



Collective Bargaining Agreement

Between

Desert Community College DistrictAnd

California School Employees Association and its College of the Desert Chapter #407

July 1, 2024 – June 30, 2027

Ratified by CSEA 7/23/2025 Board Approved 7/24/2025

Updated September 2025

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PREAMBLE

This is an agreement made and entered into this 1st day of July, 2021 between the Desert Community College District (hereinafter referred to as "District") and the California School Employees Association and its College of the Desert Chapter #407 (hereinafter referred to as CSEA).

ARTICLE I: RECOGNITION

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

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

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

ASSOCIATION: President, CSEA Chapter #407

C/O California School Employees Association

Address of Record

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

ARTICLE II: DISTRICT RIGHTS

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

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

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

ARTICLE III: ASSOCIATION RIGHTS

- 3.1 Subject to prior approval by the Superintendent/President or designee, authorized CSEA representatives shall have the right to reasonable use of District facilities at times other than normal working hours and/or hours of student instruction for the purposes of transacting lawful CSEA business provided such use does not interfere with the school operation or duties of unit members, and, provided further such authorized CSEA representatives first fully comply with the appropriate District Civic Center permit procedures.
- 3.2 Authorized CSEA representatives shall have the right to post notices with appropriate CSEA identification regarding activities and matters of legitimate CSEA concern via email, electronic media, and/or designated bulletin boards, at least one of which shall be provided at each school site in area frequented by unit members. Any CSEA use of email and/or District network shall be consistent with District data standards. In addition, and to the extent permitted by law, the CSEA shall have the right to use the District mail service and mail boxes for communications to unit members concerning activities and matters of legitimate CSEA concern. Copies of all materials posted or distributed shall be mailed to the President or designee.

3.3 NEW EMPLOYEE ORIENTATION

A. NOTICE TO CSEA

The District shall provide CSEA notice of any newly hired employee by the first of each month with the following employee information: full name; date of hire;

classification and title; work site locations(s). CSEA will maintain the privacy of the employee's information.

"Newly hired employee" includes all employees who are or have been previously employed by the district and whose current position places them in the bargaining unit represented by CSEA. For these employees, the "date of hire" is the date upon which the employee was placed in the bargaining unit.

B. DISTRICT PROVISION OF CSEA MEMBERSHIP PACKET

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

C. ORIENTATION SESSIONS

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

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

- 3.4 The District shall provide CSEA with a seniority roster by July 31st of each year.
- 3.5 The District shall grant each elected CSEA representative release time for up to forty (40) hours each year to attend the CSEA Annual Conference, with not more than one representative from the same work area of less than five (5) unit members. The District shall reimburse the representatives for all reasonable costs for transportation, lodging and meals in accordance with existing District policy up to an annual amount, for the representatives, of six hundred dollars (\$600).
- 3.6 Upon request of CSEA, the governing board of the District shall grant a leave of absence without loss of compensation, to a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by CSEA.

3.7 Except as provided elsewhere in this Agreement, all Association business shall be conducted outside of regular working hours. Nothing in this subsection shall inhibit the Association's statutory right to represent is members.

3.8 RELEASE TIME FOR NEGOTIATION PURPOSES:

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

- 3.9 PRESIDENTIAL PAID RELEASE TIME: The CSEA Chapter President shall be granted three hundred (300) hours of paid release time per school year to be used to conduct Association business. The Chapter President shall designate bargaining unit members other than the President to use portions of this allocation as needed. Any changes to the original designation shall be submitted to Human Resources before the designee uses the release time.
 - A. A Request for Release Time form (Appendix E) must be submitted to the supervisor or designee at least three (3) working days in advance prior to such release. Approval of such release time shall be presumed unless denied in writing by the supervisor or designee. Approval shall not be unreasonable denied. Chapter President or designee shall forward approved request to the Vice President of Human Resources and Employee Relations.
 - B. Any paid hours beyond the three hundred (300) hours require prior approval from the Vice President of Human Resources and Employee Relations.

3.10 RELEASE TIME FOR ATTENDANCE AT GOVERNANCE MEETINGS:

The President of CSEA Chapter #407 or designee shall be released to serve on participatory governance committees and/or when requested by the Superintendent/President of the college. By October 1 the Association shall submit

the names and work assignments of those who are to be released to the Vice President of Human Resources and Employee Relations and the unit member's immediate supervisor each semester prior to attendance at any meeting.

3.11 RELEASE TIME FOR ATTENDANCE AT AD HOC COMMITTEE MEETINGS:

Members will be released as needed to attend meetings of ad hoc committees to which they are appointed by CSEA at the request of the District. The names and work assignments of those who are to be released shall be submitted to the Vice President of Human Resources and Employee Relations and the unit member or alternate's immediate supervisor each academic semester prior to attendance at any meeting. CSEA is to make every effort to see that appointments to committees are rotated among different unit members on an annual basis.

3.12 RELEASE TIME FOR BOARD MEETINGS:

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

3.13 RELEASE TIME FOR MONTHLY UNIT MEMBERSHIP MEETINGS:

During the school year, September through May, all unit members will be released for one and one half (1.5) hours to attend general meetings of the Association. The hour and one half is to be selected in such a manner to least interfere with members' assigned duties, but in such a manner as to allow attendance by the greatest number of unit members. The regular membership meeting shall be held at a regularly scheduled time, which shall fall on the same day of the week, week of the month and hour of the day unless such would cause severe hardship upon the membership. If the regular meeting time is not to be observed for any reason, the Association President shall notify the Superintendent/President the proposal for change, and the reason for the change, not less than five (5) working days prior to the date and time of the meeting. The time and place of these general meetings shall be reported to the Superintendent/President, by June 30th, for concurrence.

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

- 3.16 CSEA may review the unit member's personnel file when accompanied by the unit member or in the absence of the unit member, a CSEA representative may review the unit member's file providing the representative has a signed authorization from the unit member. The authorization from the unit member shall allow the CSEA representative the right to receive copies of any documents they deem necessary provided that the total number of pages does not exceed twenty (20). If more than twenty (20) pages are required, CSEA will be billed for all additional pages at a rate equal to the current per page rate charged the public for copying any other District documents.
- 3.17 Distribution of the monthly Board packet shall include a searchable electronic file which shall be sent to the Chapter President of CSEA Chapter 407 via email as soon as it is available.

ARTICLE IV: GRIEVANCE PROCEDURE

4.1 DEFINITIONS

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

4.2 ATTEMPT AT INFORMAL RESOLUTION OF ISSUE(S)

- A. Before filing a formal written Grievance, pursuant to Article 4.3 the Grievant shall attempt to resolve the issue(s) by an informal conference with their immediate supervisor within fifteen (15) days after the occurrence of the act or omission giving rise to the Grievance, or within (15) days after which the Grievant could have reasonably been expected to have known of the act or omission giving rise to the Grievance.
- B. At the time of scheduling the informal conference, the unit member or union representative shall inform the immediate supervisor that the meeting will be for the purpose of holding an "informal grievance conference" and indicate the topic, impacted unit member, and alleged contract violation for discussion.

- C. Within ten (10) days of the informal meeting, the immediate supervisor shall respond to the Grievant in writing.
- D. If the issue(s) is not resolved as a result of the informal procedure identified above, a formal Grievance Procedure is available.

4.3 FORMAL LEVEL

STEP ONE

- A. Within fifteen (15) days after the receipt of the immediate supervisor's response to the informal conference, or within fifteen (15) days from the expiration of the supervisor's timeline per 4.1C. Grievant must present their Grievance in writing on the appropriate form to their immediate supervisor. This statement shall be a clear, concise statement of the Grievance, including the sections of this Agreement that the Grievant alleges has been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- B. If CSEA files a grievance either on behalf of an unit member(s) or in their own name alleging that a grievance has occurred with respect to a member(s) of the bargaining unit, CSEA shall send a copy of the grievance on the same date it is filed with the District to the known unit member(s) whose rights have been alleged to have been violated as set forth in the grievance filed by CSEA. The grievance is being sent to the unit member(s) to notify the unit member(s) that the grievance has been filed, not for the unit member's authorization to file the grievance. The time in which CSEA has to file a grievance as set forth herein shall be the same as set forth in Article 4.3A.
- C. The immediate supervisor shall communicate their decision in writing to the Grievant within ten (10) days after receiving the Grievance. If the immediate supervisor does not respond within the time limits, the Grievant may appeal directly to the next step.
- D. Within the above time limits, either party may request a meeting with the other in an attempt to resolve the problem and end the matter. At any time the Grievant may withdraw the Grievance.

STEP TWO

A. In the event the Grievant is not satisfied with the decision at Step One, they may appeal the decision within ten (10) days after receipt of the decision, on the appropriate form, to the area Vice President. The statement shall include a copy of the original Grievance, the decision rendered, and a clear concise statement of the reasons for the appeal.

- B. The area Vice President or designee shall communicate their decision, in writing, to the unit member within ten (10) days after receiving the appeal. If the Appropriate Administrator does not respond within the time limits, the Grievant may appeal to the next step.
- C. Within the above time limits, either party may request a meeting with the other in an attempt to resolve the problem and end the matter. At any time, the Grievant may withdraw the Grievance.

STEP THREE

- A. If the Grievant is not satisfied with the decision in Step Two, they may, within ten (10) days after receipt of the decision, appeal the decision on the appropriate form to the Vice President of Human Resources and Employee Relations. This statement shall include a copy of the original Grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- B. The Vice President of Human Resources and Employee Relations shall communicate their decision in writing to the Grievant within ten (10) days.
- C. Within the above time limits, either party may request a meeting with the other in an attempt to resolve the problem and end the matter. At any time, the grievant may withdraw the grievance.

STEP FOUR

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

- A. The arbitrator's jurisdiction shall, absent mutual agreement by the parties to the contrary, be limited solely to the misinterpretation or misapplication of the collective bargaining agreement which adversely affects a unit member.
- B. The arbitrator shall neither add to, detract from, nor modify the language of the collective bargaining Agreement in considering the issues properly before they.
- C. The arbitrator shall expressly confine their consideration to only those precise issues submitted and shall have no authority to consider any other issue not so submitted unless mutually agreed upon by the parties.
- D. The arbitrator shall not have the authority to award monetary relief in excess of \$25,000. In cases of misinterpretation or misapplication of any type of salary computation, the arbitrator shall have authority to award back pay for a period no greater than 120 days prior to the original filing of the grievance at Step 1.
- E. The arbitrator shall not have the power to confer equitable relief, punitive damages, attorney's fees or any other additional remedy of whatever type or amount.
- F. The arbitrator shall have no authority to direct the District in its exercise of managerial prerogatives.
- G. Grievances involving disciplinary appeals shall be governed in accordance with the procedures and standards of the applicable provisions of the Education Code and shall not be subject to the grievance and arbitration procedure.
- H. Disputes regarding substantive and/or procedural arbitrability shall be resolved by the arbitrator without hearing, upon written motion of the parties.
- I. Arbitrator shall be bound by applicable Federal, State and local law.
- J. The arbitrator shall submit their written opinion and award to both parties within 30 days after conclusion of the grievance hearing(s) unless the parties agree to another date. The cost of arbitration and any other mutually incurred costs, including the costs of a court reporter and transcript, shall be borne equally by the parties. All other costs shall be borne by the party incurring them.
- K. Review or confirmation of the arbitrator's decision, if made shall be in accord with the terms of California Code of Civil Procedure Section 1285, *et sec*.

4.4 OPTIONAL MEDIATION

A. Within the time limits for appeal to Step Four, the District or CSEA on behalf of the Grievant, may request that the Grievance be submitted to mediation prior to proceeding to Step Four of the grievance procedure.

