

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



**CSEA CONTRACT
July 1, 2021 – June 30, 2024**

TABLE OF CONTENTS

	PAGE
PREAMBLE	1
ARTICLE	
1 RECOGNITION	2
2 ORGANIZATIONAL SECURITY	3
3 CSEA RIGHTS	4
4 MANAGEMENT RIGHTS AND RESPONSIBILITIES	9
5 EVALUATIONS	10
6 PERSONNEL FILE	12
7 HOURS AND OVERTIME	13
8 PAY AND ALLOWANCES	18
9 HEALTH AND WELFARE BENEFITS	24
10 HOLIDAYS	27
11 VACATIONS	28
12 LEAVES	31
13 TRANSFERS AND REASSIGNMENT	38
14 GRIEVANCE PROCEDURE	40
15 DISCIPLINARY ACTIONS	45
16 SAFETY	48
17 LAYOFF AND REEMPLOYMENT PROCEDURES	49
18 UNIT MEMBER EXPENSES AND MATERIALS	53
19 SEVERABILITY	54
20 CONCERTED ACTIVITIES	55
21 NEGOTIATIONS	56
22 DURATION	57
23 DEFINITIONS	58

APPENDICES

A	CLASSIFIED SALARY SCHEDULES - JULY 1, 2021	62
B	BARGAINING UNIT CLASSIFICATIONS, SALARY RANGE, AND LISTING OF POSITION TITLES - JULY 1, 2021	63

1
2
3 **PREAMBLE**

4 This Agreement is made and entered into this 7th day of September, 2021, by and between the South Orange
5 County Community College District, hereinafter referred to as District and the California School
6 Employees Association and its South Orange County Community College Chapter 586.

7 The District agrees that CSEA shall have the right to obtain Field and Legal Staff assistance for the purpose
8 of representation in carrying out its obligations under this Agreement to its duty of fair representation.
9

10 The purpose of this Agreement is to promote the improvement of personnel management and employer-
11 employee relations, provide an equitable and peaceful procedure for the resolution of differences, and
12 establish rates of pay and other terms and conditions of employment as specified in the Educational
13 Employment Relations Act (EERA).
14

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

17
18
19
20

ARTICLE 1

RECOGNITION

21 **1.1 Acknowledgement:** The District hereby acknowledges that CSEA is the exclusive bargaining unit
22 representative for the classified unit members holding those positions described in Appendix B, of
23 this Agreement. In the event the District amends its determination of management, confidential,
24 and supervisory employees, the District shall notify CSEA. In the event CSEA disagrees with said
25 designations, the parties shall attempt to reach agreement. Disputed cases shall be submitted to the
26 Public Employees Relations Board (PERB) for resolution.

27
28 **1.2 Scope of Representation:** The scope of representation shall be limited to matters relating to wages,
29 hours of employment, and other terms of employment specifically stated in the Educational
30 Employment Relations Act (EERA).

31
32 **1.3 Bargaining Unit Description:**

33
34 **1.3.1** Included in the CSEA bargaining unit are regular part-time and full-time classified
35 employees as set forth in Appendix B.

36
37 **1.3.2** Excluded from the CSEA bargaining unit are all other employees not included under
38 Section 1.3.1 above, including but not limited to management, confidential, and
39 supervisory employees, short-term and substitute employees as defined under Education
40 Code Section 88003, apprentices and professional experts employed on a temporary basis
41 for a specific project, certificated employees, police officers and safety personnel.

42
43 **1.3.3 Substitutes:** The District may employ substitutes in a vacant position for up to ninety (90)
44 working days in accordance with Section 88003 of the California Education Code. The
45 District may request an extension for up to an additional ninety (90) working days by
46 written agreement from the Chapter President.

47 **ARTICLE 2**

48 **ORGANIZATIONAL SECURITY**

49
50
51 **2.1 Check Off:** CSEA shall have the sole and exclusive right to have membership dues deducted for
52 CSEA members in the bargaining unit by the District. The District shall pay to CSEA within thirty
53 (30) days all sums so deducted.

54
55 **2.2 Dues Deduction:**

56
57 **2.2.1** The District shall deduct, in accordance with the CSEA dues schedule, dues from wages of
58 all unit members who are members of CSEA.

59
60 **2.2.2** The District shall refer all unit member requests to revoke membership to the CSEA Labor
61 Relations Representative and shall obtain CSEA staff approval on behalf of CSEA before
62 processing any revocation requests.

63
64 **2.2.3** There shall be no charge by the District to CSEA for regular membership dues deductions.

65
66 **2.2.4** CSEA shall defend and indemnify the District for any claims arising from its compliance
67 with this article. The District shall be required to promptly notify CSEA of any claims by
68 unit members relating to dues authorization.

69
70
71
72
ARTICLE 3

CSEA RIGHTS

73 **3.1 CSEA Rights:** CSEA shall have the following rights in addition to the rights contained in any other
74 portion of this Agreement:

75
76 **3.1.1** The right of access at reasonable time to unit members during non-work time to areas in
77 which unit members work as specified in the EERA.

78
79 **3.1.2** The right to use without charge institutional bulletin boards, mailboxes, District mail
80 systems, and other District means of communication for the posting or transmission of
81 information or notices concerning CSEA matters in accordance with the law. A copy of
82 any posted or transmitted notice by CSEA shall be provided to the Vice Chancellor of
83 Human Resources. E-mail transmissions shall not be used to advocate for or against
84 political candidates or for political purposes in accordance with District Board Policy 7370
85 and related administrative regulations, or in furtherance of any activities prohibited by this
86 agreement.

87
88 **3.1.3** The right to use, with approval, and in accordance with applicable college procedures,
89 institutional equipment, facilities, and buildings.

90
91 **3.1.4** The right to review a unit member's personnel file when accompanied by the unit member
92 or on presentation of a written authorization signed by the unit member.

93
94 The right to receive, upon request, a copy of any records which are required for the use of
95 the unit member and CSEA in utilizing the grievance procedure.

96
97 **3.1.5** The District shall provide to CSEA the contact information for unit members as a list of
98 the following information, with each field in its own column, for all bargaining unit
99 members within five (5) days of the last payroll date of September, January, and May as
100 follows:

- 101
102 1. First Name;
103 2. Middle Initial;
104 3. Last name;
105 4. Suffix (e.g., Jr., III);
106 5. Preferred Name;
107 6. Job Title;
108 7. Department;
109 8. Primary Worksite Name;
110 9. Work Telephone Number;
111 10. Work Extension;
112 11. Home Street Addresses (incl. apartment #);
113 12. Mailing Address (if different);
114 13. City;
115 14. State;
116 15. Zip Code (5 or 9 digits);
117 16. Home Telephone Number (10 digits) (if available);
118 17. Personal Cellular Telephone Number (10 digits) (if available);

- 119 18. Personal Email Address of the Employee (if available);
- 120 19. Hire Date;
- 121 20. Employee ID;
- 122 21. CalPERS Eligibility/Membership (“Y” if in CalPERS; “N” if not in CalPERS).

123
124 The District shall provide a list of the names and information described above for all newly
125 hired employees within the bargaining unit within five (5) days of the last payroll of the
126 month in which they were hired. “Newly hired employee” means any full-time or part-time
127 bargaining unit employee hired by the District who is still employed as of the date of the
128 new employee orientation. It also includes all employees who are employed by the District
129 (including those returning from layoff rehire list, or previously employed by the District in
130 a non-bargaining unit position) and whose current position has placed them in the
131 bargaining unit represented by CSEA. For those latter employees, for purposes of this
132 article only, the “date of hire” is the date upon which the employee’s status changed such
133 that the employee was placed in the bargaining unit.

134
135 The information will be provided to CSEA electronically via a mutually agreeable secure
136 FTP site or service.

137
138 **3.1.6** Upon request, the right to receive one (1) copy of any and all public written reports
139 submitted to any other governmental agency.

140
141 **3.1.7** Upon request, the right to receive one (1) copy of any public budget or financial material,
142 including the CCFS-311, submitted at any time to the governing board.

143
144 **3.1.8** Upon request, the right to review any other public material in the possession of or produced
145 by the District necessary for CSEA to fulfill its role as the exclusive bargaining
146 representative.

147
148 **3.1.9** The District shall provide at each college an office space including a desk, chair, two (2)
149 guest chairs, printer, telephone and internet access for CSEA for the duration of the
150 Agreement. CSEA shall pay for telephone service.

151
152 **3.1.10** The District agrees to grant release time to each eligible delegate to the CSEA Annual
153 Conference, upon at least ten (10) working days notice. The District will continue to
154 reimburse the actual and necessary expenses of one (1) eligible delegate to attend the CSEA
155 Annual Conference. The District will not be responsible for expenses for the remainder of
156 the Chapter delegates. The number of eligible delegates who will receive release time shall
157 be in accordance with the criteria established pursuant to the CSEA State Constitution and
158 Bylaws.

159
160 The Chapter President and/or designee shall be granted up to twenty (20) hours per week
161 of release time for CSEA Chapter business, exclusive of all other release time listed under
162 other provisions of this Agreement. This release time is to be scheduled with the mutual
163 agreement of the manager and the unit member, and the schedule is to be reasonably set.

164
165 The Chapter President will supply the manager and the Office of Human Resources with a
166 written schedule of the hours to be used for release time within five (5) working days of
167 taking office. The Chapter President will make every effort to ensure release time does not

168 interfere with operations of their own department. The Chapter President may assign any
169 portion of their hours of release time to another unit member for CSEA Chapter business.
170 Before the designee uses any release time, the designee's hours will be scheduled with the
171 mutual agreement of the designee's manager and the unit member, and the schedule is to
172 be reasonably set. The CSEA Chapter President will supply their manager, the designee's
173 manager and the Office of Human Resources with the revised schedule.

174
175 The Chief Union Steward shall be allowed eight (8) hours per week of release time for
176 CSEA Chapter business, exclusive of all other release time listed under other provisions of
177 this Agreement. This release time is to be scheduled with the mutual agreement of the
178 manager and the unit member, and the schedule is to be reasonably set.

179
180 **3.1.11** Classified bargaining unit members selected for governance committee participation shall
181 receive a total reassigned time of no more than ten percent (10%) of the bargaining unit
182 member's assigned work week per employee for actual service in said committee meetings.
183 These unit members shall provide their immediate supervisor with a written schedule of
184 committee meetings at least five (5) workdays prior to the meeting unless an emergency
185 committee meeting is called, in which case advance notice will be given as soon as
186 possible. Any release time in addition to that set forth above shall require prior written
187 approval of the College Vice President, Dean, or District Vice Chancellor, as appropriate.

188
189 **3.1.12 Employee Orientation:** The District shall notify CSEA regarding new classified employee
190 orientation and provide an opportunity to participate in the orientation.

191
192 **3.1.13 No Discrimination on Account of CSEA Activity:** Neither the District nor CSEA shall
193 interfere with, intimidate, restrain, coerce, or discriminate against unit members because
194 of the exercise of their right to engage in CSEA activities.

195
196 **3.2 Restriction on District Negotiations and Agreements:** The District shall conduct no negotiations,
197 nor enter into any agreement, with any other organization on matters concerning the rights of
198 bargaining unit members and/or CSEA without prior notice to and approval by CSEA of the
199 negotiations and the agreement.

200
201 In the event a shared governance committee addresses issues that fall within the scope of exclusive
202 representation, CSEA shall select the classified bargaining unit member(s) who will serve on the
203 committee. It is the exclusive right of CSEA to negotiate issues that fall within the scope of
204 exclusive representation, including board policies and administrative regulations.

205
206 **3.2.1** When a college or District task force, committee or other governance group is assigned to
207 consult with the staff regarding issues within the scope of representation, the exclusive
208 representative shall appoint the classified bargaining unit representative. In the event a
209 district-wide or college-wide committee is established on which classified unit members
210 are to serve and CSEA believes the committee is a governance committee to which CSEA
211 believes it is entitled to appoint a classified bargaining unit representative, the CSEA
212 President and the Vice Chancellor of Human Resources & Employer/Employee Relations
213 or designee shall discuss and attempt to resolve the matter.

214
215 **3.2.2** Committees may discuss subject matters that are inside or outside the scope of exclusive
216 representation. With respect to subject matter outside the scope of exclusive representation,

217 the committee is free to make recommendations and/or decisions pursuant to the provisions
218 of AB 1725. Items that fall within CSEA’s scope of exclusive representation and which
219 seek to change existing working conditions shall not be the subject of committee
220 recommendations and decisions; however, it is expressly understood that such items shall
221 be promptly referred to the District and CSEA for negotiations. Once negotiations conclude
222 between CSEA and the District, the committee may make recommendations or decisions
223 within the agreed upon parameters.
224

225 **3.2.3** CSEA shall have the right to assign one-half (1/2) of the classified bargaining unit members
226 on each of the designated classified staff development committees.
227

228 **3.3 Distribution of Contract:** Within forty-five (45) calendar days after the execution of this contract,
229 and/or reopener agreements, the District shall post the CSEA contract on the District website.
230 Bargaining unit members are free to print copies from the District website.
231

232 **3.4 Elimination of a Position or Class of Positions:** If the District proposes to eliminate a position or
233 class of positions, it shall notify CSEA in writing and the parties shall meet and discuss the
234 proposal.
235

236 **3.5 Student Workers:** The parties recognize the right of the District to utilize student workers pursuant
237 to Education Code Section 88003. Employment of either full-time or part-time students in any
238 college work-study program, or in a work experience education program shall not result in the
239 displacement of classified personnel or impair existing contracts for services. Displacement of
240 bargaining unit members under this section means layoff or reduction in hours of a bargaining unit
241 member or employment of a student worker in lieu of employment of a bargaining unit member.
242 The District shall provide CSEA, upon request, a list of all student workers employed detailing the
243 nature of the assignment.
244

245 **3.6 CSEA Schedule of In-Service Meetings:** CSEA shall have the right to hold one In- Service
246 meeting per month up to ninety (90) minutes on each campus for bargaining unit members.
247 Meetings will be scheduled in advance and CSEA shall advise the District in advance of those
248 meetings. With approval from the immediate supervisor, bargaining unit members shall be given
249 release time to attend the meeting on their own campus.
250

251 **3.7 Union Stewards:** The District recognizes the need and affirms the right of CSEA to designate
252 Union Stewards from among members in the unit. CSEA may select Union Stewards for the
253 purpose of representing bargaining unit members in resolving employment issues at the lowest
254 level of supervision. Union Stewards shall have authority on behalf of CSEA to assist in
255 investigation, preparation, writing and presentation of grievances consistent with Article 14
256 (Grievance Procedure). In furtherance of these activities, Union Stewards may confer with CSEA
257 Officers and/or CSEA staff personnel.
258

259 At the beginning of each school year, CSEA shall provide the District Human Resources Office
260 with a list of CSEA Union Stewards. Notice of any changes to the list during the school year shall
261 be provided by CSEA to the District Human Resources Office within five (5) working days of such
262 change.
263

264 **3.8 Duties and Responsibilities of Union Steward:** The grievant shall have the right to have their
265 authorized CSEA Union Steward present at any step of the grievance procedure. The following

266 shall be understood to constitute the duties and responsibilities of a Union Steward.
267
268 **3.8.1** After notifying their immediate Supervisor, a Union Steward may assist in investigation,
269 preparation, writing, and presentation of grievances. The Union Steward shall advise the
270 Supervisor of the grievant of their presence. The Union Steward is permitted to discuss any
271 problem with all unit members immediately involved, and, if appropriate, to attempt to
272 achieve settlement in accordance with the grievance procedure.
273
274 **3.9 New Employee Orientation:** Means the onboarding process of a newly hired public employee,
275 whether in person, online, or through other means or mediums, in which employees are advised of
276 their employment status, rights, benefits, duties and responsibilities, or any other employment-
277 related matters.
278
279 **3.9.1** The District shall provide CSEA mandatory access to its new employee orientations CSEA
280 shall receive not less than ten (10) calendar days' notice in advance of an orientation, except
281 that a shorter notice may be provided in a specific instance where there is an urgent need
282 critical to the District's operations that was not reasonably foreseeable.
283
284 **3.9.2** In the event the District conducts a one-on-one or group orientation, the District shall
285 release the Chapter President or designee to attend the orientation for the duration of the
286 orientation. CSEA shall have thirty (30) minutes to conduct the CSEA orientation session.
287 The CSEA Labor Relations Representative may also attend the orientation session(s).
288
289 **3.9.3** CSEA may provide a membership application and a CSEA provided link for an electronic
290 application to be included in any employee orientation packet of District materials provided
291 to all newly hired unit members.
292
293 **3.9.4** The orientation sessions shall be held on District property during the workday of the unit
294 member, who shall be on paid time.

