A shall not be a prerequisite for enrollment in a District

health and welfare benefit plan or dental plan pursuant to this section. However, the purchase of Medicare B shall be required for enrollment if the retiree, spouse or surviving spouse qualifies to purchase it.

A former eligible bargaining unit member (which may or may not include his/her spouse) or a surviving spouse of a former eligible bargaining unit member shall be allowed to enroll in the coverage provided by this section within 30 days of the former eligible bargaining unit member losing active employee coverage. Failure to enroll within 30 days of the former eligible bargaining unit member losing active employee coverage will mean that the former eligible bargaining unit member (and his/her spouse) or the surviving spouse shall be denied further opportunity to do so.

However, if a former eligible bargaining unit member (and his/her spouse) or surviving spouse did not enroll in the benefit plans described in this section because he/she was covered by other health and welfare or dental plans, he/she may be permitted to enroll in the benefits provided by this section if he/she can demonstrate that he/she lost his/her coverage. In such a case, the former eligible bargaining unit member (and his/her spouse) or surviving spouse will be permitted to enroll in the benefits provided in this section if he/she does so within 31 days of lost coverage and provides documentation that he/she lost his/her coverage.

A retiree and spouse or a surviving spouse of an eligible classified employee who has been previously covered under this section and who has voluntarily terminated that coverage, is no longer eligible for coverage under this section.

The District shall annually select a one month period (the same open enrollment period which shall apply to active employees) where individuals receiving benefits under this section can either modify their enrollment from one health and welfare or dental plan to another (if alternative plans are available) or can add or delete either health and welfare or dental coverage if the individual has been previously enrolled under this Section. Thus, for example, if an individual who has previously enrolled in health and welfare benefits under this section wants to, during the annual one month open enrollment period, enroll in dental benefits he/she will be permitted to do so. Similarly, if an individual previously enrolled in both health and welfare and dental benefits under this section, wishes to delete dental benefits, he/she may do so during this open enrollment period.

ARTICLE X: RETIREMENT BENEFITS

10.1 403(b) PLAN

The District will provide a 403(b) plan to eligible bargaining unit members pursuant to the terms and conditions set forth herein. It is the parties' intent that the 403(b) plan is designed to benefit long term employees by providing assistance in planning for retirement. The District agrees to match bargaining unit members' contributions up to one thousand two hundred dollars (\$1,200) per calendar year. The Association agrees to the vendor chosen by the District to administer the 403(b) plan. The vendor has established other provisions of the plan which are not set forth herein, but are requirements of the plan. These additional provisions are set forth in the plan documents.

To be eligible to participate in the 403(b) plan during any calendar year, a bargaining unit member must meet all of the following criteria on January 2 of the particular calendar year:

1. The member must be employed in a full time assignment (the assignment must be one in which the employee is assigned to work at least 30 hours per week and nine (9) months per year); and
2. The member must be in paid status; and
3. The member must be employed in a position which has an on-going guaranteed funding status; and
4. The member must have successfully passed his/her probationary period (i.e., the initial probation with the District).

In addition to the preceding four criteria, to be eligible to participate in the 403(b) plan a bargaining unit member must meet one of the following three criteria:

1. The member is employed in a position which is completely (100 percent) funded by regular District monies (unrestricted general fund or District restricted funds); or
2. The member is employed in a position which is funded by on-going State restricted funds; or
3. The member has been a full time employee continuously for three (3) years or more prior to January 2 of the calendar year in which benefits are sought regardless of sources of funding. In this case only, the member shall be immediately vested.

The bargaining unit member becomes vested in the 403(b) Plan after three (3) years of participation in the plan or at age 55, whichever comes first.

- 10.2 Employer Pickup of PERS Benefits. The District agrees to adopt the required IRS Resolution to enable implementation of Section 414(h)(2) of the Internal Revenue Code. It is understood that this is at no cost to the District and is merely a redetermination of gross taxable salary for income reporting.

ARTICLE XI: HOURS

- 11.1 Workweek/Workday. A regular workweek of a full-time unit member shall be forty (40) hours and the regular workday shall be eight (8) hours exclusive of lunch. The initial scheduling of hours and workdays shall be at the discretion of the District. Position start and end times shall be indicated in the job announcement. Temporary rescheduling of not more than 22 work days within the fiscal year to meet an urgent need of the District shall be approved by the appropriate Administrator. The appropriate Administrator shall provide the affected unit member(s) with a minimum of five (5) working days' notice and will meet with affected unit member(s) regarding any dispute concerning temporary hours. This Article shall not restrict extension of the regular workday or workweek on an overtime basis when necessary to carry on the business of the District.
- 11.1.1 Rescheduling for periods of more than 22 work days may occur provided that there has been mutual written agreement between the affected employee and the District.
- 11.1.2 Flexible Work Hours. Unit members may request a change in assigned work hours or work days. The requested change is subject to the approval of the unit member's immediate supervisor and appropriate Administrator. Any requested change in hours or days worked must accommodate the intended duties and responsibilities of the unit member's position. Changes requested by the unit member under this section shall be in writing and have the required approvals prior to any changes. This section in no way implies any conflict with the District's exclusive right to establish days and hours to be worked for all positions. The section shall not conflict with any laws of the State of California or the federal government regarding hours worked.
- 11.2 4/40 Work Schedules
- 11.2.1 4/40 Summer Work Schedule: As a part of a district-wide effort to conserve resources and to provide unit members with a shortened workweek and lengthened weekends, unless one of the Parties requests by March 1, of that calendar year that it not be implemented, Administration will activate a four-forty (4/40) Summer Work Schedule between June and mid-August of each year under the following conditions:
- a. All areas will be open ten hours per day during the four (4) days Monday through Thursday of each week with the following exceptions;
 - b. Offices which are required to serve the public and/or students Monday through Friday during the summer will provide staffing for the five days. Unit members shall be scheduled by mutual agreement between the immediate supervisor and the unit members involved. Such scheduling

shall remain the same for the entire summer and may either provide for (1) scheduling all employees for five eight-hour days; or (2) an alternate scheduling plan which gives unit members the option to work four ten-hour days with either Monday or Friday as their unscheduled day. If a satisfactory agreement cannot be reached, the schedule will remain five eight hour days for all unit members in that office;

- c. Maintenance and operations work areas, such as grounds, custodial services and certain skilled maintenance positions, by mutual agreement between the immediate supervisor and the unit members, initially shall choose between an eight-hour day, five-day week or the ten-hour day, four-day week but shall have one opportunity during the summer to make a single change from one mode to the other as deemed necessary and advisable by the immediate supervisor and the unit members affected for efficient and healthful working conditions. If satisfactory agreement cannot be reached in any of these work areas, i.e., grounds, custodial services and certain skilled maintenance positions, the schedule for that work area will be returned to five eight hour days.

- 11.2.2 Other 4/40 Schedules: CSEA and the District agree that the District may establish a flexible work schedule opportunity for unit members in a given classification within a Department/Academic Discipline, when the District determines that it would be beneficial to the students and the college.

Upon mutual agreement between the unit and the unit member's supervisor and/or manager, and with the approval of the appropriate Vice President, a unit member may be placed on an alternative 4/40 work schedule that may or may not be four (4) consecutive days within a work week. The alternative work schedule may be modified with the unit member's agreement. However, the alternative work schedule may be eliminated by the supervisor and/or manager or unit member with five (5) day prior notice. Unit members on an alternative work schedule may, at time, be required to attend department/college meetings, training sessions, etc., when they are scheduled to be off from work. In these instances, adjustments in hours/days will be required to that the unit member may attend such events.

During weeks where a holiday falls, unit members will revert to the regular 5/40 work schedule. In this situation, the unit member who is normally scheduled to work a 4/40 schedule will receive 8 hours of holiday pay for the holiday during that week.

For those employees who are working the 4/40 schedule at sites not open five days a week, when a Holiday occurs and the employee is unable to

fulfill their hourly assignment, those bargaining unit members shall receive ten hours for the holiday.

The decision of the supervisor and/or manager to establish or eliminate alternative work opportunities as described above is not grievable by the unit member or CSEA.

11.3 Work year for employees under the sixteen week academic calendar:

- a. Nine-month academic employees will continue to work days when school is in session. For Child Development Center employees the nine months will include summer school.
- b. Winter Break shall consist of approximately four (4) weeks beginning late December and continuing through Mid-January. This period includes eight holidays: Winter Break Holiday (3), Christmas Day (observed), In lieu of Admissions Day, Native American Day, New Year's Day (observed) and, Martin Luther King Day.
- c. Ten-month employees June assignments shall be flexible and shall be based upon written, mutual agreement between the employee and the employee's supervisor.
- d. Eleven-month employees and their supervisors shall mutually agree to schedule twenty-two (22) work days off during the year. In taking the twenty-two (22) days off, employees shall take off a minimum of the number of work hours scheduled in one calendar day at any one time. Supervisor will notify the Office of Human Resources by September 15th of the agreed upon work schedule.

11.4 Number of Days Assigned are as follows:

Nine Month Employees	180 Days	1440 Hours Per Year Per 1 FTE
Ten Month Employees	217 Days	1736 Hours Per Year Per 1 FTE
Eleven Month Employees	238 Days	1904 Hours Per Year Per 1 FTE

The Office of Human Resources will notify all employees of their assignment period. An adjustment of the number of days will be made if unit members work during the 4/40 summer schedule.

- ### 11.5 Overtime.
- Hours authorized by the District in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week shall be compensated at a rate of pay equal to time and one-half the regular rate of pay. Hours worked on vacation days during Christmas/New Year holiday, pursuant to Article 14.4 will be similarly compensated at the rate of one and one-half the regular rate of pay in addition to the vacation pay. Hours worked during scheduled holidays in accordance with Education Code Section 88203 shall be compensated at

a rate of time and one-half the regular rate of pay in addition to regular pay. All overtime shall be approved first by the unit member's immediate supervisor and the appropriate Administrator, the Superintendent/President or their designee.

11.5.1 Overtime shall be offered to all employees within a classification prior to offering the overtime to employees outside the classification. The District shall, to the best of its ability, equalize the overtime within a classification for persons in the same service area or office. For purposes of this Section, "the same area or office" will mean one that is under the supervision of an identified supervisor or within the same physical location.

The District shall maintain a record of overtime offered, declined and worked.

- 11.6 Compensatory Time. In lieu of overtime pay, a unit member, may elect compensatory time instead. When compensatory time off is elected in lieu of cash compensation, such compensatory time off, at the appropriate overtime rate, shall be taken by the end of the fiscal year in which it was earned at times mutually agreed to between the unit member and the immediate supervisor. The unit member may not accumulate more than forty hours of compensatory time (which is 26.66 hours of overtime compensation X 1.5 for each overtime hour worked) within any fiscal year. A unit member shall be compensated on a cash basis at the appropriate rate in cases where the District has not afforded the unit member the opportunity to take compensatory time by June 14th of the fiscal year in which it was earned.
- 11.7 Lunch Periods. The normal lunch period for full-time unit members shall be one hour. Upon request of the unit member, this period may be reduced to one-half hour by the Appropriate Administrator or after first conferring with the immediate supervisor. Rest periods cannot be used to extend lunch periods.
- 11.8 Rest Periods. Unit members working four consecutive hours or more per day shall be entitled to one 15 minute rest period at or about the middle of each four hour work period. Rest periods may not be worked in lieu of a shortened workday.
- 11.9 The custodial shift shall be generally defined as Monday through Thursday from 6:00 PM to 2:30 AM (eight hour work day with ½ hour for lunch); Friday from 10:30 AM to 7:00 PM (eight hour work day with ½ hour for lunch). During times such as intercession days between semesters and the summer schedule, administration may move the beginning and end times to accommodate a schedule more oriented to a day shift calendar. There will be no change in shift differential unless there is a permanent change in schedule. The supervisor may move the custodial or grounds staff schedules during summer months to be more conducive to climate conditions.
- 11.9.1 Effective as of date of ratification the District may add alternative custodial fixed shifts as needed by the District which shall be filled by new employees.

11.9.2 Employees currently working the schedule as defined per Article 11.9 may move to an alternative shift with the mutual agreement of the unit member and direct supervisor.

