



**AGREEMENT**

**MT. SAN ANTONIO  
COMMUNITY COLLEGE DISTRICT**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**CHAPTER 651**

**FOR**

**JULY 1, 2020 - JUNE 30, 2023**

**Year 2 of 3**

**PREAMBLE**

The following Agreement between the District and CSEA 651 is hereby set forth to meet the requirements of Government Code Section 3540 et seq. More specifically, this document sets forth the wages, hours of employment, and other terms and conditions of employment in exchange for services.

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**ARTICLE I**

**AGREEMENT**

This is an Agreement made and entered into between Mt. San Antonio Community College District, 1100 North Grand Avenue, Walnut, California, 91789, hereinafter referred to as the "District," and California School Employees Association, and its Mt. San Antonio College Chapter 651, 1100 North Grand Avenue, Walnut, California, 91789, hereinafter referred to as "CSEA 651." Reference to the "parties" shall include both the District and CSEA 651.

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**ARTICLE II**

**TERMS OF THE AGREEMENT**

- A. This Agreement shall be effective July 1, 2020, and shall remain in full force and effect through June 30, 2023. The terms and conditions of the current Agreement will remain in force until the ratification of a successor agreement.
- B. Either party shall submit in writing reopener proposals for the second and third contract years by the last working day in October.
- The District and CSEA 651 shall have the option to reopen negotiations for salary, health and welfare benefits, and up to three additional issues selected by each party.
- C. Either party shall submit in writing initial proposals for the Successor Agreement by the last working day in October.
- D. Negotiations shall begin no later than the third week of January unless an alternate date is mutually agreed upon by both CSEA 651 and the District.
- E. The Floating Holidays language (Article X, Section P) may be included as an item subject to reopeners by either party and will not be counted as one of the issues for negotiation.

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**ARTICLE III**

**RECOGNITION AND BARGAINING UNIT**

A. Recognition

The District hereby recognizes that CSEA 651 is the exclusive bargaining representative for a unit of all classified employees holding positions in classifications shown in Appendix B.

B. Bargaining Unit

1. Excluded from the CSEA 651 bargaining unit are positions designated by the District as Confidential, Management, Faculty, Professional Experts, Substitutes, Short-Term (Hourly), and CSEA 651 (Education Code Section 88003).
2. The District agrees to notify CSEA 651 when any new classification(s) are created, prior to the District taking any action.
3. Notification shall include a description of the classification created, the salary range for the classification, and indicate whether the new classification is a part of the CSEA 651 bargaining unit or excluded therefrom.
4. CSEA 651 may, within fifteen (15) work days of such notification, contest the District's placement of the newly created classification.
5. If CSEA 651 contests the placement of the classification, the parties shall meet toward the goal of achieving agreement.
6. Whether the parties reach agreement or fail to reach agreement, the District shall have the right to establish the classification(s); however, the matter may be submitted to PERB for determination as to whether the classification should be included within the CSEA 651 bargaining unit.

1 **ARTICLE IV**

2 **INFORMATION**

3  
4  
5 A. District Budget

6  
7 The CSEA 651 Chapter President shall receive two (2) copies of each of the District's Tentative and  
8 Adopted Budgets.  
9

10 B. Seniority Roster

11  
12 CSEA 651 shall have the right to be supplied with a complete "hire date" seniority roster of all  
13 bargaining unit employees on the effective date of this Agreement and every twelve (12) months  
14 thereafter.  
15

16 C. Distribution of Job Information

17  
18 Upon initial employment and each change in classification, each affected employee in the bargaining  
19 unit shall receive a copy of the applicable job description; a specification of the monthly and hourly  
20 rates applicable to his/her position; anticipated end-of-probation date and date of first step increase;  
21 a statement of the employee's regular work site; regularly assigned work shift; the hours per day, days  
22 per week, and months per year; and the name of the immediate manager.  
23

24 The CSEA 651 Chapter President shall also receive a copy of this notification for each new employee.  
25

26 A copy of this Agreement and a CSEA information packet will be provided to each new bargaining  
27 unit member. CSEA 651 shall provide the District with said packet  
28

## ARTICLE V

### RIGHTS OF THE ASSOCIATION

Nothing in this Agreement shall be construed to deny or restrict the rights of CSEA 651, as prescribed under Government Code Section 3543.1 to the extent such rights are administered in the following manner.

#### A. Access of CSEA 651 to Employee Work Areas

CSEA 651 representative(s) shall have the right of access to areas in which employees work, so long as the CSEA 651 representative(s) do not interfere with the work of an employee. The representative(s) shall obtain permission from the immediate manager prior to gaining access to the work area and shall identify himself/herself as to the purpose of such access. Any CSEA 651 representative(s) shall have the right to talk to employees during work breaks, meal breaks, or before and after work hours.

#### B. Use of Bulletin Boards

CSEA 651 may use bulletin boards of each designated area for each building of the campus and any other appropriate place that may be designated by the CSEA Chapter President or his/her designee. At the time of posting, a copy of the communication shall be provided to the College President and to the Vice President, Human Resources. All postings must be in compliance with District Rules and Regulations. All items to be posted by CSEA 651 shall bear the date of posting and the name and authorization of CSEA 651 and shall be removed by CSEA 651 when applicability ceases.

#### C. Use of College Mailboxes

Communications authorized by CSEA 651 shall bear the date of the communication and the name of CSEA 651 as being responsible for the writing and distribution of the communication. At the time of distribution, a copy of the communication shall be provided to the College President and to the Vice President, Human Resources. All such communications must be in compliance with District rules and regulations.

#### D. Use of District Equipment and Supplies

District supplies, equipment, postage machine, and postage stamps shall not be available to CSEA 651.

#### E. Use of District Printing Services

CSEA 651 may utilize the District's Printing Services. The District shall bill CSEA 651 for the cost of these services, and CSEA 651 shall reimburse the District within thirty (30) days of the invoice date.

#### F. Use of District Building Facilities

CSEA 651 shall be permitted the use of District building facilities and shall be subject to the same regulations governing other users as specified in the District policy on use of facilities.

#### G. Use of Office Space

The District shall provide CSEA 651 with office space on campus from which to carry out its normal operations. In addition, the District will provide access to a meeting room.

#### H. Use of College Electronic Resources

CSEA 651 shall be permitted the use of college electronic resources including, but not limited to, campus-wide e-mail.

I. Release Time for Negotiations

CSEA 651 shall have the right to designate five (5) employees to participate in collective bargaining contract negotiations. Negotiations shall be conducted at times agreeable to both parties. CSEA 651 negotiating team members/alternates shall notify their immediate managers of their participation and, as soon as available, provide a schedule of dates and times of sessions. CSEA will designate alternates to participate in negotiations in the absence of a team member.

J. Committees

If the District forms a committee, including ad hoc and advisory committees, asking for representation from the Bargaining Units, CSEA 651, in accordance with Education Code 70901.2, will select a designated number of representatives from the Unit membership. The District shall provide release time commensurate with committee responsibilities. CSEA 651 representatives shall notify their immediate managers of their participation and, as soon as available, provide a schedule of dates and time of meetings.

K. Release Time for Negotiations Preparation

The District shall grant thirty (30) minutes of paid release time for every one (1) hour of scheduled negotiations for the five (5) official negotiating team members and one (1) alternate for CSEA 651. Upon request in writing or email, in advance, the District may grant additional release time for the chief negotiator or designee(s) if language or additional research is needed to prepare for the next negotiation session. CSEA 651 negotiating team members shall inform their immediate managers of their participation and, as soon as available, provide a schedule of dates and times of meetings.

L. Release Time for CSEA Statewide Committee Appointment

A unit member who is appointed to a CSEA statewide committee shall submit a written request for paid release time along with the official notice from the State CSEA Office to the unit member's immediate manager. Paid release time will be subject to the approval of the unit member's immediate manager and their vice president with notification to the Vice President, Human Resources. The District shall not be responsible for any travel expenses related to the committee appointment.

M. Release Time for CSEA Statewide Elected Office

CSEA 651 and the District shall comply with the provisions of California Education Code, Section 88210, or its successor. The unit member shall notify his/her immediate manager and the Vice President, Human Resources of their notification of election.

Fiscal Services shall submit an invoice to the State CSEA Office for reimbursement pursuant to the California Education Code, Section 88210, or its successor.

N. Release Time for Chapter Meetings

The District shall allow one (1) hour of paid release time per member, per meeting, per month for Chapter Meetings. Should additional meetings be necessary to ratify a negotiated agreement, the District shall provide one (1) hour of paid release time per member, per meeting for such ratification. Upon request of the Vice President of Human Resources, CSEA will verify a member's attendance.

The Association will provide not less than five (5) days' prior notice of the meeting to the Director,

Facilities Planning & Management. The notice will include date and time, which is needed for approval of each meeting.

O. Release Time for Annual Conference

The Association may select two (2) delegates to attend the CSEA Annual Conference. The Association must give the names of the members attending the Conference to the District and appropriate manager(s) not less than thirty (30) days prior to the Conference. The time allowed for the delegates to attend the Annual Conference will be no more than five (5) work days.

Funds used for housing and travel claims for conferences will be provided through the association organization support and conference/training account.

P. Release Time for Job Stewards

Job stewards, as designated by CSEA 651, shall have release time for the purpose of grievance meetings, disciplinary meetings, and evaluation appeal meetings. Release time shall be coordinated with the Vice President, Human Resources or designee, who would then coordinate the release time with the affected manager(s). CSEA 651 shall notify the Vice President, Human Resources, in writing, the names of the designated job stewards when elected or appointed and when a change is made.

Q. Release Time for CSEA 651 Business

The CSEA 651 Chapter President, or designee, shall have release time as deemed necessary to handle necessary union/district matters under the scope of representation, as prescribed under Education Employer's Relation Act (EERA). All release time shall be requested in writing and shall be coordinated with the Vice President of Human Resources and the immediate manager.

R. Release Time for New Employee Orientation

CSEA, Chapter 651 shall have the right to conduct an orientation session for newly hired unit employees to inform them about CSEA, including but not limited to CSEA structure, activities, and membership, and the collective bargaining agreement. The CSEA, Chapter 651, President or designee may request release time of thirty (30) minutes for this purpose no later than fifteen (15) days after the employee's date of hire. The request shall be made to the employee's immediate manager and Vice President, Human Resources in advance and shall be held at a mutually agreeable time. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

S. Release Time for Executive Board

The CSEA, Chapter 651 Executive Board, shall be granted release time or compensatory time of three (3) hours per month for Executive Board Meetings. Members of the Executive Board shall notify their individual managers in a timely manner of the dates and times of the meetings. If meeting times change, managers will be informed, with at least five (5) work days' notice. Upon request of the Vice President of Human Resources, CSEA will verify a member's attendance.

T. Release Time for District Board of Trustees Meetings

The District shall allow three (3) hours of paid release time or compensatory time for one (1) Executive Board Member per month to attend and report at the monthly Board of Trustees meetings.

U. Distribution of the Agreement

Within sixty (60) days of the conclusion of negotiations, the District shall provide a draft of the

1 Agreement to CSEA 651 for review. Within ten (10) days of execution of the Agreement, the District  
2 shall provide the Chapter President with an electronic copy. The District will post the current version  
3 of the Agreement to the District's website and will provide copies to unit members, upon request.  
4

5 V. Association Staff Development Fund  
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7 The District shall provide the Association an annual allocation of nine thousand dollars (\$9,000.00) for  
8 the purpose of staff training. The allocation shall be effective July 1 of each fiscal year.  
9

10 The Association's allocation may be used for conferences, workshops, seminars, and other training  
11 activities selected and approved by the Association. A "Travel and Conference" form shall be  
12 submitted to the unit member's immediate manager and the Vice President, Human Resources for  
13 prior approval. Travel expenses shall be reimbursed by the District in accordance with District rules  
14 and regulations.  
15

16 If approved by the Vice President, Human Resources, funds from the Association's allocation may be  
17 used for the purchase of equipment, such as a computer, printer, and other related supplies, where  
18 such equipment is for use related to the Association's operational needs and/or where the  
19 Association's current equipment becomes inoperable. Any request for the purchase of such  
20 equipment shall be submitted in writing by the CSEA 651 Chapter President.  
21

22 W. District Use of Substitute Employees  
23

24 When the District is engaged in a procedure to hire a permanent employee to fill a vacancy in a  
25 classified position and has hired a substitute employee to perform the duties of that position, the District  
26 may retain that substitute employee for not more than 120 days only with the written mutual agreement  
27 of the Association.  
28

29 Disputes concerning this Article are not subject to the grievance procedure provided in this Agreement.  
30

## ARTICLE VI

### **DUES AND PAYROLL DEDUCTIONS**

- A. Nothing in this Agreement shall be construed as limiting the authorization by a unit employee to direct the District, in accordance with Government Code Section 3543.1(d), to deduct from salary the amount of dues and pay to the Chapter and/or the state organization the established amount.

Any unit member who has a bona fide religious objection, as defined in Government Code Section 3546.3, to the payment of service fees in support of an "employee organization," as defined in Government Code Section 3540.1(d), shall not be required to join, maintain membership in, or pay dues or service fees to the Union. However, such employee shall be required, in lieu of Union service fees, to pay sums equal to such service fees to any one of the following three (3) designated non-religious, non-labor, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the United States Internal Revenue Code: City of Hope, American Cancer Society, and the Mt. SAC Foundation.

Any employee claiming this religious exemption must file a written request for exemption with CSEA. Requests shall be sent to the CSEA Deputy Chief Counsel at 2045 Lundy Avenue, San Jose, CA 95131 (800-632-2128). If the exemption is granted, the employee shall, as a condition of continued exemption from the requirements of paying service fees to CSEA, furnish CSEA with copies of receipts from the selected charity. Receipts must be submitted to the CSEA Deputy Chief Counsel quarterly, or annually by September 30<sup>th</sup> if paid in a lump sum.

CSEA 651 agrees to defend and hold harmless the District, its officers, employees, and agents with respect to any claims or actions arising out of dues deduction, processing dues, or representation (service) fees.

The District shall deduct CSEA 651 dues and Victory Club deductions, as requested, from the wages of all unit members who submit to the District a dues authorization form provided by the District in the amount authorized. Authorization existing at the time of this Agreement need not be re-solicited.

Such written dues deduction authorization shall remain in effect for the duration of this Agreement. A member may revoke a dues authorization within thirty (30) days following expiration of the current contract. The District shall within twenty-two (22) work days notify CSEA 651 President if any member revokes a dues authorization.

- B. Upon written authorization from a unit member, the District shall deduct from the salary of any unit member and make proper remittance for not more than two (2) tax-sheltered annuities, two (2) credit union deductions, other health and welfare benefits from the District-approved list of benefits, or any other health and welfare plans mutually approved by the District and CSEA 651. In addition, upon written authorization from a unit member, the District shall deduct from District contributions for not more than two (2) tax-sheltered annuities, other health and welfare benefits from the District-approved list of benefits, or any other health and welfare plans mutually approved by the District and CSEA 651.

## ARTICLE VII

### SALARIES

A. Unit members will be paid in accordance with Appendices B and C.

2020-21 Contract Year – The parties did not agree to an on schedule salary increase.

2021-22 Contract Year – 2.31% on Salary Schedule

2022-23 Contract Year – To be negotiated

B. If another group receives a higher salary percentage, the District shall grant the same percentage on the salary schedule for all classified employees in the CSEA 651 bargaining unit.

C. New Classifications

In creation of a new classification to the bargaining unit, the District shall prepare and submit to CSEA 651 the description and salary range for any classification determined to be within the unit. CSEA 651 may, within fifteen (15) calendar days of said notification, object in writing to the proposed action; and if it objects, the parties shall meet toward the goal of achieving agreement on salary only.

D. Promotion

Any bargaining unit member receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure not less than a five (5) percent increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

E. Step Increases

Newly hired or promoted unit members placed on Step 1 shall serve a period of six (6) months before being advanced to Step 2 based on their anniversary date (Article XX, Anniversary Date). Newly hired or promoted unit members placed on Steps 2, 3, 4, or 5 shall serve a period of one (1) year at each respective step before being advanced to the next step on their anniversary date. In the case of a reclassification to a higher class, if the increase in pay is five (5) percent or more, the employee's anniversary date shall be changed to one (1) year from the date of implementation. If the increase is less than five (5) percent, the employee's anniversary date shall remain the same as it was before the reclassification.

F. Longevity

The District provides longevity pay, which is calculated as a percentage of the unit member's base salary and effective on the longevity date (Article XX, Longevity Date), as follows:

after 10 years	5% above base salary
after 15 years	an additional 5.0% (compounded as 10.25% above base salary)
after 20 years	an additional 5% (compounded as 15.77% above base salary)
after 25 years	an additional 5% (compounded as 21.56% above base salary)
after 30 years	an additional 5% (compounded as 27.63% above base salary)

1 A unit member must be in paid status for a minimum of fifty (50) percent of the total hours required for  
2 the position in order to be eligible to receive credit toward a longevity increment. The longevity date  
3 will be adjusted accordingly along with any unpaid leaves of absence.  
4

## ARTICLE VIII

### **HEALTH AND WELFARE BENEFITS**

#### A. District Program

The District will provide life, hospital, medical, dental, and vision insurance plans to be selected from the following carriers:

2020-21 Contract Year: CSEA 651 shall annually select six tiered rate plans from the list of available plans offered by SISC. Two of the six plans must be Kaiser Permanente 15/5/20 and Blue Shield 100-A or equivalent. See the Mt. SAC Benefits webpage:  
<https://www.mtsac.edu/hr/benefits/index.html>.

2021-22 Contract Year: To be negotiated

2022-23 Contract Year: To be negotiated

#### **VISION SERVICES PLAN**

**DELTACARE and  
DELTA DENTAL DPO PLAN**

**LIFE INSURANCE - \$75,000 (MetLife)**

#### B. District Contribution

The annual District tiered contribution shall be sufficient to cover premiums up to the Kaiser Permanente 15/5/20, Dental Care HMO, Vision Services Plan, and Basic Life Insurance at each tier for each eligible full-time unit member shall be as follows:

2020-21 Contract Year: See the Mt. SAC Benefits webpage:  
<https://www.mtsac.edu/hr/benefits/index.html>. Available by request to Human Resources

2021-22 Contract Year: To be negotiated

2022-23 Contract Year: To be negotiated

If a unit member's total premiums cost less than \$12,608.29, they will receive the difference between the cost of their premiums and \$12,608.29 as cash back. If a unit member's total premiums cost more than \$12,608.29, they will not receive cash back until they re-enroll in plans with total premiums costing less than \$12,608.29.

Unit members participating at the 2-party coverage level will not receive cash back if the amount of the contribution exceeds the premium cost of the selected plan and the contribution shall be at minimum sufficient to cover the Kaiser Permanente 15/5/20 plan at each tier.

Unit members participating at the family coverage level will not receive cash back if the amount of the contribution exceeds the premium cost of the selected plan and the contribution shall be at minimum sufficient to cover the Kaiser Permanente 15/5/20 plan at each tier.

If another employee group receives a higher health and welfare percentage than above, the District shall grant the same percentage for all classified employees in the CSEA 651 bargaining unit.

A unit member who selects an insurance plan that costs less than the total District contribution may place such excess into a disability income protection plan or other District-approved options as qualified under the Internal Revenue Code Section 125 Plan implemented by the District.

The unit member shall pay any amount in excess of the established District employee benefit contribution if he/she selects a premium option which results in costs in excess of the established District contribution.

C. Opt-Out Continuance for Unit Members:

Full-time health benefit eligible unit members, who opt-out of District provided coverage and receive "cash-in-lieu" of medical benefits prior to January 1, 2020, may elect to continue opting out of the District's medical plan. Any such unit member shall provide proof of continued group medical coverage through a qualified medical provider each year. The District will maintain and provide to its benefits provider a list of those employees participating in the "cash-in-lieu" opt-out program. Unit members who continue participation in the "cash-in-lieu" program shall be paid a maximum of \$7,973 per year; this contribution must be used to purchase dental, vision, and life insurance. Any excess District contribution shall be taxable to the employee. Once health benefits are declined, no change may be made during the benefit year unless a qualified life event occurs according to IRC Section 125 or during an open enrollment period. If the unit member elects to enroll in a District provided medical plan, the unit member shall no longer be eligible to participate in the District "cash in lieu" opt-out program.

Unit members participating in the "cash-in-lieu" opt-out program shall sign an affirmation that neither they nor their dependents will participate in the Affordable Care Act (ACA) marketplace coverage.

