

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

COLLEGE of the DESERT CHAPTER 407 (CSEA)

and

DESERT COMMUNITY COLLEGE DISTRICT (DISTRICT)

2025-2026 Reopener Negotiations

Tentative Agreement

The Desert Community College District and the California School Employees Association and its Chapter 407 (CSEA) have met and negotiated the 2025-2026 Reopener Agreement to the 2024-2027 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, 2027, 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 7 - COMPENSATION

ARTICLE 9 – HEALTH AND WELFARE BENEFITS

ARTICLE 11 – HOURS

ARTICLE 12 - LEAVES

ARTICLE 15 – VACANCIES AND TRANSFERS

ARTICLE 19 - DISCIPLINES

ARTICLE 24 – EFFECT OF AGREEMENT

ARTICLE 25 - TERM

ARTICLE VII: COMPENSATION

- 7.1 Rate of Pay. The rate of pay as set forth in the salary schedule, relate to a calendar month. The daily rate shall be computed by dividing the calendar month pay by 22. The hourly rate shall be computed by dividing the calendar month by 173.33.

7.2 Pay Period. Full-time monthly unit members shall receive their pay on or about the last working day of each calendar month. The pay received shall be for the immediate preceding calendar month. Any adjustments shall be made in the next pay period.

7.3 Advancement on Schedule. Unit members employed by the District for the first time shall begin on the first step of the salary schedule unless otherwise specified. In the event the beginning date of employment is during the period July 1, to and including March 31, advancement to the second step shall occur on the following July 1. If the beginning date of employment is during the period April 1, to and including June 30, advancement to the second step shall occur on the second succeeding July 1.

7.3.1. In the event a unit member is moved to a higher range due to a change in classification for reasons including promotion, or reorganization, the unit member shall be placed at the step that allows for a minimum of a 5% increase in salary.

~~7.3.2 Groundskeeper Advancement. Groundskeepers (and Maintenance Assistants while assigned to an off site campus with the assigned pesticide tasks) currently at a range eight (8) of the parties' salary schedule will be eligible to move to range nine (9) if they receive a certificate or attend a course agreed upon by the parties regarding the application and use of college used pesticides.~~

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

7.4 Annual Compensation

7.4.1. For the ~~2024-2025~~ **2025-2026** 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, ~~2024~~ **2025**. Only unit members currently employed on the date of the Board approval will receive this salary increase.

For the 2026-2027 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, 2026. Only unit members currently employed on the date of the Board approval will receive this salary increase.

~~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.~~

ARTICLE IX: HEALTH AND WELFARE BENEFITS

- 9.1 The levels of medical, dental, prescription, vision, employee assistance, long-term care life insurance, and accidental death and dismemberment insurance shall be maintained. ~~Beginning October 1, 2011 and continuing thereafter,~~ ~~€~~The contract year with the providers shall be effective from October 1st to September 30th unless otherwise agreed to with the Association. As such, if changes to providers are made, those changes will occur at the end of that contract year.
- 9.1.1 The District shall provide the Association with written notice and shall bargain any change in providers or plans resulting in a substantive change in the current level of costs or benefits being offered to unit members.
- If the District desires a change in providers or plans that do not result in a substantive change to the level of costs or benefits currently being provided to unit members, the District will provide the Association with advance written notice and documentation of the level of coverage offered by the new provider or plans prior to the change taking place. However, the District shall only be obligated to negotiate the change in providers or plans if it is determined that there is a substantive change in the level of costs or benefits being provided.
- 9.1.2. 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 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 their first date of paid service on the 16th day of the month or later, they will be eligible to participate in health and welfare benefits on the first day of the second month following 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, they will be eligible to participate in health and welfare benefits on the first day of the first month following their first day of paid service.

9.2 Effective ~~from~~ October 1, 2024 **2025 through June 30, 2027**, and ~~continuing thereafter~~, the maximum district contribution for medical, dental, vision, prescription, unit member assistance, long term care (if applicable), accidental death and dismemberment, and life insurance shall be ~~\$24,454.32~~ ~~\$23,500~~ ~~\$21,375.00 annually, \$1,781.25~~ equivalent to **the total cost of the BlueShield PPO 80% Plan E with Delta PPO with RX \$200/\$10 \$35 per month per** eligible bargaining unit member.

9.2.1 An employee shall have no entitlement to the difference in the event the monthly cost of benefits selected by the employee is the less than the District's maximum monthly contributions as set forth in Section 9.2.

9.2.2 Any amount in excess of the District's monthly or yearly contribution shall be the unit member's obligation and shall be deducted from the member's monthly salary as a pre-tax payroll deduction. In addition, the 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 9.2.4 through 9.2.6, shall cease effective July 1, 2025.