11.10 In addition to the provisions of Articles 11.1 and 11.1.1, if a supervisor wants to change a start time of the shift of a bargaining unit member, CSEA agrees to meet and negotiate within two (2) weeks of being notified by the District of the supervisor's intent.

ARTICLE XII: LEAVES

12.1 Definition of Immediate Family. For purposes of this Article, an immediate family member shall be limited to mother, father, grandfather, grandmother, or a grandchild of the unit member or of the spouse or domestic partner of the unit member and the spouse or domestic partner's, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law or sister-in-law of the unit member or any person living in the immediate household of the unit member.

12.2 Sick Leave

12.2.1 Full-time unit members shall accrue one (1) day leave with full pay for each month of service during the year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

12.2.2 Family Illness Leave. In any fiscal year, unit members may use half of the current year's annual accrual of sick leave for illness or injury of a parent, child, spouse, or domestic partner. This provision applies only to sick leave accrued pursuant to Section 12.2.1 An employee who has first exhausted Family Illness Leave under this section, may then use his/her remaining Personal Necessity Leave to care for the sickness of a child, parent, spouse, or domestic partner (as defined by law).

12.2.3 At the beginning of each fiscal year each unit member shall be credited with a total of not less than one hundred (100) working days of paid sick leave, including days to which he/she is entitled. Such additional days shall be compensated at the rate of fifty (50) percent of the unit member's regular salary. The additional sick leave authorized under this rule shall be exclusive of other paid leaves, holidays, vacation, or compensatory time to which the unit member may be entitled. It should be noted that the additional eighty-eight (88) working days are not accumulative, but rather shall be added each year. Inasmuch as eighty-eight (88) half days are an extension of regular sick leave, probationary unit

members will not be eligible for the eighty-eight (88) half days until they have completed six months of service.

Part-time unit members shall receive the benefits of this rule to the extent that their part-time service bears to time served in a full-time position.

12.2.4 If a unit member does not utilize the full amount of leave as authorized in 12.2.1 above in any fiscal year, the amount not utilized shall be accumulated from year to year.

12.2.5 The unit member must contact his/her immediate supervisor or designee as soon as the need to be absent is known. Notification shall be prior to the start of the workday or within one (1) hour of the beginning of the work shift, whenever possible.

Each unit member shall have the obligation of keeping his/her immediate supervisor advised as to the extent of his/her recovery and plans for returning to work.

12.2.6 In the event an absence due to illness or pregnancy extends for a period of five (5) consecutive days or more, the employee may be required to furnish evidence of a physical examination or physician's statement certifying fitness to resume duty or inability to work because of illness necessitated by medical reasons. With the exception of a leave taken pursuant to either the State or Federal Family and Medical Care Leave Acts, if the District disagrees with the opinion of the employee's physician, the District may require that the employee be examined by a physician selected and paid by the District. If an examination by a physician selected by the District is required, the recommendation of that physician shall be final. In addition to the foregoing, if a supervisor or manager suspects the abuse of sick leave (i.e. use of sick leave when the employee is not sick) based upon a documented pattern and behavior consistent with abuse which has been communicated to the employee, he/she may request that the employee provide a physician's statement certifying their illness regardless of length.

12.3 Personal Necessity Leave

12.3.1 Leave which is credited under 12.2.1 of this Article, not to exceed seven (7) days in any fiscal year, may be used for purposes of personal necessity, charged against sick leave.

12.3.2 Available days may be used for purposes, the nature of which cannot be attended to outside of regularly scheduled duty days. Before utilization of personal necessity leave, when the leave is foreseeable, a Unit Member shall arrange leave at a time which is mutually acceptable to the Unit Member and his/her supervisor and obtain prior approval from the appropriate management/supervisory person.

12.3.3 Except in the case of a verifiable emergency, personal necessity leave is not to be used immediately before or after a Unit Member's regularly scheduled vacation. Neither is personal necessity leave to be used for purposes of personal convenience which are not of an emergency nature or which can be accomplished within normal vacation leave days.

12.3.4 Purposes for which personal necessity leave may be used to include:

- A. Death (after Bereavement Leave is used) or serious illness of a member of the Unit Member's immediate family;
- B. An accident involving the Unit Member's person or property or the person or property of a Unit Member's immediate family;
- C. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any other order made with jurisdiction;
- D. Urgent personal business which requires presence at or in a time frame which falls within the Unit Member's regular work day, and which cannot be arranged outside of the Unit Member's normal work day.
- E. Illness or injury of a parent, child, spouse, or domestic partner.

12.3.5 Personal necessity leave is provided under the provisions of the California Education Code. Any abuse or misuse of personal necessity leave shall be considered an act of dishonesty and will be subject to disciplinary action up to and including termination.

12.4 Bereavement Leave

12.4.1 A unit member shall be entitled to an absence from service with full salary for a period not to exceed three (3) work days regardless of number of hours scheduled to work, or five (5) work days when out-of-state travel or travel of more than 350 miles one way is necessary, for the death of any member of his/her immediate family. While bereavement days do not need to be taken consecutively, they must be taken within eight (8) consecutive work days of the first day taken. If extenuating circumstances require the use of bereavement days beyond the eight

(8) work days, the unit member may request an extension to his/her immediate supervisor. If a supervisor or manager suspects abuse of bereavement leave based on previous bereavement requests or a documented pattern of misuse of leaves or other evidence of misuse pertaining to travel, the supervisor may request that the employee provide documentation of the location, mileage, and relationship for the bereavement leave upon return to work.

- 12.4.2 An absence from service with full salary for one working day shall be allowed for the death of any other close relative of the unit member with prior written approval from the immediate supervisor or the administrator of the area. "Close relative" for the purpose of this Section is defined as "aunt, uncle, niece or nephew" of the unit member or their spouse or domestic partner.

12.5 Pregnancy Disability

- 12.5.1 Unit members are entitled to use accumulated sick leave as set forth in 12.2.1 and 12.2.3 for disabilities caused or contributed to by pre-pregnancy, miscarriage, childbirth and recovery there from. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. Notwithstanding the foregoing, the maximum amount of pregnancy disability leave a bargaining unit member may receive is four months, unless the bargaining unit member specifically requests more than four months, demonstrates a medical necessity or requests a reasonable accommodation for the leave, and makes such request to the Superintendent/President in writing who shall determine whether to grant the request.

12.6 Industrial Accident Leave

- 12.6.1 Unit Members will be entitled to industrial accident leave according to the provision in Education Code Section 88192 for personal injury which has qualified for workers' compensation insurance program.
- 12.6.2 A unit member suffering an injury or illness arising out of and in the course and scope of employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 12.6.3 The District has, at its expense, the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 12.6.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check received from the workers' compensation carrier which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss

disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

- 12.6.5 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the workers' compensation laws of this State at the time of the exhaustion of benefits under this section, such unit member shall be entitled to use only so much accumulated and available normal sick leave and vacation leave which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.

12.7 Modified Return to Work Program

- a. Modified work assignments are temporary light duty assignments that allow a bargaining unit member who suffers a work injury or illness to progress to full duty status. A modified return-to-work program is a cost containment tool which allows a unit member to return to work under conditions set forth herein.
- b. In those instances where a bargaining unit member has a work injury or suffers from a work-related illness and is under the care of a physician, and the employee is released to return to work with restrictions, every effort will be made to find a temporary modified work assignment for the employee which is consistent with the work restrictions.
- c. A representative from the Human Resources Office will meet with the employee and his/her supervisor to determine if the employee can return to his/her regular job within the restrictions if a temporary light duty assignment is available within the district which the employee can perform. If the employee can perform in a modified assignment, the employee will complete a temporary modified return to-work statement which will detail the duties he/she will perform during this period. If no modified assignments can be found, the employee will be placed on temporary disability, sick leave, or other available appropriate leave (as provided within this Agreement) until an appropriate modified position (within the work restrictions) is found, or until restrictions are lifted and the employee can return to work.
- d. If an employee refuses a modified work assignment which is consistent with the restrictions imposed by his/her physician, no temporary disability benefits will be paid. If the employee is unable to return to work in any capacity as a result of a work injury or illness, the District retains the right to request verification

(at least once per month) that the employee is unable to return to work in any capacity.

12.8 Judicial Leave

- 12.8.1 Within five (5) days of receipt of notification of jury service, the unit member shall provide a copy of the official notification to the immediate supervisor and the Human Resources Office.
 - 12.8.2 Immediate supervisors shall reschedule unit members working the swing or graveyard shifts to a daytime schedule during the period of jury service.
 - 12.8.3 To avoid payroll adjustments and adverse effects on retirement, the unit member shall remit to the District the jury duty pay other than travel expense reimbursements.
 - 12.8.4 The leave for jury service shall be granted for the number of days of attendance in court as certified by an authorized officer of the court. The member must provide proof of service and proof of attendance after it has been completed. Bargaining unit members, who are required to report to jury duty and have served at least five (5) hours and past 1:30 p.m., shall not be required to report back to work that day. The unit member shall be responsible for notifying his/her supervisor prior to his/her absence. If released before 1:30 p.m., the unit member is required to return to work.
 - 12.8.5 The District shall not, in any way, discourage unit members from accepting jury service, but does, in accordance with Education Code Section 87036, reserve the right to discuss with affected unit members the practicality of seeking exemption or postponement when acceptance would materially disrupt District operations.
- 12.9 Military Leave: Leave of absence for active military service shall be granted as mandated by applicable state and federal law. For further information about this leave, contact a CSEA representative or the Human Resources Office and a military leave fact sheet will be provided.
- 12.10 Critical Illness in Immediate Family: An absence from service with full salary for a period not to exceed three (3) working days during any one fiscal year shall be allowed for a critical illness in the family. Such allowance shall not affect accumulated leave, and further, shall not be cumulative from year to year. The above three (3) days shall not be used until Personal Necessity Leave and sick leave permitted pursuant to Labor Code Section 233 (leave for illness or injuries of parents, children, spouses, or domestic partners as provided for in Section 12.2.2 of this Agreement) have been used. "Critical illness" shall be defined as one in which the person's life is in danger. The unit member shall have the

responsibility of providing satisfactory certification that the illness is critical following his/her return to service.

12.11 Subpoena Leave

- 12.11.1 A unit member shall be granted a paid leave of absence when subpoenaed as a witness and not as a litigant in a court of law. The leave shall be granted for the time necessary to comply with the subpoena, including necessary travel time as certified by an authorized officer of the court. Upon notification to his/her supervisor, thirty (30) minutes shall be available to the unit member both prior to and after fulfilling the requirements of the subpoena.
- 12.11.2 After fulfilling the requirements of a subpoena, if the unit member has two hours or less remaining in his/her regular work schedule and the appearance has occurred at a location other than on District property, the unit member is not required to return to work to complete his/her regular daily assignment and need not use any leave to cover the remainder of the work assignment.
- 12.11.3 In instances in which a unit member is subpoenaed to appear other than during his/her regular work schedule, the District reserves the right to decide if the unit member shall be permitted to work overtime to comply with the subpoena, alter his/her work schedule or consider other alternatives to permit the employee to comply with the subpoena.
- 12.11.4 Any unit member who requests that the Board of Trustees issue a subpoena for another unit member to testify at a discipline appeals hearing shall be assured that the District will permit said employee to attend the hearing and that employee shall receive paid subpoena leave pursuant to the article.
- 12.11.5 Subpoena leave shall not be accumulated from year to year. Compensation for such leave will be made up to a maximum of ten (10) working days per year. The amount of such compensation shall be equivalent to but not more than the difference between the unit member's regular earnings and any amount received under the subpoena.
- 12.11.6 A unit member who has received a subpoena to appear at a grievance hearing shall be required to cover the leave to comply with the subpoena by using any appropriate leave as provided by this contract, including but not limited to, released time for Chapter business pursuant to Article 3.4.3.
- 12.11.7 Subpoenas may be served by District employees who are not parties to the matter for which the subpoena is being issued.