- B. Upon receipt of the request to submit the Grievance to mediation, the District shall contact the California State Conciliation Service and request that a mediator be appointed.
- C. Selection of the mediator shall be by mutual agreement.
- D. The mediator shall attempt to assist the parties in resolving the Grievance and shall have no power to render a decision or recommendation on the Grievance in the absence of a mutually agreeable resolution.
- E. If the mediation level does not satisfactorily resolve the grievance, either the Grievant or the District may appeal the Grievance to Step Four hereinabove within ten (10) working days following the last mediation session.

4.5 GROUP GRIEVANCES

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

4.6 GENERAL PROVISIONS

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

4.7 TIME LIMIT

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

4.8 RELEASE TIME

CSEA shall be provided reasonable release time to assist in processing grievances at times which will not result in interference with, or interruption of, the instructional program and/or grievant's or CSEA representative's work activities. Release time

pursuant to this section, shall not be available for purposes unrelated to processing grievances.

ARTICLE V: EMPLOYEE RIGHTS

- 5.1 The District and CSEA recognize the right of unit members to form, join and participate in lawful activities of employee organizations and the equal alternative rights of unit members to refuse to form, join and participate in employee organization activities.
- 5.2 The District agrees to deduct from the pay of CSEA unit members and to pay to CSEA the normal and regular monthly CSEA membership dues, including funds marked for CSEA's Victory Club, as voluntarily authorized in writing by the unit member on the District form provided, however, the District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) calendar days or more after such submission. The District further agrees to deduct from the pay of service fee payers the amount of the monthly service fee as voluntarily authorized in writing by the unit member on the District form provided. The District will remit all such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.
- 5.3 Unit members' personnel files shall be maintained at the Office of Human Resources. Any material which is not of a positive nature shall be presented to the unit member for review before it is placed in the personnel file. Unit members shall be allowed to respond to all materials, either evaluative or from other sources, in writing and have the dated and signed written response attached to and included as part of such material. No anonymous communications shall be placed in the file.
 - 5.3.1 The unit member or their designee shall have access to their personnel file during regular business hours of the District. The unit member or designee may review the personnel file after presenting a signed, written authorization form from the unit member. The unit member or their designee shall receive copies of any documents they deem necessary, provided that the total number of pages does not exceed twenty (20). If more than twenty pages (20) are required, CSEA or the unit member will be billed for all additional pages at a rate equal to the current per page rate charged at the COD Copy Center.
 - 5.3.2 When a unit member's files are to be accessed, a log shall show the name of the person opening the file and the date. This does not include review

of the personnel file by Human Resources department staff as part of their Human Resources department duties.

- 5.4 Necessary uniforms and tools shall be provided to the unit member by the District without cost. The District will provide all industry standard tools required to perform unit members' job duties.
- 5.5 The District agrees to pay the cost for any medical examination required as a condition of employment or continued employment.
- 5.6 Neither the District nor CSEA shall unlawfully discriminate against unit members concerning the application of specific provisions of this agreement. This provision shall not be subject to the grievance process except where no other available administrative procedure exists.
- 5.7 The District Shall make available to all CSEA bargaining Unit Members shall the current collective bargaining agreement, any negotiated changes to the agreement and copies of selected District policies, mutually agreed upon by the Parties, which are directly related to the wages, hours and working conditions of classified bargaining unit member(s).

ARTICLE VI: RECLASSIFICATION

6.1 STATEMENT OF PRINCIPLES

- A. Before reclassifications can be done reasonably and equitably, the basic reclassification system must be sound.
- B. Reclassification may be necessitated by reorganization. Reorganization means a reordering or reassignment of functions, tasks, and responsibilities within an organizational unit to provide an improved, new, or different service that has been approved by administration prior to the institution of reclassification procedures.
- C. Supervisors must not implement any new duties which were not considered as part of the reclassification request before the final Board approval of reclassification.
- D. Procedures for growth and upward mobility should be possible within the system.

- E. In deciding whether to approve a recommendation of the Reclassification Committee, the Board of Trustees may consider the District's budget.
- F. Unit member(s) should feel that the system is sound and equitable. This requires maintenance of and communication about the system.
- G. The Reclassification process should be consistent and compatible with organizational goals and objectives.
- H. Requests for reclassification should be treated consistently and fairly, based on the merit of the request, as supported by data provided during the process.
- I. Recommendations of the Reclassification committees will be shared with CSEA, and the parties will have the opportunity to meet and negotiate, if applicable, prior to implementation.

6.2 GUIDELINES FOR RECLASSIFICATION

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

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

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

B. SUBSTANTIAL AND PERMANENT CHANGE: TOTALITY OF THE CIRCUMSTANCES

The committee will recommend, based on a totality of circumstances, the District has made substantial and permanent changes to the position or, applying the standards identified in Section 6.2(A)

- C. Reclassification of a position is not appropriate in the following circumstances:
 - 1. To reward superior services.
 - 2. If additional assigned duties are at a comparable level and do not substantially and permanently affect one or more of the factors that warrant a change of classification outlined in Section 6.2(A).
 - 3. Volume of work.

6.3 RECLASSIFICATION COMMITTEE

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

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

6.4 COMPOSITION OF THE RECLASSIFICATION REVIEW

- A. The District and CSEA have established a joint committee to review unit member-initiated applications for reclassification.
- B. The Reclassification Review Committee is composed of:
 - 1. Three representatives from CSEA, appointed by CSEA.
 - 2. Three representatives from the District at large appointed by the Superintendent/President.
 - 3. The Vice President of Human Resources and Employee Relations or designee shall serve as the chair and non-voting member of the committee.
 - 4. A Human Resource representative shall serve as a resource and non-voting member of the committee.
- C. Any member with a "direct" conflict shall excuse themselves from the discussion and voting of the request.

The meaning of "direct" is interpreted as follows:

- 1. Any committee member who occupies the same classification of the unit member(s) being reviewed.
- 2. Any committee member who has the responsibility of immediate supervision of the unit member(s) scheduled for review.
- 3. Any committee member who has a personal relationship with the unit member applicant. Personal relationship shall fall within the definition of immediate family member (Article XII) or where such relationship has the

- potential for creating an adverse impact, including bias recommendations, on the reclassification process.
- 4. Any committee member who has been a party in a formal complaint or grievance by or against the applicant unit member, where the applicant unit member requests that the committee member be recused, and where the Committee Chair determines that recusal is in the best interest of the Committee.
- 5. Any committee member who has noted disagreements with either the employee(s) or immediate supervisor.
- 6. Any committee member whose request is being reviewed by the committee.
- D. If any committee member is required to recuse themselves as provided herein for the specific reclassification request that creates a conflict, the District and/or CSEA may provide a substitute for their respective recused member.

6.5 MEETING SCHEDULE/TIMELINES/PROCESS

- A. All requests for reclassification must be submitted to the Office of Human Resources and the requester's immediate supervisor on the "Reclassification Questionnaire" form by the October 1st of each year. Forms are available from the Office of Human Resources, President of CSEA, and the unit member portal. An application will be considered complete if the following is submitted by the October 1st deadline:
 - 1. Reclassification Questionnaire (all form components must be completed)
 - 2. Requests may be submitted prior to the established deadline, but no earlier than August 15th.
- B. Incomplete applications will be rejected, and the applicant will be notified of the Rejection by October 5th or the next business day if it falls on a weekend. Applicants may submit a corrected, complete application so long as the unit member's position is otherwise eligible for reclassification, and the corrected, complete application is submitted by October 10th deadline, or the next business day if the 10th falls on a weekend.
- C. By November 10th or next business day if the 10th falls on a weekend, the Office of Human Resources will distribute and collect Supervisor Questionnaires for complete reclassification requests. The immediate supervisor's comments are only to validate the job duties of the unit member. The immediate supervisor will not be asked to support/not support the application. The supervisor must respond in writing to the Office of Human Resources with fifteen (15) working days of receiving the "Classification Questionnaire".
- D. The Committee shall review reclassification requests received from unit member(s) once annually.
 - 1. The Reclassification Review Committee shall meet for an initial meeting, which shall include an orientation led by the Committee Chair. The orientation will include an overview of the procedure, timeline, expectations, and protocols for Committee members.

- 2. This initial meeting shall occur by mid-November following the October 1st submissions to review the complete requests for eligible reclassifications, and continue to meet throughout the academic year as needed to complete its duties described in Article 6.5.
- E. From November March 31st, the committee will be responsible for reviewing materials submitted, conducting interviews, and making a recommendation.
 - 1. The committee shall review the reclassification questionnaire and any supporting materials submitted by the unit member or immediate supervisor prior to the scheduled interviews. Committee members should be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.
 - 2. The committee will schedule an interview with the unit member (who may bring a representative) and immediate supervisor. The interviews shall be conducted separately. The purpose of the interviews is to gather information and to clarify any ambiguities. The unit member (s) will be allowed one hour to present information pertaining to the reasons for the request for reclassification. As part of the interview, Committee members will be allowed fifteen (15) minutes for questions once the applicant's presentation is completed.
 - 3. The committee may elect to conduct field interviews to validate whether the totality of circumstances warrants a reclassification, based on the criteria identified in Article 6.1 (D), 6.2 (A), and 6.2 (C).
 - 4. Following the interview, committee members shall refrain from independently gathering or clarifying information with unit member (s) and the immediate supervisor. Should any follow-up questions arise, the Human Resources representative may contact the unit member or supervisor and reconvene the committee for more questions.
 - 5. Committee members shall participate in discussions pertaining to the merit of the request based on the guidelines for reclassification identified in Article 6.2 (A).
 - 6. Committee members will vote on a recommendation following the interview and consideration of any follow-up information gathered. At this time, the committee will reduce its recommendation to writing, including any recommended salary adjustment and/or modifications to duties, and provide its written recommendations to the Vice President of Human Resources and Employee Relations.
- F. By April 1st, the Committee will submit its preliminary recommendations to the Vice President of Human Resources and Employee Relations.

- G. By May 1st, the Office of Human Resources will submit the Committee's final recommendation to the Superintendent/President and President of CSEA.
- H. By May 15th of the year following the date the request was submitted, the Office of Human Resources will inform the unit member (s), their representative, and immediate supervisor of the Committee's disposition of their request.
- I. After May 15th, the District and CSEA shall have the right to negotiate the Reclassification Committee recommendations, regardless of whether they are unanimous or not.
- J. NO WAIVER OF COLLECTIVE BARGAINING RIGHTS REGARDING WAGES, HOURS, TERMS AND CONDITONS OF EMPLOYMENT.
- K. It is the intent of the Reclassification Review Committee structure to complement the collective bargaining process, and it is recognized that participation in this process is not a waiver of negotiation rights on any subjects occurring as a result of the committee deliberations or recommendations.

6.6 RECLASSIFICATION ELIGIBLITY

- A. A reclassification request may be initiated by an unit member or CSEA, on behalf of an individual unit member, with that unit member's approval.
- B. An individual incumbent must have worked permanently in a classification they are seeking reclassification for a period of eighteen (18) consecutive months before the unit member is eligible to submit a request for reclassification.
- C. The Committee will not consider requests submitted and examined, whether approved or not approved, the previous two years unless significant and permanent changes in job duties warrant such a review. Consistent with Section 6.1 (D) and 6.2 (B) and 6.2 (C), an increase in the volume of work is not a basis for reclassification. The Vice President of Human Resources and Employee Relations or designee shall determine if an additional review is warranted.
- D. New positions must be established for a period of eighteen (18) months before reclassification can be considered.

6.7 RECLASSIFICATION ADVANCEMENT

In the event a unit member is moved to a higher range due to a change in classification or due to reclassification, the unit member shall be placed in the new range, that allows for a minimum of 5% increase in salary.

