

***SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT***



**CSEA CONTRACT  
July 1, 2008 – June 30, 2011**

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## **PREAMBLE**

This Agreement is made and entered into this 26<sup>th</sup> day of May, 2009 by and between the South Orange County Community College District, hereinafter referred to as District and South Orange County Community College Chapter 586, an affiliate of the California School Employees Association, hereinafter referred to as CSEA.

The District agrees that CSEA shall have the right to obtain Field and Legal Staff assistance for the purpose of representation in carrying out its obligations under this Agreement to its duty of fair representation.

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment as specified in the Educational Employment Relations Act (EERA).

The District recognizes that the employee organization provides a valuable contribution to the welfare of the District in its educational philosophy for the peaceful resolution of employer-employee relations.

## ARTICLE 1

### RECOGNITION

- 1.1 Acknowledgement:** The District hereby acknowledges that CSEA is the exclusive bargaining unit representative for the classified employees holding those positions described in Appendix A, of this Agreement. In the event the District amends its determination of management, confidential, and supervisory employees, the District shall notify CSEA. In the event CSEA disagrees with said designations, the parties shall attempt to reach agreement. Disputed cases shall be submitted to the Public Employees Relations Board (PERB) for resolution.
- 1.2 Scope of Representation:** The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms of employment specifically stated in the Equal Employees Relations Act (EERA).
- 1.3 Bargaining Unit Description:**
- 1.3.1** Included in the CSEA bargaining unit are regular part-time and full-time classified employees as set forth in Appendix D.
- 1.3.2** Excluded from the CSEA bargaining unit are all other employees not included under Section 1.3.1 above, including but not limited to management, confidential, and supervisory employees, short-term and substitute employees as defined under Education Code Section 88003, apprentices and professional experts employed on a temporary basis for a specific project, certificated employees, police officers and safety personnel.
- 1.3.3 Substitutes:** The District may employ substitutes in a vacant position for up to 90 working days in accordance with Section 88003 of the California Education Code.

## ARTICLE 2

### ORGANIZATIONAL SECURITY

**2.1 Check Off:** CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the District. The District shall pay to CSEA within thirty (30) days all sums so deducted.

**2.2 Dues Deduction:**

**2.2.1** Persons who become bargaining unit employees after the effective date of the Agreement and during the term of this Agreement shall, after being so notified by the District, have thirty (30) calendar days in which to notify the District in writing of their objections to paying a service fee to CSEA. If the objections are not declared in writing to the District within thirty (30) calendar days, then the new bargaining unit members shall be required to pay a service fee to CSEA for the duration of the Agreement. Such agency service fee may be paid by submitting a voluntary agency service fee deduction authorization form to the District, by direct annual payment to CSEA by October 1<sup>st</sup> of any school year, or by involuntary deduction from wages pursuant to Education Code Section 88167 which is the sole remedy in this Article for failure to voluntarily pay the agency service fee.

**2.2.2** CSEA shall comply with the following:

**2.2.2.1** Dues Year and Fiscal Year

CSEA shall notify bargaining unit members and the District of the dates of its fiscal year and its dues year.

**2.2.2.2** Annual Notice to Nonmembers

Prior to the commencement of any payment of an agency service fee including involuntary payroll deduction of the agency service fee, CSEA shall mail to all nonmembers an "Agency Service Fee Explanation and Notice of Right to Challenge," which shall be consistent with current law.

**2.2.2.3** Filing of Challenges

Nonmembers who wish to challenge the amount of the agency service fee may do so in a manner consistent with applicable law.

**2.2.3** Employees terminating employment with the District shall have the full representation fee withheld if they were on paid status for half the workdays in the month. No representation fee shall be withheld in the final month of employment if the terminating employee is on paid status fewer than half the workdays of the month. Employees laid off during the term of the Agreement shall return to the dues status that they held at the time of layoff.

## ARTICLE 2

### ORGANIZATIONAL SECURITY

- 2.2.4** CSEA agrees to indemnify and hold the District, its officers, employees, agents, representatives, Board of Trustees, and each individual Board member, harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article. The Association shall, within thirty (30) days of receipt of the request, pay to the District all costs associated with actions under this Article.
- 2.2.5** Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee may be required, in lieu of a service fee, to pay sums equal to such service fee either to a nonreligious, non labor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee. The District and CSEA shall require that proof of such payments be made on an annual basis to the District as a condition of continued exemption from the requirement of financial support to the recognized employee organization.
- 2.2.6** Any employee in the bargaining unit shall, in addition to whatever rights the employee may have not to pay a representation fee to CSEA, have the right to terminate his/her obligation to pay a representation fee to CSEA within a period of thirty (30) days from the expiration of the Collective Bargaining Agreement between the District and CSEA.
- 2.2.7** District agrees to continue dues deductions of a present employee member pursuant to the terms of the approved District form for such, provided it has been previously signed by the employee and was in the District's possession on or before the effective date of this contract.
- 2.2.8** New bargaining unit members, within sixty (60) days from the commencement of actual employment, must submit a dues or agency service fee voluntary deduction authorization form, or shall pay an amount not to exceed the amount allowed by current law directly to the CSEA. Failure to do either shall mean involuntary deduction from wages pursuant to Education Code Section 88167 which is the sole remedy in the Article for failure to voluntarily pay the agency service fees. No involuntary deduction shall occur unless the requirements in Section 2.2.1 and 2.2.2 have been completed.

## ARTICLE 2

### ORGANIZATIONAL SECURITY

- 2.2.9** All employees who, after thirty (30) days of the execution of this Agreement, are members of CSEA, and all employees who become members after that date shall, as a condition of continued employment, maintain their membership in CSEA for the duration of the Agreement.

Any bargaining unit member who is subject to the payment of a representational membership fee shall have the right to object to any part of that fee paid by him/her (which is claimed to represent the employee's additional prorata share of expenditures) by CSEA in aid of activity or causes of a political or non-representational nature. Objections shall be made to CSEA-Executive Director, 2045 Lundy, San Jose, CA 95131.



## **ARTICLE 3**

### **CSEA RIGHTS**

- 3.1 CSEA Rights:** CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- 3.1.1** The right of access at reasonable time to employees during non-work time to areas in which employees work as specified in the EERA.
  - 3.1.2** The right to use without charge institutional bulletin boards, mailboxes, District mail systems, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters in accordance with the law. E-mail transmissions shall not be used to advocate for or against political candidates or for political purposes in accordance with District Board Policy 4054 and related administrative regulations, or in furtherance of any activities prohibited by this agreement.
  - 3.1.3** The right to use, with approval, and in accordance with applicable college procedures, institutional equipment, facilities, and buildings.
  - 3.1.4** The right to review an employee's personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.
    - 3.1.4.1** The right to receive, upon request, a copy of any records which are required for the use of the employee and CSEA in utilizing the grievance procedure.
  - 3.1.5** Upon request, the right to be supplied with a complete roster of bargaining unit employees.
  - 3.1.6** Upon request, the right to receive one (1) copy of any and all written reports submitted to any other governmental agency.
  - 3.1.7** Upon request, the right to receive one (1) copy of any public budget or financial material, including the CCAF-311, submitted at any time to the governing board.
  - 3.1.8** Upon request, the right to review any other public material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
  - 3.1.9** The District shall provide office space for the duration of the Agreement. CSEA shall pay for telephone service.
  - 3.1.10** The District agrees to grant release time to each eligible delegate to the CSEA Annual Conference, and the District will continue to reimburse the actual and necessary expenses of one (1) eligible delegate to attend the CSEA Annual Conference. The District will not be responsible for expenses for the remainder of the Chapter delegates. The number of eligible delegates who will receive release time shall be in accordance with the criteria established pursuant to the CSEA State Constitution and Bylaws.

## ARTICLE 3

### CSEA RIGHTS

**3.1.11** Effective July 1, 2009, the Chapter President and/or designee shall be granted up to sixteen (16) hours per week of release time for CSEA Chapter business, exclusive of all other release time listed under other provisions of this Agreement. This release time is to be scheduled with the mutual agreement of the manager and the employee, and the schedule is to be reasonably set.

The Chapter President will supply the manager and the Office of Human Resources with a written schedule of the hours to be used for release time within five (5) working days of taking office. The Chapter President may assign any portion of his/her hours of release time to another employee for CSEA Chapter business. Before the designee uses any release time, the designee's hours will be scheduled with the mutual agreement of the manager and the employee, and the schedule is to be reasonably set. The CSEA Chapter President will supply his/her manager, the designee's manager and the Office of Human Resources with the revised schedule.

**3.1.12** Classified bargaining unit members selected for governance committee participation shall receive release time for actual service in said committee meetings for a maximum aggregate of up to ten percent (10%) of the bargaining unit member's assigned work week when committees are meeting. These employees shall provide their immediate supervisor with a written schedule of committee meetings at least five (5) workdays prior to the meeting unless an emergency committee meeting is called, in which case advance notice will be given as soon as possible. Any release time in addition to that set forth above shall require prior written approval of the College Vice President, Dean, or District Vice Chancellor, as appropriate. Such additional release time shall be approved equally for committee members designated by CSEA or by Classified Senate.

**3.1.13 No Discrimination on Account of CSEA Activity:** Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their right to engage in CSEA activities.

**3.2 Restriction on District Negotiations and Agreements:** The District shall conduct no negotiations, nor enter into any agreement with any other organization on matters concerning the rights of bargaining unit employees and/or CSEA without prior notice to and approval by CSEA of the negotiations and the agreement.

**3.2.1** In the event a shared governance committee addresses issues that fall within the scope of exclusive representation, CSEA shall select the classified bargaining unit member(s) who will serve on the committee.