The parties further agree that sections 9.2.4 through 9.2.6 shall not be required or enforceable until **June 30, 2027**, ~~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 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 The amount of the district's contractual contribution, plus the 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. Any unused funds remaining in the health and welfare reserve after July 1, 2025, will revert to the District's general fund. The parties further agree that in the event sections 9.2.4 through 9.2.6 become required or enforceable, the balance of the Health and Welfare Reserve fund shall be automatically credited \$50,000 as of July 1, 2027.

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

9.3.1 The District and CSEA agree to begin negotiations 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

- o BlueShield PPO 100% Plan D ~~with RX \$0/\$9-\$35~~
- o BlueShield PPO 100% Plan G ~~with RX \$200/\$10-\$35~~
- o BlueShield PPO 90% Plan G ~~with RX \$200/\$10-\$35~~
- o BlueShield PPO 80% Plan E ~~with RX \$200/\$10-\$35~~

- o BlueShield HMO Plan 10 - ~~0 with RX \$200/\$10 \$35~~
 - o Kaiser Permanente, KP Plan ~~\$20/\$10 \$20~~
 - o BlueShield Trio Network HMO Plan 10 - ~~\$0 with RX \$200/\$10 \$35~~
- Medical Plan Structure o Active
Employees: Composite o 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 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 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 1720 or more working hours per fiscal year. The 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 eligible retiring (full-time) bargaining unit member who has met the criteria in 9.5 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) 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 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 The Enrollment pursuant to this section shall be at the expense of the retiree, 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 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 unit member or the children of a classified or former eligible classified 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 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 their spouse) or surviving spouse did not enroll in the benefit plans described in this section because they were covered by other health and welfare or dental plans, they may be permitted to enroll in the benefits provided by this section if they can demonstrate that they lost their coverage. In such a case, the former eligible bargaining unit member (and spouse) or surviving spouse will be permitted to enroll in the benefits provided in this section if they do so within 31 days of lost coverage and provides documentation that they lost 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 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 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, they may do so during this open enrollment period.

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.

11.1.1 Rescheduling for periods of more than 22 work days may occur provided that there has been mutual written agreement between the affected employee and the District.

11.1.2 Flexible Work Hours. Unit members may request a change in assigned work hours or work days. The requested change is subject to the approval of the unit member's immediate supervisor and appropriate Administrator. Any requested change in hours or days worked must accommodate the intended duties and responsibilities of the unit member's position. Changes requested by the unit member under this section shall be in writing and have the required approvals prior to any changes. This section in no way implies any conflict with the District's exclusive right to establish days and hours to be worked for all positions. The section shall not conflict with any laws of the State of California or the federal government regarding hours worked.

11.2 4/40 Work Schedules

11.2.1 4/40 Summer Work Schedule: As a part of a district-wide effort to conserve resources and to provide unit members with a shortened

workweek and lengthened weekends, unless one of the Parties requests by March 1, of that calendar year that it not be implemented, Administration will activate a four-forty (4/40) Summer Work Schedule between June and mid-August of each year under the following conditions:

- a. All areas will be open ten hours per day during the four (4) days Monday through Thursday of each week with the following exceptions;
 - b. Offices which are required to serve the public and/or students Monday through Friday during the summer will provide staffing for the five days. Unit members shall be scheduled by mutual agreement between the immediate supervisor and the unit members involved. Such scheduling shall remain the same for the entire summer and may either provide for (1) scheduling all employees for five eight-hour days; or (2) an alternate scheduling plan which gives unit members the option to work four ten-hour days with either Monday or Friday as their unscheduled day. If a satisfactory agreement cannot be reached, the schedule will remain five eight hour days for all unit members in that office;
 - c. Maintenance and operations work areas, such as grounds, custodial services and ~~certain skilled~~ maintenance positions, by mutual agreement between the immediate supervisor and the unit members, initially shall choose between an eight-hour day, five-day week or the ten-hour day, four-day week but shall have one opportunity during the summer to make a single change from one mode to the other as deemed necessary and advisable by the immediate supervisor and the unit members affected for efficient and healthful working conditions. If satisfactory agreement cannot be reached in any of these work areas, i.e., grounds, custodial services and certain skilled maintenance positions, the schedule for that work area will be returned to five eight hour days shall be scheduled for an eight hour day, five day week.
- 11.2.2 Other 4/40 Schedules: CSEA and the District agree that the District may establish a flexible work schedule opportunity for unit members in a given classification within a Department/Academic Discipline, when the District determines that it would be beneficial to the students and the college.

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

For those unit members who are working the 4/40 schedule at sites not open five days a week, when a Holiday occurs and the 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:

- 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) workdays off during the year. In taking the twenty-two (22) days off, employees shall take off a minimum of the number of work hours scheduled in one calendar day at any one time. Supervisor will notify the Office of Human Resources by September 15th of the agreed upon work schedule.

