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PREAMBLE

This Agreement recognizes and affirms the high quality of professional service and contributions made by classified bargaining unit employees. The purpose of this Agreement is to promote employer-employee relations, provide an equitable procedure for the resolution of grievances, and establish rates of pay and other terms and conditions of employment within the scope of representation of Government Code, Section 3543.2.

This Agreement is made and entered into this 25th day of May 2011 by and between Chaffey Community College District, hereinafter referred to as the District, and the California School Employees Association and its Chapter 431, hereinafter referred to as CSEA.
1.1 **STAFF DIVERSITY PLAN:** CSEA recognizes that the District is committed to building a community in which opportunity is equalized and to achieving diversity that approximates the expected representation of the workforce. CSEA and the District affirm that active promotion of a diverse environment through a continuing staff diversity program has pragmatic, legal, and ethical benefits for the District and its members.

1.2 **NON-DISCRIMINATION:** The District and the Association agree to adhere to a policy of non-discrimination and to comply with all Federal and State laws, regulations, and mandates. To that end, no employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her protected status as defined in the District’s Non-Discrimination policy.

Discrimination complaints are not subject to the grievance procedure and shall be covered by the District Discrimination Policy and Procedures.

1.3 **HARASSMENT PROHIBITED:** The District and CSEA agree to prohibit any person in the work or educational setting from harassing any other person because of his/her protected status as defined in the District’s Prohibition of Harassment Policy.

1.4 **DISCRIMINATION BASED ON CSEA ACTIVITY PROHIBITED:** The District shall not interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercising of rights provided for and outlined in this Agreement.
RECOGNITION
Article II

2.1 ACKNOWLEDGMENT. The District hereby acknowledges that CSEA is the exclusive bargaining representative of the District’s classified employees excluding confidential and management personnel pursuant to the Educational Employment Relations Act. All short-term employees who have worked for the District in excess of the time specified in the California Education Code, Section 88003 are hereby recognized by the District as members of this bargaining unit with all rights and benefits accorded in the same means and manner as regular bargaining unit members.

2.2 SCOPE OF REPRESENTATION. The scope of representation as set forth in the Rodda Act (Government Code, Section 3540) including, but not limited to, the following:

1. wages
2. hours of employment
3. health and welfare benefits as defined by Government Code, Section 53200
4. leave policies
5. transfer policies
6. safety conditions of employment
7. evaluation procedures
8. organization security personnel pursuant to Government Code, Section 3546
9. procedure for processing grievances pursuant to Government Code, Sections 3548.5, 3548.6, 3548.7, and 3548.8
10. negotiate the effects of contracting out or transferring out bargaining unit work
### LIST OF BARGAINING UNIT POSITIONS.

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<td>Network Technology Technician</td>
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<td>Accounting Specialist</td>
<td>Data and Records Assistant</td>
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<td>Accounting Technician II</td>
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<td>Accounting Technician III</td>
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<td>Administrative Assistant I</td>
<td>Digital Media Lab Specialist</td>
<td>P.E./Athletic Equipment Attendant</td>
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<td>Administrative Assistant II</td>
<td>Distance Education Support Specialist</td>
<td>Photography Specialist</td>
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<tr>
<td>Administrative Coordinator</td>
<td>Educational Program Assistant</td>
<td>Plant Maintenance Mechanic</td>
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<td>Admissions/Records Assistant II</td>
<td>Educational Services Generalist</td>
<td>Pool Maintenance/Equipment Attendant</td>
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<td>Admissions/Records Coordinator</td>
<td>Energy Management Systems Technician</td>
<td>Printing Generalist</td>
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<td>Admissions/Records Information Specialist</td>
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<td>Bookstore Accounting Assistant</td>
<td>Financial Aid Specialist</td>
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<td>Bookstore Assistant Buyer</td>
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MANAGEMENT RIGHTS
Article III

3.1 POWERS AND AUTHORITY. It is understood and agreed that the District retains all its powers and authority to direct, manage, and control to the full extent of the law. Including, but not limited to, those duties and powers are the rights to:

1. determine its organization
2. direct work of its employees
3. determine the times and hours of operation
4. determine the level, means, and kinds of services to be provided
5. establish its educational policies, goals, and objectives
6. ensure the rights and educational opportunities of students
7. determine staffing patterns
8. determine the number and kinds of personnel required
9. consult with CSEA prior to:
   - lawfully contracting out bargaining unit work
   - lawfully transferring out bargaining unit work
10. maintain the efficiency of District operations
11. determine the curriculum
12. build, move, or modify facilities
13. establish budget procedures and determine budgetary allocations
14. determine the methods of raising revenue
15. hire, classify, assign, evaluate, promote, terminate, and discipline employees
16. take action on any matter in the event of an emergency*

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

*Emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action which affects district facilities or equipment or otherwise involves an act of God or specific governmental order requiring the District to take certain action or refrain from taking certain action.
4.1 ORGANIZATIONAL FEES. All employees in the bargaining unit shall either join CSEA as a member or pay to CSEA a representational service fee (hereinafter referred to as the Service Fee) in amounts that are equal to the initiation fees, periodic dues (see Appendix A), and general assessments paid to CSEA by its members but, in either case, within thirty (30) calendar days after the signing of this Agreement, or in the case of persons employed into the bargaining unit after the signing of this Agreement, within thirty (30) calendar days after they are so employed.

4.2 PAYROLL DEDUCTIONS. CSEA shall have the sole and exclusive right to have payroll deductions, including but not limited to initiation fees, periodic dues, general assessments, and service fees, from the pay of employees in the bargaining unit by the District.

4.2.1 The District shall make payroll deductions from the pay of employees in the bargaining unit relative to meeting the requirements of this Article and in accordance with the requirements of CSEA. In the event an employee does not join CSEA as a member, the District shall, to the extent authorized by statutory law and in accordance with the requirements of CSEA, deduct from the payroll of such employee, the service fee. The District shall notify CSEA, in writing, immediately upon its knowing of any employee in the bargaining unit who requests any change in the status of his/her payroll deduction relative to the matters discussed in this Article.

4.3 HOLD HARMLESS CLAUSE. CSEA agrees to save, defend, indemnify, and hold harmless the employer for any loss or threat of loss whatsoever, or damages or expenses in any form arising from the operation of the Article.

4.4 RELIGIOUS OBJECTION. If an employee in the bargaining unit belongs to a recognized religious sect which does not permit its members to pay a service fee to any employee organization, an amount equal to the service fee which would have been paid will be deducted monthly from the employee’s paycheck. The amount will be deposited by the District with a recognized charitable organization designated by the employee, but in no event shall the charitable organization be a religious sect. Verification of eligibility under this section should be arranged in writing directly with CSEA Headquarters at the following address:

California School Employees Association
2045 Lundy Avenue
San Jose, CA 95131

4.5 ANNUAL FEE. Any employee shall have the right to pay annual dues/service fee(s) directly to CSEA, but shall be paid no later than August 10 of each year (July 1–June 30).

4.6 NOTIFICATION. In the event any employee covered by this Agreement shall fail to tender periodic dues or service fees, CSEA shall give notice in writing to the District. The District shall notify the employee of the receipt of such letter immediately, and if the employee does not tender his/her dues or service fees within seventy-two (72) hours after service of notice by the District, the District shall automatically deduct a service fee from said employee.
EMPLOYEE RIGHTS
Article V

5.1 PERSONNEL FILES:

5.1.1 OFFICIAL PERSONNEL FILE. There shall be one (1) official district personnel file for each bargaining unit member. The material in the official district personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the bargaining unit member’s employment with the District. The personnel file shall include, but not be limited to, records of employment with the District and records of professional evaluation. The personnel file shall be kept in a locked file cabinet in the Office of Human Resources.

5.1.2 EXAMINATION. An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee’s personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to employment. A CSEA representative may, with written authorization by the bargaining unit member, have access to the respective file. When a bargaining unit member’s file is opened for any purpose other than routine office work, a file utilization form shall show the name of the person opening the file and the date.

5.1.3 CONFIDENTIALITY AND REVIEW. All personnel files shall be kept in confidence and shall be available for inspection only to the immediate supervisor and the senior administrator of human resources or designee, when it is deemed necessary for the proper administration of the District’s affairs and the supervision and protection of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made (other than the regular personnel office staff).

5.1.4 DEROGATORY MATERIAL. Any person who places written material of a derogatory nature into an employee’s file will first present a copy of such material to the employee concerned. The employee will have a right of rebuttal within twenty (20) working days of the receipt of such material and have it attached. Under no circumstances will any derogatory information be entered into a personnel file without the employee’s knowledge.

5.1.5 REMOVAL. Derogatory material placed in a bargaining unit member’s personnel file may be sealed and removed upon the request of the bargaining unit member when such material is more than two (2) years old.

5.2 REPRESENTATION. Employees summoned to meet for the purpose of possible disciplinary action shall have the right to request and to be accompanied by a representative.
6.1 EVALUATIONS – EMPLOYEES:

6.2 PURPOSE: The purpose of an evaluation is to recognize excellent and satisfactory performance in the areas of service assigned by the District, to identify areas of performance and/or work habits needing improvement, and to document unsatisfactory performance of the staff member. The evaluation procedures are based on the assumption that the staff is competent and professional.

The administration recognizes that satisfactory performance by a staff member can be achieved in a variety of ways. The immediate supervisor has the responsibility to observe and evaluate a staff member’s total performance of his/her duties and responsibilities. The evaluation shall include assessment of on-the-job responsibilities (as indicated in the position description), a review of the self-evaluation (if submitted), and evidence of effective working relationships with staff and students as appropriate. The immediate supervisor’s evaluation shall not cover a period of time for more than two years.

Evaluations less than satisfactory and re-evaluations that demonstrate less than adequate improvement may result in extended evaluations and/or a recommendation for non-retention.

6.3 RATINGS, DEFINITIONS:

Satisfactory - This rating indicates that the performance of the evaluatee is average to excellent.

Needs Improvement - This rating indicates that the performance of the evaluatee is deficient and needs definite strengthening. This rating shall designate specific areas to be improved and delineate how improvement may be accomplished. Should sufficient improvement not be shown during subsequent regular evaluations, the evaluatee’s rating will be considered unsatisfactory.

Unsatisfactory - This rating indicates that the performance of the evaluatee is below minimum standards.

6.4 GENERAL EVALUATION CONDITIONS: The immediate supervisor shall be responsible for the coordination of all staff member’s evaluations within his/her unit. All final written evaluations, attachments, and immediate supervisor’s recommendations shall be forwarded to the Office of Human Resources.

6.4.1 The immediate supervisor shall meet with the staff member to discuss the purpose, criteria, procedures, and timelines for the evaluation. The staff member will be consulted about potential additional contributors, if any, in the preparation of the evaluation.

6.4.2 All bargaining unit members will be formally evaluated biennially (every two years) by his/her immediate supervisor during the month of his/her anniversary date, unless extenuating circumstances apply (i.e., extended leave). The immediate supervisor and staff member may mutually agree in writing prior to the anniversary date to extend the deadline.

6.4.3 Probationary employees, as defined in Article VIII, will be evaluated every one hundred twenty (120) days during the probationary period. Upon successful completion of the probationary period, employee will be evaluated during the anniversary month of the next year.

6.4.4 The immediate supervisor retains the right to conduct special evaluations for both regular and probationary employees.

6.4.5 In the event that a bargaining unit member receives a “Needs Improvement” or “Unsatisfactory” rating, the immediate supervisor in consultation with the employee shall develop a written improvement plan and recommend a re-evaluation in accordance with the timelines established within the written improvement plan.
6.4.6 The purpose of the written improvement plan is to assist the staff member in developing and implementing improvements in the area or areas of deficiency noted by the immediate supervisor, to assist the staff member to make improvements, and to evaluate the staff member’s performance under the plan. The implementation of the written improvement plan will occur within the timeframe as indicated in the written improvement plan.