## ARTICLE 3

### CSEA RIGHTS

**3.2.1.2** The following committees address, or have the potential to address, subject matters within the scope of exclusive representation:

1. Chancellor's Cabinet
2. District and College Safety Committees
3. District Health & Welfare Benefits Committee
4. College Budget Committees
5. College President's Council

**3.2.1.3** It is agreed that the above referenced committees may also discuss subject matter that is outside the scope of exclusive representation. With respect to subject matter outside the scope of exclusive representation, the committee is free to make recommendations and/or decisions pursuant to the provisions of AB 1725. Items that fall within CSEA's scope of exclusive representation and change existing working conditions shall not be the subject of committee recommendations and decisions; however, it is expressly understood that such items shall be promptly referred to the District and CSEA for negotiations.

**3.2.2** CSEA shall have the right to assign one-half (1/2) of the classified bargaining unit members on each of the designated classified staff development committees.

**3.3 Distribution of Contract:** Within forty-five (45) calendar days after the execution of this contract, and/or reopener agreements, the District shall provide a maximum of 50 copies to CSEA for distribution to bargaining unit members. The cost of duplication shall be shared equally between the District and CSEA. The CSEA contract will be included on the District website.

**3.4 Elimination of a Position or Class of Positions:** If the District proposes to eliminate a position or class of positions, it shall notify CSEA in writing and the parties shall meet and discuss the proposal.

**3.5 Student Workers:** The parties recognize the right of the District to utilize student workers pursuant to Education Code Section 88003. Employment of either full time or part time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services. Displacement of bargaining unit members under this Section means layoff or reduction in hours of a bargaining unit member or employment of a student worker in lieu of employment of a permanent bargaining unit member. The District shall provide CSEA, upon request, a list of all individuals employed as Specialist Aides detailing the nature of the assignment.

## ARTICLE 3

### CSEA RIGHTS

- 3.6 CSEA Schedule of In-Service Meetings:** CSEA shall have the right to hold one In-Service meeting per month on each campus for bargaining unit employees. Meetings will be scheduled in advance and CSEA shall advise the District in advance of those meetings. With approval from the immediate supervisor, bargaining unit employees shall be given ninety (90) minutes of release time to attend the meeting on their own campus.
- 3.7 Job Stewards:** The District recognizes the need and affirms the right of CSEA to designate Job Stewards from among employees in the unit. CSEA may select Job Stewards for the purpose of representing bargaining unit members in resolving employment issues at the lowest level of supervision. Job Stewards shall have authority on behalf of CSEA to assist in investigation, preparation, writing and presentation of grievances consistent with Article 14 (Grievance Procedure). In furtherance of these activities, Job Stewards may confer with CSEA Officers and/or CSEA staff personnel.
- 3.7.1** At the beginning of each school year, CSEA shall provide the District Human Resources Office with a list of CSEA Job Stewards. Notice of any changes to the list during the school year shall be provided by CSEA to the District Human Resources Office within five (5) working days of such change.
- 3.8 Duties and Responsibilities of Job Steward:** The grievant shall have the right to have his/her authorized CSEA Job Steward present at any step of the grievance procedure. The following shall be understood to constitute the duties and responsibilities of a Job Steward.
- 3.8.1** After notifying his/her immediate Supervisor, a Job Steward may assist in investigation, preparation, writing, and presentation of grievances. The Job Steward shall advise the Supervisor of the grievant of his/her presence. The Job Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

## ARTICLE 4

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.1 Management Rights and Responsibilities:** The District hereby retains and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of California, including, but not limited to, the foregoing rights to:
- 4.1.1** Establish the management organization; and administratively control and govern the District, its properties and facilities and the activities of its employees.
  - 4.1.2** Direct the work of its employees; determine the time and hours of operation; and determine the kinds and levels of services to be provided and the methods and means of providing those service including entering into contracts with private vendors for service as provided under the laws of the State of California.
  - 4.1.3** Hire all employees and determine their qualifications and the condition of their continued employment; discipline, dismiss, demote, promote, assign and transfer employees, except where such action would be in direct conflict with provisions set forth in this Agreement; contract out services or assign work outside of the bargaining unit subject to the limitations required in the Education Code and Public Contracts Code.
  - 4.1.4** Establish educational policies, goals, and objectives based on the District's mission; ensure the rights and educational opportunities of students; determine staffing patterns, and determine the number and kinds of personnel required in order to maintain the efficiency of District operations.
  - 4.1.5** Build, move or modify facilities; establish budget procedures; determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- 4.2 Exercise of Rights and Responsibilities:** The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States. The District reserves the right to take any reasonable necessary action in the event of an emergency, which is defined as a situation or occurrence of a serious nature which develops suddenly or unexpectedly and results in a temporary change in circumstances and demands immediate action.

## ARTICLE 5

### EVALUATIONS

- 5.1** Each permanent employee shall receive a written evaluation at least once every two years. New employees shall be on probation for twelve working months. Probationary employees shall be evaluated once during the initial six months of employment, and again prior to the end of the probationary period.
- 5.2** No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based upon the direct observation and knowledge of the evaluator or substantiated third-party information. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to all evaluations received.
- 5.2.1** An employee's performance evaluation shall not be discussed with other bargaining unit members or student help unless authorized by the employee.
- 5.2.2** Bargaining unit members shall not be required to attend or participate in another bargaining unit member's performance evaluation review conference unless serving in a CSEA representative capacity. Bargaining unit members shall be entitled to CSEA representation to the extent provided by law. Not more than two representatives of the employee and the District may attend the performance evaluation conference.
- 5.2.3** Attachments to the Employee's Performance Evaluation Review must relate to the rating area.
- 5.2.4** The Office of Human Resources shall provide any unit member who submits a written request a copy of their last evaluation on file with the Office of Human Resources.
- 5.3** **Probationary Period Upon Promotion:** Employees will be required to serve a new probationary period of six (6) months each time the employee receives a promotion, a transfer with a classification change, medical transfer, or Americans with Disabilities Act ("ADA") transfer. During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and five (5) months of employment in the new position.

**ARTICLE 5**

**EVALUATIONS**

**Probation Requirement**

	<u>NO</u>	<u>YES</u>
No classification change	X	
Promotion		X
Reclassification	X	
Reassignment within the same classification	X	
Reallocation	X	
Transfer of same position:		
To another operating unit	X	
Within operating unit	X	
Transfer with classification change		X
Voluntary demotion other than layoff:		
Into classification previously held or substantially similar classification	X	
Into classification not previously held or not substantially similar classification		X
Medical or ADA Transfer		X

## **ARTICLE 6**

### **PERSONNEL FILE**

- 6.1** Upon request, employees shall have the right to inspect all materials not specifically excluded by law. Such inspection shall be made at a time when the employee is not actually required to render services to the District.
- 6.2** No derogatory information and/or materials, shall be entered or filed in the employee's personnel file unless the employee is given a copy of the document and five (5) workdays to review the contents. An employee shall have the right to respond in writing, and the written response shall be included in the employee's personnel file. Such review shall take place during the normal business hours and the employee shall be released from duty with pay for this purpose with no loss in salary.
- 6.3** The provisions contained herein shall be construed to be clarification of Education Code Section 87031.
- 6.4** Letters or memoranda of commendation to the supervisor or employee shall be shared with the other person. Such documents shall be placed in the personnel file upon the request of the employee.



## ARTICLE 7

### HOURS AND OVERTIME

#### 7.1 Workweek:

**7.1.1 Normal Workweek:** The normal workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week in accordance with Education Code Section 88030. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

**7.1.2 Four-Day, Forty-Hour Workweek (4-10 Schedule):** Upon mutual agreement between CSEA and the District, employees may be placed on a four-day, forty-hour workweek consisting of fourteen-hour shifts served on four (4) consecutive days, excluding weekends. Such assignment shall be given with twenty (20) days advance notice. Less notice may be given if mutually agreeable. Such employees may be taken off this schedule and returned to the regular eight-hour workday upon mutual agreement between the District and CSEA. Rest periods for these "4-10" employees shall be twenty (20) minutes long. They shall receive holiday time equivalent to other full-time employees. If a holiday mentioned in Article 10 falls on their day off, they shall receive eight (8) hours compensatory time off with pay. If any such holiday falls on their regularly scheduled workday, they shall receive the day off with pay, or be compensated at the rate appropriate to any other regular employee, but shall have their accumulated holiday compensatory time reduced by two (2) hours.

**7.1.3** Upon prior mutual written agreement between the District and CSEA, during District designated summer time, unit members may be placed on a four-day, forty-hour workweek consisting of four (4) ten-hour shifts served on four (4) consecutive days, excluding weekends.

**7.2 Workday:** The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

#### 7.3 Adjustment of Assigned Time:

**7.3.1** Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours effective with the next pay period.

**7.3.1.1** With the written mutual consent of CSEA and the unit member, a waiver shall be granted to allow the District to offer additional hours on a temporary basis to existing part-time unit members without establishing a right to a permanent increase in assigned time.

## ARTICLE 7

### HOURS AND OVERTIME

- 7.3.2** The District shall give twenty (20) working days notice to affected employees before permanently altering their shift assignment or days off. By mutual agreement, notice time can be less than twenty (20) days.
- 7.4 Increase in Hours:** When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to all of the employees in the appropriate class on a reasonable basis within the affected operating unit as determined by the District.
- 7.5 Meal Period:**
- 7.5.1** An employee working five (5) or more consecutive hours per day shall be entitled to a duty-free, non-paid, meal period for a minimum of thirty (30) minutes per day. The employee shall be advised by the supervisor of the scheduled meal period. Employees are relieved from duty during their meal period, and may leave the work location. Employees must be prepared to resume work promptly at the end of their scheduled meal period. Employees working less than five (5) consecutive hours are not entitled to a meal period.
- 7.5.2** An employee required to work during his/her scheduled meal period who is not afforded an alternate meal period shall receive pay at the rate of time and one-half or compensatory time off for all time worked during the normal meal period. This Section shall not apply to employees working less than five (5) consecutive hours per day.
- 7.6 Rest Periods:**
- 7.6.1** An employee working seven (7) or more consecutive hours per day shall be granted two (2) fifteen (15) minute rest periods which, insofar as practicable, shall be scheduled by the employee's supervisor in the middle of each four (4) hour work period. An employee working between three and one-half (3-1/2) to seven (7) hours shall be granted one (1) fifteen (15) minute rest period which shall be scheduled by the employee's supervisor. Authorized rest periods shall be counted as hours worked for which there shall be no deduction from wages. Rest periods, if not used, cannot be accumulated for credit.
- 7.6.2** Specified periods must be designated when the operations of the District require someone to be present at the employee's work site at all times; such time shall be designated by the supervisor.