12.12 Other Leaves Without Pay

- 12.12.1 Upon recommendation of the Executive Director of Human Resources and Labor Relations, the Superintendent/President and approval by the Board of Trustees, leave without compensation and without increment, seniority or any other benefit, may be granted for a period not to exceed one (1) fiscal year for the following purposes: Voluntary government service, care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, study and retraining or pregnancy and related medical conditions.
- 12.12.2 The applications for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Human Resources Office, in writing, at least thirty (30) days prior to the expiration of such leave, as to an intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.
- 12.12.3 During the period between the end of the Spring Academic Semester and the beginning of the Fall Academic Semester (inclusive of "Flex Days"), employees who, for personal reasons, wish to take leave without pay may take such leave with the approval of their immediate supervisor and the dean of the school in which they are employed, or the appropriate administrator, under the following conditions: (1) The employee must provide at least one month's notice prior to taking such leave; (2) The leave must be for a specific period of not less than five nor more than twenty consecutive working days (160 hours during 4/40 work schedule) with firm beginning and ending dates indicated.

No other requests for leave without pay shall be considered except as they are provided for in Subsections 12.12.1, 12.12.2 and 12.12.3 of this Article.

It is expressly agreed that denial of leave under this provision **SHALL NOT** be subject to the provisions of **ARTICLE IV: GRIEVANCE PROCESS** of this Agreement.

12.13 Family and Medical Care Leave. In accordance with the provisions of Government Code Section 12945.2 and the Federal Family and Medical Care Leave Act (FMLA) of 1993, each Unit Member shall be eligible for an unpaid leave of absence, not to exceed twelve (12) working weeks (60 working days) (26 weeks for military caregiver) in a twelve (12) month period for the following purposes and under the enumerated conditions:

- (a) Leave because of: 1) the birth of a child of the Unit Member, 2) the placement of a child with the Unit Member in connection with the adoption of that child by the Unit Member, or 3) the serious health condition of a child, parent,

spouse or domestic partner of the Unit Member; 4) the placement of a son or daughter of the employee for foster care, 5) a serious health condition that makes the unit member unable to perform the functions of the position; 6) a qualifying exigency as defined by the law; and 7) a military caregiver as provided by law;

- (b) Unit Members shall retain all employment rights during the leave period and shall be guaranteed the right to return to the same or a similar position at the end of the leave period;
- (c) Family Care Leave is to be used in conjunction with and coordinated with "Personal Necessity Leave" provided for in this Article, Section 3. Personal Necessity Leave.
- (d) Unit Members on Family Care Leave shall continue to be eligible for membership in the District health and welfare plans as those plans are described under **ARTICLE IX: HEALTH AND WELFARE BENEFITS**, of the Agreement. If the Unit Member fails to return to work when the leave expires for a reason other than the continuation, recurrence or onset of a serious health condition that would entitle the Unit Member to leave under existing law, or other circumstances beyond the Unit Member's control, the District will recover the premium which was paid for maintaining health coverage during the Unit Member's leave;
- (e) The District will require certification which indicates the medical necessity for requesting leave and the expected duration of such leave if the Unit Member is requesting leave because of a serious medical condition;
- (f) If the need for the leave is foreseeable, the Unit Member is required to make a reasonable effort to schedule the leave at a time which would least disrupt his or her service to the College. Requests for leave should be submitted with as much advance notice as possible.

ARTICLE XIII: VACATION

13.1 Vacation time shall accrue from the first of the month nearest to the beginning date of employment.

13.1 Unit members shall accrue vacation at the rate set forth in Section 13.5. Vacation, with the approval of the District, may be taken at any time during the fiscal year. If the unit member is not permitted to take his or her full annual vacation, the amount not taken shall accumulate for use in the next fiscal year or be paid at the option of the governing board. If, by March 1 of each fiscal year, an employee has not taken or scheduled vacation during the remainder of the fiscal year so that his/her vacation accrual will not be greater than the maximum 22 days' accrual by June 30 of that fiscal year, the District will provide the

employee a written statement as to the number of vacation days to be scheduled, as well as the vacation scheduling form to remind the employee of the need to schedule vacation during the remaining months of the fiscal year.

The explicit intent of both parties is that vacation be scheduled and taken as paid time off. Consequently, if the employee does not schedule his/her accrued vacation by March 15th, the employee's supervisor will meet with the employee to jointly schedule the employee's remaining vacation time for the year. The purpose of this meeting will be to schedule vacation so that by the end of the fiscal year the employee will not have more than one year's annual accrual on the books. In the event that an employee and supervisor cannot agree on a vacation schedule to bring the employee's vacation accrual down to a maximum of twenty-two (22) days, which is equivalent to 176 hours, then in that event, the supervisor shall schedule the employee's vacation for the employee before June 30th of that year. Requests to use vacation during those months (i.e. March 1-June 30) will not be unreasonably denied.

Upon resignation or retirement, unit members shall be compensated for the amount of unused accrued vacation.

- 13.3 Unit members serving on less than twelve (12) month schedules shall accrue vacation on the same basis and at the same rate as those employed on a twelve month schedule. Vacation shall be used preferably during periods when students are not present unless otherwise approved due to workload changes or other special circumstance. These periods shall include, but not be limited to, Winter Break, Semester Break and Spring Break. Unit members shall use their vacation during months of their scheduled work periods, and not following the completion of their assigned days.
- 13.4 In so far as it is possible vacation shall be scheduled to the mutual advantage of the unit member and the District. All requests for vacation of three or more working days shall be submitted to the unit member's immediate supervisor in writing not less than two weeks in advance of the beginning of the vacation. The supervisor shall recommend the granting or denial of the vacation to the Appropriate Administrator who, in consultation with the supervisor, will approve or deny the request. Within one week of the submittal of the request by the unit member, the supervisor will give written notification to the unit member of the status of the request. Failure of the supervisor to provide such written notification shall constitute approval. Should a request for vacation be denied due to District necessity, receipt of the written denial shall be acknowledged by the employee. If vacation is denied because of District necessity, the unit member and the supervisor must immediately attempt to arrange vacation at a more acceptable time. Request for vacation shall not be unreasonably denied. If an employee with forty (40) hours (the maximum accrual) of compensatory time on the books (see Article 11.6) requests to use vacation, the employee's supervisor may require that the employee first use compensatory time for the leave requested.
- 13.5 The amount of vacation time shall be based upon the length of service of the unit member, and shall be accrued on a calendar month basis as follows:

Length/Service	Earned Vacation Time Per Calendar Month	Earned Vacation Time Per Fiscal Year
0-1 Yrs. Inc.	0.83 work days	10 days
2-3 Yrs. Inc.	1.00 work days	12 days
4-7 Yrs. Inc.	1.25 work days	15 days
8-10 Yrs. Inc.	1.42 work days	17 days
11-20 Yrs. Inc.	1.67 work days	20 days
21- 24 Yrs. Inc.	1.75 work days	21 days
25 & over	1.83 work days	22 days

- 13.6 In the case of probationary employees who are assigned a regular twelve-month schedule, a vacation with salary shall not be granted in advance of vacation time earned. Newly employed unit members may take vacation only after they have completed six (6) months of employment with the District. Probationary unit members shall be compensated for unused vacation upon termination.
- 13.7 For permanent employees, the current fiscal year's accrual of vacation with salary may be granted in advance of vacation time being earned.
- 13.8 A permanent unit member shall be allowed to interrupt or terminate a vacation leave in order to begin another type of paid leave without return to active service, provided the unit member supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination including, upon request, medical verification to the appropriate supervisor.

ARTICLE XIV: HOLIDAYS

- 14.1 14.1 Unit members shall be entitled to the following 18 paid holidays (or as prorated based on FTE if applicable) provided the unit member is in paid status during any portion of the working day immediately preceding or succeeding the holiday:

Independence Day	Legal Holiday
Labor Day	Legal Holiday
Veteran's Day	Legal Holiday
Thanksgiving Day	Legal Holiday
Friday following Thanksgiving	Local Holiday
Winter Break Holiday (Three days total)	Local Holiday
Christmas Day	Legal Holiday
In lieu of Admissions Day	Local Holiday

Native American Day	Local Holiday
New Year's Day	Legal Holiday
Martin Luther King Day	Legal Holiday
Lincoln's Day	Legal Holiday
Washington's Day	Legal Holiday
Cesar Chavez	Local Holiday
Spring Recess Day	Local Holiday
Memorial Day	Legal Holiday

14.2 When a holiday herein listed falls on Sunday, the following Monday shall be deemed to be the holiday. When a holiday herein listed falls on Saturday, the preceding Friday shall be deemed to be the holiday with the exception of Lincoln's Day which shall be taken to coincide with the adopted school schedule in accordance with Education Code Section 79020.

14.3 For the July 4th Independence Day Holiday, bargaining unit members shall receive ten holiday hours. In the past, employees working the 4/40 work schedule during the summer months have been converted to the 5/40 work schedule during the week of the Independence Day holiday and have received eight hours for the holiday. Henceforth, for the workweek in which July 4th occurs, employees who are working a 4/40 schedule, will continue to do so. Those employees who only work the 5/40 work schedule, will also receive ten holiday hours for the July 4th Independence Day holiday. Given that such employees only work an eight hour day, the additional two holiday hours earned for the July 4th holiday shall be used by such employees on the Friday in the week of the July 4th holiday at the end of their shift. As such, those employees' workday will end two hours earlier than normal on that Friday.

On years when the July 4th holiday falls on a Friday or Saturday: 1) employees working a 4/40 schedule will get the holiday off on Thursday, July 3rd or July 2nd, 2) employees who work a 5/40 schedule will get the July 4th holiday on Friday July 4th or July 3rd and will end their working day on Thursday, July 3rd or July 2nd, two hours early. On years when the July 4th holiday falls on a Sunday: 1) Employees working a 4/40 schedule will get the holiday off on Monday, July 5th, 2) employees who work a 5/40 schedule, will also get the July 4th holiday on July 5th and will end their workday on Friday, July 2nd, two hours early.

This section shall only be operative as long as the District uses a 4/40 work schedule during the summer as outlined by Article 11.1.2.

14.4 Christmas/New Year Holiday Break: The parties agree that the bargaining unit members will be on Christmas/New Year Holiday Break from December 24-January 1. Given that the days of the week change each year, the parties acknowledge that December 24 may occur on a weekend or regular work day. However, given that regardless of the day of the week December 24 occurs,

there are five workdays between December 24 and January 1, not including Christmas and New Year's Day, bargaining unit members (as well as confidential employees) will cover those five workdays (and thus, be off from work between December 24 and January 1) as follows: the first three workdays (e.g., December 24, 26 and 27) will be covered with the following Local/Legal Holidays: 1) Winter Break Holiday (Local), 2) In Lieu of Admissions Day (Local), and 3) Native American Day (Local). The last two workdays of the Christmas/New Year Holiday Break will be two additional Winter Break Holidays (Local).

The intent of the parties is that the District is closed during the Christmas/New Year Holiday break. However, if an employee is directed to work on any of the days of the break, (1) he/she will be compensated in accordance with article 8.2: (2) he/she will only be directed to work through the authorization of a vice-president. It is the intent of the parties that only those employees who are providing services which are essential during the break (e.g., security, payroll, M & O, as needed or on an emergency basis) will be requested to work.

If a vice president wishes to have an employee(s) work during the break he/she shall first determine if employees within that classification wish to voluntarily accept that assignment. Volunteers will be assigned by seniority. When the number of volunteers is insufficient, assignments will be made based on reverse seniority.

- 14.5 The Two Local Holidays which are not being used during the Christmas/New Year Holiday Break, Friday following Thanksgiving and Spring Recess Day, will continue to be assigned to the Friday following Thanksgiving and Spring Friday.
- 14.6 The Desert Community College District needs to have flexibility to schedule the Veteran's Day Holiday to ensure that the academic needs for the students' seat hours. The District needs to have the discretion to schedule this day according to the calendar or as needed within the District. If Veteran's Day (i.e., November 11) falls on a Tuesday, Wednesday or Thursday, the District agrees that it will meet with CSEA to discuss the date of the holiday before it is established. However, ultimately, the decision of when the holiday will occur is the District's. If the Veteran's Day holiday falls on any other day of the week (Friday through Monday) it will be celebrated on the day of the week set forth by Education Code section 79020.
- 14.7 Cesar Chavez holiday will be observed on the Thursday of Spring Break.