11.4 Number of Days Assigned are as follows:

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

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

- 11.5 Overtime. Hours authorized by the District in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week shall be compensated at a rate of pay equal to time and one-half the regular rate of pay. Hours worked 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.

11.5.1 Overtime shall be offered to all unit member within a classification, within the same area or office, prior to offering the overtime to 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.

- 11.6 Compensatory Time. In lieu of overtime pay, a unit member, may elect compensatory time instead. **All compensatory time shall be approved in writing by the unit members immediate supervisor prior to accrual. Compensatory time shall be noted on the unit members timesheet during the pay period it**

was accrued. When compensatory time off is elected in lieu of cash compensation, such compensatory time off, at the appropriate overtime rate, shall be taken by the end of the fiscal year in which it was earned at times mutually agreed to between the unit member and the immediate supervisor. The unit member may not accumulate more than forty hours of compensatory time (which is 26.66 hours of overtime compensation X 1.5 for each overtime hour worked) within any fiscal year. A unit member shall be compensated on a cash basis at the appropriate rate in cases where the District has not afforded the unit member the opportunity to take compensatory time by June 14th of the fiscal year in which it was earned.

11.7 Lunch Periods. The normal lunch period for 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 with approval of the immediate supervisor or designee. Rest periods cannot be used to extend lunch periods.

11.8 Rest Periods. Unit members working four consecutive hours or more per day shall be entitled to one 15 minute rest period at or about the middle of each four hour work period. Rest periods may not be worked in lieu of a shortened workday.

11.9 The custodial shift shall be generally defined as Monday through Thursday from 6:00 PM to 2:30 AM (eight hour work day with ½ hour for lunch); Friday from 10:30 AM to 7:00 PM (eight hour work day with ½ hour for lunch). During times such as intercession days between semesters and the summer schedule, administration may move the beginning and end times to accommodate a schedule more oriented to a day shift calendar. There will be no change in shift differential unless there is a permanent change in schedule. The supervisor may move the custodial or grounds staff schedules during summer months to be more conducive to climate conditions.

11.9.1 Effective as of date of ratification the District may add alternative custodial fixed shifts as needed by the District which shall be filled by new employees.

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

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

ARTICLE XII: LEAVES

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

12.2 Sick Leave

12.2.1 Full-time unit members shall ~~accrue~~ **be entitled to** one (1) day **of sick** leave with full pay for each month of service during the year for purposes of personal illness or injury. ~~Unit members who work less than full-time shall be entitled to that portion of leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position~~ **exclusive of all days, they are not required to render service to the District.**

12.2.2 **Unit members who work less than full-time shall be entitled to sick leave hours which are prorated according to the percentage of time the employee works.**

~~Family Illness Leave. In any fiscal year, unit members may use half of the current year's annual accrual of sick leave for illness or injury of a parent, child, spouse, or domestic partner. This provision applies only to sick leave accrued pursuant to Section 12.2.1 An employee who has first exhausted Family Illness Leave under this section, may then use his/her remaining Personal Necessity Leave to care for the sickness of a child, parent, spouse, or domestic partner (as defined by law). [Moved to 12.3]~~

12.2.3 **A unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days of leave of absence. When such persons are employed for less than a full fiscal year of service, this section and Section 12.10.6 shall determine that proportion of leave of absence for illness or injury to which they are entitled.**

~~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 they 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 one hundred (100) working days are not accumulative, but rather shall be added each year.~~

~~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. [Moved to 12.5]~~

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. Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness, Unless extended leave has been initiated. If extended leave has been initiated, while the unit member is working out of class they shall be compensated at their regular classifications rate of pay.~~

12.2.5 ~~Pregnancies and disabilities arising out of pregnancies shall be considered as an illness for the purposes of utilizing sick leave. The unit member must contact 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 the beginning of the work shift, whenever possible.~~

~~Each unit member shall have the obligation of keeping their immediate supervisor advised as to the extent of their absences and plans for returning to work. [Moved to 12.2.9]~~

12.2.6 **If a unit member does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.** ~~In the event an absence due to illness or pregnancy extends for a period of five (5) consecutive days or more, the 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 unit member's physician, the District may require that the 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 unit member is not sick) based upon a documented pattern and behavior consistent with abuse which has been communicated to the unit member, they may request that the unit member provide a physician's statement certifying their illness regardless of length.~~ **[Moved to 12.2.11]**

12.2.7 Any accrued sick leave credit earned by a unit member but unused on the date of retirement shall be converted to retirement credit in accordance with the applicable PERS Rules and Regulations.

12.2.8 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each unit member.

If the unit member resigns, retires or is terminated, or upon the conclusion of employment, unaccrued sick leave which has been taken shall be reimbursed to the District by deduction from the unit member's final pay check. If the final pay check is not sufficient, a repayment schedule shall be agreed to between the unit member and the District.