Opt-Out Discontinuance:

Unit members may not opt-out of medical benefits coverage after January 1, 2020. Unit members who become benefit eligible on or after January 1, 2020, and those not participating in the opt-out program prior to January 1, 2020, shall not be eligible for the "cash in lieu" opt-out program. All health benefit eligible unit members employed on or after January 1, 2020, shall comply with the enrollment and participation requirements of the medical plan provided by the District.

Cash Back Continuance:

Single-party unit members whose total premiums, inclusive of vision and base dental, cost less than \$12,608.29 will receive the difference between the cost of their premiums and \$12,608.29 as cash back. If a single-party unit member's total premiums cost more than \$12,608.29, they will not receive cash back until they reenroll in plans with total premiums costing less than \$12,608.29.

Unit members receiving cash back shall sign an affirmation that neither they nor their dependents will participate in the Affordable Care Act (ACA) marketplace coverage.

Cash Back Discontinuance:

Unit members becoming benefits eligible after January 15, 2020 shall not be eligible to receive cash back from unused health and welfare contribution. Unit members participating at the two party and family coverage levels shall not be eligible to receive cash back after January 1, 2020.

1 D. Eligibility

2  
3 Part-time unit members who are regular classified employees working fifty (50) percent or more of a  
4 full-time position shall receive prorated benefits proportional to a full-time assignment. Unit members  
5 working less than fifty (50) percent of a full-time position may elect to participate in the SISC Bronze  
6 plan at their own cost.  
7

8 E. Retirees: Applicable to Unit Members Hired Before January 1, 1996, into a Probationary or Permanent  
9 Position

10  
11 1. For purposes of this Article, a year of service shall be defined as a minimum of one hundred ninety-  
12 five (195) working days between July 1 and June 30, including holidays, sick leave, vacation, and  
13 other paid leaves of absence irrespective of the number of hours worked per day.  
14

15 2. Unit members who are eligible to retire with five years or more service with PERS, and their  
16 spouses or registered domestic partners of record, shall continue to receive hospital and medical  
17 benefits as provided by the District, except for the inclusion of the comprehensive changes in health  
18 insurance carriers and benefit plans that might result from future negotiations or agreements  
19 between the parties.  
20

21 At the time such retirees reach age 65, the following provisions shall apply: Retirees who are  
22 personally eligible for Medicare, or retirees whose spouses or registered domestic partners are  
23 eligible for Medicare, must apply for Medicare. The District will continue to pay the full cost of the  
24 hospital and medical insurance supplemental programs as provided by the District.  
25

26 Retirees who are personally not eligible for Medicare, and whose spouses or registered domestic  
27 partners are not eligible for Medicare, will continue to receive the hospital and medical insurance  
28 programs provided by the District. If, at any time after retirement, the non-Medicare eligible  
29 employee, spouse, or registered domestic partner become Medicare-eligible, they shall apply for  
30 Medicare, and the District will continue to pay the full cost of the hospital and medical insurance  
31 supplemental programs as provided by the District.  
32

33 Upon application for retirement, unit members who are eligible for continued health and welfare  
34 benefits shall notify the District of the status of Medicare eligibility for themselves, their spouses,  
35 or their registered domestic partners.  
36

37 3. Terminating employment from the District for retirement purposes must be completed in  
38 accordance with the rules and regulations then in effect of the retirement system of which the  
39 retiree is a member.  
40

41 4. Coverage under this Article is effective only during the lifetime of the unit member and his/her  
42 spouse or registered domestic partner of record. Divorce of an eligible spouse disqualifies the  
43 spouse as of the date of such divorce. Dissolution of a registered domestic partner disqualifies the  
44 domestic partner as of the date of such dissolution.  
45

46 F. Retirees: Applicable to Unit Members Hired After January 1, 1996, into a Probationary or  
47 Permanent Position

48  
49 1. For purposes of this article, a year of service shall be defined as a minimum of one hundred ninety-  
50 five (195) working days between July 1 and June 30, including holidays, sick leave, vacation, and  
51 other paid leaves of absence irrespective of the number of hours worked per day.  
52

53 2. Eligibility

54  
55 Unit members who are eligible for benefits and who have served the District for ten (10) years or

1 more, shall continue to receive hospital and medical benefits as provided and fully paid by the  
2 District, except for the inclusion of the comprehensive changes in health insurance carriers and  
3 benefit plans that might result from future negotiations or agreements between parties.  
4

5 At the time such retirees reach age 65, the following provisions shall apply: Retirees who are  
6 personally eligible for Medicare, or retirees whose spouses or registered domestic partners of  
7 record are eligible for Medicare, must apply for Medicare. The District will continue to pay 100%  
8 of the single-party rate for the hospital and medical insurance supplemental programs, as provided  
9 by the District.  
10

11 Retirees who are personally not eligible for Medicare, and whose spouses or registered domestic  
12 partners of record are not eligible for Medicare, will continue to receive the hospital and medical  
13 insurance programs, as provided by the District. If, any time after retirement, the non-Medicare-  
14 eligible employee, spouse, or registered domestic partner of record becomes Medicare eligible,  
15 they shall apply for Medicare, and the District will continue to pay 100% of the single-party rate for  
16 the hospital and medical insurance supplemental programs, as provided by the District.  
17

18 Upon application for retirement, unit members who are eligible for continued health and welfare  
19 benefits shall notify the District of the status of Medicare eligibility for themselves, their spouses,  
20 or their registered domestic partner of record.  
21

- 22 3. Terminating employment from the District for retirement purposes must be completed in  
23 accordance with the rules and regulations then in effect of the retirement system of which the  
24 retiree is a member.  
25
- 26 4. Upon retirement, any retiree hired after January 1, 1996, wishing to have dependent (spouse or  
27 registered domestic partner of record) coverage shall have the option to purchase health insurance  
28 at his/her expense.  
29

30 G. Disclaimer  
31

32 The parties agree that the District shall not be held responsible for conditions imposed by regulatory  
33 agencies or insurance carriers that are beyond the control of the District.  
34

## ARTICLE IX

### HOURS OF WORK AND RELATED MATTERS

#### A. Workweek

1. The workweek shall consist of forty (40) hours.
2. In accordance with Section 88035 of the Education Code, classified personnel employed on a part-time basis shall be entitled to all benefits granted full-time employees on a prorated basis.
3. 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, except as provided for in Section I of Article IX.
4. Flextime schedules may be established upon request of an employee and subject to the approval of the immediate manager.

#### B. Workday

The length of the workday shall be designated by the District for each classified assignment in accordance with the regular schedule established by the District. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

1. Temporary Changes: Temporary changes to work schedules for unit members may be made to accommodate extenuating circumstances or emergent operations needs of the District. The District will notify the unit member and CSEA of its intent to change a unit member's schedule. The District shall provide the affected unit member and CSEA with seven (7) day's written notice of such change to the unit member's schedule. The seven (7) day notice period may be waived upon mutual agreement of the manager and CSEA. The District will identify the estimated time period affected by the temporary change.
2. Alternative schedules may be established upon request of an employee and subject to the approval of the immediate manager. Such schedules may include, but are not limited to, 4/10, 9/80, etc. Hours of absence due to sick, vacation, holidays (including floating holidays), and bereavement shall be deducted consistent with the unit member's assigned work day.

#### C. Meal Periods

Meal periods shall be no longer than one (1) hour and no less than one-half (1/2) hour. Unit members who work more than a six (6) hour workday shall have an uninterrupted meal period at the midpoint of the workday. Unit members who work six (6) hours or less during a workday may observe a meal period with mutual agreement with their immediate manager. Lunch periods and rest periods cannot be combined to shorten the workday.

#### D. Rest Periods

1. All bargaining unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period except as provided for in Section D.2 of this Article, at a rate of fifteen (15) minutes per four (4) hours worked, or major fraction thereof.

2. Rest periods of no more than thirty (30) minutes for extended day or special work shifts shall be scheduled by the supervisor. Unit members assigned to a 4/10 schedule shall be entitled to two (2) twenty (20) minute rest periods.
3. Rest periods may be adjusted by the immediate supervisor when the operations of the District require someone to be present at the unit member's work site. Such times shall be mutually agreed upon between employees and their supervisors.
4. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit member. Lunch periods and rest periods cannot be combined to shorten the workday.

E. Overtime

1. Unit members will sign their acknowledgement of this policy and a record will be retained by Human Resources.
2. Unit members may request approval for overtime work in writing in paper form, via email, or through text message. Approval by the immediate manager or other appropriate administrator must be provided in advance in writing.
3. All unit members will report hours worked, including approved overtime, monthly on the District approved time sheet.
4. Emergency situations do not require prior approval for unit member overtime to be compensable. Emergency status of any such situation will be based on evidence provided to the College President or designee. Every attempt should be made by the unit member to notify their immediate manager or other appropriate administrator for prior approval.
5. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work approved. Overtime is defined to include any time worked in excess of forty (40) hours in any calendar week, or in excess of eight (8) hours or ten (10) hours as such is regularly schedule in any one day or on any one shift.
6. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth and seventh consecutive day(s) of work. Overtime pay shall be paid to the nearest one-half hour increment.

Nothing in this subsection shall abrogate unit member's rights under relevant laws and regulations as interpreted by applicable law case.

F. Split Shift Differential – Compensation

Unit members whose assigned shift contains one or more periods of unpaid time whose total exceeds two (2) hours shall be paid a shift differential premium for five (5) percent above the regular rate of pay for all hours worked.

Shift Differential – Compensation

1. Unit members assigned to a five (5) day workweek, other than Monday through Friday, shall receive an additional three (3) percent of their base salary, including longevity pay. Unit members regularly assigned to a night work schedule, or one-half or more of their total weekly hours are assigned from 10:00 p.m. to 6:00 a.m., shall receive an additional five (5) percent of their base salary, including longevity pay. Those employees regularly assigned to a night work schedule commencing any time after 12:00 p.m., and where one-half or more of their total weekly hours are

assigned after 4:00 p.m., shall receive an additional three (3) percent of their base salary, including longevity pay.

2. A unit member who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

G. Compensatory Time In Lieu of Overtime

1. A unit member may request to take compensatory time in lieu of cash compensation for overtime work. Such request shall be made to the immediate manager at the time the overtime is assigned. The immediate supervisor shall approve or deny the request. If the request is denied, the unit member may request the reason for the denial to be provided in writing. Compensatory time off shall be earned at the appropriate rate of overtime.
2. Request to use earned compensatory time will be made with the immediate supervisor. The request shall specify a date as to when the compensatory time will be taken. The immediate supervisor shall approve or deny the request. If the request is denied, the unit member may request the reason for the denial to be provided in writing. The written response shall be provided within two (2) scheduled working days.
3. Compensatory time shall be taken at a time mutually acceptable to the unit member and the District within twelve (12) months of the date on which it was earned. No unit member may accumulate more than forty-five (45) hours at any one time.

H. Overtime – Equal Distribution

Overtime shall be offered on a rotation basis to all qualified unit members in the bargaining unit within each department. Any unit member shall have the right to reject any offer or request for overtime or call-back, on call, or call in time. Mandatory overtime shall be assigned on a rotation basis in the absence of volunteers.

I. Minimum Call-In Time

Any unit member called into work on a day when the unit member is not scheduled to work shall receive a minimum of four (4) hours' pay at the appropriate rate of pay under this Agreement.

J. Call-Back Time

Any unit member called back to work after completion of his/her regular assignment shall be compensated for at least four (4) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked. Call-back shall be defined as an emergency request to return to work and shall include all District requests, which are not at least twelve (12) hours in advance, for a unit member to return to work prior to the start of the unit member's work shift.

1. Support During Non-Work Hours: Notwithstanding any other sections of this agreement, any unit member who, with the approval of the direct supervisor is contacted outside his/her regularly scheduled work hours to provide support or perform work which the employee is able to do without return to the college campus (or other designated work site) shall receive a minimum of one (1) hour of pay at the appropriate rate of pay under this agreement. No unit member shall be required or expected to be available during non-work hours.
2. Use of Personal Cell Phones: Unit members shall not be required or expected to use their personal telephones for work related matters.

1 K. Hours Worked

2  
3 For the purpose of computing the number of hours worked, all time during which a unit member is in  
4 paid status shall be construed as hours worked.  
5

6 L. Summer Schedule and Summer Schedule Leave

7  
8 This article establishes a Summer Schedule which commences each year on the Sunday of or after  
9 commencement and extends for a period of eight (8) weeks. The Summer Schedule will be  
10 implemented as follows:  
11

- 12 1. The workweek shall be defined as Monday through Thursday, Departments may be exempt from  
13 the schedule by mutual agreement.  
14
- 15 2. The work day shall be defined as ten (10) hours.  
16  
17 a. Under this schedule, forty (40) hours per week of compensation apply for full-time permanent  
18 employees. As such, this agreement does not reduce CalPERS retirement credit.  
19  
20 b. Those unit members assigned to a position of less than one hundred percent (100%) shall  
21 work their regular number of hours per week.  
22
- 23 3. Outside agencies utilizing a campus facility that is not supported by the central plan will be required  
24 to fund the total cost of usage, including District personnel.  
25
- 26 4. The District may grant unit members' requests for time off unless doing so interferes with the  
27 operations of the department or College. Time off requests shall be submitted in writing to and  
28 approved in advance by the unit members' immediate manager. If no written response is received  
29 within five (5) working days, the request will be considered approved.  
30
- 31 5. Unit members may request, of their immediate supervisor, an alternative or flexible schedule. If  
32 the manager and the unit member are unable to mutually agree, the manager or unit member shall  
33 notify the President/CEO. The President/CEO shall then schedule a meeting with CSEA as soon  
34 as practicable to negotiate a mutually agreeable schedule.  
35
- 36 6. Overtime assignments shall be made consistent with the provisions outlined in Article IX: Hours  
37 of Work and Related Matters.  
38
- 39 7. Meal periods shall be no longer than one (1) hour or no less than one-half (1/2) hour. Unit members  
40 who work more than a six (6) hour workday shall have an uninterrupted meal period at the midpoint  
41 of the workday. Unit members who work six (6) hours or less during a workday may observe a  
42 meal period with mutual agreement with their immediate manager. Lunch periods and rest periods  
43 cannot be combined to shorten the workday. During the Summer Work Schedule, rest periods  
44 shall be two (2) 20-minute rest periods.  
45
- 46 8. The District will communicate the implementation of the Summer Schedule internally and externally  
47 via various modes of communication, i.e., District listservs, website, and memos, which will be  
48 jointly developed by the District and CSEA 651.  
49
- 50 9. Unit members will return to the regular work schedule they were previously assigned at the  
51 conclusion of the Summer Schedule.  
52
- 53 10. Summer Schedule Leave for 100% assigned unit members: During the eight (8) week period  
54 specified above, the ten (10) hour days will consist of nine (9) work hours and one (1) hour of paid  
55 or unpaid leave.

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11. For 100% assigned unit members working the entire eight (8) weeks of the Summer Schedule, the total paid or unpaid leave is thirty-two (32) hours.
    - a. The District shall provide sixteen (16) hours of paid leave not otherwise available in the contract to be separately reported as Summer Schedule Leave. Summer Schedule Leave is available only during the eight (8) weeks of the Summer Schedule and may not be rolled over.
    - b. The remaining sixteen (16) hours are to be allocated from vacation time, floating holiday time, compensatory time, or unpaid leave, as defined in the Collective Bargaining Agreement.
      - i. With prior District approval, a unit member may request unpaid leave (dock time) for any or all of the fifteen (15) hours in lieu of taking compensatory time or paid leave.
  12. For those 100% assigned unit members who work only a portion of the Summer Schedule, the total of paid or unpaid leave is equal to one (1) hours for each worked day. For these members, District provided Summer Schedule Leave will be one-half (1/2) of this calculated number of paid leave hours. For example, a 100% assigned unit member who only works the first two weeks of the Summer Schedule would need eight (8) hours of paid or unpaid leave of which four (4) would be District provided Summer Schedule Leave and the remaining four (4) hours would be the responsibility of the unit member using any options under IX.M.11.b. If one-half (1/2) of the calculated paid leave hours results in a fraction, the Summer Schedule Leave provided by the District will be rounded up to the next whole hour. For example, an employee needing nine (9) hours of paid or unpaid leave would be provide with five (5) hours Summer Schedule Leave and the remaining four (4) hours would be the responsibility of the unit member using any options under IX.L.11.b
  13. With management approval, as per Article IX.B.2., an employee may work ten (10) hours a day. In such cases, the employee would neither receive District provided Summer Schedule Leave nor be required to take paid or unpaid leave.

## ARTICLE X

### LEAVES OF ABSENCE AND RELATED MATTERS

#### A. Bereavement Leave

A unit employee shall be entitled to take leave with pay in the event of the death of an immediate family member related through blood, marriage, adoption or domestic partnership. For purposes of this section, immediate family member is defined to include the following: spouse, domestic partner, parent, step-parent, grandparent, great-grandparent, child, step-child, grandchild, great-grandchild, brother, sister, step-sibling, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, great aunt, great uncle, great niece, great nephew, cousins, or any other member of the immediate household.

An eligible employee is entitled to take a maximum of five (5) days of bereavement leave. However, if travel of more than two (200) hundred miles one way is required as a result of the death, then the maximum leave will be increased by two (2) additional days for a total of seven (7) days. Additional leave beyond the 5-to-7 day maximum may be granted as outlined under Section J – Personal Necessity Leave, of this Article.

Bereavement Leave shall not be charged against sick leave. Furthermore, bereavement leave shall not be applicable when an employee is on an unpaid leave of absence.

While the days of absence need not be consecutive, all bereavement leave must commence and end within thirty (30) calendar days after the death or after the date the employee is notified to the date of the funeral. Finally, in the event of multiple deaths, each death shall be counted as a separate occurrence, thus entitling the employee to the above benefit for each occurrence.

The District may require, and the employee shall, upon request, submit documentation that justifies the use of any bereavement leave.

#### B. Legal Leave

In accordance with Education Code Section 87035, a unit member may be absent from duty, without loss of salary, in order to appear as a witness in a court other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member. A copy of any official order to appear must be submitted to verify the absence.

#### C. Jury Duty Leave: A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty. Juror's fees, excluding mileage, received by the unit member shall be signed over to the District.

1. Notification: Upon receipt of notification of jury duty obligation to be served, it is the obligation of the unit member to immediately inform his/her immediate supervisor.
2. Return to Service: Upon return to work the unit member must provide to the immediate supervisor proof of jury duty attendance by presentation of a certificate signed by the court clerk or other authorized officer of the court.
3. Full-time unit members shall work a traditional work week eight (8) hours per day (prorated for part-time unit members), Monday through Friday, 8:00 a.m. to 5:00 p.m. in weeks of jury duty service.

1 D. Military Leave

2  
3 Military leave shall be granted to any unit member who volunteers or is conscripted for duty with the  
4 armed forces of the United States. Such leave shall be granted in accordance with the provisions of  
5 law. Such absence shall not affect in any way the classification of the unit member, providing he/she  
6 has been an employee of the District for a period of not less than one year immediately prior to the  
7 date upon which the leave of absence begins. Compensation shall be in accordance with the California  
8 Military and Veterans Code.  
9

10 Unit members summoned to military service shall notify his/her immediate supervisor as soon as  
11 possible. Within five (5) working days of notification, the unit member shall provide the District with  
12 any change in the length of service.  
13

14 E. Sick Leave

15  
16 In accordance with Education Code Section 88191, a full-time unit member, employed five (5) days  
17 per week for twelve months of a fiscal year, shall be entitled to twelve (12) days per year of absence  
18 for illness or injury without loss of pay; those working fewer hours, days, or months, shall receive  
19 proportionately less sick leave credit.  
20

- 21 1. If a unit member does not take the full amount of sick leave allowed during the year, the amount  
22 not taken shall be accumulated from year to year.  
23
- 24 2. Sick leave may be used for absence due to personal illness, injury, or quarantine. Essential  
25 treatments, examinations for diagnostic purposes, and other absences definitely related to a unit  
26 member's health may be allowed as sick leave.  
27
- 28 3. If a unit member is absent due to an injury and is reimbursed by State Workers' Compensation,  
29 there shall be no deduction made from his/her accumulated sick leave credit. During the period of  
30 his/her absence, he/she shall receive his/her normal salary reduced by the amount he/she receives  
31 from the State Workers' Compensation Fund for a period not to exceed sixty (60) working days.  
32
- 33 4. Sick leave credit shall be earned on the basis of one (1) day per calendar month, providing the  
34 hours of service rendered during the month are equal to fifty (50) percent or more of the total hours  
35 required by the assignment.  
36
- 37 5. Transfer of accumulated sick leave from another district shall be allowed for classified personnel  
38 in accordance with the provisions of Education Code Section 88202. The unit member shall  
39 request, in writing to the District, the transfer of the total number of days of unused sick leave  
40 he/she had accumulated in his/her former district.  
41
- 42 6. A signed statement on the timesheet from a unit member, stating illness as a reason for absence,  
43 shall normally be satisfactory proof of the proper use of sick leave; however, a statement by a  
44 licensed physician or licensed practitioner may be required.  
45
- 46 7. A unit member who has been absent due to illness, injury, or quarantine for more than five (5)  
47 consecutive working days shall submit to his/her immediate manager a signed statement from a  
48 licensed physician or licensed practitioner indicating that he/she is able to resume his/her District  
49 responsibilities.  
50
- 51 8. A unit member shall contact his/her immediate manager as soon as the need to be absent is  
52 known. Contact shall be made each day thereafter, no later than the start of the normal working  
53 hours for the employee.