6.4.7 If it is determined under the re-evaluation that the staff member achieved a “Satisfactory” level of performance during the designated timeframe in the written improvement plan, the staff member will return to the regular evaluation cycle.

6.4.8 If the re-evaluation results in an overall rating of “Needs Improvement,” the immediate supervisor may extend for one (1) additional time period the timeframe in the written improvement plan or its modification as a result of the re-evaluation.

6.4.9 If the re-evaluation results in an overall rating of “Unsatisfactory,” such evaluation may result in appropriate administrative action. The written evaluation, attachments, and immediate supervisor’s recommendation shall be forwarded to the Office of Human Resources. The Director of Human Resources shall, in consultation with the appropriate vice president, review and recommend the appropriate action.

6.4.10 The District evaluation form shall be used in all cases both for the supervisor’s evaluation of the employee and the classified employee’s self-evaluation. Employees with an original hire date ending in an odd-numbered year (1, 3, 5, 7, 9) will be evaluated during the anniversary month of odd-numbered years. Employees with an original hire date ending in an even-numbered year (0, 2, 4, 6, 8) will be evaluated during the anniversary month of even-numbered years.

6.5 EVALUATION CONFERENCE AND REPORT: After completion of the immediate supervisor’s review of the staff member’s self-evaluation and completion of the appropriate form(s), the immediate supervisor will meet as soon as possible with the staff member to discuss the evaluation results. Staff member’s strengths and weaknesses will be discussed candidly with the staff member and will include, as appropriate, any proposed recommendations for improvement and suggestions for professional development.

The summary evaluation report, as completed by the immediate supervisor, shall take into account the results of each of the evaluation components in order to arrive at an overall rating. If the overall rating is “Satisfactory,” no other statement is necessary. If the overall rating is “Needs Improvement” or “Unsatisfactory,” the immediate supervisor, shall in consultation with the employee, develop a written improvement plan. The plan shall include (a) specific areas of needed improvement, (b) means of improvement, (c) resources available to the staff member, and (d) a timeframe within which the improvement is to be accomplished. When the staff member achieves a satisfactory level of performance during the timeframe specified in the improvement plan, he/she will return to the staff member’s evaluation cycle.

The staff member shall have the opportunity to comment on the results of the summary evaluation report and to have any written comments attached to the written evaluation report. The staff member shall sign the evaluation report acknowledging receipt of the evaluation but not necessarily indicating agreement with the content/comments. The evaluation report shall be submitted to the Office of Human Resources according to the established timelines.

6.6 COMPONENTS: The comprehensive evaluation for all bargaining unit members may be comprised of two distinct components: a self-evaluation and the immediate supervisor’s evaluation.

6.6.1 Self-Evaluation

As part of the evaluation process, each staff member may provide a self-evaluation that assesses his/her own performance in accordance with the appropriate form designated for this purpose. The self-evaluation shall be shared with his/her immediate supervisor and will become part of the evaluation report.
6.6.2 Supervisor’s Evaluation

The immediate supervisor shall prepare an evaluation of the employee’s job performance and work habits. The immediate supervisor shall identify the positive attributes displayed by the employee. “Needs Improvement” or “Unsatisfactory” ratings shall include specific recommendations for improvement. Timelines for progress review shall be established.

6.7 EVALUATION PROCEDURE REVIEW.

The Labor/Management Team will continue to assess the effectiveness of the evaluation process and related forms. Any recommendations for changes are subject to approval by the District and Association prior to their implementation.
ORGANIZATIONAL RIGHTS
Article VII

7.1 CSEA RIGHTS. CSEA shall have the following rights in addition to the rights contained in any other portion of the Agreement.

7.1.1 The right of access during lunch and official breaks, before and after work hours, to areas in which employees work.

7.1.2 The right to use without charge, institutional bulletin boards, computer system, mailboxes, and the school mail system for transmission of information or notices concerning CSEA matters.

7.1.3 The right to use, without charge, institutional facilities and all buildings by following the facilities request procedures.

7.1.4 The right to receive an up-to-date seniority roster of all bargaining unit employees no later than February 1 of each year. The seniority roster shall indicate the employee’s past and present classification and a listing of individuals placed on the thirty-nine (39) month re-employment list. This seniority roster will be provided by the human resources department.

7.1.5 The CSEA president shall receive a copy of any budget or financial material submitted at public board meetings to the Governing Board.

7.1.6 The CSEA president shall receive, prior to scheduled board meetings, a copy of the complete board agenda for that meeting and all attachments.

7.1.7 The CSEA president shall receive a copy of the board-approved academic calendar upon publication.

7.2 DISTRIBUTION OF CONTRACT. Within thirty (30) days after the execution of this contract, the District and CSEA shall print or duplicate sufficient copies of this contract at equal expense. CSEA shall distribute a contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy of this Agreement by the District.
DEFINITIONS
Article VIII

• ADVISORY ARBITRATION: When an arbitrator makes a recommendation to the District concerning issues in dispute.
• ANNIVERSARY DATE: The first day in paid status as a bargaining unit member.
• APPEAL: The process to review decisions.
• ARBITRATOR: In the grievance process, an impartial person chosen by both parties to solve a dispute.
• BARGAINING UNIT EMPLOYEE: All probationary and regular classified employees who are not confidential or management.
• BARGAINING UNIT SENIORITY: Bargaining unit seniority is established by hours in regular paid status in a class or classes included in the bargaining unit and shall not include overtime.
• CLASS: Any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
• CLASSIFICATION: The act of placing a position in a class and shall be interpreted to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed by the employees in each such position, and the regular monthly salary range for each such position.
• DISCIPLINARY ACTION: Includes any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence including dismissal, suspension, or demotion without his/her voluntary consent, except a layoff for lack of work or lack of funds. (California Education Code, Section 88001).
• FISCAL YEAR: July 1 through June 30.
• GRIEVANCE: An allegation by an employee or the Association (CSEA) that a specific article or section of this Agreement has been violated.
• GRIEVANT: An employee or the Association (CSEA) filing the grievance.
• HEALTH AND WELFARE BENEFITS: Those which are included in Government Code, Section 53200 and the California Education Code, Sections 88035 and 88036.
• IMMEDIATE SUPERVISOR: Any person appointed to a position that includes first-level supervisory responsibilities.
• INCONSISTENT DUTIES: Duties that are not fixed, prescribed, and/or reasonably related to the position description.
• INCUMBENT: An employee assigned to a position and who is currently in paid work status or on official leave or disability.
• INDUSTRIAL ACCIDENT OR INDUSTRIAL ILLNESS: An injury or illness resulting solely from employment with the District.
• LENGTH OF SERVICE: All hours in paid status.
• MINIMUM QUALIFICATIONS: Qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.
• NEEDS IMPROVEMENT: This rating indicates that the performance of the evaluatee is deficient and needs definite strengthening. This rating shall designate specific areas to be improved and delineate how improvement may be accomplished. Should sufficient improvement not be shown during subsequent regular evaluations, the evaluatee’s rating will be considered unsatisfactory.
• PART-TIME EMPLOYEE: A regular classified employee contracted to work less than .50 FTE.
• PERMANENT EMPLOYEE: A regular classified employee who has successfully completed an initial probationary period (California Education Code, Section 88001).
• PROBATIONARY EMPLOYEE: An employee who may become permanent upon satisfactory completion of the prescribed probationary period.
• PROBATIONARY PERIOD: Except for leaves of absence from work, and as otherwise may be provided by law, the standard probationary period for bargaining unit employees is exactly twelve (12) months commencing with the first day of employment in paid status. A permanent employee promoted or appointed to another classification shall serve a six (6) month probationary period.
• PROFESSIONAL EXPERT: As defined by California Education Code Section 88003.
• RECLASSIFICATION: The gradual increase of additional and higher level duties and responsibilities to a position resulting in a salary upgrade.
• REGULAR EMPLOYEE: A classified employee who has probationary or permanent status.
• **ROTATING SHIFT:** Rotation of eight (8) hour shifts within a twenty-four (24) hour period.
• **SAFETY CONDITIONS OF EMPLOYMENT:** Any work-related condition affecting the health and safety of the employees.
• **SALARY RATE:** A specific amount of money paid for a specific period of service.
• **SALARY SCHEDULE:** Currently a series of salary steps and ranges comprising the rates of pay for all classes.
• **SALARY STEP:** One of the salary levels within the range or rates for a class.
• **SATISFACTORY:** This rating indicates that the performance of the evaluatee is average to excellent.
• **SHIFT DIFFERENTIAL:** An adjustment to the bargaining unit member’s salary based on work shift assignment.
• **SHORT-TERM EMPLOYEE:** As defined by the California Education Code, Section 88003.
• **SPECIAL EVALUATION:** An evaluation of an employee’s exemplary or unsatisfactory performance by his/her immediate supervisor at times other than designated in the contract.
• **SPLIT SHIFT:** A shift or work period divided into two parts by an interval longer than that of the usual lunch (rest) period.
• **SUBSTITUTE:** One who fills a vacancy for a permanent employee for a designated length of time (see the California Education Code, Section 88003).
• **UNIFORMS:** Specific clothing or safety attire required by the District.
• **UNSATISFACTORY:** This rating indicates that the performance of the evaluatee is below minimum standards.
• **VACANCY:** Any governing board approved classified bargaining unit position that is not currently filled.
• **WORKING HOURS:** All hours in paid status.
• **WORKDAY:** The regular number of hours assigned by the District to a bargaining unit member.
• **WORK SHIFT:** Hours worked within a twenty-four (24) hour period.
HOURS AND OVERTIME
Article IX

9.1 WORK SCHEDULES. The District retains the right to schedule and to establish fixed starting and ending times of bargaining unit employees based on the needs of the District. Except in the case of a bona fide emergency, the employee and the Association will be given a minimum of ten (10) working days’ written notice using the Work Schedule Change Notification form (see Appendix G for form) prior to any change in the employee’s work schedule. An employee may request to extend the implementation date of the schedule change, which may be granted at the discretion of the superintendent/president or designee. This Article shall not prohibit the provision of an alternative work schedule, initiated by the employee, reviewed by CSEA, and approved by the immediate supervisor using the Alternative Work Schedule Request form, for example, a 9/80 work schedule (see Appendix F for form).

9.2 WORKWEEK. For full-time (1.0 FTE) employees, the hours of work shall be five (5), eight (8) hour days, and/or four (4), ten (10) hour days totaling forty (40) hours per week, as determined by the District. The days and hours of work shall be consecutive, except for such rest period(s) as may be provided in accordance with the practice established by the District, or in the event of an assigned split shift as provided for in section 9.9.3.

For part-time (less than 1.0 FTE) employees, the total hours of work per week will equate to the FTE as assigned by the District. The days of work will include at least one two-day break per week. The scheduled daily hours shall be consecutive, except for such rest periods as may be provided in accordance with the practice established by the District, or in the event of an assigned split shift as provided for in section 9.9.3.

9.2.1 This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is directed by the District.

9.3 WORKDAY. Each bargaining unit employee shall be assigned a fixed number of hours each day. Each bargaining unit employee working in excess of six hours in a workday shall be provided an uninterrupted sixty-minute (60) lunch break, precluding bona fide emergencies, with the exception of campus police officers.

9.3.1 A unit member may request that his/her lunch hour be reduced to a minimum of thirty (30) uninterrupted minutes subject to the approval of the immediate supervisor.