12.2.9 The unit member must contact their immediate supervisor or designee as soon as the need to be absent is known. Notification

shall be at least one (1) hour prior to the start of the workday or the beginning of the work shift, whenever possible.

Each unit member shall have the obligation of keeping their immediate supervisor advised as to the extent of their absences and plans for returning to work. [Moved from 12.2.5]

12.2.10 Reemployment List: When all available paid leaves of absence have been exhausted and if the unit member is not medically able to assume the duties of the person's position, the person shall be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with seniority.

12.2.11 In the event an absence due to illness or pregnancy extends for a period of five (5) consecutive days or more, the 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 unit member's physician, the District may require that the 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 unit member is not sick) based upon a documented pattern and behavior consistent with abuse which has been communicated to the unit member, they may request that the unit member provide a physician's statement certifying their illness regardless of length. [Moved from 12.2.6]

12.3 Family Illness Leave. In any fiscal year, ~~u~~Unit ~~m~~Members may use half of the current year's annual accrual of sick leave for illness or injury of a parent, child, spouse, or domestic partner. This provision applies only to sick leave accrued pursuant to Section 12.2.1 An employee who has first exhausted Family Illness Leave under this section, may then use his/her remaining Personal Necessity

Leave to care for the sickness of a child, parent, spouse, or domestic partner (as defined by law). [Moved From 12.2.2]

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 their supervisor and obtain prior approval from the appropriate management/supervisory person.~~

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

- ~~12.3.4 — Purposes for which personal necessity leave may be used to include:
 - A. ~~Death (after Bereavement Leave is used) or serious illness of a member of the Unit Member's immediate family;~~
 - B. ~~An accident involving the Unit Member's person or property or the person or property of a Unit Member's immediate family;~~
 - C. ~~Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any other order made with jurisdiction;~~~~

- D. ~~Urgent personal business which requires presence at or in a time frame which falls within the Unit Member's regular work day, and which cannot be arranged outside of the Unit Member's normal work day.~~
- E. ~~Illness or injury of a parent, child, spouse, or domestic partner.~~

~~12.3.5 — Personal necessity leave is provided under the provisions of the California Education Code. Any abuse or misuse of personal necessity leave shall be considered an act of dishonesty and will be subject to disciplinary action up to and including termination. [Moved to 12.6]~~

12.4

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 their return to service. [Moved from 12.10]

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 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 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 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. [Moved to 12.7]~~

12.5

Extended Illness or Injury Leave (Paid Leave) [Moved from 12.2.3]

12.5.1 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 they 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 one hundred (100) working days are not accumulative, but rather shall be added each year.

12.5.2 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.

12.5.3 A unit member must exhaust all accrued compensatory time then accrued full paid sick leave prior to accessing the 100 days of extended sick leave (differential pay). Utilizing paid vacation in lieu leave is not allowable. The 100-day extended sick leave may be coordinated with vacation and other paid leaves if the unit member is out on a district approved medical leave or with approval of the Vice President of Human Resources or designee.

Pregnancy Disability

~~12.5.1 — Unit members are entitled to use accumulated sick leave as set forth in 12.2.1 and 12.2.3 for disabilities caused or contributed to by pre-pregnancy, miscarriage, childbirth and recovery there from. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. Notwithstanding the foregoing, the maximum amount of pregnancy disability leave a bargaining unit member may receive is four months, unless the bargaining unit member specifically requests more than four months, demonstrates a medical necessity or requests a reasonable accommodation for the leave, and makes such request to the Superintendent/President in writing who shall determine whether to grant the request. [Moved to 12.8]~~

12.6 Personal Necessity Leave [Moved from 12.3]

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 the **following** purposes of personal necessity, charged against sick leave.

12.6.1 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 their supervisor and obtain prior approval from the appropriate management/supervisory person.

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

emergency nature or which can be accomplished within normal vacation leave days.

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

- A. Death (after Bereavement Leave is used) ~~or serious illness of a member of the Unit Member's~~ their immediate family; when additional leave is required beyond that provided in Section 12.1.
- B. Serious or critical illness of a member of the Unit Member's immediate family per Section 12.1. The illness should be such that it requires the services of a physician, and of such an emergency nature that the immediate presence of the unit member is required during the work day.
- C. An accident involving the Unit Member's person or property or the person or property of a Unit Member's immediate family;
- D. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any other order made with jurisdiction;
- E. Urgent personal business which requires presence at or in a time frame which falls within the Unit Member's regular work day, and which cannot be arranged outside of the Unit Member's normal work day.
- F. Illness or injury of a parent, child, spouse, or domestic partner.