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

ARTICLE VII: COMPENSATION

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

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

7.4 Annual Compensation

7.4.1. For the 2024-2025 fiscal year, all cells on the Classified Salary Schedule will be increased by the COLA as funded per the State Budget on July 1. Such increase shall be effective July 1, 2024.

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

ARTICLE VIII: COMPENSATION IN ADDITION TO SALARY

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

- 8.2.1 Classified WOOC in a management or confidential position shall have their Association fees stopped until they return to their bargaining unit position.
- 8.3 Night Shift Differential. Unit members with fifty (50) percent or more of their assigned work shift commencing after 8:00 P.M. and prior to 7:30 A.M. shall be paid a shift differential of five percent (5%) above their regular rate of pay for all hours worked. Unit members who receive a shift differential premium shall not lose such differential premium when assigned temporarily to a different shift.

8.3.1 Split-Shift Differential

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

- 8.4 Credit for Prior Training and/or Experience. Unit members who are returning to the service of the District shall receive full credit for their prior experience with the District and shall be minimally placed on their last District step/column held provided (1) that they return to the identical position in which they last provided service and (2) that they return within eighteen (18) calendar months from the date of their last separation.
- 8.5 Longevity. Each full-time and part-time unit member who has been continuously in the classified service of the District for ten full years or more figured from adjusted anniversary date of employment (as defined in 7.3) shall be eligible for a longevity increment effective July 1st of each year in accordance with the following scale:

10 full years or more	\$85.00 per month
15 full years or more	\$105.00 per month
20 full years or more	\$130.00 per month
25 full years or more	\$190.00 per month
30 full years or more	\$230.00 per month
35 full years or more	\$270.00 per month
40 full years or more	\$310.00 per month

8.6 Bilingual Increment. Where there is not an existing bilingual job description for the unit member's classification, unit members certified and assigned by the District shall have their pay adjusted upward by 5% for the entire period they

- are required by management to utilize specified bilingual skills on a regular basis in the performance of District duties.
- 8.7 Doctorate Stipend: Upon completion and evidence of an earned doctorate degree, unit members are eligible for an annual \$2,000 doctorate stipend, effective July 1, 2021.
- 8.8 Diversity, Equity, Inclusion, and Accessibility (DEIA) Stipend: There will be a maximum of \$5,000 per fiscal year allocated to Diversity, Equity, Inclusion, and Accessibility training for the bargaining unit. Upon evidence of completion of 20 hours of diversity, equity, inclusion, and accessibility professional development training (pre-approved by the Vice President of Human Resources or designee), unit members may be eligible to receive a one-time \$500 stipend ("DEIA Stipend") in the month following verified completion of the 20 hours of training. Unit members who receive reimbursement for professional growth for diversity, equity, inclusion and accessibility courses will not qualify for this stipend. Unit members will be eligible for a new, one-time stipend beginning five years from the date they last received a DEIA stipend, upon evidence of completion of a new 20-hour, pre-approved training program.

ARTICLE IX: HEALTH AND WELFARE BENEFITS

- 9.1 The levels of medical, dental, prescription, vision, employee assistance, long-term care life insurance, and accidental death and dismemberment insurance shall be maintained. Beginning October 1, 2011 and continuing thereafter, the contract year with the providers shall be effective from October 1st to September 30th unless otherwise agreed to with the Association. As such, if changes to providers are made, those changes will occur at the end of that contract year.
 - 9.1.1 The District shall provide the Association with written notice and shall bargain any change in providers or plans resulting in a substantive change in the current level of costs or benefits being offered to unit members.
 - If the District desires a change in providers or plans that do not result in a substantive change to the level of costs or benefits currently being provided to unit members, the District will provide the Association with advance written notice and documentation of the level of coverage offered by the new provider or plans prior to the change taking place. However, the District shall only be obligated to negotiate the change in providers or plans if it is determined that there is a substantive change in the level of costs or benefits being provided.
 - 9.1.2. Bargaining unit members hired after September 1, 2008 shall be eligible to participate in health and welfare benefits on the first date of the month following their first day of paid service, provided that first day of paid service was on or

before the 15th day of the month. If a bargaining unit member provides their first date of paid service on the 16th day of the month or later, they will be eligible to participate in health and welfare benefits on the first day of the second month following their first day of paid service. For example, a bargaining unit member whose first day of paid service is any day from September 1 to September 15 will be eligible to participate in health and welfare benefits on October 1. However, a bargaining unit member whose first day of paid service is any day from September 16 to September 30 will be eligible to participate in health and welfare benefits on November 1. When a unit member returns from unpaid status, they will be eligible to participate in health and welfare benefits on the first day of the first month following their first day of paid service.

- 9.2 Effective October 1, 2024, and continuing thereafter, the maximum district contribution for medical, dental, vision, prescription, unit member assistance, long term care (if applicable), accidental death and dismemberment, and life insurance shall be \$21,375.00 annually, \$1,781.25 per month per eligible bargaining unit member.
 - 9.2.1 An employee shall have no entitlement to the difference in the event the monthly cost of benefits selected by the employee is the less than the District's maximum monthly contributions as set forth in Section 9.2.
 - 9.2.2 Any amount in excess of the District's monthly or yearly contribution shall be the unit member's obligation and shall be deducted from the member's monthly salary as a pre-tax payroll deduction. In addition, the unit member shall be responsible for all other expenses and changes associated with the health plan of their choice, including, but not limited to, deductibles, co-pays, covered services and products or other out-of-pocket expenses (non-premium costs) associated with each plan.
 - 9.2.3 The parties agree that District contributions to the health and welfare reserve, as outlined in sections 9.2.5 through 9.2.6, shall cease effective July 1, 2025.

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

- 9.2.4 No later than five working days after May 1 of each year, the District shall determine the number of eligible bargaining unit members and provide the Association with a roster of those members. Thereafter the Association shall reallocate these funds towards the purchase of health and welfare benefits for its members. The Association shall notify the Human Resources Department immediately upon determination by the bargaining unit of the payroll deductions, if any, for that plan year.
- 9.2.5 For new bargaining unit members hired after May 1st, who are eligible for health benefits and were not captured in the annual determination of aggregate maximum projected annual contribution, the monthly premium costs for such members are not deducted from the Association's reserve funds.
 - (a) When a bargaining unit member separates from the district and is not eligible for Early Retiree H&W Benefits, those premium costs not paid by the district do not reduce the reserve. Such savings remaining of the District contribution are retained by the Association. However, should new hires replace such members, those costs are deducted from the Association's reserve.
 - (b) When a bargaining unit member retires and is eligible for District paid H&W Benefits, the early retired bargaining unit member continues to pay the same payroll deduction amount as active members. The actual premium costs for such members adjust at retirement, therefore the actual tiered retiree premium costs are then subtracted from the reserve.
- 9.2.6 The amount of the district's contractual contribution, plus the unit member deductions related to health and welfare, minus the actual premium costs paid, shall be retained by the Association to be allocated towards the purchase of health and welfare benefits.
- 9.3 CSEA shall have the right to appoint two members to the Employee Health and Welfare Benefits Committee as that Committee is defined in **APPENDIX C.** CSEA committee members chosen by CSEA cannot agree to any changes to classified employees District health and welfare plan benefits on behalf of CSEA or its members. Any proposed or recommended changes which may be forwarded by the Health and Welfare Benefits Committee are subject to the collective bargaining process between the District and CSEA, and may not be implemented unless and until both parties have agreed to and ratified such changes.
 - 9.3.1 The District and CSEA agree to begin negotiations when premium estimates and plan designs are available for the next fiscal year. Upon agreement of health and welfare premiums and plan design, the parties

agree to pursue ratification of a health and welfare benefits tentative agreement separately from the remainder of any other pending reopener or successor agreement negotiations. The District agrees that no aspect of the District health and welfare benefits provision of this Agreement will be changed prior to completion of the collective bargaining process regarding changes to such benefits. For unit members who have a benefit-effective date of October 1, 2024, or before, a long-term care plan will be provided as a part of the district-provided benefit package.

Self-Insured Schools of California (SISC) Medical Plans

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

Dental Plans

• Anthem DHMO: Dental Net Plan 550

• Delta Dental PPO (ACSIG)

Vision: Anthem Blue View Vision

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

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

- 9.4 Domestic partner health benefits, including those for retired members, are available to unit members and their domestic partners (as defined). Domestic partnership must be registered in the State of California to be eligible. The terms and conditions domestic partner health benefits are set forth in **APPENDIX F** of this agreement.
- 9.5 Medical Coverage for Retired Unit Members. The District will provide retiring unit members who have attained age fifty-five (55) and have rendered at least ten (10) years of full-time service for the District with the same medical coverage as provided to actively employed unit members. Retirees shall receive the same level of benefits which active unit members are receiving during that same year. The coverage shall be provided until the retired unit member attains age sixty-five (65), or becomes

eligible for social security medical benefits, whichever is sooner. A "year of full-time service" shall be defined as employment for 1720 or more working hours per fiscal year. The immediate supervisor shall be notified at least thirty (30) days prior to the transition date from active to retirement status.

- 9.5.1 In addition to and separate from the benefit provided by Section 9.5, the District shall permit any eligible retiring (full-time) bargaining unit member who has met the criteria in 9.5 to enroll in the health and welfare benefit plan and/or dental care benefit plan or vison plan currently provided to its current bargaining unit members. The District shall also permit the enrollment of the former eligible (full-time) unit member's spouse and any surviving spouse of a former eligible (full-time) bargaining unit member who either retired from the District and was at least 55 years old, or was, at the time of his or her death, employed by the District as a classified unit member and was a vested member of the California Public Employees' Retirement System who was at least 55 years old.
 - 9.5.1.1 The Enrollment pursuant to this section shall be at the expense of the retiree, their spouse or surviving spouse. The District does not pay for the benefit provided by this Section. The retiree, spouse or surviving spouse will be required to pay all premiums, and other charges, including any increases in the rate premiums.
 - 9.5.2 A spouse of a living former eligible bargaining unit member will only be eligible for the benefits provided for in this section if the retiree themselves, is taking (and therefore paying for) benefits pursuant to this section.
 - 9.5.3 This section does not apply to either the new spouse upon the remarriage of a surviving spouse of a former eligible classified unit member or the children of a classified or former eligible classified unit member.
 - 9.5.4 Said benefit plan shall be operational immediately and shall cover any retirees whose effective retirement date is on or after January 1, 2001.

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

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

shall be required for enrollment if the retiree, spouse or surviving spouse qualifies to purchase it.

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

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

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

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

ARTICLE X: RETIREMENT BENEFITS

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

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

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

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

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

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

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

ARTICLE XI: HOURS

- 11.1 Workweek/Workday. A regular workweek of a full-time unit member shall be forty (40) hours and the regular workday shall be eight (8) hours exclusive of lunch. The initial scheduling of hours and workdays shall be at the discretion of the District. Position start and end times shall be indicated in the job announcement. Temporary rescheduling of not more than 22 work days within the fiscal year to meet an urgent need of the District shall be approved by the appropriate Administrator. The appropriate Administrator shall provide the affected unit member(s) with a minimum of five (5) working days' notice and will meet with affected unit member(s) regarding any dispute concerning temporary hours. By mutual agreement, notice time can be less than five (5) working days. This Article shall not restrict extension of the regular workday or workweek on an overtime basis when necessary to carry on the business of the District.
 - 11.1.1 Rescheduling for periods of more than 22 work days may occur provided that there has been mutual written agreement between the affected employee and the District.
 - 11.1.2 Flexible Work Hours. Unit members may request a change in assigned work hours or work days. The requested change is subject to the approval of the unit member's immediate supervisor and appropriate Administrator. Any requested change in hours or days worked must accommodate the intended duties and responsibilities of the unit member's position. Changes requested by the unit member under this section shall be in writing and have the required approvals prior to any changes. This section in no way implies any conflict with the District's exclusive right to establish days and hours to be worked for all positions. The section shall not conflict with any laws of the State of California or the federal government regarding hours worked.

