

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**and its**  
**COLLEGE of the DESERT CHAPTER 407 (CSEA)**  
**and**  
**DESERT COMMUNITY COLLEGE DISTRICT (DISTRICT)**

**2024 Successor Negotiations**

**Tentative Agreement**

The Desert Community College District and the California School Employees Association and its Chapter 407 (CSEA) have met and negotiated the 2024-2027 Successor Agreement to the 2021-2024 Collective Bargaining Agreement.

The above referenced collective bargaining agreement shall embody all of the specific terms of the agreement due to expire on June 30, 2024, and the parties agree to be bound by all language, provisions and applicable MOUs with the exception of negotiated changes to the following articles as attached.

**ARTICLE 2 – DISTRICT RIGHTS**

**ARTICLE 3 – ASSOCIATION RIGHTS**

**ARTICLE 4 - GRIEVANCE PROCEDURE**

**ARTICLE 5 - EMPLOYEE RIGHTS**

**ARTICLE 6 - RECLASSIFICATION**

**ARTICLE 7 - COMPENSATION**

**ARTICLE 8 – COMPENSATION IN ADDITION TO SALARY**

**ARTICLE 9 – HEALTH AND WELFARE BENEFITS**

**ARTICLE 10 – RETIREMENT BENEFITS**

**ARTICLE 11 – HOURS**

**ARTICLE 12 - LEAVES**

**ARTICLE 13 – VACATION**

**ARTICLE 14 – HOLIDAYS**

**ARTICLE 15 – VACANCIES AND TRANSFERS**

## **ARTICLE 17 – EVALUATION PROCEDURES**

## **ARTICLE 18 – LAYOFF**

## **ARTICLE 19 - DISCIPLINES**

## **ARTICLE 25 – TERM**

### **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 law ~~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**

*(Articles 3.1 through 3.2 to remain status quo)*

#### **3.3.1 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.

*(Articles 3.4 through 3.8 to remain status quo)*

3.9.1 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~~ to conduct Association business. The Chapter President shall designate bargaining unit members other than the President to use portions of this allocation as needed. **Any changes to the original designation shall be submitted to Human Resources before the designee uses the release time.**

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. **Chapter President or designee shall forward approved request to the Vice President of Human Resources and Employee Relations.**

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~~ participatory governance committees and/or when requested by the Superintendent/President of the college. By October 1 the Association shall submit ~~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~~ District. 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 meetings 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, by June 30<sup>th</sup>, 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~~ **they are** 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~~ **they** 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 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.**

##### **4.1.2 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~~ **their** 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~~ **unit member or union representative shall** will inform the immediate supervisor that the meeting will be for the purpose of holding an "informal grievance conference" and indicate the topic, **impacted unit member, and alleged contract violation** 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~~ **their** Grievance in writing on the appropriate form to ~~his/her~~ **their** 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~~ **unit member**(s) or in ~~his/her~~ **their** 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~~ **unit member**(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~~ **unit member**(s) to notify the ~~employee~~ **unit member**(s) that the grievance has been filed, not for the ~~employee~~ **unit member**'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~~ **their** 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~~ **meeting** 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~~ they may appeal the decision within ten (10) days after receipt of the decision, on the appropriate form, to the ~~Appropriate Administrator~~ area Vice President. 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~~ area Vice President or designee shall communicate ~~his/her~~ their 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~~ meeting 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~~ they may, within ten (10) days after receipt of the decision, appeal the decision on the appropriate form to the ~~Executive Director~~ Vice President of Human Resources and ~~Labor~~ Employee 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~~ Vice President of Human Resources and ~~Labor~~ Employee Relations shall communicate ~~his/her~~ their decision in writing to the Grievant within ten (10) days.
- C. Within the above time limits, either party may request a meeting with the other in an attempt to resolve the problem and end the matter. At any time, the grievant may withdraw the grievance.

## STEP FOUR

If the Association CSEA 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~~ them.
- C. The arbitrator shall expressly confine ~~his/her~~ their 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~~ their 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.

#### 4.4.1 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.

*(Articles 4.5 through 4.7 to remain status quo)*

#### 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'~~ **grievant's or CSEA representative's** work activities. Release time pursuant to this section, shall not be available for purposes unrelated to processing grievances.

### **ARTICLE V: EMPLOYEE RIGHTS**

*(Article 5.1 to remain status quo)*

- 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~~ **including** funds marked for **CSEA's Victory Club**, ~~political action~~, as voluntarily authorized in writing by the ~~employee~~ **unit member** 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~~ **unit member** 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 their ~~his~~ designee shall have access to their ~~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 their ~~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.

*(Articles 5.3.2 through 5.6 to remain status quo)*

- 5.7 **The District shall make available to** ~~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 unit member(s).