ARTICLE XV: VACANCIES and TRANSFERS

- 15.1 Unit members may apply for new permanent unit member positions or existing unit member positions which become vacant. Application for such vacancies shall be filed by the unit member in writing with the Human Resources Office within the posting period. The selection of a unit member to fill a vacancy is at the discretion of the District. In all cases, unit member applicants who are not selected, upon request, shall

be given a written explanation of the District's decision within 30 days of the request. Current District Employees who meet the minimum qualifications for the vacant position shall receive one point in the screening process in recognition of the institutional value to the District in staff retention. The point will be added to the current employee's total, after the average points for all candidates is calculated.

Unit members on leave of absence who cannot personally file an application for vacancy due to illness or injury, may contact the District to arrange for an alternative procedure. The District shall send a notice of vacancy to unit members on leave of absence by first class mail to the unit member's last known address provided the unit member has filed both a written request for consideration for such vacancy within three (3) months prior to the initial posting and written notice with the District Human Resources Office of his/her leave-of-absence, citing the dates of anticipated leave.

- 15.2 The District shall post vacant positions on the employment opportunities webpage for a period of not less than six (6) working days prior to the closing of the vacancy. The District shall provide an accessible PDF copy of each vacancy posting to the CSEA Chapter President or designee via email not less than six (6) working days prior to the closing of the vacancy. In cases where a vacancy reoccurs with six (6) months of the District having previously filled the vacancy, the District may consider finalists who previously applied for the position. The District will repost internally for six working days should the District consider this option for refilling the vacancy. Internal applicants who apply and meet the minimum qualifications shall receive an interview with the hiring manager.
- 15.3 Unit members on leave of absence who cannot personally file an application for vacancy due to illness or injury, may contact the District to arrange for an alternative procedure. The District shall send a notice of vacancy to unit members on leave of absence by first class mail to the unit member's last known address provided the unit member has filed both a written request for consideration for such vacancy with three (3) months prior to the initial posting and written notice with the Human Resources Office of his/her leave-of-absence, citing the dates of anticipated leave.

TRANSFERS

- 15.4 A unit member may initiate a request for a lateral transfer to a vacancy within the employee's same job classification, by submitting the transfer request at any time to the Human Resources Office. Unit members on the transfer request list as of the closing date of the recruitment for the this vacancy within their same job classification shall be offered an interview with the hiring manager along with other eligible applicants. The employee shall submit an application for the benefit of the hiring manager's and committee's review during the interview process. Following the interview, the District will inform the unit member if the transfer request is approved or denied. A unit member's transfer request shall remain on file in the Human Resources Office for twelve (12) months, or when the transfer occurs, or when the employee is promoted or leaves the District, whichever occurs first.

- 15.5 The District may initiate a lateral transfer of unit members for identifiable operational related needs. Prior to such transfer, the District shall attempt to seek volunteers within the bargaining unit. The unit member selected shall be given a minimum of ten (10) working days' notice, and a conference shall be held with the Superintendent/President or designee to discuss the basis for the transfer. Lateral transfers shall not be used to influence a layoff in lieu of statutory layoff procedures.
- 15.6 Transfer into a vacancy between sites may be initiated by a unit member or immediate supervisor and shall be granted upon mutual agreement between unit member and immediate supervisor when hours and assignment shall remain the same.

ARTICLE XVI: PROFESSIONAL GROWTH, STAFF DEVELOPMENT & DEPENDENT WAIVERS

16.1 Professional Growth

As a part of the efforts to encourage unit members to seek to improve their personal knowledge and skills, an amount not to exceed \$15,000 shall be set aside each fiscal year for payments to qualified unit members for reimbursement under the provisions of this Article.

A. Clarification of Purpose: The Classified Professional Growth Program is designed to provide an incentive for unit members to further their education, skills and training as it relates to their current work assignment. This educational program will enhance job performances as well as services for the student, the District and the community by doing the following:

1. Improve the standard of service; 2. Improve on-the-job performance;
3. Promote technological advancements;
4. Provide opportunities for personal growth;
5. Provide opportunities for advancement.

16.2 A maximum of \$1,200 per fiscal year may be granted to eligible, qualified employees to be used for reimbursement for verified costs of tuition, fees, books and supplies for approved credit classes of study or non-credit, GED and English as a Second Language (ESL) courses at College of the Desert or any other accredited college or university.

16.3 To qualify for reimbursement of educational expenses, a unit member must :

16.3.1 Receive approval of the Professional Growth Committee for a planned course of study leading to improving skills related to the unit member's present position or which prepares the unit member for advancement to a position with the District, or prepares the unit member for a new career;

- 16.3.2 Receive advanced Committee approval and enroll in a class which is a part of the approved plan;
- 16.3.3 Submit a transcript from the institution attended evidencing completion of the class with a grade of "C" or better, or the equivalent;
- 16.3.4 Submit documented proof of expenses related to the completed class, with Human Resources Office verification, to the Business Office for reimbursement.

16.4 Unit members who choose to enroll in courses offered at College of the Desert may rearrange their work schedules for not more than (A) five (5) hours per week for unit members who work 40 hours, and (B) three (3) hours per week for those who work fewer than 40 hours per week to attend those classes under the following conditions:

- 16.4.1 Prior to enrolling in the class, secure written permission from the immediate supervisor to rearrange work hours in order to be released during the time which classes meet, and to make up those hours within the same day(s) in order not to exceed an eight hour work day;
- 16.4.2 Submit an application to the Committee to enroll in the class;
- 16.4.3 Confirm enrollment and attendance in the class with the immediate supervisor;
- 16.4.4 Maintain satisfactory progress in the class as verified by the class instructor.
- 16.4.5 A unit member may, on his/her own initiative, enroll in and attend a course offered during his/her regularly scheduled work hours with the mutual agreement of his/her immediate supervisor. This approval to take a class during regularly scheduled work hours is unrelated to the reimbursement provisions of Articles 16.2 and 16.3. The unit member will be required to make up one-half of the time spent in those classes which meet during the regular workday. Nothing herein is intended to prevent a unit member from taking a class(es) outside of his/her regular workday. Pursuant to Article 16.4, unit members may not take classes for more than five (5) or three (3) hours per week during their regularly scheduled work day, therefore the maximum amount of time that unit members need to make up for the day(s) in which they attend class is two and one half (2 ½) or one and one half (1 ½) hours per week. If a unit member is taking class on more than one workday in a workweek, he/she shall arrange in advance with his/her supervisor on which day(s) (that he/she is attending class) that he/she shall make up the work. In no case may a unit member make up time which will result in working more than eight (8) hours in a workday.

- 16.5 There shall be no limit to the number of units which an employee may take during a given semester or year as long as they fit within the above guidelines. However, no more than the prescribed \$1,200 shall be reimbursed in any fiscal year.
- 16.6 Upon ratification of the provisions of this Article by CSEA and the District Board of Trustees, and annually thereafter, a Professional Growth Committee shall be appointed consisting of three (3) unit members, two supervisors of classified employees and the Vice President of Human Resources and Employee Relations.
- 16.6.1 The three unit members shall be appointed by CSEA using a process which CSEA determines;
- 16.6.2 The supervisors shall be appointed by the District Superintendent/President.
- 16.6.3 The initial Committee shall develop a process for application by unit members for consideration under the provisions of the Article.
- 16.6.4 The Committee shall develop necessary forms, time lines and notification process to insure that all eligible unit members are made aware of the opportunity to apply for consideration each semester or quarter.
- 16.6.5 The Committee shall be responsible for review of all applications for reimbursement under the Article, and to make recommendations for such reimbursement.
- 16.6.6 The Committee shall review the process developed under 16.6.4 after its application for each of the first two semesters and recommend revisions in forms or process as necessary.

16.7 Staff Development

The California School Employees Association Chapter 407 shall appoint a Classified Staff Development Committee from among the Classified employees at the beginning of each Fall semester. There shall be a minimum of five seats on the Classified Staff Development Committee. The committee shall meet on an as needed basis.

- A. Clarification of Purpose: Staff Development funds are intended to support training and/or educational opportunities for staff, which shall enhance job performances, as well as services for the students, the District and the community, by doing the following:
1. Develop leadership skills;
 2. Support ladders of progression;
 3. Develop technological skills and capacity;

4. Improve on-the-job performance

- 16.7.1 Duties of the Classified Staff Development Committee will consist of reviewing all classified employee applications for funds; the initial assessment of the importance and viability of the proposed use of staff development funds; notification of all applicants regarding the status of their applications in a timely manner; and making a recommendation to the Vice President of Human Resources and Employee Relations as to the use of classified staff development funds. The Vice President will then make a determination on each of the Committee's recommendations. The Vice President's determination will then be communicated to the committee chair and the unit member who has filed the application. The Vice President's determination will be final. The unit member will be responsible for processing all necessary paperwork to be forwarded to the Business department.
- 16.7.2 There will be a maximum of \$15,000 per fiscal year allocated to classified staff development. Those funds not used by CSEA bargaining unit members in a given year shall roll into the next year provided that the maximum amount of this fund does not exceed twice the maximum annual allotment. Budget information shall be available to all committees at all times. The Chair of the committee will keep its members fully apprised of the funds, both spent and available.
- 16.7.3 This article and the funds allocated pursuant to it shall not supplant or replace the routine District and departmental training budget and/or resources.
- 16.8 Tuition Free classes for employees, children, spouses, or domestic partners of bargaining unit members: The District agrees to provide up to 240 units per year of tuition free (books and student fees are not included) classes to employees, children, spouses or domestic partners of bargaining unit members. Children must be between the ages of 17 and 24 and must be birth, adopted or step children of the bargaining unit member. Employees, children, spouses, or domestic partners of a bargaining unit member must maintain academic progress or equivalent in all courses taken to be eligible to take another tuition free class in a subsequent semester pursuant to this section. If 240 units are not used in any given academic year, the remaining units will not be rolled over or made available in subsequent academic years. To ensure that this provision is administered fairly, students who are eligible to participate must submit a request **thirty (30) days prior to the start of the term, session, or late start class** to CSEA who shall establish a policy and procedure to select and assign the units to students. CSEA will forward the list of students who will receive tuition free classes to the Vice President of Student Services at least **fifteen (15) days prior to the start of the term, session, or late start class**. Any unused units (of the 240 units) may be used in the following Summer session. As a condition of receiving tuition free classes pursuant to this provision, students who are eligible to receive financial aid must first apply for it through federal and/or state financial aid. Financial aid and scholarship awards will be applied first prior to receiving the tuition free classes.

ARTICLE XVII: EVALUATION PROCEDURES

- 17.1 The primary purpose of evaluation shall be to assist unit member in improving job knowledge and skills and to recognize the unit member's contribution to the District, as well as to inform the member of areas where performance improvement is needed. (See Appendix G-Evaluation Factors)
- 17.2 The District shall provide written evaluations to all permanent unit members every year. Evaluations shall be signed and dated by the evaluator and the unit member.
- 17.3 New unit members shall be subject to a probationary period of twelve (12) months. New unit members shall be evaluated at the end of the fourth and eighth months of employment. Existing unit members selected or promoted into a new classification or members rehired from the reemployment list into a new classification shall be subject to a probationary period of six (6) months. Existing members who are promoted or moved into a new classification, and/or members rehired from the reemployment list into new classifications shall be evaluated at the end of the third and fifth months of employment in the new position.

Upon the same effective date of a change in law, if probationary periods are reduced by an act of the legislature, the parties agree to meet and negotiate in order to align the probationary period with the new law and to negotiate the corresponding effects on the evaluation schedule.

17.3.1 Existing unit members returning back to their prior classification after an unsuccessful 6-month probationary period shall be placed at the same salary range at which they left.

17.3.2 Unit members who are placed on the re-employment list retain the following rights:
If the person is reemployed in a new position and fails to complete the probationary period in the new position, they shall be returned to the reemployment list for the remainder of the 39-month or 63 month period. The remaining time period shall be calculated as the time remaining in the 39-month or 63 month period as of the date of reemployment.