295 **ARTICLE 4**

296 **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

297
298
299 **4.1 Management Rights and Responsibilities:** The District hereby retains and reserves, without
300 limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in
301 it by the laws and the Constitution of the State of California, including, but not limited to, the
302 foregoing rights to:

303
304 **4.1.1** Establish the management organization; and administratively control and govern the
305 District, its properties and facilities and the activities of its employees.

306
307 **4.1.2** Direct the work of its unit members; determine the time and hours of operation; and
308 determine the kinds and levels of services to be provided and the methods and means of
309 providing those services including entering into contracts with private vendors for service
310 as provided under the laws of the State of California.

311
312 **4.1.3** Hire all unit members and determine their qualifications and the condition of their
313 continued employment; discipline, dismiss, demote, promote, assign and transfer unit
314 members, except where such action would be in direct conflict with provisions set forth in
315 this Agreement; contract out services or assign work outside of the bargaining unit subject
316 to the limitations required in the Education Code and Public Contract Code.

317
318 **4.1.4** Establish educational policies, goals, and objectives based on the District's mission; ensure
319 the rights and educational opportunities of students; determine staffing patterns, and
320 determine the number and kinds of personnel required in order to maintain the efficiency
321 of District operations.

322
323 **4.1.5** Build, move or modify facilities; establish budget procedures; determine budgetary
324 allocations; determine the methods of raising revenue; and take action on any matter in the
325 event of an emergency.

326
327 **4.2 Exercise of Rights and Responsibilities:** The exercise of the foregoing powers, rights, authority,
328 duties, and responsibilities by the District; adoption of policies, rules, regulations and practices in
329 furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited
330 only by the specific and express terms of this Agreement and then only to the extent such specific
331 and express terms hereof are in conformance with the Constitution and laws of the State of
332 California and the Constitution and laws of the United States. The District reserves the right to take
333 any reasonable necessary action in the event of an emergency, which is defined as a situation or
334 occurrence of a serious nature which develops suddenly or unexpectedly and results in a temporary
335 change in circumstances and demands immediate action.

336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383

ARTICLE 5

EVALUATIONS

- 5.1** Each permanent unit member shall receive a written evaluation at least once every two (2) years. New unit members shall be on probation for twelve (12) working months. Probationary unit members shall be evaluated once during the initial six (6) months of employment, and again prior to the end of the probationary period.
- 5.2** The purpose of the evaluation is to support the improvement and/or development of the unit member. The performance evaluation is intended as a tool for constructive feedback and not discipline. No evaluation of any unit member shall be placed in the personnel file without an opportunity for discussion between the unit member and the evaluator. The evaluator will notify the unit member of the evaluation conference at least five (5) working days prior to the date of the evaluation conference. Evaluations shall be based upon the direct observation and knowledge of the immediate or acting supervisor or verified and credible information. No specific incident/issue requiring improvement can be referred to in an evaluation without documentation that a meeting or discussion has previously occurred with the unit member. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the unit member in implementing any recommendations made. The unit member shall have the right to review and respond to all evaluations received within thirty (30) calendar days. The evaluation form will be available on the District’s enterprise resources planning system and for reference purposes, a written copy of the evaluation form is located in the Appendix.
- 5.2.1** A unit member’s performance evaluation shall not be discussed with other bargaining unit members or student help unless authorized by the unit member.
- 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 (2) representatives of the unit member and the District may attend the performance evaluation conference.
- 5.2.3** Attachments to the unit member’s Performance Evaluation Review must relate to the rating area.
- 5.2.4** The Vice Chancellor of Human Resources or designee shall provide any unit member who submits a written request a copy of their last evaluation on file with the Office of Human Resources.
- 5.2.5** The supervisor may invite the unit member to share accomplishments with their supervisor.
- 5.3 Probationary Period Upon Promotion:** Unit members will be required to serve a new probationary period of six (6) months each time the unit member 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 unit member shall be evaluated by the immediate supervisor following the unit member’s completion of three (3) months and five (5) months of employment in the new position.

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
Into classification not previously held or not substantially similar classification		X
Medical or ADA Transfer		X

384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408

ARTICLE 6

PERSONNEL FILE

- 6.1** Upon request, unit members shall have the right to make an appointment with the Office of Human Resources to inspect and receive copies of all materials not specifically excluded by law. Such inspection shall be made during normal business hours and at a time when the unit member 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 unit member’s personnel file unless the unit member is given a copy of the document and five (5) workdays to review the contents. A unit member shall have the right to respond in writing, and the written response shall be attached to the derogatory statement. The unit member shall be released from duty during normal business hours with no loss of pay for a reasonable amount of time for the purpose of reviewing and responding to derogatory information in their personnel file. Paid time to review and respond to derogatory information shall be reasonable as it relates to both the content of the derogatory material and length of the response, but shall not exceed two (2) hours except by mutual agreement between the District and CSEA.
- 6.3** The provisions contained herein shall be construed to be clarification of Education Code Section 87031.
- 6.4** Formal documents of recognition or memoranda of commendation to the supervisor or unit member shall be shared with the other person. Such documents shall be placed in the personnel file upon the request of the unit member.

409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456

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, unit members may be placed on a four-day, forty- hour (4-10 schedule) workweek consisting of four ten-hour (4/10) 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 unit members may be taken off this schedule and returned to the regular eight (8) hour workday after discussion between District and CSEA and based upon operational need. Rest periods for these “4-10” unit members shall be twenty (20) minutes long. They shall receive holiday time equivalent to other full-time unit members. 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 unit member, but shall have their accumulated holiday compensatory time reduced by two (2) hours.

7.1.3 The District, subject to approval by the Chancellor, will institute a 4/10 work schedule during District designated summer time for the term of the contract. Exceptions to the 4/10 summer schedule will be based on operational needs. The District and CSEA will meet to negotiate impacts and effects. 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.

7.1.4 Alternative Work Schedule: Upon mutual agreement between the unit member and the unit member’s supervisor and/or manager, and with the approval of the college president, vice chancellor, or chancellor, a unit member may be placed on an alternative work schedule. (See Art. 23.1) An alternative work schedule is defined as 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.

7.1.5 Variable Work Schedule: A variable work schedule may be approved subject to operational need. Employees with a documented need for a variable schedule to a summer 4/10 schedule under Article 7.1.3, shall submit a written request to their supervisor prior to April 1st, stating with specificity the reason for the request. Priority shall be given to employees needing a reasonable accommodation for a disability and/or medical reason. Next priority shall be given to employees with child- or elder-care concerns. All other requests, including requests due to non-District employment, shall be evaluated on the basis of seniority. If a request is denied, CSEA may upon request of the unit member submit the decision for review by the Executive Director.

457 **7.2 Workday:** The length of the workday shall be designated by the District for each classified
458 assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit
459 member shall be assigned a fixed, regular, and ascertainable minimum number of hours.
460

461 **7.3 Adjustment of Assigned Time:**

462
463 **7.3.1** Any unit member in the bargaining unit who is assigned and who works an average of
464 thirty (30) minutes or more per day in excess of their regular part-time assignment for a
465 period of twenty (20) consecutive working days or more shall have their regular assignment
466 adjusted upward to reflect the longer hours effective with the next pay period.
467

468 **7.3.1.1** With the written mutual consent of CSEA and the unit member, a waiver shall be
469 granted to allow the District to offer additional hours on a temporary basis to
470 existing part-time unit members without establishing a right to a permanent
471 increase in assigned time.
472

473 **7.3.2** The District may alter the shift assignment or days off of unit members for non- arbitrary
474 operational reasons. Volunteers for the shift assignment change will be solicited first. If
475 there are no volunteers, then the person with the least seniority will be assigned unless a
476 person with greater seniority desires the shift. The District shall provide a twenty (20) work
477 day notice to affected unit members before altering their shift assignment or days off. By
478 mutual agreement, notice time can be less than twenty (20) days. Upon written request
479 from the unit member, they shall be granted an opportunity for a personal conference with
480 the unit member's immediate supervisor and/or the Executive Director or Vice Chancellor
481 of Human Resources, with a CSEA representative if desired, to discuss the operational
482 reasons for the reassignment of shift or days off within the twenty (20) work day notice
483 period.
484

485 **7.4 Increase in Hours:** When additional hours are assigned to a part-time position on a regular basis,
486 the assignment shall be offered to all of the unit members in the appropriate class on a reasonable
487 basis within the affected operating unit as determined by the District.
488

489 **7.5 Meal Period:**

490
491 **7.5.1** Meal periods will be scheduled by the supervisor depending on the operational needs of
492 the unit. A unit member may request a preferred meal period of either thirty (30) minutes
493 or one (1) hour in consultation with the supervisor. The supervisor will notify the unit
494 member as to their approved ongoing meal period. A supervisor may change an ongoing
495 meal period with a fifteen (15) day notice or by mutual agreement between the unit member
496 and supervisor.
497

498 The scheduled meal period may be temporarily modified by the unit member's supervisor
499 due to the operational needs of the unit related to an essential, urgent, or unforeseen
500 situation.
501

502 **7.5.2** A unit member required to work during their scheduled meal period who is not afforded an
503 alternate meal period shall receive pay at the rate of time and one-half or compensatory
504 time off for all time worked during the normal meal period. This Section shall not apply to
505 unit members working less than five (5) consecutive hours per day.

506 **7.6 Rest Periods:**
507
508 **7.6.1** A unit member working seven (7) or more consecutive hours per day shall be granted two
509 (2) fifteen (15) minute rest periods which, insofar as practicable, shall be scheduled by the
510 unit member's supervisor in the middle of each four (4) hour work period. A unit member
511 working between three and one-half (3-1/2) to seven (7) hours shall be granted one (1)
512 fifteen (15) minute rest period which shall be scheduled by the unit member's supervisor.
513 Authorized rest periods shall be counted as hours worked for which there shall be no
514 deduction from wages. Rest periods, if not used, cannot be accumulated for credit. The two
515 (2) rest periods cannot be combined and/or used to extend a meal period nor reduce
516 scheduled work hours per day.
517
518 **7.6.2** Specified rest periods shall be designated by the supervisor to ensure sufficient operational
519 coverage.
520
521 **7.7 Voting Time-Off:** If any unit member is able to establish that their work schedule is such that it
522 does not allow sufficient time to vote in any federal, state or local election in which the unit member
523 is entitled to vote, the District shall arrange to allow sufficient time for such voting by the unit
524 member without loss of pay.
525
526 **7.8 Overtime and Compensatory Time Off:** The selection of paid overtime or compensatory time
527 shall be determined by the supervisor subject to the provisions of this Article. No overtime may be
528 worked without the prior approval of the supervisor.
529
530 **7.8.1 Overtime:** Except as otherwise provided herein, all overtime periods as defined in this
531 Section shall be compensated at a rate of pay equal to time and one-half (1½) the regular
532 rate of pay to the unit member for all work permitted. Unless an alternative work schedule
533 has been approved, overtime is defined to include any time worked in excess of eight (8)
534 hours in any one (1) day or on any one (1) shift or in excess of forty (40) hours in any
535 calendar week, whether such hours are worked prior to the commencement of a regularly
536 assigned starting time or subsequent to the assigned quitting time.
537
538 **7.8.1.1** Permanent unit members shall be given first opportunity for overtime if determined
539 qualified for the assignment by the District unless, in the supervisor's judgment, a
540 non-bargaining unit member has special knowledge and/or skill relating to a
541 project which requires that non- bargaining unit member continue with the project.
542
543 **7.8.2 Compensatory Time:** A unit member in the bargaining unit may be granted compensatory
544 time off in lieu of cash compensation for overtime work. Compensatory time off shall be
545 granted at one and one-half (1½) times the regular rate of pay.
546
547 **7.8.2.1** Compensatory time shall be taken at a time mutually acceptable to the unit member
548 in the bargaining unit and the District within twelve (12) months of the date on
549 which it was earned.
550
551 **7.8.2.2** The amount of time which a unit member may accumulate as compensatory time
552 shall be limited to a maximum of forty (40) hours on the books at any time. Time
553 beyond this amount shall be paid as paid overtime.

554 7.8.3 All hours worked beyond the workweek of five (5) days or forty (40) hours per week shall
555 be compensated at the overtime rate commencing on the sixth (6th) day of work in that
556 week.

557
558 7.8.4 All hours worked on holidays shall be paid at the regular rate of pay in addition to one-and
559 one-half (1.5) times the regular rate of pay.

560
561 **7.9 Shift Differential-Compensation:**

562
563 7.9.1 Any full-time unit member in the bargaining unit whose assigned work shift commences
564 between 11 a.m. and 9 p.m. inclusive shall be paid a shift differential premium of five
565 percent (5%) above the regular rate of pay for all hours worked.

566
567 Any full-time unit member in the bargaining unit whose assigned work shift commences
568 between 9 p.m. and 4 a.m. inclusive shall be paid a shift differential premium of seven and
569 one-half percent (7.5%) above the regular rate of pay for all hours worked.

570
571 Any part-time unit member who has forty percent (40%) or more of their regular assigned
572 work shift between 5:00 p.m. and midnight shall be paid a shift differential premium of
573 five percent (5%) above the regular rate of pay.

574
575 Any part-time unit member who has forty percent (40%) or more of their regular assigned
576 work shift between midnight and 8:00 a.m. shall be paid a shift differential premium of
577 seven and one half percent (7.5%) above the regular rate of pay.

578
579 7.9.2 A unit member who receives a shift differential premium on the basis of their shift shall
580 suffer no reduction in pay, including differential, when assigned temporarily to a day shift
581 of twenty (20) days or less.

582
583 **7.10 Overtime Distribution:**

584
585 7.10.1 Every attempt shall be made to avoid distributing overtime repeatedly to the same
586 bargaining unit member.

587
588 7.10.2 In the event the overtime requires special skills, those special skills will be carefully
589 considered in distributing overtime.