## ARTICLE 7

### HOURS AND OVERTIME

- 7.6.3** Eight (8) hour employees who receive a shift differential premium shall be entitled to combine their two (2) fifteen (15) minute rest periods for a total of thirty minutes to be scheduled at the mutual convenience of the employees and supervisors.
- 7.6.4** Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 7.7** **Voting Time-Off:** If any employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.
- 7.8** **Overtime and Compensatory Time Off:** The selection of paid overtime or compensatory time shall be determined by the supervisor subject to the provisions of this Article. No overtime may be worked without the prior approval of the supervisor.
- 7.8.1** **Overtime:** Except as otherwise provided herein, all overtime periods as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay to the employee for all work permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.
- 7.8.2** An employee in the bargaining unit may be granted compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at one and one-half times the regular rate of pay.
- 7.8.2.1** Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned.
- 7.8.2.2** The amount of time which an employee may accumulate as compensatory time shall be limited to a maximum of 40 hours on the books at any time. Time beyond this amount shall be paid as paid overtime.
- 7.8.3** All hours worked beyond the workweek of five (5) days or forty (40) hours per week shall be compensated at the overtime rate commencing on the sixth (6th) day of work in that week.
- 7.8.4** All hours worked on holidays shall be paid at the regular rate of pay in addition to one-and one-half (1.5) times the regular rate of pay.

## ARTICLE 7

### HOURS AND OVERTIME

#### **7.9 Shift Differential-Compensation:**

**7.9.1** Any full-time employee in the bargaining unit whose assigned work shift commences between 11 a.m. and 9 p.m. inclusive shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked.

Any full-time employee in the bargaining unit whose assigned work shift commences between 9 p.m. and 4 a.m. inclusive shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.

Any part-time unit member who has forty (40) percent or more of his/her regular assigned work shift between 5:00 p.m. and midnight shall be paid a shift differential premium of five (5) percent above the regular rate of pay. This is effective July 1, 2009.

Any part-time unit member who has forty (40) percent or more of his/her regular assigned work shift between midnight and 8:00 a.m. shall be paid a shift differential premium of seven and one half (7.5) percent above the regular rate of pay. This is effective July 1, 2009.

**7.9.2** An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift of twenty (20) days or less.

#### **7.10 Overtime Distribution:**

**7.10.1** Every attempt shall be made to avoid distributing overtime repeatedly to the same bargaining unit member.

**7.10.2** In the event the overtime requires special skills, those special skills will be carefully considered in distributing overtime.

**7.11 Minimum Call in Time:** Any employee called in to work on a day when the employee is not scheduled to work or after completion of his/her regular assignment shall receive a minimum of four (4) hours pay straight time, or overtime for amount of time worked, whichever is greater.

**7.12 Right of Refusal:** Any employee shall have the right to reject any offer or request for overtime or call back, or call in time. If everyone in the department refuses the request, the overtime shall be assigned by the supervisor as equally as is practicable within each department, and the overtime shall be accepted by the employee.

## ARTICLE 8

### PAY AND ALLOWANCES

- 8.1 Regular Rate of Pay:** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendices A-C, which is attached hereto and, by reference, incorporated as a part of this Agreement. The regular rate of pay shall not include any shift differential and/or longevity increment required to be paid under this Agreement.
- 8.1.1 Bilingual Stipend:** Unit members who are directed by the manager or supervisor, with the approval of the President, to use a verified bilingual ability as a regular and routine component of their assignment shall be provided a stipend of 2.0% of base salary. The District shall require testing of bilingual ability prior to authorization of the initial additional compensation.
- 8.2 Paychecks:** All regular paychecks of employees in the bargaining unit shall be itemized in accordance with the Orange County Department of Education payroll procedures.
- 8.3 Paycheck Frequency:** All regular full-time employees in the bargaining unit shall be paid twice per month, payable on or before the tenth (10th) and the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday. All regular hourly employees shall be paid for actual services performed during the period beginning the 15th day of the previous month through the 14th day of the current month, on the 10th day of the following month. If there is a change in County procedures, issuance of paychecks will be in accordance with new procedures.
- 8.4 Payroll Errors:** Whenever it is determined that an error has been made in the calculation of reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction. However the District, after standard payroll deductions, shall withhold \$25.00 as a calculation adjustment. The purpose of the calculation adjustment is to assure that the employee is not overpaid, and any part of the calculation adjustment not eventually required for this purpose shall be promptly paid to the employee. In the case of an underpayment, a supplemental payment will be paid to the employee by the District. In the case of an overpayment, the employee shall promptly repay the District. A repayment schedule for salary overpayment shall be agreed to between the employee and the District.
- 8.5 Lost Checks:** Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced in accordance with Orange County Department of Education payroll procedures. The Office of Fiscal Services will consider lost checks as a major priority and will act with as much speed as possible.

## ARTICLE 8

### PAY AND ALLOWANCES

#### 8.6 Pay Increases:

##### 8.6.1 2008/2009

Increase the 2007/2008 classified salary schedule by 1% or by the state funded COLA for the community college SB361 funding (or any successor funding formula) received by the District, whichever is greater.

##### 8.6.2 2009/2010

Subject to Section 8.6.5 below, increase the 2008/2009 classified salary schedule by 1% or by the state funded COLA for the community college SB361 funding (or any successor funding formula) received by the District, whichever is greater.

##### 8.6.3 2010/2011

Subject to Section 8.6.5 below, increase the 2009/2010 classified salary schedule by 1% or by the state funded COLA for the community college SB361 funding (or any successor funding formula) received by the District, whichever is greater.

##### 8.6.4 Salary Study Implementation

The District shall implement the salary adjustments at nearest dollar placement-range as recommended by the Johnson & Associates salary survey performed in February 2008, and with the adjustments negotiated by CSEA, effective July 1, 2008, and in accordance with Article 8.7.1. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in Appendix A.

##### 8.6.5 Basic Aid Status

Should the District lose Basic Aid status before the beginning of the 2009-2010 or the 2010-2011 academic year, the compensation increase for that year would be reduced to the percentage of state funded COLA for apportionment for the appropriate fiscal year.

#### 8.7 Change in Range Assignments:

**8.7.1 Promotion** - Any employee receiving a promotion shall receive a salary increase of at least five (5.0) percent. However, when the assignment results in a one range increase the employee shall receive an adjustment of at least 2-1/2 percent.

**8.7.2 Temporary Assignment:** When the employee is temporarily assigned to a higher classification for more than five (5) work days within a fifteen (15) calendar day period, the employee will have his/her salary adjusted upward for the entire period he/she is required to work in the higher classification, at a step that is at least a 5% salary increase. However, when the out of classification assignment results in only a one range increase the employee shall receive an adjustment of at least 2-1/2 percent.

## ARTICLE 8

### PAY AND ALLOWANCES

**8.8 Mileage:** Any employee in the bargaining unit using his/her private vehicle on authorized District business shall be reimbursed at the rate of the current IRS allowance, to be revised at the beginning of each calendar year. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

**8.9 Meals and/or Lodging:** Any employee in the bargaining unit who, as a result of work assignment, has meals and/or lodging away from the District shall be reimbursed for expenses as required under District Administrative Regulations.

**8.10 Longevity:** The District agrees to additionally compensate long service employees as specified below:

2%	increase in salary after	5	years of service
3%	increase in salary after	6	years of service
4%	increase in salary after	7	years of service
5%	increase in salary after	8	years of service
6%	increase in salary after	9	years of service
7%	increase in salary after	10	years of service
8%	increase in salary after	11	years of service
9%	increase in salary after	12	years of service
10%	increase in salary after	13	years of service
11%	increase in salary after	14	years of service
12%	increase in salary after	15	years of service
13%	increase in salary after	16	years of service
14%	increase in salary after	17	years of service
15%	increase in salary after	18	years of service
16%	increase in salary after	19	years of service
17%	increase in salary after	20	years of service
18%	increase in salary after	21	years of service
19%	increase in salary after	22	years of service
20%	increase in salary after	23	years of service
21%	increase in salary after	24	years of service
22%	increase in salary after	25	years of service

**8.10.1** The provisions of Article 8.10 will be discontinued for all classified bargaining unit members hired after October 1, 1998. An employee working for the District, but not included in a classified bargaining unit position, will not be eligible for the provisions of Article 8.10.

**8.11 Step Increments:** The District shall provide employees a step increment after completion of six (6) months of service, and thereafter an annual step increment for each remaining step indicated on the salary schedule for the particular classification.