- 17.4 The evaluator shall be the unit member's immediate supervisor.
- 17.5 The unit member shall complete the self-evaluation prior to meeting with the supervisor.
- 17.6 The evaluator shall meet with the unit member to discuss the unit member's written evaluation. Said meeting shall include only the evaluator and the unit member. The unit member must sign the evaluation signifying only that the unit member has read the document. The unit member shall be provided the opportunity of attaching a written response within ten (10) working days which shall become part of the permanent record. The unit member may request and receive an opportunity to meet with the unit member's supervisor and the appropriate Administrator to discuss any components of the evaluation.

- 17.7 Evaluation shall include specific recommendations for improvement including objectives and timelines.
- 17.8 Only the evaluation procedure, not the contents of the evaluation shall be subject to the grievance procedure.
- 17.9 Unit members on an extended leave shall have their evaluation date correspondingly extended to reflect the leave. For probationary employees, the extension will be the amount of time the employee is on leave, but no more than three (3) months. For permanent employees, the new evaluation date will be based on the amount of calendar days in which the permanent employee was on leave.

ARTICLE XVIII: LAYOFF

18.1 Definitions and Reason for Layoff

18.1.1 Employee – An employee, for the purposes of this Article, is a permanent or probationary employee of the classified bargaining unit.

18.1.2 Layoff – A layoff is a reduction in force or a reduction in hours of classified employees.

18.1.3 Reduction in Hours – Any reduction in regularly assigned time.

18.1.4 Seniority or Length of Service – For the purposes of this Article means all hours in paid service, whether during the school year, a holiday recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.

18.1.5 Effective Date of Layoff or Termination Date – Shall be the last actual working day.

18.2 Notice of Layoff

18.2.1 When, as a result of reduction or elimination of the service being performed by any department where classified employees are subject to layoff for lack of work or funds, affected employees shall be notified by regular United States mail sent to the most recent address provided to the District by the employee. The notice shall be sent to the employee no later than sixty (60) calendar days prior to the effective date of layoff.

18.2.2 When, as a result of the expiration of a specially funded program, where classified positions must be eliminated at the end of any school year, and where classified employees will be subject to layoff for lack or termination of funds, the employees

to be laid off at the end of the school year shall receive notification of layoff no later than April 29.

18.2.3 However, if the termination date of any specially funded program is other than June 30, the layoff notice shall be sent to the employee no later than sixty (60) calendar days prior to the effective date of the layoff.

18.2.4 The layoff notice shall contain:

1. A statement as to whether the layoff is for lack of work or lack of funds;
2. The employee's displacement (bumping) rights (if any);
3. The employee's reemployment rights;
4. A statement of the employee's right to representation by the CSEA;
5. A copy of each layoff notice shall be sent to the current CSEA Chapter 407 President.

18.3 Displacement of Bargaining Unit Work

- A. A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render.
- B. Persons laid off because of a lack of work or lack of funds are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.
- C. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.
- D. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.
- E. Those employees laid off shall be eligible for rehiring in the class from which they were reduced or eliminated for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.

- F. If the person is reemployed in a new position and fails to complete the probationary period in the new position, he or she shall be returned to the reemployment list for the remainder of the 39-month or 63-month period. The remaining time period shall be calculated as the time remaining in the 39-month or 63-month period as of the date of reemployment.

18.4 Bumping Rights

Any layoff shall be effective within a class. The order of layoff shall be based on seniority within that class (regardless of the source of funding i.e., District or externally funded) and higher or equal classes throughout the District. An employee with the least seniority within a class plus higher or equal classes shall be laid off first. Seniority shall be based upon the number of hours an employee has been in paid status as a permanent employee, plus higher or equal classes.

18.5 Time Line to Exercise Bumping Rights

Once the notification of layoff is sent, an employee who has displacement rights must notify the Executive Director of Human Resources of his/her intention to exercise bumping rights within seven (7) working days.

18.6 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping shall maintain his/her reemployment rights as defined under this Article.

18.7 Seniority Roster

The District shall provide CSEA, Chapter 407 with an updated seniority roster by July 31 of each year, as well as 60 days before the effective date of any layoff(s).

18.8 Applicable Provisions

All other provisions pertaining to layoff and reinstatement found in the California Education Code regarding non-merit community college district classified employees shall be applicable.

ARTICLE XIX: DISCIPLINE

19.1 DEFINITIONS

Disciplinary action includes:

- A. Reduction in pay: A reduction in a unit member's pay for either a definite or indefinite period.
- B. Demotion: An assignment to a lower classification or a different position for disciplinary reasons in non-layoff situations.
- C. Suspension: Temporary removal from employment of the District for a specific period without pay.
- D. Dismissal: Removal from employment of the District.
- E. Written confirmation of oral counseling: A written confirmation of a meeting conducted by a supervisor in which a unit member is advised of the need to improve performance and/or to exhibit a change in behavior. Unsatisfactory or unacceptable behaviors or actions by the unit member are discussed and strategies for correcting these behaviors or actions shall also be outlined. These are placed in a memo and put in the unit member's personnel file after the unit member has been given the opportunity to respond to its contents. The unit member's written response to the written confirmation of oral counseling is his/her only recourse and shall occur within thirty (30) calendar days of the oral counseling.
- F. Written reprimand: Documentation by the supervisor of a unit member's unacceptable behavior or actions and/or performance which do not meet work standards. Such a reprimand can be placed in the unit member's Personnel File after the unit member has been given the opportunity to respond to its contents. The unit member must respond to a written reprimand within 30 days. Both the written reprimand and the response shall be placed in the Personnel file simultaneously. If no response is received within 30 days, the District may place the written reprimand in the member's Personnel file. The content of a written reprimand is not subject to the grievance process.
- G. No disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two years preceding the date of filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed the unit member should have disclosed the facts to the District.

19.2 GROUNDS

Grounds for discipline shall include, but not be limited to the following:

1. Repeated absence, without notification.
2. Excessive absence.
3. Unexcused absences.

4. Repeated unexcused tardiness.
5. Abuse of paid leave privilege.
6. Conviction of a crime carrying felony punishment which has nexus to employment or a plea of “*nolo contendere*”.
7. Discourteous, offensive or abusive conduct or language toward another District employee, a student or a member of the public.
8. Dishonesty.
9. Reporting for work while intoxicated; possession of an open container of an alcoholic beverage on District property, or in a District-owned vehicle, or working while under the influence of alcohol.
10. Reporting to work or working while under the influence of a controlled substance.
11. Conviction of any sex offense as defined in Education Code Section 87010 or with reference to Penal Code Section 261.5.
12. Conviction of any narcotics offense as defined in Education Code Section 87011 with reference to Health and Safety Code Section 11361.
13. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any District records.
14. Altering records of the District.
15. Engaging in political activities while on a work-duty status (as defined under Education Code Section 7050 et seq.)
16. Possession of a gun, knife or other weapon having similar deadly capabilities, excluding tools used on the job, on District grounds or any offsite location where classes are held.
17. Incompetence or inefficiency in the performance of the duties of the position.
18. Insubordination including, but not limited to, refusal or failure to do assigned work. (Refusal to do assigned work due to legitimate safety concerns shall not be considered insubordination.)
19. Carelessness or negligence in the performance of duty.
20. Misuse or misappropriation of District property (exclusive of ordinary wear and tear).
21. Denial, suspension, revocation or non-renewal of a license, permit or any other document(s) required by the nature of the position.
22. Inability to perform assignment/job due to failure to meet necessary qualification specified at the date of hire (including, but not limited to meeting the District’s insurability requirements). The District, when making this determination, shall take all laws into consideration.
23. Failure to adhere to safety policies and practices.
24. Unlawful harassment of co-workers or students.
25. Violation of the District’s violence in the workplace policy.

19.2.1 The term “conviction” (or proof of commission of) as used above shall mean conviction in trial court based upon a plea of guilty or *nolo contendere* or a finding of guilty after a court or jury trial.

19.2.2 Sex and narcotic offenses: Any unit member charged by complaint, information or indictment filed in a court of competent jurisdiction with any sex offense as defined in Section 87010 of the Education Code, any narcotics offense as defined in Section 87011 of the Education Code, any other offense enumerated in Section 88123 of the Education Code, may be placed on a compulsory leave of absence for such period of time, and subject to such conditions, as set forth in Section 88123 of the Education Code.

19.2.3 Only with respect to Section 19.2.2, the Superintendent/President, or designated representative, has the authority to suspend a unit member pending action by the Board of Trustees at its next regularly scheduled meeting, or at a special meeting called for the purpose of considering placement of the unit member on a compulsory leave of absence, if after considering the unit member's response, if any, the Superintendent/President, or designee, is of the opinion that such action is in the interest of the District.

19.3 PROCESS

The following process does not apply to written confirmation of oral counseling or written reprimand(s):

- A. Any unit member against whom a disciplinary action is initiated by the District shall be given a Notice of Intent to Discipline (e.g. to suspend) from the supervisor.
- B. The notice shall contain the following:
 - 1. That the District is proposing discipline and the date the discipline will be effective.
 - 2. The specific grounds which support the disciplinary action as set forth in Article 19, Section 2.
 - 3. The acts or omissions i.e. the facts which support the grounds for the disciplinary action.
 - 4. That the unit member and/or representative shall have a right to view any attached documents which support the proposed disciplinary action.

5. Reference to any prior discipline which is relevant to the proposed discipline.
6. The unit member's right to a *Skelly* meeting with the Superintendent/President or his/her designee.

19.3.1 Paid Administrative Leave.

Any unit member who is issued a notice of intent to discipline may be placed on paid administrative leave by the supervisor recommending discipline from the moment that the notice of intent to discipline is issued. Any unit member may be placed on paid administrative leave at any other time by his or her immediate supervisor or District administrator. The supervisor or administrator will consult with the Human Resources Office prior to placing an employee on paid administrative leave.

19.3.2 *Skelly* Meeting or Written Response.

Each unit member who is issued a notice of intent to discipline shall be entitled to request either a *Skelly* meeting or may provide a written response to the proposed discipline within seven (7) calendar days of the issuance of the notice of intent to discipline. The seven (7) day time limit shall be set forth in the notice of intent to discipline. It will be incumbent upon the unit member to insure that the request for a *Skelly* meeting is received by the individual designated as the *Skelly* Officer within the seven (7) day period.

The purpose of the *Skelly* meeting is to give the bargaining unit member an opportunity to respond to the charges. The *Skelly* meeting or written response is not a hearing. The bargaining unit member may not call witnesses. However, he/she may have one Chapter representative and may also have a CSEA Labor Relations Representative present and may bring written material in his/her attempt to convince the *Skelly* Officer that the discipline should not be imposed. If the employee chooses to have two representatives present during the *Skelly* meeting, only one of the representatives may act as the spokesperson for the employee during the meeting. However, the employee may caucus with both representatives at any time during the meeting. If the employee chooses to participate in a *Skelly* meeting, the meeting shall take place within five (5) days of the employee's request for the meeting unless the employee's and District's representatives mutually agree to a later date for the meeting.

The *Skelly* Officer (i.e. the District's representative at the *Skelly* meeting) shall be either the Superintendent/President or his/her designee. However, the designee may not be personally embroiled in any of the incidents giving rise to the proposed discipline. It is the intent of the District that the *Skelly* Officer be

neutral, i.e. that he/she should not have been made part of the decision making process with respect to the proposed discipline. However, the *Skelly* Officer will have access to all of the evidence which the supervisor relied on in making his/her recommendations to propose discipline against the unit member prior to or after the *Skelly* meeting.

19.3.3 Notice of Discipline.

After the *Skelly* meeting or written response, the *Skelly* Officer shall make a recommendation to the Superintendent/President as to whether the proposed discipline should be sustained, overruled or modified. The Superintendent/President shall then prepare a notice of discipline to the unit member (assuming that the discipline is either sustained or modified) which shall contain the following elements:

1. That, after carefully considering the response of the unit member and/or his/her representative, the proposed discipline or modified discipline is being imposed and the date the discipline will be effective. The unit member will be taken off the payroll on the effective date of the discipline if a suspension or termination is imposed.
2. The specific grounds which support the disciplinary action as set forth in Section 19.2.
3. The acts or omissions (i.e. the facts) which support the grounds for the disciplinary action.
4. All documents in support of the action will be attached.
5. Reference to any prior discipline which is relevant to the discipline.
6. The unit member's right to a hearing before the District's Board of Trustees to challenge the discipline. The notice will inform the unit member that he/she shall be given ten (10) calendar days in which to request a hearing before the District's Board of Trustees.