590
591 **7.11 Call-In Time:** Any unit member called in to work by an administrator (i.e. supervisor, Director,
592 Dean, VP, President, etc.) on a day when the unit member is not scheduled to work or after
593 completion of their regular assignment shall receive a minimum of four (4) hours pay. Unit
594 members on Call-In time which is completed remotely (from home or other location) shall receive
595 a minimum of two (2) hours pay.

596
597 **7.12 On-Call Time:** A supervisor may assign a unit member “On-Call Time” where the unit member is
598 available for a time when the site is closed for the weekend, holiday or other time when work is not
599 regularly scheduled, and the unit member shall receive two (2) hours pay per day. At such time, the
600 unit member must be prepared to report for work (no work-inhibiting beverages or other potential
601 impairments to hinder working ability) within one-half (½) hour. On-Call Time shall be rotated as
602 reasonably and equally as possible among all qualified unit members as determined by the District.

603 **7.13 Right of Refusal:** Any unit member shall have the right to reject any offer or request for overtime,
604 call back, Call-In Time or On-Call Time. If everyone in the department refuses the request, the
605 overtime shall be assigned by the supervisor as equally as is practicable within each department,
606 and the overtime shall be accepted by the unit member. However, in an emergency that requires
607 immediate attention and an individual unit member has specific expertise to address the emergency,
608 the right of refusal cannot be exercised by the unit member.

609 **ARTICLE 8**

610 **PAY AND ALLOWANCES**

611 **8.1 Regular Rate of Pay:** The regular rate of pay for each position in the bargaining unit shall be in
612 accordance with the rates established for each class as provided for in Appendices A and B, which
613 is attached hereto and, by reference, incorporated as a part of this Agreement. The regular rate of
614 pay shall not include any shift differential and/or longevity increment required to be paid under this
615 Agreement.
616
617

618 **8.1.1 Bilingual Stipend:** Unit members who are directed by the manager or supervisor, with the
619 approval of the President, to use a verified bilingual ability as a regular and routine
620 component of their assignment shall be provided a stipend of two percent (2%) of base
621 salary. The District shall require testing of bilingual ability prior to authorization of the
622 initial additional compensation.
623
624

625 **8.2 Paychecks:** All regular paychecks of unit members in the bargaining unit shall be itemized in
626 accordance with the Orange County Department of Education payroll procedures.
627

628 **8.3 Paycheck Frequency:** All regular full-time unit members in the bargaining unit shall be paid twice
629 per month, payable on or before the tenth (10th) and the twenty-fifth (25th) day of the month. If the
630 normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the
631 preceding workday. All regular hourly unit members shall be paid for actual services performed
632 during the period beginning the 15th day of the previous month through the 14th day of the current
633 month, on the 10th day of the following month. If there is a change in County procedures, issuance
634 of paychecks will be in accordance with new procedures.
635

636 **8.4 Payroll Errors:** Whenever it is determined that an error has been made in the calculation of
637 reporting in any classified unit member payroll or in the payment of any classified unit member's
638 salary, the District shall, within five (5) workdays following such determination, provide the unit
639 member with a statement of the correction. However the District, after standard payroll deductions,
640 shall withhold \$25.00 as a calculation adjustment. The purpose of the calculation adjustment is to
641 assure that the unit member is not overpaid, and any part of the calculation adjustment not
642 eventually required for this purpose shall be promptly paid to the unit member. In the case of an
643 underpayment, a supplemental payment will be paid to the unit member by the District. In the case
644 of an overpayment, the unit member shall promptly repay the District. A repayment schedule for
645 salary overpayment shall be agreed to between the unit member and the District.
646

647 **8.5 Lost Checks:** Any paycheck for a unit member in the bargaining unit which is lost after receipt or
648 which is not delivered within five (5) days of mailing, if mailed, shall be replaced in accordance
649 with Orange County Department of Education payroll procedures. The Office of Fiscal Services
650 will consider lost checks as a major priority and will act with as much speed as possible.
651

652 **8.6 Pay Increases:**

653 **8.6.1 2021/2022**

654
655
656 Effective beginning the 2021/2022 fiscal year, the Classified Salary Schedule will be
657 increased by 2.72%.

658 **8.6.2 2022/2023**
659
660 Effective beginning the 2022/2023 fiscal year, the Classified Salary Schedule will be
661 increased by 2.48%.
662

663 **8.6.3 2023/2024**
664
665 Effective beginning the 2023/2024 fiscal year, the Classified Salary Schedule will be
666 increased by 3.11%.
667

668 **8.6.4** Within sixty (60) days of the completion of negotiations, ratification by the unit and
669 approval of this Agreement by the Board of Trustees, the District shall provide each
670 member of the bargaining unit employed as of October 1, 2021, with a one-time off-
671 schedule payment in the gross amount of \$2,850, against which the District will withhold
672 all necessary deductions.
673

674 **8.7 Change in Range Assignments:**
675

676 **8.7.1 Promotion** - Any unit member receiving a promotion shall receive a salary increase of at
677 least five percent (5%). However, when the assignment results in a one (1) range increase
678 the unit member shall receive an adjustment of at least two and one-half percent (2.5%).
679

680 **8.7.1.1** The salary placement may be up to step three (3) if there is verifiable experience
681 in other positions based upon previous experience, education, certifications, and/or
682 other skillset, as determined by the Vice Chancellor Human Resources &
683 Employer/Employee Relations or the Executive Director Human Resources &
684 Employer/Employee Relations in consultation with CSEA. However, the
685 adjustment shall not be less than the percentages indicated in section 8.7.1 above.
686

687 **8.7.2 Temporary Assignment:** When a unit member is temporarily assigned to a higher
688 classification for more than five (5) work days within a fifteen (15) calendar day period,
689 the unit member will have their salary adjusted upward for the entire period they are
690 required to work in the higher classification, at a step that is at least a five percent (5%)
691 salary increase. However, when the out of classification assignment results in only a one
692 (1) range increase the unit member shall receive an adjustment of at least two and one-half
693 percent (2.5%). Unit members in a probationary status are not eligible for consideration to
694 a higher classification while on probation. Exceptions may be approved by the Vice
695 Chancellor of Human Resources (or designee) where a compelling circumstance may exist
696 subject to consultation with the Chapter President.
697

698 **8.8 Mileage:** Any unit member in the bargaining unit using their private vehicle on authorized District
699 business shall be reimbursed at the rate of the current IRS allowance, to be revised at the beginning
700 of each calendar year. The mileage computation shall include mileage necessary to return to the
701 unit member's normal job site after the completion of District business. This amount shall be
702 payable in a separate warrant drawn against District funds.
703

704 **8.9 Meals and/or Lodging:** Any unit member in the bargaining unit who, as a result of work
705 assignment, has meals and/or lodging away from the District shall be reimbursed for expenses as
706 required under District Administrative Regulations.

707 **8.10 Longevity:** The District agrees to additionally compensate long service unit members as specified
708 below:

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

- 709 **8.10.1** The provisions of Article 8.10 will be discontinued for all classified bargaining unit
710 members hired after October 1, 1998. An employee working for the District, but not
711 included in a classified bargaining unit position, will not be eligible for the provisions of
712 Article 8.10.
713
- 714 **8.11 Step Increments:** The District shall provide unit members a step increase after twelve (12) months
715 of service and thereafter an annual step increment for each remaining step indicated on the salary
716 schedule for the particular classification.
717
- 718 **8.12 Salary Placement:** New unit members will be placed on the first step of the range to which they
719 are appointed. However, the initial placement may be up to step three (3) if there is verifiable
720 experience in other positions based upon previous experience, education, certifications, and/or
721 other skillset, as determined by the Vice Chancellor Human Resources & Employer/Employee
722 Relations or the Executive Director Human Resources & Employer/Employee Relations in
723 consultation with CSEA. For the purposes of calculating months of service, the date of employment
724 shall be considered the first day of the month employed if the starting date is the first (1st) through
725 fifteenth (15th), or the first day of the following month when the starting date is the sixteenth (16th)
726 through the thirty-first (31st).
727
- 728 **8.13 Distribution of Job Information:** Upon initial employment bargaining unit members shall receive
729 a copy of their applicable job description, a specification of the monthly and hourly rates applicable
730 to their position, a statement of the duties of the position, a statement of the unit member's regular
731 work site, regularly assigned work shift, the hours per day, per week, and months per year.
732
- 733 **8.14 Parking:** Appropriate staff parking shall be provided on campus for \$40.00 per academic year for
734 full-time classified unit members and \$20.00 per academic year for part-time classified unit
735 members. Unit members may purchase a staff parking permit in accordance with BP-6750 to utilize
736 these areas.
737
- 738 **8.14.1** Two (2) annual parking passes will be provided for designated CSEA Representatives and
739 an additional annual parking pass will be provided for the assigned CSEA Labor Relations
740 Representative.
741
- 742 **8.15 New Classifications:** The District shall submit newly created classifications to CSEA for review.
743 The newly created classification shall be subject to negotiations to the extent required by law.
744
- 745 **8.16 Position Reclassification:** The unit member shall submit any proposed reclassification requests
746 during the application submission period of October 1st through November 15th to the Executive
747 Director of Human Resources (or designee). Only permanent unit members who have been in the
748 position for at least twenty-four (24) months may submit an application. Unit members may submit
749 an application for a position reclassification only once every two (2) years. The Reclassification
750 Committee shall be a joint CSEA and District committee composed of the Executive Director of
751 Human Resources (or designee), Director of Recruitment and Employment Services (or designee),
752 the Chapter 586 represented by the Chapter President (or designee), Chief Union Steward (or
753 designee). Any agreements reached by this committee shall be recommended to the Chancellor for
754 final action.
755
- 756 **8.16.1** The Reclassification Committee shall meet as needed to review reclassification requests.
757 The meeting(s) will be held at times and dates agreeable to CSEA and District
758 representatives.

759 **8.16.2 Criteria:** Where, as a result of the gradual increase of the duties being performed by a unit
760 member, and where the duties may be extended on a continuing basis, and where the
761 District elects not to remove the higher level duties, and where the new higher level duties
762 constitute more than thirty percent (30%) of the current position (as determined by the
763 Reclassification Committee); the incumbent unit member shall be entitled to have the
764 position reviewed. The District reserves the right to remove the higher level duties at any
765 time. It is the intent of this section to provide for the upgrading of positions to higher
766 classifications where there has been new higher level duties added, required by the District,
767 in the position being performed by incumbent unit members, where such changes are not
768 temporary in nature, and where changes require a skill level or a responsibility level higher
769 than that which is required of the existing position job description. Reclassification is not
770 appropriate based upon an increased volume of work, or based only upon an incumbent
771 unit member's special or unusual skills or qualifications unless the unit member is required
772 to use such skills or qualifications in the position.
773

774 **8.16.3 Process:** All applications must be timely. Incomplete applications will not be considered.
775 A complete application shall include:
776 • A completed and signed application submitted on the District designated form
777 • A current job description that clearly articulates the higher-level duties that have been
778 added
779

780 **8.16.4 Requests for Reclassifications:** "Request for Reclassification" forms may be obtained
781 electronically on the District's ERP System. All reclassification requests must be
782 electronically delivered to Human Resources using the ERP System.
783

784 Requests for reclassification shall be initiated by the incumbent unit member. All requests
785 submitted to Human Resources will also be provided to the appropriate supervisor. Human
786 Resources will be responsible for collecting information regarding each request. The
787 appropriate immediate supervisor shall complete the required form response to the request.
788 The Reclassification Committee shall review the requests and documentation to determine
789 their merits and may interview unit members and the appropriate immediate supervisor
790 affected by the outcome of the request for reclassification. Nothing in this process shall
791 prevent the committee from seeking additional information or interviews in order to ensure
792 a fair and impartial decision is reached.
793

794 **8.16.5 Changes in Job Content:** Should the District change the job content (requirements of the
795 job as to knowledge and skills, mental effort, responsibility and working conditions) of an
796 existing job, the following procedure shall be utilized:
797

798 **8.16.5.1** The proposed description will be developed and submitted to the Reclassification
799 Committee to determine if the job description and range accurately reflect the
800 scope of the job as currently performed and/or as proposed.
801

802 **8.16.5.2** If the Reclassification Committee agrees with the new job description and the
803 assigned salary range, the job description shall then be forwarded to the affected
804 unit member unless there is no affected unit member.
805

806 **8.16.5.4** Any adjustment in the salary rate will be effective as determined by the Vice
807 Chancellor of Human Resources.
808

- 809 **8.16.6 Salary Placement of Reclassified Unit Member(s):** When a unit member(s) is
810 reclassified to a higher range, the unit member(s) shall be placed at a minimum on the step
811 of the new range which will result in a percentage salary increase of at least five percent
812 (5%) unless resulting in only a one (1) range increase the unit member shall receive an
813 adjustment of at least two and one-half percent (2.5%) in accordance with Section 8.7.1
814 and 8.7.1.1.
815
- 816 **8.16.7 Decisions:** The decisions of the Reclassification Committee to recommend or not
817 recommend requests shall be reached by majority. The CSEA Chapter President or
818 designee and a District representative shall sign indicating agreement. If an agreement is
819 not reached in the initial decision or in the later appeal decision, the parties shall submit
820 their written rationale to the Vice Chancellor of Human Resources for a final decision. If
821 the request does not move forward, the District shall assess duties that are reasonably
822 related to the current job description and remove duties that are not consistent with the unit
823 member's current job description.
824
- 825 **8.16.8 Incumbent Rights:** When an entire class of positions is reclassified, the incumbent unit
826 members in the positions shall be entitled to serve in the new positions.
827
- 828 **8.16.9 Appeal Procedure:** The unit member may appeal the decision of the Reclassification
829 Committee within ten (10) working days from the date of notice to the unit member of the
830 Reclassification Committee's decision. If an appeal is made, the appellant shall submit any
831 new information/materials not previously submitted to the Reclassification Committee and
832 the Reclassification Committee may meet with the appellant and the appropriate
833 manager(s) if necessary to discuss the appeal, and then render a final decision within five
834 (5) working days. The decision of the Reclassification Committee in this situation shall be
835 final and shall not be subject to the grievance procedure.
836
- 837 **8.17 Salary Review:** The District shall conduct a market based salary survey by a mutually agreeable
838 classification consultant to be conducted in February of every third (3rd) year, beginning in 2020.
839 The study shall evaluate the relative position of salaries paid to mutually agreeable benchmark
840 classifications in relationship to other employers. When performing the labor market study, the
841 consultant shall survey the three (3) other Orange County Community College Districts, and other
842 California multi-college districts of similar size. The results of the study shall be submitted to the
843 District and CSEA for negotiations.
844
- 845 **8.18 Professional Growth:** The District shall contribute up to \$30,000 annually for a total of \$30,000
846 each year (that does not accrue or carry over) for a professional growth program. CSEA shall
847 establish criteria for this program subject to approval by the Vice Chancellor of Human Resources.

848
849
850
851
ARTICLE 9

HEALTH AND WELFARE BENEFITS

852 **9.1 Benefits Administration:** Benefits coverage and providers are recommended by the District
853 Benefits Committee. CSEA shall have the right to appoint at least one (1) representative to this
854 committee, which is responsible for researching and reviewing insurance plans, proposals and
855 benefits in order to insure that quality and cost effectiveness criteria are maintained. The District
856 has the right to select the insurance carrier as long as same coverage is maintained. In the event that
857 the carrier makes a unilateral change to the benefits over which District has no control, the District
858 shall inform the Union. In these circumstances, the District shall not be held financially or otherwise
859 responsible for the change. The Union may reopen negotiations for the limited purpose of
860 bargaining the impact of the change on their members.