1 F. Maternity Leave

2  
3 In accordance with Education Code Section 88193, a maternity leave of absence, without pay, may  
4 be granted to a permanent classified unit member, upon written request of the unit member and the  
5 approval of the governing board of the District, subject to the provisions:  
6

- 7 1. A statement from the unit member's physician as to the beginning date of the leave and anticipated  
8 return to service shall be filed with the District at least thirty (30) days prior to the anticipated start  
9 date of the unpaid leave.  
10

11 The period of leave, including the date upon which the leave shall begin, shall be determined by  
12 the unit member and her physician or licensed practitioner.  
13

- 14 2. In granting maternity leave of absence, the governing board of the District assures the unit member  
15 a position of employment will be available for her upon return to duty; it does not assure her that  
16 she will return to the position she held at the time the leave was granted.  
17

18 G. Industrial Accident or Illness

19  
20 Industrial accident or illness is an illness or injury verified by a physician's certificate and qualifying  
21 under the State Workers' Compensation Insurance as being work-related. In accordance with Section  
22 88192 of the Education Code, classified employees shall be eligible for the following leave of absence  
23 benefits for industrial accident or illness:  
24

- 25 1. The maximum allowable paid leave shall be sixty (60) work days in a fiscal year for any single  
26 accident.  
27  
28 2. Allowable leave shall not be cumulative from year to year.  
29  
30 3. Industrial accident or illness leave shall commence on the first day of absence.  
31  
32 4. Payment for wages lost on any day shall not, when added to an award granted the employee under  
33 the Workers' Compensation laws of this state, exceed the normal wage for the day.  
34  
35 5. Industrial Accident leave will be reduced by one day for each day of authorized absence regardless  
36 of a compensation award made under Workers' Compensation.  
37  
38 6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into  
39 the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of  
40 the fiscal year in which the injury or illness occurred, for the same illness or injury.  
41  
42 7. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired  
43 under Section 88191 of the Education Code. When entitlement to industrial accident or illness has  
44 been exhausted, entitlement to other sick leave will then be used; but if a unit member is receiving  
45 Workers' Compensation, he/she shall be entitled to use only so much of his/her accumulated or  
46 available sick leave, accumulated compensatory time, vacation, or other available leave which,  
47 when added to the Workers' Compensation award, provide for a full day's wage or salary.  
48 Reduction of entitlement to leave shall be made only in accordance with this section.  
49  
50 8. Break in Service: Periods of leave of absence paid or unpaid under this Article shall not be  
51 considered to be a break in service of the unit member. Benefits accruing under the provisions of  
52 this Agreement shall continue to accrue under paid absence only.

9. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law or the action of the governing board, the unit member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
10. When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, if the unit member is medically fit to return to duty, as determined by a licensed physician and the college has engaged in the interactive process as required by the Fair Employment Housing Act (FEHA), he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for reemployment list established because of lack of work or lack of funds; in which case, he/she shall be listed in accordance with appropriate seniority regulations. If requested by the unit member, Union representation may be present at any point in this process.
11. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.
12. A unit member who has been placed on a reemployment list, as provided herein, and who has been medically released for return to duty, and who fails to accept an appropriate assignment, shall be dismissed.
13. It is the intent of the District to incorporate the following into its revised Administrative Regulations and Procedures for Industrial Accidents:
  - a. If it is determined by the physician performing the initial assessment and/or treatment of an industrial accident or illness that subsequent consultation or treatment is required to be performed by a physician, specialist, or that physical therapy is needed, the unit member is permitted to use a portion of his/her work day with pay as follows:
    - (1) Up to one and one-half (1½) hours of scheduled work time on either end of the work shift or any other time with prior approval from the manager, and
    - (2) Up to fifteen (15) hours total work time for each industrial accident or injury.
  - b. Medical appointments that require a unit member to be away from his/her position for a full day shall not be charged to accrued sick leave in accordance with Labor Code Section 4600.e.1.
14. The District shall reimburse a unit member when the unit member submits proof that vacation time was charged against an industrial injury or accident without that unit member's authorization.
15. If the employee has been released to return to work and has any type of temporary limitation(s) and or restriction(s), the employee must submit a return-to-work notice that contains the date of visit, the from and to date the employee is to remain on restricted duty, and any restrictions the employee may have upon returning to work.
  - a. Employees that have temporary limitations or restrictions when released to return to work will engage in the "interactive process." The "interactive process" is a dialogue between the employee, his/her supervisor, and Human Resources or Risk Management, upon request, to

determine if the employee can work within their usual and customary job with reasonable accommodation.

b. If no reasonable accommodation can be made to allow the employee to perform within their usual and customary job, the employee may be assigned to a suitable transitional job until an accommodation can be made. Such accommodation shall not exceed 60 work days in any particular assignment.

c. If no suitable transitional job is available and no reasonable accommodation can be made to allow the employee to perform within their usual and customary job, the employee will be placed on temporary disability and will utilize available leave until such time as appropriate work is available or limitations or restrictions have been lifted and the employee can return to their job without accommodation or until all eligible leave is exhausted.

d. The intent of this Article is to help the employee return to work and not to create a new position or replace an employee in an existing position.

#### H. Extended Sick Leave Benefit

In accordance with Education Code Section 88196, a regular classified unit member shall be credited once each fiscal year with a total of one hundred (100) working days of paid sick leave, such days to be compensated at fifty (50) percent of the unit member's regular salary. Each fiscal year shall be considered a new period and subsequent one hundred (100) half paid days of sick leave shall be applied, but shall not be cumulative from year to year. The paid sick leave under this section shall be used only after all other sick leave entitlement has been exhausted and shall be exclusive of any other paid leave, holidays, or vacation time to which the unit member may be entitled.

#### I. Catastrophic Leave Program

##### 1. General Provisions

a. The Catastrophic Leave Program (the "Program") shall provide all unit members, from CSEA 651, the opportunity to voluntarily donate eligible leave credits to the "Catastrophic Leave Bank" (the "Bank") and to apply for catastrophic leave credits, in accordance with the provisions of Education Code Section 87045 and Government Code Title II of the State of California [8000-22980]. The decisions made by the Catastrophic Leave Committee are final and not subject to grievance.

b. Catastrophic leave credits shall be available to eligible unit members who are medically incapacitated (unable to work, move, or function in the usual way) for an extended period of time, or whose family member becomes incapacitated for an extended period of time, requiring the unit member to take an extended period of time off from work and creates a financial hardship because the unit member has exhausted all leave credits. Catastrophic leave may only be requested once within a twelve (12) month period. Under extenuating circumstances, additional requests are at the discretion of the Catastrophic Leave Committee.

c. Unit members who apply for and receive catastrophic leave shall remain in "paid status" and continue to receive their salary, medical benefits, and all other benefits during the catastrophic leave period.

d. When the donated eligible leave credits available in the "Bank" drops below 1,000 hours (125 work days), Human Resources shall notify CSEA 651 leadership who shall then send a campus-wide request to all unit members for donation to the Catastrophic Leave Program. When a campus-wide request for donations of eligible leave credit is necessary, unit members must donate at least eight (8) hours to be eligible to participate in the "program" until such time

as the next request for donations is made. Unit members who work less than a full-time (100%) assignment shall donate hours prorated proportional to their assignment.

- e. Leave must be requested and shall be granted in increments of up to 160 hours (20 work days).
- f. Unit members may only apply once annually. Use of donated credits may not exceed a maximum of twelve (12) continuous months for any one (1) catastrophic illness or injury. The total amount of leave credits donated may not exceed an amount sufficient to ensure the continuance of regular compensation.
- g. Under discretion of the Catastrophic Leave Committee, additional leave credit may be granted to cover unforeseen physical and medical circumstances.
- h. A unit member's donation, Catastrophic Leave application, and all accompanying documentation shall remain confidential.
- i. The District shall create a Catastrophic Leave Committee as part of the College's governance process. This Committee shall meet at least semi-annually and conduct a program review at least once per fiscal year. The review will include, but not limited to, the following:
  - Bank balance;
  - Donation and approval process;
  - Catastrophic leave activity;
  - Committee membership appointments;
  - Applicable Federal and State mandates.

The results of the review will be reported back to the Vice President of Human Resources and the respective bargaining units.

## 2. Definitions

- a. The Catastrophic Leave Bank ("Bank") is the depository for unit member-donated leave credits. Payroll will maintain a current balance of leave credits in the Catastrophic Leave Bank.
- b. "Eligible leave credits" means vacation leave and sick leave accrued by the donating unit member.
- c. The Catastrophic Leave Committee (Committee) shall consist of a five-member panel that will review all unit member applications for catastrophic leave. The Committee shall consist of two representatives appointed by the president or designee of CSEA 651, one representative appointed by the Vice President of Human Resources or designee, one representative appointed by the Director, Payroll or designee, and one representative appointed by the management group. A quorum will be met if two (2) designees from CSEA 651 and one (1) from any of the above named groups are present for a total of three (3) committee members.
- d. For purposes of catastrophic leave, "family member" is as defined in Article X, (Bereavement Leave).

## 3. Eligibility

- a. Probationary unit members whose probationary period is six (6) months or less are eligible to

participate in the program when all eligibility requirements are met. If probationary unit members use the catastrophic leave program, the probationary period will be extended an additional six (6) months upon return to work.

- b. Unit members who are covered by worker's compensation and/or who are in paid status are not eligible for catastrophic leave. Unit members who are ineligible for or who have exhausted worker's compensation benefits shall be eligible for catastrophic leave if the unit members meet these requirements.
- c. Any unit member who has supplemental insurance must use it prior to or in conjunction with catastrophic leave to extend the benefit for up to sixty (60) days for a full one-hundred percent (100%) of their salary after exhausting all other paid leave (sick or vacation).
- d. When a campus wide request for donation of eligible leave credits is necessary unit member who wish to remain eligible to participate in the program must donate at least eight (8) hours of sick, vacation, or any combination thereof.
- e. Under discretion of the Catastrophic Leave Committee, additional leave credit may be granted to cover unforeseen physical and medical circumstances.
- f. Unit members who wish to apply for catastrophic leave shall have first exhausted all accrued sick leave and vacation time.
- g. No criteria other than that which is listed in Section 3 above shall be used to determine eligibility.

#### 4. Donation Process

- a. Any District employee may donate eligible leave credits to the Bank by completing the Catastrophic Leave Donation form.
- b. In a joint effort to help ensure the Catastrophic Leave Bank does not drop to a negative balance; four (4) hours will be automatically deducted from each participating CSEA 651 unit member once every fiscal year. Unit members who work less than a full-time (100%) assignment shall donate hour's proportional to their assignment.
- c. Payroll will notify participating unit members of their remaining leave balance after the four (4) hour deduction.
- d. At open enrollment in October, October 1, through October 31, a unit member may become vested by donating eight (8) hours of credit which can be a combination of vacation and sick leave. After the open enrollment period, if a unit member wants to become vested, they will need to donate a minimum of twelve (12) hours and have no less than twenty-four (24) hours remaining on the books which can be a combination of vacation and sick leave.
- e. When the donated eligible leave credits available in the "Bank" drops below 1,000 hours (125 work days), Human Resources shall notify the CSEA 651 President or designee of the need to send a campus-wide request to all unit members for donations to the Catastrophic Leave Program.
- f. Unit members may donate eligible leave credits to the "Bank" by completing the donation form, indicating the amount of sick leave, vacation time, or any combination thereof totaling eight (8) hours they wish to donate to the "Bank." The donation is irrevocable and no portion will be returned.

- g. The unit member shall forward the donation form to Payroll to verify the unit member has the minimum accrued leave as defined.
- h. If the unit member meets the eligibility requirement, Payroll shall transfer the amount shown on the donation form to the "Bank," and will then forward the form to Human Resources for placement in the unit member's personnel file.
- i. If the unit member does not meet the eligibility requirement, Payroll shall return the form to the unit member, within then (10) working days, providing the specific reason why the unit member did not qualify to make the donation.
- j. District employees not in the CSEA 651 bargaining unit may donate leave credits (vacation or sick) to the Catastrophic Bank by filling out the donation form and submitting it to Payroll.

#### 5. Application Process

- a. Unit members requesting catastrophic leave shall complete the Catastrophic Leave Application form. A signed and dated statement from a licensed physician verifying a serious illness or injury that will require prolonged treatment for either the unit member or a family member must be attached.
- b. The applicant shall submit the form to Payroll for verification that the employee has exhausted all accrued sick leave and vacation time. The Payroll officer shall sign and date the application form in the appropriate application fields.
- c. The applicant shall then submit the form and any included documentation to Human Resources, a minimum of ten (10) working days prior to the start date of the requested leave, when possible, or as soon as possible, if circumstances prevent earlier submission.
- d. Human Resources shall check the application for completeness, and, if complete, date and time stamp the application, which will signify the official receipt of the application. Human Resources shall then contact the Committee members to schedule a review date and time within five (5) working days upon receipt of the application. If an urgent request is received, the Committee shall meet immediately to review and process the application.
- e. If the application form is incomplete, within five (5) working days Human Resources shall speak directly with the applicant to explain what information is missing and direct the applicant to return to Human Resources with the necessary information to complete the application. When Human Resources determines if the application is complete, they will date and time stamp the form, which will signify the official receipt of the application. Within five (5) working days, Human Resources shall arrange a date and time to convene the Committee to meet and review the application.

#### 6. Application Review Process

- a. The Committee shall review each application for Catastrophic Leave. Each member shall review the application.
- b. The Committee shall determine whether the applicant satisfactorily meets the eligibility requirements, which shall include a licensed physician document, with signature supporting the need for catastrophic leave.
- c. The Committee shall make the determination as to whether the medical evidence provided is sufficient.

- 1 d. The Committee shall approve or deny the application after the review or request further  
2 information if needed.  
3  
4 e. Human Resources shall be responsible for notification of the Committee's decision to the  
5 applicant.  
6

7 J. Personal Necessity Leave  
8

- 9 1. Unit members may use in accordance with Education Code Section 88207 accumulated sick leave  
10 in cases of personal necessity for the following purposes:  
11  
12 a. Death of a member of the immediate family, when leave is required beyond that provided by  
13 Bereavement Leave, Section A of this Article. Immediate family shall be defined under  
14 Bereavement Leave in this Article.  
15  
16 b. Attendance at the funeral of a relative or close personal friend of the unit member.  
17  
18 c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness  
19 under subpoena or any other order made with jurisdiction.  
20  
21 d. An illness or injury to a member of the unit member's immediate family, which is serious in  
22 nature and under the circumstances the member cannot be expected to disregard, and which  
23 requires the attention of the unit member during his/her assigned hours of service. Immediate  
24 family shall be as defined under Bereavement Leave of this Article.  
25  
26 e. The birth of a child, making it necessary for a unit member who is either the father or  
27 grandparent of the child, to be absent from his/her position during his/her assigned hours of  
28 service.  
29  
30 f. Imminent danger to the home of the unit member when the danger requires the attention of the  
31 unit member during his/her assigned hours of service. Such danger must be occasioned by  
32 flood, fire, earthquake, or be of other similar serious nature, and under the circumstances  
33 cannot reasonably be disregarded by the unit member.  
34  
35 g. With the advance approval of the Vice President of Human Resources, participation in lawful  
36 meetings, activities, or observances, where the unit member conscientiously believes that  
37 his/her participation therein is necessary and requires his/her absence from duty. Such leave  
38 shall not be used to conduct business which is related to matters of unit member/employer  
39 relations or unit member organization business.  
40  
41 h. Accidents involving his/her person or property, or the person or property of a member of his/her  
42 immediate family. Immediate family is defined under Bereavement Leave.  
43  
44 i. The adoption of a child, making it necessary for the father/mother to be absent from his/her  
45 position during his/her assigned hours of service.  
46  
47 2. The following limits and conditions are placed upon the use of cumulative sick leave for Personal  
48 Necessity Leave:  
49  
50 a. The total number of days allowed in one year shall not exceed seven (7) days (56 hours) and  
51 part-time unit members shall receive prorated benefits proportional to full-time assignment.  
52  
53 b. The days allowed shall be deducted from and may not exceed the number of full days' sick  
54 leave which the unit member has earned.  
55

- 1 c. Personal necessity leave shall not be granted during a unit member's vacation or any other  
2 leave of absence.  
3  
4 d. Payment for personal necessity leave shall be made only upon certification by the appropriate  
5 manager that the absence was due to a situation designated within the meaning of Section J.1  
6 of this Article.  
7

8 The unit member shall sign, on a form provided, a statement that such absence was an emergency  
9 and indicate the nature of such absence. A notice of intent to use this leave shall be submitted in  
10 advance whenever possible.  
11

- 12 3. Under no circumstance shall leave be available for purposes of personal convenience, or for the  
13 extension of a holiday or a vacation period, or to seek other employment, or for matters which can  
14 be taken care of outside the work hours, or for recreational activities.  
15

16 K. Family Illness Leave  
17

18 During each calendar year, a unit member may use earned available sick leave to attend to the illness  
19 of a child, parent, spouse, or registered domestic partner of record of the unit member. This benefit is  
20 in addition to Personal Necessity Leave.  
21

- 22 1. Full-time (100%) unit members who work twelve (12) months per year are allowed six (6) days of  
23 family illness leave. Unit members who work less than full-time (100%) or work fewer than twelve  
24 (12) months per year are allowed a pro rata share of family illness leave days.  
25  
26 2. In the event a unit member is absent from work due to illness of a family member, the unit member  
27 shall make every effort to notify the unit member's immediate manager as soon as possible, but  
28 not later than the usual time the unit member would be required to report for duty.  
29  
30 3. A unit member who is absent on family illness leave for more than five (5) consecutive working  
31 days shall provide the District with a medical statement signed by a licensed physician verifying  
32 the family member's illness. The District reserves the right to request substantiation of any claim  
33 for family illness leave.  
34  
35 4. A unit member who is absent due to illness of a family member shall report the absence on the  
36 monthly timesheet, stating that such absence was due to the illness of a child, parent, spouse, or  
37 registered domestic partner of record of the unit member.  
38  
39 5. Under the provisions of Labor Code Section 233, the District shall not deny the unit member the  
40 right to use sick leave for the above-stated purpose and will not be subject to any disciplinary  
41 action.  
42

43 L. Retrain and Study  
44

45 Unpaid leave of absence for study or retraining may be granted to any unit member of the bargaining  
46 unit if mutually beneficial to the District and the unit member.  
47

48 M. Scheduled Holidays  
49

50 The District agrees to provide all employees in the bargaining unit with twenty (20) paid holidays, as  
51 specified in Appendix A:  
52

53 1. Fourth of July  
54

55 When the July Fourth holiday falls on a Friday or Saturday, the holiday will result in ten (10)

additional floating holiday hours, pro-rated for less than one hundred percent (100%) employees. When the July Fourth holiday falls on a Sunday, the holiday shall be observed on the Monday following the holiday. In these two situations, the historic holiday of July 4<sup>th</sup> will also be compensated at the holiday pay rate as specified in M.O. These floating holiday hours are subject to the same provision specified in X.P. Unit members hired after the July Fourth holiday shall not be entitled to these additional floating holiday hours for the contract year.