19.3.4 Hearing Before the Board of Trustees.

The discipline hearing shall be held before the Board of Trustees. The President of the Board or designee shall preside. The hearing shall be held in closed session unless the bargaining unit member requests, in writing, an open hearing at least twenty-four (24) hours prior to the hearing. The following guidelines shall be used in conducting hearings.

1. The District has the burden of proving that the recommended discipline is warranted. Therefore, the District must present its case first.
2. The unit member may request that District employees be present as witnesses at the hearing by making a written request to the District's Executive Director of Human Resources and Labor Relations at least five (5) calendar days before the hearing.
3. The hearing will be recorded by the District and a copy of the tape will be made available to the employee upon his/her request.
4. Oral evidence shall be taken only on oath or affirmation.
5. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called his/her to testify; and to rebut the evidence against him/her. If the accused unit member (respondent) does not testify in his/her own behalf, he/she may be called and examined as if under cross examination.
6. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admissions of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing and examining other evidence but shall not be sufficient standing by itself to support a finding unless it would be admissible over objection in civil actions.
7. At the conclusion of the hearing, the Board shall retire and deliberate in private. The Board can sustain, modify or rescind the proposed disciplinary action. The Board shall announce its decision and the vote of each Board member in public session at the meeting at which it makes the decision (which shall either be at the meeting immediately following the hearing or the next regularly scheduled meeting) in accordance with Government Code Section 54957.1.

ARTICLE XX: CONCERTED ACTIVITIES

- 20.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by CSEA or by its officers, agents, or members, or other unit members, during the term of this Agreement. In this regard, the CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. Failure by unit members to abide by the terms of this Article may result in disciplinary action.

ARTICLE XXI: SAFETY

- 21.1 The CSEA shall have the right to appoint two members to serve on the District Environmental Health and Safety Committee. Part of the Committee's responsibility will be to develop Safety Procedures (SP) for all classifications in the bargaining unit.
- 21.2 Questions by unit members concerning potentially unsafe conditions shall be conveyed by the unit member or a Job Steward to the chairperson of the safety committee for review by the committee. Questions raised by a unit member shall not be discussed by the committee unless an appointed CSEA member of the committee or an appointed designee is present.

ARTICLE XXII: ORGANIZATIONAL SECURITY

- 22.1 **PAYROLL DEDUCTIONS.** Upon written notification by CSEA, the District shall deduct the amount of Association dues, in accordance with the CSEA dues schedule, i.e., whom CSEA has certified to have requested such dues deductions, from the wages or salary of bargaining unit members and pay such dues to CSEA.
- 22.2 **QUESTIONS REGARDING CSEA MEMBERSHIP OR CSEA DUES.** The District (including all supervisory personnel) shall refer all employee questions or requests about CSEA membership or CSEA dues to the CSEA Chapter President or Labor Relations Representative. The District shall rely upon written notification from the Association prior to processing any dues deduction or revocation request. CSEA shall not unreasonably delay providing notice to the District of any change in the employee's membership status.
- 22.3 **SEPARATION FROM UNIT.** The provision of Section 22.1 shall not apply during periods when an employee is in out-of-pay status for more than thirty (30) days. If an employee is paid for a prior out of pay status, the employee's appropriate and regular representational dues or fees for this reinstated time shall be deducted and paid to CSEA. Any employee who returns

to paid status with the District after an unpaid leave, layoff, or other separation shall resume dues deduction upon return.

- 22.4 **CHANGES IN DUES.** Any changes in CSEA's base dues percentages or amounts will be submitted to the District, in writing, thirty (30) days prior to the effective date of such changes. CSEA shall also send the District a copy of the notification of the increase that has been sent to all bargaining unit employees.
- 22.5 **NEW EMPLOYEE ORIENTATION AND BARGAINING UNIT DATA / AB 119 MOU.** The District and CSEA have agreed to an MOU implementing the provisions of AB 119. The parties' AB 119 MOU includes provisions concerning employee orientation procedures and the regular provisions to the Association of classified bargaining unit data. The date, time, and place of any new employee orientation meeting shall not be disclosed to anyone other than District employees, the CSEA representative, or any vendor contracted to provide a service at the orientation.
- 22.6. **INDEMNIFICATION.** CSEA agrees to indemnify and hold harmless the District against any and all liabilities, claims, or actions which may be brought against the District, the District's Board of Trustees individually or collectively, or the District's officers, employees and/or agents, for any claims made by an employee arising out of or in connection with this Article, including claims made due to payroll deductions made in reliance on information provided by CSEA to the District to cancel or change membership dues authorization, including reimbursement for all costs, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this Article.

ARTICLE XXIII: SECURITY HOURS & ASSIGNMENTS

- 23.1 When the District determines any need for additional security staffing, all less than 12 month bargaining unit Security Officers shall have their assignments extended (including but not limited to summer). Said extensions shall not constitute a guarantee of any additional hours. Bargaining unit Security Officers shall have first right of refusal, in order of seniority, for all additional available scheduled shifts.
- 23.2 Bargaining unit Security Officers shall have first right of refusal, in order of seniority, for all coverage for vacation (including summer) and holidays. Additional hours shall not be scheduled beyond 40 total hours in any week or beyond 8 hours in a day. Shifts shall remain whole, and shall not be scheduled in parts, unless at the discretion of the supervisor.
- 23.3 Following a good faith effort to contact all bargaining unit Security Officers in order of seniority, the District may contact substitute security officers to cover shifts as needed

when permanent bargaining unit members are not available. A good faith effort shall include a phone call to the unit members who have documented to the employer when they are available to work and their phone number. The onus is on the employee to provide the supervisor with current availability and phone number. The supervisor shall not be required to call employees for days that they have indicated they are not available.

- 23.4 The parties agree that, per Education Code 88003, the District reserves the right to employ substitutes for leaves other than as described in #2 above for vacation and holidays.

ARTICLE XXIV: EFFECT OF AGREEMENT

- 24.1 If any provisions of this Agreement are held to be contrary to applicable law or any applicable rule, regulation or order issued by governmental authority, such provision shall be immediately suspended as long as such law, rule, regulation or order remains in effect, but all other provisions shall continue in full force and effect. In the event a provision is suspended, the parties agree to meet and negotiate to the extent required by law with thirty (30) days for the purpose of arriving at a mutually satisfactory replacement of the suspended provision.
- 24.2 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, procedures, regulations and policies and over State laws to the extent permitted by State law.
- 24.3 This agreement constitutes the complete understanding between the parties for the term of this Agreement. This Agreement terminates and supersedes all previous agreements, rules or regulations concerning the matters covered herein. The parties agree that the understandings and agreements arrived at through negotiations are set forth fully and completely herein. During the term of this Agreement, except as specifically provided by this agreement, neither party shall be required to negotiate with respect to any matter whether or not referred to or covered in this Agreement to the extent such negotiations might be required by law where the District contemplates changes in policies or districtwide practices which are within the scope of representation as defined in Government Code Section 3543.2.
- 24.4 The District understands that it is not permitted to make a unilateral change in any term or condition of employment within the scope of bargaining as defined by the Educational Employment Relations Act. If, during the term of this agreement, CSEA believes that the District has made such a change this article in no way restricts CSEA's rights under the law to challenge such action by filing an unfair practice charge, demanding to bargain or any other way CSEA deems appropriate to address the District's unilateral change.

24.5 The District or CSEA may reopen negotiations, upon written notification to the other party on or before March 15 of any calendar year, on ARTICLE: VII-COMPENSATION AND ARTICLE IX HEALTH AND WELFARE BENEFITS and two other articles selected by each party.

ARTICLE XXV: TERM

25.1 This Agreement shall be effective July 1, 2021, and remain in full force and effect up to and including June 30, 2024.

After June 30, 2024, the Agreement shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than April 15, 2024, nor earlier than January 15, 2024 of its request to modify, amend or terminate this Agreement.

Agreed and accepted this 2nd day of June 2021.

For CSEA



Liliana Casas
407 Chapter President



Michael Harlow, Negotiator



Michael Gayle, Negotiator



Lauro Jiménez, Negotiator

E. Caskie

E. Caskie (Jun 4, 2021 13:01 PDT)
Beth Caskie, LRR, CSEA

Jun 4, 2021

Date

For the District

Annebelle Nery

Annebelle Nery (Jun 4, 2021 10:01 PDT)

Dr. Annebelle Nery
Vice President of Instruction

Sherilyn Willis

Sherilyn Willis (Jun 4, 2021 09:13 PDT)

Sheri Willis, Negotiator



Carlos Maldonado (Jun 4, 2021 16:13 PDT)

Carlos A. Maldonado, Negotiator

TONY CARRILLO JR

Tony Carrillo, Jr., Negotiator



Sara Butler (Jun 4, 2021 10:04 PDT)

Sara Butler, Negotiator

APPENDIX A: CLASSIFIED SALARY SCHEDULE



**Classified
Salary Schedule
2021 – 2022**

	1	2	3	4	5	6	7	8	9
	A	B	C	D	E	F	G	H	I
1	-	15.08	15.84	16.63	17.46	18.33	19.24	20.20	21.22
	-	2,613.99	2,744.89	2,881.91	3,026.23	3,177.91	3,335.72	3,502.08	3,678.21
	-	31,367.88	32,938.68	34,582.92	36,314.76	38,134.92	40,028.64	42,024.96	44,138.52
2	-	15.84	16.63	17.46	18.33	19.24	20.20	21.22	22.28
	-	2,744.89	2,881.91	3,026.23	3,177.91	3,335.72	3,502.08	3,678.21	3,861.69
	-	32,938.68	34,582.92	36,314.76	38,134.92	40,028.64	42,024.96	44,138.52	46,340.28
3	-	16.63	17.46	18.33	19.24	20.20	21.22	22.28	23.40
	-	2,881.91	3,026.23	3,177.91	3,335.72	3,502.08	3,678.21	3,861.69	4,056.20
	-	34,582.92	36,314.76	38,134.92	40,028.64	42,024.96	44,138.52	46,340.28	48,674.40
4	-	17.46	18.33	19.24	20.20	21.22	22.28	23.40	24.57
	-	3,026.23	3,177.91	3,335.72	3,502.08	3,678.21	3,861.69	4,056.20	4,258.01
	-	36,314.76	38,134.92	40,028.64	42,024.96	44,138.52	46,340.28	48,674.40	51,096.12
5	-	18.33	19.24	20.20	21.22	22.28	23.40	24.57	25.79
	-	3,177.91	3,335.72	3,502.08	3,678.21	3,861.69	4,056.20	4,258.01	4,470.88
	-	38,134.92	40,028.64	42,024.96	44,138.52	46,340.28	48,674.40	51,096.12	53,650.56
6	-	19.24	20.20	21.22	22.28	23.40	24.57	25.79	27.09
	-	3,335.72	3,502.08	3,678.21	3,861.69	4,056.20	4,258.01	4,470.88	4,694.70
	-	40,028.64	42,024.96	44,138.52	46,340.28	48,674.40	51,096.12	53,650.56	56,336.40
7	-	20.20	21.22	22.28	23.40	24.57	25.79	27.09	28.43
	-	3,502.08	3,678.21	3,861.69	4,056.20	4,258.01	4,470.88	4,694.70	4,928.35
	-	42,024.96	44,138.52	46,340.28	48,674.40	51,096.12	53,650.56	56,336.40	59,140.20
8	-	21.22	22.28	23.40	24.57	25.79	27.09	28.43	29.86
	-	3,678.21	3,861.69	4,056.20	4,258.01	4,470.88	4,694.70	4,928.35	5,175.42
	-	44,138.52	46,340.28	48,674.40	51,096.12	53,650.56	56,336.40	59,140.20	62,105.04
9	-	22.28	23.40	24.57	25.79	27.09	28.43	29.86	31.35
	-	3,861.69	4,056.20	4,258.01	4,470.88	4,694.70	4,928.35	5,175.42	5,433.54
	-	46,340.28	48,674.40	51,096.12	53,650.56	56,336.40	59,140.20	62,105.04	65,202.48
10	-	23.40	24.57	25.79	27.09	28.43	29.86	31.35	32.92
	-	4,056.20	4,258.01	4,470.88	4,694.70	4,928.35	5,175.42	5,433.54	5,706.32
	-	48,674.40	51,096.12	53,650.56	56,336.40	59,140.20	62,105.04	65,202.48	68,475.84
11	-	24.57	25.79	27.09	28.43	29.86	31.35	32.92	34.57
	-	4,258.01	4,470.88	4,694.70	4,928.35	5,175.42	5,433.54	5,706.32	5,991.30
	-	51,096.12	53,650.56	56,336.40	59,140.20	62,105.04	65,202.48	68,475.84	71,895.60
12	-	25.79	27.09	28.43	29.86	31.35	32.92	34.57	36.29
	-	4,470.88	4,694.70	4,928.35	5,175.42	5,433.54	5,706.32	5,991.30	6,291.01
	-	53,650.56	56,336.40	59,140.20	62,105.04	65,202.48	68,475.84	71,895.60	75,492.12