9.4 REST PERIODS. All employees in the bargaining unit shall be entitled to one (1), fifteen (15) minute rest period for each four (4) hours worked during the employee’s workday. Employees who work less than six (6) hours per day shall be entitled to only one (1), fifteen (15) minute rest period. Rest period times shall be established by the supervisor in consultation with the employee.

9.5 REST FACILITIES. The District shall make available adequate lunchroom and lavatory facilities for employee use.

9.6 OVERTIME. All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee if the work is authorized by the immediate supervisor. Overtime is defined to include any time greater than or equal to fifteen (15) minutes worked in excess of the regular work day and in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. The District retains the right to assign overtime as needed in accordance with the overtime, equitable distribution guidelines set forth below.

9.6.1 All hours worked beyond the workweek of five (5) consecutive days and/or forty (40) hours shall be compensated at the overtime rate commencing on the completion of the regular forty (40) hours per workweek.
9.7 **OVERTIME - EQUITABLE DISTRIBUTION.**

9.7.1 Overtime will be distributed and rotated on a seniority basis, wherever practical. Effective July 1 of each year all overtime lists will begin with zero overtime hours accrued.

9.7.2 The immediate supervisor will maintain an overtime list of employees’ hours. He/she will keep it current and post a copy for all concerned to review. Each subsequent time the opportunity for overtime occurs, the option for working goes to the employee with the lowest accumulated hours if he/she is equally qualified. If an employee IS NOTIFIED AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE and declines to exercise his/her option for overtime, the number of hours worked will be added to the overtime list of both the employee who worked and the employee who declined.

9.8 **COMPENSATORY TIME OFF.**

9.8.1 Upon mutual agreement with the supervisor, an employee in the bargaining unit may take compensatory time off in lieu of cash compensation for overtime work. Such understandings shall be put in writing prior to the overtime assignment. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 9.6 of this Article.

9.8.2 Compensatory time shall be taken at a time mutually acceptable to the employee and the District in accordance with applicable provisions of the California Education Code and the Fair Labor Standards Act.

9.9 **SHIFT DIFFERENTIAL – COMPENSATION.**

9.9.1 Contract bargaining unit employees who have their scheduled hours beyond 6 p.m., three-of-the-five normal workdays per week, shall receive an additional payment factor in accordance with the following compensation schedule:

<table>
<thead>
<tr>
<th>Time</th>
<th>Payment Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Past 6:00 p.m.</td>
<td>$45.00/per month*</td>
</tr>
<tr>
<td>Past 7:00 p.m.</td>
<td>$65.00/per month*</td>
</tr>
<tr>
<td>Past 9:00 p.m.</td>
<td>$95.00/per month*</td>
</tr>
</tbody>
</table>

An employee-initiated alternative work schedule will not result in additional compensation.

*For employees working less than full-time the amount of differential compensation shall be prorated based on the individual employee’s FTE (For Example: A .475 employee working past 6pm would earn $21.38/per month : $45 * .475 = $21.38).

9.9.2 Any employee in the bargaining unit who has his/her regularly assigned work shift occurring past midnight, irrespective of assigned lunch periods, shall be paid a six percent (6%) differential for those hours worked past midnight. An employee-initiated alternative work schedule will not result in additional compensation.

9.9.3 Any employee in the bargaining unit who has a split shift shall be paid a seven percent (7%) differential.

9.9.4 Campus police officers working a rotating shift shall receive a monthly five percent (5%) shift differential.

9.9.5 Any employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when temporarily assigned to another shift of less than twenty (20) working days.

9.9.6 Any employee in the bargaining unit who is temporarily assigned a work shift for five (5) days or more consecutively that would qualify him/her to receive a shift differential greater than that amount the employee is currently receiving, shall receive the greater amount.
9.10  **MINIMUM CALL-IN/SCHEDULED TIME.** Any employee called in, or scheduled to work, on a day when the employee is not scheduled to work shall receive a minimum of four (4) hours pay at straight time or time and one-half for hours actually worked, whichever is greater, at the appropriate rate of pay under this Agreement.

9.11  **CALL-BACK TIME.** Any employee called back to work on the same day after completion of his/her regular assignment shall be compensated for at least four (4) hours of work at the overtime rate, irrespective of the actual time required to be worked.

9.12  **RELEASE TIME FOR CHAPTER FUNCTIONS.**

- **President**: 5 hours per week
- **Officers**: 2 ½ hours per week
- **Members**: 1 hour per month to attend the Chapter meeting
- **Delegates**: 3 to attend the annual CSEA state conference

Members attending the monthly Chapter meeting shall notify immediate supervisor at least one (1) week in advance.

Extensions may be granted by the senior administrator of human resources or designee.
10.1 REGULAR RATE OF PAY.

10.1.1 Effective July 1, 2011, the salary schedule shall be as reflected in Appendix C.

10.1.2 The District and the Association agree to reopen negotiations on the Salary Schedule for 2012/13 no later than 60 days prior to July 1, 2012.

10.1.3 The District and the Association agree to reopen negotiations on the Salary Schedule for 2013/14 no later than 60 days prior to July 1, 2013.

10.2 STEP INCREASE. Except in 2011/12, the initial step increase will occur upon successful completion of the bargaining unit employee’s probationary period. Except in 2011/12, subsequent step increases will occur on July 1 following the initial step increase.

10.3 LONGEVITY. The District agrees to compensate long-service employees at the following rate: After eight (8) years and each additional four (4) years of satisfactory service, the longevity allowance shall be $96.

10.3.1 Longevity increments are paid to employees in the bargaining unit for years served in the Chaffey Community College District in recognition of accrued continuous time without a break in service and continued satisfactory performance.

10.3.2 The anniversary increments are effective July 1, October 1, January 1, and April 1 for employees whose anniversary date falls within that quarter.

10.3.3 An employee in the bargaining unit who has served for at least two (2) years and leaves the employ of the District, for whatever reason, and is re-employed within a period of no longer than thirty-nine (39) months from the last date of employment will not have such severance considered a break in service. The severed time will not be considered as time in service for seniority or longevity purposes.

10.4 INSTRUCTIONAL ASSISTANT RANGE ADJUSTMENT. The District and the Association agree to the following:

10.4.1 Effective July 1, 2012

- the Instructional Assistant I shall move from Range 3 to Range 4
- the Instructional Assistant II shall move from Range 7 to Range 8
- the Instructional Assistant III shall move from Range 11 to Range 12
- the Instructional Assistant IV shall move from Range 13 to Range 14

10.4.2 Effective July 1, 2013

- the Instructional Assistant I shall move from Range 4 to Range 5
- the Instructional Assistant II shall move from Range 8 to Range 9
- the Instructional Assistant III shall move from Range 12 to Range 13
- the Instructional Assistant IV shall move from Range 14 to Range 15
EMPLOYEE EXPENSES AND MATERIALS
Article XI

11.1 CLOTHING. If the District deems it necessary that an employee wear a uniform or required articles of clothing, the District shall pay the cost of the purchase or rental and cleaning. Employees shall compensate the District for loss or damage to the required articles of clothing caused by employees’ willful destruction, abuse, or negligence.

11.1.1 Safety Shoes – Certain positions designated by the District require the wearing of safety boots/shoes. Employees appointed to these classifications/occupations shall receive an annual safety shoe allowance of one hundred dollars ($100). Safety boots/shoes shall meet the American National Standard Institute (ANSI) approval. They must be steel-toed, chemical-resistant safety boots/shoes and shall be worn during working hours.

Such safety boot/shoe allowance shall be paid during the July pay period for employees in paid status appointed to the designated classifications.

Employees in these classifications that report to work without their safety boots/shoes will prompt the District to take appropriate action and they shall be required to wear temporary, steel-toed boot/shoe covers.

11.1.2 Police Officer Ballistic Vests – The District will maintain and/or replace ballistic vests according to the manufacturer’s recommended guidelines.

11.2 REPLACING OR REPAIRING EMPLOYEE’S PROPERTY. The District shall fully compensate all bargaining unit employees for documented loss or damage to personal property required to be used on the job during the performance of official duties.

11.3 INDEMNIFICATION CLAUSE. Whenever any civil or criminal action is brought against an employee for an action or omission arising out of, or in the course of, the authorized duties of that employee, the District shall guarantee such rights of indemnification as are contained in Government Code, Sections 810 and following.

11.4 PARKING. The District will provide vehicle parking to the bargaining unit employees at no cost to the employee.
HEALTH AND WELFARE BENEFITS
Article XII

12.1 EMPLOYEE AND DEPENDENT INSURANCE COVERAGE. The District agrees to provide employees and their dependents the following plans of insurance:

12.1.1 Medical Coverage. The District shall pay up to the annual premium cost of the District’s present Kaiser health plan for the duration of this Agreement. Employees shall have the right to choose one of the plans offered by the District. Any premium costs during the life of this Agreement which exceeds the annual premium cost of the Kaiser health plan shall be borne by the employee.

12.2 EMPLOYEE INSURANCE COVERAGE. The District agrees to pay the full cost for all employees in the bargaining unit for comprehensive programs of insurance as stated in this section (includes dependent coverage on dental and vision).

12.2.1 Life Insurance Coverage
12.2.2 Dental Coverage
12.2.3 Vision Care Coverage
12.2.4 Disability Insurance Coverage

NOTE: Any change in health and welfare carriers shall be effective July 1.

12.3 ELIGIBILITY. All employees in the bargaining unit who work at least fifty percent (50%) of full time shall be covered under the program provided in Sections 12.1 and 12.2 of this Article in accordance with those sections. Employees working less than fifty percent (50%) will be provided benefits in accordance with the California Education Code, Sections 88035 and 88036. Employees shall be enrolled in insurance programs on the first day of the month following the date of employment.

12.4 DISABILITY COVERAGE. The District agrees to continue payments for all benefit programs provided in Sections 12.1 and 12.2 of this Article during the absence of any employee in the bargaining unit who is on paid sick or disability leave for the extent of sick leave. Additional coverages and benefits under the California Family Rights Act and the Family Medical Leave Act are available to all bargaining unit employees (please see Article XV, Leaves).

12.5 SECTION 125 (MODIFIED). Effective January 1, 2005, the plan allows bargaining unit members to redirect a portion of salary, on a pre-tax basis, to a flexible spending account to provide reimbursement for two specific types of expenses: Dependent Care (DDC) and Unreimbursed Medical (URM). In addition, bargaining unit members may elect to redirect, on a pre-tax basis, a share of the monthly premium for health insurance.

12.6 RETIREMENT COVERAGE. The District agrees to maintain contributions for programs provided in Sections 12.1, 12.2.2, and 12.2.3 of this Article on the same basis as provided active employees in the bargaining unit for those persons who retire according to the following:

12.6.1 Employees between the ages of 50 and 54 after twenty (20) years of service to the District, or from the ages of 55 through 61 after fifteen (15) years of service to the District, or from ages 62 to 65 after ten (10) years of service to the District may retire, with the District providing the health and welfare benefits for employees to age 65, and eligible dependent(s) which they would have had if employed with the District.

12.6.2 Employees who retire are eligible at age 65 or over to participate in a District medical plan. The employee must have been a participating member of the plan prior to termination of district-paid benefits.
12.6.3 In the event that classified bargaining unit employees who retire under this program, or any other early retirement program, become ineligible to participate in the district-adopted health and welfare programs for any reason other than residency, the district shall have no further obligations under this early retirement program, and all benefits shall terminate immediately. If the reason for ineligibility is the residency of the participant, the district shall continue to contribute the same dollar amount as set forth in 12.6 above on behalf of the retiree, provided the conditions below are satisfied.