861
862 **9.2 General Provisions:** All enrollments are subject to carrier restrictions. A District approved
863 employee assistance program may be implemented at no cost to unit members.
864

865 **9.3 Section 125 Flexible Benefits:** The District agrees to continue a Section 125 flexible benefit plan
866 to include dependent care and/or medical care reimbursement.
867

868 **9.4 Retiree Benefits:** Effective July 1, 2008, bargaining unit members who retire from the District and
869 PERS/STRS concurrently at sixty (60) years of age or older who have been employed in the District
870 for at least ten (10) consecutive years, during which they were health benefit eligible under the
871 terms of this Agreement immediately prior to retirement, shall receive the same District
872 contribution as provided active bargaining unit members under Article 9.5 below, toward health
873 benefits specified under Article 9.6 below, excluding long term disability and life insurance, the
874 legal assistance program and long term care insurance, until age sixty-five (65) or until the
875 bargaining unit member becomes eligible for Medicare, whichever is sooner. Any premium
876 increase above the District contribution under Article 9.5 below shall be paid by personal check by
877 the retiree in advance for the month of coverage.

878
879 **9.4.1 Medicare Eligibility and Continuation of Benefits:** The District shall provide retired unit
880 members who qualify for continuation of benefits under Article 9.4 with the option to
881 purchase, at unit member expense, supplemental medical coverage, provided the retiree
882 has obtained Medicare A and B coverage. Qualifying members must submit proof that they
883 have obtained Medicare A and B or any other provider required Medicare program. This
884 benefit is subject to the approval of the District Insurance carrier. This shall not be
885 considered a vested right of retirees. The retiree may select from Options A, B, C, or D
886 subject to the conditions set forth herein.
887

888 **Option A:** The current District supplemental medical plan is available to retirees. The cost
889 for the plan to the retired unit member shall be the actual cost paid by the District which is
890 to be paid monthly by the retiree in advance to the District. Payment must be received by
891 the 15th of the month prior to the month of coverage. If payment is not received by the first
892 day of the month of coverage the unit member shall be dropped from the coverage and
893 unable to participate in the future. The District reserves the right to establish a separate
894 medical insurance pool for retirees who qualify under this section.
895

896 **Option B:** The CompanionCare/Medicare Supplemental Plan will also be offered to
897 retirees as long as the District is covered by the Self-Insured Schools of California (SISC).

898 This program is directly administered by SISC. Should the District decide to change the
899 program administration from SISC, the District and CSEA will meet to negotiate a similar
900 program under a different administrator.

901
902 **Option C:** Blue Shield 65 Plus Medicare Advantage Plan shall be offered to retirees
903 through an HMO after assignment of the retiree’s Medicare benefit to the HMO provider.
904 The same conditions/stipulations apply to Option C as in Option B.

905
906 **Option D:** Kaiser Senior Advantage HMO Medicare Plan shall be offered to retirees
907 through an HMO after assignment of the retiree’s Medicare benefit to the HMO provider.
908 The same conditions/stipulations apply to Option D as in Option B and C.

909
910 **9.4.2** If the retiree has reached the age of Medicare eligibility but a dependent has not reached
911 such age, benefits for the dependent may continue under the following circumstances:

912
913 (a) The purchase of such coverage is permitted by the health carrier;

914
915 (b) The retiree has purchased Medicare A and B coverage, if eligible to purchase such
916 coverage; and

917
918 (c) The retiree pays an amount equal to the cost of the benefit eligible bargaining unit
919 member health benefit package, less the District’s cost of the supplemental medical
920 coverage for the retiree. For example, if the cost of the health benefit package for an
921 eligible bargaining unit member is \$1,000 per month, and the District’s cost for
922 supplemental insurance for the retiree is \$600 per month, the cost to the retiree for
923 continued dependent health benefits would be \$400 per month. If the retiree is not
924 eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed
925 by the insurance carrier.

926
927 **9.5 District Contribution:** Effective July 1, 2021, the District shall provide up to a maximum
928 contribution equivalent to the rates for the Blue Shield PPO effective in October 2021 for the 2021-
929 2022 plan year for District medical insurance for benefit eligible bargaining unit members and their
930 eligible dependents. For each succeeding fiscal year, the District shall raise its annual maximum
931 contribution by up to ten percent (10%) over the previous year’s District contribution. Any
932 premium increase above ten percent (10%) over the previous year’s District maximum contribution
933 shall be paid by active unit members through payroll deduction, provided however that the District
934 contribution shall not drop below the annual cost of the lesser of the HMO or PPO composite rate
935 plan premium.

936
937 **9.6 District Health Plans:** The benefits provided under Article 9.5 above shall be as follows:

938
939 (a) **Comprehensive PPO and HMO Medical Insurance**

940
941 (b) **Dental Insurance**

942
943 (c) **Vision Insurance**

944
945 (d) **Long Term Disability**

946
947 (e) **Life Insurance**

948 (f) **Legal Assistance Program:** The District shall pay one hundred percent (100%) of the
949 premium for a Legal Assistance Program for benefit eligible bargaining unit members.
950 Coverage provided shall meet the specifications on file with the District.

951
952 (g) **Long Term Care Insurance:** For the duration of this Agreement, the District shall pay one
953 hundred percent (100%) of the premium of long term care insurance for benefit eligible
954 bargaining unit members. Coverage provided shall meet the specifications on file with the
955 District.

956
957 **9.6.1** The District shall pay one hundred percent (100%) of the premium for vision, dental, long
958 term disability, legal and life insurance as specified in Article 9.6 for unit members and
959 their eligible dependents.

960
961 **9.7 Eligibility:** Bargaining unit members who work at least seventy-five percent (75%) of a full-time
962 assignment shall be covered under the programs provided in accordance with Section 9.5 above.
963 Bargaining unit members shall be enrolled in insurance programs on the first of the month
964 following fulfillment of the eligibility requirement.

965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987

ARTICLE 10

HOLIDAYS

10.1 Scheduled Holidays: The District agrees to provide all unit members in the bargaining unit twenty (20) paid holidays including a winter recess of no fewer than seven (7) working days.

10.1.1 A calendar committee will be convened each year to provide a recommendation for the twenty (20) 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 unit members.

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 unit member to lose any of the holidays clearly indicated in this Article.

988 **ARTICLE 11**

989 **VACATIONS**

990
991
992 **11.1 Eligibility:** All unit members in the bargaining unit shall earn paid vacation time under this Article.
993 Vacation benefits are earned on a fiscal year basis – July 1st through June 30th.

994
995 **11.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later
996 than the fiscal year immediately following the fiscal year in which it is earned. Following the
997 completion of six (6) months of service, the unit member shall be entitled to use earned paid
998 vacation.

999
1000 **11.2.1** Probationary unit members shall not be eligible to take vacation until the first day of the
1001 pay period following completion of six (6) working months of employment with the
1002 District. Earned vacation for probationary unit members shall not become a vested right
1003 until the unit member has completed six (6) working months of service. No payment for
1004 vacation accumulation shall be made to probationary unit members who separate from
1005 employment with the District prior to completion of six (6) working months of service.

1006
1007 **11.2.1.1** The Vice Chancellor of Human Resources or designee may grant exceptions to
1008 an appeal by a unit member.

1009
1010 **11.3 Accumulation:** Subject to Section 11.7 below, vacation time shall be earned and accumulated on
1011 a monthly basis in accordance with the following schedules:

1012
1013 **11.3.1** From the first (1st) month through the fifth (5th) year of service, vacation time shall be
1014 earned and accumulated at the rate of one (1) day vacation for each month of service, not
1015 to exceed twelve (12) days per fiscal year. Following the completion for the fifth (5th) year
1016 of service three (3) days of vacation shall be granted on a one time basis in addition to all
1017 other provisions in this Article.

1018
1019 **11.3.2** Commencing with the sixth (6th) year through the tenth (10th) year of service, vacation time
1020 shall be earned and accumulated at the rate of one and a quarter (1.25) days vacation for
1021 each month of service not to exceed fifteen (15) days per fiscal year. Following the
1022 completion of the tenth (10th) year of service three (3) days of vacation shall be granted on
1023 a one time basis in addition to all other provisions in this Article.

1024
1025 **11.3.3** Commencing with the eleventh (11th) year of service, vacation shall be earned and
1026 accumulated at the rate of one and a half (1.5) days of vacation for each month of service,
1027 not to exceed eighteen (18) days per fiscal year.

1028
1029 **11.3.4** Commencing with the sixteenth (16th) year of service, unit members shall earn and
1030 accumulate vacation at the rate of one and two-thirds (1.67) days of vacation for each
1031 month of service, not to exceed twenty (20) days per fiscal year.

1032
1033 **11.3.5 Illustration:**

1034
1035 TWELVE-MONTH UNIT MEMBERS

1036
1037

1 Month to	5 Years	12	Days Vacation
6 Years through	10 Years	15	Days Vacation
11 Years through	15 Years	18	Days Vacation
16 Years and after		20	Days Vacation

1038	<u>ELEVEN-MONTH UNIT MEMBERS</u>			
1039	1 Month to	5 Years	11	Days Vacation
1040				
1041	6 Years through	10 Years	13.75	Days Vacation
1042	11 Years through	15 Years	16.50	Days Vacation
1043				
1044	16 Years and after		18.33	Days Vacation
1045				

1046	<u>TEN-MONTH UNIT MEMBERS</u>			
1047	1 Month to	5 Years	10	Days Vacation
1048				
1049	6 Years through	10 Years	12.50	Days Vacation
1050	11 Years through	15 Years	15	Days Vacation
1051				
1052	16 Years and after		16.67	Days Vacation
1053				

1054 **11.4 Vacation Pay Upon Termination:** When a unit member in the bargaining unit, who has completed
 1055 six (6) months of service, is terminated for any reason, they shall be entitled to all vacation pay
 1056 earned and accumulated up to and including the effective date of the termination. An eligible unit
 1057 member who serves fifty percent (50%) or more, but less than seventy-five percent (75%) of a
 1058 month shall be entitled to one-half (1/2) of a month's vacation allowance. An eligible unit member
 1059 who serves at least seventy-five percent (75%) of the month shall be entitled to the full vacation
 1060 allowance for the month. Carry over of earned vacation shall be in accordance with Article 11.7.
 1061

1062 **11.5 Vacation Postponement:** If a bargaining unit member is unable to take their scheduled vacation
 1063 due to illness or injury, they may request that their vacation date be changed, and the District shall
 1064 grant such request in accordance with vacation dates available at that time. The unit member may
 1065 elect to have their vacation rescheduled in accordance with the vacation schedule available at that
 1066 time, or may request to carry over their vacation to the following year, subject to Section 11.7.
 1067

1068 **11.6 Vacation Scheduling:** Vacations shall be scheduled at times requested by unit members subject to
 1069 prior approval of the supervisor and may be denied based on operational needs of the department
 1070 such as peak periods, projects and workload needs. For optimal consideration, the employees
 1071 should provide a minimum of two (2) business days advance notice of the request to the supervisor.
 1072 Supervisors are encouraged to identify and provide advanced notice of peak periods for the unit as
 1073 early as possible. A supervisor or designee shall act on a vacation request within a reasonable period
 1074 of time. The order of approval shall be on a first-come basis. Approval of requests received on the
 1075 same date for the same vacation days shall be based on a rotational list, initially ranked by hire
 1076 date. Any supervisor or designee denying a vacation shall, upon the unit member's request,
 1077 communicate with the unit member within a reasonable period of time to discuss a potential
 1078 alternate mutually agreeable vacation period if available. If no agreement is reached, the unit
 1079 member may appeal to the Vice Chancellor of Human Resources or designee for a resolution of the
 1080 matter.
 1081

1082 **11.7 Vacation Carry-Over:** Unit members may not earn or accrue more than one and one-half (1.5)
 1083 times their annual vacation accrual as of August 31st of each year. A unit member who has accrued
 1084 more than one and one-half (1.5) times their annual vacation on August 31st of any year shall not
 1085 earn (nor accrue) further vacation leave until they reduce their vacation leave balance to an amount
 1086 not exceeding that limit. Unit members shall receive an electronic reminder to check their vacation
 1087 accrual by April of each year. It is the responsibility of unit members to monitor their vacation
 1088 accrual in Workday and to ensure that their vacation balance does not exceed the limit on August
 1089 31st. If a unit member is prevented by District action from taking any vacation accrued in excess of
 1090 the limit, such excess shall be paid by the District. For uncommon extra-ordinary circumstances, a

1091 bargaining unit member may request consideration by the Vice Chancellor of Human Resources to
1092 extend vacation beyond the accrual limit.

1093
1094 **11.8 Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit member, such
1095 holiday shall not be deducted from the earned vacation of the bargaining unit member.

1096
1097 **11.9 Interruption of Vacation:** A unit member in the bargaining unit shall be permitted to interrupt or
1098 terminate vacation leave in order to begin another type of paid leave, provided the unit member
1099 supplies notice and supporting information regarding the basis for such interruption or termination.