## **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 reclassification 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~~ **implement any new** duties **which were not considered as part of the reclassification request** 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. ~~Employee~~ Unit member(s) 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, if applicable, 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.~~

6.23 GUIDELINES FOR RECLASSIFICATION

An employee **unit member** may seek reclassification of the employee **unit member**'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)

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

1. To reward superior services.
2. 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).
3. *Volume of work.*

6.34 RECLASSIFICATION COMMITTEE

In order to ~~as~~ensure 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.

6.45 COMPOSITION OF THE RECLASSIFICATION REVIEW

A. The District and CSEA have established a joint committee to review ~~employee~~unit member-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.~~

B. 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.

- C. Any member with a “direct” conflict shall excuse ~~him/herself~~ **themselves** from the discussion and voting of the request.

The meaning of “direct” is interpreted as follows:

1. Any committee member who occupies the same classification of the ~~employee~~ **unit member**(s) being reviewed.
2. Any committee member who has the responsibility of immediate supervision of the ~~employee~~ **unit member**(s) scheduled for review.
3. Any committee member who has a personal relationship with the ~~employee~~ **unit member** applicant. ~~(domestic partnership or marriage).~~ **Personal relationship shall fall within the definition of immediate family member (Article XII) or where such relationship has the potential for creating an adverse impact, including bias recommendations, on the reclassification process.**
4. Any committee member who has been a party in a formal complaint or grievance by or against the applicant ~~employee~~ **unit member**, where the applicant ~~employee~~ **unit member** requests that the committee member be recused, and where the Committee Chair determines that recusal is in the best interest of the Committee.
5. Any committee member who has noted disagreements with either the ~~employee~~ **unit member**(s) or immediate supervisor.
6. Any committee member whose request is being reviewed by the committee.

- D. If any committee member is required to recuse ~~him/herself~~ **themselves** 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.

#### 6.56 MEETING SCHEDULE/TIMELINES/**PROCESS**

- A. **All requests for reclassification must be submitted to the Office of Human Resources and the requester’s immediate supervisor on the “Reclassification Questionnaire” form by the October 1<sup>st</sup> of each year. Forms are available from the Office of Human Resources, President of CSEA, and the unit member portal. An application will be considered complete if the following is submitted by the October 1<sup>st</sup> deadline:**

1. **Reclassification Questionnaire (all form components must be completed)**
2. **Requests may be submitted prior to the established deadline, but no earlier than August 15<sup>th</sup>.**

- B. **Incomplete applications will be rejected, and the applicant will be notified of the Rejection by October 5<sup>th</sup> or the next business day if it falls on a weekend. Applicants may submit a corrected, complete application so long as the unit member’s position is otherwise eligible for reclassification, and the corrected, complete application is**

submitted by October 10<sup>th</sup> deadline, or the next business day if the 10<sup>th</sup> falls on a weekend.

C. By November 10<sup>th</sup> or next business day if the 10<sup>th</sup> falls on a weekend, the Office of Human Resources will distribute and collect Supervisor Questionnaires for complete reclassification requests. The immediate supervisor's comments are only to validate the job duties of the unit member. 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 with fifteen (15) working days of receiving the "Classification Questionnaire".

D. 6.6.1 The Committee shall review reclassification requests received from employee unit members 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.

1. ~~6.6.2 After the annual requests are compiled,~~ The 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.

2. ~~6.6.3 This initial meeting shall occur~~ The Committee shall meet by mid- 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.~~

E. From November – March 31<sup>st</sup>, the committee will be responsible for reviewing materials submitted, conducting interviews, and making a recommendation.

1. The committee shall review the reclassification questionnaire and any supporting materials submitted by the unit member or immediate supervisor prior to the scheduled interviews. Committee members should be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.



2. The committee will schedule an interview with the unit member (who may bring a representative) and immediate supervisor. The interviews shall be conducted separately. The purpose of the interviews is to gather information and to clarify any ambiguities. The unit member (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.
  3. 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), 6.2 (A), and 6.3 (B).
  4. Following the interview, committee members shall refrain from independently gathering or clarifying information with unit member (s) and the immediate supervisor. Should any follow-up questions arise, the Human Resources representative may contact the unit member or supervisor and reconvene the committee for more questions.
  5. Committee members shall participate in discussions pertaining to the merit of the request based on the guidelines for reclassification identified in Article 6.2 (A).
  6. Committee members will vote on a recommendation following the interview and consideration of any follow-up information gathered. At this time, the committee will reduce its recommendation to writing, including any recommended salary adjustment and/or modifications to duties, and provide its written recommendations to the Vice President of Human Resources and Employee Relations.
- F. By April 1<sup>st</sup>, the Committee will submit its preliminary recommendations to the Vice President of Human Resources and Employee Relations.
- G. By May 1<sup>st</sup>, the Office of Human Resources will submit the Committee's final recommendation to the Superintendent/President and President of CSEA.

H. By May 15<sup>th</sup> of the year following the date the request was submitted, the Office of Human Resources will inform the unit member (s), their representative, and immediate supervisor of the Committee's disposition of their request.