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

[Moved from 12.3]

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

- ~~12.6.2 — A unit member suffering an injury or illness arising out of and in the course and scope of employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.~~
- ~~12.6.3 — The District has, at its expense, the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.~~
- ~~12.6.4 — For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check received from the workers' compensation carrier which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.~~
- ~~12.6.5 — The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the workers' compensation laws of this State at the time of the exhaustion of benefits under this section, such unit member shall be entitled to use only so much accumulated and available normal sick leave and vacation leave which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay. [Moved to 12.10]~~

12.7 Bereavement Leave: **Every Serious or critical illness of a member of the Unit Member's immediate family per Section 12.1. The illness should be such that it requires the services of a physician, and of such an emergency nature that the immediate presence of the unit member is required during the work day.**

12.7.1 ~~A unit-member~~ **Unit Member** shall be entitled to an absence from service with full salary for a period not to exceed ~~three (3)~~ **five (5) 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 their immediate family (**Section 12.2.1**). ~~While~~ ~~B~~bereavement days do not need to be taken consecutively, ~~they~~ **however, the Unit Member** must be taken **complete the bereavement leave** within ~~eight (8) consecutive work days of the first day taken.~~ **three (3) months of the date of the immediate family members death.** If extenuating circumstances require the use of bereavement days beyond the ~~eight (8)~~ **five (5)** work days, the ~~unit member~~ **Unit Member** may request an extension to their immediate supervisor or designee.

12.7.2 **This leave shall not be deducted from sick leave. Entitled bereavement leave may be taken intermittently in full days.**

12.7.3 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 ~~unit-member~~ **Unit Member** provide documentation of the location, mileage, and relationship for the bereavement leave upon return to work; ~~unit member~~ **Unit Member** must submit requested documentation and obtain approval from supervisor prior to claiming bereavement leave on timesheet.

12.7.4 **Bereavement leave for alternative schedules such as 4/10 will be based on weekly hours (i.e., for full-time employees bereavement will be based on forty (40) hours not five (5) days).**

12.7.5 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~~ **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~~ **Unit Member** or their spouse or domestic partner. **[Moved from 12.4]**

12.7 Modified Return to Work Program

- a. ~~Modified work assignments are temporary 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 unit member is released to return to work with restrictions, every effort will be made to find a temporary modified work assignment for the unit member which is consistent with the work restrictions, the District will engage in a good faith interactive process.~~
- e. ~~A representative from the Human Resources Office will meet or coordinate with the unit member and their supervisor to determine if the unit member can return to their regular job within the restrictions. If the unit member can perform in a modified assignment, the unit member will complete a temporary modified return to work statement which will detail the duties they will perform during this period. If no modified assignments can be found, the employee will be placed on temporary disability, sick leave, or other available appropriate leave (as provided within this Agreement) until an appropriate modified position (within the work restrictions) is found, or until restrictions are lifted and the unit member can return to work.~~
- d. ~~If an unit member refuses a modified work assignment which is consistent with the restrictions imposed by his/her physician, no temporary disability benefits will be paid. If the employee is unable to return to work in any capacity as a result of a work injury or illness, the District retains the right to request verification (at least once per month) that the employee is unable to return to work in any capacity. [Moved to 12.11]~~

12.8 Pregnancy Disability Leave

12.8.1 Unit Members are entitled to use accumulated sick leave as set forth in 12.2.1 and 12.5 for disabilities caused or contributed to by pre-pregnancy, miscarriage, childbirth and recovery there from. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician. Notwithstanding the foregoing, the maximum amount of pregnancy disability leave a bargaining Unit Member may receive is four months, unless the bargaining Unit Member specifically requests more than four months, demonstrates a medical necessity or requests a reasonable accommodation for the leave, and makes such request to the Superintendent/President in writing who shall determine whether to grant the request. [Moved from 12.5]

12.8 Judicial Leave

- ~~12.8.1 Within five (5) days of receipt of notification of jury service, the unit member shall provide a copy of the official notification to the immediate supervisor and the Human Resources Office.~~
- ~~12.8.2 Immediate supervisors shall reschedule unit members working the swing or graveyard shifts to a daytime schedule during the period of jury service.~~
- ~~12.8.3 To avoid payroll adjustments and adverse effects on retirement, the unit member shall remit to the District the jury duty pay other than travel expense reimbursements.~~
- ~~12.8.4 The leave for jury service shall be granted for the number of days of attendance in court as certified by an authorized officer of the court. The 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 their supervisor prior to their absence. If released before 1:30 p.m., the unit member is required to return to work.~~
- ~~12.8.5 The District shall not, in any way, discourage unit members from accepting jury service, but does, in accordance with Education Code~~

~~Section 87036, reserve the right to discuss with affected unit members the practicality of seeking exemption or postponement when acceptance would materially disrupt District operations. [Moved to 12.12]~~