11.2 4/40 Work Schedules

11.2.1 4/40 Summer Work Schedule: As a part of a district-wide effort to conserve resources and to provide unit members with a shortened workweek and lengthened weekends, unless one of the Parties requests by March 1, of that calendar year that it not be implemented, Administration will activate a four-forty (4/40) Summer Work Schedule between June and mid-August of each year under the following conditions:

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

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

from work. In these instances, adjustments in hours/days will be required to that the unit member may attend such events.

For those unit members who are working the 4/40 schedule at sites not open five days a week, when a Holiday occurs and the unit member is unable to fulfill their hourly assignment, those bargaining unit members shall receive ten hours for the holiday. The decision of the supervisor and/or manager to establish or eliminate alternative work opportunities as described above is not grievable by the unit member or CSEA.

11.3 Work year for employees less than twelve (12) months:

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

11.4 Number of Days Assigned are as follows:

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

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

- 11.5 Overtime. Hours authorized by the District in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week shall be compensated at a rate of pay equal to time and one-half the regular rate of pay. Hours worked during scheduled holidays in accordance with Education Code Section 88203 shall be compensated at a rate of time and one-half the regular rate of pay in addition to regular pay. All overtime shall be approved first by the unit member's immediate supervisor or designee.
 - 11.5.1 Overtime shall be offered to all unit member within a classification, within the same area or office, prior to offering the overtime to unit members outside the same area, office or classification. The District shall, to the best of its ability, equalize the overtime within a classification for persons in the same service area or office. For purposes of this Section, "the same area or office" will mean one that is under the supervision of an identified supervisor or within the same physical location.

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

- 11.6 Compensatory Time. In lieu of overtime pay, a unit member, may elect compensatory time instead. When compensatory time off is elected in lieu of cash compensation, such compensatory time off, at the appropriate overtime rate, shall be taken by the end of the fiscal year in which it was earned at times mutually agreed to between the unit member and the immediate supervisor. The unit member may not accumulate more than forty hours of compensatory time (which is 26.66 hours of overtime compensation X 1.5 for each overtime hour worked) within any fiscal year. A unit member shall be compensated on a cash basis at the appropriate rate in cases where the District has not afforded the unit member the opportunity to take compensatory time by June 14th of the fiscal year in which it was earned.
- 11.7 Lunch Periods. The normal lunch period for unit members who work more than six (6) hours per day shall be one hour. Lunch periods shall occur at or near the midpoint of the shift. Upon request of the unit member, this period may be reduced to one-half hour with approval of the immediate supervisor or designee. Rest periods cannot be used to extend lunch periods.
- 11.8 Rest Periods. Unit members working four consecutive hours or more per day shall be entitled to one 15 minute rest period at or about the middle of each four hour work period. Rest periods may not be worked in lieu of a shortened workday.
- 11.9 The custodial shift shall be generally defined as Monday through Thursday from 6:00 PM to 2:30 AM (eight hour work day with ½ hour for lunch); Friday from 10:30 AM to 7:00 PM (eight hour work day with ½ hour for lunch). During times such as intercession days between semesters and the summer schedule, administration may move the beginning and end times to accommodate a schedule more oriented to a day shift

calendar. There will be no change in shift differential unless there is a permanent change in schedule. The supervisor may move the custodial or grounds staff schedules during summer months to be more conducive to climate conditions.

- 11.9.1 Effective as of date of ratification the District may add alternative custodial fixed shifts as needed by the District which shall be filled by new employees.
- 11.9.2 Employees currently working the schedule as defined per Article 11.9 may move to an alternative shift with the mutual agreement of the unit member and direct supervisor.
- 11.10 In addition to the provisions of Articles 11.1 and 11.1.1, if a supervisor wants to change a start time of the shift of a bargaining unit member, CSEA agrees to meet and negotiate within two (2) weeks of being notified by the District of the supervisor's intent.

ARTICLE XII: LEAVES

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

12.2 Sick Leave

- 12.2.1 Full-time unit members shall accrue one (1) day leave with full pay for each month of service during the year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
- 12.2.2 Family Illness Leave. In any fiscal year, unit members may use half of the current year's annual accrual of sick leave for illness or injury of a parent, child, spouse, or domestic partner. This provision applies only to sick leave accrued pursuant to Section 12.2.1 An employee who has first exhausted Family Illness Leave under this section, may then use his/her remaining Personal Necessity Leave to care for the sickness of a child, parent, spouse, or domestic partner (as defined by law).
 - 12.2.3 Extended Illness or Injury Leave (Paid Leave)

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

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

- 12.2.4 If a unit member does not utilize the full amount of leave as authorized in 12.2.1 above in any fiscal year, the amount not utilized shall be accumulated from year to year.
- 12.2.5 The unit member must contact their immediate supervisor or designee as soon as the need to be absent is known. Notification shall be at least on (1) hour prior to the start of the workday or the beginning of the work shift, whenever possible.

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

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

12.3 Personal Necessity Leave

- 12.3.1 Leave which is credited under 12.2.1 of this Article, not to exceed seven (7) days in any fiscal year, may be used for purposes of personal necessity, charged against sick leave.
- Available days may be used for purposes, the nature of which cannot be attended to outside of regularly scheduled duty days. Before utilization of personal necessity leave, when the leave is foreseeable, a Unit Member shall arrange leave at a time which is mutually acceptable to the Unit Member and their supervisor and obtain prior approval from the appropriate management/supervisory person.
- 12.3.3 Except in the case of a verifiable emergency, personal necessity leave is not to be used immediately before or after a Unit Member's regularly scheduled vacation. Neither is personal necessity leave to be used for purposes of personal convenience which are not of an emergency nature or which can be accomplished within normal vacation leave days.
- 12.3.4 Purposes for which personal necessity leave may be used to include:
 - A. Death (after Bereavement Leave is used) or serious illness of a member of the Unit Member's immediate family;
 - B. An accident involving the Unit Member's person or property or the person or property of a Unit Member's immediate family;
 - C. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any other order made with jurisdiction;
 - D. Urgent personal business which requires presence at or in a time frame which falls within the Unit Member's regular work day, and which cannot be arranged outside of the Unit Member's normal work day.
 - E. Illness or injury of a parent, child, spouse, or domestic partner.
- 12.3.5 Personal necessity leave is provided under the provisions of the California Education Code. Any abuse or misuse of personal necessity leave shall be considered an act of dishonesty and will be subject to disciplinary action up to and including termination.

12.4 Bereavement Leave

- 12.4.1 A unit member shall be entitled to an absence from service with full salary for a period not to exceed three (3) work days regardless of number of hours scheduled to work, or five (5) work days when out-of-state travel or travel of more than 350 miles one way is necessary, for the death of any member of their immediate family. While bereavement days do not need to be taken consecutively, they must be taken within eight (8) consecutive work days of the first day taken. If extenuating circumstances require the use of bereavement days beyond the eight (8) work days, the unit member may request an extension to their immediate supervisor or designee. If a supervisor or manager suspects abuse of bereavement leave based on previous bereavement requests or a documented pattern of misuse of leaves or other evidence of misuse pertaining to travel, the supervisor may request that the unit member provide documentation of the location, mileage, and relationship for the bereavement leave upon return to work; unit member must submit requested documentation and obtain approval from supervisor prior to claiming bereavement leave on timesheet.
- 12.4.2 An absence from service with full salary for one working day shall be allowed for the death of any other close relative of the unit member with prior written approval from the immediate supervisor or the administrator of the area. Absence under this section is subject to approval from the immediate supervisor or the administrator of the area. "Close relative" for the purpose of this Section is defined as "aunt, uncle, niece or nephew" of the unit member or their spouse or domestic partner.

12.5 Pregnancy Disability

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

12.6 Industrial Accident Leave

12.6.1 Unit Members will be entitled to industrial accident leave according to the provision in Education Code Section 88192 for an injury which has qualified for workers' compensation insurance program.

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

12.7 Modified Return to Work Program

a. Modified work assignments are temporary assignments that allow a bargaining unit member who suffers a work injury or illness to progress to full duty status. A modified return-to-work program is a cost

containment tool which allows a unit member to return to work under conditions set forth herein.

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

12.8 Judicial Leave

- 12.8.1 Within five (5) days of receipt of notification of jury service, the unit member shall provide a copy of the official notification to the immediate supervisor and the Human Resources Office.
- 12.8.2 Immediate supervisors shall reschedule unit members working the swing or graveyard shifts to a daytime schedule during the period of jury service.
- 12.8.3 To avoid payroll adjustments and adverse effects on retirement, the unit member shall remit to the District the jury duty pay other than travel expense reimbursements.
- 12.8.4 The leave for jury service shall be granted for the number of days of attendance in court as certified by an authorized officer of the court. The unit member must provide proof of service and proof of attendance after it

has been completed. Bargaining unit members, who are required to report to jury duty and have served at least five (5) hours and past 1:30 p.m., shall not be required to report back to work that day. The unit member shall be responsible for notifying their supervisor prior to their absence. If released before 1:30 p.m., the unit member is required to return to work.

- The District shall not, in any way, discourage unit members from accepting jury service, but does, in accordance with Education Code Section 87036, reserve the right to discuss with affected unit members the practicality of seeking exemption or postponement when acceptance would materially disrupt District operations.
- 12.9 Military Leave: Leave of absence for active military service shall be granted as mandated by applicable state and federal law. For further information about this leave, contact a CSEA representative or the Human Resources Office and a military leave fact sheet will be provided.
- 12.10 Critical Illness in Immediate Family: An absence from service with full salary for a period not to exceed three (3) working days during any one fiscal year shall be allowed for a critical illness in the family. Such allowance shall not affect accumulated leave, and further, shall not be cumulative from year to year. The above three (3) days shall not be used until Personal Necessity Leave and sick leave permitted pursuant to Labor Code Section 233 (leave for illness or injuries of parents, children, spouses, or domestic partners as provided for in Section 12.2.2 of this Agreement) have been used. "Critical illness" shall be defined as one in which the person's life is in danger. The unit member shall have the responsibility of providing satisfactory certification that the illness is critical following their return to service.

12.11 Subpoena Leave

- 12.11.1 A unit member shall be granted a paid leave of absence when subpoenaed, during their work schedule, as a witness and not as a litigant in a court of law. The leave shall be granted for the time necessary to comply with the subpoena, including necessary travel time as certified by an authorized officer of the court. Upon notification to their supervisor, thirty (30) minutes shall be available to the unit member both prior to and after fulfilling the requirements of the subpoena.
- 12.11.2 After fulfilling the requirements of a subpoena, the unit member is not required to return to work to complete their regular daily assignment and need not use any leave to cover the remainder of the

work assignment. If a unit member has two hours or less remaining in their regular work schedule, they are not required to return to work if the appearance has occurred 50 or more miles from their assigned District work location. Exceptions may be approved by the immediate supervisor or designee.