I. After May 15<sup>th</sup>, the District and CSEA shall have the right to negotiate ~~recommendations of the Reclassification Committee recommendations, (regardless of whether they are unanimous or not.), regardless of committee recommendation.~~

J. NO WAIVER OF COLLECTIVE BARGAINING RIGHTS REGARDING WAGES, HOURS, TERMS AND CONDITONS OF EMPLOYMENT.

K. It is the intent of the 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.

~~6.6.4 The Committee will not consider requests submitted and examined the previous two years 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.~~

#### ~~6.67~~ RECLASSIFICATION ELIGIBILITY PROCEDURES

- A. ~~6.7.1 A reclassification request may be initiated by an employee-unit member or CSEA, on behalf of an individual employee-unit member, with that employee unit member'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.~~

B. ~~6.7.4 An individual incumbent must be established in a position~~ **have worked permanently in a classification they are seeking reclassification** for a period of two years **eighteen (18) consecutive months** before the employee **unit member** is eligible to submit a request for reclassification.

C. ~~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 6.2 (B) and 6.2 (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.~~

D. **New positions must be established for a period of eighteen (18) months before reclassification can be considered.**

~~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 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.~~

6.78 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, **that allows for a minimum of 5% increase in salary. while** maintaining their current step.

Reclassification, **including any salary adjustments,** accomplished by the Reclassification Committee, **subsequent negotiations and designated by the Board of Trustees** shall become effective on the upcoming July 1 **of when it was received.** and shall be so designated by the Board of Trustees. All other forms of reclassification, **outside of the process defined in this article** 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**

*(Articles 7.1 through 7.3.2 to remain status quo)*

7.4 Annual Compensation

7.4.1 For the ~~2021-2022~~ **2024-25** fiscal year, all cells on the Classified Salary Schedule will be increased by the COLA as funded per the State Budget **on July 1.** Such increase shall be effective July 1<sup>st</sup>, **2024.** ~~2021.~~

**From July 1, 2025, to June 30, 2026, CSEA bargaining-unit members will not be issued a layoff notice resulting in loss of pay or applicable benefits, including sick leave or vacation, relative to their regular, permanent assignments as a result of any loss of funding the District may encounter. Beginning July 1, 2026, any layoff notices will comply with Education Code 88017.**

~~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**

*(Article 8.1 to remain status quo)*

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~~ **they** shall receive compensation in an amount equal to **their** ~~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 **salary range assigned to the higher classification on the step in which will provide for a minimum increase of 5% over the unit member's regular salary.** ~~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.~~

**8.2.1 Classified WOOC in a management or confidential position shall have their Association fees stopped until they return to their bargaining unit position.**

*(Articles 8.3 through 8.3.1 to remain status quo)*

- 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 **and shall be minimally placed on their last District step/column held** 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 **classified** 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~~st~~, 2020 **of each year** in accordance with the following scale:

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

**10 full years or more \$ 85.00 per month**

**15 full years or more \$105.00 per month**

**20 full years or more \$130.00 per month**

**25 full years or more \$190.00 per month**

**30 full years or more \$230.00 per month**

**35 full years or more \$270.00 per month**

**40 full years or more \$310.00 per month**

*(Articles 8.6 through 8.7 to remain status quo)*

- 8.8 Diversity, Equity, Inclusion (~~DEI~~), and Accessibility (DEIA) Stipend: There will be a maximum of \$5,000 per fiscal year allocated to Diversity, Equity, Inclusion, and Accessibility training for the bargaining unit. Upon evidence of completion of 20 hours of diversity, equity, and inclusion and accessibility 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 (“DEIA 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 DEIA stipend, upon evidence of completion of a new 20-hour, pre-approved training program.

## **ARTICLE IX: HEALTH AND WELFARE BENEFITS**

*(Articles 9.1 through 9.1.1 to remain status quo)*

- 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~~ their 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~~ their first date of paid service on the 16th day of the month or later, ~~he/she~~ they will be eligible to participate in health and welfare benefits on the first day of the second month following ~~his/her~~ their 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~~ they will be eligible to participate in health and welfare benefits on the first day of the first month following ~~his/her~~ their first day of paid service.
- 9.2 Effective October 1, 20~~24~~18, and continuing thereafter, the maximum district contribution for medical, dental, vision, prescription, ~~employee-unit member~~ assistance, long term care (if applicable), accidental death and dismemberment, and life insurance shall be \$21,375.00 annually, ~~one thousand six hundred dollars (\$1,600.00)~~ \$1,781.25 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.~~

(Article 9.2.1 to remain status quo)

9.2.2 Any amount in excess of the District's monthly or yearly contribution shall be the ~~employee~~ **unit member**'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~~ **unit member** 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 **The parties agree that District contributions to the health and welfare reserve, as outlined in sections 9.2.5 through 9.2.6, shall cease effective July 1, 2025.**

**The parties further agree that sections 9.2.5 through 9.2.6 shall not be required or enforceable until the parties meet and negotiate, during reopeners or other mutually agreed upon date, the applicability of these sections and the allocation of the health and welfare reserve funds. CSEA and the District will develop a mutually agreed upon plan by December 13, 2025. The plan must include detailed, acceptable and legal usage (pursuant to District guidelines) to expend 50% of the June 30, 2025, reserve balance by June 30, 2028. Contingent on the mutually agreed plan, District contributions will resume on July 1, 2026, and 9.2.5 through 9.2.6 will be in effect and enforceable unless otherwise negotiated.**

**9.2.4** 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.

**9.2.5.4** 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.

- 9.2.6.5 The amount of the district's contractual contribution, plus the ~~employee~~ **unit member** 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.