- 12.9 **Reproductive Loss Leave; Every Unit Member is entitled to five (5) days of paid leave for a reproductive loss event. A reproductive loss event is defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. The leave must be taken within three (3) months of the event and may be taken on non-consecutive days.**
- 12.10 **Industrial Accident and Illness Leave: In addition to any other benefits that a unit member may be entitled to under the Workers' Compensation laws of the State of California, unit members shall be entitled to the following benefits:**
- 12.10.1** Unit Members will be entitled to industrial accident leave according to the provision in Education Code Section 88192 for an injury which has qualified for workers' compensation insurance program.
- 12.10.2** A unit member suffering an injury or illness arising out of and in the course and scope of employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 12.10.3** The District has, at its expense, the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 12.10.4** **Payment for wages lost on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of the State of California, exceed the normal wage for the day.**
- 12.10.5** For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check received from the workers' compensation carrier which would make the total compensation from both sources exceed 100 percent of the amount the unit member would

have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

- 12.10.6** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a unit member is still receiving temporary disability payments under the workers' compensation laws of this State at the time of the exhaustion of benefits under this section, such unit member shall be entitled to use only so much accumulated and available normal sick leave and vacation leave which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay. **[Moved from 12.6]**

~~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 their return to service. **[Moved to 12.4]**~~

12.11 Modified Return to Work Program

- 12.11.1 Modified work assignments are temporary 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.
- 12.11.2 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 unit member is released to return to work with restrictions, every effort will be made to find a temporary modified work assignment for the unit member which is consistent with the work restrictions, the District will engage in a good faith interactive process.

12.11.3 A representative from the Human Resources Office will meet or coordinate with the unit member and their supervisor to determine if the unit member can return to their regular job within the restrictions. If the unit member can perform in a modified assignment, the unit member will complete a temporary modified return to-work statement which will detail the duties they will perform during this period. If no modified assignments can be found, the employee will be placed on temporary disability, sick leave, or other available appropriate leave (as provided within this Agreement) until an appropriate modified position (within the work restrictions) is found, or until restrictions are lifted and the unit member can return to work.

12.11.4 If an unit member refuses a modified work assignment which is consistent with the restrictions imposed by his/her physician, no temporary disability benefits will be paid. If the employee is unable to return to work in any capacity as a result of a work injury or illness, the District retains the right to request verification (at least once per month) that the employee is unable to return to work in any capacity. **[Moved from 12.7]**

~~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 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, the unit member is not required to return to work to complete 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 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 unit member to attend the hearing and that unit member shall receive paid subpoena leave pursuant to the article.~~

~~12.11.4 Subpoena leave shall not be accumulated from year to year. Compensation for such leave will be made up to a maximum of 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.~~

~~12.11.5 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.
[Moved to 12.13]~~

12.12 ~~Judicial Leave~~ **Jury Duty**

12.12.1 Within five (5) days of receipt of notification of jury service, the unit member shall provide a copy of the official notification to the immediate supervisor and the Human Resources Office.

12.12.2 Immediate supervisors shall reschedule unit members working the swing or graveyard shifts to a daytime schedule during the period of jury service.

12.12.3 To avoid payroll adjustments and adverse effects on retirement, the ~~unit member~~ **Unit Member** shall remit to the District the jury duty pay other than travel expense reimbursements.

12.12.4 The leave for jury ~~service~~ **duty** shall be granted for the number of days of attendance in court as certified by an authorized officer of

the court. The ~~unit member~~ Unit Member must provide proof of service and proof of attendance after it has been completed. ~~Bargaining unit members~~ 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~~ Unit Member shall be responsible for notifying their supervisor prior to their absence. If released before 1:30 p.m., the ~~unit member~~ Unit Member is required to return to work.

12.12.5 The District shall not, in any way, discourage ~~unit member~~ Unit Members from accepting jury service, but does, in accordance with Education Code Section 87036, reserve the right to discuss with affected unit members the practicality of seeking exemption or postponement when acceptance would materially disrupt District operations. [**Moved from 12.8**]

~~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 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. [Moved to 12.15]~~

12.13 Subpoena Leave

12.13.1 ~~A unit member~~ **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 their supervisor, thirty (30) minutes shall be available to the ~~unit member~~ **Unit Member** both prior to and after fulfilling the requirements of the subpoena.

12.13.2 After fulfilling the requirements of a subpoena, the ~~unit member~~ **Unit Member** is not required to return to work to complete 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 40 or more miles from their assigned District work location. Exceptions may be approved by the immediate supervisor or designee**

12.13.3 ~~Any unit member~~ Unit Member who requests that the Board of Trustees issue a subpoena for another ~~unit member~~ Unit Member to testify at a discipline appeals hearing shall be assured that the District will permit said ~~unit member~~ Unit Member to attend the hearing and that ~~unit member~~ Unit Member shall receive paid subpoena leave pursuant to the article.