1. It shall be the responsibility of the bargaining unit employee to:
   a. Secure and enroll in a plan that provides for appropriate coverage for the retiree and any eligible dependents
   b. Pay the premiums for the plans elected directly to the insurer
   c. Provide the district with timely proof of payment at such time and in such a manner as required by the district

2. In the event the early retiree satisfies all of the conditions set forth in 1. a, b, and c above, the District shall reimburse the retiree for payments made to the insurer in an amount not to exceed the contribution set forth in 12.1, 12.2.2, and 12.2.3 above upon receipt of satisfactory information that the premium has been paid by the early retiree to the insurer or the early retiree enrolls in a District plan that provides out-of-area coverage.

12.7 HEALTH CARE COMMITTEE. The District agrees to establish a health care committee to examine alternatives to the District’s current health care plans. The committee shall be comprised of nine (9) persons consisting of two (2) persons selected by CCFA, if they so choose, two (2) persons selected by CSEA, one (1) person selected by CDCFA, two (2) persons selected by confidential employees, and two (2) persons selected by district administration.

12.7.1 The committee agrees to meet as needed to evaluate and recommend benefit programs. In addition the committee will provide information to appropriate constituent groups. Upon agreement by the parties, the proposal shall be delivered to the Governing Board for action. The recommendations as presented to the board shall be accepted or rejected by the Governing Board in their entirety.

12.7.2 The District agrees to take responsibility for the following procedural matters:

1. Schedule committee meetings
2. Arrange meeting locations
3. Facilitate committee process
4. If mutually agreed to by all parties, the committee’s recommendations will be forwarded to the Governing Board.

NOTE: Until agreement is reached and new health care plans are approved by the Board, the provisions of Sections 12.1 and 12.2 shall remain in effect.
**HOLIDAYS**

**Article XIII**

13.1 **SCHEDULED HOLIDAYS.** The District agrees to provide all employees in the bargaining unit with the following paid holidays:

- **Independence Day**  July 4
- **Labor Day**  First Monday in September
- **Admissions Day**  A regular workday with compensatory day taken as one of the five holiday days between Christmas and New Year’s Day
- **Veteran’s Day**  November 11 (or designated day)
- **Thanksgiving Day**  The Friday after Thanksgiving Day
- **Christmas Day**  December 25
- **Christmas Vacation**  Five working days for the observance of Christmas and New Year’s Day
- **New Year’s Day**  January 1
- **Martin Luther King**  Third Monday in January
- **Lincoln’s Birthday**  February 12 (or designated day)
- **President’s Day**  Third Monday in February
- **Memorial Day**  Last Monday in May
- **Floating Holiday**  To be taken at the discretion of the employee with a five-day written notice given to the employee’s supervisor. This holiday must be used during a fiscal year and may not be accumulated. Floating holidays may not be taken during the initial probationary period.

When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

In addition, every day appointed by the President of the United States or the Governor of this state, as provided for in subdivision (b) and (c) of 79020 for a public fast, thanksgiving, or holiday, or any day declared a holiday under Section 1318 or 79022 for classified or academic employees (California Education Code, Section 88203).

*NOTE:* CSEA agrees to notify the senior administrator of human resources or designee within forty-five (45) days after publication of the academic calendar, which days the CSEA will designate as the holidays.

13.2 **SUBSTITUTE HOLIDAY.** Employees in paid status who are not scheduled to work on a holiday shall be given holiday credit which must be taken at a time mutually agreed upon by the supervisor and employee.

13.3 **HOLIDAY ELIGIBILITY.** Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

13.4 **HOLIDAY CREDIT.** Part-time employees will receive credit at a rate of 4.75 hours per holiday, not to exceed the contracted hours per week. Full-time employees will receive credit at a rate of 8 hours per holiday, not to exceed the contracted hours per week.

13.5 **HOLIDAY WORK COMPENSATION.** Employees who are required to work on a holiday shall be paid for such work in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.

13.5.1 When an employee’s work schedule spans over a two-day period, the workday with the majority of hours falling on an observed holiday will be the one observed as the holiday. Employees who are required to work on their observed holiday shall be paid for such work in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.
14.1 **ELIGIBILITY.** All probationary and permanent employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis: July 1–June 30.

14.2 **PAID VACATION.** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.

14.3 **ACCUMULATION.** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule.

14.3.1 From the first month through the twenty-fourth month (first and second year) of service, vacation shall be earned and accumulated at the rate of eight (8) hours for each month of service, not to exceed fourteen point four (14.4) hours per month for each fiscal year.

14.3.2 All full-time, ten- (10), eleven- (11) and twelve- (12) month bargaining unit members will accrue the vacation hours listed below commencing with the third year of service. The monthly accrual rate is as follows:

- 3 years: 8.8 hours
- 4 years: 9.6 hours
- 5 years: 10.4 hours
- 6 years: 11.20 hours
- 7 years: 12 hours
- 8 years: 12.8 hours
- 9 years: 13.60 hours
- 10 years: 14.40 hours

14.3.3 All part-time (less than 1.0 FTE) bargaining unit members will accrue their vacation hours on a prorated basis.

14.3.4 For the purposes of computing earned vacation time, a period of six (6) months or more will be considered as a whole year.

14.3.5 For service of less than six months duration, vacation is prorated.

14.4 **VACATION PAY.** Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

14.5 **VACATION PAY UPON TERMINATION.** When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

14.6 **VACATION POSTPONEMENT.**

14.6.1 If a bargaining unit employee’s vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may request to have his/her vacation rescheduled in accordance with the vacation schedule available at that time or may request to carry over his/her vacation to the following year.
14.6.2 It is the intent of the District that vacation be taken annually; however, vacation hours may be accumulated to a total not to exceed one-hundred seventy-six (176) hours. Upon written approval of the superintendent/president, vacation hours may be accumulated to a total not exceeding that which the unit member could earn in two (2) years. Those employees who have accumulated the maximum vacation hours will no longer accrue any additional vacation hours until their vacation leave balance has been reduced below the maximum.

14.7 HOLIDAYS. When a holiday falls during the scheduled vacation of any bargaining unit employee, such holiday will not count as a day of vacation.

14.8 VACATION SCHEDULING.

14.8.1 Employees shall provide at least notice of twenty (20) working days for vacations of five (5) working days or greater. The immediate supervisor or designee shall approve or deny within five (5) working days of the written request. Under special circumstances, at the sole discretion of the supervisor, the above referenced twenty (20) day notice may be waived.

14.8.2 Vacations shall be scheduled at times approved by the immediate supervisor. Supervisors will give every consideration to a bargaining unit member’s request, including alternatives for operational coverage, when reviewing a vacation request.

NOTE: Nothing shall preclude a bargaining unit member from requesting vacation at anytime.

14.8.3 When employees who are working on the same or similar operations request vacation at the same time and for the same vacation period, the employee with the greatest length of service within the department shall be given his/her preference. However, once a vacation request has been approved, this provision no longer applies.

14.8.4 An approved vacation request may be retracted, postponed, or interrupted by the district when an employee’s presence at the work site is required. When any such occurrence arises, the employee shall be reimbursed for any reasonable monies expended to make or change travel arrangements, or monies lost due to pre-paid, non-refundable items. The employee shall submit the appropriate reimbursement form along with supporting documentation and the supervisor’s signature to the Accounting Services office.

14.9 INTERRUPTION OF VACATION. An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin sick leave, provided the employee supplies notice and the explicit written statement of verification from a licensed physician.
15.1 **BEREAVEMENT LEAVE.** Employees shall be granted a leave with full pay in the event of the death of any member of the employee’s immediate family on or about the time of the death for purposes related to the death. Reasonable notice to the supervisor is required. The leave shall be for a period of three (3) days or five (5) days for travel in excess of 250 miles one way from the District. The term “immediate family” includes the following persons:

- spouse/significant other/domestic partner
- parent (including biological, foster, step-parent, or legal guardian) of the employee or of the spouse/significant other/domestic partner
- child (including biological, foster, adopted, step, legal ward, in-law, or a child of a person standing in loco parentis) of the employee or of the spouse/significant other/domestic partner
- grandparent of the employee or of the spouse/significant other/domestic partner
- grandchild of the employee or of the spouse/significant other/domestic partner
- sister of the employee or of the spouse/significant other/domestic partner
- brother of the employee or of the spouse/significant other/domestic partner
- aunt of the employee or of the spouse/significant other/domestic partner
- nephew or niece of the employee or of the spouse/significant other/domestic partner
- uncle of the employee or of the spouse/significant other/domestic partner
- cousin of the employee or of the spouse/significant other/domestic partner
- any relative living in the immediate household of the employee

Requests for bereavement leave extensions or for persons other than immediate family may be granted at the discretion of the superintendent/president or designee.

15.2 **JURY DUTY.** An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty upon reasonable prior notice to the immediate supervisor. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee’s regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. This shall remain the sole amount due to the employee. Verification from the bargaining unit member of actual time served on jury duty shall be submitted to the Office of Human Resources upon completion of service.

15.2.1 Bargaining unit members, including those on swing shift, who are on jury duty and have served at least six (6) hours and past 2:00 p.m. shall not be required to report to their regular shift that day. The unit member shall be responsible for notifying their supervisor if he/she will be absent.

15.3 **MILITARY LEAVE.** An employee shall be entitled to military leave as provided by federal and state laws.

15.4 **SICK LEAVE.**

15.4.1 **Leave of Absence for Illness or Injury.** A regular, full-time, twelve- (12) month employee shall be granted twelve (12) days leave of absence per year with full pay for illness or injury exclusive of all days he/she is not required to render service to the District.

15.4.2 The twelve (12) days leave of absence for illness or injury shall be prorated for a regular, full-time employee who is employed for fewer than twelve (12) months. This provision also applies to a part-time employee who is employed less than 1.0 FTE.

15.4.3 Leave of absence pay for illness or injury shall be the same as the regular rate of pay which would have been received had the employee worked the normal workday.

15.4.4 Pay will be granted for sick leave upon notification to the immediate supervisor through district voice mail or to an alternate number established by the supervisor of the employee or to human resources one hour prior to the beginning of the shift each working day, unless valid reasons preclude notification.
15.4.4.1 In the case of campus police officers, the employees shall be required to call in two (2) hours prior to the beginning of the shift unless valid reasons preclude notification.

15.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each permanent employee.

15.4.5.1 Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year up to the amount which would be accrued by June 30 of that fiscal year.

15.4.5.2 Probationary employees accrue sick leave at one (1) day per month.

15.4.5.3 If an employee does not take the full amount of leave allowed any year under this section, the amount not taken will be accumulated from year-to-year.

15.4.6 Maternity Leave. All maternity leaves will be handled in the same manner as leaves of absence for illness or injury according to established district policies, which will comply, at a minimum, with federal and state mandates.

15.4.7 Medical Leaves of Absence. Medical leaves of absence will be administered in accordance with established district policies, which will comply, at a minimum, with federal and state mandates.

15.4.8 If there is reason to believe that there has been a misuse of sick leave, the immediate supervisor may take the appropriate action.

15.4.9 Catastrophic Leave Donation Program. Any employee who suffers from a catastrophic illness or injury or who must be absent to care for a member of the employee’s immediate family who suffers from a catastrophic illness may participate in a catastrophic leave donation program, provided:

15.4.9.1 The employee requests in writing to participate.

15.4.9.2 The employee provides written verification of the catastrophic illness or injury or of the catastrophic illness or injury of the immediate family member and of the need for the employee to provide care for the immediate family member.

15.4.9.3 The employee exhausts all accrued paid leave credits.

15.4.9.4 The District determines that the employee is unable to work due to the employee’s or the immediate family member’s catastrophic illness or injury, and in the case of the immediate family member, the employee’s need to care for the family member.

15.4.9.5 Employees desiring to donate sick/vacation leave credits authorize the donation in writing for a minimum of eight (8) hours and acknowledge in writing that the donation cannot be revoked.