## ARTICLE 8

### PAY AND ALLOWANCES

- 8.12 Salary Placement:** New employees will be placed on the first step of the range to which they are appointed. For the purposes of calculating months of service, the date of employment shall be considered the first day of the month employed if the starting date is the first (1st) through fifteenth (15th), or the first day of the following month when the starting date is the sixteenth (16th) through the thirty-first (31st).
- 8.13 Distribution of Job Information:** Upon initial employment bargaining unit members shall receive a copy of his/her applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, per week, and months per year.
- 8.14 Parking:** Employees may park at no cost in campus designated student parking areas. Appropriate permits will be issued upon request. Employees may purchase a staff parking permit in accordance with BP-3450 to park in District designated staff parking areas at both Saddleback College and Irvine Valley College. Parking is subject to availability.
- 8.14.1** Two (2) annual parking passes will be provided for designated CSEA Representatives.
- 8.15 New Classifications:** The District shall submit newly created classifications to a mutually agreed upon classification consultant. The consultant's recommendation shall be subject to negotiations. The range allocation for the new classification shall be effective when established by the Board of Trustees.
- 8.16 Human Resources Review of Existing Positions:** The Office of Human Resources may initiate a review by a mutually agreed upon classification consultant of classifications which have fundamentally changed due to an accretion or reduction of ongoing responsibilities which extend outside the unit member's job classification. The consultant's recommendation shall be subject to negotiations.
- 8.17 Salary Review:** The District shall conduct a market based salary survey by a mutually agreeable classification consultant to be conducted in February of every third year, beginning in 2008. The study shall evaluate the relative position of salaries paid to benchmark classifications in relationship to other employers. When performing the labor market study, the consultant shall survey the three other Orange County Community College Districts, major Orange County Private and Public employers, and other California multi-college districts of similar size. The results of the study shall be submitted to the District and CSEA for negotiations.



## ARTICLE 9

### HEALTH AND WELFARE BENEFITS

- 9.1 District Contribution:** Effective July 1, 2008, the District shall provide up to a maximum contribution of \$14,385 per fiscal year for District medical insurance for benefit eligible bargaining unit members and their eligible dependents. For each succeeding fiscal year, the District shall raise its annual maximum contribution by 10% over the previous year's District's contribution. Any premium increase above 10% over the previous year's District's maximum contribution shall be paid by active employees through payroll deduction, provided however that the District contribution shall not drop below the annual cost of the lesser of the HMO or PPO composite rate plan premium.
- 9.2 District Health Plans:** Effective July 1, 2008, or as soon as implementation can be completed, the benefits provided under Article 9.1 above shall be as follows:
- (a) Medical Insurance:**
    - i. PPO Plan: SISC Blue Shield
    - ii. HMO Plan: Blue Shield
  - (b) Dental Insurance:** Delta Dental Preferred Plan
  - (c) Vision Insurance:** Vision Service Plan
  - (d) Long Term Disability:** Fortis Life
  - (e) Life Insurance:** ING
  - (f) Legal Assistance Program:** For the duration of this Agreement, effective on the first day of the month, 30 days following board approval, the District shall pay 100% of the premium for a Legal Assistance Program for benefit eligible bargaining unit members. Coverage provided shall meet the specifications on file with the District.
  - (g) Long Term Care Insurance:** For the duration of this Agreement, effective on the first day of the month, 30 days following board approval, the District shall pay a maximum of \$8.00 per month towards the premium of long term care insurance for benefit eligible bargaining unit members. Coverage provided shall meet the specifications on file with the District.
- 9.2.1** The District shall pay one hundred percent of the premium for vision, dental, long term disability, legal and life insurance as specified in Article 9.2 for employees and their eligible dependents.
- 9.3 Eligibility:** Bargaining unit members who work at least seventy-five (75%) of a full time assignment shall be covered under the programs provided in accordance with Section 9.1 above. Bargaining unit members shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement.

## ARTICLE 9

### HEALTH AND WELFARE BENEFITS

**9.4 Benefits Administration:** CSEA shall have the right to appoint at least one (1) representative to the Districtwide committee formed for the purpose of researching and reviewing insurance plans, proposals and benefits in order to insure that quality and cost effectiveness criteria are maintained. The District has the right to select the insurance carrier as long as same coverage is maintained.

**9.5 Retiree Benefits:** Effective July 1, 2008, bargaining unit members who retire from the District at sixty (60) years of age or older who have been employed in the District for at least ten (10) consecutive years, during which they were health benefit eligible under the terms of this Agreement immediately prior to retirement, shall receive the same District contribution as provided active bargaining unit members under Article 9.1 above, toward health benefits specified under Article 9.2 above, excluding long term disability and life insurance, the legal assistance program and long term care insurance, until age 65 or until the bargaining unit member becomes eligible for Medicare, whichever is sooner. Any premium increase above the District contribution under Article 9.1 above shall be paid by personal check by the retiree in advance for the month of coverage.

**9.5.1 Medicare Eligibility and Continuation of Benefits:** The District shall provide retired employees who qualify for continuation of benefits under Article 9.5 with the option to purchase at employee expense supplemental medical coverage, provided the retiree has obtained Medicare A and B coverage. Qualifying members must submit proof that they have obtained Medicare A and B. This benefit is subject to the approval of the District Insurance carrier. This shall not be considered a vested right of retirees. The retiree may select from Options A or B subject to the conditions set forth herein.

**Option A:** The current District supplemental medical plan is available to retirees. The cost for the plan to the retired employee shall be the actual cost paid by the District which is to be paid monthly by the retiree in advance to the District. Payment must be received by the 15<sup>th</sup> of the month prior to the month of coverage. If payment is not received by the first day of the month of coverage the employee shall be dropped from the coverage and unable to participate in the future. The District reserves the right to establish a separate medical insurance pool for retirees who qualify under this section.

**Option B:** The CompanionCare/Medicare Supplemental Plan will also be offered to retirees as long as the District is covered by the Self-Insured Schools of California (SISC). This program is directly administered by SISC. Should the District decide to change the program administration from SISC, the District and CSEA will meet to negotiate a similar program under a different administrator.

## ARTICLE 9

### HEALTH AND WELFARE BENEFITS

**9.5.2** If the retiree has reached the age of Medicare eligibility but a dependent has not reached such age, benefits for the dependent may continue under the following circumstances:

(a) The purchase of such coverage is permitted by the health carrier:

(b) The retiree has purchased Medicare A and B coverage, if eligible to purchase such coverage; and

(c) The retiree pays an amount equal to the cost of the benefit eligible bargaining unit member health benefit package, less the District's cost of the supplemental medical coverage for the retiree. For example, if the cost of the health benefit package for an eligible bargaining unit member is \$1,000 per month, and the District's cost for supplemental insurance for the retiree is \$600 per month, the cost to the retiree for continued dependent health benefits would be \$400 per month. If the retiree is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.

**9.6 General Provisions:** All enrollments are subject to carrier restrictions. A District approved employee assistance program may be implemented at no cost to employees.

**9.7 Section 125 Flexible Benefits:** The District agrees to continue a Section 125 flexible benefit plan to include dependent care and/or medical care reimbursement.

## **ARTICLE 10**

### **HOLIDAYS**

**10.1 Scheduled Holidays:** The District agrees to provide all employees in the bargaining unit 18 paid holidays including a winter recess of no fewer than 7 working days.

**10.1.1** A calendar committee will be convened each year to provide a recommendation for the 18 days to be designated as paid holidays.

**10.2 Additional Holidays:** Every day appointed by the President of the United States or Governor of the State of California as provided for in Education Code Section 79020(c) and (d) as a public fast, Thanksgiving, or holiday, or any day declared a holiday under Education Code Section 1318 for classified or academic employees.

**10.3 Holidays on Saturday or Sunday:**

**10.3.1** When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. Except as provided in Section 10.3.2, when a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

**10.3.2** The operation of this Section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

## ARTICLE 11

### VACATIONS

**11.1 Eligibility:** All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis – July 1 through June 30.

**11.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Following the completion of six (6) months of service, the employee shall be entitled to use earned paid vacation.

**11.3 Accumulation:** Subject to Section 11.7 below, vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

**11.3.1** From the first (1st) month through the fifth (5th) year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service, not to exceed twelve (12) days per fiscal year. Following the completion for the fifth (5th) year of service three (3) days of vacation shall be granted on a one time basis in addition to all other provisions in this Article.

**11.3.2** Commencing with the sixth (6th) year through the tenth (10th) year of service, vacation time shall be earned and accumulated at the rate of 1.25 days vacation for each month of service not to exceed fifteen (15) days per fiscal year. Following the completion of the tenth (10th) year of service three (3) days of vacation shall be granted on a one time basis in addition to all other provisions in this Article.

**11.3.3** Commencing with the eleventh (11th) year of service, vacation shall be earned and accumulated at the rate of 1.50 days of vacation for each month of service, not to exceed eighteen (18) days per fiscal year.

**11.3.4** Commencing with the sixteenth (16th) year of service, twelve (12) month employees shall earn and accumulate vacation at the rate of 1.67 days of vacation for each month of service, not to exceed twenty (20) days per fiscal year.