12.13.4 Subpoena leave shall not be accumulated from year to year. Compensation for such leave will be made up to a maximum of 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~~ Unit Member's regular earnings and any amount received under the subpoena.

12.13.5 ~~A unit member~~ 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. **[Moved from 12.11]**

12.14 Military Leave: Leave of absence for active military service shall be granted as mandated by applicable state and federal law. For further information about this leave, contact a CSEA representative or the Human Resources Office and a military leave fact sheet will be provided. **[Moved from 12.9]**

12.15 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~~ **480 hours**) (26 weeks for military caregiver) in a twelve (12) month **rolling calendar** period for the following purposes and under the enumerated conditions:

12.15.1 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 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;

12.15.2 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;

12.15.3 Family Care ~~Medical~~ Leave ~~is to~~ **may** be used in conjunction with ~~and eordinated with~~ "Personal Necessity Leave" provided for in this Article, Section 3. Personal Necessity Leave.

12.15.4 Unit Members on Family Care ~~Medical~~ 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;**

12.15.5 **The District will require certification which indicates the medical necessity or requesting leave and the expected duration of such leave if the Unit Member is requesting leave because of a serious medical condition;**

12.15.6 **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. [Moved from 12.12]**

12.16 California Family Rights Leave (CFRA): as set forth in Government Code section 12945.2 and administered by the California Civil Rights Department (CRD), provides eligible employees with up to twelve (12) workweeks of job-protected leave in a 12-month period for certain family and medical reasons.

12.16.1 Unit Members must have worked for the employer for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the leave. The 12-month and 1,250-hour thresholds apply even for part-time Unit Members (so long as the 1,250 hours are met).

- (a) Covered reasons include:
- A Unit Members own serious health condition causing inability to perform essential job functions.
 - To care for a family member with a serious health condition. CFRA's definition of "family member" is broad: child (of any age), spouse, registered domestic partner, parent, grandparent, grandchild, sibling, or someone "with whom the employee has a family-like relationship" (in some implementations).
 - To bond with a new child (by birth, adoption, or foster placement).
- (b) Leave may be taken in one continuous block or intermittently / on a reduced schedule when medically necessary.
- (c) The unit member must first use their compensatory time, regular accrued paid sick leave, and then, when this accrued leave is exhausted, the unit member is entitled to extended illness leave.
- (d) Unit Members on CFRA 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) California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) run concurrently for a total of (twelve) 12 workweeks within a 12-month period after the birth or placement of the child.

ARTICLE XV: VACANCIES and TRANSFERS

VACANCIES

For the purpose of this article, a “vacancy” shall mean an approved and funded classified position that becomes unoccupied or newly established, and for which the District intends to appoint an employee.

- 15.1 Unit members shall be given the opportunity to apply for **vacant new permanent classified positions or existing classified positions** which are being filled. Application for such vacancies shall be **submitted electronically** 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 unit members who **apply and** meet the minimum qualifications for the vacant position shall receive **a first-level interview** ~~one point in the screening process in recognition of the institutional experience to the District in staff retention. The point will be added to the current 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.

- 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.

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 ~~A unit member may initiate a request for a lateral transfer to a vacancy posting within the 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 vacancy within their same job classification shall be offered an interview with the hiring manager along with other eligible applicants. The 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 unit member leaves the District, whichever occurs first. Transfer into a vacancy between sites may be initiated by a unit member or area immediate supervisor and shall be granted upon mutual agreement between unit member, and area immediate supervisor and Vice President.[Moved From 15.5]~~

15.3.1 Employees may transfer from a full-time position to a full-time vacancy, or from a part-time position to a part-time vacancy. Transfers between full-time and part-time positions (i.e. full-time to part-time or part-time to full-time are not permitted under this transfer provision). Any movement that changes an employee status between full-time and part-time shall be processed as a separate action and is not considered a transfer under this article.

15.4 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 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. [Moved to 15.3]~~

ARTICLE 19: 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.

- Ⓓ. Dismissal: Removal from employment of the District.
- Ⓔ. 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.
- Ⓕ. 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. The meeting is summarized 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 their only recourse and shall occur within thirty (30) calendar days after the receipt of the memo.
- Ⓖ. Written reprimand: Documentation by the supervisor of a unit member's unacceptable behavior, actions, and/or performance which do not meet work standards. Such a reprimand 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.

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 scheduled meeting to place the unit member on a compulsory leave of absence.

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 be 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 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 Superintendent/President or designee from the moment that the notice of intent to discipline is issued. Any unit member may be placed on paid administrative leave at any other time by the Superintendent/President or designee. The designated administrator will consult with the Office of Human Resources prior to placing an employee on paid administrative leave.