*(Article 9.3 to remain status quo)*

- 9.3.1 The District and CSEA agree to begin negotiations ~~as soon as health insurance~~ **when** 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. **For unit members who have a benefit-effective date of October 1, 2024, or before, a long-term care plan will be provided as a part of the district-provided benefit package.**

Self-Insured Schools of California (SISC) Medical Plans

- BlueShield PPO 100% Plan D with RX \$0/\$9-\$35
  - BlueShield PPO 100% Plan G with RX \$200/\$10-\$35
  - BlueShield PPO 90% Plan G with RX \$200/\$10-\$35
  - BlueShield PPO 80% Plan E with RX \$200/\$10-\$35
  - BlueShield HMO Plan 10 - \$0 with RX \$200/\$10-\$35
  - Kaiser Permanente, KP Plan \$20/\$10-\$20
  - BlueShield Trio Network HMO Plan 10 - \$0 with RX \$200/\$10-\$35
- Medical Plan Structure ○
    - Active Employees: Composite ○
    - District Paid Retirees: 3-Tier

**Dental Plans**

- **Anthem DHMO: Dental Net Plan 550**
- **Delta Dental PPO (ACSIG)**

**Vision: Anthem Blue View Vision**

**Basic life /AD&D: Anthem (\$50k benefit amount)**

**Long Term Care: Unum GLTC Plan (\$1k /month, 3 year duration, \$36k max \*For unit members who have a benefit-effective date of October 1, 2024, or before.**

- 9.4 Domestic partner health benefits, including those for retired members, are available to ~~employee~~ **unit members** and their domestic partners (as defined). **Domestic partnership**

**must be registered in the State of California to be eligible.** 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 ~~employee~~ **unit members** 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~~ **1,720** or more working hours per ~~fiscal year.~~ **month.** The Business Affairs Office **immediate supervisor** 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 **retiring** (full-time) bargaining unit member who has **met the criteria in 9.5** ~~retired from the District~~ to enroll in the health and welfare benefit plan and/or dental care benefit plan **or vision plan** currently provided to its current bargaining unit members. The District shall also permit the enrollment of the former eligible (full-time) ~~employee~~ **unit member**'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~~ **unit member** and was a vested member of the California Public Employees' Retirement System who was at least 55 years old.

**9.5.1.1** Enrollment pursuant to this section shall be at the expense of the retiree, ~~his or her~~ **their** 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.

**9.5.2** 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~~ **themselves**, is taking (and therefore paying for) benefits pursuant to this section.

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

**9.5.4** 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~~ their 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~~ their spouse) or surviving spouse did not enroll in the benefit plans described in this section because ~~he/she~~ they were was covered by other health and welfare or dental plans, ~~he/she~~ they may be permitted to enroll in the benefits provided by this section if ~~he/she~~ they can demonstrate that ~~he/she~~ they lost ~~his/her~~ their 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~~ they does so within 31 days of lost coverage and provides documentation that ~~he/she~~ they lost ~~his/her~~ their 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 ~~employee-unit members~~) 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~~ they 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~~ they 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 ~~employee~~ unit members 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.

**Matching funds shall be concurrent to the members' monthly contributions until the maximum is attained. The maximum must be attained within the scheduled 9 month payments. For example, if a member contributes \$250 dollars each month, the district will match \$250 dollars each month until the \$1,200 dollars maximum has been met.**

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 their ~~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. **By mutual agreement, notice time can be less than five (5) working days.** 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.

*(Articles 11.1.1 through 11.2.1 to remain status quo)*

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 so 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 ~~employee~~ **unit members** who are working the 4/40 schedule at sites not open five days a week, when a Holiday occurs and the ~~employee~~ **unit member** 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 **less than twelve (12) months** ~~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.

*(Article 11.1.4 to remain status quo)*

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 **or designee.** ~~and the appropriate Administrator, the Superintendent/President or their designee.~~

11.5.1 Overtime shall be offered to all ~~employee~~ **unit members** within a classification, **within the same area or office,** prior to offering the overtime to ~~employee~~ **unit members** outside the **same area, office or** 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.

*(Articles 11.6 to remain status quo)*

- 11.7 Lunch Periods. The normal lunch period for ~~full-time~~ unit members **who work more than six (6) hours per day** shall be one hour. **Lunch periods shall occur at or near the midpoint of the shift.** Upon request of the unit member, this period may be reduced to one-half hour ~~by the Appropriate Administrator or after first conferring with~~ **approval of** the immediate supervisor **or designee**. Rest periods cannot be used to extend lunch periods.