- 12.11.3 Any unit member who requests that the Board of Trustees issue a subpoena for another unit member to testify at a discipline appeals hearing shall be assured that the District will permit said unit member to attend the hearing and that unit member shall receive paid subpoena leave pursuant to the article.
- 12.11.4 Subpoena leave shall not be accumulated from year to year. Compensation for such leave will be made up to a maximum of five (5) working days per year. The amount of such compensation shall be equivalent to but not more than the difference between the unit member's regular earnings and any amount received under the subpoena.
- 12.11.5 A unit member who has received a subpoena to appear at a grievance hearing shall be required to cover the leave to comply with the subpoena by using any appropriate leave as provided by this contract, including but not limited to, released time for Chapter business pursuant to Article 3.4.3.
- 12.12 Family and Medical Care Leave. In accordance with the provisions of Government Code Section 12945.2 and the Federal Family and Medical Care Leave Act (FMLA) of 1993, each Unit Member shall be eligible for an unpaid leave of absence, not to exceed twelve (12) working weeks (60 working days) (26 weeks for military caregiver) in a twelve (12) month period for the following purposes and under the enumerated conditions:
 - (a) Leave because of: 1) the birth of a child of the Unit Member, 2) the placement of a child with the Unit Member in connection with the adoption of that child by the Unit Member, or 3) the serious health condition of a child, parent, spouse or domestic partner of the Unit Member; 4) the placement of a son or daughter of the unit member for foster care, 5) a serious health condition that makes the unit member unable to perform the functions of the position; 6) a qualifying exigency as defined by the law; and 7) a military caregiver as provided by law;
 - (b) Unit Members shall retain all employment rights during the leave period and shall be guaranteed the right to return to the same or a similar position at the end of the leave period;

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

ARTICLE XIII: VACATION

- 13.1 Vacation time shall accrue from the first of the month nearest to the beginning date of employment.
- 13.2 Unit members shall accrue vacation at the rate set forth in Section 13.5. Vacation, with the approval of the unit member's immediate supervisor, may be taken at any time during the fiscal year. If the unit memberis not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next fiscal year or be paid upon the approval of the Superintendent/President. If, by March 1 of each fiscal year, an unit member has not taken or scheduled vacation during the remainder of the fiscal year so that their vacation accrual will not be greater than their annual accrual rate by June 30 of that fiscal year, the District will provide the unit member a written statement as to the number of vacation days to be scheduled.

The explicit intent of both parties is that vacation be scheduled and taken as paid time off. Consequently, if the unit member does not schedule their accrued vacation by March 15th, the unit member's immediate supervisor will meet with the unit member to jointly schedule the unit member's remaining vacation time for the

year. The purpose of this meeting will be to schedule vacation so that by the end of the fiscal year the unit member will not have more than one year's annual accrual on the books. In the event that an unit member and immediate supervisor cannot agree on a vacation schedule to bring the unit member's vacation hours below their annual accrual rate, the supervisor shall schedule the unit member's vacation for the unit member before June 30th of that year. Requests will not be unreasonably denied.

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

- 13.3 Vacation shall be used preferably during periods when students are not present unless otherwise approved due to workload changes or other special circumstances. Unit members shall use their vacation during months of their scheduled work periods, and not following the completion of their assigned days.
- 13.4 In so far as it is possible, vacation shall be scheduled to the mutual advantage of the unit member and the District. All requests for vacation must be approved in advance by the immediate supervisor. Request for vacation shall be submitted to the unit member's immediate supervisor, or administrator in charge if immediate supervisor is not available, in writing not less than two weeks in advance of the beginning of the vacation. The supervisor will approve or deny the request. Within one week of the submittal of the request by the unit member, the supervisor will give written notification to the unit member of the status of the request. Failure of the immediate supervisor to provide such written notification shall constitute approval. Request for vacation shall not be unreasonably denied. If an unit member with forty (40) hours (the maximum accrual) of compensatory time on the books (see Article 11.6) requests to use vacation, the unit member's supervisor may require that the unit member first use compensatory time for the leave requested.
- The amount of vacation time shall be based upon the length of service of the unit member, and shall accrue vacation on a monthly basis for each month of their designated work year. Part-time unit members shall receive vacation pay on a prorated basis. Appropriate proration is based on Full-Time Equivalent (FTE) multiplied by eight (8):

Length/Service	Earned Vacation					
	Per Month, Per Work Yea					
0-1 Yrs. Inc.	0.83 work days					
2-3 Yrs. Inc.	1.00 work days					
4-7 Yrs. Inc.	1.25 work days					
8-10 Yrs. Inc.	1.42 work days					
11-20 Yrs. Inc.	1.67 work days					
21- 24 Yrs. Inc.	1.75 work days					
25 & over	1.83 work days					

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

ARTICLE XIV: HOLIDAYS

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

Independence Day Legal Holiday Labor Day Legal Holiday Veteran's Day Legal Holiday Thanksgiving Day Legal Holiday Friday following Thanksgiving Local Holiday Winter Break Holiday (Three days total) Local Holiday Christmas Day Legal Holiday In lieu of Admissions Day Local Holiday Native American Day Local Holiday New Year's Day Legal Holiday Martin Luther King Day Legal Holiday Lincoln's Day Legal Holiday Washington's Day Legal Holiday Cesar Chavez Local Holiday Spring Recess Day Local Holiday Page 45

Memorial Day Legal Holiday

Juneteenth Legal Holiday

- 14.2 When a holiday herein listed falls on Sunday, the following Monday shall be deemed to be the holiday. When a holiday herein listed falls on Saturday, the preceding Friday shall be deemed to be the holiday with the exception of Lincoln's Day which shall be taken to coincide with the adopted school schedule in accordance with Education Code Section 79020.
- 14.3 For the July 4th Independence Day Holiday, bargaining unit members shall receive ten holiday hours. In the past, employees working the 4/40 work schedule during the summer months have been converted to the 5/40 work schedule during the week of the Independence Day holiday and have received eight hours for the holiday. Henceforth, for the workweek in which July 4th occurs, employees who are working a 4/40 schedule, will continue to do so. Those employees who only work the 5/40 work schedule, will also receive ten holiday hours for the July 4th Independence Day holiday. Given that such employees only work an eight hour day, the additional two holiday hours earned for the July 4th holiday shall be used by such employees on the Friday in the week of the July 4th holiday at the end of their shift. As such, those employees' workday will end two hours earlier than normal on that Friday.

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

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

14.4 Winter Break: The parties agree that the bargaining unit members will be on Winter Break from December 24-January 1. Given that the days of the week change each year, the parties acknowledge that December 24 may occur on a weekend or regular work day. However, given that regardless of the day of the week December 24 occurs, there are five workdays between December 24 and January 1, not including Christmas and New Year's Day, bargaining unit members (as well as confidential unit members) will cover those five workdays (and thus, be off from work between December 24 and January 1) as follows: the first three workdays (e.g., December 24, 26 and 27) will be covered with the following Local/Legal Holidays: 1) Winter Break Holiday (Local), 2) In Lieu of Admissions Day (Local), and 3) Native American Day (Local). The last two workdays of the Winter Break will be two additional Winter Break Holidays (Local). All active unit members will be paid

for the Holidays, for which they are eligible, that fall within the Winter Break, per their FTE's, regardless of their regularly scheduled hours or workdays.

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

If a vice president wishes to have an unit member(s), within a department under their control, work during the break they shall first determine if unit members within that classification wish to voluntarily accept that assignment. Volunteers will be assigned by seniority. When the number of volunteers is insufficient, assignments will be made based on reverse seniority.

- 14.5 The Two Local Holidays which are not being used during the Christmas/New Year Holiday Break, Friday following Thanksgiving and Spring Recess Day, will continue to be assigned to the Friday following Thanksgiving and Spring Friday.
- The Desert Community College District needs to have flexibility to schedule the Veteran's Day Holiday to ensure that the academic needs for the students' seat hours. The District needs to have the discretion to schedule this day according to the calendar or as needed within the District. If Veteran's Day (i.e., November 11) falls on a Tuesday, Wednesday or Thursday, the District agrees that it will meet with CSEA to discuss the date of the holiday before it is established. However, ultimately, the decision of when the holiday will occur is the District's. If the Veteran's Day holiday falls on any other day of the week (Friday through Monday) it will be celebrated on the day of the week set forth by Education Code section 79020.
- 14.7 Cesar Chavez holiday will be observed on the Thursday of Spring Break.
- 14.8 Compensation for any work performed during established holidays will be in compliance with California Education Code 88203.
- In the event the District requires any unit member to work a workweek other than Monday through Friday, and as a result thereof the unit member loses a holiday to which they would otherwise be entitled, that unit member shall be provided a substitute holiday, to be scheduled and taken within 60 days in the same fiscal year. Substitute holiday shall be scheduled after the observed holiday occurs and with supervisor approval, such approval shall be attached to the timesheet.

ARTICLE XV: VACANCIES and TRANSFERS

Unit members shall be given the opportunity to apply for new permanent classified positions or existing classified positions which are being filled. Application for such vacancies shall be filed by the unit member in writing with the Human Resources Office within the posting period. The selection of a unit member to fill a vacancy is at the discretion of the District. In all cases, unit member applicants who are not selected, upon the unit member's request, shall be given a written explanation of the District's decision within 30 days of the request. Current District unit members who meet the minimum qualifications for the vacant position shall receive one point in the screening process in recognition of the institutional experience to the District in staff retention. The point will be added to the current unit member's total at the time of initial application screening by committee, after the average points for all candidates is calculated.

Unit members on leave of absence who cannot personally file an application for vacancy due to illness or injury, may contact the District to arrange for an alternative procedure. The District shall send a notice of vacancy to unit members on leave of absence by email.

15.2 The District shall post vacant positions which are being filled on the employment opportunities webpage for a period of not less than six (6) working days prior to the closing of the vacancy.

TRANSFERS

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

- 15.3 A unit member may initiate a request for a lateral transfer to a vacancy posting within the unit member's same job classification, by submitting the transfer request at any time during the posting to the Human Resources Office. Eligible unit members on the transfer request list as of the closing date of the recruitment for the vacancy within their same job classification shall be offered an interview with the hiring manager along with other eligible applicants. The unit member shall submit an application for the benefit of the hiring manager's and interview committee's review during the interview process. Following the interview, the District will inform the unit member if the transfer request is approved or denied. A unit member's transfer request shall remain on file in the Human Resources Office for twelve (12) months, or when the transfer occurs, or when the unit member leaves the District, whichever occurs first.
- 15.4 The District may initiate a lateral transfer of unit members for identifiable operational related needs. Prior to such transfer, the District shall attempt to seek volunteers within the bargaining unit. The unit member selected shall be given a minimum of ten (10)

working days' notice, and a conference shall be held with the Superintendent/President or designee to discuss the basis for the transfer. Lateral transfers shall not be used to influence a layoff in lieu of statutory layoff procedures.

15.5 Transfer into a vacancy between sites may be initiated by a unit member or immediate supervisor and shall be granted upon mutual agreement between unit member and immediate supervisor when hours and assignment shall remain the same.