1100 **ARTICLE 12**

1101 **LEAVES**

1102
1103
1104 **12.1 Bereavement Leave:** Every unit member shall be entitled to bereavement leave as follows:

1105
1106 **12.1.1** Unit members shall be entitled to five (5) days of paid leave of absence for each occurrence
1107 for the death of a spouse or domestic partner, child; child of spouse or registered domestic
1108 partner; parent, step-parent, legal guardian of the unit member or of the spouse or domestic
1109 partner of the unit member.
1110

1111 **12.1.2** For any other member of the unit member's immediate family, defined as grandparent, or
1112 grandchild of the unit member or of the spouse or registered domestic partner of the unit
1113 member, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, former spouse,
1114 or any relative living in the immediate household of the unit member, the unit member
1115 shall be entitled to three (3) days paid leave of absence. If travel out-of-state is required,
1116 the unit member shall be entitled to five (5) days paid leave of absence.
1117

1118 **12.1.3** This leave shall not be deducted from sick leave. Entitled bereavement leave may be taken
1119 intermittently in full days and do not need to be taken consecutively. The leave must be
1120 taken within the same fiscal year; exceptions to the fiscal year requirement may be
1121 approved by the Vice Chancellor of Human Resources or designee. The Vice Chancellor
1122 of Human Resources or the Executive Director of Human Resources reserves the right to
1123 request verification. Bereavement leave for alternative schedules such as 4/10 will be based
1124 on weekly hours (i.e., for full-time employees bereavement will be based on forty (40)
1125 hours not five (5) days).
1126

1127 **12.1.4** Personal Necessity Leave can be used to extend bereavement leave.
1128

1129 **12.2 Jury Duty:** A unit member shall be entitled to leave without loss of pay for any time the unit
1130 member is required to perform jury duty. The District shall pay the unit member the difference, if
1131 any, between the amounts received from jury duty and the unit member's regular rate of pay. Any
1132 meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be
1133 considered in the amount received for jury duty. Any day during which any unit member in the
1134 bargaining unit whose regular shift commences at 11:00 a.m. or after and who is required to serve
1135 all or any part of the day on jury duty shall be relieved from work with pay. The unit member is to
1136 provide documentation of jury duty service.
1137

1138 **12.3 Military Leave:** A unit member shall be entitled to any military leave provided by law and shall
1139 retain all rights and privileges granted by law arising out of the exercise of military leave.
1140

1141 **12.4 Sick Leave:**

1142
1143 **12.4.1 Leave of Absence for Illness or Injury:** A unit member, employed five (5) days a week
1144 shall be granted twelve (12) days leave of absence for their own illness or injury, exclusive
1145 of all days they are not required to render service to the District, with full pay for a fiscal
1146 year of service.
1147

1148 **12.4.2** A unit member, employed five (5) days a week, who is employed for less than a full fiscal
1149 year is entitled to that proportion of twelve (12) days of absence for illness or injury as the

1150 number of months they are employed bears to twelve (12).
1151
1152 **12.4.3** A unit member employed less than five (5) days per week shall be entitled, for a fiscal year
1153 of service, to that proportion of twelve (12) days of leave of absence five (5). When such
1154 persons are employed for less than a full fiscal year of service, this Section and Section
1155 12.4.2 shall determine that proportion of leave of absence for illness or injury to which they
1156 are entitled.
1157
1158 **12.4.4** Pay for any day of such absence shall be the same as the pay which would have been
1159 received had the unit member served during the day of illness.
1160
1161 **12.4.5** At the beginning of each fiscal year, the full amount of sick leave granted under this Section
1162 shall be credited to each unit member. Credit for sick leave need not be accrued prior to
1163 taking such leave and such leave may be taken at any time during the year.
1164
1165 If unit member resigns, retires or terminates, or upon the conclusion of employment,
1166 unaccrued sick leave which has been taken shall be reimbursed to the District by deduction
1167 from the unit member's final pay check. If the final pay check is not sufficient, a repayment
1168 schedule shall be agreed to between the unit member and the District.
1169
1170 **12.4.6** Pregnancies and disabilities arising out of pregnancies shall be considered as an illness for
1171 the purposes of utilizing sick leave.
1172
1173 **12.4.7** If a unit member does not take the full amount of sick leave allowed in any year under this
1174 Section, the amount not taken shall be accumulated from year to year.
1175
1176 **12.4.8** Any accrued sick leave credit earned by a unit member but unused on the date of retirement
1177 shall be converted to retirement credit in accordance with the applicable PERS Rules and
1178 Regulations.
1179
1180 **12.4.9 Catastrophic Leave:** Unit members are entitled to participate in the catastrophic leave
1181 program as defined in Board Policy and Administrative Regulations. Upon request by
1182 CSEA, the District shall negotiate the effects of any change in Board Policy 7345 or
1183 Administrative Regulation 7345.
1184
1185 **12.5 Extended Sick Leave:** Each unit member shall once a year be credited with a total of 100 days
1186 extended sick leave in addition to the sick leave provided under Section 12.4.1 of this Article. Each
1187 day of extended sick leave provided by this section shall be compensated at the rate of fifty percent
1188 (50%) of the unit member's regular salary. The paid sick leave provided for under this section shall
1189 be in addition to any other paid leave provided for in this Article and shall be used after the
1190 exhaustion of the leaves provided in Sections 12.4 and 12.9. The leave in this section shall not be
1191 accumulative.
1192
1193 **12.5.1** A unit member must exhaust all accrued full paid sick leave prior to accessing the 100 days
1194 of extended sick leave (differential pay). Utilizing paid vacation in lieu leave is not
1195 allowable. The 100 day extended sick leave may be coordinated with vacation and other
1196 paid leaves if the unit member is out on a district approved medical leave or with approval
1197 of the Vice Chancellor of Human Resources or designee.
1198
1199 **12.6 Reemployment List:** When all available paid leaves of absence have been exhausted and if the

1200 unit member is not medically able to assume the duties of the person's position, the person shall be
1201 placed on a reemployment list for a period of thirty-nine (39) months. When available, during the
1202 thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the
1203 person's previous assignment over all other available candidates, except for a reemployment list
1204 established because of lack of work or lack of funds, in which case the person shall be listed in
1205 accordance with seniority.

1206
1207 A unit member who has been placed on a reemployment list, who has been medically released for
1208 return to duty, and who fails to accept the offer to return to a vacant position, shall be deemed to
1209 have resigned their employment.

1210
1211 **12.7 Personal Necessity:** Accumulated sick leave up to seven (7) days may be used in any school year
1212 by the unit member in cases of personal necessity, including any of the following: This is effective
1213 July 1, 2009.

1214
1215 **12.7.1** Death of a member of their immediate family when additional leave is required beyond
1216 that provided in Article 12, Section 12.1.

1217
1218 **12.7.2** Accident, involving their person or property, or the person or property of a member of their
1219 immediate family.

1220
1221 **12.7.3** Appearance in any court or before any administrative tribunal as a litigant, party, or witness
1222 under subpoena or any order made with jurisdiction.

1223
1224 **12.7.4** Serious or critical illness of a member of the immediate family. The illness should be such
1225 that it requires the services of a physician, and of such an emergency nature that the
1226 immediate presence of the unit member is required during the work day.

1227
1228 **12.7.5** Such other reasons which cannot be resolved before or after the unit member's working
1229 hours, is serious in nature, cannot be disregarded, and which requires the unit member's
1230 immediate attention.

1231
1232 **12.7.6** Notification of personal necessity leave shall be made through the appropriate District
1233 electronic procedure at least two (2) days in advance to the unit member's immediate
1234 supervisor. If two (2) days advance notice cannot be given, it shall be given as soon as
1235 possible.

1236
1237 **12.7.7** Personal Necessity leave shall not be used for convenience, social events, political
1238 activities, job actions, or occupational investigations except as provided in Section 17.10.2
1239 relating to layoffs. The Vice Chancellor of Human Resources & Employer/Employee
1240 Relations or Executive Director of Human Resources & Employer/Employee Relations
1241 may require verification of Personal Necessity Leave upon suspicion of a violation of this
1242 section.

1243
1244 **12.8** A medical statement will be required when a unit member is absent for longer than five (5)
1245 consecutive working days. The Board of Trustees designees limited to Chancellor, Vice Chancellor,
1246 or Director of Human Resources, may require verification from a physician concerning the unit
1247 member's injury, accident, or illness at any time regardless of the duration of the absence.

1248
1249 **12.9 Industrial Accident and Illness Leave:** In addition to any other benefits that a unit member may

1250 be entitled to under the Worker's Compensation laws of the State of California, unit members shall
1251 be entitled to the following benefits:

1252
1253 **12.9.1** A unit member suffering an injury or illness arising out of and in the course and scope of
1254 their employment shall be entitled to a leave of up to sixty (60) working days in any one
1255 (1) fiscal year for the same accident or illness. This leave shall not be accumulated from
1256 year to year, and when any leave will overlap a fiscal year, the unit member shall be
1257 entitled to only that amount remaining at the end of the fiscal year in which the injury or
1258 illness occurred.

1259
1260 **12.9.2** Payment for wages lost on any day shall not, when added to an award granted the unit
1261 member under the Worker's Compensation laws of the State of California, exceed the
1262 normal wage for the day.

1263
1264 **12.9.3** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits.
1265 When entitlement to industrial accident or illness leave under this Section has been
1266 exhausted, entitlement to other sick leave, vacation or other paid leave may then be used.
1267 If, however, a unit member is still receiving temporary disability payments under the
1268 Worker's Compensation laws of the State of California at the time of the exhaustion of
1269 benefits under this Section, they shall be entitled to use only so much of their accumulated
1270 and available normal sick leave and vacation leave, which, when added to the Worker's
1271 Compensation award, provides for a day's pay at the regular rate of pay.
1272

1273 **12.10 Parental Leave (Child Bonding); exhaustion of available sick leave; deduction from salary**
1274 **(Education Code 87780.1)**

1275
1276 **12.10.1** Definition of Parental Leave (Child Bonding): For the purposes of this Article, "parental
1277 leave" is defined as "leave for reason of the birth of a child of the unit member, or the
1278 placement of a child with a unit member in connection with the adoption or foster care of
1279 the child by the unit member."

1280
1281 **12.10.2** Eligibility for Parental Leave (Child Bonding)

1282
1283 **12.10.2.1** All full-time and part-time unit members who have been employed for 12
1284 months with the District are entitled to utilize parental leave.

1285
1286 **12.10.2.2** There is no threshold number of hours that part-time unit members, as well as
1287 full-time unit members, must work in order to be eligible for parental leave.
1288

1289 **12.10.3** General Provisions

1290
1291 **12.10.3.1** When both parents of the child are unit members of the District, the parents will
1292 be limited to a total of eighteen (18) workweeks of parental leave between the
1293 two of them with no more than twelve (12) weeks of allowable use for either
1294 unit member. Unit members within the same unit, department, or division may
1295 not be approved for concurrent or consecutive leaves as the District reserves the
1296 right to approve based upon operational need.
1297

1298 **12.10.3.2** The unit member is entitled to take parental leave in intermittent periods within
1299 the 12-month period; however, the aggregate amount of parental leave taken
1300 shall not exceed twelve (12) workweeks in the 12-month period. Intermittent

1301 parental leave must be taken in minimum leave durations of two weeks at a
1302 time. A unit member may be granted a parental leave request of less than (2)
1303 two weeks no more than two (2) times in a 12-month period.

1304
1305 **12.10.3.3** If a fiscal year concludes before the 12-workweek period is exhausted, the unit
1306 member may take the balance of the 12-workweek period in the subsequent
1307 fiscal year.

1308
1309 **12.10.4** The unit member is entitled to use their accrued paid sick leave and extended sick leave
1310 in taking parental leave, if the unit member chooses to do so.

1311
1312 **12.10.4.1** The unit member must first use their regular accrued paid sick leave, and then,
1313 when this accrued leave is exhausted, the unit member is entitled to use
1314 extended sick leave, for a total of 12 workweeks in any 12-month period.

1315
1316 **12.10.5** The unit member is also entitled to use their vacation leave in taking parental leave, if the
1317 unit member chooses to do so.

1318
1319 **12.10.6** The unit member can choose to, but is not required to, use their paid leaves. e.g., sick
1320 leave or vacation leave, when taking parental leave.

1321
1322 **12.10.7** Paid parental leave under this Article runs concurrently with unpaid parental leave under
1323 the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act
1324 (FMLA) for a total of 12 workweeks during any 12-month period.

1325
1326 **12.10.8** When all paid leaves have been exhausted, the unit member is entitled to utilize unpaid
1327 leave up to 12 workweeks.

1328
1329 **12.11 General Leaves:** A unit member shall have the right to apply for a paid or unpaid leave of absence
1330 at any time upon any terms acceptable to the District and a unit member.

1331
1332 **12.11.1** Any unit member in the bargaining unit on general leave shall continue to receive their
1333 current medical, dental, vision, life and long-term disability insurance benefits for the first
1334 three (3) months. After this period, they shall have the option of continuing medical and/or
1335 other insurance coverage under the District's plan at their own expense.

1336
1337 **12.12 Educational Leave:** Unit members shall be entitled to paid time off for educational leave to take
1338 classes when their attendance at these classes is mandated by the District.

1339
1340 **12.13 Convenience Leave:**

1341
1342 **12.13.1** Unit members in paid status throughout the fiscal year not utilizing any sick leave during
1343 the fiscal year shall be entitled to two (2) days of non-cumulative paid convenience leave
1344 which must be taken by the unit member in the following fiscal year.

1345
1346 **12.13.2** Unit members in paid status throughout the fiscal year utilizing no more than two
1347 (2) sick leave days during the fiscal year shall be entitled to one (1) day of non-cumulative
1348 paid convenience leave which must be taken by the unit member in the following fiscal
1349 year.

1350

1351 **12.13.3** The convenience leave authorized by this Section shall be scheduled subject to the mutual
1352 agreement of the supervisor and the unit member. Scheduling shall take into consideration
1353 other unit members' leaves and vacations. Unit members shall be entitled to take
1354 convenience leave pursuant to Section 12.13 during the fiscal year immediately following
1355 the fiscal year in which the convenience leave was earned. It is agreed and understood
1356 that this convenience leave does not constitute a form of salary and will not result in any
1357 monetary liability to the District or payment to the unit member.
1358

1359 **12.13.4** The use of authorized personal necessity leave taken during the fiscal year shall not
1360 disqualify unit members from these provisions.
1361

1362 **12.13.5 Convenience Leave Table:**

<u>Sick Time Used in One Year</u>	<u>Convenience Leave Earned for the following Year</u>
1368 None	1368 Two (2) days
1369 Two (2) days or less	1369 One (1) day

1370
1371 **12.14 Banked Holiday Leave:** Banked Holiday Leave time may be accumulated when a unit member
1372 works either part-time or on an alternate work schedule assignment such as 9/80, 36/4 or 4/10
1373 schedule. In these circumstances, when a unit member has a scheduled day off during their regular
1374 work year that falls on a negotiated holiday, those hours can be accumulated as "Banked Holiday
1375 Leave."

- 1376 • Banked Holiday Leave may be accumulated up to forty (40) hours annually.
- 1377 • All Banked Holiday Leave in excess of forty (40) hours shall be paid annually on
1378 the first payroll of the new fiscal year (August 10th payroll).

1379
1380 **12.15 Participation in School Activities of Children Leave**

1381
1382 **12.15.1** A unit member who is a parent, guardian, stepparent, foster parent, or grandparent of, or
1383 a person who stands in loco parentis to a child, of one or more children in kindergarten or
1384 grades 1 to 12, inclusive, or attending a licensed child care provider, may take off up to
1385 forty (40) hours each year, not exceeding eight (8) hours in any calendar month of the
1386 year, to participate in activities of the school or licensed child care provider of any of their
1387 children, if the unit member, prior to taking the time off, gives reasonable notice to the
1388 District of the planned absence of the unit member.
1389

1390 **12.15.2** If both parents of a child work at the same worksite, the entitlement under 12.15.1 of a
1391 planned absence as to that child applies, at any one time, only to the parent who first gives
1392 notice to the District, such that the other parent may take a planned absence
1393 simultaneously as to that same child under the conditions described in 12.15.1 only if they
1394 obtains the District's approval for the requested time off.
1395

1396 **12.15.3** Unit members shall utilize existing vacation, personal leave, or compensatory time off for
1397 purposes of the planned absence. A unit member also may utilize time off without pay for
1398 this purpose.
1399

1400 **12.16 Family Leave:** Unit members shall be allowed to use up to half of their annual sick leave accrual

1401 for diagnosis, care or treatment of an existing health condition of, or preventive care for an
1402 employee's family member. The use of Family Leave during the fiscal year may disqualify unit
1403 members from receiving Convenience Leave.