## 2. Calendar Coordination

The District agrees to convene a meeting early each fall semester of all parties having an interest in the annual District Calendar, specifically the Academic Calendar and the CSEA 651 and 651 Work Calendars. The purpose of this meeting shall be to exchange information and discuss issues related to both the Academic Calendar and the Work Calendars.

## 3. Winter Intersession

In circumstances in which the first day of instruction of the winter intersession is preceded by a weekday holiday, the District and CSEA 651 will mutually agree to designate job classifications and assignments essential to preparation for the beginning of winter intersession and thus will be called in to work on that holiday. Those unit members so designated shall be compensated as specified in Article M.O.

## 4. Holiday Work Assignments

When the observed holiday is not the historic holiday, no employee shall be required to work both days. Assignments to work on the holiday will be on a seniority or rotation basis, mutually agreed to by the District and CSEA.

Note: The District shall negotiate with the Association prior to any change.

## N. Additional Holidays

Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, holiday, or any declared holiday by the governing board of the District under Education Code Section 79022 or 1318 or their successors, shall be a paid holiday for all unit members in the bargaining unit.

## O. Holiday Eligibility

1. Except as otherwise provided in this Article, unit members who are not normally assigned to duty during the school holidays of New Year's Day and Winter Recess shall be paid for these holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
2. Holidays with pay shall be granted to unit members working, on sick leave, on paid vacation, or on an authorized paid absence on the days immediately preceding or following the holiday or holidays. Any work performed on holidays is considered overtime.

## P. Floating Holidays

1. Unit members shall be granted twenty (20) floating holiday hours to be used each contract year, July 1, through June 30 and may be used in quarter-hour increments.
2. The floating holiday hours must be used during the period in which they are granted and do not accumulate if left unused.

3. Floating holiday hours must be requested in writing, per Classified Employees Absence Report Form, and must be approved in advance by the unit member's immediate manager in a timely manner. Approval shall be based on operational needs of the department as determined by the immediate manager.
4. If the immediate manager denies the unit member's initial request for use of floating holiday hours, a reason for the denial must be given in writing, per the Classified Employees Absence Report Form, and the unit member and immediate manager shall mutually agree to an alternative date.
5. Less than full-time one hundred percent (100%) unit members shall earn pro-rata floating holiday hours based on their percentage of employment.

Q. Vacation

All unit members in the bargaining unit shall earn paid vacation time under this Article.

1. Vacation Eligibility

- a. All eligible unit members shall be credited with vacation time on the first of the month based on the unit member's longevity date (Article XX, Longevity Date), provided the unit member is in a paid status for a minimum of fifty (50) percent or more of the total hours required for the position.
- b. Unit members who are employed on a part-time basis shall be entitled to an annual vacation allowance on a prorated basis. Substitute and short-term employees shall not be entitled to a paid vacation allowance.
- c. Probationary unit members shall not be eligible to take vacation until the completion of six (6) working months of employment. After the unit member's initial six (6) months of employment, a unit member who is terminated or resigns shall be granted his/her accumulated vacation allowance; the monetary value of accumulated vacation allowance may be paid in lieu of carrying the employee on the payroll. A probationary unit member in his/her initial six (6) months of employment is not entitled to any vacation allowance upon separation.

2. Accumulation

Vacation time shall be earned and accumulated on a monthly basis according to the following schedule:

No. of Hours Earned per Month

6 months through 5 years	8.00	(12 days per year)
6 years through 8 years	10.67	(16 days per year)
9 years through 13 years	13.34	(20 days per year)
14 years through 19 years	14.67	(22 days per year)
20 years on	16.00	(24 days per year)

- a. Unit members who work less than twelve (12) months accrue vacation hours by multiplying the number of hours earned per month by the number of months scheduled to work in a fiscal year.
- b. When vacation is computed according to proration, the District shall round hours up based on .500 equals one (1) additional hour.

1 3. Vacation Payoff

2  
3 When a unit member is separated from employment with the District, the unit member shall receive  
4 payment for all vacation earned and accumulated through the last day of paid status. Payment  
5 shall be at the unit member's current regular rate of pay.  
6

7 4. Vacation Postponement

8  
9 a. If a bargaining unit member's vacation becomes due during a period when he/she is on leave  
10 due to illness or injury, he/she may request that his/her vacation date be changed, and the  
11 District shall grant such request in accordance with vacation dates available at that time. The  
12 unit member may elect to have his/her vacation rescheduled in accordance with the vacation  
13 schedule available at that time, or may request to carry over his/her vacation to the following  
14 year.  
15

16 b. If, for any reason, a bargaining unit member is not permitted to take all or any part of his/her  
17 annual vacation, the amount not taken shall, by mutual agreement of both parties, be  
18 accumulated for use in following years.  
19

20 5. Vacation Carry-Over

21  
22 a. The maximum number of days which may be carried at any time shall be equal to twice the  
23 number of days earned in any one (1) fiscal year as provided in Section Q of this Article.  
24 Excess days may be converted and used as sick time with a limit of forty-eight (48) hours per  
25 year.  
26

27 b. To meet the District's work requirements, unit members may be required, by the appropriate  
28 manager, to take each fiscal year up to the number of vacation days they earn per fiscal year.  
29

30 c. A notice of not less than fifteen (15) work days shall be given to unit members before being  
31 required to take vacation.  
32

33 6. Holidays

34  
35 When a holiday falls during the scheduled vacation of any bargaining unit member, such unit  
36 member shall be granted an additional day's vacation and pay for each holiday falling within that  
37 period.  
38

39 7. Vacation Scheduling

40  
41 a. Any use of vacation requires advance notice by the unit member and prior administrative  
42 approval, except as provided in Section 9, below.  
43

44 b. If there is any conflict between unit members who are working on the same or similar operations  
45 as to when vacations shall be taken, the vacations shall be rotated as equally as is practical  
46 among unit members in the bargaining unit within each department.  
47

48 8. Interruption of Vacation

49  
50 A unit member in the bargaining unit may be permitted to interrupt or terminate vacation leave in  
51 order to begin another type of paid leave for serious illness, injury, or bereavement without a return  
52 to active service, provided the unit member supplies notice and supporting information regarding  
53 the basis for such interruption or termination.

1       9. Other Vacation Use

2  
3       Unit members will be allowed to charge a late arrival against accumulated vacation in lieu of a  
4       salary deduction. This allowance will be provided for up to six (6) occurrences per fiscal year for  
5       a maximum of three (3) hours per occurrence.  
6

7       R. Attendance Responsibility

8  
9       Unit members are responsible for working all days not covered by authorized leaves of absence, for  
10      being prepared and ready to start work at the designated time for their shift, and to complete their  
11      shift in its entirety.  
12

- 13      1. Unit member's accrued leave balances are available via the District's website. A hard copy may  
14      be provided upon written request.  
15  
16      2. Excessive absenteeism is being absent from work on days not covered by contractual/legal  
17      authorized leaves of absence, including being absent more than the vacation or sick time  
18      accrued. Excessive absenteeism is subject to disciplinary action.  
19  
20      3. Tardiness is being late for work at the time established for the start of a unit member's shift.  
21  
22          a. Any unit member tardy in excess of seven (7) minutes, three (3) times per month, or a  
23          maximum of nine (9) times a year is subject to disciplinary action.  
24  
25          b. For any tardiness after seven (7) minutes, salary is subject to deduction. Accumulated  
26          vacation time may be used as specified in Article X, Section V, above.  
27  
28      4. Any unit member wanting to leave work before his/her shift is over must request his/her  
29      manager's approval prior to the start of that shift. In the case of an emergency or sudden illness,  
30      the unit member must immediately contact his/her manager, or his/her manager's designee.  
31  
32      5. The manager shall meet quarterly, or as needed, with the unit member to discuss any apparent  
33      excessive absenteeism or tardiness before initiating disciplinary action.  
34  
35      6. Progressive disciplinary action is defined as follows: (a) verbal warning; (b) written warning; (c)  
36      written warning to personnel file; (d) suspension without pay; (e) recommendation for termination.  
37

38      S. School Visit Leave

39  
40      A unit member, who is a parent, guardian or grandparent having custody of one or more children  
41      who are in school (grades 1 through 12) shall be entitled to take school visit leave of up to forty (40)  
42      hours each year, not to exceed eight (8) hours per month, of paid or unpaid leave for the purpose of  
43      participating in activities at the child's school or licensed day care facility.  
44

45      Eligible employees who desire to take school visit leave shall provide written notice to the department  
46      in advance of the leave. Failure to provide written notice pursuant to established leave request  
47      procedures prior to the leave may result in denial of the leave request.  
48

## ARTICLE XI

### **TRANSFERS AND RELATED MATTERS**

#### A. Lateral Transfers

1. When a new position is created or an existing position becomes vacant, the vacancy notices shall be distributed to all work locations within a minimum of six (6) working days prior to the deadline to apply. Any unit member in the bargaining unit may apply for transfer to that position by filing written notice with the Office of Human Resources of the District. A lateral transfer shall be defined as the relocation of a unit member to a position within the same classification in a different department.
2. Any unit member on leave who would be affected by a lateral transfer shall be sent an email to their designated personal account and mailed a copy of the notice by First-Class mail to their home address on file, if requested by the unit member prior to going on leave.

#### B. Medical Transfers

The District may promote, demote, or laterally transfer to a related class a unit member who has become medically unable to satisfactorily perform his/her regular job class duties.

#### C. Involuntary Transfers

1. A transfer is defined as a permanent change in department and immediate supervisor within the same classification.
2. Transfers of bargaining unit members may be initiated by District management to meet service needs. A unit member affected by such transfer shall be given seven (7) days' notice prior to the effective date of the transfer. A copy of said notice shall be sent concurrently to the Association President and the affected managers(s). A conference will be held between the appropriate management person and the unit member to discuss the transfer. The unit member will have the option for representation at the conference.
3. Transfers shall not change the unit member's salary rate, anniversary date, or accumulated benefits. However, if the unit member is transferred to a different classification at the same salary range, and the unit member has no previous seniority in the new class, his/her seniority in that class shall begin on the date of transfer.
4. A unit member who has been transferred to a lower class shall be transferred back to original classification at first available vacancy. The unit member may request voluntarily demote and remain in the lower classification. The District shall determine whether to transfer or allow the unit member to voluntarily demote. A demotion is a change to a lower classification and to a salary rate corresponding to the lower classification. This shall apply to those unit members transferred prior to January 1, 1997, to a lower class with no loss in pay.

#### D. Temporary Assignments

The District and CSEA 651 agree to an established process for temporary assignments. Temporary assignments include duties identified as "working out of classification." The intent is to provide a fair and equitable process for all unit members represented by the bargaining unit:

1. Guidelines: Utilize this process as a guide to select a person in the most objective and fair manner.
  - a. A complete project description will be established with starting and ending dates.
  - b. Qualifications needed for each temporary assignment will be established by the Director, Facilities Planning & Management.
2. Screening process and procedures:
  - a. Follow established Human Resources screening procedures.
  - b. Two CSEA 651 unit members to participate in the screening process shall be selected by the CSEA 651 Executive Board and two others shall be selected by the Vice President, Administrative Services, or designee.
  - c. The function of the screening committee is to review and recommend a candidate(s) to the Vice President, Administrative Services, or designee.

## ARTICLE XII

### PERSONNEL FILES

#### A. Personnel Files

1. Except for grievance procedure files, there shall be only one personnel file for each unit member in the bargaining unit, and it shall be maintained at the District Office of Human Resources.
2. Unit members shall be provided with copies of any derogatory written material before it is placed in the unit member's personnel file. The unit member shall be given an opportunity to prepare a written response to such material. The written response shall be attached to the material.
3. A unit member shall have the right at any reasonable time without loss of pay to examine copies of any material from the unit member's personnel file, with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved.
4. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the unit member. The District shall keep a log of persons who have examined a personnel file, as well as the date such examinations were made, except routine clerical transactions. Such a log and the unit member's personnel file shall be available for examination by the unit member or his/her CSEA representative with the unit member's written authorization for each instance. The log shall be maintained in the unit member's personnel file.
5. Any person who places written material or drafts written material for placement in a unit member's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

## ARTICLE XIII

### **PERFORMANCE EVALUATIONS**

#### A. Evaluation

No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator. No evaluation shall be made based upon hearsay statements, but shall only be based upon the direct observation and knowledge of the evaluator including documented and verifiable evidence provided by a reliable identified source. If such evidence is provided by another unit member, that evidence must be independently verified by another source outside of union membership. The unit member shall have the right to review and respond to any derogatory evaluation in accordance with Article XII, Personnel Files. The grievance procedure shall not be used as a means for resolving disputes of the judgment and recommendations of the evaluator.

1. Performance Evaluations: The purpose of performance evaluations is to inform employees about the quality of their work. The performance evaluation procedures are as follows:
  - a. Evaluations shall be performed by the immediate non-bargaining unit supervisor or manager and shall only focus on the employee's job performance.
  - b. Permanent status employees are evaluated on an annual basis, based upon the anniversary date of initial appointment. A permanent status employee's evaluation shall cover the employee's job performance for the last twelve (12) month period. Notwithstanding extenuating circumstances, annual evaluations shall be issued no later than three (3) months following the end of the evaluation period. Probationary employees are evaluated after two (2) months and five (5) months. Probationary evaluations shall be completed prior to the end of the probationary period.
  - c. Evaluators should engage in ongoing communication with the unit member regarding performance issues before issuing a negative evaluation.
  - d. Performance evaluations for those employees working out-of-class shall not be based solely on the specific job duties of the out-of-class position, unless the employee is in the out-of-class assignment for the entire duration of the evaluation period.
  - e. The District will provide regular training for its evaluators and employees on the performance evaluation process.
2. Performance Evaluation Meeting: Performance evaluations shall be considered confidential. The evaluator shall not belong to the classified bargaining unit.
  - a. Employees will be given a minimum of two (2) working day notice prior to any scheduled evaluation meeting with the evaluator.
  - b. Employees will be provided with a copy of their completed evaluation a minimum of two (2) working days prior to the evaluation meeting. This provides the employee an opportunity to review the evaluation and identify any areas of concern, which may then be discussed with the evaluator during the performance evaluation meeting.
  - c. The employee and evaluator shall sign one (1) copy of the performance evaluation form at the end of their meeting. The employee's signature acknowledges receipt of the evaluation. Signing the performance evaluation form does not constitute the employee's agreement with the performance evaluation. The evaluator shall provide the employee with a copy of the

1 evaluation.

- 2
- 3 d. Evaluator shall forward the completed performance evaluation to Human Resources within five
- 4 (5) working days of the evaluation meeting.

5

6 3. Negative Performance Evaluations:

7

- 8 a. Performance criteria marked as “needs improvement” on the evaluation shall include specific
- 9 recommendations for improvements, a timeline in which to improve, and provisions for
- 10 assisting the employee in implementing any recommendations made. The evaluator may
- 11 create a “performance improvement plan” for an employee to address performance
- 12 deficiencies. This performance improvement plan shall be created by the unit manager and
- 13 the Vice President, Human Resources, or his/her designee, prior to the issuance to the unit
- 14 member.

- 15
- 16 b. The employee shall have the right to review and respond to any negative evaluation in
- 17 accordance with XII.A.5 Personnel Files, except that the employee shall be given a minimum
- 18 of fifteen (15) working days to attach a written response.
- 19

- 20 c. An employee may review the judgment and recommendations for their evaluator with the next
- 21 highest manager or the Vice President of Human Resources or their designee who shall
- 22 provide the employee with a response within fifteen (15) working days or as mutually agreed.
- 23

- 24 4. Performance Goals: The performance evaluation may include goals to be achieved during the
- 25 next performance evaluation period. If included, these must be related to the duties and
- 26 responsibilities of the employee’s assigned position classification description and reflect action
- 27 items identified on the evaluation form. Managers and employees may consult with the Vice
- 28 President of Human Resources or his/her designee regarding the development of performance
- 29 goals.
- 30

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**ARTICLE XIV**

**PROBATIONARY PERIOD**

- A. Probationary Period: Upon election as a classified employee, the unit member shall serve as a probationary employee for a period of six (6) months of service following the date of his/her employment. Performance evaluations shall be issued in accordance with Article XIII.1.b. Performance Evaluations. The District retains the right to extend the probationary period for an additional six (6) months. The District shall advise the unit member of the reason for such extension.

## ARTICLE XV

### **GRIEVANCE PROCEDURE**

#### A. General Provisions

1. Except as provided to the contrary, this grievance procedure is restricted to alleged violations of specific item(s) in this Agreement arising during the term of this Agreement. A grievance is defined as a formal written allegation filed by a unit member within twenty (20) work days of the alleged violation or within twenty (20) work days after the unit member reasonably should have known that a violation of the specific provision(s) of this Agreement has occurred.
2. Actions to challenge or change the policies of the District as set forth in the Board Rules and Regulations or administrative regulations and procedures must be undertaken under separate legal processes and not in conflict with the provisions of this Agreement. Other matters for which a specific method of review is provided by law, by the Board of Trustees Rules and Regulations, or by the Administrative Procedures of the District are not within the scope of this procedure.
3. The District and the Association agree that every effort will be made by the District and the unit member to settle grievances informally at the lowest possible level.
4. Until final disposition of the grievance, the grievant is required to conform to the direction of his/her immediate manager. If the unit member fails to conform to the direction of his or her manager, the unit member forfeits his/her rights to pursue the grievance procedure.
5. Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Each party agrees to complete action within the time limits contained in the grievance procedure; however, with the written consent of the parties to the grievance, the time limitation for any level may be extended. Any grievance not advanced to the next level within the time limits established for that level shall bar the grievant from any further right to pursue that grievance and the grievance shall be deemed resolved with the decision rendered at the previous level (including "Level One - Informal"). Failure on the part of a manager to answer within the time limits set forth for any level will entitle the unit member to proceed to the next level (including "Level One - Informal").
6. Time limits provided in each level shall begin at the expiration of the previous time limit or the day following receipt of written decision by the interested parties.
7. Grievance meetings normally will be scheduled by the District so as not to conflict with essential duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's central office, the District shall provide the release time to the grievant, witnesses, and, if requested, the President of the Association or the President's designee, so that the session can be accommodated within such business hours. This provision shall constitute "reasonable periods of release time" within the meaning of Government Code 3543.1(c).
8. In order to encourage a professional and harmonious disposition of unit members' grievances, it is agreed that from the time a grievance is filed until it is processed through Level Four, or decided to the mutual satisfaction of the grievant and the District, neither party shall inform the general public of either the details of the grievance or evidence regarding the grievance.
9. All meetings and hearings under this procedure shall be closed to all persons other than the parties in interest, their representatives, and witnesses, as necessary.
10. All procedural documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file, maintained by the District, and will not be kept in the

- 1 personnel file of any of the participants.
- 2
- 3 11. Forms necessary for the grievance process will be provided by the District and will be given
- 4 appropriate distribution to facilitate the grievance procedure. The written grievance shall (1) be
- 5 specific; (2) contain a description of the procedures which have previously been taken by the
- 6 grievant; (3) contain a synopsis of the facts giving rise to the violation or misinterpretation; (4)
- 7 contain the specific section of this Agreement which has allegedly been violated; (5) state the relief
- 8 requested; (6) contain the date of the alleged violation; and (7) be signed by the grievant.
- 9
- 10 12. The grievant may request representation beginning at Level Two, but nothing contained herein will
- 11 be construed as limiting the right of any unit member having a grievance to have the grievance
- 12 adjusted without intervention of the Association, provided that such adjustment is not inconsistent
- 13 with the terms of this Agreement and that the Association has been given a copy of the grievance.
- 14
- 15 13. No reprisals of any kind will be taken by the Board, the President of the College, the Association,
- 16 or by any member or representative of the Administration of the College, against any aggrieved
- 17 person, any member of the Association, or any other participant in the grievance procedure by
- 18 reason of such participation.
- 19
- 20 14. The District and the Association shall pay their own expenses incurred in the grievance procedure.
- 21 Parties shall equally share the expenses of the committee chairperson if such becomes necessary.
- 22 Each party shall be responsible for compensating its own representatives and witnesses. If a party
- 23 desires that a record of the testimony be made at the proceedings or from the tape recording, it
- 24 may cause such a record to be made at its own expense provided; however, that it supplies the
- 25 arbitrator and other party or parties with copies of such record at no expense to the other party or
- 26 parties.
- 27
- 28 15. No unit member may use the grievance procedure in any way to appeal termination or decision by
- 29 the Board not to renew his or her contract.
- 30
- 31 16. No unit member shall use the grievance procedure to dispute or appeal any action of the Board or
- 32 administration which complies with law or regulations deriving from a state or federal regulatory
- 33 commission or agency.
- 34
- 35 17. The grievant must be present at each level of the grievance procedure. Either party may be
- 36 represented by a party of his/her choice beginning at Level Two of the grievance procedure.
- 37
- 38 18. This grievance procedure shall not be used as the basis for any type of class action.
- 39
- 40 19. If a grievance arises from action or inaction by the Board of Trustees, the aggrieved person shall
- 41 submit such grievance in writing directly to the President of the College, the President of the Board
- 42 of Trustees, and may optionally notify the Association. The processing of such grievance shall be
- 43 commenced at Level Three.
- 44
- 45 20. A decision in any one case may or may not constitute precedence for any other grievance.
- 46
- 47 21. Notwithstanding any other provision of this Article, management shall not be required to process
- 48 more than one grievance per work day at the formal level.
- 49
- 50 22. Adjustment of any grievance described herein shall not be inconsistent with the specific
- 51 provision(s) of this Agreement.
- 52
- 53 23. Nothing contained in the grievance procedure shall be construed to deny the District, the Board of
- 54 Trustees, the President, the Association, or any unit member the rights guaranteed to them under
- 55 state or federal law.