*(Articles 11.8 through 11.10 to remain status quo)*

## **ARTICLE XII: LEAVES**

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

*(Articles 12.2 through 12.2.2 to remain status quo)*

### 12.2.3 **Extended Illness or Injury Leave (Paid Leave)**

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~~ **they** ~~is~~ **are** 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)~~ **one hundred (100)** 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.~~

**When a unit member has been ill or injured for an extended period of time and accumulated sick leave is not available, the unit member shall be paid fifty percent (50%) of the unit member's regular salary. The one hundred (100) working days period begins for any illness or injury in any fiscal year on the first day of absence.**

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~~ **their** immediate supervisor or designee as soon as the need to be absent is known. Notification shall be at least on (1) hour 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~~ **their** immediate supervisor or designee advised as to the extent of ~~his/her~~ **their absences** ~~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~~ **unit member** 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~~ **unit member's** physician, the District may require that the ~~employee~~ **unit member** 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~~ **unit member** is not sick) based upon a documented pattern and behavior consistent with abuse which has been communicated to the ~~employee~~ **unit member**, ~~he/she~~ **they** may request that the ~~employee~~ **unit member** 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~~ **their** supervisor and obtain prior approval from the appropriate management/supervisory person.

*(Articles 12.3.3 through 12.3.5 to remain status quo)*

### 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~~ **their** 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~~ **their** immediate supervisor **or designee**. 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~~ **unit member** provide documentation of the location, mileage, and relationship for the bereavement leave upon return to work; **unit member must submit requested documentation and obtain approval from supervisor prior to claiming bereavement leave on timesheet.**

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. **Absence under this section is subject to 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.

*(Article 12.5 through 12.5.1 to remain status quo)*

## 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~~ **an** injury which has qualified for workers' compensation insurance program.

*(Articles 12.6.2 through 12.6.5 to remain status quo)*

## 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~~ **unit member** is released to return to work with restrictions, every effort will be made to find a temporary modified work assignment for the ~~employee~~ **unit member** which is consistent with the work restrictions, **the District will engage in a good faith interactive process.**
- c) A representative from the Human Resources Office will meet **or coordinate** with the ~~employee~~ **unit member** and ~~his/her~~ **their** supervisor to determine if the ~~employee~~ **unit member** can return to ~~his/her~~ **their** regular job within the restrictions if a temporary light duty assignment is available within the district which the employee can perform. If the ~~employee~~ **unit member** can perform in a modified assignment, the ~~employee~~ **unit**

**member** will complete a temporary modified return to-work statement which will detail the duties ~~he/she~~ **they** will perform during this period. If no modified assignments can be found, the ~~employee~~ **unit member** 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~~ **unit member** can return to work.

- d) If an ~~employee~~ **unit member** refuses a modified work assignment which is consistent with the restrictions imposed by ~~his/her~~ **their** physician, no temporary disability benefits will be paid. If the ~~employee~~ **unit member** 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~~ **unit member** is unable to return to work in any capacity.

*(Articles 12.8 through 12.8.3 to remain status quo)*

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 **unit** 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~~ **their** supervisor prior to ~~his/her~~ **their** absence. If released before 1:30 p.m., the unit member is required to return to work.

*(Articles 12.8.5 through 12.9 to remain status quo)*

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~~ **their** return to service.

#### 12.11 Subpoena Leave

12.11.1 A unit member shall be granted a paid leave of absence when subpoenaed, **during their work schedule**, 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~~ **their** 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 their regular daily assignment and need not use any leave to cover the remainder of the work assignment. *If a unit member has two hours or less remaining in their regular work schedule, they are not required to return to work if the appearance has occurred 50 or more miles from their assigned District work location. Exceptions may be approved by the immediate supervisor or designee.*

~~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.~~

12.11.43 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~~ unit member to attend the hearing and that ~~employee~~ unit member shall receive paid subpoena leave pursuant to the article.

12.11.54 Subpoena leave shall not be accumulated from year to year. Compensation for such leave will be made up to a maximum of ~~ten (10)~~ five (5) 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.