19.3.2 *Skelly* Meeting or Written Response.

Each unit member who is issued a notice of intent to discipline shall be entitled to request either a *Skelly* meeting or may provide

a written response to the proposed discipline within seven (7) calendar days of the issuance of the notice of intent to discipline. The seven (7) day time limit shall be set forth in the notice of intent to discipline. It will be incumbent upon the unit member to ensure that the request for a *Skelly* meeting is received by the individual designated in the notice 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, they may have one Chapter representative and may also have a CSEA Labor Relations Representative present and may bring written material in their attempt to mitigate or dismiss the proposed discipline. If the unit member chooses to have two representatives present during the *Skelly* meeting, only one of the representatives may act as the spokesperson for the unit member during the meeting. However, the unit member may caucus with both representatives at any time during the meeting. If the unit member chooses to participate in a *Skelly* meeting, the meeting shall take place within ten (10) calendar days of the unit member's request for the meeting unless the 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 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 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 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 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 **consistent with Education Code section 88013 and other applicable law.**
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 to challenge the discipline. The notice will inform the unit member that they shall be given ten (10) calendar days in which to **make a written** request **for a formal** hearing ~~before the District's Board of Trustees.~~

19.3.4 **Formal (Evidentiary)** Hearing Procedure.

- 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. Within thirty (30) calendar days after receiving a timely request for hearing, the District will schedule a hearing.

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.~~

C. Upon request the Board or its designee shall select a neutral third-party hearing officer to conduct the hearing in lieu of the Board. The District will pay the expenses of the hearing officer.

~~When a neutral third-party is not utilized, the~~ 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.**

D. ~~In such case~~ When a neutral third-party is utilized, the hearing officer shall conduct the hearing and, within thirty (30) calendar days after the close of the hearing, submit written findings and a proposed decision to the Board. Upon review by the Board all parties will be notified of the proposed decision ~~the Board.~~

E. Both the District and the employee will be allowed to be represented by legal counsel or other designated representatives at their own respective expense.

F. The following guidelines shall be used in conducting hearings.

1. **Each side will be permitted an opening statement (District first) and closing arguments.** The District has the burden of ~~proving~~ **proof by a preponderance of the evidence that there is cause for** ~~that the~~ recommended discipline is warranted. **As such, the District will present its case first followed by the unit member's case** ~~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 Vice President of Human Resources and

Employee Relations at least ten (10) calendar days before the hearing.

3. The hearing will be recorded by the District and a copy of the recording will be made available to the employee upon their request. ~~Any hearing which does not utilize a court reporter shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. The other party may obtain a copy of the transcript of the hearing upon written request and agreement to pay for necessary costs.~~
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 them to testify; and to rebut the evidence against them. If the accused unit member (respondent) does not testify on their own behalf, 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. If the hearing is before the Board, ~~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 scheduled meeting) in accordance with Government Code Section 54957.1.

8. If the hearing is before a hearing officer, the Board will consider the recommended decision and findings of the hearing officer in closed session in accordance with Government Code Section 54957.1.

9. In either a hearing before the Board or a hearing officer, the Board Chair or its designee will issue a written decision which shall be final.

The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases, and the decision of the Board of Trustees shall be final and binding on all parties.

19.4 FAILURE TO APPEAR

~~Failure~~ Absent good cause shown, 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 XXIV: EFFECT OF AGREEMENT

24.5 There shall be no re-openers for the 2026-2027 school years. ~~The District or CSEA may reopen negotiations, upon written notification to the other party on or before March 15 of any calendar year, on ARTICLE: VII COMPENSATION AND ARTICLE IX HEALTH AND WELFARE BENEFITS and two other articles selected by each party.~~

ARTICLE XXV: TERM

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

After June 30, 2027, 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, nor earlier than ~~January 15~~ **March 1**, 202**7** of its request to modify, amend or terminate this Agreement.

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

For CSEA:

Omar Fimbres
Omar Fimbres, Negotiator

Alma Gloria
Alma Gloria, Negotiator

Job Gonzalez
Job Gonzalez, Negotiator

Keith Prouty II
Keith Prouty II, Negotiator

Samuel Turley
Samuel Turley, LRR

For District:

Terri Wilson
Terri Wilson, Interim VP, Human Resources & Employee Relations

Felicia Frausto
Felicia Frausto, Acting Director, Human Resources & Employee Relations

Carlos Maldonado
Carlos A. Maldonado, Dean Student Support Services

Stuart Davis
Stuart Davis, Executive Director of Educational Technology











2.20.2026 COD 407 2025-2026 Tentative Agreement Final

















Final Audit Report

2026-03-07

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By:	Samuel Turley (sturley@csea.com)
Status:	Signed
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