**11.3.5 Illustration:**

TWELVE-MONTH EMPLOYEES

1 Month to	5 Years	12	Days Vacation
6 Years through	11 Years	15	Days Vacation
11 Years through	15 Years	18	Days Vacation
16 Years and after		20	Days Vacation

ELEVEN-MONTH EMPLOYEES

1 Month to	5 Years	11	Days Vacation
6 Years through	11 Years	13.75	Days Vacation
11 Years through	15 Years	16.50	Days Vacation
16 Years and after		18.33	Days Vacation

TEN-MONTH EMPLOYEES

1 Month to	5 Years	10	Days Vacation
6 Years through	11 Years	12.50	Days Vacation
11 Years through	15 Years	15	Days Vacation
16 Years and after		16.67	Days Vacation

- 11.4 Vacation Pay Upon Termination:** When an employee in the bargaining unit, who has completed six (6) months of service, is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. An eligible employee who serves fifty (50) percent or more, but less than seventy-five (75) percent of a month shall be entitled to one-half (1/2) of a month's vacation allowance. An eligible employee who serves at least seventy-five (75) percent of the month shall be entitled to the full vacation allowance for the month. Carry over of earned vacation shall be in accordance with Article 11.7.
- 11.5 Vacation Postponement:** If a bargaining unit employee is unable to take his/her scheduled vacation due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year, subject to Section 11.7.
- 11.6 Vacation Scheduling:** Vacations shall be scheduled at times requested by employees subject to prior approval of the supervisor. A supervisor or designee shall act on a vacation request within a reasonable period of time. The order of approval shall be on a first-come basis. Approval of requests received on the same date for the same vacation days shall be based on a rotational list, initially ranked by hire date. Any supervisor or designee denying a vacation shall, upon the employee's request, communicate with the employee within a reasonable period of time to discuss a potential alternate mutually agreeable vacation period if available.
- 11.7 Vacation Carry-Over:** Employees may not accumulate and accrue more than one and one-half times their annual vacation accrual as of August 31. Employees' vacation balances exceeding that limit on August 31 shall not earn further vacation leave until they reduce their vacation leave balance to an amount not exceeding that limit. Employees shall receive notice of their vacation accrual by May of each year. It is the responsibility of employees to monitor their vacation accrual and to ensure that their vacation balance does not exceed the limit on August 31. If an employee is prevented by District action from taking any vacation accrued in excess of the limit, such excess shall be paid by the District. For uncommon extra-ordinary circumstances, a bargaining unit member may request consideration by the Vice Chancellor to extend vacation beyond the accrual limit.
- 11.8 Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit member, such holiday shall not be deducted from the earned vacation of the bargaining unit member.
- 11.9 Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

## ARTICLE 12

### LEAVES

**12.1 Bereavement Leave:** Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for a period of five (5) days if travel exceeds 200 miles within the State of California, or if travel is outside the State of California, or three (3) days under all other circumstances. The immediate family is defined as parent, grandparent, or grandchild of the employee or of the spouse of the employee, and the spouse, legally designated domestic partner, child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, former spouse, or any relative living in the immediate household of the employee. This is effective July 1, 2009.

**12.1.1** Personal Necessity Leave can be used to extend bereavement leave.

**12.2 Jury Duty:** An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amounts received from jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular shift commences at 11:00 a.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

**12.3 Military Leave:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

**12.4 Sick Leave:**

**12.4.1 Leave of Absence for Illness or Injury:** An employee, employed five (5) days a week shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.

**12.4.2** An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

**12.4.3** An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days of leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this Section and Section 12.4.2 shall determine that proportion of leave of absence for illness or injury to which they are entitled.

## ARTICLE 12

### LEAVES

**12.4.4** Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

**12.4.5** At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.

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

**12.4.6** Pregnancies and disabilities arising out of pregnancies shall be considered as an illness for the purposes of utilizing sick leave.

**12.4.7** If an employee does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.

**12.4.8** Any accrued sick leave credit earned by an employee but unused on the date of retirement shall be converted to retirement credit in accordance with the applicable PERS Rules and Regulations.

**12.4.9** Catastrophic Leave: Unit members are entitled to participate in the catastrophic leave program as defined in Board Policy and Administrative Regulations.

**12.5 Entitlement to Other Sick Leave:** Each employee in the bargaining unit shall once a year be credited with a total of 100 days sick leave in addition to the sick leave provided under Section 12.4.1 of this Article. Each day of sick leave provided by this Section shall be compensated at the rate of fifty (50) percent of the employee's regular salary. The paid sick leave provided for under this Section shall be in addition to any other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Sections 12.4 and 12.5. The leave in this Section shall not be accumulative.

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

An employee who has been placed on a reemployment list, who has been medically released for return to duty, and who fails to accept the offer to return to a vacant position, shall be deemed to have resigned his/her employment.



## ARTICLE 12

### LEAVES

- 12.7 Personal Necessity:** Accumulated sick leave up to seven (7) days may be used in any school year by the employee in cases of personal necessity, including any of the following: This is effective July 1, 2009.
- 12.7.1** Death of a member of his/her immediate family when additional leave is required beyond that provided in Article 12, Section 12.1.
  - 12.7.2** Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
  - 12.7.3** Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
  - 12.7.4** Such other reasons which cannot be resolved before or after the employee's working hours, is serious in nature, cannot be disregarded, and which requires the employee's immediate attention.
  - 12.7.5** Notification of personal necessity leave shall be made on the Classified Personnel Transaction Form at least two (2) days in advance to the employee's immediate supervisor. If two (2) days advance notice cannot be given, it shall be given as soon as possible.
  - 12.7.6** Personal Necessity Leave shall not be used for convenience, social events, political activities, job actions, or occupational investigations except as provided in Section 17.10.2 relating to layoffs.
- 12.8** A medical statement will be required when an employee is absent for longer than five (5) consecutive working days. The Board of Trustees designees limited to Chancellor, Vice Chancellor, or Director of Human Resources, may require verification from a physician concerning the employee's injury, accident, or illness at any time regardless of the duration of the absence.
- 12.9 Industrial Accident and Illness Leave:** In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State of California, employees shall be entitled to the following benefits:
- 12.9.1** An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) 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 employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
  - 12.9.2** Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the State of California, exceed the normal wage for the day.

## ARTICLE 12

### LEAVES

- 12.9.3** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of the State of California at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 12.9.4** Any employee receiving benefits as a result of an industrial accident or illness shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
- 12.10 Parental Leave:** An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for the purpose of rearing his/her child. A written, signed request by the employee for the leave, specifying the beginning and ending dates of the period of the leave, shall be submitted to the District not less than twenty (20) working days before the commencement date of the leave. If a change in the length of the leave becomes necessary after the date the request has been approved, the change shall only affect the date the employee intends to return to active service. A written, signed statement shall be submitted to the District not less than ten (10) working days before the date the leave is to terminate. In the event a female employee suffers a disability caused by pregnancy or child-birth at a time during which she is not on parental leave, she may submit a request for sick leave and related benefits as are allowed for other temporary disabilities. The request will be considered upon the basis of written statements contained in a supporting report signed by her physician.
- 12.11 General Leaves:** An employee shall have the right to apply for a paid or unpaid leave of absence at any time upon any terms acceptable to the District and an employee.
- 12.11.1** Any employee in the bargaining unit on general leave shall continue to receive their current medical, dental, vision, life and long-term disability insurance benefits for the first three (3) months. After this period, they shall have the option of continuing medical and/or other insurance coverage under the District's plan at their own expense.
- 12.12 Educational Leave:** Employees shall be entitled to paid time off for educational leave to take classes when their attendance at these classes is mandated by the District.

## ARTICLE 12

### LEAVES

#### 12.13 Convenience Leave:

- 12.13.1** Employees in paid status throughout the fiscal year not utilizing any sick leave during the fiscal year shall be entitled to two (2) days of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.
- 12.13.2** Employees in paid status throughout the fiscal year utilizing no more than two (2) sick leave days during the fiscal year shall be entitled to one (1) day of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.
- 12.13.3** The convenience leave authorized by this Section shall be scheduled subject to the mutual agreement of the supervisor and the employee. Scheduling shall take into consideration other employees' leaves and vacations. Employees shall be entitled to take convenience leave pursuant to Section 12.13 during the fiscal year immediately following the fiscal year in which the convenience leave was earned. It is agreed and understood that this convenience leave does not constitute a form of salary and will not result in any monetary liability to the District or payment to the employee.
- 12.13.4** The use of authorized personal necessity leave taken during the fiscal year shall not disqualify employees from these provisions.

#### 12.13.5 Convenience Leave Table:

Sick Time Used in One Year

None  
Two (2) days or less

Convenience Leave Earned  
for the following Year

Two (2) days  
One (1) day

## ARTICLE 13

### TRANSFERS AND REASSIGNMENT

- 13.1 Lateral Transfer Within Current Classification:** An employee may request a lateral transfer to an open position within the employee's current classification. The open position shall be posted for ten (10) working days at appropriate work locations prior to the commencement of interviews. Eligible employees may apply for the position by filing an appropriate District application with the Office of Human Resources within the time limits specified and will be granted an interview. The District retains the right to hire the most suitable applicant for the position. All applicants shall receive written notice of the selection determination. The transfer under this Section, unless otherwise agreed, will take place within two (2) weeks of Board approval.
- 13.2 Open Position:** When a bargaining unit position has not been filled through a lateral transfer under Section 13.1, or if a vacancy has been created through a lateral transfer, then the open position shall be posted internally at appropriate work locations for not less than ten (10) working days, as well as advertised externally. Any employee in the bargaining unit may apply for the position by filing an appropriate District approved application with the Office of Human Resources within the time limits specified. All qualified bargaining unit members shall be interviewed. All bargaining unit member applicants shall receive written notice of the selection determination.
- 13.3 Notice Contents:** The vacancy announcements for purposes of Sections 13.1 and 13.2 shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned work location, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy. The vacancy announcement for lateral transfer opportunities, Section 13.1, shall also indicate that it is an internal posting only.
- 13.4 Medical Transfers:** The District shall give alternate work for which the employee is qualified when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular duties. After an employee has become medically unable to satisfactorily perform his/her regular duties, the Vice Chancellor, or his/her designee, and the employee shall meet following a request from the employee to determine whether there is work for which the employee is qualified and is physically able to perform. The alternate work may constitute promotion, demotion, or lateral transfer. It is recognized that one (1) or more meetings may need to take place. The opportunity for alternate work shall be made available for a period of up to one (1) year after the employee is medically unable to satisfactorily perform his/her regular duties. If the employee declines alternate work, the District shall have satisfied all of its obligations with regard to alternate work.

## ARTICLE 13

### TRANSFERS AND REASSIGNMENT

**13.5 Disability Accommodations:** Each request for reasonable accommodation under applicable disability statutes by a bargaining unit member shall be referred to the District and CSEA for examination on an individual basis.