15.4.9.6 A catastrophic illness or injury is one which is expected to incapacitate the employee or the immediate family member for at least three (3) months, or which is diagnosed as a terminal illness or injury.

15.4.9.7 Upon return to work, the employee may continue to use donated leave credits for the purpose of related, follow-up medical care consistent with section 15.4.9.3. The maximum amount of time for which donated leave credits may be used, but not to exceed use for a maximum period of twelve (12) consecutive months (California Education Code, Section 87045).
15.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE. In addition to any other benefits that an employee may be entitled to under the Worker’s Compensation laws of this state, employees shall be entitled to the following benefits:

15.5.1 An employee of the District suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to seventy-five (75) working days in any fiscal year for the same accident or illness.

15.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker’s Compensation laws of this state, exceed the normal wage for the day.

15.5.3 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, an employee is still receiving temporary disability payments under the Worker’s Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use that amount of his/her accumulated and available normal sick leave and vacation leave which, when added to the Worker’s Compensation award, provides for a day’s pay at the regular rate of pay.

15.5.4 Any time an employee on Industrial Accident or Illness Leave is able to return to an unrestricted work schedule, as verified by a licensed physician, he/she shall be reinstated in at least an equivalent position without loss of pay or benefits.

15.6 BREAK IN SERVICE. No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

15.7 PERSONAL NECESSITY LEAVE. Up to seven (7) days of sick leave in any school year may be used by the employee, at his/her election, in cases of personal necessity on the following basis (California Education Code, Section 88207):

15.7.1 The death of a member of the employee’s immediate family when additional leave is required beyond that provided in Section 15.1 of this Article.

15.7.2 As a result of an accident or illness involving an employee’s person or property or the person or property of his/her immediate family.

15.7.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena, except as a litigant or party against the District.

15.7.4 Each employee shall be entitled to use annually up to two (2) of the seven (7) days of sick leave, as indicated in Section 15.7 for the purpose of conducting personal business with the prior written approval of the supervisor.

15.7.5 An employee may use personal necessity (sick leave) to attend to an illness of a child, parent, spouse, or domestic partner. Requests for extensions may be granted at the discretion of the superintendent/president or designee. Such absences shall not result in any retaliatory action.

15.8 PARENTAL LEAVE. An employee shall be entitled to three days (3) days of unpaid leave to care for his/her child after the birth or adoption of the child with prior notification of the immediate supervisor.

15.8.1 A paternity leave may be granted not to exceed one (1) day to take care of emergencies which might arise due to the birth or adoption of a child without loss of pay.
15.9 **FAMILY CARE LEAVE.** It is the intent of this section to be consistent with the California Family Rights Act (Government Code 12945 et. seq.) and the Family Medical Leave Act of 1993 (Adoption and parental leave fall under these acts).

15.10 **FAMILY-SCHOOL PARTNERSHIP LEAVE.** It is the intent of this section to be consistent with the Family-School Partnership Act (Labor Code Section 230.8).

15.11 **GENERAL LEAVE.** At the discretion of the Governing Board, a classified employee may be granted a leave of absence of up to one (1) year without pay for unspecified reasons. Such leave shall not constitute a break in service; however, district-paid benefits shall not be paid during the leave.

15.12 **LEAVES OF ABSENCE FOR JUDICIAL AND OFFICIAL APPEARANCES.** At the discretion of the Governing Board, a classified employee may be granted a leave of absence with pay when subpoenaed by federal, state, or municipal government to appear as a witness other than as a litigant or for reasons not brought about through the connivance or misconduct of the employee.

15.12.1 The pay will be the difference, if any, between the amount received for the subpoenaed appearance and the employee’s regular rate of pay.

15.13 **RETRAINING LEAVE.**

15.13.1 The Governing Board, at its sole discretion, and upon recommendation of the management staff, may grant to a member of the bargaining unit, a retraining leave after three (3) years of continuous full-time service. Such leaves are up to three (3) months in duration. They may be broken into separate periods to be taken within three (3) years. They may be paid or unpaid at the discretion of the Governing Board. If paid, they will be at the employee’s regular rate of pay. The period for qualifying for another leave will commence at the termination of the leave.

15.13.2 The employee must provide the Board with a detailed study or retraining plan and evidence upon return to active status of fulfillment of the plan. Failure to fulfill the plan may lead to disciplinary action. The employee must also continue with the District at least two (2) years after return to service or return the payment, if any.

15.13.3 Any assignment granted under this policy shall not be deemed a break in service for any purpose, except that such assignment shall not be included as service in computing service for the granting of any subsequent leave under this type of assignment, nor shall employees earn vacation pay, sick leave, or holiday pay provided under this Agreement.
16.1 DEFINITION OF PROFESSIONAL GROWTH. Professional growth is a cooperative effort between employees and the District to improve performance, to ensure recency in the field, and to improve institutional effectiveness. The District encourages and recognizes the value of a workforce committed to life-long learning. The District is committed to the professional growth of all employees including staff development training, in-service training, and workshops on areas such as safety procedures, sexual harassment/non-discrimination, technical proficiency/currency, customer services, program-specific guidelines/procedures, and other programs that provide for overall institutional effectiveness.

Further, the district recognizes and commends those employees for their special effort and initiative to pursue their professional development at their personal expense and on their personal time.

16.2 PROFESSIONAL GROWTH INITIATIVE. The Professional Growth Initiative provides for a fifty-dollar ($50) monthly allowance ($600 per year) for bargaining unit members who meet the requirements identified below:

16.2.1 Approval for each course, workshop, or activity applied to the professional growth allowance shall be granted by the supervisor and the area vice president on the Professional Growth Activity Plan form (see Appendix E). Approval must be obtained prior to the beginning of each course, workshop, or activity. The decision of the vice president is final and shall not be grievable under the provisions of this Agreement.

16.2.2 Employees may earn up to a maximum of four (4) allowances ($200 per month/$2,400 per year) during their employment with the District.

16.2.3 For each allowance, the bargaining unit member must complete the equivalent of fifteen (15) pre-approved semester units of college-level coursework.

16.2.4 For participation in pre-approved professional training or activities in which units are not granted, a bargaining unit member shall be granted the equivalent of one (1) unit of coursework for each eighteen (18) hours of approved training activities.

16.2.5 Activities for which credit may be granted include, but are not limited to: college coursework leading to an initial Associate Degree, job-related coursework, workshops, conferences, seminars, and personal growth. A course may not be repeated for credit. These activities must be performed on personal time and at personal expense.

16.2.6 Credit for the professional growth allowance shall be granted only upon successful completion (a grade of “C” or better) and submission of official verification (e.g., official transcript, original certificate, etc.), to the Office of Human Resources. The professional growth allowance shall be awarded the month following submission of the coursework/training and shall continue until the employee separates from the District.

16.2.7 This initiative is not retroactive; any units earned prior to January 1, 2002, shall not be credited.

16.3 IN-SERVICE TRAINING TIME. In-service training shall take place during regular working hours at no loss of pay or benefits to employees.
17.1 **DEFINITION.** For the purpose of this Section, a “transfer” shall mean the relocation of a bargaining unit member from one department, division, or site to another within the same classification.

17.2 **VOLUNTARY TRANSFER.**

17.2.1 The District shall notify the president of CSEA in writing and should post on employee bulletin boards and off-campus facilities, notification of vacant bargaining unit positions, as they become known. Bargaining unit members desiring to transfer to such vacant positions may request a transfer, provided such request is filed within seven (7) working days after the posting of the vacancy by the administration. The transfer request shall be submitted in writing to the senior administrator of human resources or designee.

17.2.2 Prior to creation of a vacancy, a bargaining unit member may also request a transfer by filing an appropriate written request with the senior administrator of human resources or designee. All requests for transfer submitted in this manner shall be kept on file for at least one (1) year from the date of submittal.

17.2.3 In either case, if the request has been submitted within the seven (7) working days after posting, the classified employee shall be considered for the vacancy before any applicant is considered.

17.2.4 Transfers shall be considered on the basis of minimum qualifications of the position. Each person that applies and meets the minimum qualifications of the position shall be interviewed by the appropriate supervisor. The District reserves the right to approve or deny any transfer request upon consultation with the Association.

17.2.5 A bargaining unit member who has been denied a voluntary transfer may within seven (7) working days of such denial request a meeting to appeal such denial with the appropriate administrator. Such meeting shall be scheduled by the appropriate administrator within seven (7) working days. A bargaining unit member shall have the right to have a CSEA representative of his/her choice present.

17.3 **INVOLUNTARY TRANSFER.**

17.3.1 The District, after conferring with the Association, may transfer a bargaining unit member to utilize personnel for the most effective operation of the District.

17.3.2 When an involuntary transfer is needed to meet the needs of the District, the District shall first ask for volunteers. In the event that no one volunteers over a seven (7) working day period, the District shall transfer a qualified person.

17.3.3 Except in cases of emergency,* a bargaining unit member who is to be involuntarily transferred shall be given written notice of the transfer no less than ten (10) working days before the transfer is to occur.

17.3.4 Within seven (7) working days of the involuntary transfer, a bargaining unit member may request a meeting to appeal the involuntary transfer with the appropriate administrator. Such meeting shall be scheduled by the appropriate administrator within five (5) days. A bargaining unit member shall have the right to have a CSEA representative of his/her choice present.

17.3.5 Transfers shall not be punitive or disciplinary in nature.

*Emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action which affects district facilities or equipment or otherwise involves an act of God or specific governmental order requiring the District to take certain action or refrain from taking certain action.
TEMPORARY ASSIGNMENTS
Article XVIII

18.1 TEMPORARY WORK OUTSIDE CLASSIFICATION. Classified employees when required to perform duties outside of their stated classification for any period of time which exceeds five (5) days within a fifteen (15) calendar day period, shall be compensated according to the provisions outlined below.

18.1.1 TEMPORARY WORK ABOVE CLASSIFICATION. When the needs of the District dictate that an employee will be temporarily assigned a portion of the work in a higher classification, the level of compensation shall be determined ahead of time by the senior human resources administrator or designee and the CSEA president or designee with input from the supervisor and the employee, using the range of the higher classification as a guideline.

18.1.2 TEMPORARY INCONSISTENT ASSIGNED DUTIES. When the needs of the District dictate that an employee will be temporarily assigned duties inconsistent with those assigned to the classification, the level of additional compensation shall be determined by the senior human resources administrator or designee and the CSEA president or designee with input from the supervisor and the employee, according to California Education Code, Section 88010.

18.1.3 In the event the District and CSEA fail to reach agreement on compensation related to this article, the senior human resources administrator or designee shall have the right to establish compensation and CSEA has the right to appeal.

18.2 TEMPORARY REASSIGNMENT. A temporary reassignment is when an employee is selected to work out of classification from his/her current classification into a different classification whereby the employee is performing all duties in the new classification for a defined period of time. Compensation shall be at the appropriate range in the new classification at a higher step placement of not less than five (5) percent (California Education Code, Section 88010).

18.2.1 POSTING OF ASSIGNMENT. All temporary reassignments of more than twenty (20) working days shall be posted so that all employees in the bargaining unit shall have an opportunity to apply for the position. The temporary reassignments shall be advertised in-house for a minimum of seven (7) working days. The District shall make the final approval/disapproval of any reassignment request.

18.2.2 TERMINATION OF ASSIGNMENT. In the case of voluntary temporary reassignment, the supervisor and/or employee shall have the option to terminate the temporary reassignment. The request to terminate shall be submitted in writing. If the temporary reassignment is terminated, the employee shall return to his/her original assignment.