1404 **ARTICLE 13**

1405 **TRANSFERS AND REASSIGNMENT**

1406
1407
1408 **13.1 Lateral Transfer within Current Classification:** A unit member may request a lateral transfer to
1409 an open position within the unit member’s current permanent classification. A qualified applicant
1410 shall be a permanent (not probationary) bargaining unit member serving in the same salary range
1411 and comparable position as that of the open position and who meets the qualifications for the open
1412 position per the job description for that position. The open position shall be posted for ten (10)
1413 working days at appropriate work locations prior to the commencement of interviews. Eligible unit
1414 members may apply for the position by filing an appropriate District application with the Office of
1415 Human Resources within the time limits specified and will be granted an interview. The District
1416 retains the right to hire the most suitable applicant for the position. All applicants shall receive
1417 notice of the selection determination.
1418

1419 **13.2 Open Position:** When a bargaining unit position has not been filled through a lateral transfer under
1420 Section 13.1, or if a vacancy has been created through a lateral transfer, then the open position shall
1421 be posted at appropriate work locations for not less than ten (10) working days, as well as advertised
1422 externally. Any unit member in the bargaining unit may apply for the position by filing an
1423 appropriate District approved application with the Office of Human Resources within the time
1424 limits specified. All qualified bargaining unit members shall be interviewed. All bargaining unit
1425 member applicants shall receive notice of the selection determination.
1426

1427 **13.3 Notice Contents:** The vacancy announcements for purposes of Sections 13.1 and 13.2 shall
1428 include: the job title, a brief description of the position and duties, the minimum qualifications
1429 required for the position, the assigned work location, the number of hours per day, regular assigned
1430 work shift times, days per week, and months per year assigned to the position, the salary range, and
1431 the deadline for filing to fill the vacancy.
1432

1433 **13.4 Medical Transfers:** The District shall give alternate work for which the unit member is qualified
1434 when the same is available to a unit member who has become medically unable to satisfactorily
1435 perform their regular duties. After a unit member has become medically unable to satisfactorily
1436 perform their regular duties, the Vice Chancellor, or their designee, and the unit member shall meet
1437 following a request from the unit member to determine whether there is work for which the unit
1438 member is qualified and is physically able to perform. The alternate work may constitute demotion,
1439 or lateral transfer into a vacant position that is either equivalent to the employee’s original position
1440 in pay and status or lower as a reasonable accommodation. It is recognized that one (1) or more
1441 meetings may need to take place. The opportunity for alternate work shall be made available for a
1442 period of up to one (1) year after the unit member is medically unable to satisfactorily perform their
1443 regular duties. If the unit member declines alternate work, the District shall have satisfied all of its
1444 obligations with regard to alternate work.
1445

1446 **13.5 Disability Accommodations:** Each request for reasonable accommodation under each applicable
1447 disability statutes by a bargaining unit member shall be referred to the District and CSEA, if the
1448 unit member elects to be represented by CSEA, for examination on an individual basis.
1449

1450 **13.6 District Initiated Transfer:**

1451
1452 **13.6.1 Temporary Transfer:** In the event a unit member is temporarily assigned to work in a
1453 work location other than the unit member’s normal work site for a period in excess of five

1454 (5) working days, the unit member shall be granted, upon written request, the opportunity
1455 for a personal conference with the unit member's current immediate supervisor and/or a
1456 representative from the Office of Human Resources. A temporary transfer in excess of
1457 twenty (20) working days shall be processed in accordance with Section 13.6.2.
1458

1459 **13.6.2 District Initiated Transfer:** Unit members may be transferred for non-disciplinary
1460 reasons under this Article when it is in the best interest of the District. Transfer is a
1461 movement from one (1) location or operating unit to another within the South Orange
1462 County Community College District and within the unit member's same classification. The
1463 District agrees that it shall seek voluntary transfers prior to requiring an involuntary transfer
1464 by posting notice for seven (7) working days on the Human Resources website. The District
1465 shall not be arbitrary, capricious, or discriminatory in the application of District initiated
1466 transfers. The District shall give twenty (20) working days' notice to affected unit members
1467 before initiating a District transfer. By mutual agreement between the District and the unit
1468 member, notice time can be less than twenty (20) working days. The unit member shall be
1469 granted, upon written request, the opportunity for a personal conference with the unit
1470 member's current immediate supervisor and/or a representative from the Office of Human
1471 Resources.
1472

1473 **13.7 Reversion Rights:**
1474

1475 **13.7.1** A unit member who is promoted and fails to complete the required probationary period of
1476 six (6) months shall be returned to the classification in which the unit member held
1477 permanency immediately prior to the promotion. To be eligible:
1478

- 1479 1) There must be an available, vacant position in the unit member's prior classification; or
- 1480 2) The unit member must have greater seniority than the least senior unit member serving
1481 in that classification. A position is not available and vacant when the position is not
1482 being filled due to a hiring freeze.
1483

1484 **13.7.2** In the event the returning unit member cannot displace a unit member in the classification
1485 immediately held prior to promotion, the returning unit member may displace the least
1486 senior unit member of the next previously held classification as per Section 13.7.1.
1487

1488 **13.7.3** Any unit member displaced as a result of the application of this Article shall be entitled to
1489 the displacement provisions of Sections 13.7.1 and 13.7.2. It is recognized that this process
1490 of bumping may ultimately result in the layoff of a unit member. Any such layoff shall be
1491 processed in accordance with the provisions of Article 17 of this Agreement.
1492

1493 **13.7.4** Promoted unit members who return to their former or other classifications shall be credited
1494 with the time earned in the promoted classification to the position held immediately prior
1495 to promotion.
1496

1497 **13.7.5** Promoted unit members who have completed the initial probationary period in any
1498 classification shall retain all rights, benefits and burdens of a permanent unit member as to
1499 any classification in which permanency has been obtained.

1500 **ARTICLE 14**

1501 **GRIEVANCE PROCEDURE**

1502

1503

1504 **14.1 Definitions:**

1505

1506 **14.1.1** Grievance – a formal written allegation by grievant aggrieved of a violation of a specific

1507 Article, Section or provision of this Agreement.

1508

1509 **14.1.1.1** “Grievance” as defined in this Agreement, shall be brought only through this

1510 procedure.

1511

1512 **14.1.1.2** Actions to challenge or change the policies of the District as set forth in law,

1513 policies, rules and regulations and procedures not contained within this

1514 Agreement, must be undertaken under separate processes.

1515

1516 **14.1.2** Grievant – any unit member or the exclusive bargaining representative covered by the

1517 terms of this Agreement who is aggrieved.

1518

1519 **14.1.3** Day – a “day” (for purposes of this Grievance Article) any day on which the central

1520 administrative office of the District is regularly open for business.

1521

1522 **14.1.4** Immediate Supervisor – the immediate supervisor is the first District- designated

1523 administrator or classified manager as reflected in the Human Resources organizational

1524 plan.

1525

1526 **14.1.5** Grievance Forms - for purposes of filing a written grievance, the grievance forms are

1527 located in the Appendix.

1528

1529 **14.2 Time Limits**

1530

1531 **14.2.1** A grievant who fails to comply with the established time limits at any step shall forfeit all

1532 rights to process the existing grievance.

1533

1534 **14.2.2** District failure to respond within established time limits at any step entitles the grievant to

1535 proceed to the next step.

1536

1537 **14.2.3** Time is of the essence in all processing of grievances.

1538

1539 **14.2.4** Time or procedural steps may be waived at any step by mutual written agreement between

1540 the grievant and/or CSEA and the District.

1541

1542 **14.3 Other Provisions**

1543

1544 **14.3.1** Unit Member Rights – No probationary unit member may use this grievance procedure in

1545 any way to appeal discharge. No unit member shall use this grievance procedure to appeal

1546 any Board decision if such decision is a result of a State or federal regulatory commission

1547 or agency, or State or federal law decision.

1548

1549 **14.3.2** The grievant may be represented by a CSEA Union Steward at all levels of the grievance

1550 procedures under 14.4 below, with no loss of pay or benefits to either party.

1551
1552 **14.3.3** Prior to filing a grievance at Level I below, the grievant is encouraged to discuss the
1553 grievance with their supervisor/manager or designee.

1554
1555 **14.3.4 Grievance Witnesses:** The District shall make available for testimony in connection with
1556 the grievance procedure a District unit member whose appearance is requested by the
1557 grievant or CSEA.

1558
1559 **14.3.5 Group Grievances:** If the grievance involves unit members with different immediate
1560 supervisors, the grievance may be filed at Step Two.

1561
1562 **14.3.6 Policy Grievances:** If the grievance involves Districtwide interpretation of this
1563 Agreement, affecting the entire bargaining unit, the grievance may be submitted by CSEA
1564 to the Chancellor or designee.

1565
1566 **14.3.7 Employee-Process Grievance:** A unit member covered by this Agreement may present a
1567 grievance directly and have such grievance adjusted without intervention of CSEA as long
1568 as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be
1569 provided a copy of any grievances filed by unit members directly and any responses by the
1570 District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of
1571 the proposed resolution for review. CSEA shall be given ten (10) days to file a written
1572 response to the proposed resolution. Any disagreement concerning whether the settlement
1573 is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.

1574
1575 **14.3.8 Separate Grievance File:** All materials concerning a unit member's grievance shall be
1576 kept in a file separate from the unit member's personnel file, which file shall be available
1577 for inspection only by the unit member the CSEA Union Steward upon permission by the
1578 grievant and those management, supervisory, and confidential employees directly involved
1579 in the grievance procedure.

1580
1581 **14.4 Procedural Steps**

1582
1583 **14.4.1 Informal Resolution**

1584
1585 **14.4.1.1** Within thirty-five (35) days after the bargaining unit member knew or reasonably
1586 should have known of the act or omission giving rise to the grievance and before
1587 filing a formal written grievance, the bargaining unit member should attempt to
1588 resolve it by an informal conference with their immediate supervisor. The
1589 bargaining unit member may pursue the informal procedure through the
1590 immediate supervisor's chain of command. This informal procedure may be
1591 utilized up to and including the second management level above the immediate
1592 supervisor. If an action of the immediate supervisor is the basis for the grievance,
1593 the bargaining unit member may initiate the informal process at the next level of
1594 management above the immediate supervisor. The bargaining unit member may
1595 initiate the formal level at any point in this informal procedure. The District and
1596 CSEA, Chapter 586 agree to attempt resolving grievances at the lowest
1597 supervisory level whenever possible.

1598
1599 **14.4.2 Level I – Immediate Supervisor/Manager or Designee**

1600 **14.4.2.1** Within fifteen (15) days after the most recent meeting at the informal level or
1601 within thirty-five (35) days after the bargaining unit member knew or reasonably
1602 should have known of the act or omission giving rise to the grievance, the grievant
1603 shall present their grievance in writing to the immediate supervisor/manager or
1604 designee on the District Level I grievance form. The grievance shall contain; a
1605 clear and concise statement of the grievance; the circumstances involved; any
1606 supporting evidence; the specific Sections of the Agreement alleged to have been
1607 violated; the affected unit member(s); and the specific remedy sought.

1608
1609 **14.4.2.2** The immediate supervisor, manager or designee, as applicable, or the grievant
1610 may request a conference to discuss the grievance within the above time limits.

1611
1612 **14.4.2.3** The immediate supervisor, manager or designee, shall hold a conference with the
1613 grievant and communicate the decision to the grievant in writing on the grievance
1614 form within ten (10) days of receiving the grievance.

1615
1616 **14.4.3 Level II – President or Designee**

1617
1618 **14.4.3.1** If the grievant is not satisfied with the decision at Level I, the grievant may appeal
1619 the decision by completing and submitting a Level II grievance form to the
1620 President or designee within ten (10) days.

1621
1622 **14.4.3.2** In order to be processed or considered, the appeal shall include copies of the
1623 original grievance and decision rendered, if rendered, and reason for appeal.

1624
1625 **14.4.3.3** The President, or designee, shall hold a conference with the grievant and
1626 communicate the decision to the grievant in writing on the grievance form within
1627 ten (10) days of receiving the appeal and forward a copy of the response to CSEA.

1628
1629 **14.4.3.4** The President’s designee or the Vice Chancellor’s designee shall not be any
1630 person who has previously ruled on the grievance at any of the previous levels.

1631
1632 **14.4.4 Level III – Chancellor or Designee**

1633
1634 **14.4.4.1** If the grievant is not satisfied with the decision at Level II, the grievant may
1635 appeal the decision by completing and submitting a Level III grievance form to
1636 the Chancellor or designee within ten (10) days.

1637
1638 **14.4.4.2** The appeal shall include a copy of the original grievance and appeals with
1639 decision rendered, and reasons for the appeal.

1640
1641 **14.4.4.3** The Chancellor or designee shall communicate the decision in writing to the
1642 grievant within fifteen (15) days of receiving the appeal. The Chancellor may hold
1643 a conference with the grievant within the above time limits and forward a copy of
1644 the response to CSEA.

1645
1646 **14.4.4.4** The Chancellor’s designee shall not be any person who has previously ruled on
1647 the grievance at any previous level.

1648
1649 **14.4.5 Level IV - Arbitration**

1650 **14.4.5.1** Where the grievant and CSEA wish to proceed to arbitration, a request shall be
1651 made to the Vice Chancellor of Human Resources or designee within five (5) days
1652 of the receipt of the Chancellor’s or designee’s decision. Should CSEA and the
1653 District be unable to mutually agree on the selection of an arbitrator:

1654
1655 **14.4.5.1.1** The Vice Chancellor of Human Resources or designee shall request a
1656 list of arbitrators from the State Mediation and Conciliation Service.
1657

1658 **14.4.5.1.2** Within five (5) days after receipt of the list, a representative of the
1659 District and a representative of CSEA shall alternately strike names
1660 from the list until only one name remains.
1661

1662 **14.4.5.1.3** Upon receiving the request to move to arbitration, the Vice Chancellor
1663 of Human Resources or designee shall contact the selected arbitrator to
1664 schedule a hearing at the earliest convenience of the arbitrator. The
1665 parties agree to schedule the arbitration hearing within three (3) months
1666 of the request for arbitration.
1667

1668 For the purpose of this Section, the “schedule arbitration” means that
1669 the parties will contact the mutually-selected arbitrator and request
1670 confirmation of a scheduled date for the arbitrator. Every effort will be
1671 made to schedule the arbitration hearing within three (3) months of the
1672 request for arbitration. Through mutual agreement, the hearing may be
1673 extended beyond the three (3) month period of time.
1674

1675 **14.4.5.1.4** Arbitrator expenses, including any per diem fees, actual and necessary
1676 travel and subsistence expense, and other fees and expenses shall be
1677 shared equally by the parties. Other expenses shall be borne by the party
1678 incurring them. Neither party shall be responsible for the expense of
1679 witnesses called by the other who are not District employees.
1680

1681 The grievant and the CSEA representative shall be provided reasonable
1682 release time to process a grievance without loss of pay or benefits.
1683

1684 **14.4.5.1.5** The arbitrator shall, as soon as possible, hear evidence and render a
1685 decision on the issue or issues submitted. If either party so requests, the
1686 arbitrator shall specifically rule upon the arbitrability of issues prior to
1687 the hearing on the merits of the grievance. If the parties cannot agree
1688 upon a statement of the issues to be arbitrated, the arbitrator shall
1689 determine the issues by referring to the written grievance and the
1690 answers thereto at each step.
1691

1692 **14.4.5.1.6** The arbitrator may only render a decision on the interpretation of the
1693 provision or provisions of this Agreement at issue between the parties.
1694 The arbitrator shall have no authority to add to, subtract from, alter,
1695 amend, or modify any provisions of this Agreement. The arbitrator
1696 shall be without power or authority to make any decision that requires
1697 the District or the administration to perform an illegal act.
1698

1699 **14.4.5.1.7** After a hearing, and after both parties have had an opportunity to make
1700 written or oral arguments, the arbitrator shall submit, in writing, to all

1701 parties, their findings and award. The award of the arbitrator shall be
1702 binding on the Board of Trustees unless a court of competent
1703 jurisdiction directs otherwise.