Classified Salary Schedule 2021 – 2022

	A	B	C	D	E	F	G	H	I
13	-	27.09	28.43	29.86	31.35	32.92	34.57	36.29	38.11
	-	4,694.70	4,928.35	5,175.42	5,433.54	5,706.32	5,991.30	6,291.01	6,605.37
	-	56,336.40	59,140.20	62,105.04	65,202.48	68,475.84	71,895.60	75,492.12	79,264.44
14	-	28.43	29.86	31.35	32.92	34.57	36.29	38.11	40.01
	-	4,928.35	5,175.42	5,433.54	5,706.32	5,991.30	6,291.01	6,605.37	6,935.66
	-	59,140.20	62,105.04	65,202.48	68,475.84	71,895.60	75,492.12	79,264.44	83,227.92
15	-	29.86	31.35	32.92	34.57	36.29	38.11	40.01	42.01
	-	5,175.42	5,433.54	5,706.32	5,991.30	6,291.01	6,605.37	6,935.66	7,281.82
	-	62,105.04	65,202.48	68,475.84	71,895.60	75,492.12	79,264.44	83,227.92	87,381.84
16	-	31.35	32.92	34.57	36.29	38.11	40.01	42.01	44.11
	-	5,433.54	5,706.32	5,991.30	6,291.01	6,605.37	6,935.66	7,281.82	7,646.32
	-	65,202.48	68,475.84	71,895.60	75,492.12	79,264.44	83,227.92	87,381.84	91,755.84
17	-	32.92	34.57	36.29	38.11	40.01	42.01	44.11	46.32
	-	5,706.32	5,991.30	6,291.01	6,605.37	6,935.66	7,281.82	7,646.32	8,029.21
	-	68,475.84	71,895.60	75,492.12	79,264.44	83,227.92	87,381.84	91,755.84	96,350.52
18	-	34.57	36.29	38.11	40.01	42.01	44.11	46.32	48.64
	-	5,991.30	6,291.01	6,605.37	6,935.66	7,281.82	7,646.32	8,029.21	8,430.42
	-	71,895.60	75,492.12	79,264.44	83,227.92	87,381.84	91,755.84	96,350.52	101,165.04
19	-	36.29	38.11	40.01	42.01	44.11	46.32	48.64	51.07
	-	6,291.01	6,605.37	6,935.66	7,281.82	7,646.32	8,029.21	8,430.42	8,852.41
	-	75,492.12	79,264.44	83,227.92	87,381.84	91,755.84	96,350.52	101,165.04	106,228.92
20	-	38.11	40.01	42.01	44.11	46.32	48.64	51.07	53.62
	-	6,605.37	6,935.66	7,281.82	7,646.32	8,029.21	8,430.42	8,852.41	9,294.01
	-	79,264.44	83,227.92	87,381.84	91,755.84	96,350.52	101,165.04	106,228.92	111,528.12
21	-	40.01	42.01	44.11	46.32	48.64	51.07	53.62	56.30
	-	6,935.66	7,281.82	7,646.32	8,029.21	8,430.42	8,852.41	9,294.01	9,758.85
	-	83,227.92	87,381.84	91,755.84	96,350.52	101,165.04	106,228.92	111,528.12	117,106.20
22	-	42.01	44.11	46.32	48.64	51.07	53.62	56.30	59.12
	-	7,281.82	7,646.32	8,029.21	8,430.42	8,852.41	9,294.01	9,758.85	10,246.88
	-	87,381.84	91,755.84	96,350.52	101,165.04	106,228.92	111,528.12	117,106.20	122,962.56
23	-	44.11	46.32	48.64	51.07	53.62	56.30	59.12	62.07
	-	7,646.32	8,029.21	8,430.42	8,852.41	9,294.01	9,758.85	10,246.88	10,759.43
	-	91,755.84	96,350.52	101,165.04	106,228.92	111,528.12	117,106.20	122,962.56	129,113.16
24	-	46.32	48.64	51.07	53.62	56.30	59.12	62.07	65.18
	-	8,029.21	8,430.42	8,852.41	9,294.01	9,758.85	10,246.88	10,759.43	11,297.66
	-	96,350.52	101,165.04	106,228.92	111,528.12	117,106.20	122,962.56	129,113.16	135,571.92
25	-	48.64	51.07	53.62	56.30	59.12	62.07	65.18	68.44
	-	8,430.42	8,852.41	9,294.01	9,758.85	10,246.88	10,759.43	11,297.66	11,862.78
	-	101,165.04	106,228.92	111,528.12	117,106.20	122,962.56	129,113.16	135,571.92	142,353.36

APPENDIX B: UNIT MEMBERS

The Appropriate Unit shall include all classified employees of the Desert Community College District except for the following exclusions:

Management, Supervisory, Foundation and Confidential Employees

All substitute, short-term, and student employees, and apprentices and professional experts employed on a temporary basis for a specific project, as defined in Section 88003 of the California Education Code.

It is mutually agreed between the District and the Association that the District will not hire additional confidential employees unless the additional confidential employee position meets the Public Employment Relations Board standards for confidential employee.

Both parties retain any and all statutory rights to file a unit modification with the Public Employment Relations Board should the parties differ on the appropriate placement of classified employees.

APPENDIX C: HEALTH AND WELFARE COMMITTEE

The Committee shall consist of the following members:

- Two members appointed by the Faculty Association
- Two members appointed by the California School Employees Association; and its Chapter #407
- Two members appointed by the Adjunct Association
- One member elected by the Supervisory and Confidential employees;
- One Administrator appointed by the President who shall be the administrative chair.
- The Committee shall meet monthly during the academic year, September through May.
- The committee shall be responsible to:
 - Research group insurance information and attend workshops and meetings in order to secure current data on health insurance and the cost of health insurance programs.

- Arrange competitive group insurance proposals as deemed appropriate
- Arrange insurance meetings for district staff to ask questions of Insurance Committee members, invited insurance brokers, and other insurance representatives
- Poll District staff about insurance coverage preferences as needed
- Make a recommendation for health and welfare coverage to the Superintendent/President
- Provide input from collective bargaining groups regarding health and welfare benefits

Recommend insurance coverage, brokers and carriers to the membership of their constituencies.

Health and Welfare Committee recommendations shall be advisory and subject to negotiations between the District and CSEA.

APPENDIX D: MEMORANDUM OF UNDERSTANDING, BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #407, AND THE DESERT COMMUNITY COLLEGE DISTRICT REGARDING THE INSTALLATION OF THE ELEMENTS OF THE ARBORETUM

It is understood and agreed between the parties that the following principles and procedures will be followed in the development and care of the Palm Desert Campus as an arboretum:

- I. It is recognized that the Arboretum Project as it is currently planned is to be a long-term, campus-wide project designed to be an integral part of the agricultural curriculum with students actively taking part.
 - A. Agriculture students will plant the new trees and shrubs which are an integral part of the Arboretum and which represent an element of their learning experience as determined and designated by the Arboretum Director and course instructor.
 - B. With the exception of connections to existing main lines, agricultural students may, as conditions permit, install the irrigation systems necessary to the maintenance of the new plantings;

- C. In order to insure that the plantings and irrigation systems installations done by students do not exceed the boundaries of student education and infringe upon the work of the bargaining unit, regular meetings will be held monthly among the Arboretum Director, the Grounds Supervisor and a CSEA representative from the grounds-keeping area to discuss student work in progress and planned. If any work is judged by the CSEA representative to be unit work, he/she shall be authorized to modify the project by mutual agreement with the Arboretum Director. If mutual agreement is unattainable, then the issue(s) will be brought to the bargaining table by CSEA Chapter 407 for bargaining with the District to a negotiated resolution.
- II. With the addition of many desert trees, plants and shrubs to the campus, it is understood that there will be a need for education of the groundskeepers regarding their care and maintenance. It is therefore agreed that the District will provide ongoing college level course work as outlined:
- A. Every effort will be made to gain the permission of the curriculum committee to offer the course currently attended by Groundskeepers for credit;
 - B. The Arboretum class (Tree culture) will be offered in the form of one hour lecture and three hours of field laboratory. Under the conditions of ARTICLE XII PROFESSIONAL GROWTH of the collective bargaining agreement the course will be open for enrollment to members of the grounds-keeping staff at the request of the Supervisor, Grounds, provided that the current collective bargaining agreement between CSEA and the District is modified as proposed below.

The proposed change in the Agreement would be to add section 12.4.5 to ARTICLE XII: PROFESSIONAL GROWTH as follow:

12.4.5 If a unit member enrolls in and attends classes that are directly related to his or her current work assignment at the request of the unit member's supervisor, the unit member shall be exempt from the requirements of Section 12.4.1. The decision of the supervisor concerning which individuals and the number of unit members excused from any work area under this provision shall be final.

- III. The expanded areas of plantings on the campus will require on-going maintenance. It is agreed that mature plantings and those which do not

require specialized care, will be maintained by the grounds-keeping staff who are bargaining unit members.

- IV. In the interest of safety and efficiency, any tools and equipment necessary to care for and maintain the Arboretum which are not owned by the District, will be provided by Arboretum project monies, as such monies are available.
- V. The provisions of this Memorandum of Understanding shall be subject to ratification by the membership of Chapter #407, California School Employees Association.

Agreed and accepted, as amended this 10th day of July, 1995.

Michael Watling
Arboretum Director

Joyce Moore,
President
CSEA Chapter 407

Albert J. Grafsky
District Chief Negotiator

APPENDIX E: REQUEST FOR PRESIDENTIAL PAID RELEASE TIME FORM

DESERT COMMUNITY COLLEGE DISTRICT

REQUEST FOR PRESIDENTIAL PAID RELEASE TIME

PURSUANT TO SECTION 3.9 OF THE CLASSIFIED BARGAINING UNIT AGREEMENT

Name _____

Date of Request _____

Date of Absence _____

Total Hours _____

Employee Signature

Start time _____

End Time _____

INSTRUCTIONS: A Request for Presidential Paid Release Time form (Appendix E) as approved by the Chapter President must be submitted to the supervisor or designee at least three (3) working days in advance prior to such release. Approval of such release time shall be presumed unless denied in writing by the supervisor or designee. Approval shall not be unreasonably denied.

[] Approved

[] Denied

CSEA President Signature

Date

Supervisor Signature

Date

Revised: February 2016

Upon completion, please forward to Human Resources

APPENDIX F: DOMESTIC PARTNERS HEALTH BENEFITS

ELIGIBILITY

Domestic Partners

To be eligible for coverage for your domestic partner, the domestic partnership must be established in accordance with all the legal requirements set forth in the California Family Code. As set forth in Family Code Section 297, the legal requirements are:

- You and your domestic partner must have a common residence;
- You and your domestic partner must agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership;
- Neither you nor your domestic partner can be married or a member of another domestic partnership at the time you are seeking eligibility;
- You and your domestic partner cannot be related by blood in any way that would prevent them from being married to each other in the State of California;
- Both you and your domestic partner must be at least 18 years of age;
- Both you and your domestic partner must be either members of the same sex or one or both of you must meet the eligibility requirements under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(2) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Irrespective of the preceding sentence, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62;
- Both you and your domestic partner must be capable of consenting to the domestic partnership;
- Neither you nor your domestic partner have previously filed a Declaration of Domestic Partnership with the California Secretary of State that has not been terminated in accordance with Family Code Section 299; and
- Both you and your domestic partner must have filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to Division 2.5 of the California Family Code.