18.2.3 INVOLUNTARY REASSIGNMENT. If no CSEA member volunteers for the temporary reassignment within seven (7) working days, the District shall reassign an employee. Any CSEA member who is involuntarily reassigned and wishes to terminate the reassignment can request that the Association consult with the District to resolve the matter. In the event the conditions that caused the reassignment extend beyond twelve (12) consecutive months, the position will be advertised in-house as part of the normal selection process.

18.2.4 PERMANENCY. If a person in a temporary reassigned position becomes permanent, the time served in that position counts towards their probation.
LAYOFF AND REEMPLOYMENT
Article XIX

19.1 CONDITIONS. Classified bargaining unit employees may be subject to layoff for lack of work and/or lack of funds. A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render.

19.2 ORDER OF LAYOFF. Whenever a classified bargaining unit employee is laid off, order of layoff within the classification shall be determined by length of service. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

19.3 REEMPLOYMENT. Shall be in reverse order of layoff. Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months. Offers of reemployment for each classification shall be made only twice to laid-off employees.

19.4 LENGTH OF SERVICE. Length of service means all hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in the California Education Code, Section 88017. Nothing contained in this Section shall preclude the granting of length of service credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave.

“Hours in paid status” shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District except service in restricted positions as provided in the California Education Code, Sections 88000 through 88263.

19.5 REDUCTION IN HOURS. For purposes of this Agreement, reductions in hours in lieu of layoff shall be considered to constitute a layoff.

19.6 VOLUNTARY DEMOTIONS/REDUCTIONS.

19.6.1 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Governing Board shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.

19.6.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

19.7 NOTIFICATION. Classified employees shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff and informed of their displacement rights, if any, and reemployment rights. Notice of layoff shall be delivered personally to the employee or mailed by certified or registered mail to the employee at his/her last known address.

19.8 STUDENT/SHORT-TERM EMPLOYMENT. A student and/or short-term employee would not be employed for the purpose of displacing or precluding the reemployment of a classified bargaining unit employee (Education Code Section 88017(c) (1)). Employment of either full-time or part-time students in any college work-study program or in a work experience education program shall not result in the displacement of classified personnel or impair existing contract for services.
19.9  **SENIORITY LIST.** By February 1 of each year and sixty (60) days prior to the effective date of a layoff the District shall provide CSEA with an up-to-date seniority list. The seniority list will be based on the following criteria:

19.9.1 All past and present classifications of all current employees will be included. Each classification shall include hours accumulated in that classification, in addition to hours accumulated in higher classifications as defined below.

19.9.2 The accumulation of hours for the seniority list will be based on hours in paid status during the calendar year. The number of hours accumulated for full-time (1.0 FTE) employees is 173.33 per month. The number of hours accumulated for full-time 12-month employees is 2080 for the entire calendar year. For less than full-time paid status, the number of hours accumulated will be prorated.

19.9.3 Employees working beyond their assigned FTE or beyond their contractual number of months will have those hours included in the calculation of accumulated hours. However, overtime hours are not included.

19.9.4 Classified employees who are appointed to classified management and confidential positions will remain on the seniority list in their previously held classified position(s) and continue to earn hours in the classified position(s) because they are still classified employees. However, classified employees who are appointed to faculty and academic management positions will remain on the seniority list in their previously held classified position(s), but will not continue to earn hours in the classified position(s).

19.9.5 When an employee’s position is reclassified the seniority date shall be the first of the month following the date that the reclassification form was received in the Office of Human Resources. When two or more employees are reclassified to the same position on the same day, seniority in the newly reclassified position will initially be based on the individuals’ hours in their immediately preceding classification.

19.9.6 Temporary work above classification hours are accumulated in the employee’s permanent, contract position.

19.9.7 Temporary reassignment hours are accumulated in the employee’s permanent, contract position and will be included back to the effective date of temporary reassignment if the employee is subsequently hired permanently into the temporarily reassigned position.

19.9.8 If two or more employees are hired on the same day into the same classification, seniority will initially be based on the individuals’ accumulated hours with the District. New employees or employees with the same number of accumulated hours with the District shall have their seniority determined by lottery.

19.9.9 Any changes beyond those identified above require prior mutual agreement between the District and CSEA.

19.10 **HEALTH BENEFITS.** To the extent permitted by the health insurance carrier, employees laid off shall be entitled to health benefits up to and including the last day for which the District has made payment for those benefits. Should an employee elect to continue his/her health insurance benefits, the employee will be responsible for the full cost of these benefits while on layoff status.

19.11 **VACATION PAYOUT.** In the event of layoff and at the request of the affected employee, the District will pay the employee for all earned vacation days at the rate the employee would have received them had he/she been in paid status.
19.12 **RETIREMENT.** Employees who are subject to or are in fact laid off may elect service retirement from PERS. Employees who elect retirement in lieu of layoff may be placed on a 39-month reemployment list and are eligible for reemployment should an appropriate position become available (see California Education Code, Section 88015).

19.13 **NEGOTIATION.** The parties agree that, in the event of layoff, CSEA and the District will negotiate with regard to impending layoff and possible effects thereof.
20.1 **EXCLUSION PROCEDURE.** Discipline shall be imposed upon bargaining unit employees pursuant to the California Education Code, Sections 88001–88003.

20.2 **CAUSES FOR DISCIPLINARY ACTION.** Among the causes which may be deemed sufficient for disciplinary action are the following:

- **20.2.1** Unauthorized or excessive absence from work
- **20.2.2** Conviction of a criminal act, including but not limited to:
  1. A felony
  2. Any crime involving moral turpitude and/or sex or narcotics offenses as defined in the California Education Code
- **20.2.3** Dishonesty
- **20.2.4** Disorderly conduct
- **20.2.5** Incompetency
- **20.2.6** Unsatisfactory Performance
- **20.2.7** Insubordination
- **20.2.8** The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (e.g., alcohol or other intoxicants), at any facilities under the control and use of the district, or reporting to work under the influence of such intoxicating substances.
- **20.2.9** Neglect of duty
- **20.2.10** Negligence or willful damage to district property
- **20.2.11** Violation of any lawful regulation
- **20.2.12** Falsification of any information supplied to the District
- **20.2.13** Abuse of illness leave privileges
- **20.2.14** Conduct unbecoming any employee in public service
- **20.2.15** Violation of the District’s sexual harassment policy

20.3 **DISCIPLINARY PROCEDURE.**

- **20.3.1** Discipline shall be imposed on employees of the bargaining unit only for just cause. Disciplinary action is dismissal, demotion, or suspension for cause.

- **20.3.2** Discipline less than dismissal will be undertaken for corrective purposes only.

- **20.3.3** The District shall not initiate any disciplinary action for any cause alleged to have arisen more than two (2) years preceding the date that the District takes disciplinary action pursuant to the California Education Code, Section 88013. Nonetheless, conduct (including prior disciplinary action or evaluations) which occurred more than two years preceding the date the District takes disciplinary action may be relied upon to substantiate the appropriateness of the disciplinary action.

- **20.3.4** When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and signed by the superintendent/president or senior administrator of human resources or designee and served in person or by registered or certified mail upon the employee. The notice shall indicate:
  1. A statement of the specific acts and omissions upon which the proposed disciplinary action is based
  2. A statement of the cause(s) for the proposed disciplinary action
  3. A statement of the district rule or regulation alleged to have been violated by the employee, if applicable
  4. A statement of the action proposed to the board
  5. A statement that the employee has a right to a hearing on such charges if demanded within five (5) working days after the employee receives notice
6. A form provided by the District, the signing and filing of which with the superintendent/president shall constitute a demand for hearing and denial of all charges

7. Copies of materials, if any, which support the charges and a copy of this provision of the contract

8. A statement that the employee has a right to be represented by an attorney or other representative at the hearing

A copy of any notice of discipline shall be mailed to the CSEA representative upon request of the employee within two (2) working days excluding weekends and holidays after service on the employee.

20.3.5 APPEAL AND HEARING. Employees may appeal dismissal, suspension, or demotion by requesting in writing a hearing before the Governing Board of the District. The appeal of the notice of intended dismissal, suspension, or demotion must be filed with the superintendent/president within five (5) working days after receipt of the notice.

20.3.5(a) If the employee does not request a hearing within five (5) working days after receipt of notice of intention of dismissal, suspension, or demotion, the recommendation of the superintendent/president to the Governing Board shall be acted upon by the Governing Board. The decision of the Governing Board shall become final.

20.3.5(b) Upon receipt of an appeal for intended dismissal, suspension, or demotion for cause, the Governing Board of the District shall order a hearing and within thirty (30) calendar days after receipt of the appeal, shall permit the hearing and render judgment to affirm, modify, or revoke the action being appealed. Upon receipt of an appeal for intended dismissal, suspension, or demotion for cause, the District and CSEA shall meet to select an arbitrator to hear the appeal as provided under Article XXI, Sections 21.4.5, 21.4.6, 21.4.7, and 21.4.8 of the grievance procedure of this Agreement.

1. The parties shall attempt to select a mutually acceptable arbitrator.
2. In the absence of such agreement, the parties shall request a list of seven (7) arbitrators with a background in public education from the California State Mediation and Conciliation Service.
3. If any questions arise as to the arbitrability of the grievance, such questions will be ruled upon first by the arbitrator.
4. The arbitrator’s decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted.
5. The arbitrator, in rendering his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement.
6. The arbitrator’s authority shall be limited to deciding only the issue or issues presented by the District and the classified bargaining unit employee or the classified bargaining unit employee’s interpretation of the meaning or application of the language of this Agreement.

7. The decision of the arbitrator shall be advisory. The employee shall have the right to appear in person on his/her own behalf, with counsel, or such representation as is considered necessary and be heard in his/her defense.

20.3.5(c) The costs of the compensation to the arbitrator and the reimbursement of the arbitrator’s travel and subsistence expenses will be borne equally by the District and CSEA.

1. All other costs will be borne by the party incurring the costs.

20.3.5(d) CSEA shall not be liable for any and all arbitration costs for any employee who exercises his/her rights under Section 20.3.5 of this Article.
20.3.5(e) All hearings shall be held in closed sessions unless the appealing employee requests an open hearing in the written appeal.

20.3.5(f) The findings and decision of the arbitrator on said appeal shall be submitted to the Governing Board which will render judgment to affirm, modify, or revoke the action appealed. The findings and decision of the Governing Board on said appeal shall be final and conclusive as to all parties.

20.3.5(g) If the appeal of the employee is sustained, the Governing Board shall order reinstatement with appropriate compensation from the time of dismissal, suspension, or demotion.

20.3.6 Once sustained, all dismissals and suspensions shall be without pay after the effective date thereof.
21.1 **DEFINITION.** A grievance is an allegation by an employee or CSEA that a specific article or section of this Agreement has been violated. It is the intent of the parties to equitably resolve grievances at the lowest possible level. It is the intent of the parties to encourage an informal and confidential atmosphere in the resolution of the grievance. No reprisals of any kind will be taken by the District, CSEA, or by any member or representative of the administration of the college against any aggrieved person, any member of CSEA, or any other participant in the grievance procedure by reason of such participation.

21.2 **GRIEVANCE COMMITTEE.**

21.2.1 **Purpose.** The District affirms the right of CSEA to designate Grievance Committee members from among employees in the unit. It is agreed that CSEA in appointing such representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to solve grievances at the lowest management level.

21.2.2 **Selection of the CSEA Grievance Committee Members.** CSEA reserves the right to designate the method of selection of Grievance Committee members. CSEA shall notify the senior administrator of human resources or designee in writing of the names of the Grievance Committee members. If a change is made, the senior administrator of human resources or designee shall be advised in writing of such change.