1704
1705 **14.4.5.2 Arbitrator’s Recommendation**

1706
1707 **14.4.5.2.1** The Board shall adopt the arbitrator’s recommendation at its next
1708 regular meeting after receipt, providing a minimum of ten (10) days
1709 have elapsed from receipt to the Board meeting.

1710
1711 **14.4.5.2.2** The Chancellor may meet with the grievant and representatives to
1712 discuss other alternative solutions, if the arbitrator’s decision would
1713 result in a proven financial hardship for the District. Any meeting to
1714 discuss alternative solutions does not release the District from the
1715 binding award recommended by the arbitrator unless agreed to in
1716 writing by the District and CSEA.

1717
1718 **14.4.5.2.3** Any references to timelines or procedural steps as outlined in this
1719 article may be waived based on compelling circumstances and upon
1720 mutual agreement between CSEA and the District.

1721 **ARTICLE 15**

1722 **DISCIPLINARY ACTIONS**

1723
1724
1725 **15.1 Permanent Classified Unit Members:** Permanent classified unit members shall only be subject
1726 to discipline for cause. Disciplinary actions herein shall be defined as dismissal, suspension or
1727 demotion.

1728
1729 **15.1.1** The level of discipline imposed shall be guided by the principles of progressive discipline,
1730 beginning with oral counseling, if appropriate. Prior to taking disciplinary action, the
1731 District may pursue non-disciplinary corrective action in an attempt to remediate employee
1732 conduct or performance. Non-disciplinary actions may include oral counseling, oral
1733 warnings, oral reprimands, written warnings, and written reprimands. Non-disciplinary
1734 actions do not deprive any employee of any incidents of employment and are intended to
1735 aid the employee in improving and correcting behaviors prior to the imposition of
1736 disciplinary action. Progressive discipline should be administered in a neutral, reasonable,
1737 and confidential manner (See Article 23). While a reprimand is not a disciplinary action as
1738 defined by the Education Code, it is included under the concept of progressive discipline,
1739 in appropriate circumstances. If issued, a written reprimand shall include specific
1740 recommendations and directions for improvement.

1741
1742 **15.1.2** CSEA and the District agree that progressive discipline will be applied except in cases of
1743 severe disciplinary infractions, such as being an immediate threat to the health, safety, and
1744 wellbeing of students, employees, or the public, criminal actions, acts of gross misconduct,
1745 or acts that are intentional, wanton, willful, deliberate, reckless, or in deliberate
1746 indifference to the District's interest.

1747
1748 **15.2 Disciplinary Grounds:** Disciplinary actions shall be imposed on unit members of the bargaining
1749 unit for the following reasons:

1750
1751 **15.2.1** Incompetency. (Examples may include situations in which an employee is incapable,
1752 through lack of skill, education, training, ability, or effort, of performing the duties of the
1753 position within an acceptable range of performance.)

1754
1755 **15.2.2** Inefficiency. (Examples may include continuous failure to meet an acceptable level of
1756 productivity maintained by those in similar positions or repeated acts of carelessness,
1757 indifference or laziness resulting in unreasonable delays or poor work product.)

1758
1759 **15.2.3** Insubordination. A refusal to obey a directive which a supervisor or administrator is
1760 entitled to give and have obeyed.

1761
1762 **15.2.4** Inattention to or dereliction of duty, or an inexcusable neglect of duty. (Examples may
1763 include an employee's unjustified, intentional, or grossly negligent failure to perform a
1764 known official duty.)

1765
1766 **15.2.5** Dishonesty. (Examples may include an employee's untruthful statements, fabricated
1767 excuses, falsification of reports or other documents, stealing, cheating, defrauding,
1768 embezzling, or obtaining property or money under false pretenses; or the use of fraud,
1769 deception, or misrepresentation of material facts in the employment relationship.)

- 1770 15.2.6 Immoral conduct. (Examples may include conduct or behavior which is contrary to
 1771 commonly accepted moral or ethical standards and endangers the health, welfare, safety or
 1772 education of any employees, students and/or members of the public.)
 1773
- 1774 15.2.7 Discourteous and/or abusive treatment of public, employees and/or students. (Examples
 1775 may include rudeness, swearing, yelling, belligerence, fighting, threatening or intimidating
 1776 behavior, or other disruptive conduct. Also includes use of insulting, offensive, abusive, or
 1777 inappropriate language not rising to the level of discrimination or harassment.)
 1778
- 1779 15.2.8 Any willful failure of good conduct that tends to injure the public service.
 1780
- 1781 15.2.9 Engaging in a political activity during assigned working hours.
 1782
- 1783 15.2.10 Unreported, unexcused, unauthorized, and/or persistent absences or tardiness.
 1784
- 1785 15.2.11 Conviction of a sex offense as defined in Education Code Section 87010 or a controlled
 1786 substance offense as defined in Education Code Section 87011.
 1787
- 1788 15.2.12 Willful or persistent violation of Board Policies, this agreement, and/or Administrative
 1789 Regulations.
 1790
- 1791 15.2.13 Use of District e-mail, Internet, mail services equipment, materials and/or facilities for
 1792 personal and/or political purposes as defined in Board Policy and/or Administrative
 1793 Regulations.
 1794
- 1795 15.2.14 Unexcused possession of and/or under the influence of alcohol or controlled substances as
 1796 defined in the California Health and Safety Code during work.
 1797
- 1798 **15.3 Probationary Unit Members:** Probationary unit members are subject to disciplinary action
 1799 including dismissal without the benefit of advance notice or hearing.
 1800
- 1801 **15.4 Timeliness:** The District shall not initiate any disciplinary action for any cause alleged to have
 1802 arisen prior to the unit member becoming permanent nor for any cause alleged to have arisen more
 1803 than two (2) years preceding the date of the filing of the notice of intent to impose discipline, unless
 1804 such cause was concealed or not disclosed by such unit member when it could be reasonably
 1805 assumed that the unit member should have disclosed the facts to the District. However, the District
 1806 may use prior discipline and written warnings and/or reprimands to establish a prior pattern of
 1807 conduct.
 1808
- 1809 **15.5 Pre-Disciplinary Due Process Meeting Procedure (Skelly):** When suspension, demotion, or
 1810 discharge are recommended, the Vice Chancellor of Human Resources will notify the Board and
 1811 the employee and state the reasons. Such notice shall be in writing, and shall be served in person
 1812 or by certified mail upon the unit member by the Chancellor or appointed designee. The written
 1813 notice shall include a statement of the unit member's right to a pre-disciplinary (Skelly) meeting
 1814 on the charges, the period within which such a due process meeting (Skelly) will occur; and the
 1815 unit member's right to be represented by CSEA, if requested. The investigation, due process
 1816 meeting (Skelly), and defense shall be limited to the reasons for the charge by the Chancellor or
 1817 designee. At the conclusion of the due process meeting (Skelly), the neutral Skelly officer shall
 1818 submit in writing a recommendation to the Vice Chancellor of Human Resources.

1819 **15.5.1** At the conclusion of the due process meeting (Skelly) procedure, if the proposed
1820 recommended disciplinary action is upheld, the employee will receive written notice of
1821 their right to appeal the charges in an evidentiary hearing as outlined in 15.6.
1822

1823 **15.5.2** Unit members may be suspended prior to the Board of Trustees' final decision following a
1824 due process meeting (Skelly) before the Chancellor or designee. The unit member may be
1825 suspended without pay following the due process meeting (Skelly) only if the unit
1826 member's presence at work could prove injurious, harmful or seriously disruptive to the
1827 District or the unit member's misconduct causes an actual or reasonably foreseeable risk
1828 to the health or safety of students or other employees or loss or damage to District property.
1829 If, after a due process meeting (Skelly), the disciplinary action is upheld, the Board of
1830 Trustees shall determine whether the suspension is with or without pay.
1831

1832 **15.6 Disciplinary Procedure (Evidentiary Hearing):** When the District seeks the imposition of any
1833 disciplinary action, notice of such discipline shall be made in writing and served in person or by
1834 certified mail upon the unit member by the Chancellor or designee. The notice shall contain (1) a
1835 statement of the specific acts or omissions upon which the disciplinary action is based, (2) a
1836 statement of the cause for which disciplinary action is taken, (3) the Education Code, policy, rule,
1837 or regulation violation, (4) the penalty proposed, (5) copies of the documentary evidence upon
1838 which the disciplinary action is based, and (6) a statement of the unit member's right to appeal the
1839 proposed disciplinary action to the Board of Trustees by filing a written request for hearing with
1840 the Board of Trustees in the Office of the Chancellor within five (5) days of receipt of the notice of
1841 disciplinary action. The hearing before the Board of Trustees shall be conducted in accordance with
1842 Board Policy 7365. The Board, at its discretion, may delegate the hearing to a neutral third party
1843 selected by the Board, whose decision shall be advisory to the Board. The District retains the
1844 discretion to select a hearing officer. If CSEA notifies the District that a unit member has elected
1845 to be represented by CSEA, the District will consult CSEA regarding selection of a hearing officer
1846 as follows: 1) the District will compile a list of five (5) possible hearing officers; 2) within five (5)
1847 business days CSEA may preemptively strike up to two (2) hearing officers; 3) the District may
1848 select from the remaining hearing officers; and 4) in the event that remaining hearing officers are
1849 unavailable, the District will consult CSEA regarding alternatives. The Board's decision shall be
1850 final.

1851 **ARTICLE 16**

1852

1853 **SAFETY**

- 1854
- 1855 **16.1 Safety Committee:** Each college’s safety committee shall include at least one (1) member
1856 appointed by CSEA. The committees shall review health, safety, sanitation and working conditions.
1857 They should meet not less than every three (3) months and make recommendations to the colleges
1858 and district concerning improvements in health, safety, sanitation and working conditions.
1859
- 1860 **16.2 No Discrimination:** No unit member shall be in any way discriminated against as a result of
1861 reporting any condition believed to be a violation of good safety practices.
1862
- 1863 **16.3** A Union Steward may accompany a CAL-OSHA representative conducting an on-site walk-
1864 around safety inspection of any area, department, division, or other subdivision in fulfillment of
1865 the Union Steward’s responsibilities.
1866
- 1867 **16.4** Unit members shall be released with pay to attend emergency response training when mandated by
1868 the District.

1869
1870
1871
1872
ARTICLE 17

LAYOFF AND REEMPLOYMENT PROCEDURES

1873 **17.1 Layoff:** Layoff means termination of employment due to lack of work and/or lack of funds, and
1874 includes any reduction in hours, days, or months of employment, or assignment to a class or range
1875 lower than that in which the unit member has permanence. A layoff is a non-disciplinary action.
1876 The District shall notify CSEA of a layoff, and thereafter shall meet with CSEA to discuss
1877 alternatives to layoff, negotiate the effects of the layoffs, and to determine the order of layoff in
1878 accordance with this article.

1879
1880 **17.2 Notice of Layoff:**

1881
1882 **17.2.1** Upon the decision of the District’s Board of Trustees to lay off a classified unit member,
1883 written notice of layoff shall be sent by first class mail to the person’s last known address
1884 on file in the District’s Office of Human Resources or delivered in person to the affected
1885 classified unit member or unit members. Copies of layoff notices shall be sent to CSEA.

1886
1887 **17.2.2** When, as a result of the expiration of a specially funded program, classified positions are
1888 eliminated at the end of a school year, the unit member or unit members to be laid off at
1889 the end of such school year shall be given written notice on or before April 29th, informing
1890 them of their layoff effective at the end of the school year and of their displacement rights,
1891 if any, and reemployment rights. If the termination date of any specially funded program
1892 is other than the end of a school year, such notice shall be given not less than sixty (60)
1893 calendar days prior to the effective layoff date.

1894
1895 **17.2.3** When, as a result of a reduction or elimination of the service being performed by any
1896 department, the unit member or unit members to be laid off shall be given written notice
1897 of layoff not less than sixty (60) calendar days prior to the effective layoff date and shall
1898 be informed of their displacement rights, if any, and reemployment rights.

1899
1900 **17.2.4** Following receipt of any layoff notice, the CSEA President and CSEA Labor Relations
1901 Representative may meet with District representatives to review the notice and order of
1902 layoff.

1903
1904 **17.3 Order of Layoff:** Classified unit members within an affected job classification shall be laid off
1905 subject to the following provisions:

1906
1907 **17.3.1** The order of layoff shall be by seniority as defined in this Article.

1908
1909 **17.3.2** Seniority shall be determined by Board approved hire date within each classification plus
1910 higher classifications. Length of service in a lower classification shall not be credited
1911 toward seniority in a higher classification. Paid service performed prior to entering into a
1912 probationary status in the classified service shall not be credited toward seniority. Time
1913 spent on the following authorized leaves of absence shall be included when computing
1914 seniority:

1915
1916 **17.3.2.1** Paid leaves of absence

1917
1918 **17.3.2.2** Leaves mandated by statute

- 1919 **17.3.2.3** Required military leaves of absence
- 1920
- 1921 Time spent on all other leaves of absence shall not be credited toward seniority and shall
- 1922 be deducted from the unit member’s seniority for purposes of determining layoff.
- 1923
- 1924 **17.3.3** In the case of two (2) or more classified unit members with the same seniority, the order
- 1925 of layoff shall be based on the following:
- 1926
- 1927 **17.3.3.1** Date of first paid service as a probationary unit member in the District.
- 1928
- 1929 **17.3.3.2** By lot.
- 1930
- 1931 **17.4 Displacement Rights:**
- 1932
- 1933 **17.4.1** Permanent unit members who are laid off will be able to exercise bumping rights in their
- 1934 class or in any lower class in which the unit member has gained permanence as follows:
- 1935
- 1936 **17.4.1.1** If vacancies remain, unit members may transfer into a vacant position in their
- 1937 class, at equal or comparable assigned time; however, not greater in assigned time
- 1938 than their former position.
- 1939
- 1940 **17.4.1.2** In the absence of a vacant position opening, the unit member may exercise
- 1941 bumping rights in their class or in any lower class in which they have gained
- 1942 permanent status and hold seniority credit greater than an incumbent.
- 1943
- 1944 **17.4.1.3** To be considered for bumping, the unit member shall be required to notify the
- 1945 Director of Employment and Recruitment Services in writing of such election no
- 1946 later than ten (10) working days after receiving the notice of layoff.
- 1947
- 1948 **17.4.2** Unit members unable to exercise bumping rights may request a voluntary demotion or
- 1949 reduction in assigned time, resulting in appointment to available vacant positions equal to
- 1950 their former position or lower classes for which they meet minimum qualifications.
- 1951
- 1952 **17.4.3** A unit member who has accepted a demotion in lieu of layoff, has the right to be
- 1953 reemployed, in accordance with seniority in the former class, for an additional twenty-four
- 1954 (24) month period after the thirty-nine (39) month reemployment period.
- 1955
- 1956 **17.5 Voluntary Reductions in Assigned Time:** The District may elect, in lieu of layoff, to offer
- 1957 reductions in assigned time to classified unit members within an affected classification. A unit
- 1958 member who elects and receives a reduction in assigned time in lieu of layoff shall, nonetheless,
- 1959 be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four
- 1960 (24) month period, and shall be eligible to return to this former assigned time in order of seniority.
- 1961
- 1962 **17.6 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in**
- 1963 **Hours:** Unit members taking voluntary demotions or voluntary reductions in assigned time in lieu
- 1964 of layoff shall be, at the unit member’s option, returned to a position in their former class or to
- 1965 positions with increased assigned time as vacancies become available, within the sixty- three (63)
- 1966 month time limit per Section 17.5 above, except that they shall be ranked in accordance with their
- 1967 seniority on any valid reemployment list.