**13.6 District Initiated Transfer:**

**13.6.1 Temporary Transfer:** In the event an employee is temporarily assigned to work in a work location other than the employee's normal work site for a period in excess of five (5) working days, the employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources. A temporary transfer in excess of twenty (20) working days shall be processed in accordance with Section 13.6.2.

**13.6.2 District Initiated Transfer:** Employees may be transferred for non-disciplinary reasons under this Article when it is in the best interest of the District. Transfer is a movement from one (1) location or operating unit to another within the South Orange County Community College District and within the employee's same classification. The District agrees that it shall seek voluntary transfers prior to requiring an involuntary transfer by posting notice for seven (7) working days on the Human Resources website. The District shall not be arbitrary, capricious, or discriminatory in the application of District initiated transfers. The District shall give twenty (20) working days notice to affected employees before initiating a District transfer. By mutual agreement between the District and the employee, notice time can be less than twenty (20) working days. The employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources.

**13.7 Reversion Rights:**

**13.7.1** An employee who is promoted and fails to complete the required probationary period of six (6) months shall be returned to the classification in which the employee held permanency immediately prior to the promotion. To be eligible: 1) there must be an available, vacant position in the employee's prior classification; or 2) the employee must have greater seniority than the least senior employee serving in that classification. A position is not available and vacant when the position is not being filled due to a hiring freeze.

**13.7.2** In the event the returning employee cannot displace an employee in the classification immediately held prior to promotion, the returning employee may displace the least senior employee of the next previously held classification as per Section 13.7.1.

## **ARTICLE 13**

### **TRANSFERS AND REASSIGNMENT**

- 13.7.3** Any employee displaced as a result of the application of this Article shall be entitled to the displacement provisions of Sections 13.7.1 and 13.7.2. It is recognized that this process of bumping may ultimately result in the layoff of an employee. Any such layoff shall be processed in accordance with the provisions of Article 17 of this Agreement.
- 13.7.4** Promoted employees who return to their former or other classifications shall be credited with the time earned in the promoted classification to the position held immediately prior to promotion.
- 13.7.5** Promoted employees who have completed the initial probationary period in any classification shall retain all rights, benefits and burdens of a permanent employee as to any classification in which permanency has been obtained.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

#### **14.1 Definitions:**

- 14.1.1** Grievance – a formal written allegation by grievant aggrieved of a violation of a specific Article, Section or provision of this Agreement.
  - 14.1.1.1** “Grievance” as defined in this Agreement, shall be brought only through this procedure.
  - 14.1.1.2** Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations and procedures not contained within this Agreement, must be undertaken under separate processes.
- 14.1.2** Grievant – any unit employee or the exclusive bargaining representative covered by the terms of this Agreement who is aggrieved.
- 14.1.3** Day – a “day” (for purposes of this Grievance Article) any day on which the central administrative office of the District is regularly open for business.
- 14.1.4** Immediate Supervisor – the immediate supervisor is the first District-designated administrator or classified manager as reflected in the Human Resources organizational plan.

#### **14.2 Time Limits**

- 14.2.1** A grievant who fails to comply with the established time limits at any step shall forfeit all rights to process the existing grievance.
- 14.2.2** District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- 14.2.3** Time is of the essence in all processing of grievances.
- 14.2.4** Time or procedural steps may be waived at any step by mutual written agreement between the grievant and/or CSEA and the District.

#### **14.3 Other Provisions**

- 14.3.1** Unit Employee Rights – No probationary employee may use this grievance procedure in any way to appeal discharge. No employee shall use this grievance procedure to appeal any Board decision if such decision is a result of a State or federal regulatory commission or agency, or State or federal law decision.

## ARTICLE 14

### GRIEVANCE PROCEDURE

- 14.3.2** The grievant may be represented by a CSEA Job Steward at all levels of the grievance procedures under 14.4 below, with no loss of pay or benefits to either party.
- 14.3.3** Prior to filing a grievance at Level 1 below, the grievant is encouraged to discuss the grievance with his/her supervisor/manager or designee.
- 14.3.4** Grievance Witnesses: The District shall make available for testimony in connection with the grievance procedure a District employee whose appearance is requested by the grievant or CSEA.
- 14.3.5** Group Grievances: If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step Two.
- 14.3.6** Policy Grievances: If the grievance involves Districtwide interpretation of this Agreement, affecting the entire bargaining unit, the grievance may be submitted by CSEA to the Chancellor or designee.
- 14.3.7** Employee-Process Grievance: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided a copy of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given ten (10) days to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.
- 14.3.8** Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, the CSEA Job Steward upon permission by the grievant and those management, supervisory, and confidential employees directly involved in the grievance procedure.

#### 14.4 Procedural Steps

##### **14.4.1 Level I – Immediate Supervisor/Manager or Designee**

- 14.4.1.1** Within thirty-five (35) days after the occurrence of the act or omission giving rise to the grievance, the grievant shall present his/her grievance in writing to the immediate supervisor/manager or designee on the District grievance form. The grievance shall contain a clear and concise statement of the grievance, the circumstances involved, the specific Sections of this Agreement alleged to have been violated, the affected employee(s) and the specific remedy sought.



## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

**14.4.1.2** The immediate supervisor, manager, or designee, as applicable, or the grievant may request another conference to discuss the grievance within the above time limits.

**14.4.1.3** The immediate supervisor, manager, or designee shall hold a conference with the grievant and communicate a decision to the grievant in writing on the grievance form with ten (10) days of receiving the grievance.

#### **14.4.2 Level II – President or Designee**

**14.4.2.1** If the grievant is not satisfied with the decision at Level 1, if rendered, the decision may be appealed on the grievance form to the president or designee within ten (10) days.

**14.4.2.2** In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, if rendered, and reason for appeal.

**14.4.2.3** The President, or designee, shall hold a conference with the grievant and communicate the decision to the grievant in writing on the grievance form within ten (10) days of receiving the appeal and forward a copy of the response to CSEA.

**14.4.2.4** The President's designee or the Vice Chancellor's designee shall not be any person who has previously ruled on the grievance at any of the previous levels.

#### **14.4.3 Level III – Chancellor or Designee**

**14.4.3.1** If the grievant is not satisfied with the decision at Level 2, the grievant may appeal the decision on the grievance form to the Chancellor or designee within ten (10) days.

**14.4.3.2** The appeal shall include a copy of the original grievance and appeals with decision rendered, and reasons for the appeal.

**14.4.3.3** The Chancellor or designee shall communicate the decision in writing to the grievant within fifteen (15) days of receiving the appeal. The Chancellor may hold a conference with the grievant within the above time limits and forward a copy of the response to CSEA.

**14.4.3.4** The Chancellor's designee shall not be any person who has previously ruled on the grievance at any previous level.

## ARTICLE 14

### GRIEVANCE PROCEDURE

#### **14.4.4 Level IV – Arbitration**

**14.4.4.1** Where the grievant and CSEA wish to proceed to arbitration, a request shall be made to the Human Resources Office within five (5) days of the receipt of the Chancellor's or designee's decision. Should CSEA and the District be unable to mutually agree on the selection of an arbitrator:

**14.4.4.1.1** The Human Resources Office shall request a list of arbitrators from the State Mediation and Conciliation Service.

**14.4.4.1.2** Within five (5) days after receipt of the list, a representative of the District and a representative of CSEA shall alternately strike names from the list until only one name remains.

**14.4.4.1.3** Upon receiving the request to move the arbitration, the Human Resources Office shall contact the selected arbitrator to schedule a hearing at the earliest convenience of the arbitrator. The parties agree to schedule the arbitration hearing within three (3) months of the request for arbitration.

For the purpose of this Section, the "schedule arbitration" means that the parties will contact the mutually-selected arbitrator and request confirmation of a scheduled date for the arbitrator. Every effort will be made to schedule the arbitration hearing within three (3) months of the request for arbitration. Through mutual agreement, the hearing may be extended beyond the three (3) month period of time.

**14.4.4.1.4** Arbitrator expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other who are not District employees.

The grievant and the CSEA representative shall be provided reasonable release time to process a grievance without loss of pay or benefits.

## ARTICLE 14

### GRIEVANCE PROCEDURE

**14.4.4.1.5** The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If either party so requests, the arbitrator shall specifically rule upon the arbitrability of issues prior to the hearing on the merits of the grievance. If the parties cannot agree upon a statement of the issues to be arbitrated, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

**14.4.4.1.6** The arbitrator may only render a decision the interpretation of the provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to perform an illegal act.

**14.4.4.1.7** After a hearing and after both parties have had an opportunity to make written or oral arguments, the arbitrator shall submit, in writing, to all parties, his or her findings and award. The award of the arbitrator shall be binding on the Board of Trustees unless a court of competent jurisdiction directs otherwise.

#### **14.4.4.2** Arbitrator's Recommendation

**14.4.4.2.1** The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days elapse from receipt to the Board meeting.

**14.4.4.2.2** The Board may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by the District and CSEA.

## ARTICLE 15

### DISCIPLINARY ACTIONS

- 15.1 Permanent Classified Employees:** Permanent classified employees shall only be subject to discipline for cause. Discipline herein shall be defined as dismissal, suspension or demotion. The level of discipline imposed shall be guided by the principles of progressive discipline, beginning with oral counseling, if appropriate. Progressive discipline is the concept of taking increasing corrective action steps, prior to imposing suspension, demotion or dismissal. While a reprimand is not a disciplinary action as defined by the Education Code, it is included under the concept of progressive discipline, in appropriate circumstances. If issued, a written reprimand shall include specific recommendations and directions for improvement.
- 15.2 Disciplinary Actions:** Discipline shall be imposed on employees of the bargaining unit for the following reasons:
- 15.2.1** Incompetency.
  - 15.2.2** Inefficiency.
  - 15.2.3** Insubordination. A refusal to obey some order which a superior officer is entitled to give and have obeyed.
  - 15.2.4** Inattention to or dereliction of duty.
  - 15.2.5** Dishonesty.
  - 15.2.6** Immoral conduct.
  - 15.2.7** Discourteous and/or abusive treatment of public, employees and students.
  - 15.2.8** Any willful failure of good conduct that tends to injure the public service.
  - 15.2.9** Engaging in a political activity during assigned working hours by the employees.
  - 15.2.10** Repeated unreported, and/or unauthorized absence or tardiness.
  - 15.2.11** Unexcused repeated and persistent absences.
  - 15.2.12** The use of fraud, deception, or misrepresentation of material facts in obtaining an appointment.
  - 15.2.13** Conviction of a sex offense as defined in Education Code Section 87010 or a controlled substance offense as defined in Education Code Section 87011.
  - 15.2.14** Willful violation of Board Policies and/or Administrative Regulations.