12.11.65 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.~~

12.12.1 ——— 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<sup>2</sup> 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: 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~~ unit member 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.
- 13.42 Unit members shall accrue vacation at the rate set forth in Section 13.5. Vacation, with the approval of the District unit member's immediate supervisor, may be taken at any time during the fiscal year. If the unit member is not permitted to take ~~his or her~~ their full annual vacation, the amount not taken shall accumulate for use in the next fiscal year or be paid ~~at the option of~~ upon ~~the governing board~~ approval of the Superintendent/President. If, by March 1 of each fiscal year, an ~~employee~~ unit member has not taken or scheduled vacation during the remainder of the fiscal year so that ~~his/her~~ their vacation accrual will not be greater than their annual accrual rate ~~maximum 22 days' accrual~~ by June 30 of that fiscal year, the District will provide the ~~employee~~ unit member 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~~ unit member does not schedule ~~his/her~~ their accrued vacation by March 15th, the ~~employee's~~ unit member's immediate supervisor will meet with the ~~employee~~ unit member to jointly schedule the ~~employee's~~ unit member'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~~ unit member will not have more than one year's annual accrual on the books. In the event that an ~~employee~~ unit member and immediate supervisor cannot agree on a vacation schedule to bring the ~~employee's~~ unit member's vacation hours below their annual accrual rate ~~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~~ unit member's vacation for the

~~employee~~ **unit member** 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 circumstances. 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 **must be approved in advance by the immediate supervisor**. ~~of three or more working days~~ **Request for vacation** shall be submitted to the unit member's immediate supervisor, **or administrator in charge if immediate supervisor is not available**, 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 immediate 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-unit member with forty (40) hours (the maximum accrual) of compensatory time on the books (see Article 11.6) requests to use vacation, the employee-unit member's supervisor may require that the employee-unit member 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~~ **vacation on a monthly basis for each month of their designated work year. Part-time unit members shall receive vacation pay on a prorated basis. Appropriate proration is based on Full-Time Equivalent (FTE) multiplied by eight (8).**

Length/Service	Earned Vacation	<del>Earned Vacation</del>
	<b><u>Per Month, Per Work Year</u></b>	
	Time Per Calendar Month	Time Per Fiscal Year
0-1 Yrs. Inc.	0.83 work days	<del>10 days</del>
2-3 Yrs. Inc.	1.00 work days	<del>12 days</del>
4-7 Yrs. Inc.	1.25 work days	<del>15 days</del>
8-10 Yrs. Inc.	1.42 work days	<del>17 days</del>
11-20 Yrs. Inc.	1.67 work days	<del>20 days</del>
21- 24 Yrs. Inc.	1.75 work days	<del>21 days</del>

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, accrued vacation~~  
~~upon termination from probation.~~

*(Articles 13.7 through 13.8 to remain status quo)*

#### **ARTICLE XIV: HOLIDAYS**

*(Articles 14.1 through 14.3 to remain status quo)*

- 14.4 ~~Christmas/New Year Holiday~~ **Winter** Break: The parties agree that the bargaining unit members will be on ~~Christmas/New Year Holiday~~ **Winter** 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 ~~employee~~ **unit members**) 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~~ **Winter Break** will be two additional Winter Break Holidays (Local). **All active unit members will be paid for the Holidays, for which they are eligible, that fall within the Winter Break, per their FTE's, regardless of their regularly scheduled hours or workdays.**

The intent of the parties is that the District is closed during the **Winter** ~~Christmas/New Year Holiday~~ **Break**. However, if an ~~employee~~ **unit member** is directed to work on any of the days of the break, (1) ~~he/she~~ **they** will be compensated in accordance with article 8.2: (2) ~~he/she~~ **they** will only be directed to work through the authorization of a vice-president. It is the intent of the parties that only those ~~employees~~ **unit members** 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~~ **unit member(s)**, **within a department under their control,** work during the break ~~he/she~~ **they** shall first determine if ~~employee~~ **unit members** 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.

*(Articles 14.5 through 14.7 to remain status quo)*

**14.8 Compensation for any work performed during established holidays will be in compliance with California Education Code 88203.**

**14.9 In the event the District requires any unit member to work a workweek other than Monday through Friday, and as a result thereof the unit member loses a holiday to which they would otherwise be entitled, that unit member shall be provided a substitute holiday, to be scheduled and taken within 60 days in the same fiscal year. Substitute holiday shall be scheduled after the observed holiday occurs and with supervisor approval, such approval shall be attached to the timesheet.**

#### **ARTICLE XV: VACANCIES and TRANSFERS**

15.1 Unit members ~~may~~ **shall be given the opportunity to** apply for new permanent ~~unit member~~ **classified** positions or existing ~~unit member~~ **classified** positions which **are being filled** ~~become vacant~~. Applications 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 **the unit member's** request, shall be given a written explanation of the District's decision within 30 days of the request. Current District ~~Employee~~ **unit members** who meet the minimum qualifications for the vacant position shall receive one point in the screening process in recognition of the institutional ~~value~~ **experience** to the District in staff retention. The point will be added to the current ~~employee~~ **unit member's** total **at the time of initial application screening by committee**, 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 **email**. ~~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 **which are being filled** 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

**For the purpose of this article, a "transfer" shall mean a change of location, change of hours for a vacant position, or supervisor within the same classification.**

- 15.~~3~~<sup>4</sup> A unit member may initiate a request for a lateral transfer to a vacancy **posting** within the ~~employee's~~ **unit member's** same job classification, by submitting the transfer request at any time **during the posting** to the Human Resources Office. **Eligible** ~~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~~ **unit member** shall submit an application for the benefit of the hiring manager's and **interview** 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~~ **unit member** ~~is promoted or~~ leaves the District, whichever occurs first.
- 15.~~4~~<sup>5</sup> 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.~~5~~<sup>6</sup> 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.