21.2.3 A maximum of five (5) employees may serve on the Grievance Committee.

21.3 **PROCEDURE.**

21.3.1 **Time Constraints.** The number of working days indicated at each step herein should be considered a maximum, and effort must be made to expedite the process. If the District fails to respond to the grievance within the maximum number of days at any step, the grievant proceeds to the next step. Failure of the grievant to comply with the time limits or to attend scheduled meetings to discuss or consider the grievance shall be deemed a termination of the grievance with prejudice. Time limits may be extended by mutual written consent or due to unusual circumstances.

21.3.2 The employee shall be entitled to a CSEA representative of his/her choice at all grievance meetings. This person shall have gone through the CSEA job steward training or the equivalent.

21.3.3 There shall be an earnest effort on the part of the involved parties to settle grievances promptly through the steps listed below.

21.4 **COMPLAINT/GRIEVANCE PROCEDURE.**

21.4.1 **Informal Level.** Within twenty (20) working days following the date of the occurrence or non-occurrence of the event occasioned by the complaint, the complainant shall verbally submit his/her complaint to his/her immediate supervisor. The immediate supervisor shall respond to the complainant within seven (7) working days.

**Formal Level.**

21.4.2 **Step 1.** If the complaint is not resolved, as stated in 21.4.1, the complainant, within seven (7) working days following the date of the response, or non response, shall file a formal written grievance with the complainant’s immediate supervisor. The written statement shall contain a clear, concise statement of the grievance, the specific contract article(s) alleged to have been violated, the decision rendered at the informal level, and the specific remedy sought.

1. The supervisor shall communicate his/her decision to the grievant in writing within seven (7) working days from the date of receipt.
21.4.3 Step 2. In the event the grievance is not satisfied with the decision at Step 1, the grievant may appeal the decision in writing to the senior administrator of the unit within seven (7) working days following the issuance of the decision at Step 1.

1. The senior administrator of the unit shall consult with the Office of Human Resources upon receiving the grievance.

2. The appeal shall include a copy of the original (written) grievance, the decision rendered at Step 1, and a clear, concise statement of the reason(s) for the appeal.

3. The decision of the senior administrator of the unit shall be due within seven (7) working days following receipt of the appeal.

4. At the request of either party, a meeting with the grievant may be conducted within the seven (7) day period referred to above.

5. If a meeting is held, the decision of the senior administrator of the unit shall be due within seven (7) working days of the meeting.

21.4.4 Step 3. In the event the grievance is not satisfied with the decision at Step 2, the grievant may appeal the decision in writing to the superintendent/president within seven (7) working days following the issuance of the decision at Step 2.

1. The appeal shall include a copy of the original (written) grievance and the Step 2 appeal, the decisions rendered at Steps 1 and 2, and a clear, concise statement of the reason(s) for the appeal.

2. The decision of the superintendent/president shall be due within seven (7) working days following receipt of the appeal.

3. At the request of either party, a meeting with the grievant may be conducted within the seven (7) working day period referred to above.

4. If a meeting is held, the decision of the superintendent/president shall be due within seven (7) working days of the meeting.

21.4.5 Step 4. In the event that the grievance is not satisfied at Step 3, the grievant may within two (2) working days of the issuance of the Step 3 decision, request CSEA to submit the grievance to mediation. CSEA shall submit a request within five (5) working days to the senior administrator of human resources or designee for grievance mediation. Upon mutual agreement between the Association and the District, the parties shall submit the matter to grievance mediation through the services of the California State Mediation Service. The policies, timelines, and procedures set forth in the mediation process (established by the appropriate agency, and both parties at the time of mediation) will be adhered to in addressing the grievance. Settlement offers made in mediation will not be referred to in arbitration proceedings.

21.4.6 Step 5. In the event that the grievant is not satisfied with the decision at Step 4, the grievant may, within seven (7) working days of the issuance of the Step 4 decision, request CSEA to submit the grievance to arbitration (a copy of such request shall be sent to the District). CSEA may, within seven (7) working days after service of such request, give written notice to the superintendent/president of its intent to submit the grievance to arbitration.

1. The parties shall attempt to select a mutually acceptable arbitrator.

2. In the absence of such agreement, the parties shall request a list of seven (7) arbitrators with a background in public education from the California State Mediation and Conciliation Service.
3. If any questions arise as to the arbitrability of the grievance, such questions will be ruled upon first by the arbitrator.

4. The arbitrator’s decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted.

5. The arbitrator, in rendering his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement.

6. The arbitrator’s authority shall be limited to deciding only the issue or issues presented by the District and the grievant or the grievant’s interpretation of the meaning or application of the language of this Agreement.

7. The decision of the arbitrator shall be advisory.

8. If the board rejects the arbitrator’s decision, it will justify its rejection in writing by the next board meeting to the parties.

9. Administration will not participate in discussion of the arbitrator’s decision in closed session.

21.4.7 The costs of the compensation to the arbitrator and the reimbursement of the arbitrator’s travel and subsistence expenses will be borne equally by the District and CSEA.

   1. All other costs will be borne by the party incurring the costs.

21.4.8 If CSEA determines not to pursue the grievance beyond grievance mediation, then the grievance process is complete.

21.5 EMPLOYEE-PROCESSED GRIEVANCE. An employee covered by the Agreement may present a grievance directly and have such grievance adjusted without intervention of the CSEA Grievance Committee as long as the adjustment is not inconsistent with the terms of the Agreement. CSEA shall not be liable for any costs for any employee who exercises his/her rights under this section of this Article.

21.6 GRIEVANCE WITNESSES. The District shall make available for testimony in connection with the grievance procedure district employees whose appearance is required by the case. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay.

21.7 GRIEVANCE RELEASE TIME. The grievant shall not be entitled to prepare and write grievances during his/her regularly scheduled hours of work. Such action may lead to loss of pay.

21.8 GRIEVANCE PROCESSING DURING REGULAR WORKING HOURS. The grievant and the CSEA Grievance Committee shall be entitled to process a grievance during normal working hours with no loss of pay or benefits up to two (2) hours per week for each member.

21.9 SEPARATE GRIEVANCE FILE. Until adjudication is concluded, all materials concerning an employee’s grievance shall be kept in a file separate from the employee’s personnel file which shall be available for inspection only by the employee, the CSEA Grievance Committee, and those management and confidential employees involved in the grievance procedure. Four (4) years after adjudication is concluded, the file shall be shredded in toto. During the interim, the file will be sealed and opened only as a result of court action by the grievant.
22.1 **DISTRICT COMPLIANCE.** The District agrees to provide safe and healthful working conditions. It further agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace health and safety, including but not limited to the following factors: personal safety, sanitation, ventilation, cleanliness, light, and noise levels. The District further agrees to comply with all federal, state, and local health and safety laws. The District shall, when required, and/or as appropriate, provide in-service training and related materials to bargaining unit employees. Where laws and/or regulations are in conflict or are vaguely stated, clarification of the U.S. Department of Labor shall be sought after due process, and its written decision shall be final.

22.2 **NON DISCRIMINATION.** Employees are obligated to report, any condition they deem unsafe to their immediate supervisor. Additionally, employees are required to complete the Hazardous or Unsafe Condition Report Form and submit it to the Health and Safety Committee, as soon as possible, without reprisal or discrimination. All such reports shall be reflected in the Health and Safety Committee minutes. The form is available at the following link www.chaffey.edu/public_safety/hazard_form.shtml.
SEVERABILITY
Article XXIII

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

23.2 REPLACEMENT OF SEVERED PROVISION. In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.
NEGOTIATIONS
Article XXIV

24.1 RELEASE TIME FOR NEGOTIATIONS. CSEA shall have the right to designate five (5) employees who shall be afforded release time for negotiations. Other employees officially designated and agreed to by the negotiating teams shall be afforded appropriate release time.

24.2 SUCCESSOR AGREEMENT. Each party shall have the right to commence negotiations one hundred and twenty (120) days prior to the effective termination date of this Agreement. Negotiations shall commence under this Section within five (5) working days after fulfillment of the public notice requirements. The terms and conditions of this Agreement will remain in full force and effect during such negotiations.

24.3 RATIFICATION OF ADDITIONS OR CHANGES. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

24.4 AGREEMENT OF PARTIES. This Agreement contains the entire agreement between the parties. This Agreement shall be the working agreement between the District and CSEA until such time as this Agreement is superseded by a new contract.
CONCERTED ACTIVITIES
Article XXV

For the duration of this Agreement, CSEA and its employees agree that it shall not call, sanction, incite, encourage, participate in any strike, walkout, slowdown, speedup, sick out, or other work stoppage. The employer agrees for the duration of this Agreement that it shall not cause or engage in a lock-out.
26.1 **PURPOSE.** The College is a dynamic entity and, as such, a process must be in place that provides an opportunity for adjustment to jobs in order to meet the legitimate needs of the College. If an employee believes s/he is performing additional duties and responsibilities that are outside the scope of the position description, the employee may request that a review be conducted to determine if reclassification or inconsistent duty pay (as defined in Article VIII) is warranted. In addition, newly-formed positions shall be reviewed consistent with this Article.

26.2 **SUBMISSION PROCESS.** Requests for reclassification are to be made on the designated form (see Appendix H). Requests shall be submitted between January 1 and April 30 of any calendar year. Permanent bargaining unit members may submit requests for reclassification no more than once in an eighteen (18)-month period from the time a determination was made regarding the request.

26.3 **REVIEW PROCESS.** The process set forth herein will provide for positions to be reviewed when it can be demonstrated that there has been a significant change(s) in duties, responsibilities and accountability. The change(s) must be documented by the employee, reviewed by his/her immediate supervisor, and forwarded to the Office of Human Resources. Upon receipt of the request, the Office of Human Resources will forward a copy of the reclassification request to the Association president or designee.

The Office of Human Resources shall forward the reclassification request to a third party classification consultant. The consultant, after analysis of the request and appropriate interviews, shall provide the district a report of the findings and recommendations, including an explanation of how the conclusion was determined. The report shall indicate whether the employee is performing additional duties and responsibilities and, if so, the time spent performing them. The District shall, within three (3) business days, forward a copy of the report to the Association.

26.4 **DETERMINATION.** The Executive Director of Human Resources or designee and the Association President or designee shall meet to review the consultant’s report and make a determination. Upon mutual agreement, a review of other classifications that are directly or indirectly affected by the proposed changes to the classification may be conducted.

26.4.1 If additional duties and responsibilities are being performed at a higher level and if the District determines the need to be permanent, the Executive Director of Human Resources or designee and the Association President or designee shall determine the appropriate salary, title, and position description. When the position is reclassified, the incumbent shall be placed at his/her current step on the new range of the salary schedule. The effective date of the reclassification shall be the first of the month following the date the reclassification form is received in the Office of Human Resources. An incumbent will at no time be expected to reapply for his/her reclassified job/position.

26.4.2 If additional duties and responsibilities are being performed that are not at a higher level but do not reasonably relate to those outlined in the position description and the District determines the need to be permanent, the Executive Director of Human Resources or designee and the Association President or designee shall determine the appropriate salary, title, and position description.

26.4.3 If additional duties and responsibilities are being performed that do not reasonably relate to those outlined in the position description and the District determines the need to be temporary, the Executive Director of Human Resources or designee and the Association President or designee shall refer to Article XVIII.

26.4.4 If additional duties and responsibilities are being performed that reasonably relate to those outlined in the position description, no salary adjustment will be made. However, if modifications to title and/or position description are warranted, they will be negotiated.
26.5 **NOTIFICATION.** The employee will be provided written notification of the determination and a copy of the consultant’s report for their classification. If the employee believes the review includes inaccurate and/or incomplete information, the employee may, within ten (10) working days, submit a written statement to the Association President identifying the correction(s). The Association President or designee and the Executive Director of Human Resources or designee will then meet to review the proposed corrections and determine if further analysis by the consultant is warranted. If further analysis is conducted, the Association President or designee and the Executive Director of Human Resources or designee shall meet to review the findings and issue a final determination. Such determination shall be conclusive.
LABOR/MANAGEMENT COMMITTEE
Article XXVII

27.1 **FORMATION.** Throughout the life of this contract, in order to maintain effective communication and enhance positive mutual interaction, a joint labor management committee is hereby formed. The activities of this committee shall not supersede the activities of the Grievance, Benefits, or Negotiating committees.