## ARTICLE 15

### DISCIPLINARY ACTIONS

- 15.2.15** Use of District e-mail, Internet, mail services equipment, materials and facilities for political purposes as defined in Board Policy and/or Administrative Regulations.
- 15.2.16** Falsifying timesheets and other District records.
- 15.2.17** Unexcused possession of and/or under the influence of alcohol or controlled substances as defined in the California Health and Safety Code during work.
- 15.2.18** Any willful or persistent violation of the provisions of this Agreement.
- 15.3 Probationary Employees:** Probationary employees are subject to disciplinary action including dismissal without the benefit of advance notice or hearing.
- 15.4 Timeliness:** The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date of the filing of the notice of intent to impose discipline, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- 15.5 Suspension:** Employees may be suspended prior to the Board of Trustees' final decision following a Skelly hearing before the Chancellor or designee. The employee may be suspended without pay following the meeting only if the employee's presence at work could prove injurious, harmful or seriously disruptive to the District or the employee's misconduct causes an actual or reasonable foreseeable risk to the health or safety of students or other employees or loss or damage to District property. Employees charged with a sex, controlled substance, or criminal offense may be suspended pursuant to Education Code Section 88123. If, after a hearing, the suspension is upheld, the Board of Trustees shall determine whether the suspension is with or without pay.
- 15.6 Disciplinary Procedure:** When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee by the Chancellor or designee. The notice shall contain (1) a statement of the specific acts or omissions upon which the disciplinary action is based, (2) a statement of the cause for which disciplinary action is taken, (3) the Education Code, policy, rule, or regulation violation, (4) the penalty proposed, (5) copies of the documentary evidence upon which the disciplinary action is based, and (6) a statement of the employee's right to appeal the proposed disciplinary action to the Board of Trustees by filing a written request for hearing with the Board of Trustees in the Office of the Chancellor within five (5) days of receipt of the notice of disciplinary action. The hearing before the Board of Trustees shall be conducted in accordance with Board Policy 4205. The Board, at its discretion, may delegate the hearing to a third party neutral selected by the Board, whose decision shall be advisory to the Board. The Board's decision shall be final.

## ARTICLE 16

### SAFETY

- 16.1 Safety Committee:** Each college's safety committee shall include at least one (1) member appointed by CSEA. The committees shall review health, safety, sanitation and working conditions. They should meet not less than every three (3) months and make recommendations to the colleges and district concerning improvements in health, safety, sanitation and working conditions.
- 16.2 No Discrimination:** No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of good safety practices.
- 16.3** A Job Steward may accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division, or other subdivision in fulfillment of the Job Steward's responsibilities.

## ARTICLE 17

### LAYOFF AND REEMPLOYMENT PROCEDURES

- 17.1 Layoff:** Layoff means termination of employment and includes any reduction in hours, days, or months of employment or assignment to a class or range lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.
- 17.2 Notice of Layoff:**
- 17.2.1** Upon the decision of the District's Board of Trustees to layoff a classified employee, written notice of layoff shall be sent by first class mail to the person's last known address on file in the District's Office of Human Resources or delivered in person to the affected classified employee or employees. Copies of layoff notices shall be sent to CSEA.
- 17.2.2** When, as a result of the expiration of a specially funded program, classified positions are eliminated at the end of a school year, the employee or employees to be laid off at the end of such school year shall be given written notice on or before April 29, informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. If the termination date of any specially funded program is other than the end of a school year, such notice shall be given not less than forty-five (45) calendar days prior to the effective layoff date.
- 17.2.3** When, as a result of a reduction or elimination of the service being performed by any department, the employee or employees to be laid off shall be given written notice of layoff not less than forty-five (45) calendar days prior to the effective layoff date and shall be informed of their displacement rights, if any, and reemployment rights.
- 17.2.4** Following receipt of any layoff notice, the CSEA President and CSEA Labor Relations Representative may meet with District representatives to review the notice and order of layoff.
- 17.3 Order of Layoff:** Classified employees within an affected job classification shall be laid off subject to the following provisions:
- 17.3.1** The order of layoff shall be by seniority as defined in this Article.

## **ARTICLE 17**

### **LAYOFF AND REEMPLOYMENT PROCEDURES**

**17.3.2** Seniority shall be determined by Board approved hire date within each classification plus higher classifications. Length of service in a lower classification shall not be credited toward seniority in a higher classification. Paid service performed prior to entering into a probationary status in the classified service shall not be credited toward seniority. Time spent on the following authorized leaves of absence shall be included when computing seniority:

- Paid leaves of absence
- Leaves mandated by statute
- Required military leaves of absence

Time spent on all other leaves of absence shall not be credited toward seniority and shall be deducted from the employee's seniority for purposes of determining layoff.

**17.3.3** In the case of two (2) or more classified employees with the same seniority, the order of layoff shall be based on the following:

**17.3.3.1** Date of first paid service as a probationary employee in the District.

**17.3.3.2** By lot.

#### **17.4 Displacement Rights - Demotion in Lieu of Layoff and Bumping Rights:**

**17.4.1** Permanent employee laid off from the employee's present class may elect to be demoted and bump into a vacant position in the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into vacant positions in lower classes to avoid layoff. To be considered for demotion into a lower vacant position, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.

**17.4.2** To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.



## ARTICLE 17

### LAYOFF AND REEMPLOYMENT PROCEDURES

- 17.4.3** An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be reemployed, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.
- 17.5 Voluntary Reductions in Assigned Time:** The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.
- 17.6 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours:** Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month time limit per Section 17.5 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.
- 17.7 Retirement in Lieu of Layoff:**
- 17.7.1** Any employee subject to being laid off or who was in fact laid off may elect to accept a service retirement from the Public Employee's Retirement System in accordance with Education Code Section 88015.
- 17.7.2** The employee shall be placed on a thirty-nine (39) month reemployment list in accordance with Section 7 of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.
- 17.7.3** The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
- 17.7.4** An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which lay off shall be deemed to be permanently retired.
- 17.7.5** Any employee electing to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Section.

## ARTICLE 17

### LAYOFF AND REEMPLOYMENT PROCEDURES

#### 17.8 Reemployment:

- 17.8.1** A classified employee who is laid off shall be placed on a thirty-nine (39) month employment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the District Office of Human Resources.
- 17.8.2** If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify, by first class mail addressed to the last known address on file with the Office of Human Resources, such employee or employees offering reemployment in order of seniority.
- 17.8.3** If the employee accepts reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.
- 17.8.4** An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights thereto.
- 17.8.5** A classified employee reemployed within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all rights to permanent status. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.

**17.9 Seniority Roster:** The District shall maintain an updated seniority roster indicating employee's class seniority, and hire date seniority. Such rosters shall be available to CSEA for review.

#### 17.10 Benefits to Employees Following Layoff:

- 17.10.1** The District shall continue to pay health and welfare benefits at the current rate for all employees laid off and currently receiving benefits for ninety (90) calendar days from the date of layoff.
- 17.10.2** The District shall allow each full time employee subject to layoff who works at least six (6) hours per day with up to twenty-four (24) hours of accrued personal necessity leave for the purpose of seeking future employment. The twenty-four (24) hours shall be in increments not exceeding four (4) hours each.
- 17.10.3** Employees laid off shall be afforded "substitute" employment in any class within the District for which he/she meets minimum qualifications in accordance with seniority as provided for in this Agreement.

## ARTICLE 18

### EMPLOYEE EXPENSES AND MATERIALS

- 18.1 Safety Equipment:** Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear and provide appropriate training. It shall be the responsibility of each employee to wear and appropriately use such equipment and gear.
- 18.2 Non-Owned Automobile Insurance:** The District agrees to provide the secondary personal injury and property damage insurance in the event that employees use their personal vehicle on authorized employer business.
- 18.3 Physical Examinations:** The District agrees to provide the full cost of any medical examination required by the District as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 88021 or its successor.
- 18.4 Hold Harmless Clause:** Whenever any civil action is brought against an employee or any action or omission arising out of, or in the course of, the duties of that employee, the District agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect such employee from any financial loss resulting therefrom, insofar as required by law.

## ARTICLE 19

### SEVERABILITY

- 19.1 Savings Clause:** If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 19.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article or Section of this Agreement, the District and CSEA will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such Article or Section.
- 19.3 Past Practices:** Rules, regulations, policies and practices which are in effect at the time of this Agreement that affect the rights and obligations of bargaining unit members shall not be modified without prior consultation with CSEA.