- 1  
2 24. Any grievance occurring during the period between the termination date of this Agreement and the  
3 effective date of a new Agreement shall not be processed. Any grievance which arose prior to the  
4 effective date of this Agreement shall not be processed. Notwithstanding the expiration of this  
5 Agreement, any grievance claim initiated within the term of this Agreement may be processed  
6 through the grievance procedure until resolution.  
7  
8 25. A grievance may be withdrawn by the grievant at any time and at any step of this procedure  
9 provided; however, that same grievance shall not be filed a second time by the same party.  
10  
11 26. For the purpose of this grievance procedure, working days are defined as those days of normal  
12 business of the District's central office.  
13  
14 27. In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited  
15 to a maximum of twenty (20) work days prior to the date of filing of a written statement of grievance.  
16  
17 28. The parties agree that there shall be no strike or other economic action by unit members or by the  
18 Association, nor shall there be any lockout or other economic action by the District while this  
19 contract is in effect over any dispute which arises out of the interpretation or application of this  
20 Agreement or any alleged violation of the terms of this Agreement.  
21

22 B. Procedures  
23

24 1. Level One – Informal:  
25

- 26 a. Before filing a formal grievance, the grievant shall attempt to resolve the matter by an informal  
27 conference with his/her immediate manager within ten (10) work days of the occurrence of the  
28 alleged violation.  
29  
30 b. The unit member shall discuss the matter orally with his/her immediate manager. Only the  
31 grievant and the manager shall be present.  
32  
33 c. Within five (5) work days, the immediate manager shall give his/her oral response to the  
34 grievant.  
35

36 2. Level Two – Formal:  
37

38 If the grievance is not resolved at the informal level, the grievant will have five (5) work days within  
39 which he/she shall submit to the Office of Human Resources a written and signed statement of  
40 grievance on forms provided by the District. The Office of Human Resources shall promptly  
41 forward the statement of grievance to the next highest manager with authority to act and provide  
42 the name of same to the grievant. Within ten (10) work days after receiving the grievance, said  
43 manager shall meet with the parties and shall communicate his/her response in writing to the  
44 grievant and to the appropriate Vice President.  
45

46 3. Level Three:  
47

48 If the grievance is not resolved at Level Two, the grievant shall have five (5) work days after receipt  
49 of named manager's response within which he/she may submit an appeal on the appropriate form  
50 to the appropriate vice president, or his/her designee.  
51

52 Allegations not presented at Level Two may not be introduced at any other level, and no evidence  
53 or testimony given shall be the cause for initiating further grievance.  
54

55 The appropriate vice president or his/her designee shall meet with all parties and subsequently

1 give the grievant an answer in writing no later than ten (10) days after receipt of the appeal.

2  
3 4. Level Four:

- 4  
5 a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if  
6 no written decision has been rendered within ten (10) work days following the Level Three  
7 meeting with the appropriate vice president or his/her designee, the aggrieved person may,  
8 within an additional five (5) work days, request in writing to CSEA 651 that the grievance be  
9 submitted to a Grievance Committee. The Grievance Committee shall be composed of three  
10 (3) voting members to be selected as follows: one (1) representative of the employee, one (1)  
11 representative of the District, and a third party mutually selected by the respective  
12 representatives.  
13  
14 b. In the event CSEA 651 chooses to take the grievance to arbitration, the grievant and the  
15 President or his/her designee, shall attempt to agree upon an arbitrator. If no agreement can  
16 be reached, they shall request the California State Conciliation Service to provide a roster of  
17 five (5) names of persons experienced in hearing grievances in public agencies and within one  
18 (1) hour's normal driving time. Each party shall alternately strike a name until only one (1)  
19 name remains. The order of striking shall be determined by lot. The remaining name shall be  
20 that of the arbitrator. If the arbitrator selected will not be available for the hearing within a  
21 reasonable period of time, not exceeding sixty (60) days, the parties shall proceed to select  
22 another arbitrator from the above list.  
23  
24 c. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the  
25 terms of this Agreement, but shall determine only whether or not there has been a violation of  
26 this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be  
27 based solely upon the evidence and arguments presented to him/her by the respective parties  
28 in the presence of each other and upon arguments presented in briefs. The arbitrator shall  
29 consider and decide only on the specific issues submitted in writing and shall have no authority  
30 to make a decision on any other issue not so submitted.  
31  
32 d. The arbitrator shall cause the hearing to be recorded on tape.  
33  
34 e. The arbitrator may hear and determine only one grievance at a time unless the District and the  
35 grievant(s) expressly agree otherwise. However, both parties will in good faith endeavor to  
36 handle in an expeditious and convenient manner cases which involve the same or similar facts  
37 and issues.  
38

39 5. Arbitrator's Decision, Board of Trustees Review:

- 40  
41 a. The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning, and  
42 conclusions on the issues submitted. The grievance committee will be without power or  
43 authority to make any recommendation which requires the commission of an act prohibited by  
44 law or which violates the terms of this Agreement. The arbitrator in no case shall make any  
45 recommendation inconsistent with District duties, responsibilities, or obligations as such are  
46 prescribed in state or federal law. However, it is agreed that the arbitrator is empowered to  
47 include the arbitrator's recommendation of such financial reimbursement or other remedies as  
48 is judged to be proper except that in settlement of any grievance resulting in retroactive  
49 adjustment, such adjustment shall be limited to a maximum of twenty (20) days prior to the  
50 date of filing of the written statement of grievance form. The decision of the Arbitrator will be  
51 submitted to the Board of Trustees, the President of the College, the grievant, and the  
52 Association.  
53  
54 b. The decision of the arbitrator within the limits herein prescribed shall be in the form of a  
55 recommendation to the Board of Trustees. If grievant files a request to the Board of Trustees

1 to undertake review of the advisory decision within ten (10) work days of its issuance, the Board  
2 of Trustees shall then undertake review of the entire hearing's records and briefs. The Board  
3 of Trustees may also, if it deems it appropriate, permit oral arguments by representatives of  
4 the parties, but only in the presence of one another. In such case, the Board of Trustees shall  
5 render a decision on the matter within thirty (30) work days after receiving the arbitrator's  
6 decision. Such decision shall be final and binding on all parties. If the Board of Trustees does  
7 not render a decision within the time specified, it shall be deemed to have adopted the decision  
8 reached at Level Three.  
9

- 10 c. In a case where the arbitrator's recommendation sustains the grievant, but the Board of  
11 Trustees subsequently fails to accept such recommendation and instead modifies or reverses  
12 the arbitrator's decision, and the grievant later files a judicial action against the District for  
13 breach of the Agreement, the District shall not assert as a defense that the grievant's utilization  
14 of the grievance procedure was the only proper remedy for resolution of the grievance. In all  
15 other cases, the grievance and arbitration procedure described above is to be the Association's  
16 and unit member's sole and final remedy for any claimed breach of this Agreement which is  
17 covered by the grievance procedure  
18

## ARTICLE XVI

### **PERSONAL/PROFESSIONAL GROWTH**

Recognizing that Mt. San Antonio College values employees furthering their education, managers are encouraged to be flexible in accommodating employee's requests to attend professional growth opportunities. Employees shall provide advance notice to obtain management approval for any course(s)/workshop(s) that occur during their regularly scheduled work shift. Training provided by CSEA and certified through Professional and Organizational Development (POD) as work related will be eligible for personal/professional growth benefit.

A. A unit member may earn each of the following benefits once each contract year:

1. \$300 for completing three (3) semester, or four (4) quarter units and an additional \$50 for every one (1) semester or one (1) quarter units of lower division credit at any school accredited by one of the six regional accrediting associations of schools and colleges; or
2. \$750 for completing three (3) semester, or four (4) quarter units and an additional \$100 for every one (1) semester or one (1) quarter units of upper division or graduate units at any school accredited by the six regional accrediting associations of schools and colleges.
3. Job related certification(s) and/or licenses: A unit member may earn \$500 for obtaining any job-related licenses and/or certification. Unit members' requests must be approved in advance by the Director of Facilities or his/her designee. All requests must be submitted to Human Resources for final approval before the unit member begins the certification or license program and a final copy of the certificate or license must be submitted to Human Resources before payment is issued.
4. An additional one-time benefit will be granted for degrees earned or conferred. The one-time benefit will be \$1,000 for an Associate Degree, \$1,500 for a Bachelor's Degree, and \$2,000 for a Master's Degree or higher.

B. The unit member must complete the units during the contract year in which the benefit will be earned and submit a transcript or grade report as proof of satisfactory completion. The District may require an official transcript, if it deems necessary. The units must be earned on the unit member's own time, and related costs, i.e. books, registration, assorted fees, will not be paid by the District. Unit members must earn a grade of "C" or better in order for the course units to qualify for this Personal/Professional Growth benefit.

C. Staff development activities, such as formal workshops, seminars or other training directly related to the unit member's job may be counted toward earning the lower division benefit referenced in A.1. These activities must be attended during the unit member's non-working time, except while utilizing authorized paid leave time. Sixteen (16) hours of documented staff development will equate to one lower division semester unit. Activity hours may be combined with college units to earn the benefit, but are not required to be earned within the twelve (12) month period as mentioned in A.

D. Personal/Professional Growth opportunities that are not mandated by the District, but approved by the employee's supervisor and attended during the employee's scheduled work shift, shall be requested as leave by the employee.

E. The District may grant, with management approval, release time or a flexible schedule to unit members who request to attend the following in order to enhance their skills and abilities:

1. Classes or training;
2. Workshop(s);

1  
2 3. Activities sponsored by Professional and Organizational Development.  
3

4 If the request is denied, the immediate manager must provide a written response. Such reasons must be  
5 related to the operation of the unit in which the unit members serves.  
6

7 F. The District may require professional development or training in the following areas for which release  
8 time will be made available. It is the District's responsibility to schedule such activities.  
9

10 1. Professional development, training, and/or certification that directly pertains to a unit member's  
11 responsibility as a disaster service worker.  
12

13 2. Professional development or training to meet the requirements of the District's Equal Employment  
14 Opportunity Program and Title 5 regulations, and to carry out the duties that are required of the  
15 EEO Representative during the hiring process.  
16

17 G. Classified Professional Development Activities:  
18

19 One non-instructional day per calendar year shall be designated as a Classified Professional  
20 Development day for the purpose of staff development activities. It is the District's responsibility to  
21 ensure that the campus community, as well as the public, is aware that the campus will have limited  
22 operations during this day. The activities shall be planned around outcomes determined by the current  
23 needs assessment survey. The date and programming shall be mutually determined by the Classified  
24 Professional Development Committee and the District. The District will ensure that all unit members  
25 may have an opportunity to attend provided that all essential District operational areas are staffed  
26 accordingly, as approved by the immediate manager.  
27

28 H. All workshops developed for classified employees shall be developed by Professional and  
29 Organizational Development with input from the Classified Professional Development Committee. Any  
30 union related professional development will be developed by CSEA 651.  
31

32 I. Release Time for Workshop Presenters:  
33

34 Unit members who meet certain qualifications are eligible for release time to provide instruction at  
35 professional development workshops or trainings. Release time would be twice the length of the  
36 training, which would include preparation time. The Classified Professional Development Committee  
37 will ensure that presenters meet qualifications for general professional development and CSEA 651  
38 for union related professional development. The schedule for the preparatory release time will be  
39 mutually agreed between the presenters and the immediate manager.  
40

## ARTICLE XVII

### **RECLASSIFICATION PROCEDURE**

The intent of this Article is to assure that:

1. Unit members perform duties within the scope outlined in their job descriptions.
2. Duties performed beyond a unit member's job description will be assigned in a manner that follows statutory requirements (EC Section 88000, et seq.).
3. Clear, consistent, equitable processes are utilized for changes in unit members' job descriptions, compensation, and assigned job classifications.
4. Regular reviews of entire classes of job descriptions are completed to assure currency in District needs for employees, competitive qualifications, and compensation of employees, and collaborative processes to make such changes.
5. Equitable treatment is provided for all unit members, including opportunities to participate in the reclassification process.
6. Adequate timelines are established to prevent unnecessary delays that may result, intentionally or unintentionally, in improper alignment of unit member's duties and compensation with that specified in their job descriptions.

#### 1. Definitions

- a. Type 1 – Reclassification: For purposes of this agreement, "reclassification" shall mean the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that positions. Ed. Code Section 88001(f). As used in Section 2 of this Article, the reclassification procedure results in the movement of one or more unit member(s) from their current classification to a higher existing classification.
- b. Type 2 – Pay Grade Change or Special Compensation: Each job classification within the CSEA 651 unit may have more than one pay grade in the Salary Schedule. Unit members may be placed in a higher pay grade based on education, knowledge, training, or skills, which are beyond minimum qualifications for the position and are of value to the District for the performance of those duties. Where such additional pay grade are established in the Salary Schedule for a job classification, these high value criteria shall be included in the job description as pay grade criteria for that position, and shall apply to all incumbents in that classification who meet the criteria. Approved pay grade appear in Appendix A as part of the Salary Schedule. Establishment of a higher pay grade will not alter the job duties, minimum qualifications, or range assignment. Unit members may be placed in a higher Salary Schedule pay grade upon hire or through the process described in Article XVII, Section 3 and Article VII, which also describes the process for creating such higher Salary Schedule pay grades. When a qualifying certification expires or qualifying skill becomes obsolete, this will result in a loss of the pay grade or special compensation increase. Special compensation: Skills identified as eligible for Special Compensation by the California Public Employees' Retirement System in CCR Title 2 §571(a)(4) are eligible to unit members in a job classification who are similarly situated and routinely and consistently utilize that skill in performance of the duties in that job classification.
- c. Type 3 – Classification Study: As used in the Article, a Classification Study is used to revise job descriptions and range placements of an entire job classification or to establish a new job classification following the process as described in Section 6 of this Article and in Article VII Section C.

#### 2. Type 1 – Reclassification

- a. Informational workshop(s) explaining the reclassification procedures with instruction as to how

to fill out the Classification Request Form (Appendix D-1) and other relevant information will be jointly developed and presented by the District and CSEA 651 on a semi-annual basis.

b. Nothing in this section shall abrogate unit member rights as specified in applicable laws or negotiations, including but not limited to provisions regarding retreat rights to former positions, changes in salary range, and/or other working conditions.

c. Requests for reclassification shall be submitted by a unit member or the unit member's immediate manager. If completed by the unit member's immediate manager, the manager shall review the request with the unit member and, upon mutual agreement, obtain the unit member's signature prior to submission to Human Resources on a Classification Request Form (Appendix D-1). The unit member retains the right to representation during such meetings.

d. Requests must be submitted to Human Resources by the end of the first working week of the month and will be considered by the Reclassification Committee no later than the next scheduled meeting. After submitting the request, the unit member must wait one year to submit another request.

i. Human Resources will date and time stamp the form, which will signify the official receipt, and will forward a copy of the unit member's immediate manager. The immediate manager shall then return the Request Form with his or her comments to Human Resources within ten (10) working days. Immediate managers who submit a Classification Request Form shall do so no later than five (5) working days from the date the unit member signed the Request Form.

ii. Subsequent to the request being received by Human Resources and prior to it going to the Reclassification Committee, Human Resources shall forward copies of the request to the Chapter President and College President who may meet to seek an informal resolution or give direction to their respective committee members.

iii. Human Resources shall forward the request to the Reclassification Committee for review at their next scheduled meeting. By mutual agreement of the committee members, a monthly meeting schedule for the committee shall be established at the beginning of each academic year.

### 3. Type 2 – Pay Grade and Special Compensation

a. Informational workshops explaining the pay grade and special compensation procedures with instructions as to how to fill out the Pay Grade or Special Compensation request forms (Appendix D-2) and other relevant information will be jointly developed and presented by the District and CSEA 651 on a semi-annual basis.

b. Pay Grade: Criteria for establishing a pay grade within a job classification shall include all of the following:

i. Eligibility must be based on objectively measured and documented criteria such as attainment of a certificate or generally accepted skill assessment. Related documentation shall accompany the Pay Grade or Special Compensation Request Form (Appendix D-2).

ii. The skill must be related to the duties routinely and consistently performed by all those in the job classification with the exception of those eligible for Special Compensation as described in XVII.2.c. Unit members are responsible for continuing to meet criteria established for the pay grade granted.

iii. All members of a job classification who meet the objective criteria shall receive approved

1 pay grade compensation with the exception of those eligible for Special Compensation as  
2 described in XVII.2.c.

3 c. Special Compensation: Skills identified as eligible for Special Compensation by the California  
4 Public Employees' Retirement System in CCR Title 2 §571(a)(4) are eligible to unit members  
5 in a job classification who are similarly situated and routinely and consistently utilize that skill  
6 in performance of the duties in that job classification.

7 d. Placement of newly hired, transferred, or promoted unit members into a job classification with  
8 pay grade will be determined immediately subsequent to assuming job duties and will be  
9 retroactive to the date of hire. Special compensation shall continue during the period of time  
10 the District continues to need that skill.

11 e. A request for a pay grade or special compensation shall be submitted by a unit member or the  
12 unit member's immediate manager. If completed by the unit member's immediate manager,  
13 the manager shall review the request with the unit member and, upon mutual agreement,  
14 obtain the unit member's signature prior to submission to Human Resources.

15 i. Requests shall be submitted on a Pay Grade or Special Compensation Request Form  
16 (Appendix D-2).

17 ii. Requests must be submitted to Human Resources by the end of the first working week of  
18 each month. Pay grade requests will be considered by the Classification Study Committee  
19 and special compensation requests will be considered by the Reclassification Committee  
20 no later than the next scheduled meeting.

21 iii. Human Resources will date and time stamp the form, which will signify the official receipt,  
22 and will forward a copy to the unit member's immediate manager. The immediate  
23 manager shall then return the Request Form with his or her comments to Human  
24 Resources within ten (10) working days. Immediate managers who submit a Pay Grade  
25 or Special Compensation Form shall do so no later than five (5) working days from the  
26 date the unit member signed the Request Form.

27 iv. Human Resources shall forward the request to the appropriate Committee for review at  
28 their next scheduled meeting. A copy of the date and time stamped form will be sent to  
29 the unit member.

30 f. Approved pay grades and special compensation shall be subject to applicable laws and/or  
31 negotiations, including but not limited to provisions regarding retreat rights to former positions,  
32 changes in salary range, and/or other working conditions.

33 g. The dollar amount of special compensation is negotiable. The dollar amount of an additional  
34 pay grade is referenced in Article VII: Salaries.

#### 35 4. Committee Process

36 a. The committee will be composed of three (3) representatives appointed by the Vice President  
37 of Human Resources and three (3) CSEA 651 members appointed by the Chapter President.  
38 A Human Resources staff member will serve on the Committee as a non-voting member. Both  
39 CSEA 651 and the District will appoint a minimum of three (3) alternates to serve as needed.  
40 Representatives from each group will serve terms starting in different years to produce  
41 staggered terms. Terms on the Reclassification Committee will be three (3) years and  
42 members may be reappointed for one (1) additional term. The Reclassification Committee will  
43 be responsible for classification Type 1 and 2 (special compensation).

44 b. The CSEA Chapter President and Vice President of Human Resources or designees will notify

each other of their committee members and alternates no later than the last working day of June.