1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018

17.7 Retirement in Lieu of Layoff:

- 17.7.1** Any unit member 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 unit member shall be placed on a thirty-nine (39) month reemployment list in accordance with Section 17.8 of this Article; however, the unit member 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 five (5) 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 their retired status.
- 17.7.4** A unit member 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 unit member electing to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Section.

17.8 Reemployment:

- 17.8.1** A classified unit member who is laid off shall be placed on a thirty-nine (39) month reemployment list and shall have the right to apply for other positions within the District while the unit member’s name remains on the reemployment list. The unit member shall be required to maintain their current address on file with the District Office of Human Resources.
- 17.8.2** If, during a unit member’s eligibility period for reemployment, positions become vacant within a job classification of a laid off unit member or unit members, or a lower classification for which the laid off unit member is qualified, the District shall notify, by first class mail addressed to the last known address on file with the Office of Human Resources, such unit member or unit members offering reemployment in order of seniority.
- 17.8.3** If the unit member accepts reemployment, the unit member shall report to work within ten (10) working days following notification of reemployment.
- 17.8.4** A unit member 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 unit member’s name shall be removed from the thirty-nine (39) month reemployment list including all rights thereto.
- 17.8.5** A classified unit member reemployed within thirty-nine (39) months after being laid off shall be fully restored to their 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 unit member’s

2019 class seniority, and hire date seniority. Such rosters shall be available to CSEA for review.

2020

2021 **17.10 Benefits to Unit Members Following Layoff:**

2022

2023 **17.10.1** The District shall continue to pay health and welfare benefits at the current rate for all unit
2024 members laid off and currently receiving benefits for ninety (90) calendar days from the
2025 effective date of layoff.

2026

2027 **17.10.2** The District shall allow each permanent unit member subject to layoff who works at least
2028 six (6) hours per day with up to twenty-four (24) hours of accrued personal necessity leave
2029 for the purpose of seeking future employment. The twenty-four (24) hours shall be in
2030 increments not exceeding four (4) hours each.

2031

2032 **17.10.3** Unit members laid off shall be offered “substitute” employment in any class within the
2033 District for which they meet minimum qualifications in accordance with seniority as
2034 provided for in this Agreement. A unit member who receives a substitute offer, but who
2035 does not accept the offer within five (5) working days shall be deemed to have rejected
2036 the offer.

2037 **ARTICLE 18**

2038

2039 **UNIT MEMBER EXPENSES AND MATERIALS**

- 2040
- 2041 **18.1 Safety Equipment:** Should the employment duties of a unit member in the bargaining unit require
- 2042 use of any equipment or gear to insure the safety of the unit member or others, the District agrees
- 2043 to furnish such equipment or gear and provide appropriate training. It shall be the responsibility of
- 2044 each unit member to wear and appropriately use such equipment and gear.
- 2045
- 2046 **18.2 Non-Owned Automobile Insurance:** The District agrees to provide the secondary personal injury
- 2047 and property damage insurance in the event that unit members use their personal vehicle on
- 2048 authorized employer business.
- 2049
- 2050 **18.3 Physical Examinations:** The District agrees to provide the full cost of any medical examination
- 2051 required by the District as a condition of employment or continued employment, including but not
- 2052 limited to, the provisions outlined in Education Code Section 88021 or its successor.
- 2053
- 2054 **18.4 Hold Harmless Clause:** Whenever any civil action is brought against a unit member or any action
- 2055 or omission arising out of, or in the course of, the duties of that unit member, the District agrees to
- 2056 pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall
- 2057 hold harmless from and protect such unit member from any financial loss resulting therefrom,
- 2058 insofar as required by law.

2059 **ARTICLE 19**

2060

2061 **SEVERABILITY**

2062

2063 **19.1 Savings Clause:** If during the life of this Agreement there exists any applicable law or any
2064 applicable rule, regulation, or order issued by governmental authority other than the District
2065 which shall render invalid or restrain compliance with or enforcement of any provision of this
2066 Agreement, such provision shall be immediately suspended and be of no effect hereunder so long
2067 as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion
2068 of this Agreement shall not invalidate any remaining portions which shall continue in full force
2069 and effect.

2070

2071 **19.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article
2072 or Section of this Agreement, the District and CSEA will meet within thirty (30) days after such
2073 determination for the purpose of arriving at satisfactory replacement for such Article or Section.

2074

2075 **19.3 Past Practices:** Rules, regulations, policies and practices which are in effect at the time of this
2076 Agreement that affect the rights and obligations of bargaining unit members shall not be modified
2077 without prior consultation with CSEA.

2078 **ARTICLE 20**

2079

2080 **CONCERTED ACTIVITIES**

2081

2082 **20.1** Apart from, and in addition to, existing legal restrictions upon work stoppages, neither bargaining

2083 unit members, CSEA, or its officers, officials, agents or representatives, shall incite, encourage or

2084 participate in any strike, walkout, slowdown, picketing or other work stoppage of any nature

2085 whatsoever, against the District during the life of the Agreement for any cause of dispute

2086 whatsoever, including, but not limited to, disputes which are subject to any grievance procedure,

2087 disputes concerning matters not mentioned in this Agreement, disputes with other labor

2088 organizations, persons or employers, jurisdictional disputes, or compliance with the request of other

2089 labor organizations to engage in such activity.

2090

2091 **20.2** In the event that any of the occurrences prohibited by the preceding paragraph takes place,

2092 bargaining unit members, CSEA, and its officers, agents, representatives, and responsible officials,

2093 shall immediately and publicly disavow such action as unauthorized and use all power within their

2094 authority to end or avert such action at the earliest possible time and bargaining unit members,

2095 CSEA and its officers, agents, representatives, and responsible officials shall not honor any picket

2096 line set up under any circumstances.

2097

2098 **20.3** Any unit member hereunder engaging in or assisting in any of the activities prohibited by Section

2099 20.1 above shall be subject to discipline or discharge as determined by the District.

2100 **ARTICLE 21**

2101 **NEGOTIATIONS**

- 2102
- 2103
- 2104 **21.1 Notification and Public Notice:** If either party desires to alter or amend this Agreement, it shall,
- 2105 not less than one hundred eighty (180) days prior to the termination date set forth under the Duration
- 2106 Article, provide written notice and a proposal to the other party of said desire and the nature of the
- 2107 amendments and cause the public notice provisions of law to be fulfilled. It is the intent of the
- 2108 parties to fulfill the requirements of Government Code 3543.7. Should the request be made after
- 2109 the above mentioned date, the request to bargain shall not be unduly denied.
- 2110
- 2111 **21.2 Commencement of Negotiations:** Within five (5) days of satisfaction of the public notice
- 2112 requirement, and no later than forty-five (45) days following submission of the proposal,
- 2113 negotiations shall commence at a mutually acceptable time and place for the purpose of considering
- 2114 changes in this Agreement.
- 2115
- 2116 **21.3 Release Time for Negotiations:** CSEA Negotiation Team members shall be given reasonable
- 2117 release time to participate in negotiations. Prior to the commencement of negotiations for any
- 2118 successor agreement, CSEA and the District shall meet to discuss a reasonable amount of
- 2119 reassigned time for a reasonable number of negotiation team members.
- 2120
- 2121 **21.4 Agreement of Parties:** This Agreement contains the agreement of the parties as to all existing
- 2122 matters. It is agreed that the District and CSEA will support the terms of this Agreement during the
- 2123 life of this Agreement and will not seek change or improvement on any matters subject to the meet
- 2124 and negotiation process except by mutual agreement.
- 2125
- 2126 **21.5 Reopener Clause:** Articles may be opened by mutual agreement between the parties.

2127 **ARTICLE 22**

2128

2129 **DURATION**

2130

2131 **22.1 Length of Agreement:** The length of this Agreement shall be from July 1, 2021, to June 30, 2024,
2132 and shall continue from year to year thereafter unless alteration or amendment is requested in
2133 writing in accordance with Article 21.

2134

2135 **22.2** Except as specified in Article 21.5, the Agreement constitutes the entire agreement between the
2136 parties and concludes meeting and negotiating on subjects dealing with hours of employment and
2137 other conditions of employment for the term of this Agreement.

2138 **ARTICLE 23**

2139

2140 **DEFINITIONS**

2141

2142 **23.1** “Alternative Work Schedule” is either a 4/10, 9/80 or 36/4 work schedule.

2143

2144 4/10 – See Article 7.1.2 of this agreement.

2145 9/80 – A schedule that provides for eight 9 hour and one 8 hour workday within a 10 day

2146 period, with the 10th day off. The 10th day can be alternating Mondays or Fridays, as

2147 determined by the department.

2148 36/4 – A schedule that provides for four 9 hour workdays and one 4 hour workday in the

2149 workweek.

2150

2151 **23.2** “Anniversary date” is the date upon which a unit member is granted salary step advancement earned

2152 by completion of a required period of service.

2153

2154 **23.3** “Classification” is any group of positions sufficiently similar in duties, responsibilities, and

2155 authority that the same job title, minimum qualifications, and salary range are appropriate for all

2156 positions in a class.

2157

2158 **23.4** “Classification description” is the description of the duties, responsibilities, minimum

2159 qualifications, and authority of positions in a class.

2160

2161 **23.5** “Demotion” is a change in assignment of a unit member from a position in one classification to a

2162 position in another classification that is allocated to a lower maximum salary rate.

2163

2164 **23.6** “Differential” is a salary allowance in addition to the basic rate or schedule based upon hours of

2165 employment.

2166

2167 **23.7** “Discuss” is meeting and exchanging ideas without negotiations.

2168

2169 **23.8** “Employee” shall mean bargaining unit member.

2170

2171 **23.9** “Fiscal year” is July 1st through June 30th.

2172

2173 **23.10** “Health and Welfare Benefits” means any form of insurance or similar benefit programs, which

2174 may include but not be limited to, medical, hospitalization, surgical, prescription drug, dental,

2175 optical, psychiatric, life, or long-term disability.

2176

2177 **23.11** “Hire date” is the date of first paid service as a regular classified unit member.

2178

2179 **23.12** “Hourly Rate” is determined by dividing the monthly rate provided in the CSEA contract by 168

2180 and the results carried by three (3) decimal places and rounded off.

2181

2182 **23.13** “Incumbent” is a unit member assigned to a position and who is currently serving in or on leave

2183 from the position.

2184

2185 **23.14** “Industrial accident or illness” is an injury or illness arising out of or in the course of employment

2186 in the District.

- 2187 **23.15** “Location” is defined as any internal operating unit within one of the following: Irvine Valley
2188 College, District Services, Saddleback College, and ATEP.
2189
- 2190 **23.16** “Longevity” is years of service with the District regardless of change in position.
2191
- 2192 **23.17** “Medical Insurance” refers to the existing District medical PPO and HMO programs.
2193
- 2194 **23.18** “Notice” means whenever notice is required under this Agreement and no form of notice is
2195 otherwise designated, notice to the District shall be delivered in writing to the Office of the
2196 Chancellor and the Office of the Vice Chancellor of Human Resources, and notice to CSEA shall
2197 be written notice delivered to the President of the local chapter.
2198
- 2199 **23.19** “Permanent employee” is a regular unit member who successfully completes an initial probationary
2200 period, which shall not exceed twelve (12) working months of service beyond the initial date of
2201 employment.
2202
- 2203 **23.20** “Probationary employee” is a unit member who will become permanent upon completion of a
2204 prescribed probationary period.
2205
- 2206 **23.21** “Progressive discipline” enables supervisors to assist employees to meet performance standards
2207 and adhere to established rules, procedures, and expectations of acceptable job behavior prior to
2208 imposing a disciplinary penalty of suspension, demotion, or dismissal. Progressive discipline
2209 should be administered in an objective, consistent, reasonable, and confidential manner.
2210
- 2211 **23.22** “Promotion” is a change in the assignment of a unit member from a position in one classification
2212 to a vacant position in another classification with a higher maximum salary rate.
2213
- 2214 **23.23** “Safety conditions of employment” means any work-related condition affecting the health, safety,
2215 or welfare of the unit member.
2216
- 2217 **23.24** “Salary rate” is a specific amount of money paid for a specific period of service.
2218
- 2219 **23.25** “Salary schedule” is a series of salary steps and ranges which comprise the rate of pay for all
2220 classifications.
2221
- 2222 **23.26** “Salary step” is one of the salary levels within the range of rates for a classification.
2223
- 2224 **23.27** “Seniority for Purposes of Layoff” is based upon Board approved hire date within each unit
2225 member’s classification plus higher classifications.
2226
- 2227 **23.28** “Short-term employee” means any person who is employed to perform a service for the District.
2228
- 2229 **23.29** “Substitute employee” means any person employed to replace a classified person who is
2230 temporarily absent from duty.
2231
- 2232 **23.30** “Substitute Rate” shall be computed at step 1 on the salary schedule.
2233
- 2234 **23.31** “Transfer” is a move from a unit member’s current location, operating unit, or shift to another
2235 location within South Orange Community College District within the unit member’s same
2236 classification.

- 2237 **23.32** “Uniforms” means any clothing of a particular color, design, pattern, or style required to be worn
2238 by the District.
2239
- 2240 **23.33** “Vacancy” means a position that is funded, open, and for which the District is actively recruiting,
2241 planning recruitment, or for which a recruitment has recently failed. See also Title 5 C.C.R. 53021.
2242
- 2243 **23.34** “Voluntary demotion” is a demotion agreed to in writing by the unit member and the District.
2244
- 2245 **23.35** “Working day” means any day the District Administrative Offices are open for business.
2246
- 2247 **23.36** “Working hours” means all hours in a paid status.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 7th day of September, 2021.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

CALIFORNIA SCHOOL
EMPLOYEE ASSOCIATION
CHAPTER 586

Signature on File
Kim Widdes
Executive Director, Human Resources

Signature on File
Scott Greene
President, CSEA

Signature on File
Karen Dubert
Director, Employee Relations & Title IX
Compliance

Signature on File
Melissa Klimowicz
Chief Union Steward, Chapter 586

Signature on File
Davit Khachatryan
Vice President, College Administrative
Services

Signature on File
Gabrielle Landingham
Negotiating Team Member

Signature on File
Penny Skaff
Dean, Counseling Services

Signature on File
Dean LeBeau
Negotiating Team Member

Signature on File
Cindy Vyskocil
Vice Chancellor, Human Resources

Signature on File
Matt Phutisatayakul
CSEA Labor Relations Representative

Signature on File
Cory Wathen
Vice President, College Administrative

Signature on File
Cora Swanson
1st Vice President

APPENDIX A

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

2021 - 2024 CLASSIFIED SALARY SCHEDULE

SEE DISTRICT WEBSITE

APPENDIX B

**BARGAINING UNIT CLASSIFICATIONS, SALARY RANGE, AND LISTING OF
POSITION TITLES
July 1, 2021**

SEE DISTRICT WEBSITE