## ARTICLE 20

### CONCERTED ACTIVITIES

- 20.1** Apart from, and in addition to, existing legal restrictions upon work stoppages, neither bargaining unit members, CSEA, or its officers, officials, agents or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, picketing or other work stoppage of any nature whatsoever, against the District during the life of the Agreement for any cause of dispute whatsoever, including, but not limited to, disputes which are subject to any grievance procedure, disputes concerning matters not mentioned in this Agreement, disputes with other labor organizations, persons or employers, jurisdictional disputes, or compliance with the request of other labor organizations to engage in such activity.
- 20.2** In the event that any of the occurrences prohibited by the preceding paragraph takes place, bargaining unit members, CSEA, and its officers, agents, representatives, and responsible officials, shall immediately and publicly disavow such action as unauthorized and use all power within their authority to end or avert such action at the earliest possible time and bargaining unit members, CSEA and its officers, agents, representatives, and responsible officials shall not honor any picket line set up under any circumstances.
- 20.3** Any employee hereunder engaging in or assisting in any of the activities prohibited by Section 20.1 above shall be subject to discipline or discharge as determined by the District.

## ARTICLE 21

### NEGOTIATIONS

- 21.1 Notification and Public Notice:** If either party desires to alter or amend this Agreement, it shall, not less than one hundred and twenty (120) days prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 21.2 Commencement of Negotiations:** Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 21.3 Release Time for Negotiations:** CSEA shall have the right to designate five (5) employees, who shall be given reasonable release time to participate in negotiations. Two (2) members of the classified negotiating team, if their work schedules are second or third shift on the day of the negotiations, shall earn release time equivalent to the amount of time spent in scheduled negotiations at the table with the District. This release time will be accumulated and shall be taken at a time mutually acceptable to the employee and the employee's supervisor within twelve (12) months of the date on which it was earned. At the conclusion of each negotiation session between the District and CSEA, the spokespersons for the respective negotiating teams will agree on the amount of earned release time for the two (2) affected employees. For example, if negotiations between the District and CSEA commenced at 9:30 a.m., and ended at 12 noon, the amount of release time would equal 2.5 hours.
- 21.4 Agreement of Parties:** This Agreement contains the agreement of the parties as to all existing matters. It is agreed that the District and CSEA will support the terms of this Agreement during the life of this Agreement and will not seek change or improvement on any matters subject to the meet and negotiation process except by mutual agreement.
- 21.5 Reopener Clause:** This is a three-year agreement with no reopeners except by mutual agreement.

## **ARTICLE 22**

### **DURATION**

- 22.1 Length of Agreement:** The length of this Agreement shall be from July 1, 2008, to June 30, 2011 and shall continue from year to year thereafter unless alteration or amendment is requested in writing in accordance with Article 21.
- 22.2** Except as specified in Article 21.5, the Agreement constitutes the entire agreement between the parties and concludes meeting and negotiating on subjects dealing with hours of employment and other conditions of employment for the term of this Agreement.

## ARTICLE 23

### DEFINITIONS

- 23.1** “Anniversary date” is the date upon which an employee is granted salary step advancement earned by completion of a required period of service.
- 23.2** “Alternative Work Schedule” is either a 4/10, 9/80 or 36/4 work schedule as provided by the MOU- See Appendix C.
- 4/10 – See Article 7.1.2 of this agreement.  
9/80 – A schedule that provides for eight 9 hour and one 8 hour workday within a 10 day period, with the 10<sup>th</sup> day off. The 10<sup>th</sup> day can be alternating Mondays or Fridays, as determined by the department.  
36/4 – A schedule that provides for four 9 hour workdays and one 4 hour workday in the workweek.
- 23.3** “Classification” is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 23.4** “Classification description” is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 23.5** “Demotion” is a change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower maximum salary rate.
- 23.6** “Differential” is a salary allowance in addition to the basic rate or schedule based upon hours of employment.
- 23.7** “Discuss” is meeting and exchanging ideas without negotiations.
- 23.8** “Employee” shall mean bargaining unit member.
- 23.9** “Fiscal year” is July 1 through June 30.
- 23.10** “Health and Welfare Benefits” means any form of insurance or similar benefit programs, which may include but not be limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, or long-term disability.
- 23.11** “Hire date” is the date of first paid service as a regular classified employee.
- 23.12** “Hourly Rate” is determined by dividing the monthly rate provided in the CSEA contract by 168 and the results carried by three (3) decimal places and rounded off.
- 23.13** “Incumbent” is an employee assigned to a position and who is currently serving in or on leave from the position.



## ARTICLE 23

### DEFINITIONS

- 23.14** “Industrial accident or illness” is an injury or illness arising out of or in the course of employment in the District.
- 23.15** “Location” is defined as any internal operating unit within one of the following: Irvine Valley College, District Services, Saddleback College, and ATEP.
- 23.16** “Longevity” is years of service with the District regardless of change in position.
- 23.17** “Medical Insurance” refers to the existing District medical PPO and HMO programs.
- 23.18** “Notice” means whenever notice is required under this Agreement and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Chancellor and notice to CSEA shall be written notice delivered to the President of the local chapter.
- 23.19** “Permanent employee” is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve (12) work months of service beyond the initial date of employment.
- 23.20** “Probationary employee” is a regular employee who will become permanent upon completion of a prescribed probationary period.
- 23.21** “Promotion” is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.
- 23.22** “Safety conditions of employment” means any work-related condition affecting the health, safety, or welfare of the employee.
- 23.23** “Salary rate” is a specific amount of money paid for a specific period of service.
- 23.24** “Salary schedule” is a series of salary steps and ranges which comprise the rate of pay for all classifications.
- 23.25** “Salary step” is one of the salary levels within the range of rates for a classification.
- 23.26** “Seniority for Purposes of Layoff” is based upon Board approved hire date within each employee’s classification plus higher classifications.
- 23.27** “Short-term employee” means any person who is employed to perform a service for the District.
- 23.28** “Substitute employee” means any person employed to replace a classified person who is temporarily absent from duty.

## **ARTICLE 23**

### **DEFINITIONS**

- 23.29** “Substitute Rate” shall be computed at step 1 on the salary schedule.
- 23.30** “Transfer” is a move from an employee’s current location, operating unit, or shift to another location within South Orange Community College District within the employee’s same classification.
- 23.31** “Uniforms” means any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.
- 23.32** “Voluntary demotion” is a demotion agreed to in writing by the employee and the District. Upon the completion of which, the service required or similar service, will not be needed on a continuing basis.
- 23.33** “Working hours” means all hours in a paid status.
- 23.34** “Working day” means any day the District Administrative Offices are open for business.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 27<sup>th</sup> of April, 2009.

SOUTH ORANGE COUNTY  
ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

CALIFORNIA SCHOOL  
EMPLOYEE ASSOCIATION  
CHAPTER 586

(SIGNATURE ON FILE)  
Donald P. Wagner  
President, Board of Directors

(SIGNATURE ON FILE)  
Shanna Moorhouse  
President, CSEA

(SIGNATURE ON FILE)  
Raghu P. Mathur  
Chancellor

(SIGNATURE ON FILE)  
Mary Williams  
Chief Negotiator

(SIGNATURE ON FILE)  
David P. Bugay  
Vice Chancellor, Human Resources

(SIGNATURE ON FILE)  
Gerald Doolittle  
Negotiating Team Member

(SIGNATURE ON FILE)  
Ettie Graham  
Assistant Director, Human Resources

(SIGNATURE ON FILE)  
Scott Ferguson Greene  
Negotiating Team Member

(SIGNATURE ON FILE)  
Beth Mueller  
District Director, Fiscal Services

(SIGNATURE ON FILE)  
Daune Main  
Negotiating Team Member

(SIGNATURE ON FILE)  
Steve Andelson  
District Counsel

(SIGNATURE ON FILE)  
Hedy Renfro  
Negotiating Team Member

(SIGNATURE ON FILE)  
Guillermo Santucci  
CSEA Labor Relations Representative

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
2008-2011 CLASSIFIED SALARY SCHEDULES**

*SEE DISTRICT WEBSITE.*

**BARGAINING UNIT CLASSIFICATIONS, SALARY RANGE,  
AND LISTING OF POSITION TITLES  
July 1, 2008**

***SEE DISTRICT WEBSITE***

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
CSEA NEGOTIATIONS TENTATIVE AGREEMENT  
FEBRUARY 2, 2006**

**MEMORANDUM OF UNDERSTANDING**

The South Orange County Community College District (“DISTRICT”) and South Orange County Community College District CSEA Chapter 586 (“CSEA”), enter into this Memorandum of Understanding and agree that the District may establish a flexible work schedule for individual unit members when the District determines that it would be beneficial to the students and the college, and the alternative schedule has been approved by the unit member’s supervisor or manager and the college President.

Upon mutual agreement between the unit member and the unit member’s supervisor and/or manager, and with the approval of the college President, a unit member may be placed on an alternative work schedule. An alternative work schedule is defined as either a 4/10, 9/80 or 36/4 work schedule. The alternate work schedule may be modified or eliminated by the unit member’s supervisor and/or manager with twenty (20) day prior notice.

This Memorandum of Understanding shall terminate on June 30, 2011, unless extended by mutual written agreement of the parties.

**For Association: CSEA Chapter 586**

Date: \_\_\_\_\_ By: \_\_\_\_\_

**For the District: South Orange County Community College District**

Date: \_\_\_\_\_ By: \_\_\_\_\_

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CSEA NEGOTIATIONS  
TENTATIVE AGREEMENT  
MARCH 5, 2009**

**MEMORANDUM OF UNDERSTANDING**

**The South Orange County Community College District and California School Employee Association Chapter 586 enter into this Memorandum of Understanding and agree as follows:**

**Permanent unit members shall be given first opportunity for overtime if determined qualified for the assignment by the District unless in the supervisor's judgment a non-bargaining unit member has special knowledge and/or skill relating to a project which requires that employee continue with the project.**

**This Memorandum of Understanding shall extend through June 30, 2011, and may be extended thereafter by mutual written agreement of the parties.**

**For Association: CSEA Chapter 586**

Date: \_\_\_\_\_ By: \_\_\_\_\_

**For the District: South Orange County Community College District**

Date: \_\_\_\_\_ By: \_\_\_\_\_