ARTICLE XVI: PROFESSIONAL GROWTH, STAFF DEVELOPMENT & DEPENDENT WAIVERS

16.1 **Professional Growth**

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

- A. Clarification of Purpose: The Classified Professional Growth Program is designed to provide an incentive for unit members to further their education, skills and training as it relates to their current work assignment. educational program will enhance job performances as well as services for the student, the District and the community by doing the following:
 - 1. Improve the standard of service;
 - Improve on-the-job 2.

performance:

- 3. Promote technological advancements;
- 4. Provide opportunities for personal growth;
- 5. Provide opportunities for advancement.
- 16.2 A maximum of \$1,200 per fiscal year may be granted to eligible, qualified employees to be used for reimbursement for verified costs of tuition, fees, books and supplies for approved credit classes of study or non-credit, GED and English as a Second Language (ESL) courses at College of the Desert or any other accredited college or university.
- 16.3 To qualify for reimbursement of educational expenses, a unit member must:
 - 16.3.1 Receive approval of the Professional Growth Committee for a planned course of study leading to improving skills related to the unit member's present position or which prepares the unit member for advancement to a position with the District, or prepares the unit member for a new career;

- Receive advanced Committee approval and enroll in a class which is a part of the approved plan;
- Submit a transcript from the institution attended evidencing completion of the class with a grade of "C" or better, or the equivalent;
- Submit documented proof of expenses related to the completed class, with Human Resources Office verification, to the Business Office for reimbursement.
- 16.4 Unit members who choose to enroll in courses offered at College of the Desert may rearrange their work schedules for not more than (A) five (5) hours per week for unit members who work 40 hours, and (B) three (3) hours per week for those who work fewer than 40 hours per week to attend those classes under the following conditions:
 - 16.4.1 Prior to enrolling in the class, secure written permission from the immediate supervisor to rearrange work hours in order to be released during the time which classes meet, and to make up those hours within the same day(s) in order not to exceed an eight hour work day;
 - 16.4.2 Submit an application to the Committee to enroll in the class;
 - 16.4.3 Confirm enrollment and attendance in the class with the immediate supervisor;
 - 16.4.4 Maintain satisfactory progress in the class as verified by the class instructor.
 - 16.4.5 A unit member may, on his/her own initiative, enroll in and attend a course offered during his/her regularly scheduled work hours with the mutual agreement of his/her immediate supervisor. This approval to take a class during regularly scheduled work hours is unrelated to the reimbursement provisions of Articles 16.2 and 16.3. The unit member will be required to make up one-half of the time spent in those classes which meet during the regular workday. Nothing herein is intended to prevent a unit member from taking a class(es) outside of his/her regular workday. Pursuant to Article 16.4, unit members may not take classes for more than five (5) or three (3) hours per week during their regularly scheduled work day, therefore the maximum amount of time that unit members need to make up for the day(s) in which they attend class is two and one half (2 ½) or one and one half (1 ½) hours per week. If a unit member is taking class on more than one workday in a workweek, he/she shall arrange in advance with his/her supervisor on which day(s) (that he/she is attending class) that he/she shall make up the work. In no case may a unit member make up time which will result in working more than eight (8) hours in a workday.
- 16.5 There shall be no limit to the number of units which an employee may take during a given semester or year as long as they fit within the above guidelines. However, no more than the prescribed \$1,200 shall be reimbursed in any fiscal year.

- 16.6 Upon ratification of the provisions of this Article by CSEA and the District Board of Trustees, and annually thereafter, a Professional Growth Committee shall be appointed consisting of three (3) unit members, two supervisors of classified employees and the Vice President of Human Resources and Employee Relations.
 - 16.6.1 The three unit members shall be appointed by CSEA using a process which CSEA determines;
 - 16.6.2 The supervisors shall be appointed by the District Superintendent/President.
 - 16.6.3 The initial Committee shall develop a process for application by unit members for consideration under the provisions of the Article.
 - 16.6.4 The Committee shall develop necessary forms, time lines and notification process to insure that all eligible unit members are made aware of the opportunity to apply for consideration each semester or quarter.
 - 16.6.5 The Committee shall be responsible for review of all applications for reimbursement under the Article, and to make recommendations for such reimbursement.
 - 16.6.6 The Committee shall review the process developed under 16.6.4 after its application for each of the first two semesters and recommend revisions in forms or process as necessary.

16.7 Staff Development

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

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

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

ARTICLE XVII: EVALUATION PROCEDURES

- 17.1 The primary purpose of evaluation shall be to assist unit member in improving job knowledge and skills and to recognize the unit member's contribution to the District, as well as to inform the member of areas where performance improvement is needed. (See Appendix G-Evaluation Factors). A unit member shall not attain permanent status in the classified service until that unit member has completed a probationary period in a class.
- 17.2 After initial probationary period for the classification, the District shall provide written evaluations to all permanent unit members every year which shall occur during the month of the unit member's anniversary date for the classification. Probationary unit members shall be evaluated at the end of the second and fifth months of employment. Evaluations shall be signed and dated by the evaluator and the unit member.
 - 17.2.1 If the evaluator has been the supervisor of the unit member for a period of two (2) months or less, then the evaluation will be delayed for two (2) additional months. This provision does not apply to promotional and probationary unit member.
- 17.3 Newly hired unit members, existing unit members selected or promoted into a new classification, or unit members rehired from the employment list, shall be subject to a probationary period of six (6) months. Probationary period may be modified as provided as Section 17.9.
 - 17.3.1 A permanent unit member who is serving a probationary period as a result of promotion or voluntary selection and who is found unsatisfactory in the new classification shall be reinstated in permanent status in the former classification, unless there is cause for dismissal from the District. Existing unit members returning back to their prior classification after an unsuccessful
 - probationary period shall be placed in their former position at the same salary range at which they left.
 - 17.3.2 New unit members serving in an initial probationary period may be suspended or dismissed at any time during the probationary period at the discretion of the District.
 - 17.3.3 A reemployed unit member who is found unsatisfactory in the new classification shall be placed back on the re-employment list and retain the following rights: If the person is reemployed in a new position and fails to complete the probationary period in the new position, they shall be returned to the reemployment list for the remainder of the 39-month or 63 month period. The remaining time period shall be calculated as the time remaining on the 39-month or 63-month period as of the date initial placement on the of reemployment list.
- 17.4 The evaluator shall be the unit member's immediate supervisor.

- 17.5 The unit member shall complete the self-evaluation prior to meeting with the supervisor.
- 17.6 The evaluator shall meet with the unit member to discuss the unit member's written evaluation. Said meeting shall include only the evaluator and the unit member. The unit member must sign the evaluation signifying only that the unit member has read the document. The unit member shall be provided the opportunity of attaching a written response within ten (10) working days which shall become part of the permanent record. The unit member may request and receive an opportunity to meet with the unit member's supervisor and the appropriate Administrator to discuss any components of the evaluation.
- 17.7 Evaluation shall include specific recommendations for improvement including objectives and timelines.
- 17.8 Only the evaluation procedure, not the contents of the evaluation shall be subject to the grievance procedure.
- 17.9 Unit members on an extended leave shall have their evaluation date correspondingly extended to reflect the leave. For probationary employees, the extension will be the amount of time the employee is on leave, but no more than three (3) months. For permanent employees, the new evaluation date will be based on the amount of calendar days in which the permanent employee was on leave.

ARTICLE XVIII: LAYOFF

- 18.1 Definitions and Reason for Layoff
 - 18.1.1 Employee An employee, for the purposes of this Article, is a permanent or probationary employee of the classified bargaining unit.
 - 18.1.2 Layoff A layoff is a reduction in force or a reduction in hours of classified employees.
 - 18.1.3 Reduction in Hours Any reduction in regularly assigned time.
 - 18.1.4 Seniority or Length of Service For the purposes of this Article means all hours in paid service, whether during the school year, a holiday recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis or temporary increase in hours. Time served in temporary assignments (i.e., out-of-class) shall not count towards seniority in the temporary classification.
 - 18.1.5 Effective Date of Layoff Shall be the day following the last actual working day.

18.2 Notice of Layoff

- When, as a result of reduction or elimination of the service being performed by any department where classified employees are subject to layoff for lack of work or funds, affected employees shall be notified by registered United States mail sent to the most recent address provided to the District by the employee. The notice shall be sent to the employee no later than March 15 for the ensuing academic year.
- When, as a result of the expiration of a specially funded program, where classified employees will be subject to layoff for lack or termination of funds, the employees shall receive notification of layoff in accordance with California Education Code Section 88017.

18.2.3 The layoff notice shall contain:

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

18.3 Displacement of Bargaining Unit Work

- A. A classified unit member may not be laid off if a short-term unit member is retained to render a service that the classified unit member is qualified to render.
- B. Persons laid off because of a lack of work or lack of funds are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.
- C. Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.

- D. Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be (at the option of the employee), returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.
- E. Those unit members laid off shall be eligible for rehiring in the class from which they were reduced or eliminated for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.
- F. If the person is reemployed in a new position and fails to complete the probationary period in the new position, they shall be returned to the reemployment list for the remainder of the 39-month or 63-month period. The remaining time period shall be calculated as the time remaining in the 39-month or 63-month period as of the date of reemployment, except the days worked in a reemployed position shall not count against the unit member's 39-month or 63-month period.

18.4 Bumping Rights

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

- 18.4.1 A permanent unit member who is laid off from a classification and who has previous permanent service in an equal or lower classification shall have the right to bump an employee, with less seniority, in an equal or lower classification that the impacted unit member has previously held.
- 18.4.2 A probationary unit member has bumping rights in an equal or lower classification in which permanency has been established.
- 18.4.3 An unit member who has been demoted in lieu of layoff shall be placed on the salary range of the lower classification, on a step that is closest to the unit member's present salary in the classification from which the unit member was demoted. Salary placement under this action shall not result in a salary increase for the impacted unit member.

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

18.5 Time Line to Exercise Bumping Rights

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

18.6 Layoff in Lieu of Bumping

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

18.7 Seniority Roster

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

18.8 Applicable Provisions

All other provisions pertaining to layoff and reinstatement found in the California Education Code regarding non-merit community college district classified employees shall be applicable, including procedures for and the employee's right to hearing set forth in California Education Code Section 88017.

ARTICLE 19: DISCIPLINES

19.1 DEFINITIONS

Disciplinary action includes:

- A. Reduction in pay: A reduction in a unit member's pay for either a definite or indefinite period.
- B. Demotion: An assignment to a lower classification or a different position for disciplinary reasons in non-layoff situations.
- C. Suspension: Temporary removal from employment of the District for a specific period without pay.

- D. Dismissal: Removal from employment of the District.
- E. Performance Improvement Conference. A unit member's immediate supervisor shall notify the unit member of deficiencies in their job performance that has been observed. The supervisor shall identify improvements needed and how the unit member may improve their performance. The immediate supervisor may provide a written improvement plan including previous discussions or counseling, coaching and training, as needed, to address the identified deficiencies. Documentation of the coaching shall not be placed in the unit member's personnel file.
- F. Written confirmation of oral counseling: A written confirmation of a meeting conducted by a supervisor in which a unit member is advised of the need to improve performance and/or to exhibit a change in behavior. During the meeting unsatisfactory or unacceptable behaviors or actions by the unit member are discussed and strategies for correcting these behaviors or actions shall also be outlined. The meeting is summarized in a memo and may be put in the unit member's personnel file after the unit member has been given the opportunity to provide a written response to its contents. The unit member's written response to the written confirmation of oral counseling is their only recourse and shall occur within thirty (30) calendar days after the receipt of the memo.
- G. Written reprimand: Documentation by the supervisor of a unit member's unacceptable behavior, actions, and/or performance which do not meet work standards. Such a reprimand shall be placed in the unit member's Personnel File after the unit member has been given the opportunity to respond in writing to its contents. The unit member must respond to a written reprimand within thirty (30) calendar days. Both the written reprimand and the response shall be placed in the Personnel file simultaneously. If no response is received within thirty (30) calendar days, the District may place the written reprimand in the member's Personnel file. The content of a written reprimand is not subject to the grievance process.

19.2 GROUNDS

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

- 1. Repeated absence, without notification.
- 2. Excessive absence.
- 3. Unexcused absences, including job abandonment.
- 4. Repeated unexcused tardiness.
- 5. Abuse of paid leave privilege.

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

- 19.2.1 The term "conviction" (or proof of commission of) as used above shall mean conviction in trial court based upon a plea of guilty or *nolo contendere* or a finding of guilty after a court or jury trial.
- 19.2.2 Sex and narcotic offenses: Any unit member charged by complaint, information or indictment filed in a court of competent jurisdiction with any sex offense as defined in Section 87010 of the Education Code, any narcotics offense as defined in Section 87011 of the Education Code, any other offense enumerated in Section 88123 of the Education Code, may be placed on a compulsory leave of absence for such period of time, and subject to such conditions, as set forth in Section 88123 of the Education Code.
- 19.2.3 Only with respect to Section 19.2.2, the Superintendent / President, or designated representative, has the authority to suspend a unit member pending action by the Board of Trustees, at its next scheduled meeting to place the unit member on a compulsory leave of absence.