In addition to fully complying with the California Family Code, you and/or your domestic partner must fully comply with all obligations as described below.

WHEN COVERAGE STARTS

You must enroll your domestic partner dependent within 31 days after the date you file an Affidavit of Domestic Partnership and copies of the Declarations of Domestic Partnership you and your domestic must file with the California Secretary of State with the Desert Community College District.

COST OF COVERAGE

The District will make the same premium contribution for your domestic partner as for a legally married spouse. (There will be no out-of-pocket cost to the employee.)

Other Legal Consequences

Employees electing this benefit are advised to consult an attorney regarding the possibility that the filing of the Affidavit of Domestic Partnership and Declaration(s) of Domestic Partnership may have other legal consequences, including, but not limited to, that it may, in the event of termination of the spousal equivalent relationship, be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for the purpose of establishing and dividing community property, or for ordering payment of support.

WHEN COVERAGE ENDS

Coverage for your domestic partner will end when your domestic partnership is terminated in accordance with California Family Code Section 299. A domestic partnership is terminated under Family Code Section 299 when any one of the following occurs:

- One partner gives or sends to the other partner a written notice by certified mail that he or she is terminating the partnership;
- You or your domestic partner dies;
- You or your domestic partner marries;
- You and your domestic partner no longer have a common residence.

You or your domestic partner must notify the Desert Community College Business Office as soon as possible, but in no event more than 60 days after any of these events have occurred, in writing by providing the District with a completed Statement of Dissolution of Domestic Partnership form and a Notice of Termination of Domestic Partnership pursuant to Family Code Section 299. Any loss suffered by the Desert Community College District, its agents, employees, representatives and/or insurers as a result of failure by you or your domestic partner to send the Desert Community College District notice of termination of the domestic partnership will be the responsibility of the domestic partner who was obligated to send the notice. The Desert Community College District, its agents, employees, representatives and/or insurers shall be entitled to seek recovery from the partner who was obligated to send the notice for any actual loss resulting thereby.

You must file a copy of the District's Statement of Dissolution of Domestic Partnership form and a copy(s) of any Notice of Termination of Domestic Partnership filed with the California Secretary of State pursuant to California Family Code Section 299 at any time you wish to voluntarily terminate coverage of your domestic partner.

Remember, benefits for eligible domestic partners apply to medical, dental, vision, and EAP coverage only.

----- **ENROLLMENT INSTRUCTIONS** -----

To cover your domestic partner you must:

1. Complete and sign the enclosed Affidavit of Domestic Partnership.
2. Provide the Desert Community College District with the Declaration(s) of Domestic Partnership you are required to file with the California Secretary of State Pursuant to California Family Code Sections 297 and 298 to legally establish a domestic partnership in the State of California.
3. Complete the enclosed Domestic Partner Health Care Enrollment Statement and submit it along with your benefits Election Form. The attachments outline the continuation of coverage benefit (similar to COBRA) available to you in the event you are terminated from employment or die while employed. (The non-employee domestic partner does not have rights to continuing coverage under Federal or state law.) They also state the estimated value of these benefits for tax purposes which could result in additional imputed taxable income for you as the employee.

DOMESTIC PARTNER HEALTH CARE ENROLLMENT STATEMENT

To enroll _____, in the Desert Community College District health (Name of Domestic Partner) care plans as the Domestic Partner

of _____, I declare and acknowledge my (Name of Employee)

understanding that:

- All group health coverage is governed by the terms of the underlying plan(s).
- I have complied with all the requirements necessary to legally establish a domestic partnership under California law and I have submitted the Affidavit of Domestic Partnership establishing that my domestic partner and I reside together and are financially interdependent.
- The District has no legal obligation to extend COBRA benefits, but has decided to offer limited continuation of coverage to domestic partners as described in the attached Exhibit A.
- I understand that the Internal Revenue Service currently treats as imputed income to the employee the value of the health care coverage provided to domestic partners and their dependents.
- I and/or my domestic partner have an obligation to notify the Desert Community College District as soon as possible, or in no event later than 60 days, of the termination of our domestic partnership, pursuant to California Family Code Section 299. I and/or my domestic partner will be liable for any loss suffered by the Desert Community College District, its agents, employees, representatives and/or insurers as a result of the failure of me or my domestic partner to send the Desert Community College notice of termination of the domestic partnership via the District's Statement of Dissolution of Domestic Partnership form and Notice of Termination of Domestic Partnership as proscribed in California Family Code Section 299. I acknowledge that the Desert Community College District, its agents, employees, representatives and/or insurers shall be entitled to seek recovery from the domestic partner who was obligated to provide notice for any actual loss resulting thereby.
- Regardless of whether the required Notice of Termination of Domestic Partnership has been filed with the California Secretary of State and/or notice has been provided to the Desert Community College District via the District's Statement of Dissolution of Domestic Partnership form, the effective date of the termination of the domestic partnership, and, therefore, the date on which coverage of my domestic partner, if any, will end according to the terms of the particular plans(s) in which they are enrolled, is the earliest date specified in California Family Code Section 299.

I agree to abide by the above conditions prescribed by the domestic partner coverage.

Date

Employee's Signature

Employee's Social Security Number

Employee's Name (please print)

Address

City State Zip

**DESERT COMMUNITY COLLEGE DISTRICT
AFFIDAVIT OF DOMESTIC PARTNERSHIP**

I, _____, certify that:
Name of employee (print)

1. I, _____, and _____
Name of employee (print) Domestic Partner (print)

reside together and intend to do so indefinitely at:

_____, _____ and
street address city, zip

share the common necessities of life;

2. We affirm that we have agreed to be jointly responsible for each other’s basic living expenses incurred during the domestic partnership;

3. We affirm that neither person is married or is a member of another domestic partnership at the time we are seeking eligibility;

4. We affirm that we are not related by blood in any way that would prevent us from being married to each other in the State of California;

5. We affirm that we are both persons who are at least 18 years of age;

6. We affirm that we are either members of the same sex or one or both of us meet the eligibility requirements under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(2) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Irrespective of the preceding sentence, we understand that persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62;

7. We affirm that we are both capable of consenting to the domestic partnership;

8. We affirm that neither of us has previously filed a Declaration of Domestic Partnership with the California Secretary of State that has not been terminated in accordance with Family Code Section 299;

9. We affirm that we have filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to Division 2.5 of the California Family Code.

10. We agree to notify the District as soon as possible, or in no event later than 60 days, after the termination of our domestic partnership in writing via the District’s Statement of Dissolution of Domestic Partnership form. We further agree to provide the District with a copy of any Notice of Termination of Domestic Partnership we file with the California Secretary of State as soon as possible, or in no event later than 60 days after its filing. We acknowledge that the District, its agents, employees, representatives and/or insurers shall be entitled to seek recovery for any actual loss caused by the failure to provide notice of termination of the domestic partnership from the partner who was obligated to provide notice under California Family Code Section 299.

- 11. We understand that any persons/employer/company who suffer any loss because of false statement made in this Affidavit or in connection with our application for eligibility of domestic partner benefits may bring a civil action against us to recover their losses, including reasonable attorney's fees.
- 12. We affirm, under penalty of perjury, that the assertions in the Affidavit are true to the best of our knowledge.

Date

Signature of Employee

Date of Birth: _____

Date

Signature of Domestic Partner

Date of Birth: _____

NOTE: THIS DECLARATION MAY HAVE POTENTIAL LEGAL IMPLICATIONS UNDER CALIFORNIA LAW WHICH HAS RECOGNIZED THAT NON-MARITAL COHABITING COUPLES MAY PRIVATELY CONTRACT WITH RESPECT TO THE FINANCIAL OBLIGATIONS OF THEIR RELATIONSHIP. IF YOU HAVE QUESTIONS REGARDING THE PARTNERSHIP AFFIDAVIT, YOU MAY CONSULT AN ATTORNEY.

State of California
County of Riverside

On this _____ day of _____ in the
year _____, before me,
_____ a Notary Public, State of California,
duly commissioned and sworn, personally appeared
_____ personally known to me
(or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name (s)
_____ subscribed to the within instrument and
acknowledged to me that _____
be _____ executed the same in his/her/their
authorized capacity(ies), and that being his/her/their
signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted executed
the instrument.

WITNESS my hand and official seal:

NOTARY PUBLIC, STATE OF CALIFORNIA
My commission expires

DESERT COMMUNITY COLLEGE DISTRICT STATEMENT OF DISSOLUTION OF DOMESTIC PARTNERSHIP

I, _____, affirm under penalty Name
of employee (print)
of perjury,
that:

1. I, _____, and
Name of employee (print)

Domestic Partner (print)

no longer reside together nor share the common necessities of life.

2. I affirm that the effective date of the dissolution of the domestic partnership is

_____.

3. I affirm that the effective date of the dissolution statement has been mailed to the other partner.

of Employee Date _____ Signature

Exhibit A

CONTINUATION OF COVERAGE FOR DOMESTIC PARTNERS

- 1. Although a domestic partner does not have rights to COBRA coverage under existing Federal Law, Desert Community College District has decided to offer continued coverage in certain cases. This is not COBRA coverage, and as such, Desert Community College District retains the right to modify or terminate this continuation of coverage benefit at any time.
- 2. A “continuation coverage” charge must be paid monthly in order to obtain the coverage outlined below. The amount charged will be equal to the value of the coverage provided as determined by the Company’s actuary plus a 2% charge for administrative expenses. Continued coverage is contingent upon

timely payment of these charges, and will terminate if the applicable premium is not received by the end of the month for which the charge is payable. It is intended that charging the actuarially determined value will eliminate income tax to an employee or former employee for the value of the extension of coverage. However, this calculation is not, of course, binding on the Internal Revenue Service or any other taxing authority.

3. A domestic partner may not continue to be covered under the plan after dissolution of the domestic partnership relationship.
4. Notwithstanding the provisions of COBRA, continuation coverage can only last for a maximum of 18 months regardless of the event which triggers the coverage. Thus, a domestic partner may continue coverage for up to 18 months,
 - (a) When the employee is terminated and the employee elects COBRA coverage for 18 months. A domestic partner may not make an independent election of COBRA; and
 - (b) Following the death of the employee if the domestic partner was covered by the plan at the time of the employee's death. If a former employee died during his or her 18 month COBRA coverage period and covered the domestic partner at the date of death, the continuation coverage may continue for the domestic partner for up to 18 months from the former employee's termination of employment; and
 - (c) From the date of the employee's termination of employment, if coverage would otherwise be lost following the Medicare entitlement of the employee. Domestic partners who are not covered by the underlying plan or plans at the time of the employee's Medicare entitlement are not eligible for this continuation coverage.
5. In no event shall the domestic partner be permitted to continue this coverage beyond the date the domestic partner coverage is terminated with respect to domestic partners of similarly situated active employees.
6. In no event shall the domestic partner be permitted to continue this coverage beyond the date that the domestic partner becomes eligible for coverage under Medicare (unless eligibility for Medicare is solely as the result of end-stage renal disease).

7. Domestic partners who are being provided continuation of coverage under an available plan may not change to a different plan. If a former employee selects one plan, then the domestic partner must choose coverage under the same plan.
8. Participants and their domestic partners, are required to notify the Desert Community College District upon the occurrence of any event which would result in a lapse of coverage.

APPENDIX G: EVALUATION FACTORS

Unit Members shall be evaluated on the following factors:

- Attendance
- Communication
- Courtesy
- Customer Service
- Dependability
- Diversity
- Integrity and Trust
- Interpersonal Skills
- Job Knowledge
- Job Performance
- Teamwork
- Technical Skills
- Work Quality

The following factor shall only be considered for self-evaluation purposes, and shall not be a factor in the supervisor's evaluation of the unit member:

- Participation, when applicable, in the Assessment of Student Learning Outcomes.