- c. All committee members, including alternates, must be trained. The District and CSEA 651 shall mutually agree upon training, the training organization, and methodology. The cost of training will be funded by the District.
- d. All committee members must be in attendance for the committee to make a recommendation. An alternate may replace a committee member to achieve equal representation.

#### 5. Reclassification Request Review Process

- a. The Reclassification Committee will interview the unit member and the immediate manager. The Committee may request to interview subject matter experts (three (3) maximum) and/or appropriate manager as designated by the District prior to making a recommendation. The Committee may request additional supporting documentation or work products as needed. The Committee will have access to additional information such as, but not limited to, personnel files.
- b. The Reclassification Committee shall render a recommendation no later than ninety (90) working days after the Reclassification Committee first meets to review the reclassification request.
- c. The Reclassification Committee shall forward its recommendation and rationale to Human Resources. The Committee may recommend:
  - 1) Approval of the Reclassification Request, or
  - 2) Special Compensation, or
  - 3) Forwarding the request as a Type 3 classification study item, or
  - 4) Denial of the request, or
  - 5) Creation of a job description for a new classification.
    - i. If the Reclassification Committee recommends reclassification, Human Resources will submit the recommendation for inclusion on the agenda of the next available Board of Trustees meeting.
    - ii. If the Reclassification Committee recommends the unit member should receive special compensation, the request shall be forwarded to Human Resources.
    - iii. The Reclassification Committee may recommend the entire classification be forwarded to the Classification Study Committee for review in the next regularly scheduled classification study.
    - iv. If the request is denied, Human Resources will notify the unit member of the denial and rationale.
    - v. If a job description in a new classification is recommended, the request will be forwarded to the Classification Study Committee.
- d. When a recommendation has been submitted, Human Resources shall notify the applicants and the CSEA 651 President of the Committee's recommendation no later than five (5) working days of the determination and will include the rationale for the Committee's recommendation. See Section 9 to request reconsideration of the Committee's recommendation.

6. Type 3 – Classification Study

Regular cycle of review, or Referral from the Reclassification Committee as a result of the analysis of Type 1 request, or Request from a unit member and/or a manager.

a. Informational workshops explaining the Classification Study procedures with instructions as to how to fill out the Classification Request Form (Appendix D-1) and other relevant information will be jointly developed and presented by the District and CSEA 651 on a semi-annual basis.

b. Nothing in this section shall abrogate unit member rights as specified in applicable laws or negotiations, including but not limited to provisions regarding retreat rights to former positions, changes in salary range, and/or other working conditions.

c. Requests for a Classification Study shall be submitted by a unit member or the unit member's immediate manager. If completed by the unit member's immediate manager, the manager shall review the request with the unit member and, upon mutual agreement, obtain the unit member's signature prior to submission to Human Resources.

d. Requests shall be submitted on a Classification Request Form (Appendix D-1).

i. Requests must be submitted to Human Resources by the end of the first working week of each month. After submitting a request, the unit member must wait one (1) year to submit another request.

ii. Human Resources will date and time stamp the form, which will signify the official receipt, and will forward a copy to the unit member's immediate manager. The immediate manager shall then return the request form with his or her comments to Human Resources within ten (10) working days. Immediate managers who submit a classification request form shall do so no later than five (5) working days from the date the unit member signed the request form.

iii. By mutual agreement of the committee members, a monthly meeting schedule for the committee shall be established at the beginning of each academic year. In September of odd numbered years, Human Resources will forward accrued requests from individual unit members and managers to the Classification Study process specified in Section 7.

7. Classification Study Process

a. In years ending in an odd number, the District and CSEA shall meet in September to determine the classifications to be studied for that contract year. Recommendations from the Reclassification Committee under Section 5.c. and individual requests for review under Section 6.d. will be considered for review at this time. Every two years approximately one-third of the classifications shall be studied. It is the intent of both parties that all classifications be reviewed once every six (6) years.

b. The Committee will be composed of three (3) representatives appointed by the Vice President of Human Resources and three (3) CSEA 651 members appointed by the CSEA 651 President. A Human Resources staff member will serve on the Committee as a non-voting member. Two (2) of the Committee members for both the District and CSEA 65 will be ongoing. The final person from each group will be drawn from the same or a similar classification being reviewed. Both CSEA 651 and the District will appoint a minimum of three (3) alternates to serve as needed for Representatives from each group will serve term starting in different years to produce staggered terms. Terms on the Classification Committee will be three years and members may be reappointed for one additional term. Each member will serve a minimum of three (3) years with staggering terms. The Classification Committee will be responsible for classification Type 3 and Type 2 (pay grade only).

- c. All committee members, including alternates, must be trained. The District and CSEA 651 shall mutually agree upon training, the training organization, and methodology. The cost of training will be funded by the District.
- d. All committee members must be in attendance for the committee to make a recommendation. An alternate may replace a committee member to achieve equal representation.
- e. The Classification Study Committee shall review all individuals within each classification that are recommended to be changed/updated.
- f. The Classification Committee shall forward its recommendation and rationale to Human Resources. The Committee may recommend:
  - i. Existing job descriptions should be revised, or
  - ii. A new job classification should be established, or
  - iii. Creation of a new pay grade and placement of the unit member in the new or existing pay grade, or
  - iv. Denial of the request to change the existing job description, or
  - v. Denial of the request to create a new job classification.
- g. If the Classification Committee recommends that the existing job description should be revised, they will make revisions and forward to HR, which will trigger Section 7.i.
- h. If the Classification Committee recommends that a new classification should be established, the request shall be forwarded to Human Resources.
- i. If the Classification Committee recommends the classification should have an additional pay grade, the request shall be forwarded to Human Resources to meet and confer with CSEA 651 to modify the job description and add the pay grade to the salary schedule.
- j. The Classification Committee recommends no change to the existing job description.
- k. The Classification Committee recommends no change to create a new job classification.
- l. All changes made to a classification during the review process are effective upon ratification through the CSEA 610 Policy and the Mt. SAC Board of Trustees. Unless mutually agreed upon, all currently employed unit members in that classification will be exempt from any additional requirements, including but not limited to educational requirements and duties resulting from the Classification Study. If there is a change in recommendation, then Article VII Section C will apply here.
- m. When there is a change in job description the Committee may perform an analysis to recommend a range change. The recommended range changes will be forwarded to Human Resources to be negotiated.

#### 8. Reconsideration Process

- a. If the unit member disagrees with the Committee's recommendation, the unit member may submit a reconsideration request to Human Resources for the Committee's consideration. This request must be submitted within ten (10) working days of the notification provided under Section 5.d. of this Article. Requests for reconsideration must address one or both of the following:
  - b. The rationale provided by the Committee based on evidence submitted, or new evidence.
  - c. Requests shall be submitted on a Reconsideration Request Form (Appendix D-3).

- 1 d. After submitting a request, the unit member must wait one (1) year from the date of receipt by  
2 Human Resources of the Classification Request Form to submit another request. The  
3 reconsideration process does not reset the date for submitting a new Classification Request  
4 Form (Appendix D-1).

5 9. Changes in Compensation

- 6 a. If a salary increase is approved by the Board of Trustees, for classification Type 1 and Type 2,  
7 then the salary increase shall be retroactive to the date Human Resources received the  
8 Classification Request Form or Pay Grade or Special Compensation Form (Appendix D-1/D-  
9 2).
- 10 b. If the Compensation Analysis determines the salary schedule is less than a unit member's  
11 current salary, the unit member shall be Y-rated and no salary increases shall be received until  
12 the salary schedule "aligns" with the unit member's newly assigned salary schedule.
- 13 c. In the case of a reclassification to a higher class, if the increase in pay is 5% or more, the unit  
14 member's anniversary date shall be one (1) year from the date of implementation. If the  
15 increase is less than 5%, the unit member's anniversary date shall remain the same as it was  
16 before the reclassification (see Article VII, Section E).

17 10. The process as outlined in the Article is subject to grievance (see Article XV), not the outcome.

18 11. Completed form associated with this Article shall be retained by the District in the unit member's  
19 personnel file for not less than 7 years.  
20

## ARTICLE XVIII

### LAYOFF AND REEMPLOYMENT

#### A. General Provisions

Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff (Education Code §88127).

The District and CSEA will meet to negotiate the impact and effects of the proposed layoff.

#### B. Notification of Layoff

1. If employees hired under specially funded programs are to be laid off at the end of the school year, such employees shall be given written notice of dates of layoff, informed of displacement rights, if any, and re-employment rights. Layoff notice shall be given not less than fifty (50) days prior to effective date.
2. When, as a result of elimination service being performed by any department, classified employees who shall be subject to layoff shall be given written notice of layoff not less than fifty (50) days prior, before the effective date of their layoff.
3. Nothing in these rules shall preclude a layoff for lack of funds or lack of work in the event that the Board of Trustees determines that layoff is necessary.
4. Written notice of layoff shall be sent by certified mail or delivered in person to the affected employee(s). A copy of said notice and seniority list shall be provided to the CSEA, Chapter 651 President prior to placement on the board agenda.
5. A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. No permanent or probationary employee shall be laid off from any position while student workers, provisional, hourly or limited term employees are retained in positions of the same classification.
6. Notice of Layoff shall include the following:
  - An up to date list of all classifications in which the employee has seniority;
  - Effective date of the layoff;
  - Employee's displacement rights;
  - Employee's re-employment rights;
  - Name and classification of the employee designated for layoff with a reference to unemployment benefits; and
  - The employee's fringe benefits rights.
7. Failure to serve proper notice shall require the issuance of a new fifty (50) day notice.
8. Employees who have bumping rights must provide written notification of their intention to exercise

1 their rights to the District within five (5) days after notification of their options or they will forfeit their  
2 bumping rights and be placed on the preferential reemployment list.

- 3  
4 9. Any employee who is laid off or retired in lieu of layoff, and is subsequently eligible for re-  
5 employment, shall be notified through certified mail, by the District, as to the date of the opening  
6 at his/her last known address to the District. The employee must respond in writing within ten (10)  
7 working days of issuance of the letter to be deemed to have declined the offer.  
8

9 C. Computation of Seniority

- 10  
11 1. Seniority shall only be earned when an employee has served as a regular classified employee in  
12 a designated class. Paid service performed prior to entering into a probationary status in the  
13 classified service shall not be credited toward seniority.  
14  
15 2. Seniority is determined by hire date, no seniority shall be earned during periods of separation from  
16 the service of the District except during Military Leave and unpaid industrial injury/illness leave.  
17  
18 3. All service in the classification, plus higher classifications, shall count as seniority within the  
19 classification.  
20  
21 4. An employee transferred from one class to another shall retain his/her seniority in the former class;  
22 seniority in the new class shall begin on the date of transfer.  
23  
24 5. A permanent employee laid off and subsequently reinstated within thirty-nine (39) months shall  
25 regain the seniority earned prior to the time of layoff.  
26  
27 6. In the event two (2) or more employees have the same hire date, seniority by a drawing of lots, will  
28 be conducted by the District to establish seniority.  
29  
30 7. Permanent employees who are offered and accept a position in a classification in which they have  
31 not worked prior, and are thus placed in probationary status in their new position, shall be placed  
32 back on the thirty-nine (39) month re-employment list with bumping rights if they do not meet the  
33 criteria of the probation period.  
34

35 D. Bumping Rights and Procedures

36  
37 Any employee notified of layoff from his/her present position may bump into any equal or lower class  
38 in which they hold seniority credit greater than an incumbent. An employee subject to layoff may bump  
39 into a position with a higher range only if he/she has established permanency in that position and has  
40 greater seniority than the person being bumped. Such right to bump must be exercised within five (5)  
41 days of notice of layoff. In determining bumping rights, the following rules shall apply:  
42

- 43 1. The right to bump any incumbent in the same class shall not be allowed if there is a vacant position  
44 with equal or more assigned hours per day in the employee's current class to which he/she shall  
45 be assigned.  
46  
47 2. If no vacancy exists in the same class, with equal or more hours per day, then the affected  
48 employee will be offered the least senior occupied position in a class with equal or more (next  
49 higher available) hours of assignment per day by seniority, regardless of the number of work days  
50 or months per year of either position. If no such position exists, the employee shall bump the least  
51 senior employee in the classification with the most hours per day. Employees displaced because  
52 of bumping process shall, in succession, be granted, by seniority the same bumping rights. This  
53 paragraph shall only apply to a position in which the affected employee hold seniority credit greater  
54 than the incumbent.  
55

3. Bumping into a lower class shall be considered a voluntary demotion and salary placement shall be at the step, which most nearly corresponds to, but does not exceed the employee's current salary placement.
4. In all cases, employees exercising their bumping rights must possess the skills and be able to perform the duties required of the class into which they bump. Employees who do not meet the qualifications for the classification may bump into a classification in which he/she has previously served and has sufficient seniority to bump, or the employee may apply for vacant positions. Employees shall be given preferential hiring, in probationary status, for any vacant position in which they possess the minimum qualifications. During the six (6) month probation period, the unit member shall be evaluated twice with a sufficient interval for the employee to make improvement based on the first evaluation.

E. Retirement in Lieu of Layoff

Any employee subject to layoff and who elected service retirement from the Public Employees' Retirement System (PERS) shall be placed on the thirty-nine (39) month reemployment list. The District shall notify the PERS Board of Administration of the fact that retirement was due to layoff for lack of work or of funds. If the employee is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the PERS Board of Administration has properly processed his/her request for reinstatement from retirement.

F. Effects of Layoff

1. The District shall continue the existing fringe benefits as provided in Article VIII of this agreement for an additional three (3) month period beyond the layoff effective date.
2. If an employee is laid off and reemployed within thirty-nine (39) months of the layoff, then all unused sick leave accumulated prior to the effective date of the layoff shall be credited back to the employee's records.
3. If the employee is reemployed within thirty-nine (39) months of the date of the layoff, the employee shall regain vacation longevity that he/she held prior to the layoff.
4. If the employee is laid off and is subsequently reemployed in an equal or lower classification within thirty-nine (39) months of the date of layoff, the employee will be placed on the step from which he/she left.
5. The District shall provide each full-time employee subject to layoff with a total of a maximum of twenty-four (24) hours, subject to review, paid release time for the purpose of seeking employment or training. Part-time unit members shall be entitled to such prorated released time in the same ratio as his/her regular hours of work per week bear to forty (40) hours.
6. The District will not use volunteers to replace classified employees on layoff by performing work customarily performed on a regular basis exclusively by classified employees. However, this section should in no way be construed to impede the services of legitimate school volunteers who are not used to displace regular classified employees.
7. Employees on layoff shall be given consideration for employment as a substitute short term or long term replacement on an as needed basis as determined by the District.
8. Work normally and customarily performed on a regular basis exclusively by classified employees would only be contracted out in accordance with Government Code, Education Code, and any other related legal regulation.

1 9. Vacant positions shall be considered to be part of the layoff.  
2

3 G. Preferential Re-employment  
4

5 Any regular employee who must be laid off after exercising all rights guaranteed under this article shall  
6 have his/her name placed on a preferential reemployment list by class and in order of seniority. Such  
7 employees shall be reemployed in preference to new applicants for a period of thirty-nine (39) months  
8 from their layoff date. As vacancies occur, reemployment shall be offered to the employee with the  
9 greatest seniority.  
10

11 The following rules shall apply to all employees whose names have been placed on a preferential  
12 reemployment list:  
13

- 14 1. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff  
15 are to remain in their present positions rather than be reclassified or reassigned, shall be granted  
16 the same rights as persons laid off and shall retain eligibility to be considered for reemployment for  
17 an additional period of up to twenty-four (24) months; provided that the same test of fitness under  
18 which they qualified for appointment to the class shall still apply.  
19
- 20 2. Permanent employees shall be eligible to compete in promotional examinations for which they  
21 qualify.  
22
- 23 3. When a vacancy occurs in a class for which a reemployment list has been established, the most  
24 senior employee in the classification on the reemployment list shall be notified by certified mail of  
25 the vacancy. An attempt shall be made prior to sending the mail notice to contact the employee  
26 by telephone.  
27

28 An employee on the reemployment list shall have five (5) calendar days following service of the  
29 certified notice of reemployment to either accept or reject the offer. If the employee rejects the  
30 offer or fails to respond, the employee shall remain on the list, and thereby be entitled to two (2)  
31 additional offers of reemployment. If the employee accepts the initial offer, he/she is to report to  
32 work within five (5) calendar days of service of the notice. If the employee fails to comply with  
33 these prescribed limits, such failure shall constitute rejection of the District's offer.  
34

35 An employee may decline three (3) offers of reemployment in his/her former class. After the third  
36 refusal no additional offers need be made, and the employee shall be considered unavailable for  
37 the duration of the preferential reemployment list unless he/she indicates otherwise in writing, by  
38 certified mail or personal service to the Vice President of Human Resources within ten (10)  
39 calendar days following the third offer.  
40

- 41 4. Employees are responsible for immediately notifying the District, in writing, of any change of official  
42 mailing address. Any failure to do so, which in turn, causes a failure of notice to the employee  
43 shall be the responsibility of the employee, and shall not entitle the employee to additional  
44 consideration.  
45

## ARTICLE XIX

### SAFETY

#### A. Compliance

The District and unit members in the bargaining unit shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

#### B. Safety Committee

Two (2) members of CSEA 651 shall be appointed to the District Safety Committee.

#### C. Release Time

The bargaining unit members of the committee shall be allowed release time to carry out obligations under Section B.

#### D. No Discrimination

No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section A.

#### E. Rest Facilities

The District shall make available adequate lunchroom, restroom, and lavatory facilities for unit member use.

#### F. Safety Equipment

Should the employment duties of a unit member in the bargaining unit in the estimation of OSHA require use of any equipment or gear to ensure the safety of the unit member or others, the District agrees to furnish such equipment or gear.

#### G. Employee Responsibility

In the course of performing their normally assigned work, unit members will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represents health hazards and will report such conditions to their immediate manager. All unit members shall make certain that all power machinery is equipped with safety devices properly installed and in working condition and that students and co-workers use utmost care in handling of tools and equipment. Unit members shall report all accidents immediately to their immediate managers. Reports shall be submitted on forms provided by the District. All injuries should be reported immediately. In cases of injuries requiring medical attention, report forms provided by the District shall be submitted within twenty-four (24) hours. The District Safety Committee shall review and make recommendations as to the health, safety, and sanitary nature of working conditions. The District shall accommodate the recommendations.

1 **ARTICLE XX**

2  
3 **SAVINGS PROVISIONS**

- 4
- 5 A. The provisions of this Agreement are declared to be severable and if any section, subsection,  
6 sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or  
7 unconstitutional, such decision shall not affect the validity of the remaining sections, sentences,  
8 clauses, and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties  
9 that this Agreement shall stand notwithstanding the invalidity of any part.
- 10
- 11 B. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as  
12 amended, Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Higher Education Amendments,  
13 any federal regulations pertaining thereto, or any state programs, the provisions of such orders, laws,  
14 federal regulations, and rules shall prevail. All other provisions or applications of this Agreement shall  
15 remain in full force and effect.  
16

## ARTICLE XXI

## EFFECT OF THE AGREEMENT

The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that, during the bargaining which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or not settled, during bargaining, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Such matters shall not be subject to the grievance procedure.

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control. There are no provisions in this Agreement that shall be deemed to limit or curtail the District in any way in the exercise of its rights, powers, and authority which the District had prior to the date this Agreement was entered into unless and only to the extent that the provisions of this Agreement specifically curtail or limit such rights, powers, and authority.

## DEFINITIONS

**Anniversary Date** is the date upon which a unit member is granted salary step advancement. A hire date of the 1<sup>st</sup> through the 15<sup>th</sup> of the month shall have an anniversary date commencing the 1<sup>st</sup> of that month. A hire date of the 16<sup>th</sup> of the month or beyond shall have an anniversary date commencing on the 1<sup>st</sup> day of the following month.

**Hire Date** is a unit member's first day of paid service.

**Longevity Date** is the date upon which a unit member accrues benefits, such as vacation and longevity pay. A hire date of the 1<sup>st</sup> through the 15<sup>th</sup> of the month shall have a longevity date commencing the 1<sup>st</sup> of that month. A hire date of the 16<sup>th</sup> of the month or beyond shall have a longevity date commencing on the 1<sup>st</sup> day of the following month.

**PERB** is the Public Employee Relations Board.

**Promotion** is a change in the assignment of a unit member from a position in one class to a vacant position in another class with a higher salary rate.