19.3 PROCESS

No disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more tan two years preceding the date of filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could reasonably assumed the unit member should have disclosed the facts to the District.

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

- A. Any unit member against whom a disciplinary action is initiated by the District shall be given a Notice of Intent to Discipline (e.g. to suspend) from the supervisor.
- B. The notice shall contain the following:
 - 1. That the District is proposing discipline and the date the discipline will be effective if known.
 - 2. The specific grounds which support the disciplinary action as set forth in Article 19, Section 2.

- 3. The acts or omissions i.e. the facts which support the grounds for the disciplinary action.
- 4. That the unit member and/or representative shall have a right to view any attached documents which support the proposed disciplinary action.
- 5. Reference to any prior discipline which is relevant to the proposed discipline.
- 6. The unit member's right to a *Skelly* meeting with the Superintendent/President or their designee.

19.3.1 Paid Administrative Leave.

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

19.3.2 *Skelly* Meeting or Written Response.

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

The purpose of the *Skelly* meeting is to give the bargaining unit member an opportunity to respond to the charges. The *Skelly* meeting or written response is not a hearing. The bargaining unit member may not call witnesses. However, they may have one Chapter representative and may also have a CSEA Labor Relations Representative present and may bring written material in their attempt to mitigate or dismiss the proposed discipline. If the unit member chooses to have two representatives present during the *Skelly* meeting, only one of the representatives may act as the spokesperson for the unit member during the meeting. However, the unit

member may caucus with both representatives at any time during the meeting. If the unit member chooses to participate in a *Skelly* meeting, the meeting shall take place within ten (10) calendar days of the unit member's request for the meeting unless the unit member's and District's representatives mutually agree to a later date for the meeting.

The *Skelly* Officer (i.e. the District's representative at the *Skelly* meeting) shall be either the Superintendent/President or their designee. However, the designee may not be personally embroiled in any of the incidents giving rise to the proposed discipline. It is the intent of the District that the *Skelly* Officer be neutral, i.e. that they should not have been made part of the decision making process with respect to the proposed discipline. However, the *Skelly* Officer will have access to all of the evidence which the supervisor relied on in making their recommendations to propose discipline against the unit member prior to or after the *Skelly* meeting.

19.3.3 Notice of Discipline.

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

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

19.3.4 Hearing Procedure.

- A. REQUEST FOR HEARING. The Notice of Discipline shall notify the employee of their right to a hearing as provided in this article. The employee or their representative may submit a request to the Superintendent/President or designee in writing within ten (10) calendar days after service of the Notice of Discipline. A form shall be provided to the employee, the signing and submission of which shall constitute a demand for a hearing.
- B. The discipline hearing shall be held before the Board of Trustees. Within thirty (30) calendar days after receiving the request for hearing, the Board shall schedule a hearing.

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

- 1. The District has the burden of proving that the recommended discipline is warranted. Therefore, the District must present its case first.
- 2. The unit member may request that District employees be present as witnesses at the hearing by making a written request to the District's Vice President of Human Resources and Employee Relations at least ten (10) calendar days before the hearing.
- 3. The hearing will be recorded by the District and a copy of the recording will be made available to the employee upon their request.
- 4. Oral evidence shall be taken only on oath or affirmation.
- 5. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called them to testify; and to rebut

the evidence against them. If the accused unit member (respondent) does not testify on their own behalf, they may be called and examined as if under cross examination.

- 6. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admissions of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing and examining other evidence but shall not be sufficient standing by itself to support a finding unless it would be admissible over objection in civil actions.
- 7. At the conclusion of the hearing, the Board shall retire and deliberate in private. The Board can sustain, modify or rescind the proposed disciplinary action. The Board shall announce its decision and the vote of each Board member in public session at the meeting at which it makes the decision (which shall either be at the meeting immediately following the hearing or the next scheduled meeting) in accordance with Government Code Section 54957.1.

19.4 FAILURE TO APPEAR

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

19.5 DISCIPLINE POLICY APPLICATION

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

ARTICLE XX: CONCERTED ACTIVITIES

20.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and

responsibilities, or other interference with the operation of the District by CSEA or by its officers, agents, or members, or other unit members, during the term of this Agreement. In this regard, the CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. Failure by unit members to abide by the terms of this Article may result in disciplinary action.

ARTICLE XXI: SAFETY

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

ARTICLE XXII: ORGANIZATIONAL SECURITY

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

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

ARTICLE XXIII: SECURITY HOURS & ASSIGNMENTS

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

- they are available to work and their phone number. The onus is on the employee to provide the supervisor with current availability and phone number. The supervisor shall not be required to call employees for days that they have indicated they are not available.
- 23.4 The parties agree that, per Education Code 88003, the District reserves the right to employ substitutes for leaves other than as described in #2 above for vacation and holidays.

ARTICLE XXIV: EFFECT OF AGREEMENT

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

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

ARTICLE XXV: TERM

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

After June 30, 2027, the Agreement shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than April 15, 2027, nor earlier than January 15, 2027 of its request to modify, amend or terminate this Agreement.

Agreed and accepted this 18nd day of June 2025.

FOR CSEA	For The District				
Omar Fimbres	Levri & Wilgon				
Omar Fimbres, CSEA 407 President	Terri S. Wilson, Interim Vice President of Human Resources and Employee Relations				
Lutharaty	Prudence Chase				
Keith Prouty, Negotiator	Prudence Chase, Negotiator				
Marbella Ordaz, Negotiator	Carlos Maldonado (Jun 25, 2025 14:57 PDT) Carlos A. Maldonado, Negotiator				
Alma Gloria (Jun 24, 2025 11:11 PDT) Alma Gloria, Negotiator					
Juan L. Arroyo Juan Arroyo, (Jun 24, 2025/2:58 PDT) Juan Arroyo, Negotiator					
Samuel Turley, CSEA LRR	06/24/2025				

APPENDIX A: CLASSIFIED SALARY SCHEDULE



CLASSIFIED Salary Schedule 2024-2025

	1	2	3	4	5	6	7	8	9
	Α	В	С	D	E	F	G	Н	
1	-	17.58	18.46	19.38	20.35	21.37	22.43	23.55	24.73
	-	3,046.69	3,199.25	3,358.95	3,527.16	3,703.95	3,887.88	4,081.79	4,287.07
	•	36,560.28	38,391.00	40,307.40	42,325.92	44,447.40	46,654.56	48,981.48	51,444.84
	-	18.46	19.38	20.35	21.37	22.43	23.55	24.73	25.97
2	٠	3,199.25	3,358.95	3,527.16	3,703.95	3,887.88	4,081.79	4,287.07	4,500.92
		38,391.00	40,307.40	42,325.92	44,447.40	46,654.56	48,981.48	51,444.84	54,011.04
	-	19.38	20.35	21.37	22.43	23.55	24.73	25.97	27.28
3	٠	3,358.95	3,527.16	3,703.95	3,887.88	4,081.79	4,287.07	4,500.92	4,727.63
		40,307.40	42,325.92	44,447.40	46,654.56	48,981.48	51,444.84	54,011.04	56,731.56
		20.35	21.37	22.43	23.55	24.73	25.97	27.28	28.63
4		3,527.16	3,703.95	3,887.88	4,081.79	4,287.07	4,500.92	4,727.63	4,962.85
	•	42,325.92	44,447.40	46,654.56	48,981.48	51,444.84	54,011.04	56,731.56	59,554.20
	-	21.37	22.43	23.55	24.73	25.97	27.28	28.63	30.06
5		3,703.95	3,887.88	4,081.79	4,287.07	4,500.92	4,727.63	4,962.85	5,210.95
		44,447.40	46,654.56	48,981.48	51,444.84	54,011.04	56,731.56	59,554.20	62,531.40
	-	22.43	23.55	24.73	25.97	27.28	28.63	30.06	31.57
6		3,887.88	4,081.79	4,287.07	4,500.92	4,727.63	4,962.85	5,210.95	5,471.82
		46,654.56	48,981.48	51,444.84	54,011.04	56,731.56	59,554.20	62,531.40	65,661.84
	-	23.55	24.73	25.97	27.28	28.63	30.06	31.57	33.14
7	-	4,081.79	4,287.07	4,500.92	4,727.63	4,962.85	5,210.95	5,471.82	5,744.15
		48,981.48	51,444.84	54,011.04	56,731.56	59,554.20	62,531.40	65,661.84	68,929.80
8		24.73	25.97	27.28	28.63	30.06	31.57	33.14	34.80
		4,287.07	4,500.92	4,727.63	4,962.85	5,210.95	5,471.82	5,744.15	6,032.12
		51,444.84	54,011.04	56,731.56	59,554.20	62,531.40	65,661.84	68,929.80	72,385.44
	-	25.97	27.28	28.63	30.06	31.57	33.14	34.80	36.54
9		4,500.92	4,727.63	4,962.85	5,210.95	5,471.82	5,744.15	6,032.12	6,332.97
		54,011.04	56,731.56	59,554.20	62,531.40	65,661.84	68,929.80	72,385.44	75,995.64
10		27.28	28.63	30.06	31.57	33.14	34.80	36.54	38.37
		4,727.63	4,962.85	5,210.95	5,471.82	5,744.15	6,032.12	6,332.97	6,650.89
		56,731.56	59,554.20	62,531.40	65,661.84	68,929.80	72,385.44	75,995.64	79,810.68
		28.63	30.06	31.57	33.14	34.80	36.54	38.37	40.29
11	-	4,962.85	5,210.95	5,471.82	5,744.15	6,032.12	6,332.97	6,650.89	6,983.05
		59,554.20	62,531.40	65,661.84	68,929.80	72,385.44	75,995.64	79,810.68	83,796.60
	-	30.06	31.57	33.14	34.80	36.54	38.37	40.29	42.30
12	-	5,210.95	5,471.82	5,744.15	6,032.12	6,332.97	6,650.89	6,983.05	7,332.37
	-	62,531.40	65,661.84	68,929.80	72,385.44	75,995.64	79,810.68	83,796.60	87,988.44