27.2 **COMPOSITION.** The composition of the committee will consist of six (6) members three (3) appointed by CSEA and three (3) appointed by the District.

27.3 **EX-OFFICIO MEMBERS.** The senior administrator of human resources and the state labor relations representative for CSEA will serve as ex-officio members of the committee and with the understanding that the committee may request their attendance for information reasons at any time.

27.4 **ATTENDANCE.** Bargaining unit members shall be entitled to serve on the committee during normal working hours without loss of pay or benefits.

27.5 **SCHEDULE.** The Labor/Management Committee shall meet on a monthly basis.
DURATION
Article XXVIII

28.1 LENGTH OF AGREEMENT. This Agreement shall become effective on July 1, 2011, and shall continue in effect up to and including June 30, 2014.

28.2 Signed and entered into this May 25, 2011.

CHAFFEY COMMUNITY COLLEGE DISTRICT

Cirlaco "Cid" Pinedo
Interim Vice President
Administrative Services and External Relations

Katherine J. Roberts
President, Governing Board

Paul J. Gomez
Vice President, Governing Board

Lee C. McDougal
Clerk, Governing Board

Gary L. George
Immediate Past President, Governing Board

Kathleen Brugger
Member, Governing Board

CSEA, CHAPTER 431

Rebecca Karčić
Chief Negotiating Officer, CSEA Chapter 431

Dawn Hatfield
Member, CSEA Chapter 431

Robert Hunsaker
Member, CSEA Chapter 431

Karen S. Matejcek
Member, CSEA Chapter 431

Jason R. West
Member, CSEA Chapter 431

Phil Saavedra
Labor Relations Representative
Effective July 1, 2004

Section 1. ANNUAL PER CAPITA DUES

A. The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first $2,450 of monthly gross salary (exclusive of overtime but including longevity, professional growth, and anniversary increments), but shall not exceed a maximum assessment of $367.50 annually, in accordance with procedures set forth below.

Local chapters may assess additional local dues as authorized within their Constitutions.

B. The monthly deductions (at the rate set forth in paragraph (A) above), shall commence in August of each year and continue through the following July, or until a maximum of $367.50 has been deducted during said twelve-month period.

California School Employees Association - Constitution and Bylaws and Standing rules.
### APPENDIX D

**SALARY SURVEY PARTICIPANTS**

AND

**BENCHMARK POSITIONS**

### SALARY SURVEY PARTICIPANTS

(Community College Districts)

<table>
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<tr>
<th>District</th>
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<tbody>
<tr>
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### BENCHMARK POSITIONS

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<td>Instructional Assistant IV</td>
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<td>International Student Services Coordinator</td>
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<tr>
<td>Purchasing Buyer</td>
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<td>Systems Specialist</td>
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APPENDIX E

PROFESSIONAL GROWTH INITIATIVE
ACTIVITY PLAN

In accordance with Article 16 of the District/CSEA agreement and the District procedures, this form must be completed prior to engaging in an activity that will lead to the Professional Growth Initiative allowance. In completing this form, the employee shall follow the Professional Growth Guidelines.

ACTIVITY DESCRIPTION

Employee Name

Employee Number

☐ Alternative Work Schedule Attached (if applicable)

Professional Organization or Institution

☐ Student Educational Plan Attached

OR

☐ Title of Course, Workshop or Activity

Sem. Unit
CTR. Unit (choose one) Activ. No. Explanation/Justification

Supervisor Use Only (initial one)

Approved

Approved with exception

(checked if noted below)

Denied

SIGNATURES/APPROVALS (MUST BE OBTAINED PRIOR TO THE START OF ACTIVITY)

Employee Signature

Date

Supervisor Signature

Date

Reason for Denial

(If applicable)

Vice President Signature

Date

☐ Approve ☐ Deny Reason for Denial

(If applicable)

VERIFICATION OF COMPLETION

I certify that the number of units identified in the check box below have been successfully completed as indicated on the attached documentation (letter, certificate, transcript).

☐ 15 units completed Employee

Date

☐ 30 units completed Employee

Date

☐ 45 units completed Employee

Date

☐ 60 units completed Employee

Date

Filed in the employee's personnel file by

Date

2/1/2011

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PROFESSIONAL GROWTH INITIATIVE GUIDELINES

Reference: Article 16 of the CSEA agreement. The request form may be copied from the last page of the CSEA agreement.

Employees who are interested in participating in the Professional Growth Initiative shall follow the instructions for completing and submitting the Professional Growth Initiative Activity Plan as outlined below.

Instructions for completing the Professional Growth Initiative Activity Plan:

- **Employee Name** – Please use your name as it is recorded in Human Resources, not a nickname.
- **Employee Number** – Use your Colleague ID number.
- **Alternative Work Schedule** – If the class is being held during your work hours and an adjustment in your work schedule is required, a preapproved Alternative Work Schedule Request form must be attached.
- **Professional Organization or Institution** – Enter the name of the professional organization or institution where the activity is to occur.
- **Check Student Education Plan box if applicable OR go to the following section.**
  - **Title of Course, Workshop, or Activity** – Check box, enter the title of the course (for example, Engl 1B, Advanced Composition and Critical Thinking), workshop, or activity and attach supporting documentation, such as course, workshop, or activity description, as appropriate.
  - **Number of Units or Hours** Check the appropriate box and indicate the number of units or hours.
  - **Explanation/Justification** – Use this section as an explanation, such as, “units towards a bachelor’s degree in Business Administration” or “units towards a certificate in Network Administration,” or “work-related coursework.”
- **Employee signature is required prior to submitting the form to the supervisor.**
- **Supervisor signature is required prior to the start of the professional growth activity.**
- **Vice president signature is required prior to the start of the professional growth activity.**
  - In the event the first-level manager denies the plan, the reason shall be stated on the form and then forwarded to the vice president. In the event the vice president denies the plan activity, the reason shall be stated on the form and then returned to the employee.

Instructions for submitting the Professional Growth Initiative Activity Plan:

- **Upon completion of the Professional Growth Initiative Activity Plan form according to the guidelines above, it shall be submitted by the employee to Human Resources.**
- **Human Resources staff will date stamp, log, and review for completion. The employee will be notified if any other materials are needed.**
- **The Professional Growth Initiative Activity Plan form is returned to the employee and a copy is retained in Human Resources. The employee retains the original completed forms until fifteen (15) semester units have been completed.**
- **Upon the completion of fifteen units, the employee shall check and initial the appropriate Verification of Completion box indicating the number of units and submit with official transcripts, letters, or certificates to Human Resources. In accordance with Article 16, section 16.2.6, Human Resources shall initiate the appropriate salary adjustments.**
# Alternative Work Schedule Request

*(Employee initiated in accordance with Article 9 of the District/CSEA Agreement)*

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Department:</th>
<th>Position:</th>
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<tr>
<th>FTE (1.00 is full-time):</th>
<th>Hours per week:</th>
<th>Contract months:</th>
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<tr>
<th>Regular Schedule</th>
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**Alternative Schedule** *(effective dates):* through or □ ONGOING

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The following contractual conditions have been met:

- □ The total number of hours scheduled per week is in accordance with the assigned FTE.
- □ The days and hours are consecutive except for an uninterrupted minimum lunch break of 30 minutes, if applicable.
- □ Shift differential compensation status remains unchanged.
- **OR**
- □ will be reduced according to contractual provisions.

<table>
<thead>
<tr>
<th>Employee’s Signature</th>
<th>Date</th>
<th>Signature, CSEA Representative</th>
<th>Date</th>
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</table>

CSEA review is required prior to submitting request to Supervisor. The proposed Alternative Work Schedule shall not be implemented until all signatures have been obtained and the completed form has been submitted to Human Resources.

<table>
<thead>
<tr>
<th>Supervisor’s Signature of Approval</th>
<th>Date</th>
<th>Reviewed by Human Resources</th>
<th>Date</th>
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</thead>
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2/22/2011
## Work Schedule Change Notification

*(Employer initiated in accordance with Article 9 of the District/CSEA Agreement)*

### Regular Schedule

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### New Schedule (effective dates):  

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### The following contractual conditions have been met:

- [ ] Full-time: Scheduled 5/8 (five 8-hour days) or 4/10 (four 10-hour days)  
  OR  
  - [ ] Part-time: Total hours per week equate to District assigned FTE

- [ ] The days and hours are consecutive except for a 60-minute uninterrupted lunch break.  
  OR  
  - [ ] The days and hours are consecutive except for a lunch break that is less than 60 minutes as requested by the employee.

- [ ] Applicable shift differential if assignment is ONGOING or temporarily more than 5 days and scheduled 3 or more days past 6:00 pm  
  OR  
  - [ ] No shift differential applicable

  OR  
  - [ ] No reduction from current schedule shift differential due to temporary nature of assignment (less than 20 days)

  - [ ] scheduled 3 or more days past 7:00 pm
  - [ ] scheduled 3 or more days past 9:00 pm
  - [ ] scheduled past 12:00 am (midnight)
  - [ ] scheduled with a split shift
  - [ ] Campus Police Officer on rotating shift

---

**Employee Name:**  
**Department:**  
**Position:**  
**FTE (1.00 is full-time):**  
**Hours per week:**  
**Contract months:**  

**Supervisor’s Signature**  
**Date**  
**Employee’s Signature**  
**Date**

**Acknowledgement of Receipt**

**Reviewed by Human Resources**  
**Date**
APPENDIX H

REQUEST FOR RECLASSIFICATION

In accordance with Article 26 of the District/CSEA agreement, requests for reclassification are to be made on this form. Requests shall be submitted between January 1 and April 30 of any calendar year. Permanent bargaining unit members may submit requests for reclassification no more than once in an eighteen (18)-month period from the time the request was approved or denied.

Name:__________________________________ Date:____________________________________

Department:_____________________________ Classification:_______________________________

SECTION I: TO BE COMPLETED BY THE EMPLOYEE

The process set forth herein will provide for positions to be reviewed when it can be demonstrated that there has been a significant change(s) in duties, responsibilities and accountability. The change(s) must be documented by the employee, reviewed by his/her immediate supervisor, and forwarded to the Office of Human Resources. Upon receipt of the request, the Office of Human Resources will forward a copy of the reclassification request to the Association president or designee.

PLEASE REVIEW YOUR CURRENT POSITION DESCRIPTION AND EXPLAIN ONLY THE DUTIES, RESPONSIBILITIES, AND ACCOUNTABILITY THAT HAVE SIGNIFICANTLY CHANGED.

The description should convey an accurate and precise picture of the changes with language that is clear, concise, and complete. List each change in a separate sentence or paragraph and indicate any machines, tools, and/or equipment that are required (if applicable). Indicate the approximate amount of time spent in performing each change.

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<tr>
<th>DESCRIPTION OF CHANGES</th>
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I certify that the statements made herein are accurate and complete.

Employee Signature:________________________ Date:________________________
1. Please review the employee’s listing of significant changes and provide a response below:

2. Additional comments (optional):

I certify that the statements made herein are accurate and complete.

Supervisor Signature:_________________________ Date:_________________________

UPON COMPLETION, SUPERVISOR SHALL RETURN ORIGINAL COPY TO EMPLOYEE FOR SUBMITTAL TO THE OFFICE OF HUMAN RESOURCES.