**Release Time** is paid time off from regular assignment to perform other duties as specified in this Agreement.

**Unit Member**, as used in this Agreement, means any member of the bargaining unit.

# MT. SAN ANTONIO COLLEGE

## APPENDIX A

### HOLIDAYS FOR CLASSIFIED EMPLOYEES – CSEA 651

HOLIDAY	2020-21	2021-22	2022-23
Independence Day	10 hours Floating Holiday*	Monday, July 5	Monday, July 4
Labor Day	Monday, September 7	Monday, September 6	Monday, September 5
Veteran's Day	Wednesday, November 11	Thursday, November 11	Friday, November 11
Thanksgiving Day	Thursday, November 26	Thursday, November 25	Thursday, November 24
Day After Thanksgiving	Friday, November 27	Friday, November 26	Friday, November 25
Winter Recess	Wednesday, December 23	Wednesday, December 22	Wednesday, December 22
Winter Recess	Thursday, December 24	Thursday, December 23	Friday, December 23
Winter Recess	Friday, December 25	Friday, December 24	Monday, December 26
Winter Recess	Monday, December 28	Monday, December 27	Tuesday, December 27
Winter Recess	Tuesday, December 29	Tuesday, December 28	Wednesday, December 28
Winter Recess	Wednesday, December 30	Wednesday, December 29	Thursday, December 29
Winter Recess	Thursday, December 31	Thursday, December 30	Friday, December 30
Winter Recess	Friday, January 1	Friday, December 31	Monday, January 2
Martin Luther King, Jr. Day	Monday, January 18	Monday, January 17	Monday, January 16
Lincoln's Birthday	Friday, February 12	Friday, February 18	Friday, February 17
Washington's Birthday	Monday, February 15	Monday, February 21	Monday, February 20
Cesar Chavez Day	Wednesday, March 31	Thursday, March 31	Friday, March 31
Memorial Day	Monday, May 31	Monday, May 30	Monday, May 29
Floating Holiday	30 Hours	20 Hours	20 Hours
<b>Total</b>	<b>17 Days + 30 Hours</b>	<b>18 Days + 20 Hours</b>	<b>18 Days + 20 Hours</b>

**MT. SAN ANTONIO COLLEGE**

**APPENDIX B (7/1/17)  
SALARY SCHEDULE ASSIGNMENTS FOR  
CLASSIFIED EMPLOYEES - CSEA 651**

<b>CLASSIFICATION</b>	<b>RANGE</b>
Animal Farm Operations Specialist	76
Building Automation Technician	78
Carpenter	71
Coordinator, Warehouse	81
Custodian I	39
Custodian II	44
Electrician	71
Grounds and Horticultural Technician – Athletic and Sports Fields	44
Grounds and Horticultural Technician – Campus	39
Grounds Heavy Equipment Operator	46
Horse Trainer	57
Horticulture Operations Specialist	76
Horticulture Production Assistant	51
HVAC Mechanic	71
Irrigation Specialist	47
Lead Carpenter	76
Lead Custodian	52
Lead Electrician	76
Lead Grounds and Horticultural Technician	52
Lead HVAC Mechanic	52
Lead Irrigation Specialist	64
Lead Landscape Chemical Specialist – Campus Grounds and Sports Fields	64
Lead Locksmith	76
Lead Mechanic	76
Lead Painter	76
Lead Plumber	76
Lead Skilled Trades Craft Worker	76
Locksmith	71
Mechanic	71
Painter	71
Plumber	71
Preventative Maintenance, A/C & Heating Mechanic	71
Refuse & Recyclable Collector	46
Skilled Trade Crafts Worker	71
Theater Arts Technical Support	81
Warehouse Worker I	44
Warehouse Worker II	54

**MT. SAN ANTONIO COLLEGE**

**APPENDIX C**

**SALARY SCHEDULE  
CLASSIFIED EMPLOYEES - CSEA 651  
(Effective July 1, 2021- June 30, 2022)**

<i>Range</i>	<i>Title</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Range</i>
34	Range 34 Monthly Salary	3556.61	3734.81	3917.36	4119.73	4330.87	4539.81	34
	Range 34 Annual Salary	42679.32	44817.72	47008.32	49436.76	51970.44	54477.72	
No Job Classification Assigned								
35	Range 35 Monthly Salary	3594.03	3778.76	3959.16	4163.71	4368.23	4583.82	35
	Range 35 Annual Salary	43128.36	45345.12	47509.92	49964.52	52418.76	55005.84	
No Job Classification Assigned								
36	Range 36 Monthly Salary	3629.21	3809.57	3998.72	4203.31	4407.83	4630.01	36
	Range 36 Annual Salary	43550.52	45714.84	47984.64	50439.72	52893.96	55560.12	
No Job Classification Assigned								
37	Range 37 Monthly Salary	3664.42	3849.17	4036.13	4234.10	4456.26	4682.78	37
	Range 37 Annual Salary	43973.04	46190.04	48433.56	50809.20	53475.12	56193.36	
No Job Classification Assigned								
38	Range 38 Monthly Salary	3695.23	3890.94	4084.52	4280.27	4500.22	4731.20	38
	Range 38 Annual Salary	44342.76	46691.28	49014.24	51363.24	54002.64	56774.40	
No Job Classification Assigned								
39	Range 39 Monthly Salary	3736.99	3921.75	4130.73	4333.06	4552.99	4770.78	39
	Range 39 Annual Salary	44843.88	47061.00	49568.76	51996.72	54635.88	57249.36	
Custodian I								
Grounds and Horticultural Technician - Campus								
40	Range 40 Monthly Salary	3778.76	3963.55	4165.89	4368.23	4588.20	4814.75	40
	Range 40 Annual Salary	45345.12	47562.60	49990.68	52418.76	55058.40	57777.00	
No Job Classification Assigned								
41	Range 41 Monthly Salary	3811.78	4007.52	4207.66	4410.02	4632.21	4867.55	41
	Range 41 Annual Salary	45741.36	48090.24	50491.92	52920.24	55586.52	58410.60	
No Job Classification Assigned								
42	Range 42 Monthly Salary	3851.35	4036.13	4242.89	4460.60	4684.97	4913.71	42
	Range 42 Annual Salary	46216.20	48433.56	50914.68	53527.20	56219.64	58964.52	
No Job Classification Assigned								
43	Range 43 Monthly Salary	3893.18	4084.52	4282.47	4504.63	4733.37	4962.11	43
	Range 43 Annual Salary	46718.16	49014.24	51389.64	54055.56	56800.44	59545.32	
No Job Classification Assigned								
44	Range 44 Monthly Salary	3930.56	4130.73	4335.23	4555.23	4779.61	5010.52	44
	Range 44 Annual Salary	47166.72	49568.76	52022.76	54662.76	57355.32	60126.24	
Custodian II								
Grounds and Horticultural Technician - Athletic and Sports Fields								
Warehouse Worker I								
45	Range 45 Monthly Salary	3965.76	4165.89	4374.87	4596.98	4821.38	5058.91	45
	Range 45 Annual Salary	47589.12	49990.68	52498.44	55163.76	57856.56	60706.92	
No Job Classification Assigned								

<i>Range</i>	<i>Title</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Range</i>
46	Range 46 Monthly Salary	4014.14	4214.27	4412.25	4638.79	4871.93	5109.47	46
	Range 46 Annual Salary	48169.68	50571.24	52947.00	55665.48	58463.16	61313.64	
Grounds Heavy Equipment Operator Refuse and Recyclable Collector								
47	Range 47 Monthly Salary	4040.50	4256.08	4462.84	4687.19	4918.12	5171.07	47
	Range 47 Annual Salary	48486.00	51072.96	53554.08	56246.28	59017.44	62052.84	
Irrigation Specialist								
48	Range 48 Monthly Salary	4086.70	4286.88	4511.23	4735.57	4970.91	5217.30	48
	Range 48 Annual Salary	49040.40	51442.56	54134.76	56826.84	59650.92	62607.60	
No Job Classification Assigned								
49	Range 49 Monthly Salary	4132.88	4337.46	4555.23	4781.76	5014.92	5263.46	49
	Range 49 Annual Salary	49594.56	52049.52	54662.76	57381.12	60179.04	63161.52	
No Job Classification Assigned								
50	Range 50 Monthly Salary	4168.09	4377.06	4596.98	4825.76	5061.10	5320.65	50
	Range 50 Annual Salary	50017.08	52524.72	55163.76	57909.12	60733.20	63847.80	
No Job Classification Assigned								
51	Range 51 Monthly Salary	4216.49	4425.42	4640.98	4876.35	5120.49	5375.63	51
	Range 51 Annual Salary	50597.88	53105.04	55691.76	58516.20	61445.88	64507.56	
Horticulture Production Assistant								
52	Range 52 Monthly Salary	4260.50	4471.60	4689.37	4920.32	5175.47	5432.82	52
	Range 52 Annual Salary	51126.00	53659.20	56272.44	59043.84	62105.64	65193.84	
Lead Custodian Lead Grounds and Horticultural Technician								
53	Range 53 Monthly Salary	4295.68	4511.23	4737.80	4973.14	5228.29	5492.25	53
	Range 53 Annual Salary	51548.16	54134.76	56853.60	59677.68	62739.48	65907.00	
No Job Classification Assigned								
54	Range 54 Monthly Salary	4341.86	4557.39	4790.55	5019.31	5276.64	5540.60	54
	Range 54 Annual Salary	52102.32	54688.68	57486.60	60231.72	63319.68	66487.20	
Warehouse Worker II								
55	Range 55 Monthly Salary	4388.08	4601.37	4827.95	5072.10	5327.23	5593.38	55
	Range 55 Annual Salary	52656.96	55216.44	57935.40	60865.20	63926.76	67120.56	
No Job Classification Assigned								
56	Range 56 Monthly Salary	4427.61	4649.80	4878.56	5124.88	5377.85	5650.55	56
	Range 56 Annual Salary	53131.32	55797.60	58542.72	61498.56	64534.20	67806.60	
No Job Classification Assigned								
57	Range 57 Monthly Salary	4473.83	4695.98	4931.32	5179.87	5435.01	5707.76	57
	Range 57 Annual Salary	53685.96	56351.76	59175.84	62158.44	65220.12	68493.12	
Horse Barn Technician Horse Training Technician								
58	Range 58 Monthly Salary	4513.44	4744.35	4977.50	5230.45	5496.60	5764.95	58
	Range 58 Annual Salary	54161.28	56932.20	59730.00	62765.40	65959.20	69179.40	
No Job Classification Assigned								
59	Range 59 Monthly Salary	4559.66	4794.95	5028.15	5285.48	5544.99	5826.50	59
	Range 59 Annual Salary	54715.92	57539.40	60337.80	63425.76	66539.88	69918.00	
No Job Classification Assigned								

<i>Range</i>	<i>Title</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Range</i>
60	Range 60 Monthly Salary	4608.00	4838.96	5083.09	5329.46	5595.61	5885.95	60
	Range 60 Annual Salary	55296.00	58067.52	60997.08	63953.52	67147.32	70631.40	
No Job Classification Assigned								
61	Range 61 Monthly Salary	4651.98	4880.72	5127.08	5384.44	5652.79	5938.73	61
	Range 61 Annual Salary	55823.76	58568.64	61524.96	64613.28	67833.48	71264.76	
No Job Classification Assigned								
62	Range 62 Monthly Salary	4698.20	4937.90	5184.26	5441.65	5709.94	6000.31	62
	Range 62 Annual Salary	56378.40	59254.80	62211.12	65299.80	68519.28	72003.72	
No Job Classification Assigned								
63	Range 63 Monthly Salary	4746.56	4984.11	5234.88	5498.80	5769.36	6057.47	63
	Range 63 Annual Salary	56958.72	59809.32	62818.56	65985.60	69232.32	72689.64	
No Job Classification Assigned								
64	Range 64 Monthly Salary	4799.35	5039.08	5289.86	5551.60	5828.72	6114.67	64
	Range 64 Annual Salary	57592.20	60468.96	63478.32	66619.20	69944.64	73376.04	
Lead Irrigation Specialist								
Lead Landscape Chemical Specialist - Campus Grounds and Sports Fields								
65	Range 65 Monthly Salary	4843.41	5085.34	5331.65	5600.03	5888.15	6180.65	65
	Range 65 Annual Salary	58120.92	61024.08	63979.80	67200.36	70657.80	74167.80	
No Job Classification Assigned								
66	Range 66 Monthly Salary	4882.96	5138.06	5393.23	5657.19	5943.09	6240.08	66
	Range 66 Annual Salary	58595.52	61656.72	64718.76	67886.28	71317.08	74880.96	
No Job Classification Assigned								
67	Range 67 Monthly Salary	4944.53	5186.46	5446.04	5714.34	6006.89	6301.65	67
	Range 67 Annual Salary	59334.36	62237.52	65352.48	68572.08	72082.68	75619.80	
No Job Classification Assigned								
68	Range 68 Monthly Salary	4988.49	5237.04	5500.99	5775.92	6061.91	6369.84	68
	Range 68 Annual Salary	59861.88	62844.48	66011.88	69311.04	72742.92	76438.08	
No Job Classification Assigned								
69	Range 69 Monthly Salary	5043.50	5296.44	5553.81	5830.93	6121.29	6431.38	69
	Range 69 Annual Salary	60522.00	63557.28	66645.72	69971.16	73455.48	77176.56	
No Job Classification Assigned								
70	Range 70 Monthly Salary	5094.11	5347.06	5604.40	5890.31	6185.04	6493.00	70
	Range 70 Annual Salary	61129.32	64164.72	67252.80	70683.72	74220.48	77916.00	
No Job Classification Assigned								
71	Range 71 Monthly Salary	5144.68	5399.84	5659.37	5951.90	6248.87	6556.79	71
	Range 71 Annual Salary	61736.16	64798.08	67912.44	71422.80	74986.44	78681.48	
Carpenter Electrician HVAC Mechanic Locksmith Mechanic Painter Plumber Preventative Maintenance, A/C and Heating Mechanic Skilled Trades Craft Worker								

<i>Range</i>	<i>Title</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Range</i>
72	Range 72 Monthly Salary	5188.67	5450.42	5720.96	6009.11	6310.45	6624.95	72
	Range 72 Annual Salary	62264.04	65405.04	68651.52	72109.32	75725.40	79499.40	
No Job Classification Assigned								
73	Range 73 Monthly Salary	5243.68	5503.21	5780.36	6068.45	6372.05	6688.73	73
	Range 73 Annual Salary	62924.16	66038.52	69364.32	72821.40	76464.60	80264.76	
No Job Classification Assigned								
74	Range 74 Monthly Salary	5298.66	5555.99	5837.51	6136.66	6433.62	6754.72	74
	Range 74 Annual Salary	63583.92	66671.88	70050.12	73639.92	77203.44	81056.64	
No Job Classification Assigned								
75	Range 75 Monthly Salary	5349.26	5619.73	5892.53	6189.46	6504.00	6822.92	75
	Range 75 Annual Salary	64191.12	67436.76	70710.36	74273.52	78048.00	81875.04	
No Job Classification Assigned								
76	Range 76 Monthly Salary	5402.04	5672.61	5958.49	6251.05	6565.58	6893.33	76
	Range 76 Annual Salary	64824.48	68071.32	71501.88	75012.60	78786.96	82719.96	
Animal Farm Operations Specialist Horticulture Operations Specialist Lead Carpenter Lead Electrician Lead HVAC Mechanic Lead Locksmith Lead Mechanic Lead Painter Lead Plumber Lead Skilled Trades Craft Worker								
77	Range 77 Monthly Salary	5454.82	5725.36	6020.13	6317.01	6627.16	6957.07	77
	Range 77 Annual Salary	65457.84	68704.32	72241.56	75804.12	79525.92	83484.84	
No Job Classification Assigned								
78	Range 78 Monthly Salary	5509.82	5786.94	6075.06	6383.05	6697.56	7034.05	78
	Range 78 Annual Salary	66117.84	69443.28	72900.72	76596.60	80370.72	84408.60	
Building Automation Technician								
79	Range 79 Monthly Salary	5573.59	5839.70	6138.86	6444.62	6759.14	7102.27	79
	Range 79 Annual Salary	66883.08	70076.40	73666.32	77335.44	81109.68	85227.24	
No Job Classification Assigned								
80	Range 80 Monthly Salary	5624.19	5907.90	6204.89	6506.17	6840.52	7179.26	80
	Range 80 Annual Salary	67490.28	70894.80	74458.68	78074.04	82086.24	86151.12	
No Job Classification Assigned								
81	Range 81 Monthly Salary	5681.40	5967.31	6255.47	6572.19	6897.72	7247.41	81
	Range 81 Annual Salary	68176.80	71607.72	75065.64	78866.28	82772.64	86968.92	
Coordinator, Warehouse Theater Arts Technical Support								
82	Range 82 Monthly Salary	5729.78	6026.67	6323.64	6642.56	6972.49	7328.83	82
	Range 82 Annual Salary	68757.36	72320.04	75883.68	79710.72	83669.88	87945.96	
No Job Classification Assigned								
83	Range 83 Monthly Salary	5789.14	6077.30	6385.21	6704.15	7042.91	7394.80	83
	Range 83 Annual Salary	69469.68	72927.60	76622.52	80449.80	84514.92	88737.60	
No Job Classification Assigned								

<i>Range</i>	<i>Title</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Range</i>
84	Range 84 Monthly Salary	5850.71	6143.26	6446.81	6774.55	7111.05	7467.38	84
	Range 84 Annual Salary	70208.52	73719.12	77361.72	81294.60	85332.60	89608.56	
No Job Classification Assigned								
85	Range 85 Monthly Salary	5912.31	6207.07	6510.59	6842.72	7181.46	7537.77	85
	Range 85 Annual Salary	70947.72	74484.84	78127.08	82112.64	86177.52	90453.24	
No Job Classification Assigned								
86	Range 86 Monthly Salary	5971.73	6273.05	6576.61	6904.29	7251.85	7610.33	86
	Range 86 Annual Salary	71660.76	75276.60	78919.32	82851.48	87022.20	91323.96	
No Job Classification Assigned								
87	Range 87 Monthly Salary	6028.90	6328.05	6644.76	6985.68	7335.43	7696.15	87
	Range 87 Annual Salary	72346.80	75936.60	79737.12	83828.16	88025.16	92353.80	
No Job Classification Assigned								
88	Range 88 Monthly Salary	6090.50	6387.44	6708.55	7053.89	7397.01	7773.10	88
	Range 88 Annual Salary	73086.00	76649.28	80502.60	84646.68	88764.12	93277.20	
No Job Classification Assigned								
89	Range 89 Monthly Salary	6147.66	6451.25	6785.50	7117.69	7473.98	7845.69	89
	Range 89 Annual Salary	73771.92	77415.00	81426.00	85412.28	89687.76	94148.28	
No Job Classification Assigned								
90	Range 90 Monthly Salary	6209.30	6521.56	6844.92	7192.42	7546.58	7927.07	90
	Range 90 Annual Salary	74511.60	78258.72	82139.04	86309.04	90558.96	95124.84	
No Job Classification Assigned								
91	Range 91 Monthly Salary	6275.25	6585.36	6924.11	7260.64	7630.17	8001.84	91
	Range 91 Annual Salary	75303.00	79024.32	83089.32	87127.68	91562.04	96022.08	
No Job Classification Assigned								

**LONGEVITY:**

After 10 years = 5% above base

After 15 years = An additional 5%

After 20 years = An additional 5%

After 25 years = An additional 5%

After 30 years = An additional 5%

## Appendix D

### Unit Member Work Outside of Classification Job Description

This Appendix is intended as a review of California Education Code related to Classified Staff performing tasks that are outside of their Board-approved job description. Each section describes the relevant code which is cited verbatim in footnotes. The specific effective practices used by the College are described as they apply to each situation. The relevant sections of this Agreement should be consulted for direction on unit member rights.

Each Classification in the Unit Has a Board-approved Job Description which contains a section entitled, "EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)." It is the mutual understanding of CSEA Chapter 651 and the Mt. San Antonio Community College District that this section encompasses the typical scope of duties performed by unit members in each Classification. Typically, the last statement in this section is, "Performs other related duties as assigned." It is the mutual understanding of CSEA 651 and the District that this phrase should be interpreted within the context described in the DEFINITION and CLASS CHARACTERISTICS sections of the Job Description.