(Articles 16 through 16.8 to remain status quo)

## **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). **A unit member shall not attain permanent status in the classified service until that unit member has completed a probationary period in a class.**
- 17.2 **After initial probationary period for the classification,** ~~The~~ District shall provide written evaluations to all permanent unit members every year **which shall occur during**

the month of the unit member's anniversary date for the classification. Probationary unit members shall be evaluated at the end of the second and fifth months of employment. Evaluations shall be signed and dated by the evaluator and the unit member.

17.2.1 If the evaluator has been the supervisor of the unit member for a period of two (2) months or less, then the evaluation will be delayed for two (2) additional months. This provision does not apply to promotional and probationary unit member.

- 17.3 Newly hired unit members, existing unit members selected or promoted into a new classification, or unit members rehired from the employment list. New unit members shall be subject to a probationary period of six (6) months. Probationary period may be modified as provided as Section 17.9. New unit members shall be evaluated at the end of the second and fourth 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 A permanent unit member who is serving a probationary period as a result of promotion or voluntary selection and who is found unsatisfactory in the new classification shall be reinstated in permanent status in the former classification, unless there is cause for dismissal from the District. Existing unit members returning back to their prior classification after an unsuccessful probationary period shall be placed in their former position at the same salary range at which they left.

17.3.2 New unit members serving in an initial probationary period may be suspended or dismissed at any time during the probationary period at the discretion of the District.

- 17.3.32 A reemployed unit member who is found unsatisfactory in the new classification shall Unit members who are be placed back on the re-employment list and 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 on the 39-month or 63-month period as of the date initial placement on the of reemployment list.

(Articles 17.4 through 17.9 to remain status quo)

## **ARTICLE XVIII: LAYOFF**

### 18.1 Definitions and Reason for Layoff

*(Article 18.1.1 – 18.1.3 to remain status quo)*

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 **or temporary increase in hours. Time served in temporary assignments (i.e., out-of-class) shall not count towards seniority in the temporary classification.**

*(Article 18.1.5 – 18.2.3 to remain status quo)*

### 18.3 Displacement of Bargaining Unit Work

- A. A classified ~~employee~~ **unit member** may not be laid off if a short-term ~~employee~~ **unit member** is retained to render a service that the classified ~~employee~~ **unit member** 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. ~~Employee~~ **Unit members** 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. ~~Employee~~ **Unit member**s who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be (at the option of the ~~employee~~ **unit member**), 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 ~~employee~~ **unit members** 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~~ **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, except the days worked in a reemployed position shall not count against the unit member's 39-month or 63-month period.

#### 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), plus and higher or equal classes throughout the District. An ~~employee-unit member~~ member 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-unit member~~ member has been in paid status in a class as a probationary or permanent ~~employee-unit member~~, plus higher or equal classes.

18.4.1 A permanent unit member who is laid off from a classification and who has previous permanent service in an equal or lower classification shall have the right to bump an employee, with less seniority, in an equal or lower classification that the impacted unit member has previously held.

18.4.2 A probationary unit member has bumping rights in an equal or lower classification in which permanency has been established.

18.4.3 An unit member who has been demoted in lieu of layoff shall be placed on the salary range of the lower classification, on a step that is closest to the unit member's present salary in the classification from which the unit member was demoted. Salary placement under this action shall not result in a salary increase for the impacted unit member.

18.4.4 The number of assigned months of work per year shall have no bearing or effect upon bumping rights. For example, a twelve-month employee may displace a ten-month employee and vice versa.

#### 18.65 Time Line to Exercise Bumping Rights

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

#### 18.76 Layoff in Lieu of Bumping

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

#### 18.87 Seniority Roster

The District shall provide CSEA and its College of the Desert 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, **including procedures for and the employee's right to hearing set forth in California Education Code Section 88017.**

## **ARTICLE XIX: DISCIPLINES**

### 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. **Performance Improvement Conference. A unit member's immediate supervisor shall notify the unit member of deficiencies in their job performance that has been observed. The supervisor shall identify improvements needed and how the unit member may improve their performance. The immediate supervisor may provide a written improvement plan including previous discussions or counseling, coaching and training, as needed, to address the identified deficiencies. Documentation of the coaching shall not be placed in the unit member's personnel file.**
- F. 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. **During the meeting,** ~~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~~ **The meeting is summarized** ~~are placed in a memo and~~ **may be** put in the unit member's personnel file after the unit member has been given the opportunity to **provide a written** response to its contents. The unit member's written response to the written confirmation of oral counseling is ~~his/her~~ **their** only recourse and shall occur within thirty (30) calendar days of the oral counseling **after receipt of the memo.**

G. 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~~ shall be placed in the unit member's Personnel File after the unit member has been given the opportunity to respond in writing to its contents. The unit member must respond to a written reprimand within thirty (30) calendar days. Both the written reprimand and the response shall be placed in the Personnel file simultaneously. If no response is received within thirty (30) calendar 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.