	Α	В	С	D	E	F	G	Н	- 1
13		31.57	33.14	34.80	36.54	38.37	40.29	42.30	44.42
		5,471.82	5,744.15	6,032.12	6,332.97	6,650.89	6,983.05	7,332.37	7,698.76
		65,661.84	68,929.80	72,385.44	75,995.64	79,810.68	83,796.60	87,988.44	92,385.12
14		33.14	34.80	36.54	38.37	40.29	42.30	44.42	46.64
		5,744.15	6,032.12	6,332.97	6,650.89	6,983.05	7,332.37	7,698.76	8,083.73
		68,929.80	72,385.44	75,995.64	79,810.68	83,796.60	87,988.44	92,385.12	97,004.76
15		34.80	36.54	38.37	40.29	42.30	44.42	46.64	48.97
		6,032.12	6,332.97	6,650.89	6,983.05	7,332.37	7,698.76	8,083.73	8,487.19
		72,385.44	75,995.64	79,810.68	83,796.60	87,988.44	92,385.12	97,004.76	101,846.28
		36.54	38.37	40.29	42.30	44.42	46.64	48.97	51.42
16		6,332.97	6,650.89	6,983.05	7,332.37	7,698.76	8,083.73	8,487.19	8,912.03
		75,995.64	79,810.68	83,796.60	87,988.44	92,385.12	97,004.76	101,846.28	106,944.36
		38.37	40.29	42.30	44.42	46.64	48.97	51.42	53.99
17	-	6,650.89	6,983.05	7,332.37	7,698.76	8,083.73	8,487.19	8,912.03	9,358.30
	-	79,810.68	83,796.60	87,988.44	92,385.12	97,004.76	101,846.28	106,944.36	112,299.60
		40.29	42.30	44.42	46.64	48.97	51.42	53.99	56.69
18		6,983.05	7,332.37	7,698.76	8,083.73	8,487.19	8,912.03	9,358.30	9,825.92
		83,796.60	87,988.44	92,385.12	97,004.76	101,846.28	106,944.36	112,299.60	117,911.04
		42.30	44.42	46.64	48.97	51.42	53.99	56.69	59.53
19		7,332.37	7,698.76	8,083.73	8,487.19	8,912.03	9,358.30	9,825.92	10,317.76
		87,988.44	92,385.12	97,004.76	101,846.28	106,944.36	112,299.60	117,911.04	123,813.12
		44.42	46.64	48.97	51.42	53.99	56.69	59.53	62.50
20		7,698.76	8,083.73	8,487.19	8,912.03	9,358.30	9,825.92	10,317.76	10,832.46
		92,385.12	97,004.76	101,846.28	106,944.36	112,299.60	117,911.04	123,813.12	129,989.52
21		46.64	48.97	51.42	53.99	56.69	59.53	62.50	65.62
		8,083.73	8,487.19	8,912.03	9,358.30	9,825.92	10,317.76	10,832.46	11,374.25
		97,004.76	101,846.28	106,944.36	112,299.60	117,911.04	123,813.12	129,989.52	136,491.00
22		48.97	51.42	53.99	56.69	59.53	62.50	65.62	68.90
		8,487.19	8,912.03	9,358.30	9,825.92	10,317.76	10,832.46	11,374.25	11,943.07
		101,846.28	106,944.36	112,299.60	117,911.04	123,813.12	129,989.52	136,491.00	143,316.84
		51.42	53.99	56.69	59.53	62.50	65.62	68.90	72.35
23		8,912.03	9,358.30	9,825.92	10,317.76	10,832.46	11,374.25	11,943.07	12,540.45
		106,944.36	112,299.60	117,911.04	123,813.12	129,989.52	136,491.00	143,316.84	150,485.40
		53.99	56.69	59.53	62.50	65.62	68.90	72.35	75.97
24	-	9,358.30	9,825.92	10,317.76	10,832.46	11,374.25	11,943.07	12,540.45	13,167.78
		112,299.60	117,911.04	123,813.12	129,989.52	136,491.00	143,316.84	150,485.40	158,013.36
		56.69	59.53	62.50	65.62	68.90	72.35	75.97	79.77
25		9,825.92	10,317.76	10,832.46	11,374.25	11,943.07	12,540.45	13,167.78	13,826.45
		117,911.04	123,813.12	129,989.52	136,491.00	143,316.84	150,485.40	158,013.36	165,917.40

APPENDIX B: UNIT MEMBERS

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

Management, Supervisory, Foundation and Confidential Employees

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

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

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

APPENDIX C: HEALTH AND WELFARE COMMITTEE

The Committee shall consist of the following members:

- Two members appointed by the Faculty Association
- Two members appointed by the California School Employees Association, and its Chapter #407
- Two members appointed by the Adjunct Association
- One member elected by the Supervisory and Confidential employees;
- One Administrator appointed by the President who shall be the administrative chair.
- The Committee shall meet monthly during the academic year, September through May.
- The committee shall be responsible to:

- Research group insurance information and attend workshops and meetings in order to secure current data on health insurance and the cost of health insurance programs.
- Arrange competitive group insurance proposals as deemed appropriate
- Arrange insurance meetings for district staff to ask questions of Insurance Committee members, invited insurance brokers, and other insurance representatives
- Poll District staff about insurance coverage preferences as needed
- Make a recommendation for health and welfare coverage to the Superintendent/President
- Provide input from collective bargaining groups regarding health and welfare benefits

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

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

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

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

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

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

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

- 12.4.5 If a unit member enrolls in and attends classes that are directly related to his or her current work assignment at the request of the unit member's supervisor, the unit member shall be exempt from the requirements of Section 12.4.1. The decision of the supervisor concerning which individuals and the number of unit members excused from any work area under this provision shall be final.
- III. The expanded areas of plantings on the campus will require on-going maintenance. It is agreed that mature plantings and those which do not

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

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

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

Michael Watling
Arboretum Director

Michael Watling
Arboretum Director

President
CSEA Chapter 407

Albert J. Grafsky
District Chief Negotiator

APPENDIX E: REQUEST FOR PRESIDENTIAL PAID **RELEASE TIME FORM**

DESERT COMMUNITY COLLEGE DISTRICT

PURSUANT TO SECTION		ENTIAL PAID RELE CLASSIFIED BARGAINI		EEMENT
Name		Date of Request		
Employee Signature		Absence		
INSTRUCTIONS: A Request for by the Chapter President must be working days in advance prior to unless denied in writing by the standard denied.	e submitted to such release.	the supervisor or design Approval of such release	gnee at least thr ase time shall b	ee (3) e presumed
		[] Approved	1] Denied
CSEA President Signature	Date	Supervisor Sig	gnature	Date
Revised: February 2016	Upon	completion, please for	ward to Human	Resources

APPENDIX F: DOMESTIC PARTNERS HEALTH BENEFITS

ELIGIBILITY

Domestic Partners

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

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

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

WHEN COVERAGE STARTS

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

COST OF COVERAGE

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

OTHER LEGAL CONSEQUENCES

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

WHEN COVERAGE ENDS

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

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

You or your domestic partner must notify the Desert Community College Business Office as soon as possible, but in no event more than 60 days after any of these events have occurred, in writing by providing the District with a completed Statement of Dissolution of Domestic Partnership form and a Notice of Termination of Domestic Partnership pursuant to Family Code Section 299. Any loss suffered

by the Desert Community College District, its agents, employees, representatives and/or insurers as a result of failure by you or your domestic partner to send the Desert Community College District notice of termination of the domestic partnership will be the responsibility of the domestic partner who was obligated to send the notice. The Desert Community College District, its agents, employees, representatives and/or insurers shall be entitled to seek recovery from the partner who was obligated to send the notice for any actual loss resulting thereby.

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

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

----- ENROLLMENT INSTRUCTIONS -----

To cover your domestic partner you must:

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

DOMESTIC PARTNER HEALTH CARE ENROLLMENT STATEMENT			
To enroll	, in the Desert Community College of Domestic Partner) care plans as the Domestic Partner		
of(Name of Emp	, I declare and acknowledge my		
understanding that:			
All group health coverage	ge is governed by the terms of the underlying plan(s).		
	the requirements necessary to legally establish a domestic partnership under California law he Affidavit of Domestic Partnership establishing that my domestic partner and I reside ally interdependent.		
	al obligation to extend COBRA benefits, but has decided to offer limited continuation of ourtners as described in the attached Exhibit A.		
	ternal Revenue Service currently treats as imputed income to the employee the value of the ovided to domestic partners and their dependents.		
or in no event later than Section 299. I and/or n District, its agents, empl to send the Desert Com Statement of Dissolution proscribed in California agents, employees, representations.	rtner have an obligation to notify the Desert Community College District as soon as possible 60 days, of the termination of our domestic partnership, pursuant to California Family Code by domestic partner will be liable for any loss suffered by the Desert Community College loyees, representatives and/or insurers as a result of the failure of me or my domestic partner munity College notice of termination of the domestic partnership via the District's on of Domestic Partnership form and Notice of Termination of Domestic Partnership as Family Code Section 299. I acknowledge that the Desert Community College District, its esentatives and/or insurers shall be entitled to seek recovery from the domestic partner who e notice for any actual loss resulting thereby.		
Secretary of State and/o Statement of Dissolution partnership, and, therefore	ne required Notice of Termination of Domestic Partnership has been filed with the California or notice has been provided to the Desert Community College District via the District's on of Domestic Partnership form, the effective date of the termination of the domestic pere, the date on which coverage of my domestic partner, if any, will end according to the blans(s) in which they are enrolled, is the earliest date specified in California Family Code		
I agree to abide by the abov	re conditions prescribed by the domestic partner coverage.		
Date	Employee's Signature		
Employee's Social Security	Number Employee's Name (please print)		

Address, City, State, Zip

DESERT COMMUNITY COLLEGE DISTRICT AFFIDAVIT OF DOMESTIC PARTNERSHIP

I,	employee (print)	, certify th	at:
Name of	empioyee (print)		
I,	Name of employee (print)	, and	· · · · · · · · · · · · · · · · · · ·
1	Name of employee (print)	Domestic	Partner (print)
reside tog	ether and intend to do so inde	finitely at:	
			and
street add	ress	city,	zip
share the	common necessities of life;		
	n that we have agreed to be join during the domestic partnership	• •	r's basic living expenses
We affirm that neither person is married or is a member of another domestic partnership a the time we are seeking eligibility;			
	We affirm that we are not related by blood in any way that would prevent us from being married to each other in the State of California;		
We affirm	n that we are both persons who	are at least 18 years of age;	
We affirm that we are either members of the same sex or one or both of us meet the eligibility requirements under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(2) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Irrespective of the preceding sentence, we understand that persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62;			
We affirm	n that we are both canable of c	onsenting to the domestic par	rtnershin:

- 8. We affirm that neither of us has previously filed a Declaration of Domestic Partnership with the California Secretary of State that has not been terminated in accordance with Family Code Section 299;
- 9. We affirm that we have filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to Division 2.5 of the California Family Code.
- 10. We agree to notify the District as soon as possible, or in no event later than 60 days, after the termination of our domestic partnership in writing via the District's Statement of Dissolution of Domestic Partnership form. We further agree to provide the District with a copy of any Notice of Termination of Domestic Partnership we file with the California Secretary of State as soon as possible, or in no event later than 60 days after its filing. We acknowledge that the District, its agents, employees, representatives and/or insurers shall be entitled to seek recovery for any actual loss caused by the failure to provide notice of termination of the domestic partnership from the partner who was obligated to provide notice under California Family Code Section 299.

	statement made in this Affida	ns/employer/company who suffer any loss because of false avit or in connection with our application for eligibility of bring a civil action against us to recover their losses, including
	We affirm, under penalty of perour knowledge.	rjury, that the assertions in the Affidavit are true to the best of
Ī	Date	Signature of Employee
		Date of Birth:
_ 	Date	Signature of Domestic Partner
L		
TE LII	FORNIA LAW WHICH HA	Date of Birth: AY HAVE POTENTIAL LEGAL IMPLICATIONS UNDER S RECOGNIZED THAT NON-MARITAL COHABITING
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DESERT COMMUNITY COLLEGE DISTRICT STATEMENT OF DISSOLUTION OF DOMESTIC PARTNERSHIP

		, affirm under penalty Name
of	of em	ployee (print)
that:	1 3	
	1.	I,, and Name of employee (print)
		Name of employee (print)
		Domestic Partner (print)
		no longer reside together nor share the common necessities of life.
	2.	I affirm that the effective date of the dissolution of the domestic partnership is
		·
	3.	I affirm that the effective date of the dissolution statement has been mailed to the other partner.
		Signature
	of En	ployee Date

Exhibit A

CONTINUATION OF COVERAGE FOR DOMESTIC PARTNERS

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

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

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

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

APPENDIX G: EVALUATION FACTORS

Unit Members shall be evaluated on the following factors:

Attendance

Communication

Courtesy

Customer Service

Dependability

Diversity

Integrity and Trust

Interpersonal Skills

Job Knowledge

Job Performance

Teamwork

Technical Skills

Work Quality

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

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