Performance of duties substantially outside of the ESSENTIAL FUNCTIONS for the Job Classification of a unit member are subject to statutory limitations as described below. CSEA 651 and the District recognize that the terms "related duties" and "substantially outside" are subjective and situational. For situations that may be unclear to either party, both CSEA 651 and the District agree to meet and confer to reach mutual agreement for any specific situation. Unit members performing work outside of their job classification may be an indication that a change in the classification should be considered. Article XVII: Reclassification Procedures gives direction on how to proceed with such a process.

Out-of-Class Assignments: [Education Code §88002](#) describes legal requirements of Mt. SAC's Out-of-Class Assignment process. Such assignments are initiated by a District offer to a specific unit member or members and acceptance is voluntary. Out-of-Class Assignments must be approved by the Board of Trustees but may be ratified by the Board subsequent to the start of the assignment. Classified employees are paid on a pro rata basis for the additional assignment. The District reserves the right to terminate the Out-of-Class Assignment at its discretion. The unit member retains the right to return to the original Job Classification in the previously assigned Administrative Unit. Out-of-Class service time does not disrupt the continuing accrual of seniority in the permanent Job Classification. See Section XI.D of this Agreement for the Out-of-Class Assignment procedure.

Out-of-Class Assignments as a Substitute: In circumstances for which the District is permitted by [Ed Code §88003](#) to employ a substitute, a Unit Member may fill that role as an Out of Class Assignment by written mutual agreement between CSEA 651 and the District. See Section XI.D of this Agreement for the Out-of-Class Assignment procedure.

Duties Not Reasonably Related to those in the Job Description - 5 Day Limitation: [Ed Code §88010](#) places restrictions on the District requiring work of a Unit Member outside of those reasonably related to those in the Job Description. Such a requirement may not exceed five days within any fifteen-day period without providing compensation that reasonably reflects the additional duties. Such compensation is understood to be that of an existing Job Classification that reasonably relates to the additional required duties. Note that this limitation is specific to work required by the District. Consequently, both unit members and supervising managers should require specific written direction if work outside the Job Description is to be authorized. Further, unit members are cautioned not to perform duties outside their Job Description without such written authorization from their supervising manager.



## Appendix D-1 Classification Request Form

**Type 1-Reclassification:** For purposes of this agreement, "reclassification" shall mean the upgrading of a position to a higher existing classification as a result of the gradual increase of the duties being performed by the incumbent in that position. [Ed. Code Section 88001\(f\)](#). As used in Section XVII.2 of this Article, the reclassification procedure results in the movement of one or more member(s) from their current classification to a higher existing classification.

**Type 3-Classification Study:** As used in the Article, a Classification Study is used to revise job descriptions and range placements of an entire job classification or to establish a new job classification following the process as described in Article Section VII.C. and Section XVII.6.

### Classification Request type:

- ☐ Classification Study ..... Complete sections I, II, IV
- ☐ Reclassification ..... Complete sections I, III, IV

### Form Checklist:

- ☐ I have obtained a copy of the current and the proposed job descriptions, which are available online at: [Mt. SAC CSEA 651 Job Descriptions Webpage](#)
- ☐ I have filled out this form completely. Incomplete forms will be returned.
- ☐ I have signed and dated the forms and initialed and dated any supplemental attachments.

### Subject Matter Experts Recommended to be Interviewed:

Name: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Info: \_\_\_\_\_

Requests submitted to Human Resources by the end of the first working week of each month will be considered by the appropriate committee at their next scheduled meeting. The Reclassification Committee or the Classification Study Committee may contact the unit member for more information or clarification.

After submitting a request, the unit member must wait one (1) year from the date of receipt by Human Resources of the Classification Request Form to submit another request. The reconsideration process does not reset the date for submitting a new request Classification Request Form.

### Ways to submit form:

- Email as an attachment to the Vice President, Human Resources
- Campus mail or hand deliver to Human Resources

Human Resources will date and time stamp the form, which will signify its official receipt. Human Resources shall forward the request to the Reclassification Committee or the Classification Study Committee for review at their next scheduled meeting. A copy of the date and time stamped form will be sent to the unit member.

## Ia. Unit Member Information

Unit Member Name (Last, First)

Banner ID / A Number

Department / Division

Phone Ext.

E-Mail Address

Classification (Appendix A from Contract)  
Months)

Step & Range (Appendix B)

Time in Current Classification (Years /

Immediate Manager  
etc.)

Phone Ext.

Immediate Manager Title (Dean, Director, Manager,

## Ib. Position Resources

**Information Sources:** List major sources of information, documents, manuals, etc. required or used for this position. This could include Board Policy, Administrative Procedures, Education Code, etc.

**Specialized Equipment:** List any machinery, motorized equipment, special vehicles, tools, computers, etc. that are required or used for this position.

**Extraordinary Working Conditions:** Describe any special working conditions that affect this position, such as working with hazardous material, infectious diseases, exposure to extreme weather conditions, etc.

## IIa. Classification Study – Position Information

If you are proposing a new classification or a revision of an existing classification, state your rationale:

What are the additional duties that are needed for this position that are not currently in the job description?

How long has the unit member performed the duties that you believe fall outside of the unit member's current job classification? Months: \_\_\_\_\_

## IIB. Classification Study – Essential Duties

For a proposed change to an existing job description, make a copy of the applicable job description(s) and make the following changes:

- Strikeout duties that are no longer needed.
- Add additional needed functions.
- Modify existing functions as appropriate.
- Initial and date the documents.
- Attach documents to your submission of this form to Human Resources.

Have you attached these documents? ☐ Yes ☐ No

## IIIA. Reclassification – Position Information

State your rationale to reclassify the unit member and the proposed new classification from Appendix A of CSEA 651 Contract:

--

## IIIB. Reclassification – Essential Duties Beyond Current Job Description

List the unit member's current essential duties beyond the current job description including as much of the following as appropriate:

- Describe to what extent the unit member exercises his or her own judgment to complete the work.
- Describe how this work has resulted in increased accountability, authority, or decision-making.
- How long has the unit member been performing this work?
- How is work assigned (verbal or written) and by whom?

### Essential Duty Beyond Current Job Description

### Frequency

### Assignment

--

☐ Daily ☐ Weekly

☐ Verbal

☐ Monthly ☐ Other

☐ Written

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

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

--

☐ Daily ☐ Weekly

☐ Verbal

☐ Monthly ☐ Other

☐ Written

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

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

--

☐ Daily ☐ Weekly

☐ Verbal

☐ Monthly ☐ Other

☐ Written

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

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

--

☐ Daily ☐ Weekly

☐ Verbal

☐ Monthly ☐ Other

☐ Written

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

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

--

☐ Daily ☐ Weekly

☐ Verbal

☐ Monthly ☐ Other

☐ Written

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

#### IV. Unit Member Review

This form was completed by the: ☐ Unit Member ☐ Immediate Manager

➤ **If completed by the unit member:** The information I have provided is accurate and complete.

\_\_\_\_\_  
Unit Member Signature

\_\_\_\_\_  
Date

➤ **If completed by the immediate Manager:** My immediate manager prepared this Request for Reclassification/Classification Study and I ☐ agree ☐ disagree this is an accurate and complete description of my duties.

\_\_\_\_\_  
Unit Member Signature

\_\_\_\_\_  
Date

**If you do not agree with information on this Classification Request, state what you disagree with and explain below why you disagree. Attach an explanation clarifying the issue(s) of concern if necessary.**

Requests submitted to Human Resources by the end of the first working week of each month will be considered by the appropriate committee at their next scheduled meeting. The Reclassification Committee or the Classification Study Committee may contact the unit member for more information or clarification.

After submitting a request, the unit member must wait one (1) year from the date of receipt by Human Resources of the Classification Request Form to submit another request. The reconsideration process does not reset the date for submitting a new request Classification Request Form.

When a recommendation has been submitted, Human Resources shall notify the applicants and the CSEA 651 President of the Committee's recommendation no later than five (5) working days of the determination and will include the rationale for the Committee's recommendation.

**Preferred method of notification of results:**

☐ Email: Email Address \_\_\_\_\_

☐ Phone: Extension or Number \_\_\_\_\_

☐ Letter: Department or Address \_\_\_\_\_

#### V. Immediate Manager Review

The immediate manager must review this request and forward it to Human Resources within five (5) working days of receipt. Review Sections II and III and provide an analysis of this request (attach additional pages as necessary). Include comments on the general work assignments within your unit that pertain to this request as appropriate. Do you support this Request? ☐ Yes ☐ No

Comments:

\_\_\_\_\_  
Immediate Manager Signature

\_\_\_\_\_  
Date

VI. District President/CEO (or designee) & CSEA 651 Chapter President (or designee)

Initial Review

District President Comments:

\_\_\_\_\_  
President/CEO Signature

\_\_\_\_\_  
Date

CSEA 651 Chapter President Comments:

\_\_\_\_\_  
CSEA 651 Chapter President Signature

\_\_\_\_\_  
Date

VIIa. Reclassification Committee Recommendation and Rationale

☐ This position should not be reclassified and should remain in the current classification

☐ This position should be reclassified to: \_\_\_\_\_

☐ This request should be forwarded to Classification Study Committee for review

Rationale:

\_\_\_\_\_  
District Committee Co-Chair's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSEA Committee Co-Chair's Signature

\_\_\_\_\_  
Date

VIIb. Classification Study Committee Recommendation and Rationale

☐ The existing job description should be revised (see attached)

☐ The existing job description should remain unchanged

☐ A new job classification should be established (see attached)

☐ No new job classification is recommended

Rationale:

\_\_\_\_\_  
District Committee Co-Chair's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSEA Committee Co-Chair's Signature

\_\_\_\_\_  
Date

## VIII. Human Resources

The Vice President of Human Resources shall forward this request to:

☐ The Board of Trustees for adoption.

☐ Be processed for Job Analysis review.

Rationale:

\_\_\_\_\_  
Vice President, Human Resources Signature

\_\_\_\_\_  
Date

## IX. District President/CEO (or designee) & CSEA 651 Chapter President (or designee) Final Review

District President Comments:

\_\_\_\_\_  
President/CEO Signature

\_\_\_\_\_  
Date

CSEA 651 Chapter President Comments:

\_\_\_\_\_  
CSEA 651 Chapter President Signature

\_\_\_\_\_  
Date



## Appendix D-2 Pay Grade or Special Compensation Request Form

### Type 2-Pay Grade or Special Compensation:

Pay Grade: Each job classification within the CSEA 651 unit may have more than one pay grade in the Salary Schedule. Unit members may be placed in a higher pay grade based on education, training, or skills which are beyond minimum qualifications for the position and are of value to the District for the performance of their duties. Where such additional pay grades are established in the Salary Schedule for a job classification, these high value criteria shall be included in the job description as pay grade criteria for that position, and shall apply to all incumbents in that classification who meet the criteria. Approved pay grades appear in Appendix A as part of the Salary Schedule. Establishment of a higher pay grade will not alter the job duties, minimum qualifications, or range assignment. Unit members may be placed in a higher Salary Schedule pay grade upon hire or through the process described in Article XVII, Section 3 and Article VII, which also describes the process for creating such higher Salary Schedule pay grades.

Special Compensation: Skills identified as eligible for Special Compensation by the California Public Employees' Retirement System in CCR Title 2 571(a)(4) are eligible to unit members in a job classification who are similarly situated and routinely and consistently utilize that skill in performance of the duties in that job classification.

### Classification Request type:

- ☐ Special Compensation Request.....Complete sections I, II, IV
- ☐ New Pay Grade Proposal ..... Complete sections I, III, IV

### Form Checklist:

I have obtained a copy of one of the following from the HR website:

- ☐ Special Compensation categories available at [Mt. SAC Human Resource forms webpage](#)
- ☐ My job description and Pay Grades from [Mt. SAC CSEA 651 Job Descriptions webpage](#)
- ☐ I understand this form must be filled out completely. Incomplete forms will be returned.
- ☐ I have signed and dated the forms and initialed and dated any supplemental attachments.

### Subject Matter Experts Recommended to be Interviewed (3 maximum):

Name: _____	Contact Info: _____
Name: _____	Contact Info: _____
Name: _____	Contact Info: _____

### Ways to submit form:

- Email as an attachment to the Vice President, Human Resources
- Campus mail or hand deliver to Human Resources

Human Resources will date and time stamp the form, which will signify its official receipt. A copy of the date and time stamped form will be sent to the unit member. Human Resources shall forward requests submitted by the end of the first working week of each month to the Reclassification Committee (Special Compensation) or the Classification Study Committee (New Pay Grade) for review at their next scheduled meeting. The Committee may contact the unit member for more information or clarification.

## I. Unit Member Information

Unit Member Name (Last, First)	Banner ID / A Number	
Department / Division	Phone Ext.	E-Mail Address
Classification (Appendix A from Contract Months)	Step & Range (Appendix B)	Time in Current Classification (Years /
Immediate Manager etc.)	Phone Ext.	Immediate Manager Title (Dean, Director, Manager,

## II. Position Information

Summarize the main purposes of the unit member's position; include the position's general function and overall level of responsibility.

## III. Special Compensation Information

The Special Compensations work must not be part of the duties and essential functions unit member's job classification. Refer to Appendix B-2 and/or California Code of Regulations §571 for Cal PERS Special Compensations categories.

Which Special Compensation category work does the unit member perform?

How routinely and consistently does the unit member perform the work believed to warrant Special Compensation:

State the rationale for how the Special Compensation work is of value to the District and therefore warrants Special Compensation.

## IV. Pay Grade

This form was completed by the: ☐ Unit Member ☐ Immediate Manager

Do not use this form to apply for an existing pay grade. Instead, review the criteria for the pay grade and contact Human Resources.

To propose a New Pay Grade, attach a copy of the job description and describe any criteria such as knowledge, education, skills or training that demonstrates added value to the College for those in this job classification. Provide documentation to verify the unit member meets the criteria for higher pay grade. Have you attached these documents? ☐ Yes ☐ No

Knowledge, Education, Certificates, units earned, industry credentials, professional licenses, or other objectively verifiable skill (e.g., Commercial Class A License, First Aid/CPR):

Rational of added value to the College for those in this job classification:

## V. Unit Member Review

This form was completed by the: ☐ Unit Member ☐ Immediate Manager

➤ **If completed by the unit member:** The information I have provided is accurate and complete.

\_\_\_\_\_  
Unit Member Signature

\_\_\_\_\_  
Date

➤ **If completed by the immediate Manager:** My immediate manager prepared this Request for Pay Grade / Special Compensation and I ☐ agree ☐ disagree this is an accurate and complete description of my duties.

\_\_\_\_\_  
Unit Member Signature

\_\_\_\_\_  
Date

**If you do not agree with information on this Classification Request, state what you disagree with and explain below why you disagree. Attach an explanation clarifying the issue(s) of concern if necessary.**

When a recommendation has been submitted, Human Resources shall notify the applicants and the CSEA 651 President of the Committee's recommendation no later than five (5) working days of the determination and will include the rationale for the Committee's recommendation.

### **Preferred method of notification of results:**

☐ Email: Email Address \_\_\_\_\_

☐ Phone: Extension or Number \_\_\_\_\_

☐ Letter: Department or Address \_\_\_\_\_

## VI. Immediate Manager Review

The immediate manager must review this request and forward it to Human Resources within five (5) working days of receipt. Review Sections II and III and provide an analysis of this request (attach additional pages as necessary). Include comments on the general work assignments within your unit that pertain to this request as appropriate. Do you support this Request? ☐ Yes ☐ No

Comments:

\_\_\_\_\_  
Immediate Manager Signature

\_\_\_\_\_  
Date

VII. District President/CEO (or designee) & CSEA 651 Chapter President (or designee) Initial Review

District President Comments:

\_\_\_\_\_  
President/CEO Signature

\_\_\_\_\_  
Date

CSEA 651 Chapter President Comments:

\_\_\_\_\_  
CSEA 651 Chapter President Signature

\_\_\_\_\_  
Date

VIII. Committee Recommendation and Rationale

☐ This position should not be reclassified and should remain in the current classification

☐ This position should be reclassified to:\_\_\_\_\_

☐ This request should be forwarded to Classification Study Committee for review

Rationale:

\_\_\_\_\_  
District Committee Co-Chair's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSEA Committee Co-Chair's Signature

\_\_\_\_\_  
Date

IX. Human Resources

The Vice President of Human Resources shall forward this request to:

☐ The Board of Trustees for adoption.

☐ Be processed for Job Analysis review.

Rationale:

\_\_\_\_\_  
Vice President, Human Resources Signature

\_\_\_\_\_  
Date

X. District President/CEO (or designee) & CSEA 651 Chapter President (or designee)  
Final Review

District President Comments:

\_\_\_\_\_  
President/CEO Signature

\_\_\_\_\_  
Date

CSEA 651 Chapter President Comments:

\_\_\_\_\_  
CSEA 651 Chapter President Signature

\_\_\_\_\_  
Date



## Appendix D-3 Reconsideration Request Form

If you disagree with the committee's recommendation, you may submit a reconsideration request to Human Resources for the committee's consideration as provided in Article XVII, Section 8. This request must be submitted within ten (10) working days of your receiving the notification of the committee's recommendation as acquired in Article XVII, Section 5.d. Requests for reconsideration must address one or both of the following:

- The rationale provided by the committee based on reinterpretation of evidence submitted (please attach a copy of the committee's rationale), and/or
- New evidence.

### Reconsideration Request type:

- |   |   |
|---|---|
| Reclassification Committee                    | Classification Study Committee                |
| <input type="checkbox"/> Reclassification     | <input type="checkbox"/> Classification Study |
| <input type="checkbox"/> Special Compensation | <input type="checkbox"/> Pay Grade Change     |

### Unit Member Information

Unit Member Name (Last, First)

Banner ID

Phone Number

E-Mail Address

**Unit Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Form Checklist:

- ☐ **Written statement:** Please explain why the decision should be reconsidered. Please be specific. You **MUST** attach your written statement (typed preferred, see next page). It is strongly recommended that you provide supporting documentation to verify facts cited on your statement. **Your request will be considered INCOMPLETE without the statement.** An incomplete reconsideration packet will not be reviewed.
- ☐ **Supporting Documentation:** Documents that provide evidence to support your request are strongly recommended and will be used to determine the reconsideration decision. Sign and date the forms and initial and date any supplemental sheets or documents attached. Please do not attach original documentation because it will not be returned to you. All information is confidential.
- ☐ **Sign and Date:** Remember to sign and date this page and supporting documents.

**NOTE:** The reconsideration is granted on a case-by-case basis. The Committee may request additional documentation in evaluating your reconsideration.

## Unit Member Written Statement

Please explain why the decision should be reconsidered. Please be specific. Enter your statement in the box below. You may type your statement into the field or paste it from another document. Remember to attach supporting document to the end of this statement.

### For Committee Use only:

#### Committee Reconsideration Recommendation and Rationale

☐ Incomplete   ☐ Approve   ☐ Denied

Referrals, Recommendations, Reason(s) for Denials and/or Comments:

\_\_\_\_\_  
District Committee Co-Chair's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSEA Committee Co-Chair's Signature

\_\_\_\_\_  
Date

## SIGNATURE PAGE

Mt. San Antonio Community College District and the California School Employees Association, Chapter 651, entered into a comprehensive Agreement for the period July 1, 2020 through June 30, 2023. The parties hereby agree to modify such Agreement for the purpose of establishing a reopener Agreement for the period July 1, 2021, through June 30, 2022. The parties hereby agree to the modifications which are incorporated into this Agreement.

IN WITNESS THEREOF, the parties execute this Agreement on the 28<sup>th</sup> day of February 2022, to become effective July 1, 2021.

### FOR BOARD OF TRUSTEES:



Alexis Carter (Apr 25, 2022 11:28 PDT)

Alexis Carter, District Lead Negotiator



Kenneth McAlpin (Apr 25, 2022 18:53 PDT)

Ken McAlpin, District Bargaining Team



John Vitullo, District Bargaining Team

### FOR CSEA, CHAPTER 651:



George Gutierrez (Apr 26, 2022 04:43 PDT)

George Gutierrez, CSEA, Chapter 651  
Negotiations Chair



Lot Peter Gonzales (May 2, 2022 03:20 PDT)

Peter Gonzales, CSEA, Chapter 651 Co-Chair



Johnny Armendariz (Apr 25, 2022 11:33 PDT)

Johnny Armendariz, President, CSEA, Chapter 651



A. Ritchie (May 6, 2022 10:08 PDT)

Andrew Ritchie, CSEA Labor Relations  
Representative