~~H. 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, including job abandonment.
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.
26. **Willful or persistent violation of the Education Code or District policies and procedures.**

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~~ to 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

**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 reasonably assumed the unit member should have disclosed the facts to the District.**

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, **if known.**
  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 their 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 Superintendent/President or designee 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 Superintendent/President or designee by his or her immediate supervisor or District administrator. The supervisor or designated administrator will consult with the Office of Human Resources prior to placing an unit member 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 ensure that the request for a Skelly meeting is received by the individual designated in the notice 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 they may have one Chapter representative and may also have a CSEA Labor Relations Representative present and may bring written material in his/her their attempt to mitigate or dismiss the proposed discipline convince the Skelly Officer that the discipline should not be imposed. If the employee unit member chooses to have two representatives present during the Skelly meeting, only one of the representatives may act as the spokesperson for the employee unit member during the meeting. However, the employee unit member may caucus with both their representatives at any time during the meeting. If the employee unit member chooses to participate in a Skelly meeting, the meeting shall take place within five (5) ten (10) calendar days of the employee's unit member's request for the meeting unless the employee unit member'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 their 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 they 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 their 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~~ **their** 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~~ **they** shall be given ten (10) calendar days in which to request a hearing before the District's Board of Trustees.

#### 19.3.4 Hearing **Procedure** ~~Before the Board of Trustees.~~

**A. REQUEST FOR HEARING. The Notice of Discipline shall notify the employee of their right to a hearing as provided in this article. The employee or their representative may submit a request to the Superintendent/President or designee in writing within ten (10) calendar days after service of the Notice of Discipline. A form shall be provided to the employee, the signing and submission of which shall constitute a demand for a hearing.**

**B. The discipline hearing shall be held before the Board of Trustees. Within thirty (30) calendar days after receiving the request for hearing, the Board shall schedule a hearing.**

The ~~President~~ **Chair** 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 **before the Board.**

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~~ Vice President of Human Resources and ~~Labor~~ Employee Relations at least five ~~(5)~~ ten (10) calendar days before the hearing.
3. The hearing will be recorded by the District and a copy of the ~~tape~~ recording will be made available to the employee upon ~~his/her~~ their 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~~ them to testify; and to rebut the evidence against them ~~him/her~~. If the accused unit member (respondent) does not testify in ~~his/her~~ their own behalf, ~~he/she~~ they 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.

#### **19.4 FAILURE TO APPEAR**

**Failure by the employee to appear in person for any scheduled hearing under sections 19.3 of this article shall constitute a waiver of the employee's right to a hearing to appeal the disciplinary action.**

#### **19.5 DISCIPLINE POLICY APPLICATION**

**This procedure shall not be construed to diminish the District's authority to take disciplinary action in accordance with the law, including such actions as are authorized by Education Code.**

### **ARTICLE XXV: TERM**

25.1 This Agreement shall be effective July 1, ~~2024~~ 2021, and remain in full force and effect up to and including June 30, ~~2027~~ 2024.

After June 30, ~~2027~~ 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, ~~2027~~ 2024, nor earlier than January 15, ~~2027~~ 2024 of its request to modify, amend or terminate this Agreement.

Agreed and accepted this 18<sup>th</sup> day of June 2025 ~~2<sup>nd</sup> day of June 2021~~.

All appendices to the contract shall be updated upon implementation of this agreement.

The Signature page in the collective bargaining agreement shall be updated.

With the exception of the terms contained herein, all other terms of the Collective Bargaining Agreement and any currently effective MOUs, to the full extent any are applicable, remain unchanged and in effect.

This agreement is subject to the approval process of both parties.

#### FOR CSEA

*Omar Fimbres*

---

Omar Fimbres, CSEA 407 President

*Keith Prouty II*

---

Keith Prouty, Negotiator

*Marbella Ordaz*

---

Marbella Ordaz (Jun 24, 2025 11:03 PDT)

Marbella Ordaz, Negotiator

*Alma Gloria*

---

Alma Gloria (Jun 24, 2025 11:11 PDT)

Alma Gloria, Negotiator

*Juan L. Arroyo*

---

Juan L. Arroyo (Jun 24, 2025 12:58 PDT)

Juan Arroyo, Negotiator

*Samuel Turley*

---

Samuel Turley (Jun 24, 2025 14:30 PDT)

Samuel Turley, CSEA LRR

#### For The District

*Terri S. Wilson*

---

Terri S. Wilson, Interim Vice President of  
Human Resources and Employee Relations

*Prudence Chase*

---

Prudence Chase, Negotiator

*Carlos A. Maldonado*

---

Carlos Maldonado (Jun 25, 2025 14:57 PDT)

Carlos A. Maldonado, Negotiator

06/24/2025